



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

TENDER NO. AX1/CSD/TENDER/18/22-23

TENDER DOCUMENT FOR “SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF 500 KVA DIESEL GENERATOR ALONG WITH COMPREHENSIVE MAINTENANCE FOR 05 YEARS AT HEAD OFFICE, BANK OF MAHARASHTRA, LOKMANGAL PUNE”

NAME OF BIDDER :

ADDRESS OF BIDDER :

.....

DATE OF ISSUE: 06.09.2022

DATE OF SITE VISIT: 14.09.2022

DATE OF PRE BID MEETING: 14.09.2022 (15:00 Hrs)

DATE OF SUBMISSION: 20.09.2022 (14:00 Hrs)

DATE OF OPENING (TECHNICAL BID): 20.09.2022 (15:00 Hrs)

TENDER FEES: Rs. 1500/- (DEMAND DRAFT ONLY)

EARNEST MONEY DEPOSIT: 50,000/- (DEMAND DRAFT ONLY)

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

TECHNICAL BID

TENDER NO. AX1/CSD/TENDER/18/22-23

TENDER DOCUMENT FOR “SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF 500 KVA DIESEL GENERATOR ALONG WITH COMPREHENSIVE MAINTENANCE FOR 05 YEARS AT HEAD OFFICE, BANK OF MAHARASHTRA, LOKMANGAL PUNE”

1. NOTICE INVITING TENDER

Date: 06.09.2022

Dear Sir,

Subject: TENDER DOCUMENT FOR **"SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF 500 KVA DIESEL GENERATOR ALONG WITH COMPREHENSIVE MAINTENANCE FOR 05 YEARS AT HEAD OFFICE, BANK OF MAHARASHTRA, LOKMANGAL PUNE"**

BANK OF MAHARSHTRA invites Sealed tenders in two parts, (I-Technical Bid and II- Price Bid) for captioned subject from OEM's(Original equipment manufacturers) or there authorized channel Partners, as per schedule of work and General Terms & Conditions:

1. DATE OF ISSUE: 06.09.2022
2. DATE OF SITE VISIT: 14.09.2022
3. DATE OF PRE BID MEETING: 14.09.2022 (15:00 Hrs)
4. DATE OF SUBMISSION: 20.09.2022 (14:00 Hrs)
5. DATE OF OPENING (TECHNICAL BID) : 20.09.2022 (15:00 Hrs)
6. TENDER FEES: **Rs.1500/- [Rs. Fifteen hundred 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. 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: **Rs. 50,000/- (Rs. Fifty thousand only)** to be paid in the form of Demand Draft /PO favoring 'Bank of Maharashtra" payable at Pune. EMD shall be waived off to MSME vendors registered in appropriate category only.
8. **Performance Security Deposit (PSD)** – 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 shall be converted in Bank guarantee for period of 06 years ie. till the end of comprehensive maintenance period. 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.
9. Defect Liability Period: 01 year from Date of commissioning.
10. COMPLETION PERIOD: 03 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. 50% of the contract value(Part A) after the supply of the complete system at site.
- ii. 40% of contract value(Part A) after installation, testing, commissioning of the system & handing over of entire system to the Bank all as per the technical specification and terms and conditions specified in the contract.
- iii. 5% of contract value(Part A) after 3 months of successful operation.
- iv. 5% of the contract value(Part A) for Defect Liability Period of 01 year.
- v. Payment for comprehensive maintenance shall be paid after satisfactory completion of annual maintenance period on annual basis.

14. Brief Scope of Work:

- i. Dismantling the existing Diesel Generator having rated capacity of 500KVA & 50 KVA of Bank and providing buyback amount.
- ii. Supply, Installation, Erection, Testing & Commissioning of 500KVA Diesel Generator to Lokmangal Premises.
- iii. Liaison with Govt. departments for work execution, necessary approval and any documentation etc.
- iv. **Civil Works:** The vendor shall prepare the site for installation of Diesel Generator along with all the necessary Civil Works(if required).
- v. **Comprehensive Warranty:** The vendor shall maintain the Diesel Generator in good working condition during the 01 Year defect liability period & 05 year comprehensive maintenance period by conducting monthly, quarterly & annual maintenance as per detailed scope of work of tender.
- vi. All faulty parts having reduced capability as per specification shall be replaced by the vendor at their cost during defect liability & comprehensive maintenance period.

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. Bidder shall sign all pages of tender document including Annexure and shall sign & stamp where specific mention place is required.

The sealed tender in the prescribed tender form in two separate envelopes as follows should be addressed to The Asst. 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, TESTING AND COMMISSIONING OF 500 KVA DIESEL GENERATOR ALONG WITH COMPREHENSIVE MAINTENANCE FOR 05 YEARS AT HEAD OFFICE, BANK OF MAHARASHTRA, LOKMANGAL PUNE"**

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

TENDER NO : AX1/CSD/TENDER/18/2022-23 P a g e 5 | 89 Seal & Signature of Bidder

Envelope No.2

To contain only the Price Bid of 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 20.09.2022(14:00 Hrs).

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 Bidder 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 Asst. 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,

Asst. General Manager(Civil)
Corporate Service Dept.

2. LETTER OF SUBMISSION FROM BIDDERS

Dated :

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

Dear Sir,

1. I/ We, having examined the location, 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.
2. 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.
3. I/ We agree to execute all the works therein referred to your entire satisfaction and as per specification up till satisfactory takeover by the Bank, and as detailed in the contract sum analysis herewith attached.
4. Should this tender be accepted, I/ 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.
5. I/We have submitted a Demand Draft for a sum of **Rs. _____/- (Rupees Only)** as tender fees and **Rs. _____/- (Rupees Only)** as Earnest Money Deposit 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
6. If this tender is accepted, I/ 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.
7. The validity of this tender is for a period of 180 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.
8. 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.

9. I/ 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 which the same are leviable and the rates quoted by us are inclusive of the same.
- 10.I/ We agree to make liaisoning with Govt. departments for getting necessary approval/sanction and other compliances as and when required during the execution of project.
- 11.The lists showing the particulars of fit out works carried out and the names of manufacturers of specialized items as enclosed, will be followed.
- 12.The dispute resolution procedure shall be as mentioned in General Conditions of Contract and as per Indian Arbitration & Reconciliation Act.
- 13.Indian law shall govern the terms and conditions under this contract.
- 14.NOTE: ALL PAGES OF THE TENDER DOCUMENTS INCLUDING ANNEXURES TO THE TENDER SHALL BE SIGNED & STAMPED.
15. 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.

3. GENERAL TERMS & CONDITIONS OF THE TENDER

- 1. Site and Location:** 1501 Bank of Maharashtra Shivajinagar Pune-5.
- 2. Site Visit :** The Bidder 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 Bidder 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 Bidder shall be fully responsible for considering the financial effect of any or all the factors while submitting the tender.
- 3. Signing of Contract Document & Integrity Pact :** The Successful Bidder 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 Bidder whether such formal agreement is subsequently entered or not.
- 4. 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 **03 months** from the date of work order.
- 5. Validity of Tender :** Tender shall remain valid and open for acceptance for a period of 180 days from the date of opening the Price Bid. If the Bidder 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.
- 6. Rate and Prices**
 - i) **The Reserve Price of buyback of both DG's is Rs. 2,00,000/- (Plus 18% GST) the amount is fixed & should not be changed & the same amount shall be considered as final buyback amount in the Price Bid.**
 - ii) 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.
 - iii) The Bidder 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.
 - iv) All erasures and alterations made while filling the tender must be attested by initials of the Bidder. Overwriting of figures is not permitted.
 - v) The Bidder should not change or modify or delete the description of the item.

- vi) Each page of the BOQ shall be signed & stamped by the authorized person and cutting or overwriting shall be duly attested by the Bidder. A letter of authority from the company shall accompany the tender documents. (Bidder shall sign and stamp all the pages of tender documents at the lower right-hand corner by the Bidder. 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.**
- vii) Each page shall be totaled and the grand total shall be given at the end of BOQ.
- viii) The quoted rates are inclusive of all transportation, crane charges & any expense towards commissioning of 500 KVA Diesel Generator.
- ix) **Liasoning with Chief Electrical Inspector** : Contractor has to do liasoning with **Chief Electrical Inspector** for getting required approvals for installation of Diesel Generator & handing over to Bank etc. The amount quoted in Bill of Quantity shall cover all the aforesaid scope. **All statutory payment required will be Borne by the Bank.**
- x) 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.
- xi) 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. Bidder 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

7. **Type of Contract:** The Contract shall be an Item-rate (Re-measurable) Contract and the Contractor shall be paid, for quantities as measured at site, at the rates quoted/ accepted by him in the Contract Bills of quantities.
8. **Total Security Deposit:** Total security deposit comprises: Earnest Money Deposit & Performance Security Deposit.
 - i. **EARNEST MONEY DEPOSIT: Rs. 50,000/- (Rs. Fifty thousand only)** to be paid in the form of Demand Draft /PO favoring 'Bank of Maharashtra" payable at Pune. EMD shall be waived off to MSME vendors registered in appropriate category only.
 - ii. **Performance Security Deposit (PSD)** – 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 shall be converted in Bank guarantee for period of 06 years ie. till the end of comprehensive maintenance period. 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.
 - iii. No Interest shall be paid on the amount retained by the Bank as Security Deposit
9. **Language:** The Language in which the contract documents shall be drawn shall be in English.
10. **Errors, Omissions & Discrepancies:**
 - i. 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.
 - ii. 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.
 - iii. 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.
11. The Bidder should not change or modify or delete the description of the item. If any discrepancy is observed it should immediately bring to the knowledge of the Bank.
12. Each page of the BOQ shall be signed & stamped by the authorized person and cutting or overwriting shall be duly attested by the Bidder. A letter of authority from the company shall accompany the tender documents. (Bidder shall sign and stamp all the pages of

tender documents at the lower right-hand corner by the bidder. 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.)**

13. "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.

14. Force Majeure:

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

15. Termination of Contract: Continued non-performance and inability to meet the scope of work requirements shall be viewed seriously & the agreement at any time giving fifteen (15) days prior written notice to THE 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;
- v. passes a resolution for its voluntary winding up or dissolution or if it is dissolved. Force Majeure incident continues more than 30 days the contract may be terminated by the Bank.

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

16. Blacklisting of Contractor:

- a. **During Bidding Process:** The contractor 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 contractor in Blacklist. The information of the same will be submitted to IBA and other agencies. The contractor will be barred from any participation of tender process in the Bank for 02 years.

- b. **After Award of Work:** If any information/document submitted by the successful contractor is found incorrect/ wrong/ fake /forged / spurious, then Bank shall terminate the contract and Blacklist the contractor for 02 years. The information of the same will be submitted to IBA and other agencies. The contractor 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.

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

17. **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.

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

19. **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 Project work must be protected by THE CONTRACTOR from unauthorized disclosure or access.

20. **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 EMD 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 contractor to the Bank in the preparation of any documents, design or technical specifications of the Project.

21. Relationship between parties: This RFP/tender document is on a Principal to Principal basis and does not create any employer - employee relationship. Nothing contained in this RFP or any subsequent agreement or otherwise shall be deemed to create any partnership, joint venture, employment or relationship of principal and agent, or master and servant

between the parties hereto or any of their respective employees, affiliates, subsidiaries, related business entities, agents, contractors or subcontractors or to provide either party with any right, power or authority, whether express or implied, to create any duty or obligation on behalf of the other party.

22. Non-solicitation Clause:

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

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

23. Limitation of Liability:

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

24. Protection of Reputation:

It is agreed between the parties that Bank, being in service industry, its reputation, goodwill and positive brand image is of prime importance. Bank has a right to impose penalty for the

reputational loss on account of business disruption if Bidder fails to perform its obligations in the best possible manner and/ or fails to maintain quality of service. The amount of penalty will be assessed by the Bank in the manner as it deems fit and the said amount can be deducted from the amount payable to the company against its services. Bidder undertakes and agrees to indemnify the Bank against such losses suffered. Reoccurrence of such incidence may lead to termination of contract by the Bank without any further notice.

25. Representation and Warranties: Bidder warrant and represent that:

- (a) It has full power and authority to enter into this Agreement;
- (b) It shall be responsible for its corporate and personnel taxes if any, and shall indemnify and hold harmless Bank for any liability in this connection;
- (c) It has the requisite experience and expertise, resources, infrastructure, qualified manpower and other requisite resources to provide the services as desired by the Bank.
- (d) Its execution of this Agreement and its performance of its obligations hereunder will not conflict with, cause a default under, or constitute a breach of any agreement with a third party;
- (e) It shall ensure compliance of all applicable laws and regulations in the performance of the Services under this Agreement;

In rendering the services to the Bank, Bidder warrants that:

- i. It shall observe the best service quality standards and ensure that it renders its obligations to the satisfaction of the Bank.
- ii. It shall meet the various deadlines and standards as mutually agreed
- iii. It shall discuss and review its progress, as and when required by the Bank.
- iv. It shall maintain utmost confidentiality of the Confidential Information

26. Notice Clause:

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

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

27. Waiver:

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

28. Compliance of Applicable laws:

- i. The bidder shall undertake to observe, adhere to, abide by, comply with and notify Bank about all laws in force or as are or as made applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards them and all purposes of this tender and shall indemnify, keep indemnified, hold harmless, defend and protect Bank and its employees/officers/staff/ personnel/representatives/agents from any failure or omission on its part to do so and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from.
- ii. Compliance in obtaining approvals/permissions/licenses: The bidder shall promptly and timely obtain all such consents, permissions, approvals, licenses, etc., as may be necessary or required for any of the purposes of this project or for the conduct of their own business under any applicable Law, Government Regulation/Guidelines and shall keep the same valid and in force during the term of the project, and in the event of any failure or omission to do so, shall indemnify, keep indemnified, hold harmless, defend, protect and fully compensate the Bank and its employees/ officers/ staff/ personnel/ representatives/agents from and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from and the Bank will give notice of any such claim or demand of liability within reasonable time to the bidder.
- iii. This indemnification is only a remedy for Bank. The bidder is not absolved from its responsibility of complying with the statutory obligations as specified above. Indemnity would be limited to court awarded damages and shall exclude indirect, consequential and incidental damages. However, indemnity would cover damages, loss or liabilities suffered by Bank arising out of claims made by its customers and/or regulatory authorities.

29. 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.

30. 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.

31. Inspection of Work

The Bank or their representatives 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.

32. 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.

33. 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.

34. 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:

- i. Clear the site of all scaffolding, wiring, pipes, surplus materials, contractor's equipment and machinery.
- ii. 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.
- iii. 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.
- iv. Shall put the Bank in undisputed custody and possession of the site.
- v. Shall hand over the work in a peaceful manner to the Bank
- vi. All defects/ imperfections/snag points have been attended and rectified as pointed out by the Bank to the full satisfaction of Bank.
- vii. 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.
- viii. This issuance of a VCC shall be without prejudice to the Bank's right and contractor's 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.

35. Insurance of works

- i. 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.
- ii. The insurance shall have comprehensive cover for all accidental issue for the number of persons deployed in the work.
- iii. 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.
- iv. The construction plant & other things brought to the site by the contractor to the replacement value of such constructional plant and other things.
- v. 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 of insurance and the receipts for payment of the premium.
- vi. 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.

36. 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.

37. 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.

38. 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.

39. Third Party Insurance:

- a. Before commencing the execution of the work the contractor 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 or in the carrying out of the contract, otherwise that due to the matters referred to in the proviso to relevant clause thereof.
- b. **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.
- c. 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.

40. Accident of injury to workmen: 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.

41. 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.

42. CONTRACTORS LIABILITY AND INSURANCE SUMMARY:

Sr. No.	Nature and scope of Insurance risk policy of	Value of insurance	Validity Period	Name of the insurer
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 **03 months** 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 **5 Years** defect liability period.

Note 3

The Contractor shall take policy to cover all risk whatsoever.

43. **Remedy on contractor's failure to Insure**

- i. 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.
- ii. 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.

44. 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.

45. 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.

46. 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.

47. Working hours / Work during nights and holidays

- i. 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).
- ii. 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.

48. No Compensation for restriction of work

- i. 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.
- ii. 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.

49. 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:

- i. On account of any default on the part of the contractor or
- ii. for proper execution of the works or part thereof if for reasons other than the default of the contractor, or
- iii. For safety of the works or part thereof.
- iv. 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.

50. 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:

- i. 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.
- ii. 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.

- iii. 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.
- iv. 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.

51. 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 contactor 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

- i. Has abandoned the contract
- ii. 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
- iii. 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.

- iv. 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.

52. 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.

53. Arbitration

- i. 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:
- ii. 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 Asst. 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 Asst. 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 Asst. General Manager (Corporate Services Department) Bank of Maharashtra, in writing in the manner and within the time aforesaid.
- iii. The Asst. 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 Asst. 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 Asst. General Manager (Corporate Services Department), Bank of Maharashtra.

- iv. 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 Asst. General Manager (Corporate Services Department). 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.
- v. 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.
- vi. 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.

54. Power supply

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

55. 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.

56. 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 or prevented or delayed. However, a notice is required to be given within 30 days 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 therefrom 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 **03 months** or more, the two parties shall each other to decide regarding the future execution of this agreement.

57. 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 thereunder 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.

58. 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.

59. 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.

60. 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 :

- i. Defective work not remedied.
- ii. Failure of the **Contractor** to make payments properly due for materials or labour and/or to other Sub-Contractors
- iii. 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.
- iv. Non adherence of Safety, Health & Environment norms as specified
- v. 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.

61. 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.

62. 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).

63. 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.

64. Miscellaneous

- i. **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.
- ii. **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.

- iii. **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:
- iv. If to the Bank: The Asst. General Manager,
Address: 1st Floor, Bank of Maharashtra,
Corporate Services Department,
Head Office, Lokmangal, 1501,
Shivaji Nagar, Pune-411005.
Email : ankit.tiwari@mahabank.co.in
nilesh.gharge@mahabank.co.in
- v. If to the Contractor:
Address:
Telephone: Fax:
Email:

65. 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.

66. 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.

67. 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".

68. 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.

- 69. Pre-Dispatch Inspection:** The successful bidder shall provide a copy of the type test certificates/reports with the tender document. 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

contractor. 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.

70. 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.

71. Patent Rights/Intellectual Property Rights: In the event of any claim asserted by a third party of infringement of trademark, trade names, copyright, patent, intellectual property rights or industrial design rights arising from the use of the Products or any part thereof in India, the Vendor shall act expeditiously to extinguish such claim. If the Vendor fails to comply and the Bank is required to pay compensation to a third party resulting from such infringement, the Vendor shall be responsible for the compensation including all expenses, court costs and lawyer fees. The Bank will give notice to the Vendor of such claim, if it is made, without delay.

72. Land sharing 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', 'contractor' 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.

4. PROCEDURE FOR TWO PART TENDER SUBMISSION AND EVALUATION

The **Bidder** 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 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: -

- i. In case of any condition found in the price bid, such bids shall be summarily rejected.
 - ii. All pages of tender documents including attached documents shall be signed & stamped.
 - iii. 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 Bidders 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 Bidder 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 **Bidder** 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 **Bidder**, the Bank reserves the right to nullify the qualification and to disqualify the **Bidder** at any stage of the project. If such information becomes available to the Bank prior to issue of Letter of Intent, the **Bidder** will be disqualified and will not be considered for award of work, even though the **Bidder** 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 **Bidder** 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. **Bidder 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 **Bidder** 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 **Bidder** and submitted to:

The Asst. 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 Bidder 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 Bidder 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 Bidder so selected and their Performance security deposit 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 **Bidder** 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 Earnest Money 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/Bidders 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.

5. 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, income Tax clearance certificate & service Centre in Pune etc.
2. The bidder should have average annual turnover of more than **Rs. 43 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 Rs. **34 lakhs** 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 Rs. **21 lakhs** 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 Rs. **18 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 shall be considered. **Similar Work shall mean** Supply, Installation, Erection, Testing and Commissioning of Diesel Generator (**at least 1000 KVA**). 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 Diesel Generator, Final bill amount, year, duration of work from the competent authority of client. No completion certificate from any Contractor will be considered. Only Work Order document will not be considered as a proof of completion of Work.
10. Bidder shall be OEM or authorized dealer or authorized agency of OEM. If OEM is willing to participate through their authorized dealer /agency, then necessary authority letter to agency/dealer shall be provided by OEM. Please note that only one authorized dealer/agency of OEM shall participate in Bidding process.

6. TECHNICAL EVALUATION OF BIDDERS:

PROFORMA 1				
Technical Evaluation of Bidders				
S No.	Description	Marks	Self Assessment by Contractor	Banks Assessment
1	Work Experience(TIME): Experience of Supply installation testing & commissioning of Diesel Generator etc. for the last – A.) 10 year = 10 Marks (1 year =1 Mark) (Proof to be submitted)	10		
2	Financial strength : Average annual financial turnover for Last Three Year – A.)above 10 lacs – 5 Marks B.)above 25 lacs – 10 Marks C.)above 50 lacs – 20 Marks (Proof to be submitted)	10		
3	Work Experience(TECHNICAL): Experience for Supply installation testing & commissioning of Diesel Generator single projects (last 03 year) A.)Consolidated capacity above 1MW – 40 Marks B.) Consolidated capacity above 500KW – 30 Marks C.) Consolidated capacity above 250KW – 20 Marks **Works under single work order will only be considered as single work. Distributed capacity of works completed under multiple work orders will not be considered.	40		
4	Production capacity: Average number of generators produced in last 03 financial years having capacity more than or equal to 500KVA A.)above 50 – 10 Marks B.)above 25 – 5 Marks C.)above 10 - 2 Marks	10		
5	Team Leader Engineer: B. E. in Electrical/ Electronics/Mechanical with minimum 05 experience of Supply installation testing & commissioning of Diesel Generator, 5 marks for one person	10		
6	Service Centre at Pune(The test facility may be visited by Bank Staff during Technical scrutiny of bids)	20		
	Total Marks	100		
** Note : Minimum qualifying marks for technical Bid shall be 75. If bidder scores below 75 then financial bid shall not be considered.				
** Committee will have sole right for assessment based on submitted documents.				

PROFORMA 2

Details of Bidders

1	Name and address of applicant	
2	Telephone No./Fax No./E-mail/Telex No.	
3	Legal status of the applicant (attach copies of original documents defining the legal status) The applicant is: a. An individual b. A Proprietary Firm c. A firm in Partnership d. A limited Company (Private or Public) or Corporation	
4	Particulars of Registration with various Government bodies/Organization.(attach attested photocopy)	
5	Name of Directors/Partners with their addresses, Telephone numbers, Fax, Email	
6	Designation of individuals authorized to act for the organization	
7	Was the applicant ever required to suspend any construction for a period of more than six months continuously after commencement of the construction? If so, give the name of the project & reasons of suspension of work.	
8	Has the applicant or any constituent partner in case of partnership firm, ever abandoned the awarded work before its completion? If so, give name of the project and reasons for abandonment.	
9	Has the applicant or any constituent partner in case of partnership firm, ever been debarred/ black listed for tendering in any organization at any time? If so, give details.	
10	Has the applicant or any constituent partner in case of partnership firm, ever been convicted by a court of law? If so, give details.	
11	Other details: a) EPF No. valid up to b) TIN No. and certificate c) Clearance of sales Tax up to d) PAN No. and copies of IT return for last three years. e) Service Tax registration No. (Copies to be enclosed)	
12	Are you a MSME Unit? If yes, Please furnish registration details, Name of the DIC/state.	
13	If you are MSME, is it owned by SC/ST entrepreneurs? If yes, Please specify the name of owner who is SC or ST	
14	Any other information considered necessary but not included above.	

PROFORMA 3					
S No.	Description	FY 18-19	FY 19-20	FY 20-21	Average annual turnover
(i)	Gross Annual turnover on consultancy works				
(ii)	Profit/Loss				
Seal					
Signature of Applicant					
Financial Analysis: Details to be furnished duly supported by figures in Balance Sheet/Profit & Loss Account for the last three years duly certified by the Chartered Accountant, as submitted by the applicant to the Income Tax Department (certified copies to be attached)					

PROFORMA 4							
Details of Projects 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							

PROFORMA 5						
KEY PERSONNEL PERMANENTLY EMPLOYED						
Sr. No	Name	Designation	Qualifications	Experience	No. of Years engaged with the firm	Any other information
1						
2						
3						

PROFORMA 6		
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	
8	Any other information	

PROFORMA 7		
TECHNICAL PARTICULARS (To be furnished by the tenderer)		
S No.	Description	Bidders Offer
1	Engine	
	Make	
	Model Number	
	Type	
	Type of cooling system	
	Type of silencer	
	Fuel tank capacity	
	Shaft HP at 1500 RPM	
	Type of Governor	
	Fuel consumption at full load/hour	
2	Alternator	
	Make	
	Model Number	
	Frame size	
	Rated Voltage	
	Capacity in KVA	
	Excitation	
	% Regulation	
	Type of Enclosures	
	Class of insulation for winding	
3	Batteries	
	Make	
	Voltage	
	Capacity in Amp. Hours	
	Whether stand included or not	
4	Coupling	
	Type	
	Whether guard provided or not	
	Whether base plate is included or not	
5	Dia. of exhaust pipe	
	Thickness of exhaust pipe	
	Thickness and type of insulation	
6	List of tools normally supplied with the engine & alternator, free of cost	
7	List of spares normally supplied along with the engine & alternator, free of cost.	

7. ADDITIONAL IMPORTANT TERMS & CONDITIONS OF THE TENDER

1. CONTRACTOR TO VISIT SITE:

Each bidder 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 bidder 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, cost 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 **DIESEL GENERATOR** 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 be recoverable from on behalf of the employer or may be 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 may 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, inter alia, 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 in force during the currency of this contract or at common law in respect of any employee of the contractor or of any sub-contractor 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 Asst. 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. 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.

26. 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.

27. 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.

28. 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. Quoted rates shall be inclusive of said taxes.

29. 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/standard practice subject to the approval of the Bank.

30. TYPOGRAPHICAL CLERICAL ERRORS

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

31. 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.

32. EXCISE DUTY ON WORKS CONTRACT, SALES TAX ON WORKS CONTRACT, SERVICE TAX & VALUE ADDED TAX:

- i. 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.

- ii. **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.

33. 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.

34. 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

8. TECHNICAL SPECIFICATIONS OF EQUIPMENTS & DETAILED SCOPE OF WORK

8.1 Detailed scope of Work:

- 1.1 The scope of work covers the design, manufacture, supply, transportation to site, loading & un-loading using appropriate material handling equipment, installation, testing and commissioning of **1 No. 500 KVA**, 415 V, 3 Phase, 4 wire, 50 Hz Diesel Generator Sets complete with acoustic enclosure and Auto Mains Failure cabinet & associated cabling & earthing. **The specifications given are minimum. Bidders can quote equivalent or higher technical specifications to meet the Bank's requirements. However, no weightage would be given for higher configurations.**
- 1.2 The scope of works covers implementation of Power backup scheme & integration of 320 KVA DG set along with 500 KVA system. The contractor should study the existing system before quoting rates. The contractor shall ensure minimum power outage during installation of generators. **The procured relay of the AMF panel shall be compatible to the existing protection scheme for necessary relay coordination.**
- 1.3 Only tyre mounted crane shall be used for dismantling & installation of DG sets. The bidder shall thoroughly study the existing location & ensure that no damage is done to existing infrastructure during dismantling or installation of new DG set.
- 1.4 The scope of Work shall also include the Dismantling of Existing 500 KVA and 50 KVA DG Sets along with its AMF Panel, Exhaust systems, Power and Control Cabling and clearing the entire space along with offering the Buy Back price for 500 KVA and 50 KVA DG Sets.
- 1.5 The Contractor shall submit detailed drawings, specifications of the Diesel Generator to the Bank & only after approval from the bank installation shall start.
- 1.6 The cope of works includes supply, transportation installation & commissioning of: Alternator along with its excitation system, auxiliaries.
 - i. Diesel engine along with its accessories and starting systems.
 - ii. Common heavy duty channel for base frame supported by anti-vibration damper at bottom. The scope includes removing ACP cladding old exhaust and fixing the same new ACP to the exhaust.
 - iii. Cooling arrangement with radiator etc.,
 - iv. Exhaust piping till 1.0 Meters above the terrace of Main Building through the Shaft and doing the necessary cladding to the pipes with heavy duty residential type silencer, insulation of exhaust piping with height of piping as per pollution control regulation,
 - v. Low Maintenance Lead Acid batteries with battery charger for starting having trickle and boost charging, DC Ammeter and Voltmeter with Fuse protection.
 - vi. Complete Fuel Oil Arrangement, fuel oil piping, etc.,
 - vii. Control Panel including all power & control wiring between D.G. Set, batteries, safety controls, pumps, sensor cabling between Panel and DG Set etc.,
 - viii. Installation of Acoustic Enclosure;
 - ix. First filling of Fuel Oil, lubricating oil etc., including cleaning and flushing the system, Fuel and oil for testing, trial runs, and up to commissioning.
 - x. Cables and Cable terminations.
 - xi. Obtaining all licenses and approval from local authorities including but not limited to the following for successful completion of work
 - Central Pollution Control Board.

- State Electrical Inspectorate / CEA Approval.
- Statutory bodies and others as may be required.

1.7 All equipment offered shall be of proven design and reliable in operation. The Bidder shall specify in detail all equipment offered including auxiliaries etc.

8.2 Technical Specifications of Diesel Generator Set

8.2.1 Alternator: The Alternator should be horizontal foot mounted, single/double bearing continuous duty alternator conforming to IS 4722/ BS 2613 with Class "H" insulation 85 IP-23 enclosure incorporating the following.

SNo.	Specification	Description
1.	Enclosure	Screen protected drip proof IP65
2.	Type	self-excited, Self-regulated, brush-less with Automatic voltage regulator
3.	Construction	Single Bearing, directly coupled
4.	No. of Phases & wire	3 Phase, 4 wire with neutral solidly earth
5.	Rated Output	500 KVA (400KW at 0.8 pf lagging) at site condition
6.	Voltage & frequency	415 V 50 Hz
7.	Insulation Class	Rotor & Stator Class H
8.	Temperature Rise	Class H (under ambient condition 40 deg C)
9.	Connection	Star connection with neutral brought out for earthing through neutral CT
10.	Efficiency	Guaranteed value to be specified by vendor for 25% ,50%, 75% & 100% loading
11.	Waveform	Sinusoidal with THD less than 5%
12.	Space Heater	240V Single Phase 50Hz
13.	Voltage Regulation	+/- 2.5 % Between no load & nominal load with PF of 0.8 lag to unity.
14.	Transient Voltage	15% (Voltage drop) of rated voltage at rated performance PF.
15.	Unbalance Load	8%(-ve sequence current of rated current) for cylindrical rotor machine and 10% for salient pole machine
16.	Type of bearings and lubrication	Anti-friction bearings with grease lubrication
17.	Type of AVR	Electronic
18.	Terminal box	Both ends of each phase winding brought to terminals
19.	IS Standard	In accordance with IS 4722/BS 5000

Alternator shall be provided with adequately sized cable end box to accommodate all the terminals of all the power and / or control cables. The excitation system shall be so designed to maintain the rated voltage constant even if a load of 150% of rated load is imposed on the Generator for duration of 15 seconds.

8.2.2 Diesel Engine with Accessories:

SNo.	Specification	Description
1.	Engine BHP	580 BHP at 100% Load
2.	Speed	1500 rpm
3.	Type of Fuel Injection	Direct Injection

SNo.	Specification	Description
4.	No. of Cycles	4 stroke
5.	No. of Cylinders	16
6.	Fuel	HSD Diesel
7.	Type of starting	Electric starting at 24VDC
8.	Type of cooling	External coolant as per OEM design
9.	Standard	BS 5514
10.	Noise Level	Max 75db conforming to latest CPCB norms
11.	Governor	Governor as per manufacturer's design. The AVR should have adjustable V/Hz feature to adjust and obtain best possible block loading capacity.
12.	Adjustable speed range	+/- 15%
13.	Max. steady state regulation	1.5%
14.	Over speed Trip	110%
15.	Max speed rise	7% . Transient speed variation shall be within limit that can be tolerated by the load served
16.	Air Cleaner	Dry type with pre cleaners and vacuum indicators
17.	Battery	Lead acid type Low maintenance batteries
18.	Breather	Crankcase Breather
19.	Coolant	Corrosion Inhibitor Coolant
20.	Filter	Paper Element Filters for Fuel, Lub oil and Bypass Filters
21.	Flywheel housing	Flywheel housing and flywheel to suit double bearing alternator
22.	Coupling	Spider Flexible Coupling
23.	Silencer	Residential type Silencers
24.	Exhaust	Stainless Steel exhaust flexible bellows
25.	Priming Pump	Motor Driven priming pump
26.	Battery Charging	Battery charging alternator
27.	Potentiometer	Solid State Potentiometer
28.	Safety Shut off	Auto and Manual
29.	Gauges:	Oil Pressure
30.	Tachometer	Digital
31.	Fuel Consumption	100% Load(01 hour) :less than 110 litres 75% Load (01 hour) : less than 82.5 litres

The following accessories shall be supplied with the DG set.

- Common base frame for the Engine, alternator & radiator.
- Anti-vibration mounts of reputed make of requisite quantity to be provided between Engine and base frame and also Alternator & Base frame.
- Protective guards for all rotating parts is compulsory.

8.2.3 Engine Control Panel:

The panel shall be microprocessor based and provided with RS 485 communication port or as per latest standard for BMS monitoring. This panel shall be mounted on the engine and shall have self-diagnostic function for safeties and also engine fault indication for the following :-

LED Indications:

Sensor fault

High Coolant temperature
Low lube oil pressure
Over speed

The Engine Control panel shall be provided with digital display of following parameters:

Digital Display:

Lub Oil Pressure
Coolant temperature
Engine speed in RPM
Engine running Hours
Battery voltage

Devices: Start/Stop Button with key

8.2.4 Fuel Oil System

The fuel system shall be complete with engine driven fuel oil feed pump with suction strainer and oil filters.

8.2.5 Fuel Tank

1 Nos 990 Litres Capacity Fuel Tank with mounting brackets, complete with level indicator, fuel inlet and outlet, air vent, drain plug, inlet arrangement for direct filling and set of 5 feet long fuel hoses.

8.2.6 Lubricating Oil System

The engine shall have a complete lubrication system. The lubrication system shall include a reservoir, shaft driven oil pump, lube oil cooler, filter, interconnecting piping and other necessary instruments and control. The reservoir shall be accessible for cleaning and oil changes

8.2.7 Engine Exhaust and Air intake system

The engine generator set shall have a complete exhaust and air intake system, including air intake filter and silencer, exhaust muffler etc.

The exhaust muffler shall be mounted on the engine and shall be provided with lugs, flanges or other items necessary for supporting the unit.

The exhaust piping shall be fitted with Residential type silencer in order to limit the sound level. Expansion joints shall take care of thermal deformation. The pressure drop in exhaust piping including silencer, bends, expansion joints etc. shall be compatible with exhaust gas leaving the engine. The exhaust piping shall be duly covered throughout the length from engine outlet up to the exit of pipe from the DG set with rock wool insulation and aluminium sheet cladding. The bending radius of bends shall be not less than 3 times the internal diameter of pipe. A drain plug shall be fitted at the lowest point of piping for condensate drain. The exhaust piping shall meet the regulations of the pollution control board. Suitable supports with vibration isolations shall be provided for proper installation of exhaust piping.

8.2.8 Diesel Generator Protection: The generator sets shall have the following protection features in built in Controller

SNo.	Specification	Description
1.	Engine Safeties Features and Protection	Low Oil Pressure Warning
		High Coolant Temperature Warning
		Low Coolant Level (Warning or Shut Down)
		Low Oil Pressure Warning
		High Coolant Temperature Shut Down

SNo.	Specification	Description
		Fail to Crank Shut Down
		Cranking Lockout
		Over speed Shut Down
		Emergency Stop Shut Down
		Fault Log for at least Last 5 Faults
		Weak Battery Warning
2	Electrical Safeties Features and Protection	High AC Voltage Protection
		Low AC Voltage Protection
		Under Frequency Protection
		Loss of Excitation
		Weak Battery Monitoring Feature
3.	Engine Safety Features	Battery Voltage Monitoring
		Coolant Temperature Monitoring
		Low Lube Lubricant Oil Pressure Safety
		High Engine Speed Safety
		Engine Run Hours
4	Fault Codes Display	Programmable Isochronous or drop governing
		b) ability High Coolant Temperature (Trip/Alarm)
		c) Over Speed (Trip / Alarm)
		d) Low Lubricant Oil Pressure
		e) (Trip) Low Coolant Level (Trip / Alarm)
		f) Battery Charging failure
5	Starter Motor Protection	Automatic Speed Dependent Starter disengagement on startup

8.2.9 OPERATION: The starting time of the Set should be as less as possible, but not exceeding 10 secs to come on load. In case the first starting operation is not successful, two more attempts with preset time intervals should be made to start the engine and in case of failure, of all the attempts, the Set should be locked out. When the engine speeds up and alternator develops desired voltage and frequency, generator circuit breakers shall be switched on.

8.2.10 Automatic mains failure panel: Sequence Logic

- Automatic starting of DG Set in the event of mains voltage/frequency below preset value / total failure. Command to be initiated for closing the remote Breaker of DG, when DG voltage is developed & healthy.
- On restoration of mains supply, its quality will be monitored for a preset time and then load is automatically transferred on the mains. Command to open the DG Breaker & Close the Mains breaker. The diesel engine is shutdown after a preset idle running period.
- In the event of failure of DG set 1 fail to start on three attempts or fails to develop healthy voltage on Mains failure, command should be initiated for the Second DG set to start & closing command given (as in for DG1) for the remote breaker to close. The stopping sequence will be same as for DG1.
- In the manual mode the DG Set can be started by the operator by pressing the start button and stopped by stop button irrespective of the mains condition, locally from the engine controller.
- In the test mode, mains failure condition is simulated. However, the load will not be transferred on the DG Set.

8.2.11 INSTALLATION OF DIESEL GENERATOR SET

- Vibration isolation mountings shall be provided as per the recommendations of the manufacturer.
- The DG sets shall be accurately levelled so as to ensure trouble free and smooth operation.
- The work shall also include suitable pipes/trenches for control cables as may be
- The Successful Bidder should furnish detailed installation drawings, logic sequence of AMF panel / Synchronization panel to the Consultant / Bank and get it approved before actual execution of order & installation/ commissioning.

8.2.12 Acoustic Enclosure:

- Acoustic enclosure shall be powder coated and fabricated out of minimum 1.4 mm thickness MS sheet. The silent canopy shall be of nut bolt type construction. Powder coating is done after surface treatment process of sheet metal. Canopy panel and doors shall have inside lining of Fire Retardant Foam as acoustic material. Hinged doors shall be provided to canopy, one door shall have glass window for control panel.
- The enclosure surface is pre-treated with 11 tank process and thereafter they are coated with high quality powder and are baked in uniform temperature in conveyor oven.
- The Base frame is rugged in construction and designed for mounting engine and alternator close coupled, with cross members mounted on AVM. They are fabricated with MS HR sheet steel of suitable thickness. The Base frame is pre-treated and coated with primer based powder / Epoxy paint.
- The acoustic enclosure shall be free standing floor mounting type Independent of the DG Set. The enclosure shall be pre-fabricated, factory built and modular in construction so that it can be easily assembled at site around the DG Set.
- The enclosure consists of acoustically treated panels, housed in rugged frames which shall be bolted together to form the body of the enclosure. Doors shall be provided for easy access to the DG Set while minimizing the operating space requirements. Ventilating louvers shall be provided for cool air entry as well as hot air discharges.
- The enclosure panels shall be filled with a special grade high density acoustic grade materials on the inside surface by perforated aluminium / equivalent Sheets specifically designed for optimum sound attenuation.
- The construction and design of the Acoustic enclosure shall be very rugged, durable. All materials used for acoustic treatment shall be fire resistant and moisture resistant grade. For effective sealing, necessary gasket materials shall be provided.
- The noise level with acoustic enclosure shall not be more than 75 dB at 1 m distance measured as per CPCB guidelines.

8.2.13 DG SET CONTROL PANEL

- The diesel generator set shall be supplied with a Control panel and in conformity of the logical sequence of running the DG sets. The status of normal power supply availability will be monitored by the Auto Transfer Switch located in electrical room in the building. After sensing the normal supply failure, DG set should start and when the normal supply resumes it should be sensed by Control panel of the DG Set and shall stop the DG set.
- The DG set control panel shall be provided with following features for BMS connectivity & not limited to the following:
 - a. Potential free contacts for monitoring of run, trip status and recording of running time of DG Set
 - b. to receive signal from BMS to DG set for start/stop.

- **CONSTRUCTIONAL FEATURES :** Panel shall have
 - a. Outdoor type with Canopy having a degree of protection of IP 65.
 - b. Compartmentalized, modular design.
 - c. Cable entry: TOP
 - d. Provided with gaskets in a groove all round the perimeter of removable covers and
 - e. provided with hinged doors
 - f. Busbars and cable alley shall be shrouded with FRP sheet.
 - g. Undrilled Bottom gland plate
 - h. The busbars shall be made from electrolyte grade copper with current density not exceeding 1.6 A /mm².
 - i. Four Lifting Lugs per each shipping section shall be provided.
- **SHEET METAL WORK :** The panel board frame shall be fabricated using suitable mild steel structural sections or pressed and shaped cold rolled sheet steel of thickness not less than 2.0 mm. Frames shall be enclosed by cold rolled sheet steel of thickness not less than 2.0 mm smoothly finished, levelled and free from flaws. Doors, top covers and partitions shall be made of cold rolled sheet steel of thickness not less than 1.6 mm. stiffeners shall be provided wherever necessary.

8.2.14 AIR CIRCUIT BREAKERS:

- The ACB shall be rated for 415 V AC.
- All live parts shall be totally enclosed and shrouded with a heat resistant molded insulating material housing. Operating mechanism shall be quick make, quick break and trip free type.
- The ACBs provided shall be of microprocessor release with the following Features:
 - a. Inverse-time-current tripping characteristics under sustained overload.
 - b. Instantaneous tripping on short circuit
 - c. Earth fault module and shunt trip
- ACB shall be of current limiting type.
- The rated service breaking capacity (Ics) shall not be less than the ultimate short circuit breaking capacity (Icu).

8.2.15 CURRENT TRANSFORMERS: Current transformers shall be of the Cast Resin Type. All current transformers shall be earthed through a separate earth link.

8.2.16 INDICATING INSTRUMENTS AND METERS: Digital electrical indicating instruments shall be of minimum 96 mm square size and with a class of accuracy of 0.5 and should have red colored readout and 1" display.

8.2.17 CABLE TERMINATIONS: Suitable double compression type, brass cable glands with check nuts, rubber sealing ring and brass washers shall be provided to support all cables entering the switchgear/ Panel.

8.2.18 INTERNAL WIRING: Wiring inside the switchgear shall be carried out with 660/1100 V grade, single core, PVC insulated, multi-stranded copper conductor wires. Minimum size of conductor for power circuits is 2.5 sq. mm and control circuits is 1.5 sq mm. Not more than two connections shall be made on any one terminal. All internal wiring shall be properly ferruled at both terminations. All control cables shall be terminated with crimping types lugs with colored PVC shrouds and shall have identification labels.

8.2.19 SWITCHGEAR COMPONENTS: The Control panel shall be provided with the following devices:

S.No.	Switchgear	Description
1.	Breaker	1000A 4P ACB, Icu = 65KA with microprocessor based O/L, S/C and E/F release
2.	Metering	
a.	Indicating lamps	R-Y-B LED Phase Indicating Lamps ON: RED, OFF: GREEN, TRIP: AMBER LED Indicating Lamps. ON:RED – Load on Mains ON:RED – Mains Healthy ON:RED – DC supply ON ON:RED – Load on DG Set LED Indication for Emergency Stop
b.	Instruments & Switches and accessories	1 No - Electronic Hooter 1 No - Digital Voltmeter for AC voltage 1 No - Digital Ammeter for AC Current 1 No - Digital Frequency meter 1 No - Emergency stop button 1 No - Annunciation Window 3 Nos.- Test/ Accept /Reset Push Buttons 2 Nos.- DG set Start /Stop Push Buttons 3 Nos.- Resin Cast Current Transformers for metering
		3 Nos.- Resin Cast Current Transformers for protection 1 No. – Breaker Control Switch, 1 No. – Auto / manual Selector Switch 1 No. – Local /Remote Selector Switch Protective HRC fuses for Indicating Lamps, protective Relays etc.
3.	Protection Relays	Protection relays: 1 Set - 2 overcurrent, 1 earth fault IDMT relay(51-51N) 1 No - Master trip / alarm relay 1 Set - Over voltage and Undervoltage relay 1 No - Three attempt engine cranking relay
4.	Bus bar	1000 Amps TP&N Tinned Copper Bus bar suitable for 415V, 50Hz, 50KA for 1 Sec.

8.2.20 BATTERY AND BATTERY CHARGER

- Battery: 24 V Low Maintenance Lead Acid Battery Set of 250AH capacity or as per OEM specifications with float cum boost charger unit shall be provided. The System D.C Voltage shall be 24V DC.
- Battery Charger: Battery charger unit shall be provided with the following:
 - 1 No. : Transformer
 - 1 No. : Resistor
 - 1 No. : Rectifier
 - 1 No. : Suitable range DC Voltmeter and DC Ammeter
 - 1 No. Charge rate selector switch for operation of Trickle, Boost and Off modes of Battery charger.

8.2.21 TESTS

Switchgear shall be subjected to following tests as per relevant standards:

- Mechanical operation test.
- Power frequency H. V. test for 1 minute. (2500 V)
- Insulation resistance at 500 V D.C. before/after the above H.V test.

8.2.22 EARTHING

- 02 nos. separate earth pits shall be provided in vicinity of the diesel generator to be provided shall comprise of earth electrode in earth pits, earth bus/ grid of copper flats as earth continuity conductor.
- Entire earth system shall conform to the Code of Practice as per IS: 3043 with its latest amendments.
- Neutral of each Alternator shall be connected to two separate independent earthing stations and the Body of the Alternators shall be connected to another set of two earthing stations.
- Enclosures and frame work of all current carrying equipment and accessories shall be adequately earthed and connected to the earthing system of the Body of the Alternator. All three phase electrical equipment shall be earthed at two distinct points. Earth leads shall follow as directed and as short a path as possible.
- Earth Electrodes in Earth Pits: Plate electrodes of Copper shall be 600 x 600 x 3 mm thick unless otherwise specified. Earth Bus and Earth Continuity Conductor: (a) Earth bus is a Copper strip of specified size. Resistance to Earth: Earthing resistance of every earth station shall not exceed 1.0 ohm.
- Earthing Station: Plate Electrode Earthing - Earthing electrodes shall consist of a copper plate not less than 600mm x 600mm x 6mm thick, as called for in the schedule. The plate electrode shall be buried as far as practicable below permanent moisture level but in any case not less than 2.5 m below ground level.
- Earth Electrode shall not be installed in proximity to a metal fence. It shall be kept clear of the building foundations and in no case shall it be nearer than 2 mtrs. from the outer face of the wall. The earth plate shall be set vertically and surrounded with 150mm thick layer of charcoal dust and salt mixture. 20 mm. G.I. pipe shall run from the top edge of the plate to the ground level. The top of the pipe shall be provided with a funnel and a mesh for watering the earth through the earth. The main earth conductors shall be connected to the electrode just below the funnel, with proper terminal lugs and check nuts. The funnel over the G.I. pipe and earth connections shall be housed in a masonry chamber approximately 350mm length x 300mm. wide and 300mm. deep. The masonry chamber shall be provided with a cast iron cover resting over a C.I. frame embedded in masonry.

8.2.23 TESTING AT MANUFACTURER'S WORKS, PRE-COMMISSIONING TESTS AND COMMISSIONING TESTS

- The General intent of this specification is to mention the relevant tests to be done and furnished to the Project Manager by the Successful Bidder. These are general guidelines. However the Successful Bidder shall carry out all such tests and complete all formalities as per relevant Indian Standard Specifications and/or Electricity Rules and Regulations as per Government Gazette and Publications.
- All equipment before installing at the site of work shall be tested and all such results produced to the Bank. Nothing shall absolve the Successful Bidder from re-performing

any tests that the he may be called upon specifically by the Supply Company or Electrical Inspectorate. All equipment shall be tested in the presence of the Bank or his authorized representative and test data shall be furnished as required.

• **TESTING OF EQUIPMENT:**

Factory Testing: - Before dispatch of the DG set along with AMF from the factory, the same shall be tested for a continuous run of total four hours at full load conditions. The DG set shall be loaded with 10% overload (i.e. 110% of rated capacity) for one hour. All other parameters shall be tested as per relevant IS. Fuel consumption shall be monitored in this case. The contractor shall provide all the consumables like fuel, lubricant (including one initial charge) necessary for this testing. On completion of test necessary test report shall be furnished. Sound level shall be measured as per CPCB norms.

Site testing: The DG set shall be tested for proper functioning for a total run of 8 hours at site conditions. The contractor shall provide all the consumables like fuel, lubricant (including one initial charge) necessary for this testing. On completion of test, necessary test report shall be furnished. The Successful Bidder shall also provide the manufacturer's test certificate for the engine and alternators for the routine and type tests. Three attempt starting facility shall have to be demonstrated and tested at Site.

- **PRE-COMMISSIONING TEST :** On completion of erection the Successful Bidder shall clean all the equipment thoroughly and inspect the entire installation for correctness and shall furnish a report of completion to the Project Manager. Pre-commissioning tests shall commence only on approval of this report by the Project Manager.
- Mechanical Operational tests for all movable parts of switchgears, breakers, tripping devices etc. Phase sequence tests at all the relevant points for connecting correct R, Y and B as per the supply utility sequence.
- AMF Panels to be tested for interlocks, control tripping and breakers to be tested for sequential tripping.
- Continuity tests shall be done for noting any short circuits and/or earthing of phases.
- Earthing tests for continuity of Earth by earth megger, on L.V. side. The earth resistance values shall not exceed 01 ohm.

8.2.24 LIST OF APPROVED BRANDS/MAKES OF EQUIPMENTS REQUIRED UNDER THIS TENDER.

The following are the list of approved brands/makes of equipment's required under this tender. Please note that wherever there is a multiple choice of brands/makes approved, any one make as nominated by the Bank will have to be supplied by the Contractor without any extra cost to the Bank. No deviation in this will be accepted by the Bank.

S No.	Equipment	Makes
1	LT Air circuit Breaker	SCHNEIDER/ SIEMENS/ ABB
2	LT XLPE Armoured cable 1.1 KV grade, Aluminium/ Copper conductor cables type A2XFY/YRY.	KEI/FINOLEX/POLYCAB/UNIVERSAL
3	Low Tension, TPN SFU with HRC fuses, 415 Volts, AC, 3 Phase, 50 Hz.	ABB/ GE POWER/SIEMENS
4	Low Tension, TP, Moulded Case Circuit Breaker, 415 Volts AC, 3 Phase 50 Hz., 50 KA-STR Microprocessor / Thermal Release	SCHNEIDER/ SIEMENS/ ABB
5	Indicating Lamps Holders with LED type lamps.	ALTOS/MIMIC/ TECHNIK

6	Terminal Blocks Push On type.	WAGO/HELU/ ELEMEX
7	Push Button Stations type, in different colour codes.	TECHNIK/ SIEMENS/ VAISHNAV
8	HRC Control fuses with bakelite/type moulded fuse holders.	GE/SIEMENS/ L&T
9	Cable Glands Single compression type.	Siemens/ COMMET/ BRACO
10	Load Managers, Digital type Ammeters, Voltmeters, PF meters, Frequency Meters. Digital Energy Meters.	DIRIS/TRINITY/ ENERCON
11	Micro Processor Relays.	ABB/SEGC/ SCHNEIDER/SIEMENS
12	Panel wires, Gray/Black colour in 660/1100 Volts.	RR KABEL/ FINOLEX/KEI
13	Starters/Contactor/ Timers.	SCHNEIDER/ SIEMENS/ABB
14	Miniature Circuit Breaker of 10 KA Breaking Capacity and Boards.	SCHNEIDER / ABB/L&T HAGER/ SIEMENS/

8.2.24 Codes and standards

The Diesel generator shall be complied to the following standards

- ISO 9001
- Listed to UL 2200, Stationary Engine Generator Assemblies.
- All low voltage models are CSA certified to product class 4215-01.
- Engine certified to U.S. EPA SI Stationary Emission Regulation 40 CFR, Part 60.

8.2.25 SCOPE OR WORK DURING COMPREHENSIVE MAINTENANCE

The Contractor has to maintain the Diesel generator in good working condition at all times during the comprehensive maintenance period on monthly. The consumable items like filters/lubricating oil shall be replaced on monthly/quarterly/annual basis. **The contractor has to visit & inspect the performance of Diesel Generator once in each month(minimum).** The scope of work during comprehensive maintenance shall be as under :-

i. Engine:

- Engine oil shall be replaced if it has lost viscosity as per OEM standards.
- Coolant shall be replaced as per OEM standards.
- Renew filter elements as required.
- Check and tighten external nut bolts as required.
- Check condition of hoses and tighten hose clamps as required.
- Check and adjust belt tension or replace belts as required.
- Check condition of battery and terminals.
- Check and adjust tappet clearance as required.
- Carrying out Air Cleaner maintenance as required.
- Check and record engine parameters.
- Checking and tightening connections of engine terminal box, relays and timers.
 - Check Engine Protection Unit for proper functioning.
- Check and correct external leakage

- ii. Alternator: The contract does not cover any major problems to the alternator but include scope of routine checking of connections of alternator, AVR.

iii. **Control Panel :**

- Visual inspection of all wiring to be done & scheme check to be done on quarterly basis.
- Minor problems like checking & replacement of small components like relays, timers will be done.

iv. **Exhaust system /Air intake system :** Cleaning of all filters/dampers as per OEM specifications

- v. To attend Emergency / breakdown calls on priority and provide workable solutions, whenever feasible.
- vi. To adhere to safe working practice and take utmost care not to harm material and men around the Equipment.
- vii. To depute trained engineers / technicians from its network to carry out services.
- viii. Scheduled & unscheduled repairs required on major components of engine like overhauling, top overhauling repairs to major components like Pump, Injectors, Turbo, Cylinder head, Radiator, Self-starter & charging alternator, Fan drive arrangement etc.
- ix. Scheduled & unscheduled repairs required on major components of Alternator like rewinding of stator / rotor, alternator, AVR, Engine to Alternator Coupling.
- x. Scheduled & unscheduled repairs required on major components of Control Panel like contractors, battery chargers, timers, circuit breakers, energy meters & other instrumentation.
- xi. Cleaning of Diesel Tank, Radiator / Heat exchanger, Silencer etc. as per OEM specifications
- xii. **Penalty for delay:** During the period of defect liability/comprehensive maintenance any unattended complaint for more than 24 hours shall attract penalty of **Rs. 500/-** per reference.

9 INTEGRITY PACT

General: This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on ____ day of month of ____ 2022, between on one hand, Bank of Maharashtra through authorized official Shri. _____, Asst. General Manager(Civil), 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, TESTING AND COMMISSIONING OF 500 KVA DIESEL GENERATOR ALONG WITH COMPREHENSIVE MAINTENANCE FOR 05 YEARS FROM 2ND YEAR FOR HEAD OFFICE, BANK OF MAHARASHTRA, LOKMANGAL 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. Total Security Deposit: Total security deposit comprises: Earnest Money Deposit & Performance Security Deposit.

- i. **EARNEST MONEY DEPOSIT: Rs. 50,000/- (Rs. Fifty thousand only)** to be paid in the form of Demand Draft /PO favoring 'Bank of Maharashtra" payable at Pune. EMD shall be waived off to MSME vendors registered in appropriate category only.
- ii. **Performance Security Deposit (PSD)** – 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 shall be converted in Bank guarantee for period of 06 years ie. till the end of comprehensive maintenance period. 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.
- iii. No Interest shall be paid on the amount retained by the Bank as Security Deposit

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

2. Name : Umesh Vasant Dhattrak

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

E-Mail id : 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 Monitor 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 any 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
Name of the Officer:
Designation:
Corporate Services Department
Bank of Maharashtra
(Office Seal)
Place _____
Date _____

BIDDER
Proprietor
(Office Seal)

Witness:
1 _____
(Name & Address) : _____

2 _____
(Name & Address) : _____

Witness
: 1 _____
(Name & Address) : _____

2 _____
(Name & Address) : _____

10 Annexure-I

DECLARATION BY THE BIDDER

(On Bidder's letter Head)

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. DD/Pay Order NO (as EMD) :
3. Terms & conditions (each page and Annexure documents are signed & stamped with the seal)
4. 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

11 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 Diesel Generator.
- 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

12 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 Asst. General Manager(Civil)
Corporate Services Department
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.....

13. ANNEXURE-IV
FORMAT FOR AUTHORIZATION LETTER
(ON ORIGINAL LETTER HEAD OF ORIGINAL EQUIPMENT MANUFACTURER)

The Asst. General Manager(Civil)
Corporate Services Department
Head Office Bank of Maharashtra
Lokmnagal Pune-5

Dear Sir,

Subject : Authorization letter.

1. In reference to your Tender AX1/CSD/TENDER/18/2022-23 Dated 06.09.2022, we Authorize M/s from our end to take up all scope of works as per the specifications/terms and conditions of the tender.
2. The completed works shall be verified from our end through our internal quality team & recommendation for payment shall be released thereafter.
3. All payments may be conveyed directly to M/s & we shall convey warranty for one year in all respects.

Yours faithfully,

Authorized Official
Seal & Signature

13 PROFORMA FOR BANK GUARANTEE

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

THIS GUARANTEE AGREEMENT executed at Pune on this ...day month ofmonth 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 atand 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/TENDER/18/2022-23** Dated 06.09.2022), 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 ..2022 for "**SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF 500 KVA DIESEL GENERATOR ALONG WITH COMPREHENSIVE MAINTENANCE FOR 05 YEARS FROM 2ND YEAR FOR HEAD OFFICE, BANK OF MAHARASHTRA, LOKMANGAL 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
TENDER NO : AX1/CSD/TENDER/18/2022-23 Page 75 | 89 Seal & Signature of Bidder

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.

14 ARTICLES OF AGREEMENT
(on non judicial stamp paper of value as per latest Maharashtra Stamp Act)
ARTICLES OF AGREEMENT (FORMAT)

Agreement for "SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF 500 KVA DIESEL GENERATOR ALONG WITH COMPREHENSIVE MAINTENANCE FOR 05 YEARS FROM 2ND YEAR FOR HEAD OFFICE, BANK OF MAHARASHTRA, LOKMANGAL 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 ____ 2022".

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/TENDER/18/2022-23** Dated 06.09.2022, hereinafter called as " said tender document" with following details as:

Date of Issue: 06.09.2022

Last date of submission: 20.09.2022(14:00 Hrs)

Date of Pre Bid Meeting: 12.09.2022 (15:00 Hrs)

Date of Opening of Technical Bid: 20.09.2022(15:00 Hrs)

for the work of **"SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF 500 KVA DIESEL GENERATOR ALONG WITH COMPREHENSIVE MAINTENANCE FOR 05 YEARS FROM 2ND YEAR FOR HEAD OFFICE, BANK OF MAHARASHTRA, LOKMANGAL 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, TESTING AND COMMISSIONING OF 500 KVA DIESEL GENERATOR ALONG WITH COMPREHENSIVE MAINTENANCE FOR 05 YEARS FROM 2ND YEAR FOR HEAD OFFICE, BANK OF MAHARASHTRA, LOKMANGAL PUNE"** at lowest rates (L1) on the terms & conditions mentioned in tender document duly accepted by you.

WHEREAS

The Bank is desirous of availing work for **"SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF 500 KVA DIESEL GENERATOR ALONG WITH COMPREHENSIVE MAINTENANCE FOR 05 YEARS FROM 2ND YEAR FOR HEAD OFFICE, BANK OF MAHARASHTRA, LOKMANGAL PUNE"** at lowest rate (L1).

- i. 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. 50% of the contract value(Part A) after the supply of the complete system at site.
 - ii. 40% of contract value(Part A) after installation, testing, commissioning of the system & handing over of entire system to the Bank all as per the technical specification and terms and conditions specified in the contract.
 - iii. 5% of contract value(Part A) after 3 months of successful operation.
 - iv. 5% of the contract value(Part A) for Defect Liability Period of 01 year.
 - v. Payment for comprehensive maintenance shall be paid after satisfactory completion of annual maintenance period on annual basis.

5. Brief Scope of Work:

- i. Dismantling the existing Diesel Generator of Bank and providing buyback amount.
- ii. Supply, Installation, Erection, Testing & Commissioning of 500KVA Diesel Generator to Lokmangal Premises.
- iii. Liaison with Govt. departments for work execution, necessary approval and any documentation etc.

- iv. **Civil Works:** The vendor shall prepare the site for installation of Diesel Generator along with all the necessary Civil Works (if required).
- v. **Comprehensive Warranty:** The vendor shall maintain the Diesel Generator in good working condition during the 01 Year defect liability period & 05 year comprehensive maintenance period by conducting monthly, quarterly & annual maintenance as per detailed scope of work Section VIII of tender.
- vi. All faulty parts having reduced capability as per specification shall be replaced by the vendor at their cost during defect liability & comprehensive maintenance period.

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 Diesel Generator, 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 provide comprehensive guarantee for the system/ equipment/ materials/ supplied against faulty design/ material/ components/ workmanship giving rise to breakdowns/under efficiency/ reworks/ replacements etc for period

of **five years**. Comprehensive onsite warranty should be valid for a period of **five 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:** 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".

- vi. has a winding up order made against it; or
 - vii. has a receiver appointed over all or substantial assets; or
 - viii. is or becomes unable to pay its debts as they become due; or
 - ix. enters into any agreement or composition with or for the benefit of its
 - x. creditors; or
 - xi. passes a resolution for its voluntary winding up or dissolution or if it is dissolved. Force Majeure incident continues more than 30 days the contract may be terminated by the Bank.
- In view of above circumstances, Bank will terminate the contract under Risk and lost of the contractor.

15. 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.
16. 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.
17. 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.
18. 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.
19. **Performance Security Deposit (PSD)** – 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 shall be converted in Bank guarantee for period of 06 years ie. till the end of comprehensive maintenance period. 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.

20. **Defect Liability Period:** The defect liability period for the work shall be for period of **01 year** from the completion of work.
21. **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.
22. **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.
23. **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".
24. **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.
25. **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 advice 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 Diesel Generator installation work must be protected by THE CONTRACTOR from unauthorized disclosure or access.

26. Conflict of Interest:

- i. 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:
- ii. 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:
- iii. 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
- iv. 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
- v. 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
- vi. such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or
- vii. 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
- viii. such Bidder or any Associate thereof has participated as a contractor to the Bank in the preparation of any documents, design or technical specifications of the Project.

- 27.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).
- 28.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.
- 29.No payment shall be paid for any substandard quality or faulty Diesel Generator etc.
- 30.The necessary bills for payment shall be submitted directly to Corporate office from where the purchase order is placed.
- 31.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.
- 32.The Bank reserves the right to cancel the empanelment at any time without assigning any reason, whatsoever.
- 33.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.
- 34.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.