



**TENDER FOR SUPPLY, INSTALLATION, TESTING COMMISSIONING & MAINTENANCE
OF AIRCONDITIONES AT PUNE EAST ZONE BANK OF MAHARASHTRA**

**TENDER REFERENCE NO: AX15/GAD/TENDER/AC/ PUNE EAST ZONE/2023-
24, Dated: 12.03.2024**

Date of issue of tenders: 12.03.2024

Last date of submission of tender: 22.03.2024

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TENDER DOCUMENT FOR SUPPLY, INSTALLATION, TESTING COMMISSIONING & MAINTENANCE OF AIRCONDITIONES AT PUNE EAST ZONE BANK OF MAHARASHTRA

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TECHNICAL BID

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**TENDER REFERENCE NO: AX15/GAD/TENDER/AC/PUNE EAST ZONE/2023-
24, Dated: 12.03.2024**

1. NOTICE INVITING TENDER

Date: 12.03.2024

Dear Sir,

Subject: TENDER DOCUMENT FOR “**SUPPLY, INSTALLATION, TESTING COMMISSIONING & MAINTENANCE OF AIRCONDITIONES AT PUNE EAST ZONE BANK OF MAHARASHTRA**”

1. **BANK OF MAHARSHTRA** invites sealed tender offers (Part 1 Technical Bid and Part 2 masked commercial bid) from reputed Original Equipment Manufacturers OR their Authorized dealers /service providers against RFP No /GAD/TENDER/AC/PUNE EAST ZONE/2023-24, of air-conditioning system (**Daikin, Carrier, Voltas, LG, Bluestar, Mitsubishi**) on Government E Marketplace (GeM Portal) for captioned subject, as per schedule of work and General Terms & Conditions:
2. Bid Collection & Submission Calendar

Tender Reference No.	AX15/GAD/TENDER/AC/PUNE EAST ZONE/2023-24
GEM BID REF No.	
Date of commencement of tender document	12.03.2024
Queries to be mailed by	
Queries to be mailed to	
Date of Pre Bid Meeting	18.03.2024
Date & time of tender submission	22.03.2024
Date & Time of Opening of Technical Bid	22.03.2024 04:00 pm
Place of opening tender offers	Pune East Zonal Office
Address of Communication	Pune East Zonal Office, Janmangal, Sr. No. 7A/2, Opp Kirloskar Pneumatic co Ltd, Hadapsar Industrial Estate, Hadapsar, Pune, Mahatashtra, 411013
Earnest Money Deposit	240000/-
Contact Telephone Numbers	7566723372

3. **EARNEST MONEY DEPOSIT: Rs. 240000/-** to be paid in the form of Demand Draft /E -PBG favoring 'Bank of Maharashtra" payable at Pune EMD shall be waived off to MSME Bidder registered in appropriate category only. The Earnest Money shall be adjusted in the final billing to the contractor.
4. **Performance Security Deposit (PSD)** – Contractor has to submit a Performance security deposit of amount 5% (Five percent on Total order value) in form of DD in favor of Bank of Maharashtra

TENDER NO: AX15/GAD/TENDER/AC/PUNE EAST ZONE/2023-24 Page 4 of 54 **SEAL SIGN BIDDER**

payable at Pune East Zone within 07days of the acceptance of Work Order. The said PSD shall be forfeited as a compensation for any loss resulting from the failure to perform the obligations under the contract or in the event of termination of the contract or in any event, which Bank thinks fit and proper. The PSD amount shall be adjusted in the final Bill of the contractor.

5. **Defect Liability and Retention amount:** The defect liability period for the work shall be for period of **01 Years** from the date of commissioning. **5%** of the Final Bill amount will be deducted and same will be retained for period of **01 years**. The amount will be released after successful completion of defect liability period. The amount shall be kept at Zonal Office level.
6. **COMPLETION PERIOD: 30 days from date of award of work.**
7. **LIQUIDITY DAMAGES:** 0.5% OF CONTRACT VALUE PER WEEK DELAY UPTO 5% of total contract value.
8. **Payment terms:** The payments shall be made as per the following terms and conditions:
 - i. 95 % of total contract value within 15 days from Date of commissioning/handover.
 - ii. 5% of total contract value after completion of defect liability period ie. after 12 months from Date of commissioning/handover.
9. **Brief Scope of Work:**
 - i. Removal of existing old air conditioners along with indoor & outdoor units & handing over the same to the Bank.
 - ii. Supply, installation testing commissioning of air conditioners as per the terms & conditions & defined location of the Bank.
 - iii. The agency shall carry out 4 quarterly maintenances which includes wet services for the outdoor through cleaning of indoor and outdoor units for the period of 1 year with prior approval of Bank.
10. **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 **02 years** on all components electronic/non electronic & 10 years replacement warranty on compressor. The replacement shall be carried out without any additional cost to the Bank during defect liability period.
11. The agency shall visit/examine the site for each unit as per given time schedule or prior appointment and submit duly filled & signed undertaking for site visit.
12. The bidder shall attach copy of GST registration number.
13. The bidder shall attach copy of agency/company RTGS details.
14. The Bidder will not withdraw his/their Tender after opening of technical bid and if done so; his/their EMD may be forfeited and firm/OEM will be blacklisted.
15. OEM/manufacture can participate in Bidding process through their authorized dealer for the said work. However, OEM/manufacture can authorize only one authorized dealer for submission of bid. In this concern, OEM has to issue specific authority letter to the authorized dealer for participation in Bid process as per Annexure IV of the tender.
16. Bidder shall sign and stamp all the pages of tender documents at the lower right-hand corner by the bidder.

17. All the rates mentioned in the tender are inclusive of all duties / taxes / levies / transport charges / octroi / works contract tax (WCT)/GST TDS etc. but exclusive of GST and shall remain firm till completion of work, no escalation in price will be payable for what-so ever the reason may be.
18. The offer shall remain open for at least 90 days from the date of opening of Price Bids. The Earnest Money shall be accepted only in the form of Demand Draft/Pay order drawn in favour of "Bank of Maharashtra" & payable at Pune failing which the bid will summarily be rejected.
19. The tender submission shall be done in online mode at GeM Portal. No separate intimation shall be given to any bidder all clarifications/intimations shall be done through GeM Portal only. 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 Bidder shall be disqualified and price bids of remaining Bidders shall be opened on the same day.

The tenders shall be addressed to The ZONAL MANAGER, Pune East ZONE (DETAILED ADDRESS OF ZONAL OFFICE) and subscribed **TENDER DOCUMENT FOR "SUPPLY, INSTALLATION, TESTING COMMISSIONING & MAINTENANCE OF AIRCONDITIONES AT Pune East ZONE BANK OF MAHARASHTRA"** Any clarifications on said tender shall be as per the extant guidelines/procedures as followed on GeM portal. 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 to their meaning should be reported in writing to the office of the The ZONAL MANAGER,ZONE (DETAILED ADDRESS OF ZONAL OFFICE) 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,
Sd/-

ZONAL MANAGER
Pune East ZONE

2. LETTER OF SUBMISSION FROM BIDDERS

Dated :

The Zonal Manager,
Pune East Zone,
Bank of Maharashtra,

Dear Sir,

Reg : The tender documents **AX15/GAD/TENDER/AC/PUNE EAST ZONE/2023-24** Dated 12.03.2024

1. I/ We, having examined the delivery address, 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 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. 240000/- (Rupees Two Lakh Forty Thousand 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 5% 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 **90 days** from the date of opening of the tender and it shall remain binding upon us and may be accepted by the **Bank** at any time before the expiration of that period without any additional cost.
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 Stamp Act and we agree to bear the entire cost of agreement charges.
9. We agree to pay Government VAT, GST, Sales-Tax (State & Central), Service Tax, Central Excise Duty, Octroi, Work Contract Tax and all taxes as prevailing from time to time, on such items for with the same are leviable and the rates quoted by us are inclusive of the same.
10. I/We do agree that my/our tender shall stand disqualified in the event of –
 - a) Failure to submit the tender in specified time and date.
 - b) Any page of this tender is found missing.

- c) Any page of this tender form is not signed by us in token of acceptance.
- d) The rates and/or amounts in the schedule of quantities are not filled in figures as well as in words in English and all erasures are not counter signed.
11. I/We do hereby offer to execute the work under the contract at the respective item rate basis mentioned in the schedule of quantities.
12. I/We have examined and studied carefully the site of the proposed works, all the Drawings, Schedule of Quantities, Specifications and conditions of contract and I/We agree to comply whole of work within respective time limits mentioned in the tender, from the date of getting the intimation from you that our tender has been accepted and upon receiving the possession of the site.
13. I/We further undertake that on failure subject to the conditions of contract relating to extension of time, I/We shall pay damages to the 'Bank' the sum named in Appendix to the condition of the bidder/Supplier as Liquidated damages for the period during which the work shall remain incomplete.
14. The dispute resolution procedure shall be as mentioned in General Conditions of Contract and as per "The Arbitration & Reconciliation Act, 1996" as may be amended from time to time.
15. Indian law shall govern the terms and conditions under this contract.
16. We shall ensure the NDA clause signed by us for this tender.
17. NOTE: ALL PAGES OF THE TENDER DOCUMENTS INCLUDING ANNEXURES TO THE TENDER SHALL BE SIGNED & STAMPED AS ACCEPTED BY PUR FIRM /OR BY US.
18. Our bankers are:
- i)
- ii)
- Yours faithfully,
- Signature of Bidder
- (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 INSTRUCTIONS TO THE BIDDERS

1. Interested Bidder from manufacturer/OEM of ACs System (VRF/VRV/Split/Cassette/Tower ACs of **(Daikin, Carrier, Voltas, LG, Bluestar, Mitsubishi)**) are only invited to participate in the Tender process either directly or indirectly for execution of ACs work at site. However, manufacturer/Company can authorize dealers of reputed brand for execution of the work by giving written undertaking for participation in tender process on behalf of manufacturer.
2. The work shall be done as per the instruction and prior approval of Bank.
3. The bidders may visit/examine the site on Date during office hours to assess the scope of works before submitting their offer. No claims later on in regard to the site and its surrounding or any matter relating thereto shall be entertained. The bidders shall arrange & maintain at his (their) own cost all materials, Tools & Plants, security (for their man/materials), storage for material and facilities to the workmen for executing the work.
4. The rates mentioned in the financial bid shall be inclusive of all WCT, GST, Duties, Octroi, Packing, Forwarding, Cartage, Insurance, Loading-unloading, uplifting by crane/moving to designated location, road permit/state entry permit and Delivery, Installation, Testing, Commissioning, etc at site including temporary constructional Storage, Risks, Overhead Charges, General Liabilities/ Obligations etc and any other taxes as applicable. Any variation in the above said taxes till the completion of the work will also be in the bidders account.
5. **The conditional bids shall not be considered under any circumstances and rejected without any notice.**
6. All bids shall be the property of Bank of Maharashtra, and bidders will lay no claim whatsoever on the same.
7. Bank of Maharashtra reserves the right to reject any or all the tenders in full or in part without assigning any reasons whatsoever, and the decision of the Bank in this regard will be binding on all the bidders. Bidders not complying with any of the provisions stated in this tender document are liable to be rejected. Bank reserves the right to accept or reject any tender without assigning any reason and does not bind himself to accept the lowest tender.
8. Income Tax and surcharge will be deducted as per Govt. of India rules.
9. No Tools & Plants will be supplied by the Bank.
10. The rates quoted by agency shall be valid till the completion of defect liability period.
11. Any violation of instruction/agreement or suppression of facts will attract cancellation of agreement without any reference or any notice period and in such case the amount of Performance Security Deposit/B.G will be forfeited/invoked.
12. In case the successful bidder reviles from the offer within the validity of tender, the earnest money will be forfeited.
13. Time allowed for the work shall be strictly followed otherwise the bidder shall be liable to pay compensation at the rate of 0.5% of the tendered value of the work per week of delay on the part of the bidder subject to a maximum of 5% of the total tendered value of work. The decision of competent authority of Bank of Maharashtra on the delay shall be final and binding. However, for any reason beyond the control of the bidder the extension of time may be granted upon application by the bidder in prescribed format. No claim for any compensation during the extended period shall be entertained and the Bank's decision in this regard shall be final.
14. If bidder at any time makes default during currency of work or does not execute any part of the work with due diligence or Commits default in complying with any of the terms and conditions of the contract and does not initiate any remedy for it or takes effective steps for its remedy or Fails to complete the work(s) or items of work with individual dates of completion, on or before the date(s) so determined, and does not complete them within the period specified in the notice given in writing in their behalf by the Bank. The Bank without prejudice to any other right or remedy against the bidder which have either accrued or accrue thereafter, by a notice in writing to take the part work / part incomplete work of any item(s) out of his hands and shall have powers to take possession of the site and any materials, constructional plant, implements, stores, etc., thereon; and/or Carry out the part work / part incomplete work of any item(s) by any means at the risk and cost of the bidder.

15. ZONAL MANGER Pune East ZONE reserves the right to terminate the contract without any reference or any notice period on account of poor workmanship, non-compliance of set norms/specifications for the works, delay in progress of work, violation of any contract provisions by the bidder, failure to start the work within 10 days from date of issue of Letter of Intent (L.O.I). The contract can also be terminated at the request of bidder within 10 days from the date of issue of LOI order. In such cases the bidder is liable to pay Liquidated damages @ 5% of tendered value besides forfeiting performance guaranty /security deposit/EMD.
16. Bank shall be fully empowered to expel any of the bidder's staff in case of any indiscipline/misconduct/violence.
17. The bidder shall be solely responsible for any accident/medical/health related liability/compensation for the personnel deployed by it at Bank. The Bank shall have no liability in this regard.
18. The bidder should take extra precaution to ensure that there is absolutely no damage to the facility/property/equipments of Bank during execution of work.
19. Water & electricity required for the job shall be made available free of cost by the Bank. However, necessary piping, valve, wiring, cabling, lamps, switches & sockets, main switches, halogen/tube light fitting and tapping from existing line/connection including labour have to be arranged by the bidder at their own risk & cost.
20. The bidder shall supply materials at site with manufacturers test certificate and challan as desired by the Bank.
21. All materials brought at site shall be got approved by the Bank before being used. If rejected, the same shall be removed immediately. The material of only approved make shall be brought at site.
22. The bidder shall depute their own security staff for watch and ward of their materials supplied/ installed at site till the final handing over of the complete work and temporary lockable shed/Almirah etc. shall be arranged by bidder at his own risk and cost. No accommodation/ staff/ lockable space will be provided by Bank under any circumstances.
23. No escalation in any form either of cost/materials/labours or any taxes shall be payable by the Bank during the contract period.
24. The bidder shall be solely responsible for any accident/medical/health related liability/compensation for the personnel deployed by it at Bank. The bank shall have no liability in this regard.
25. The personnel employed by the bidder will not claim any right to become the employees of Bank and there will be no Employee and Employer relationship between the personnel engaged by the bidder and Bank.
26. No tent or hut shall be allowed to be put up for workers to stay within the premises. The bidder is deemed to have inspected the site and thoroughly acquainted himself with the site conditions, availability of storage space for materials etc.
27. It may here be noted; that the entire staff and labour of the bidder will follow all the security instructions issued by the Bank from time to time and these instructions may include the provisions to make suitable barricades or temporary wall fence to ensure that the labour confines itself to the area of the work ONLY. Serious action will be taken in case any of the bidder's workmen are found to be tampering with the Bank's property. Suitable damages will be recovered from the bidder's bills if anyone is found to do so. All decisions of the Bank in respect of the same will be final and binding on the bidder.
28. On completion of all work, bidder shall remove all surplus materials & leave the site in a broom clean condition, failing which the same shall be done at bidder's risk & cost.
29. Bidder shall be responsible for disposing off the all old dismantled waste materials away from the campus. The disposal of such materials shall be done immediately after completion of work at own risk & cost.
30. The work shall be guaranteed for one year from the date of actual completion of the work for both materials as well as workmanship. In addition of this; other warrantee/guarantee as per OEM for other parts of AC's shall be included in the contract.
31. The rates quoted by bidders should be realistic and workable for each and every items. Quoting unrealistic/unreasonable lower or higher price will be treated as non-responsive bid

and will not be considered for further evaluation. The decision of Bank shall be final in this regards.

32. The bidder shall ensure compliance of all statutory laws & bye laws of the central Govt./ state Govt./Municipal authorities related to the employment of their staff and all obligations under Minimum Wage Act, Workman Compensation Act, Provident Fund & Miscellaneous Provision Act, Bonus Act & Contract Labour Act 1970 etc. Bank will not be responsible for such purposes in anyway.
33. Any claim, dispute or difference arising out of or in connection with this agreement and which cannot be settled by mutual consultations, shall be referred to sole Arbitration or an Arbitrator to be appointed by Bank. The award of the Arbitrator shall be final and binding between the parties as per the terms and conditions of the Agreement to be executed on award of contract. The Arbitrator proceeding shall be governed by the Arbitration and Conciliation Act 1996 and shall be conducted in Pune The agreement is subject to the jurisdiction of the courts at Pune

34. Conditions of Contract

- i. Tender Form
- ii. Articles of Agreement
- iii. Notice Inviting Tender & General Instructions to the Bidders
- iv. Criteria for two part Tender submission and evaluation
- v. General Conditions of Contract
- vi. Additional Conditions of Contract

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

- i. Price Bid
- ii. Technical Specifications
- iii. Special Conditions of Contract
- iv. Instruction to Bidders

35. **Signing of Contract Document:** 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.

36. **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 **30 days** from the date of work order.

37. **Validity of Tender:** Tender shall remain valid and open for acceptance for a period of **90 days** from the date of opening the Price Bid. If the 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 cum Security Deposit (PSD)**.

38. Rate and Prices

- i) The Contract shall be on item rates basis. The contractor shall be paid for the scope of work as per specifications as mentioned in Technical and Price bid.
- ii) 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.

iii) Attached Bid document has to be downloaded, to be print and same to be uploaded again with all pages' sign & stamp. 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. Price Bid shall be filled online with proper rates considering specifications mentioned.

iv) 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

39. Blacklisting of contractor /Bidder:

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

4. CRITERIA FOR TWO PART TENDER SUBMISSION AND EVALUATION

1. **The tendering process shall be done as per extent guidelines of the GeM portal. Two Bid system shall be adopted.** The Bidders shall submit all the necessary documents as sought in the tender document. If any part of the document contained in Qualifying and Technical Bid has any indication of prices, the entire Bid is liable for rejection.

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.
1. 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.
 2. 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.**
 3. 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.
 4. **Evaluation Method:** The method of evaluation will consist of following stages. First Stage: **In this stage, the Technical Bid shall be evaluated. If Technical Bid 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 Technical Bid 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.**
 5. 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 cum Security Deposit (PSD) will be forfeited.

6. **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.
7. 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.
8. 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 Performance cum Security Deposit (PSD) 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. 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, and instruction issued from time to time by the Bank and all these documents taken together shall be deemed to form one contract.
- vii. 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.
- viii. Contractor shall mean the successful bidder.

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. The bidder must have registered Firm / a Proprietary/ Partnership/ LLP/ Limited Company & should have valid PAN/GST/EPF/ESIC.
2. The bidder should have **average annual turnover** of more than **Rs. (Fifty Lakh)** during the last three financial years i.e. FY 2019-20 ,2020-21 & 2021-22 (Valid CA certificate along with ITR acknowledgment 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 2019-20 ,2020-21 & 2021-22 (Valid CA certificate along with ITR acknowledgment to be enclosed)
4. The bidder should have successfully executed **01 nos.** works of similar type each having total contract value of **Rs. (80% of estimated cost of project)** during **last three years** to Public Sector Banks/Scheduled Commercial Bank/Reserve Bank of India/Reputed Private Organizations (Proof of the same should be submitted for having successfully completed the work) OR
5. The bidder should have successfully executed **02 nos.** works of similar type each having total contract value of **Rs. (50% of estimated cost of project)** during **last three years** to Public Sector Banks/Scheduled Commercial Bank/Reserve Bank of India/Reputed Private Organizations (Proof of the same should be submitted for having successfully completed the work) OR
6. The bidder should have successfully executed **03 nos.** works of similar type each having total contract value of **Rs. (40% of estimated cost of project)** during **last three years** to Public Sector Banks/Scheduled Commercial Bank/Reserve Bank of India/Reputed Private Organizations (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. Similar Work shall mean Supply, installation, testing & commissioning of Air conditioning systems. 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 **Similar works**. Final bill amount, year, duration of work from the competent authority of client. **Completion certificate from any Consultant will not be considered.** Only Work Order document will not be considered as a proof of completion of Work.

6. DETAILS OF BIDDERS:

PROFORMA 1		
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. A Private Limited Company b. A Public limited company 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	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.	
8	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.	
9	Has the applicant or any constituent partner in case of partnership firm, ever been convicted by a court of law? If so, give details.	
10	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)		
11	Are you a MSME Unit? If yes, Please furnish registration details, Name of the DIC/state.	
12	If you are MSME, is it owned by SC/ST entrepreneurs? If yes, Please specify the name of owner who is SC or ST	
13	Any other information considered necessary but not included above.	

PROFORMA 2					
S No.	Description	FY 19-20	FY 20-21	FY 21-22	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 3							
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 4						
KEY PERSONNEL PERMANENTLY EMPLOYED						
Sr. No	Name	Designation	Qualifications	Experience	No. of Years engaged with the firm	Any other information
1						
2						
3						

PROFORMA 5		
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	

7. GENERAL CONDITIONS OF CONTRACT

1. Type of Contract

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

2. Total Security Deposit

- **EARNEST MONEY DEPOSIT: Rs. 240000/-** to be paid in the form of Demand Draft /E -PBG favoring 'Bank of Maharashtra" payable at Pune EMD shall be waived off to MSME Bidder registered in appropriate category only. The Earnest Money shall be adjusted in the final bill to the contractor.
- **Performance Security Deposit (PSD)** – Contractor has to submit a Performance security deposit of amount 5% (Five percent on Total order value) in form of DD in favor of Bank of Maharashtra payable at Pune East Zone within 07days of the acceptance of Work Order. The said PSD shall be forfeited as a compensation for any loss resulting from the failure to perform the obligations under the contract or in the event of termination of the contract or in any event, which Bank thinks fit and proper. The PSD amount shall be adjusted in the final Bill of the contractor.
- **Defect Liability and Retention amount:** The defect liability period for the work shall be for period of **01 Years** from the date of commissioning. **5%** of the Final Bill amount will be deducted and same will be retained for period of **01 years**. The amount will be released after successful completion of defect liability period. The amount shall be kept at Zonal Office level.
- No Interest shall be paid on the amount retained by the Bank as Performance cum Security Deposit (PSD).

3. Language

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

4. Errors, Omissions & Discrepancies

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.

5. LOA or Work Order & Agreement

Letter of Acceptance or Work Order: Within the validity period of the tender (**90 days**) the Bank shall issue a letter of acceptance by registered post or otherwise depositing at the address of the contractor as given in the tender to enter into a Contract for the execution of the work as per the terms of the tender. The letter of Acceptance shall constitute a binding contract between the Bank and the contractor.

6. **Contract Agreement:** On receipt of intimation of the acceptance of tender from the Bank the successful Bidder shall be bound to implement the contract and within 7 days thereof shall sign an agreement in a standard format with Bank in a non-judicial stamp paper of value as per latest Maharashtra Stamp Act. The value of stamp paper shall be calculated based on the tendered amount and the same shall be borne by the contractor.

7. Liquidated Damages

If the contractor fails to maintain the required progress or to complete the work and clear the site including vacating their office on or before the contracted or extended date or completion without justification in support of the cause of delay, it may be called upon without prejudice to any other right of remedy available under the law to the Bank on account of such

breach to pay a liquidated damages at the rate of **0.5% of the actual project cost of the work per week of delay subject to a maximum of 5% of the actual project cost.**

8. 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.

9. Commencement of Work : The date of commencement of the work shall be reckoned from the Date of issue of Work Order.

10. Time for Completion: Time is essence of the contract and shall be strictly observed by the contractor. The Entire work shall be completed within a period of **30 days from the date of award work order.** If required in the contract or as directed by the Bank, the contractor shall complete certain portions of the works before completion date of the entire work. However, the completion date shall be reckoned as the date by which the whole work is completed as per the terms of the contract.

11. 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 work 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.

12. Rate of Progress

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.

13. Certificate of Payment

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

14. Arbitration : 'The Parties shall make every effort to resolve amicably, by direct informal negotiation between them, any disagreement or dispute arising between them under or in connection with this Tender. If the Parties are unable to resolve the dispute after thirty days from the commencement of such informal negotiations, any Party may require that the dispute be referred for resolution through formal arbitration by sending a notice indicating the party intent to initiate arbitration to the other Parties. 'The arbitration tribunal shall be composed of a sole arbitrator, and such sole arbitrator shall be appointed mutually by the parties. In case

of non-consensus between the parties on the name of the Sole Arbitrator, the parties will appoint One Arbitrator each who will mutually appoint the Third Arbitrator who will act as the Chairman/ Umpire of the Arbitral Panel. The award of the Sole Arbitrator/ Arbitral Panel shall be binding on the parties. The procedure of arbitration shall take place as per the Arbitration and Conciliation Act, 1996 and amendments thereof. The place of arbitration shall be Pune, India and expenses of Arbitration shall be shared equally by the parties. The arbitration proceedings shall take place in the English.'

15.Sub-Contracting Contractor shall not sub-let any work without specific & prior written consent / permission of the Bank.

16.Force majeure

'Neither Party will be liable for any delay or failure to perform its obligations, if the delay or failure has resulted from circumstances beyond its reasonable control, including but not limited to, fire, flood, epidemic, pandemic, acts of government, or any other occurrence of this kind listed above, which is not reasonably within the control of the affected party.

Each Party agrees to give to the other immediately a written notice as soon as reasonably possible (within 7 days) on becoming aware of an event of force majeure and such notice shall contain details of the circumstances giving rise to the event of force majeure.

If the event of force majeure continues for a period of more than 30 consecutive days, then both the parties may have the option to terminate the agreement at any point of time.'

17.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/Faulty items supplied.
- ii. Non adherence of Safety, Health & Environment norms as specified
- iii. 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.

18.Liens

The **Contractor** represents that the work called for under this tender 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.

19.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, E-mail, or a similarly recognized overnight courier service or facsimile, to the other Parties at the address provided as follows:
 - iv. If to the Bank: The Zonal Manager,

Address: Full Address .

Email :

Contact No. :

v. If to the Contractor:

Address:

Telephone: Fax:

Email:

20. 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.

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

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

-
- An entity incorporated, established or registered in such a country; or
- A subsidiary of an entity incorporated, established or registered in such a country; or
- An entity substantially controlled through entities incorporated, established or registered in such a country; or
- An entity whose beneficial owner is situated in such a country; or
- An Indian (or other) agent of such an entity; or
- A natural person who is a citizen of such a country; or
- 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-

- "Controlling ownership interest" means ownership of or entitlement to more than twenty-five percent of shares or capital or profits of the company;
- "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;
- 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;
- 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;
- 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;

- 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.
- An Agent is a person employed to do any act for another, or to represent another in dealings with third person.

22. 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.

23. 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.

24. Limitation of Liability:

- 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.
- 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.
 - "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.
 - "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.
- 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.
- 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.

25. 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.

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

- i. It has full power and authority to enter into this Agreement;
- ii. 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;
- iii. It has the requisite experience and expertise, resources, infrastructure, qualified manpower and other requisite resources to provide the services as desired by the Bank.
- iv. 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;
- v. 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

27. 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:

28. 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.

29. 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.

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.

8. ADDITIONAL IMPORTANT TERMS & CONDITIONS OF THE TENDER

1. AUTHORITIES, NOTICES, PATENT RIGHTS AND ROYALTIES:

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

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

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

2. QUANTITY OF WORK TO BE EXECUTED:

The quantities shown in the schedule of the quantities are expected for completion but the Bank reserves the right to place any excess order or less order thereof without assigning any reason therefore.

3. VARIATIONS / DEVIATIONS:

The contractor shall not make any alterations or additions to or omissions from the AC system to be supplied 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.

4. 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.

5. ESCALATION:

No escalation in any of the individual item rates / total contract value is permitted against delay of any sort. The Zonal General Manager, Pune East ZONE 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.

6. 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.

7. TERMINATION OF CONTRACT:

- i. The Bank shall be entitled to terminate the tender process or any subsequent agreement with the contractor at any time by giving Thirty (30) days prior written notice to the bidder/contractor without assigning any reason.
- ii. No termination compensation shall be paid by the bank to the contractor in any case whatsoever.
- iii. The Bank shall be entitled to terminate the tender process or any subsequent agreement at any time by giving a 30 days' notice if,

A. The contractor breaches its obligations under the agreement or any other subsequent agreement or amendment thereto and if the breach is not cured within 15 days from the notice.

B. The contractor-

- a. has a winding up order made against it, or
- b. has a receiver appointed over all or substantial assets, or
- c. is or becomes unable to pay its debts as they become due, or
- d. enters into any arrangement or composition with or for the benefit of its creditors, or
- e. passes a resolution for its voluntary winding up or dissolution or if it is dissolved.

iii. The contractor shall have right to terminate only in the event of winding up of the Bank.

8. FAILURE BY CONTRACTOR COMPLY WITH BANK INSTRUCTIONS:

If the contractor after receipt of written notice from the Bank requiring compliance with such further 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.

9. 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.

10. Non acceptance of Bids: The bids falling under the below mentioned categories are liable for non-acceptance & further evaluation :-

- Submission of false information by bidder.
- Submission of conditional bid.
- Alterations in tender terms/specifications.
- Violation of Government of India guidelines.

11. 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.

12. ACTION WHERE THERE IS NO SPECIFICATION:

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

13. TYPOGRAPHICAL CLERICAL ERRORS

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

14. 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.

15. INCOME TAX

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

16. 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.

17. 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.

18. ABNORMAL RATES : The bidder 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 Bidder 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 Bidder on demand. Notwithstanding anything there in stand, the rate once accepted by the Bank 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.

9. INTEGRITY PACT

General: This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on ____ day of month of ____ 2023, between on one hand, Bank of Maharashtra through authorized official Shri. _____, ZONAL MANAGER Pune East ZONE (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 COMMISSIONING & MAINTENANCE OF AIRCONDITIONES AT Pune East ZONE BANK OF MAHARASHTRA**" (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 Pune East Zone of Bank of Maharashtra

NOW, THEREFORE,

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

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

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

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

Commitments of the BANK:

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

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

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

2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BANK with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be

debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BANK the proceedings under the contract would not be stalled.

COMMITMENTS of BIDDERS

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

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

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

3.3. BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.

3.4. BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, In connection with bid/contract.

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

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

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

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

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

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

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

3.12. If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER either directly or indirectly, is a relative of any of the officers of the BANK, or alternatively, if any relative of an officer of the BANK has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender. The term 'relative; for this purpose would be as defined in Section 6 of the Companies Act 1956

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

4. Previous Transgression

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

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

5. Earnest Money (Security Deposit):

5.1. While submitting commercial bid, the BIDDER shall submit **Earnest Money Deposit of Rs. 240000/-** with the BANK through any of the following instruments:

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

5.1.2. A Confirmed guarantee by an Indian Nationalized Bank, promising payment of 3% contract value the guaranteed sum to the BANK on demand within three working days without any demure whatsoever and without seeking any reason whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof of payment.

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

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

6. Sanctions for Violations:

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

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

6.1.2. 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 cum Security Deposit (PSD) (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 Dhatriak

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 Monitors has the right to access without restriction to all Project documentation of the BANK including that provided by the BIDDER. The BIDDER will also grant the Monitor upon his request and demonstration of a valid interest, unrestricted and unconditional access to his pocket documentation. The same is applicable to subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/subcontract(s) with confidentiality.

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

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

9. Facilitation of Investigation

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

10. Law and Place of Jurisdiction

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

11. Other Legal Actions:

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

12. NON Disclosure:

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

13. Validity:

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

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

14. The parties hereby sign this Integrity Pact at _____ on _____

BANK

BIDDER

Name of the Officer:

Proprietor

Designation: ZONAL Manager

Pune East Zone

(Office Seal)

Bank of Maharashtra

(Office Seal)

Place _____

Date _____

Witness:

Witness

1 _____

: 1 _____

(Name & Address) : _____

(Name & Address) : _____

2 _____

2 _____

(Name & Address) : _____

(Name & Address) : _____

10. 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 COMMISSIONING & MAINTENANCE OF AIRCONDITIONES AT Pune East ZONE BANK OF MAHARASHTRA"

BETWEEN

BANK OF MAHARASHTRA, ZONAL OFFICE Pune East ZONE

AND

M/S.

DATE OF COMMENCEMENT :

DATE OF EXPIRY :

"THIS AGREEMENT is made & executed at on this ____ day of ____ 2023".

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 (Zonal Office Address) 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 **AX15/GAD/TENDER/AC/Pune East ZONE/2023-24** Dated 12.03.2024 , hereinafter called as " said tender document" with following details as:

Date of Issue:

Last date of submission:

Date of Pre Bid Meeting:

Date of Opening of Technical Bid:

for the work of "**SUPPLY, INSTALLATION, TESTING COMMISSIONING & MAINTENANCE OF AIRCONDITIONES AT Pune East ZONE BANK OF MAHARASHTRA**", 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 COMMISSIONING & MAINTENANCE OF AIRCONDITIONES AT Pune East ZONE BANK OF MAHARASHTRA**" 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 COMMISSIONING & MAINTENANCE OF AIRCONDITIONES AT Pune East ZONE BANK OF MAHARASHTRA**" at lowest rate (L1). The Contractor is in the business of executing the similar 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. The Total security deposit shall be as under
 - i. EARNEST MONEY DEPOSIT: **Rs. 240000/-** to be paid in the form of Demand Draft /E -PBG favoring 'Bank of Maharashtra" payable at Pune EMD shall be waived off to MSME contractor registered in appropriate category only.
 - ii. **Performance Security Deposit (PSD)** – Contractor has to submit a Performance security deposit of amount 5% (Five percent on Total order value) in form of DD in favor of Bank of Maharashtra payable at Pune East Zone within 07days of the acceptance of Work Order. The said PSD shall be forfeited as a compensation for any loss resulting from the failure to perform the obligations under the contract or in the event of termination of the contract or in any event, which Bank thinks fit and proper. The PSD amount shall be adjusted in the final Bill of the contractor.
5. COMPLETION PERIOD: 30 days from date of award of work.
6. LIQUIDITY DAMAGES: 0.5% OF CONTRACT VALUE PER WEEK DELAY UPTO 5%.
7. **VALIDITY:** The validity of this tender is for a period of **90 days** from the date of opening of the tender and it shall remain binding upon us and may be accepted by the **Bank** at any time before the expiration of that period without any additional cost.
8. **Payment terms:** The payments shall be made as per the following terms and conditions:
 - 95 % of total contract value within 07 days from Date of commissioning/handover.
 - 5% of total contract value after completion of defect liability period ie. after 12 months from Date of commissioning/handover.
9. **Brief Scope of Work:**
 - Removal of existing old air conditioners along with indoor & outdoor units & handing over the same to the Bank.

- Supply, installation testing commissioning of air conditioners as per the terms & conditions & defined location of the Bank.
- The agency shall carry out 4 quarterly maintenances which includes wet services for the outdoor through cleaning of indoor and outdoor units for the period of 1 year with prior approval of Bank.

10.**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 **02 years** on all components electronic/non electronic & 10 years replacement warranty on compressor. The replacement shall be carried out without any additional cost to the Bank during defect liability period.

11. **"Indemnity":**

- Bidder/ Contractor shall indemnify, protect and hold the Bank harmless from and against all claims, losses, costs, damages, expenses, action suits and other proceedings, (including reasonable attorney fees), relating to or resulting directly or indirectly for
- an act or omission of Bidder/ Contractor, its employees, its agents, in the performance of the services provided by this contract;
- breach of any of the terms of this tender document, any subsequent agreement or breach of any representation or warranty by Company;
- Bidder/ Contractor shall further indemnify the Bank against any loss or damage arising out of loss during delivery of Speed Post/Express Parcel/Business Parcel consignment at all points of time;
- Bidder/ Contractor shall indemnify and undertake to keep the Bank fully saved and indemnified against any loss, action or claim arising out of or in respect to error, misconduct, fraud, misbehavior or violations of any laws committed by Bidder/ Contractor or its employees/ agents/ persons employed by third parties;
- This indemnification is only a remedy for the Bank. Bidder/ Contractor is not absolved from its responsibility of complying with the statutory obligations as specified above. Indemnity would cover damages, loss or liabilities suffered by the Bank arising out of claims made by its customers and/or regulatory authorities;"

12.THE CONTRACTOR shall ensure that the Scope of Work & General Minimum Standards, Specification for installation & maintenance of AC system the same shall comply the sub part under technical service level guidelines of Tender document.

13.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.

14.**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 Bank 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.

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

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

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

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

20. **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.

21. **Applicable Laws & Jurisdiction:** "This Agreement shall be construed and interpreted in accordance with and governed by the laws of India, and the courts atshall have exclusive jurisdiction over matters arising out of or relating to this Agreement".

22. **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.

23. 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, relating to the tender work must be protected by THE CONTRACTOR from unauthorized disclosure or access.

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

- i. the Bidder, its Member or Associate (or any constituent thereof) and any other Bidder, its Member or any Associate thereof (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of a Bidder, its Member or an Associate thereof (or any shareholder thereof having a shareholding of more than 5% (five per cent) of the paid up and subscribed share capital of such Bidder, Member or Associate, as the case may be) in the other Bidder, its Member or Associate, has less than 5% (five per cent) of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in section 4A of the Companies Act, 1956. For the purposes of this Clause, indirect shareholding held through one or more intermediate persons shall be computed as follows:
- ii. where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the "Subject Person") shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and
- iii. subject always to sub-clause (i) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate

basis; provided, however, that no such shareholding shall be reckoned under this subclause if the shareholding of such person in the intermediary is less than 26% of the subscribed and paid up equity shareholding of such intermediary; or (b) a constituent of such Bidder is also a constituent of another Bidder; or

- iv. such Bidder, its Member or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, its Member or Associate, or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder, its Member or any Associate thereof; or
- v. such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or
- vi. such Bidder, or any Associate thereof, has a relationship with another Bidder, or any Associate thereof, directly or through common third party/ parties, that puts either or both of them in a position to have access to each other's' information about, or to influence the Bid of either or each other; or
- vii. such Bidder or any Associate thereof has participated as a consultant to the Bank in the preparation of any documents, design or technical specifications of the Project.

- 25. 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).
- 26. 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.
- 27. No payment shall be paid for any substandard quality or faulty materials of AC system etc.
- 28. 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.
- 29. The Bank reserves the right to cancel the empanelment at any time without assigning any reason, whatsoever.
- 30. 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.
- 31. 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.

11. Non Disclosure Agreement

(ON NON JUDICIAL STAMP PAPER OF RS. 500/-)

This CONFIDENTIALITY AGREEMENT (the "Agreement") entered into on this ____ day of 2023, and shall be deemed to have become in full force and effect from ____ (the "Effective Date").

BY and between M/s. _____ a company incorporated under the provisions of the Companies Act, _____ in force in India, having its registered office at _____ (hereinafter referred to as "_____" or 'Contractor' which expression shall, unless it be repugnant or contrary to the context or meaning thereof, mean and include its, successors and permitted assigns) of the ONE PART AND

Bank of Maharashtra, a body corporate constituted under Banking Companies (Acquisition and transfer of Undertaking) Act, 1970 and having its Registered office at (Zonal Office Address) (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), of the OTHER PART:

----- and the Bank shall hereinafter jointly be referred to as "Parties" and individually as a "Party".

In this Agreement, "Affiliate" means any entity which from time to time Controls, is Controlled by or is under common Control with the relevant party or entity, where "Control" means having the ability (including, without limitation, by means of a majority of voting rights or the right to appoint or remove a majority of the board of directors) to control the management and policies of an entity.

W H E R E A S:-

A. Contractor inter-alia is engaged in the business of providing IT related solutions & services to various business entities in India & abroad.

B. Bank has agreed to disclose, transmit, receive, and/or exchange certain "confidential information" to cover the business transaction between parties for the provision of services related to ----- ("the Purpose") as more particularly described in Purchase Order no. ----- dated -----, issued by Bank in favor of M/s. -----.

NOW THIS AGREEMENT WITNESSETH:

1. Interpretation:

In this Agreement "Confidential Information" means all information belonging to a Party that is or has been disclosed to one Party (the "Receiving Party") by the other Party (the "Disclosing Party") in connection with the business transacted/ to be transacted between the Parties. Confidential information shall also include any copy, abstract, extract, sample, note or module thereof. The Receiving Party may use the Confidential Information solely for and in connection with the business transacted/ to be transacted between the Parties.

Notwithstanding the foregoing, "Confidential Information" shall not include any information which the Receiving Party can show: (a) is now or subsequently becomes or is in possession of the Receiving Party, legally and publicly available without breach of this Agreement by the Receiving Party, (b) was rightfully in the possession of the Receiving Party without any obligation of confidentiality prior to receiving it from the Disclosing Party, (c) was rightfully obtained by the Receiving Party from a source other than the Disclosing Party without any obligation of confidentiality, (d) was developed by or for the

Receiving Party independently and without reference to any Confidential Information and such independent development can be shown by documentary evidence, or (e) is disclosed pursuant to an order of a court or governmental agency as so required by such order, provided that the Receiving Party shall, unless prohibited by law or regulation, promptly notify the Disclosing Party of such order and afford the Disclosing Party the opportunity to seek appropriate protective order relating to such disclosure.

2. Confidentiality:

2.1 Except to the extent as agreed herein, the Receiving Party agrees to regard, preserve and keep as secret and confidential all Confidential Information of the Disclosing Party or its

clients or any member of their group disclosed under this Agreement. In maintaining confidentiality hereunder the Receiving Party agrees and accepts that it shall not, either on its own account or jointly with or for any other person, firm, company or any other entity, without obtaining the written consent of the disclosing party;

- i) disclose, transmit, reproduce or make available any such Confidential Information to any person firm, company or any other entity other than its directors, partners, advisers, agents or employees, who need to know the same for the purpose of evaluating, preparing, considering, negotiating, advising in relation to or in furtherance of the purpose aforesaid; or
- ii) use the Confidential Information for any purpose other than evaluating, preparing, considering, negotiating, advising in relation to or in furtherance of the purpose for which it is disclosed; or
- iii) disclose, announce or otherwise publicize the existence of its association with the Disclosing Party or the existence of the project with the Disclosing Party or any other arrangement (existing or possible) between the disclosing party, its clients or itself in connection with any project/assignment; or
- iv) Use any such Confidential Information for its own benefit or the benefit of others or do anything prejudicial to the interests of the Disclosing Party or its clients or any member of their group or their projects.

2.2The Receiving Party also agrees and accepts that it may endeavor:

- i) use at least the same degree of care in safeguarding such Confidential Information as it uses for its own Confidential information of like importance and such degree of care shall be at least that which is reasonably calculated to prevent such inadvertent disclosure;
- ii) keep the Confidential Information and any copies thereof secure and in such a way so as to prevent unauthorized access by any third party;
- iii) limit access to such Confidential Information to those of its (including its Affiliates') directors, partners, advisers, agents or employees who are directly involved in the consideration/evaluation of the Confidential Information and bind each of its directors, partners, advisers, agents or employees so involved to protect the Confidential Information in the manner prescribed in this Agreement; and
- iv) upon discovery of any disclosure or suspected disclosure of Confidential Information, to take reasonable effort to as per the circumstances, to inform the Disclosing Party of such disclosure in writing and immediately return to the Disclosing Party all such Information, in whatsoever form, including any and all copies thereof.

3. Return or destruction:

The Receiving Party may, upon completion of the purpose mentioned aforesaid or at any time on receipt of a written demand from the disclosing party:

- i) immediately return all written Confidential Information and all copies thereof provided to, or produced by, it or its advisers, as the case may be, which is in such party's possession or under its custody and control;
- ii) to the extent practicable, but without prejudice to the obligations of confidentiality herein, immediately destroy all analyses, compilations, notes, studies, memoranda or other documents prepared by it or its advisers to the extent that the same contain, reflect or derive from Confidential Information relating to the other party;
- iii) so far as it is practicable to do so (but, in any event, without prejudice to the obligations of confidentiality contained in this Agreement), immediately expunge any Confidential Information relating to the Disclosing Party or its clients or any member of their group or their projects from any computer, word processor or other device in its possession or under its custody and control.

4. Permitted disclosure:

The provisions of paragraph 2 shall not restrict any disclosure required by law or by any court of competent jurisdiction, the rules and regulations of any recognized stock exchange or any

enquiry or investigation by any governmental, official or regulatory body which is lawfully entitled to require any such disclosure provided that, so far as it is lawful and practical to do so prior to such disclosure, the Receiving Party shall promptly notify the other party of such requirement with a view to providing the opportunity for the Provider to contest such disclosure or otherwise to agree the timing and content of such disclosure.

5. Ownership of Information:

Except to the extent as agreed herein, the Confidential Information and copies thereof, in whatsoever form shall at all times remain the property of the Disclosing Party or its clients and its disclosure shall not confer on the Receiving Party any rights (including any intellectual property rights) over the Confidential Information whatsoever beyond those contained in this Agreement.

6. No Representation:

Neither the disclosure, transmission receipt or exchange of Confidential Information nor anything else in this Agreement will constitute an offer by or on behalf of the Disclosing Party or be construed as soliciting any business or organization changes or any assurance of any business commitment or an inducement to incur / undertake any obligations not specified herein and neither party will be under any obligation to accept any offer or proposal which may be made by the other or on behalf of such other party.

7. Remedies and Relief:

The parties hereto acknowledge that remedies at law may be inadequate to protect the Disclosing Party or its clients against any actual breach of this Agreement by the Receiving Party, and, without prejudice to any other right and remedies otherwise available to the Disclosing Party or its clients, the Receiving Party agrees that Disclosing Party has a right to seek injunctive relief in its favor upon proof of actual damage and upon establishment of the fact that such actual damage has taken place due to reasons directly attributable upon the Receiving Party. Such injunctive relief shall be in addition to any other remedies available hereunder, whether at law or equity. Disclosing Party shall be entitled to recover its cost and fees, including Advocate's fees, incurred in obtaining any such relief. Further, in the event of litigation relating to this Agreement, the prevailing party shall be entitled to recover its cost and expenses including Advocate's fees.

8. No Assignment:

This Agreement shall not be assigned by either party, by operation of law or otherwise, without the prior written consent of the other party. This Agreement shall inure to the benefit of and will be binding upon the parties' respective successors and permitted assigns.

9. Severability:

In the event that any of the provisions contained in this Agreement is found to be invalid, illegal or unenforceable in any respect by a Court of competent jurisdiction, the validity, legality, or enforceability of the remaining provisions contained in this agreement will not be in any way affected or impaired by such a finding.

10. Delay or Waiver:

No delay or failure of either Party in exercising any right hereunder and no partial or single exercise thereof shall be deemed of itself to constitute a waiver or an expectation of non-enforcement of such right or any other rights hereunder. No waiver of any provision of this Agreement shall be valid unless the same is in writing and signed by the party against whom such waiver is sought to be enforced. A waiver or consent given by either party on any one occasion is effective only in that instance and will not be construed as a bar to or waiver of any right on any other occasion.

11. Notices:

Notices as required by this Agreement shall be sent to the Parties at the addresses mentioned first herein above or such other addresses as the Parties may designate from time to time, and shall be sent by certified or registered mail with acknowledgement due on receipt.

12. Term

This Agreement shall commence from the Effective Date of this Agreement and shall be valid for a period of 5 years there from. Confidentiality obligations under this Agreement shall continue to be binding and applicable without limit in point in time except and until such information enters the public domain, without breach of the agreement.. Either Party may terminate this Agreement for breach, if the defaulting Party fails to rectify the breach within the one month notice period issued by the non-defaulting Party. Upon expiration or termination as contemplated herein the Receiving Party shall immediately cease any and all disclosures or uses of Confidential Information; and at the request of Disclosing Party, the Receiving Party shall promptly return or destroy all written, graphic or other tangible forms of the Confidential Information and all copies, abstracts, extracts, samples, notes or modules thereof.

13. Governing Law:

The provisions of this Agreement shall be governed by the laws of India and shall be subject to the exclusive jurisdiction of courts in Mumbai.

14. Indemnity:

The Receiving Party agree to indemnify and hold harmless the Disclosures against all costs, liability, losses and claims incurred by the Disclosing Party as a result of a breach of this Agreement.

15. Modification: Modification to any of the provisions of this Agreement shall be void unless it is writing and duly executed by Parties.

16. Headings: The headings given herein above are for ease of reference only and shall not attach or have any effect/ meaning whatsoever contrary to what is stated in the agreement.

17. counterparts: This Agreement has been signed in duplicate, each of which shall be deemed to be an original. The exchange of a fully executed Agreement (in counterparts or otherwise) by fax shall be sufficient to bind the parties to the terms and conditions of this Agreement.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE CAUSED THIS AGREEMENT TO BE EXECUTED BY THEIR AUTHORIZED REPRESENTATIVES ON THIS ____ DAY OF ____ 2023.

Signed and delivered by Signed and delivered by

M/s _____

Bank of Maharashtra

Signed by:

Signed by:

Name Name

Title Title

in the presence of in the presence of

.....

12. TECHNICAL SPECIFICATIONS OF EQUIPMENTS & DETAILED SCOPE OF WORK

1. Brief Scope of Work:

- i. Removal of existing old air conditioners along with indoor & outdoor units & handing over the same to the Bank.
- ii. Supply, installation testing commissioning of high wall/window/cassette air conditioners as per the terms & conditions & defined location of the Bank.
- iii. The agency shall carry out 4 quarterly maintenances which includes wet services for the outdoor through cleaning of indoor and outdoor units for the period of 1 year with prior approval of Bank.
- iv. The Airconditioners shall be 5 star rated Inverter machines with 100% Copper Compressor & not more than 06 months old.

2. **Location:** The contractor shall install the Air conditioners in the below mentioned branches shown as under :-

S No.	Branch Code	Branch Name	Detailed Address	Contact No.

3. **Branch wise scope of Works:** The Branch wise scope of works are as under:-

Details of Branch wise proposed Air conditioners										
S No.	Branch Code	Branch Name	WINDOW AC UNIT		SPLIT AC UNIT			CASSETTE AC UNITS		
			1 TON	1.5 TON	1 TON	1.5 TON	2 TON	1 TON	1.5 TON	2 TON
	TOTAL									

4. INSTALLATION GUIDELINES :

- i. The scope includes supply, installation, testing & commissioning of fully charge or (top up as per site requirement) of High wall Split/Windows/Cassette AC units (suitable for commercial/industrial use at ambient temperature of 52 degree Celsius) with scroll compressor complete with indoor & outdoor units comprising of blower, motor, copper cooling tube coil, copper condenser (tube) coil with aluminum fins, condenser, fan & cu pipe ,13 mm nitrile rubber insulation ,heavy duty UPVC drain pipe & ISI mark interconnected control cable (2.5 sqmm or suitable size) from indoor to outdoor units in one length without any connector, suitable size of heavy duty MS stand for outdoor unit, suitable size heavy duty PVC channel (for covering of copper pipe, cable & drain pipe) complete as required and as per standard specifications of original manufacturer, meet out the above technical requirement including breaking of wall/ceiling and repairing after completion of each work.
- ii. **CORE CUT:** Core cut in RCC member of the building is not allowed. Core cut is allowed only in brick members. Core cut hole shall be carried out at the site as per the site requirement after consulting Bank. Ensure marking of core cut is in line of existing cut out at the floor above or below to have vertical alignment. If more than one Core cut is required, required spacing shall be provided. Centre of core cut to be drilled with drill machine to receive core bit of machine. This will avoid displacement of core machine bit. The Core cut Machine will be Fixed to Slab using Machine Clamp and anchor Fastener. Check that machine is firmed enough not to be displaced from its location. Check the electrical supply and run the machine with minimal force. Maintain proper gaps between adjacent core cuts to allow pipe jointing in future. Upon completion of the core cut, protect the Core cut hole using the ply piece.
- iii. **CONCEALING INSIDE WALL/PARTITIONS/GROUND/CEILING:** The contractor shall give due notice to the Employer whenever any work like opening for the earth pits, underground laying of cables, concealing the conduit piping, cabling or any work is to be concealed in the wall/false ceiling/partitions or finished up or otherwise becoming inaccessible later on, in order that the work may be inspected and correct dimensions taken before concealing. If the Contractor has

concealed the items without informing Bank, the same shall be opened up for measurement and made good to the original finishing at the contractor's expenses. If the contractor refuses to do so, then the same will not be considered for measurement and no payment may be made for such materials.

- iv. **REFRIGERANT PIPING:** All refrigerant lines shall be of copper tubes of size prescribed by the Manufacturer of the air conditioners. The refrigerant lines shall be insulated using 12mm thick nitrile rubber sleeve and taping the same using 12.5 mm wide Teflon tape. The refrigerant line with insulation sleeve and Teflon taping shall be clamped at every 1 metre length and both sides of bends irrespective of length. The copper pipes shall be laid in a standard manner horizontally and vertically with 90 degree bends. The refrigerant and drain water lines of cassette air conditioners inside the branch shall be taken through 4inch dia, 4kg/Sq.Cm plumbing grade PVC pipes which is supported at every 1.5 Metre using threaded rods (**minimum 8 mm dia**). The PVC pipe has to be laid up to the outside wall finished level only and to be plastered neatly with a small hole for seepage of leaked water to outside of the building.
- v. **DRAIN PIPING:** Separate drain water line of UPVC grade shall be provided for each Airconditioners. Drain water line of two or more airconditioners shall not be combined unless there is sufficient limitations at site to provide separate drain water lines. All drain water lines shall be using 25mm dia, 4Kg/Sq.Cm plumbing grade PVC pipes and shall be insulated using 12.5mm Nitrile rubber insulation. The pipe shall be brought to 1 feet above ground level and shall be clamped at 75 cm intervals using GI clamps.
- vi. **WALL OPENINGS:** All wall openings made for the installation of air conditioners shall be closed from both sides of the wall using white cement and to be finished neatly.
- vii. **OUTDOOR UNITS :** Outdoor units of all air conditioners shall be mounted on wall using powder coated metallic stand with anti vibration rubber pads and SS Nuts,Bolts & Washer.
- viii. The contractor shall not execute any extra work other than the Bank's written instruction. No works, for which rates are not specifically mentioned in the price bid, shall be taken up without written permission of the Bank.
- ix. **INDOOR UNITS :** All indoor units of Split Airconditioners shall be mounted on wall using its metallic back support plate. The connecting power cable shall be 3 core of appropriate size. Required 16A/20A 3 Pin plug tops shall be provided by the Tenderer/Contractor. The extra length of connecting chord wire shall be neatly tied using cable tie. All cassette AC indoor units shall be suspended from ceiling using 4 nos. GI threaded rods with lock nuts and to be aligned neatly with the false ceiling without any gaps around the bottom grill.
- x. **Stabilizers :** Shall be provided at rural branches only facing power fluctuations.

5. Completeness of Work :

- The installation will be deemed as incomplete if any component of the Airconditioner or any documentation(such as warranty cards etc.) is not delivered or is delivered but not installed and /or not operational or not commissioned or not acceptable to Bank of Maharashtra after acceptance testing/examination.
- In such an event, the supply & installation will be termed as incomplete and it will not be accepted and warranty period will not commence. The entire site will be accepted after complete commissioning of the equipment (AC) and satisfactory working for a minimum period of 15 days.
- In case of any work left incomplete/unattended by the contractor for continuous period of 30 days, bank has to commission the re procurement process for the incomplete works, the contractor shall be liable to indemnify the Bank for all costs including the re procurement costs. The above mentioned specifications are of minimum requirement.

However, the OEM who are having equivalent or higher specification can quote considering Bank's minimum specification.

13. Annexure-I

DECLARATION BY THE BIDDER

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

Enclosures:

1. DD/Pay Order
No.....
.....

2. Terms & conditions (each page must be signed and stamped with the seal)

3. Financial Bid. (Signature of Bidder with seal) Name: Address: Date:

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

Date

Signature of Bidder

Stamp

14. Annexure-II

Certificate/Undertaking

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

(Signature of Bidder):

(NAME):

(SEAL):

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

15. 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 ZONAL MANAGER

(Pune East ZONE)

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 02 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.....

Date.....

Name.....

Place.....

Seal of the organization...

16. ANNEXURE-IV

FORMAT FOR AUTHORIZATION LETTER

(ON ORIGINAL LETTER HEAD OF ORIGINAL EQUIPMENT MANUFACTURER)

ZONAL MANAGER
Pune East ZONE

Dear Sir,

Subject : Authorization letter.

1. In reference to your **AX15/GAD/TENDER/AC/Pune East ZONE/2023-24 Dated 12.03.2024** 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

17. Annexure V:
List of documents

The bidder shall submit the following documents on GeM Portal in the following order as mentioned below.

- i. Seal Sign of all pages of tender document including all corrigendum issued till tender submission.
- ii. Annexure I, II, III on letter head of bidder
- iii. Annexure IV on letter Head of Original Equipment Manufacturer.
- iv. Copy of PAN Card.
- v. Copy of GST.
- vi. Copy of PF.
- vii. Copy of ESIC.
- viii. Copy of Power of Attorney issued to tender signing authority.
- ix. CA certificate (Refer Proforma 2 Page 09)
- x. ITR Acknowledgement FY 19-20,20-21,21-22.
- xi. ITR FY 19-20,20-21,21-22.
- xii. Work Satisfaction Letters.



PRICE BID

TENDER FOR SUPPLY, INSTALLATION, TESTING COMMISSIONING & MAINTENANCE
OF AIRCONDITIONES AT Pune East ZONE BANK OF MAHARASHTRA

AX15/GAD/TENDER/AC/Pune East ZONE/2023-24 Dated :
12.03.2024

18. PRICE BID

PRICE BID : SUPPLY, INSTALLATION, TESTING COMMISSIONING & MAINTENANCE OF AIRCONDITIONES AT Pune East ZONE BANK OF MAHARASHTRA					
S No.	Work Description	Qty	UOM	Rate	Amount
HIGH SIDE WORKS(A)					
1	Providing 2 TON Split 5 Star AC system of Inverter type along with indoor & outdoor units. The condenser shall be of Copper. Voltas/LG/Blue star/Daikin/Carrier/- (inverter units) with copper condenser.Specify: Make : Model No. :	45	Nos.		
2	Providing 1.5 TON 5 star Split AC system of Inverter type along with indoor & outdoor units. The condenser shall be of Copper. Voltas/LG/Blue star/Daikin/Carrier/- (inverter units) with copper condenser. Specify: Make : Model No. :	0	Nos.		
3	Providing 1 TON Split 5 Star AC system of Inverter type along with indoor & outdoor units. The condenser shall be of Copper. Voltas/LG/Blue star/Daikin/Carrier/- (inverter units) with copper condenser. Specify: Make : Model No. :	33	Nos.		
4	Providing 2 TON CASSETTE AC system(3 star or higher) of Inverter type along with indoor & outdoor units. The condenser shall be of Copper. Voltas/LG/Blue star/Daikin/Carrier/- (inverter units) with copper condenser. Specify: Make : Model No. :	0	Nos.		
5	Providing 1.5 TON CASSETTE AC system (3 star or higher) of Inverter type along with indoor & outdoor units. The condenser shall be of Copper. Voltas/LG/Blue star/Daikin/Carrier/- (inverter units) with copper condenser. Specify: Make : Model No. :	0	Nos.		
SUB TOTAL(A)					0
		SGST	14%		0
		CGST	14%		0
		TOTAL			0
LOW SIDE WORKS(B)					
S No.	Work Description	Qty	UOM	Rate	Amount
6	Installing, testing and commissioning of 2 TR Split AC system along with gas filling and ready to use condition along with 3mtr Cu piping as supplied by OEM.	45	Nos.		
7	Installing, testing and commissioning of 1.5 TR Split AC system along with gas filling and ready to use condition along with 3mtr Cu piping as supplied by OEM.	0	Nos.		
8	Installing, testing and commissioning of 1 TR Split AC system along with gas filling and ready to use condition along with 3mtr Cu piping as supplied by OEM.	33	Nos.		
9	Installing, testing and commissioning of 2 TON CASSETTE AC system along with gas filling and ready to use condition along with 3mtr Cu piping as supplied by OEM.	0	Nos.		
10	Installing, testing and commissioning of 1.5 TON CASSETTE AC system along with gas filling and ready to use condition along with 3mtr Cu piping as supplied by OEM.	0	Nos.		
11	Providing & fixing interconnected main 1.1 KV, multi stand, FRLS 4 Core x 2.5 Sq.mm (for 2Ton Split/cassette AC) wire & other accessories as per site requirement to complete the job in all respect. (Make: - Finolex/havells/Polycab)	550	mtr		
12	Providing & fixing interconnected main 1.1 KV, multi stand, FRLS 4 Core x 1.5 Sq.mm (for 1.5TON/1 TON Split	400	mtr		

PRICE BID : SUPPLY, INSTALLATION, TESTING COMMISSIONING & MAINTENANCE OF AIRCONDITIONES AT Pune East ZONE BANK OF MAHARASHTRA					
S No.	Work Description	Qty	UOM	Rate	Amount
	AC) wire & other accessories as per site requirement to complete the job in all respect. (Make: - Finolex/havells/Polycab)				
13	Annealed temper copper pipe 5/8" & 3/8" with 13 mm nitrile rubber insulation etc for 2 Tr Split/2 tr cassette AC (Make Totaline/Rajco/Mazflow)	315	mtr		
14	Annealed temper copper pipe 1/2" & 1/4" with 13 mm nitrile rubber insulation etc for 1.5 Tr/1.0 Split AC (Make Totaline/Rajco/Mazflow)	231	mtr		
15	Supply & installation of UPVC Drain pipe (30mm)	546	mtr		
16	Basic Stand : Supply & installation of standard powder coated stand for AC outdoor unit.	68	Nos.		
17	MS Stand/Platform : Providing & installing MS fabricated stand of angle 35mmx35mmx5mm in frame & 02 support railings and balance area shall be covered with 12mmx5mm MS flat with 4" c/c. The size of stand shall be sufficient to carry outdoor AC unit and additional space for technician to carryout maintenance. The stand shall be painted with synthetic enamel as directed by Bank.(For First Floor & above premises only)	10	Nos.		
18	Electronic Timer for auto switch on/off to AC of server/ATM/E-lobby for 4Hr/8Hr. Make:- Legrand, L&T. (ATM ONLY)	9	Nos.		
19	Providing & fixing of 4 KVA Voltage stabilizer with time delay option including all accessories with installation at site (For 1Tr /1.5Tr Split AC & 1.5 Tr Cassette AC) Make: Microtek, V-Guards (Voltage Range 150- 280 Volts). (RURAL BRANCHES ONLY)	33	Nos.		
20	Providing & fixing of 5 KVA Voltage stabilizer with time delay option including all accessories with installation at site (For 02 Tr Split AC & 02 Tr Cassette AC) Make: Microtek, V-Guards (Voltage Range 150- 280 Volts). (RURAL BRANCHES ONLY)	45	Nos.		
21	Removal of old Airconditioners along with refrigerant piping & stands.	85	Nos.		
SUB TOTAL(B)					0
		SGST	9%		0
		CGST	9%		0
		TOTAL			0
TOTAL BASIC(A+B)					0
TOTAL INCL GST					0

Declaration by Bidder:

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