



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

(Tender No. AX1/CSD/39/2021-22)

TENDER DOCUMENT FOR THE AMC FOR CLEANING OF FAÇADE GLASSES AND ACP SHEETS AT
LOKMANGAL BUILDING, BANK OF MAHARASHTRA, SHIVAJINAGAR, PUNE.

TENDER ISSUED TO: -

NAME OF THE CONTRACTOR: -

ADDRESS: -

DATE OF ISSUE OF TENDER: -

FROM 12th January 2022

DATE OF PRE BID MEETING:

27th January 2022 at 11:00 A.M,

DATE OF SUBMISSION OF TENDER: -

ON OR BEFORE 1st February 2022 UPTO 03:30 P.M.

DATE OF OPENING OF TENDER (TECHNICAL BID): -

ON 1st February 2022 AT 4:00 P.M.

INDEX

S r No	Description	Page
	Part I (Technical Bid)	
A	Notice Inviting Tender	04
B	Form of Tender	07
C	Appendix: Time schedule	09
D	Instructions for Contractor	10
E	Eligibility Criteria	14
F	General Conditions of Contract	18
G	Special Conditions	34
H	Detailed specifications of work	38
I	Safety code	40
J	Pre – Contract Integrity Pact	42
	Annexure I	49
	Annexure II	50
	Annexure III	51
	Annexure IV	52
	Part II (Price Bid)	
	Price Bid	II

PART I - TECHNICAL BID

A. NOTICE INVITING TENDER

1. Bank of Maharashtra invite sealed tender (Two Bid System) for the AMC for Cleaning of glass Façade and ACP Sheets at Lokmangal Building, Shivajinagar, Pune from specialized External Façade Cleaning agencies who are empaneled in PSB Bank's/ PSU's/ Government Bodies/ Reputed Institutions as per schedule of work and terms and conditions.
2. Tender copies shall be downloaded from www.bankofmaharashtra.in/tenders. No hard copy will be issued in any case.
3. A) The date of Pre Bid meeting and address of Pre-Bid meeting: 27th January 2022, Corporate Services Department, Bank of Maharashtra, Lokmangal, Shivajinagar, Pune- 411005.
B) The last date of submission of tender shall be 1st February 2022 upto 3:30 P.M.
C) Date of opening of Technical Bid: It shall be opened on 1st February 2021 at 4:00 P.M.
D) Date of opening of Price Bid: It will be communicated to only Technically Qualified Bidders.
4. Tender Specifications dully filled-in, signed and sealed should be addressed & submitted to Chief Manager (Civil Engineer), Corporate Services, Bank of Maharashtra, Head Office, 1501, Lokmangal, Shivajinagar, Pune – 411 005.
5. **BANK** reserves the right to reject or accept any one, or reject all tenders without assigning any reasons whatsoever.
6. EARNEST MONEY DEPOSIT: Contractor has to submit Bid Securing Declaration form which is Annexure IV of the tender document.
7. The Tender fees of Rs. 500.00/- shall be submitted in the form of DD drawn on nationalized bank in favor of "Bank of Maharashtra" payable at Pune & shall be submitted in separate envelope as per directions. Tender without aforesaid tender fee shall be summarily rejected.
8. All the rates quoted in the tender shall be inclusive of all transportation charges, wastage etc. but exclusive of GST; and shall remain firm till the completion of Work. No escalation of prices will be payable for what-so-ever reasons.
9. The Contractor whose tender has been accepted shall within (07) seven days of the intimation of acceptance of tender, submit the stamp paper of required value for entering into agreement.

10. No additions or alterations shall be made in the Specifications, Schedule of Quantities, the conditions of contract and the tender by the Contractor and, if made, such tender is liable to be rejected. In case of the successful tender, any such additions and alterations made by the Contractor will be treated as null and void. Conditional tenders will be summarily rejected.
11. The tenders shall be valid for a period not less than 90 days after the date of opening of the Price Bid.
12. The agency shall visit/examine the site prior appointment and submit duly filled & signed Tender document.
13. Bidders to note that the debris resulting of the works shall be cleared of the site on a daily basis.
14. This tender document is not transferable.
15. The Contractor shall attach copy of GST registration number.
16. The Contractor shall attach copy of agency/company RTGS details
17. This tender Notice shall form part of the Contract.
18. Period of Completion of work: Cleaning to be done on Half Yearly basis once in April and then in the month of October.
19. This tender notice (including page no. from 06 to 54) shall form part of the contract.
20. **The tender to be submitted, as two envelopes duly sealed and super scribed as-**
 - i. **ENVELOPE NO. 1 – Technical Bid (Volume I)**
It should contain all the sections as mentioned in the Index.
 - ii. **ENVELOPE NO. 2 – Price Bid (Volume II)**
It should contain Priced Bill of Quantities only.
(Tenderer shall sign and stamp all the pages of tender documents at the lower right-hand corner by the tenderer. All corrections should be initialed in the Commercial Bid. The rates and amount in the commercial bid shall be in typed form. The handwritten filled commercial bid will be summarily rejected.)
21. **PROCEDURE FOR SUBMITTING TENDERS: -**
 - i. All tender papers should be duly signed.
 - ii. Both the envelopes should be super scribed with envelope no., type of bid & subject with name of work.

- iii. Envelope 1 (Technical bid) will be opened first and if above said all the signed and stamped documents along with DD for tender fees are enclosed than only Envelope -2(Price Bid) will be opened. If any contractor fails to enclose the listed documents in Envelope-I then the Price Bid envelope of same contractor will be returned back in sealed condition.

Thanking you,
Yours truly,
SD/-
Chief Manager (Civil Engineer), Corporate Services, Head Office.

B. FORM OF TENDER

THE CHIEF MANAGER (CIVIL ENGINEER),
CORPORATE SERVICES
BANK OF MAHARASHTRA
HEAD OFFICE
1501, LOKMANGAL, SHIVAJINAGAR, PUNE

Dear Sir,

AMC FOR CLEANING OF GLASS FAÇADE AND ACP SHEET AT LOKMANGAL BUILDING, SHIVAJINAGAR, PUNE

With reference to the tender invited by Bank of Maharashtra for the captioned subject work:

1. I / We the undersigned have carefully gone through tender documents comprising of the tender form, Notice of Tender, Scope of work, Specifications, terms and conditions etc. & BOQ and clearly understood the scope of work after visiting the site.
2. I/We hereby offer to execute the works specified in the said Memorandum within the time specified, at the rates mentioned in the financial/ BOQ and in accordance with all respects of the tender and with such materials as are provided for, by and in all other respects in accordance with such conditions so far as they may be applicable.
3. I / we do here by undertake to execute and complete the whole or part of the work (as desired by you) at the respective rates quoted.
4. I/We have deposited as Tender Fees an amount of Rs. **500/-** by D.D. No. _____ dated _____ on _____ bank in your favour of "Bank of Maharashtra" payable at Pune (to be handed over along with tender documents), which amount is not to bear any interest.
5. I / we further agree to complete the subject work included in the said schedule of quantities in the month of April and October of the AMC Period. Date of commencement shall be the day on which the contractor is instructed to take possession of site and complete the cleaning work within 10 days of commencement of work.
6. I / We agree to pay Government, GST, General and Sales Tax (State and Central), Excise etc. for insurance and all other taxes including works contract extra, turnover tax etc. as prevailing from time to time, on such items for whom same is to be levied, and the rates quoted by me / us are inclusive of the same.

"MEMORANDUM"

Description of work: AMC FOR CLEANING OF GLASS FAÇADE AND ACP SHEET AT LOKMANGAL BUILDING, SHIVAJINAGAR, PUNE.

Time allowed for completion: Cleaning work to be done on a half yearly basis, once in the month of April and then in the month of October of the AMC Period.

We understand that the time for completion shown above shall be reckoned from the date of commencement of the work.

Should this tender be accepted, I/We hereby agree to abide by and fulfill the term and conditions of the tender annexed hereto so far as they may be applicable or in default thereof, pay to the Bank of Maharashtra, the amount mentioned in the said tender conditions.

Our Bankers are:

i)

The names of partners of our firm are:

i)

Name of the partner of the firm

Authorized to sign:

OR

Name or person having Power of Attorney to sign the contract

(Certified copy of the Power of

Attorney should be attached):

Yours faithfully,

Signature of Tenderer

Stamp

C: APPENDIX: TIME SCHEDULE

1	Frequency of Cleaning	Twice in a year.
2	Period of Completion	Cleaning work to be completed in the month of April and October of the AMC period.
3	Date of Commencement	As per the work order
4	Period of honoring Final Certificate	12 Months
5	Performance Security Deposit	3 % of value of work to be submitted before commencement of work. Same will be refunded after submission of completion certificate by Bank for the work. Contractor may provide valid Performance Bank Guarantee for the same amount or DD in favour of Bank of Maharashtra payable at Pune.
6	Tender Fees	Rs 500/-
7	Tender validity period	90 days
8	Validity of Rates quoted	Minimum period of 12 months.
9	Payment	Half yearly (only after the completion of the scope of work).

D.INSTRUCTIONS FOR CONTRACTOR

1. The details of work to be carried out & its scope are given in the specifications & Bill of Quantity, which also indicate a brief description of the project where work is to be executed. The Contractors are advised to study the same carefully before tendering and they shall be deemed to have fully acquainted themselves with the same.
2. The Contractors in their own interest are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their tenders in respect of the site conditions including but not restricting to the following which may influence or affect the work or cost thereof under the contract.
3. Site conditions including access to the site, existing and required roads and other means of transport/communication for use by him in connection with the work.
4. Requirement and availability of land and other facilities for his enabling works, stores and workshops etc.
5. Ground conditions including those bearing upon transportation, disposal, handling and storage of material required for the work or obtained there from.
6. Source and extend of availability of suitable materials including water etc. and labour (skilled and unskilled), required for work and Laws & Regulations governing their use and employment.
7. Geological, meteorological, topographical and other general figures of the site and its surroundings as are pertaining to and needed for the performance of the work.
8. The type of equipment and facilities needed preliminary for and in the performance of the work, and for successful completion of work.
9. All other information pertaining to and needed for the work including information as to the risks, contingencies and other circumstances which may influence or affect the work or the cost thereof under this contract.
10. The Contractors should note the information, if any, regards to the site and local conditions, as contained in these tender documents has been given merely to assist the Contractors and is not warranted to be complete.
11. The Contractors should note and bear in mind that the BANK shall bear no responsibility for the lack of acquaintance of the site and other conditions or any information relating thereto, on their part.

The consequences of the lack of any knowledge, as aforesaid, on the part of the Contractors shall be at their risk and cost and no charges or claims whatsoever consequent upon the lack of any information, knowledge or understanding shall be entertained or payable by the Bank.

12. Immediately on receipt of the Tender Documents from the Bank, but at least three days prior to the date fixed for opening of envelope no.1 of tender, the Contractor may submit in writing any tender enquiry on matters where clarifications or additional information is desired. If considered appropriate, the Bank reserves the right to issue addendum(s) / amendment(s) to any condition/ specifications/schedules of all Contractors before the date of submission. Tenders submitted by the tender shall be deemed to cover the effect of such addendum(s)/ amendment(s) issued and such addendum(s)/ amendment(s) duly signed by the Contractors shall be submitted along with the tenders. It shall be part of tender document.
13. The Tender should be submitted in the prescribed form and the same should be signed as laid down here under:
 - a. If the Tender is submitted by an individual, it shall be signed by the Proprietor with his full name and full name of his firm with its current business address.
 - b. If the Tender is submitted by proprietary firm, it shall be signed by the proprietor with his full name and full name of his firm with its current business address.
 - c. If the Tender is submitted by a firm in partnership, it shall be signed for and on behalf of the firm by all the partners of the firm about their full names and current business address, or by a partner holding the power of attorney by the firm for signing the tender, in which case, a certified copy of the partnership deed and current business address of all the partners of the firm shall also accompany the tender.
14. All witnesses and sureties (if any) shall be person of status and their full names, occupations and address shall be stated below their signature. All signatures affixed on each page in the tender will be dated.
15. If The Earnest Money deposit in form of Bid Securing Declaration is not submitted along with tender, then Bid will be summarily rejected. Any violation of the condition of Bid Securing Declaration will led termination of contract and Black list / de-empanelment of Bidder.
16. The Contractors should quote for all the items of work as given in Bill of Quantities. The rates shall be written both in words and in figures. Contractor shall also show cost of each item in total of each sub head and the grand total of the whole contract. Corrections, if any shall be made by crossing out initialing dating and rewriting.
17. The acceptance of a tender will rest with the Bank, which does not bind itself to accept the lowest tender, and reserves to itself the authority to reject any or all of the tenders received

without the assignments of any reasons. All tenders in which any of the prescribed conditions are not fulfilled or are incomplete, in any respect are liable to be rejected.

18. All item rates shall be quoted on the proper form of the tender alone.
19. Contractors are strictly prohibited for any voluntary rebate/discount on the total amount quoted in BOQ. The Price Bid shall be filled strictly as per format provided by Bank. Contractor shall not modify/add/delete any of the matter of the tender including Price Bid. Any such aforesaid changes will lead to rejection of bid.
20. On acceptance of tender, the name of the accredited representative (s) of the Contractor who would be responsible for taking instructions from the Bank shall be communicated to the Bank.
21. Special care shall be taken to write the rates in figures as well as in words, in such a way that misinterpretation is not possible. The total amount should be written both in figures and in words. In case of figures, the words 'Rs' should be-written before the figure of rupees and words 'P' after the decimal figures e.g. Rs. 2.15 P and in case of words, the word Rupees should be preceding and the word 'Paisa' should be written at the end. Unless the rate is in whole rupees and followed by the words 'only' it should invariably be upto two decimal places. While quoting the rates in the bill of quantities, the word 'only' should be written closely following the amount and it should not be written in the next line. If rate quoted in words and figures does not match, then the rate quoted in words will only be considered. If there is mathematical error while quoting amount for any item, then amount will be corrected by considering rate quoted. If any mathematical error is noticed in the total of BOQ, then same will be corrected and L1 will be finalized.
22. The Bank does not bind itself to accept the lowest tender it reserves to itself the right of accepting the whole or any part of tender and the Contractor shall be bound to perform the same at the rates quoted.
23. The Bank also reserves the right to accept the tender in full or in parts and that the Contractor shall have no claim for revision of rates or other conditions if the tender is accepted in parts.
24. The tender for work shall remain open for acceptance for a period of 90 days from the date of opening of Envelope no. 2 of the tenders. If any, Contractor withdraws his tender before the said period or does not start the work by the stipulated date mentioned in the award letter, then the Bank shall be at liberty to take action as per clause no. 16.
25. It will be obligatory on the part of the Contractor to tender and sign the tender documents for all the component parts and that after the work is awarded, he will have to enter into an agreement for each component with the competent authority of Bank.

26. The "Notice Inviting Tender" and this "Instructions for Contractors" shall form part of the Tender Documents.
27. The location of work to be executed is at Lokmangal. Contractor shall quote rates considering the time of working which shall be mostly after office hours and on Banks holidays. The work is to be executed within ongoing operation of the department.
28. The rate quoted by the agency shall be in Indian Rupees, exclusive of GST and inclusive of labour, tool and plants, packing freight/ transportation of items up to the place of working, loading, unloading and hoisting arrangement for installation, testing of machinery including fee for obtaining statutory license/ approval if necessary from the concerned departments.

E. ELIGIBILITY CRITERIA

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

- 1) Bidder should have valid Registration of PAN, GST, ESI, PF and income Tax clearance certificate etc.
- 2) The bidder should have average annual turnover of more than 10 Lakhs during the last three financial years i.e. FY 2017-19, 2019-20 & 2020-21 (Valid CA certificate to be enclosed)
- 3) The bidder should be a profitable agency & should have shown the profits in each of last three financial year's i. e. FY 2017-19, 2019-20 & 2020-21 (Valid CA certificate to be enclosed)
- 4) The bidder should have successfully executed minimum single work of similar type, costing more than Rs. 2.00 Lakhs, during last three years (Proof of the same should be submitted for having successfully completed the work) OR
- 5) The bidder should have successfully executed minimum two works of similar type, costing more than Rs.1.00 Lakhs during last three years (Proof of the same should be submitted for having successfully completed the work) OR
- 6) The bidder should have successfully executed minimum three works of similar type, costing more than Rs. 0.75 Lakhs during last three years (Proof of the same should be submitted)
- 7) The bidder should not have been blacklisted by any PSU Bank or enterprise /Private Bank/NBFC/Co-operative Bank/Govt. department during last 05 years. A written undertaking has to be given by the bidder on their letter head.
- 8) Similar work means the scope of work shall be cleaning of external façade for multistorey building. In case, if the said similar works are part of the major contract, the said item of works are to be highlighted. The Completion Certificate pertaining to irrelevant works will not be considered.
- 9) Completion Certificate: Bidder shall submit the completion certificate for above Sr No.4/5/6 mentioning the scope of works, Final bill amount, year, duration of work etc. from the competent authority of client only. No completion certificate from the Architect/consultant will be considered. Also copy of work order and relevant transaction details will not be considered as a base for work completion.

DETAILS OF BIDDERS:

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

6	Name of the Bankers.	Name of the bank:		
		Name of the branch:		
		Phone Nos:		
		Contact person phone no.		
7	Satisfactory evidence to indicate financial capacity	Year	Turnover Rs. in lac	Profit
		31.03.2019		
		31.03.2020		
		31.03.2021		
Please enclose Certified copies of last 3 years Balance Sheet, Profit & loss A/C & IT returns. Or CA certificate mentioning above details.				
8	Registration with Tax Authorities			
	i) Income-tax (PAN) No.			
	ii) Service tax no.			
	iii) EPF Reg. No.(if applicable)			
	iv) ESI Reg. No. (if applicable)			
9	Details of works executed in last 5 years (as per Performa I & II attached)			
10	Whether any Civil suit / Litigation arisen in the projects against the Contractor, executed during last 05 years / being executed now. If yes,			

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

Note: Where copies are required to be furnished, these are to be self-attested / notarized copies. In case you intend to give further / more information, please attach separate sheet/s. If Bank finds any incorrect/in appropriate/false information submitted by bidder, then Bank will cancel/terminate the contract or debar the bidder from tender process and necessary action will be taken as per clause 39 of General Conditions of Contract.

Signature and Seal of Applicant

Date:

F. GENERAL CONDITIONS OF CONTRACT

1. SCOPE OF WORK

Proposed AMC for Cleaning of Glass Façade and ACP Sheets complete with labour, materials and hoisting machines/cranes at Lokmangal Building, Bank of Maharashtra, Shivajinagar, Pune on Half Yearly basis as per the detailed specification mentioned in the BOQ. (Price Bid).

2. INTERPRETATION

In constructing these conditions, the specifications, the schedule of quantities, quotation and Agreement, the following words shall have the meaning herein assigned to them except where the subject or context otherwise requires.

3. CLIENT/ BANK

The term Client/Bank shall denote Bank of Maharashtra, Head Office, (1501, Lokmangal, Shivajinagar, Pune) and any of its employee's representative authorized on their behalf.

4. CONTRACTOR

The term Contractor shall mean

.....
.....
.....

(Name and Address of the contractor and his/their legal representative, assign and successors.)

5. SITE

The site shall mean where the works are to be executed and addressed as 1501, Lokmangal, Bank of Maharashtra, Shivajinagar, Pune.

6. "The works" shall mean the work to be executed or done under this contract.

7. "Act of Insolvency" shall mean the presidency town Insolvency Act or in provincial Act or any amending status.

8. "The Bill of Quantities" is schedule of quantities shall mean the bill of quantities as specified and forming part of this contract.

9. "Priced Bill of quantities" shall mean the Bill of quantities duly priced with the accepted quoted rates of the contractors.

10. SCOPE:

- i. The work consists of Cleaning of Glass Façade, ACP Sheets, external cut CNC panels and Louvers on Half Yearly Basis i.e. in the months of April and October of the AMC period. It includes furnishing all materials, labour, hoisting machines and other tools and management necessary for and incidental to the completion of work during its progress and upon completion, shall confirm to the lines, of specifications furnished by the Bank. Should any details essential for efficient completion of the work be omitted from the specifications it shall be the responsibility of the Contractor to inform the Bank and to furnish and install such detail with the Bank concurrence, so that upon completion of the proposed work the same will be acceptable and ready for use.
- ii. Bank may in their absolute discretion issue further written instructions, details, directions, and explanations which are hereafter collectively, referred to as “the Bank instructions” in regard to:
- iii. The variation or modifications of the design quality or works or the additions or omission or substitution of any work.
- iv. The removal from the site of any defective materials brought thereon by the contractor and the substitution of any other material thereof.
- v. The dismissal from the work of any persons employed thereupon.
- vi. The opening up for inspection covered up.
- vii. The rectification and making good of any defects under clauses herein after mentioned and those arising during the maintenance period.

11. CONTRACTOR SHALL VISIT THE SITE

Intending Contractor shall visit the site and get himself thoroughly acquainted with the local site condition, nature and requirement of the works, facilities of transport conditions, effective labour and materials, access and storage for materials and removal of rubbish. The Contractor shall provide in their quotation for cost of carriage, freight and other charges as also for any special difficulties, working hindrances, restricted work timings including police restrictions for transport etc. for proper execution of the work. The successful Contractor will not be entitled to any claim of compensation for difficulties faced or losses incurred on account of the Bank. Bidder to note that work is to be done in Head Office and functioning Department.

12. Tender document

- i. The entire set of tender papers issued to the Contractor should be submitted full priced including stamp & signed on all the pages which will indicate the acceptance of tender papers by the Contractor. If any page is not stamp and signed which will indicate non acceptance of terms and conditions and bid will be summarily rejected.
- ii. The schedule of quantities shall be filled in figures and words.
- iii. The “Rate” column to be legible filled in English Figure.
- iv. Amount column to be filled in for each item and the amount for each sub head as detailed in the “Bill of Quantities”.
- v. All corrections are to be initiated. (In case of any errors/ omission in the quoted rates,)
- vi. Only one rate should be quoted for each item(s).

- vii. No modifications, writing or corrections can be made in the Price Bid by the Contractor.
- viii. The Bank reserves the right to reject the lowest or any offer and also to discharges any or all offers for each sections or to split up and distributed any item of work to any firm or firms, without assigning any reason.
- ix. The Contractor should note that the tender is strictly on the item rate basis and their attention is drawn to the fact that the rates for each and every item should be correct, work able and self-supporting. If called upon by the Bank, detailed analysis of all the rates shall be submitted by the Contractor. The Bank shall not be bound to recognize the contractor's analysis.
- x. The works will be paid for as "measures work" on the basis of actual work done and not as "lump sum" contractor.
- xi. All items of work described in the bill of quantities are to be deemed and paid as complete works in all respects and details including preparatory and finishing works involved, directly related to and reasonably detectable from the specifications bill of quantities and no further extra charges will be allowed in this connection. In case of lump sum charges in the quotation in respect of any item of works, the payment of such items of work will be made for the actual work done on the basis of lump charges as will be assessed to be payable by the Bank.
- xii. The Bank has power to add to, omit from any work as described in specifications or included in the bill of quantities and intimate the same in writing but no addition, omission or variation shall be made by the Contractor without authorization from the Bank. No variation shall vitiate the contractor.

13. AGREEMENT

The successful contractor may be required to sign agreement as may be drawn up to suit local conditions and shall pay for all stamps and legal expenses thereto.

14. GOVERNMENT AND LOCAL RULES

The contractor shall conform to the provisions of all local Bye Laws and Acts relating to the Regulations etc. of the Government and Local Authorities and of any company with whose system the structure is proposed to be connected. The contractor shall give all notice required by said Act, Rules, Regulations and Byelaws etc. and pay all fees payable to such authority /authorities for execution of the work involved. The cost, if any shall be deemed to have been included in his quoted rates, taking into account all liabilities for licenses, fees for footpath encroachment and restorations etc. and shall indemnify the Bank against such liabilities and shall defend all actions from such claims or liabilities.

15. TAXES AND DUTIES

The Contractor must include in their quotation prices quoted for all duties, royalties etc. but only GST should be charged separately as applicable. No extra claim on this account will, in any case, be entertained.

16. OTHER PERSONS ENGAGED BY THE BANK

The Bank reserves the right to execute any part of work included in this contract or any work which is not included in this contract by other agency or persons and contractor

shall all responsible facilities for the execution of such work. The main contractor shall extend all cooperation in this regard.

17. CONTRACTOR TO PROVIDE EVERYTHING NECESSARY:

- i. The contractor shall provide everything necessary for proper execution of the work according to the intent and meaning of the schedule of quantities and specifications taken together whether the same may or may not be inferred there from and if the contractor finds any discrepancies therein the Bank shall on no account be responsible for the be expenses incurred by the contractor.
- ii. The rates quoted against individual items will be inclusive of everything necessary to complete the said items rates quoted against individual items will be inclusive of everything necessary to complete the said items of work within the contemplation of the contract and beyond the unit price no extra payment will be allowed for specific items, if any, stipulated in the quotation document.
- iii. The contractor shall supply, fix and maintain at his own cost, for the execution of work, all tools, tackles machineries and equipments and all the necessary, scaffolding, staging, Cranes and hoisting machines, planking, timbering, strutting, shoring, fencing, barding, watching, and lighting by night as well as by day required not only for the proper execution and protection of the said work but also for the protection of public and safety of any adjacent roads, streets, walls, house, buildings all other erections, matters, and things and the contractor shall take down and remove any or all such centering, scaffolding, planking, timbering, strutting, shoring etc. as occasion shall be required or when ordered so to do and shall fully reinstate and make good all matters and things disturbed during the execution of works to the satisfaction of the Bank.
- iv. The contractor shall at all times give access to works employed by the Bank or any men employed on the building and to provide such parties with proper sufficient and if required, special scaffolding, special hoists and ladders and provide them with water and lighting and leave or make any holes, grooves etc. in any work, where directed by the Bank as may be required to enable such work to lay or fix pipes, electrical wiring, special fitting etc. The quoted rates of the Contractor shall include all these above-mentioned contingent works.

18. TIME OF COMPLETION, EXTENTION OF THE TIME AND PROGRESSIVE CHART

TIME OF COMPLETION: The Cleaning of the Glass Façade and ACP Sheets shall be done twice in a year i.e. Once in the Month of April and then in the Month of October. **These timings have to be strictly adhered to by the Contractor.** The work shall not be considered as complete until the cleaning is carried out to the satisfactory level of the Bank.

19. EXTENSION OF TIME:

If in the opinion of the Bank the works be delayed (a) by reason of any exceptionally inclement weather or (b) by reason of instructions from the Bank in consequence of proceedings taken or threatened by or disputes, with adjoining or neighboring client/Banks or (c) by the works, or delay, of other contractors or tradesman engaged or

nominated by the Bank and not referred to in the specification or (d) by reason of authorized extra and additions or (e) by reason of any combinations of workmen or strikes or lock out affecting any of the building trades or (f) from other causes which the Bank at the Completion of the time allowed for the contract shall make fair and reasonable extension of time for completion in respect therefore in the event of the Bank failing to give possession of the site upon the day specified above the time of completion shall be extended suitably. In case of such strikes or lock outs as are referred to above, the Contractor shall, immediately give the Bank to proceed with the works and on his doings so that it will be ground of consideration by the Bank to proceed with the works and on his doings so that it will be ground of consideration of the Bank for an extension of time as above provided. The decision of the Bank as to the period to be allowed for an extension of time for completion hereunder (which decision shall be final and binding on the contractor) shall be promulgated at the conclusion of such strike or lock outs and the Bank shall then in the event of an extension being granted, determine and declare the final completion date. The provision in clause no. 21 of GCC with respect to payment of liquidated damages shall, in such case, be read and constructed as if the extended date fixed by the Bank were substituted for and the damage shall be deducted accordingly.

20. **PROGRESS OF WORK:** During the period of work execution of work the contractor shall maintain proportionate progress on the basis of a program chart approved by the Bank immediately before commencement of work.

21. **PENALTY/ LIQUIDATED DAMAGES**

Should the work be not completed to the satisfaction of the Bank within the stipulated period, the contractor shall be bound to pay to the bank a sum calculated as **0.15% of tender amount/contract amount** per week or part thereof subject to a ceiling of **10%** of the accepted contracted sum by way of Penalty/ liquidated damages. **In addition to the above mentioned Penalty/ liquidated damages there will be penalties on missing mile stones.** This mile stone penalties will be **0.15 %**(of Total work order value) per day. The mile stones for penalty will be as per project schedule issued and agreed by the contractor before starting the project.

22. **TOOLS, STORAGE OF MATERIALS, PROTECTIVE WORKS AND SITE OFFICE REQUIREMENTS.**

- i. The contractor's representative and staff shall be available at site all reasonable hours to receive instruction notices or communications.
- ii. The contractor shall provide at his own cost provide all artificial light required for the work and to enable other contractors to complete the work within specified time.
- iii. The contractor shall not fix or place any placard or advertisement of any description or permit the same to be fixed or placed in or upon any boarding, gantry building structure other than those approved by the Bank.

23. **PROTECTIVE MEASURES**

- i. Contractor shall indemnify the Bank against all possible damages to the building, roads, or members of the public in course of execution of the work.
- ii. The Contractor shall provide necessary temporary enclosures, gates, entrance etc. for protection of the work and materials and for altering and adopting the same as may

be required and removing on completion of the works and making good all works disturbed at his own cost.

- iii. The contractor should cover in his rate for making provisions for all reasonable facilities for the use of his scaffolding, cranes & hoisting machines, tools and plant etc. by other contractors for their work.

24. CONTRACTOR IMMEDIATELY TO REMOVE ALL OFFENSIVE MATTERS.

All soil, filth or other matters of any offensive nature taken out of any trench, sewer, drain cesspool or other place shall not be deposited on the surface but shall be at once carted away by the contractor to place provided by him at his own cost.

25. CONTRACTOR'S EMPLOYEES

The contractor shall employ technically qualified and competent supervisors for the works who shall be available throughout the working hours to receive and comply with instructions of the Bank. The contractor shall employ in connection with the work persons having the appropriate skill or ability to perform efficiently.

26. No labour below the age of Eighteen years and who is not an Indian National shall be employed on the work.

27. No labour supplied by the contractor to be engaged on the work on day work basis either wholly or partly under order or control of the Bank or his representative shall be deemed to be person employed by the contractor.

28. The contractor shall comply with the provisions of all labour legislation including the requirements of:

- i. The Payment of wages Act
- ii. Bank's Liability Act.
- iii. Workman's Compensation Act.
- iv. Contractor Labour (Regulation & Abolition) Act'1970 and central Rulse1971
- v. Apprentices Act 1961
- vi. Minimum Wages Act.
- vii. Any other Act or enactment relating thereto and rules framed there under from time to time.

29. The contractor shall keep the Bank saved harmless and indemnified against claims if any of the workmen and all costs and expenses as may be incurred by the Bank in connection with any claim that may be made by any workmen.

30. The contractor shall comply at his cost with the order of requirements of any Health officer of the state or any Local authority or of the Bank regarding the maintenance of proper environmental sanitation of the area where the contractor's labour are housed or accommodated, for the prevention of small pox, cholera, plague, typhoid, malaria and other contagious disease. The contractor shall provide, maintain, and keep in good sanitary conditions adequate sanitary accommodation and provide facilities for pure

drinking water at all times for the use of men engaged on the works and shall be taken by the contractors to prevent nuisance of any kind on the workers or the lands adjoining the same.

31. The contractor shall arrange to provide first aid treatment to the labour engaged in the work. He shall within 24 hours of the occurrence of any accident at or about the site or in connection with execution of the works, report such accident to the Bank and also to then competent authority where such is required by the law.

32. DISMISSAL OF WORKMEN

The contractor shall on the request of the Bank immediately dismiss from work any person employed there on by him, who may in the opinion of the Bank be unsuitable or incompetent or who may misconduct himself. Such discharge shall not be on the basis of any claim for compensation or damages against the Bank or any of their officer or employee.

33. ASSIGNMENT

The whole of the works included in the contract shall be executed by the contractor and the contractor shall not directly or indirectly transfer, assign or underlet the contract or any part, share or interest therein nor shall take a new partner, without written consent of the Bank and no subletting shall relieve the contractor from the full and entire responsibility of the contract or from active superintendence of the work during their progress.

34. DAMAGE TO PERSONS AND PROPERTY DAMAGE INSURANCE ETC.

- i. The contractor shall be responsible for all injury to the work workmen to persons, animals or thins and for all damages to the structural and/or decorative part of property which may arise from the operations or neglect of himself or any sub-contractor or of any of his or a sub contractor's employees. Whether such injury or damage arise from carelessness, accident or any other cause whatever in any way connected with carrying out of this contract.
- ii. The clause shall be held to include inter alia, any damage to buildings whether immediately adjacent to or otherwise and any damage to roads, street's footpaths, or ways as well as damages caused to the buildings and the works forming the subject of this contract by rain, wind, other inclemency of weather. The contractor shall indemnify the Bank and hold harmless in respect of all and any expenses arising from such injury or damage any acts of compensation or damages Consequent upon such claim.
- iii. The contractor shall reinstate all damage of every sort mentioned in this clause, so as to deliver the whole of the contract Works complete and perfect in every respect and so as to make good or otherwise satisfy all claims for damages to the property or third parties.
- iv. The contractor shall affect the insurance necessary and indemnify the Bank entirely from all responsibility in this respect. The insurance must be placed with a company approved by the Bank and must be effected jointly in the name of the contractor and the Bank and the policy lodged with the latter. The scope of insurance is to include damage or loss to the contract itself till this is made over in complete state Insurance

is compulsory and must be effected from very initial stage. The contractor shall for anything, which may exclude from damage to any property arising out incidents, negligence of defective carrying out of this contract.

- v. The Bank shall be at liberty and is hereby empowered to deduct the amount of any damages, compensation, costs, charges and expenses arising or accruing from or in respect of any such claim for damages from any sums due or to become to the contractor.

35. INSURANCE

- i. Unless otherwise instructed the contractor shall insure the works and keep them insured until the virtual completion of the contract against loss or damage by fire and /or earthquake, flood. The insurance must be placed with a company approved by the Bank, in the joint names of the Bank and the contractor for contract sum. The joint name of insurance policy shall have Bank's name first and then contractor's.
- ii. The contractor shall deposit then policy and receipt for premiums paid with employee within 7 days from the date of issue of work order unless otherwise instructed in default of the contractor insuring to provide above, the Bank on his behalf may so insure and may deducted the premium paid any money due or which may become due to the contractor. The contractor shall as soon as the claim under the policy is settled or then work reinstalled by the insurance company should they elect to do, proceed with due diligence with the completion of the works in the same manner as though the fire has not occurred and in all respect under the conditions of the contract. The contractor in case of rebinding or reinstating after fire shall be entitled to extension of time for completion as the Bank may deem fit.

36. ACCOUNTS RECEIPTS AND VOUCHERS

The contractor shall furnish all the invoices, accounts, receipts and other vouchers for the material used in the contract work. The said invoices, accounts, receipts and vouchers shall be for whole quantity. The Invoices submitted shall be with GST only. If the contractor produce said invoices of less quantity than claimed in bill for respective items, then bank may deduct the rate of the item as appropriate and the decision of the Bank shall be final and binding on the contractor.

37. DEFECTS AFTER COMPLETION

The contractor shall ensure that no damage / corrosion occurs to glass and aluminium composite panels, furthermore utmost care is to be taken so that no scratch either in glass or ACP occurs. In default the Bank may employ other persons to amend and make good such damages, losses and expenses consequent thereon or incidental there to shall be made good and borne by the contractor and such damages, loss and expenses shall be recoverable from him by the Bank or may be deducted by the Bank in lies of such amending such works and in the event of the amount retained being insufficient recover that balance from the contractor from any amount retained.

38. SUSPENSION

- i. If the contractor except on account of any legal restraints upon the Bank preventing the continuance of the work or in the opinion of the Bank shall neglect or fail to proceed with due diligence in the performance of his part of the contract or if he shall more than once make default, the Bank shall have the power to give notice in writing to the contractor requiring the work to be proceeded within a reasonable manner and with reasonable dispatch, such notice purport to be a notice under this clause.
- ii. After such notice shall have been given the contractor shall not be at liberty to remove from the site of the works or from any ground contiguous thereto any plant or materials to subsist from the date of such notice being given until the notice shall have been complied with. If the contractor fails to start work within seven days after such notice shall have been given to proceed with the works as therein prescribed, the Bank may proceed as provided in the following clause No.39 (termination of Contract by Bank).

39. TERMINATION OF CONTRACT BY THE BANK:

- a. TERMINATION OF CONTRACT ON DEATH OF CONTRACTOR Without prejudice to any of the right or remedies under this contract if the contractor dies, the Deputy General Manager (Corporate Service at HO) shall have the option of terminating the contract without compensation to the contractor.
- b. Subject to other provisions contained in this clause the Deputy General Manager (Corporate Service at HO) may, without prejudice to his any other rights or remedy against the contractor in respect of any delay, inferior workmanship, any claims for damages and / or any other provisions of this contract or otherwise, and whether the date of completion has or has not elapsed, by notice in writing absolutely determine the contract in any of the following cases:
 - i) If the contractor having been given by the Bank's Engineer at HO a notice in writing to rectify, reconstruct or replace any defective work or that the work is being performed in an inefficient or otherwise improper or workman like manner shall omit to comply with the requirement of such notice for a period of seven days thereafter; or
 - ii) If the contractor has, without reasonable cause, suspended the progress of the work or has failed to proceed with the work with due diligence so that in the opinion of the Bank's Engineer at HO he will be unable to secure completion of the work by the date for completion and continues to do so after a notice in writing of seven days from the Bank's Engineer at HO; or
 - iii) If the contractor fails to complete the work within the stipulated date or items of work with individual date of completion, if any stipulated, on or before such date(s) of completion and does not complete them within the period specified in a notice given in writing in that behalf by the Bank's Engineer at HO; or
 - iv) If the contractor persistently neglects to carry out his obligations under the contract and / or commits default in complying with any of the terms and conditions of the contract and does not remedy it or take effective steps to remedy it within 7 days after a notice in writing is given to him in that behalf by the Bank's Engineer at HO; or
 - v) If the contractor shall offer or give or agree to give to any person in Bank of Maharashtra(BoM) Service or to any other person on his behalf any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or

- for having done or forborne to do any action relation to the obtaining or execution of this or any other contract for BoM; or
- vi) If the contractor shall enter into a contract with BoM in connection with which commission has been paid or agreed to be paid by him or to his knowledge, unless the particulars of any such commission and the terms of payment thereof have been previously disclosed in writing to the Bank's Engineer at HO; or
 - vii) If the contractor shall obtain a contract with BoM as a result of wrong tendering or other non-bona-fide methods of competitive tendering or commits breach of Integrity Pact; or
 - viii) If the contractor being an individual, or if a firm, any partner thereof shall at any time be adjudged insolvent or have a receiving order or order for administration of his estate made against him or shall take any proceedings for liquidation or composition (other than a voluntary liquidation for the purpose of amalgamation or reconstruction) under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or composition or arrangement for the benefit of his creditors or purport so to do, or if any application be made under any Insolvency Act for the time being in force for the sequestration of his estate or if a trust deed be executed by him for benefit of his creditors; or
 - ix) If the contractor being a company, shall pass a resolution or the Court shall make an order for the winding up of the company, or a receiver or manager on behalf of the debenture holders or otherwise shall be appointed or circumstances shall arise which entitle the Court or debenture holders to appoint a receiver or manager; or
 - x) If the contractor shall suffer an execution being levied on his goods and allow it to be continued for a period of 21 days, or.
 - xi) If the contractor assigns, transfers, sublets (engagement of labour on a piece-work basis or of the labour with materials not to be incorporated in the work, shall not be deemed to be subletting) or otherwise parts with or attempts to assign, transfer sublet or otherwise parts with the entire works or any portion thereof without and prior written approval of the Bank's Engineer at HO. When the contractor has made himself liable for action under any of the cases aforesaid, the Bank's Engineer at HO may without prejudice to any other right or remedy which shall have accrued or shall accrue hereafter to BoM, by a notice in writing to cancel the contract as whole or only such items of work in default from the Contract, the Deputy General Manager(Corporate Service at HO) shall have powers: a) To determine or rescind the contract as aforesaid in full or part (of which termination or rescission notice in writing to the contractor under the hand of the Deputy General Manager(Corporate Service at HO)shall be conclusive evidence) and get the same executed at the risk & cost of the contractor. Upon such determination or rescission, the already retained security deposit recovered under the contract and performance security deposit shall be liable to be forfeited and used materials, construction plants, implements, temporary buildings, etc. shall be taken over and shall be absolutely at the disposal of the BoM. or b) To employ labour and to supply materials to carry out the work or any part of the work debiting the contractor with the cost of the labour and the price of the materials of the amount of which cost and price certified by the Bank's Engineer shall be final and conclusive) and/ or c) After giving notice to the contractor to measure up the work of the contractor and to take such whole, or the balance or part thereof as shall be un-executed or delayed with reference to the General Conditions of Contract clause no.

21 and/ or relevant clause of Special Conditions of Contract, out of his hands and to give it to another contractor to complete.

Any sums in excess of the amounts due to BoM and unsold materials, constructional plant etc. shall be returned to the contractor, provided always that if cost or anticipated cost of completion by BoM of the works or part of the works is less than the amount which the contractor would have been paid had he completed the works or part of the works, such benefit shall not accrue to the contractor.

In the event of anyone or more of the above courses being adopted by the Deputy General Manager (Corporate Service at HO) the contractor shall have no claim to compensation for any loss sustained by him by reasons of his having purchased or procured any materials or entered into any engagements or made any advances on account or with a view to the execution of the work or the performance of the contract. And in case action is taken under any of the provision aforesaid the contractor shall not be entitled to recover or be paid any sum for any work thereof or actually performed under this contract unless and until the Deputy General Manager (Corporate Service at HO) has certified in writing the performance of such work and the value payable in respect thereof and he shall only be entitled to be paid the value so certified.

40. **ARBIRATION. (ACT: IARC-1996)**

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

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

Arbitration proceedings shall be conducted in Pune (to be mentioned considering the place of execution). Language of the arbitration shall be in English.

All disputes and differences of any kind whatsoever arising out of or in connection shall be referred to Arbitration Sole Arbitrator appointed by the parties by mutual consent. However, if the parties are not agreeing with the sole arbitrator, the Number of Arbitrators shall be three. Each party of the dispute being entitled to appoint one Arbitrator. The two Arbitrators appointed by the parties shall appoint a third arbitrator who shall act as the chairman of the proceedings. The Award of the Arbitrator shall be Final and binding on the parties.

41. **WHERE THERE IS SHORTCOME OF SPECIFICATION FOR ITEM OF BOQ:**

In case of any class of work over which there is no specification/shortcomings in specification mentioned the same shall be carried out in accordance with the latest standard cleaning practices and as a necessary requirement to complete the item/job, subject to the approval of the Consultant/Bank. No additional payment will be made for the same. Bidder shall quote the rate for every item, considering aforesaid requirement.

42. Corrupt & Fraudulent practices

As per Central Vigilance Commission (CVC) directives, it is required that Bidders/suppliers/contractors observe the highest standard of ethics during procurement and execution of such contracts in pursuance of this policy:

“Corrupt Practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of an official in the procurement process or in contract execution and “Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or execution of contract to the detriment of Bank and includes collusive practice among Bidders (Prior to or after bid submission) designed to establish bid prices at artificial non – competitive levels and to deprive the Bank of the benefits of free and open competition.

The Banks reserves the right to reject a proposal for award if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

The Bank reserves the right to declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if at any time it determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

43. Force Majeure

The contractor will be liable for any delay or failure to perform its obligations, if the delay or failure has resulted from circumstances beyond its reasonable control, including but not limited to, act of God or governmental act, political instability, epidemic, pandemic, flood, fire, explosion, accident, civil commotion, riot, mobilizations, strike, blockade, war, computer viruses, industrial dispute, labor unrest, public enemy and any other occurrence of the kind listed above, which is not reasonably within the control of the affected party.

The contractor agrees to give to other party a fifteen (15) calendar days’ written notice as soon as reasonably possible on becoming aware of an event of force majeure and such notice shall contain details of the circumstances giving rise to the event of force majeure.

If the event of force majeure continues for a period of more than thirty (30) consecutive days, then the bank may have the option to terminate the Agreement upon written notice of such termination to the Bidder/other party.

44. Amalgamation

If the Bank undergoes an amalgamation, take over, consolidation, reconstruction, merger, change of ownership etc., this RFP shall be considered to be assigned to the

new entity and such an act shall not affect the rights and obligations of the Contractor under this RFP.

45. All applicable Laws: This RFP shall be construed and interpreted in accordance with and governed by the laws of India, and the courts at Pune shall have exclusive jurisdiction over matters arising out of or relating to this RFP.

46. Severability

- If any of the provisions of this RFP 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 RFP 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 RFP 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 RFP 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 RFP.

47. Solicitation of employees: 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 contract during the period of the contract and one year thereafter, except as the parties may agree on a case-by-case basis. The parties agree that for the period of the contract 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 the employment discussions with the other party.

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

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

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

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

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

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

Explanation-

- a. “Controlling ownership interest” means ownership of or entitlement to more than twenty-five percent of shares or capital or profits of the company;
 - b. “Control” shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholder’s agreements or voting agreements;
2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
 3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;

4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
6. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.

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

50. 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 for 2 years.
- ii. After Award of Work :
If any information/document submitted by the successful bidder is found incorrect/ wrong/ fake /forged / spurious/ fails to supply assigned any 02 orders during contract period, 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 for 02 years. Further Bank will forfeit the Performance Security Deposit. All the action in the aforesaid matter will be at the discretion of Bank.

51. The tender specifications are more indication of the nature and scope of the proposed work. The tenderer as a specialized contractor in the specific field is at liberty to

provide modern cleaning technology for the purpose of obtaining greater efficiency, economic and safety for the proposed work.

The specifications accepted by the tenderers or submitted by him/them together with the tender shall constitute part of the contract document.

The tenderers must obtain for himself on his own responsibility and at his own expenses all information which may be necessary for the purpose of filing this tender and for entering into a contract for the execution of the same and must examine with all local conditions and all the bye laws, rules and regulations of the various authorities and matters pertaining thereto.

The contractor will have to guarantee for proper performance of the work agreed by him.

52. Please note that prices shall be firm for the duration of the contract plus all authorized extensions of the time plus three months' period after completion of work. All rates will be treated as including all taxes, Octroi, duties, levies, excise including turnover tax, etc. but excluding GST.
53. The contractor is to furnish the work so as to serve as guidelines for working out the rate analysis for extra/deviated terms.
54. The contractor is to quote for all the sections of the bill of quantities are approximate. They are likely to vary. Any variation in quantities will be binding on the contractor.
55. Submission of samples: The samples of all the cleaning materials, Chemicals, glass cleaning Squeeze set, etc. shall be submitted to Bank/ in large size stipple pant panel for their approval before commencement of work.
56. Bank reserves the right to ask the contractor to prepare mockup of any for their before proceeding with the work.
57. In case of non-availability of any material mentioned in the list of approved material mentioned in the list of approved and manufactures the contractor shall intimate the Bank/ in writing enclosing the detailed specification and samples of the material suggested by him before proceeding the work with that material. Such alternative material shall be used only after 's/Bank's written approval.

G. SPECIAL CONDITIONS

1. **RATE ONLY ITEMS, EXTRA ITEMS AND QUANTITIES EXCEEDING THE QUOTED QUANTITIES:**
For all the above- mentioned items a variation order (regarding specifications, quantities and rates) signed by the Bank's Representative has to be immediately obtain before procurement and execution. No payments will be entertained without the written variation Order signed by Bank. The onus shall be on the Contractor to obtain such prior written variation order from the Bank's Representative.
2. **The extra item rates will be derived through the analysis and format for rate analysis will be- material cost +5% wastage, 2% transport, loading, unloading etc. + labour (30% in case of carpentry work) + paints or other + contractor profit 15% + taxes. The rate can also be derived from existing quoted item rate if extra item is similar or addition/ deduction to the quoted item in contract.**
3. The Bank has a right to alter the nature of work and to add or omit any items of work or to have the option of the same carried out without prejudice to this contract.
4. **WORK TO BE CARRIED OUT BY LICENSED PERSONS/ FIRM:**
Any special service installations included in the scope of the Work, shall only be carried out by technically competent person holding valid licenses. The contractor shall not without the written consent of Bank assign the agreement or sublet any portion of works.
5. **PROFESSIONAL INTEGRITY AND TEAM SPIRIT:**
It is the intent of Bank that this work will be executed in a spirit of teamwork and full professional integrity. The Contractor shall fully co- operate with all agencies concerned to fulfill this objective.
6. **QUALITY ASSURANCE AND CONTROL PROGRAMME:**
The Contractor shall establish an effective quality control system at the site and implement the same through an independent team consisting of the Contractor's Representative and qualified and experienced engineers and technical personnel to enforce quality control on all items of the Work and the Project at all stages. Any low quality material/unskilled workmanship is observed during the work, contractor shall immediately remove such material and rectify the work.
7. **FIRE PRECAUTIONS:**
The Contractor shall take all precautions and preventive measures against fire hazards at the site and shall assume full responsibility for the same.
8. **DRILLING, CUTTING ETC:**
All cutting and drilling of walls or other elements of the building for the proper entry/installation of inserts, boxes, equipment, etc. shall be carried out using electrically operated tools only. Manual drilling, cutting, chiseling, etc. shall not be permitted. **No structural member shall be cut or chased without the written permission of the Bank. Cutting and drilling of structural members shall be carried out using vibration free**

diamond wire sawing and diamond drilling only with prior permission from the Bank.
The Costs for procurement and using such equipment are deemed to be included in the Contract and no extra costs will be paid.

9. BILLING:

The contractor shall submit the bills for payments along with detailed statement showing the actual works carried out different heads of items in the format specified by the clients. Bills submitted in any format other than that specified below by the clients shall not be considered.

10. BILL FORMAT

Quoted item No.	Description of item (At least 2 lines)	Units	Quoted Quantity	Executed Quantity	Rate	% work done	Amount

The contractor should mention details of net payments received till the bill date. Each bill / Invoice should be as per various applicable tax regulation and should also have all applicable tax registration numbers.

NOTE: ALL QUANTITIES IN THE BILL SHOULD BE IN CUMULATIVE.

ALL MEASUREMENTS SHOULD BE IN THE ORDER OF QUOTATION SEQUENCE.
AND STRICTLY IN THE BELOW MENTIONED FORMAT ONLY.

MEASUREMENT FORMAT

Quotation item No.	Description of item & Location against each Measurement taken	Nos.	Length	Breadth / width	Height	Quantity	Remarks

Each invoice / bill should be submitted in hard and soft copies in duplicate to the Bank.

The format of invoice / bill in soft copies should be same as mentioned above and should be done in **Microsoft Excel**. (Only one file should be created with different worksheet for the invoice and measurement)

11. INSURANCE

The contractor shall ensure that workmen employed by him for execution of work are suitably covered against Workmen Compensation Act and that all liabilities arising out of workmen Compensation Act, ESIS and other legislative enactment applicable to such works and workmen shall be to the Contractor's account.

12. The contractor shall not without the written consent of the Bank, assign the Agreement or sublet any portion of works.

13. The Bank will not make any payment to any contractor if there are:

- i. Defective items of work still uncorrected.
- ii. Any claims or liens filed against the contractor for failure to pay materials, labour on sub-contract amount due or reasonable evidence that indicates probable filing of such claims.
- iii. Damage to another contractor.
- iv. A reasonable doubt that the contract cannot be completed for the balance than unpaid.

14. QUANTITY OF WORK TO BE EXECUTED

The quantities shown in bill of quantities are intended to cover the entire work indicated in the BOQ but Bank reserves the right to execute only a part or the whole or any excess thereof without assigning any reason therefore.

15. CLEARING SITE AND SETTING OUT WORKS

The contractors shall set the works and shall be responsible for the true and perfect setting out of the work and for the correctness of the positions, levels, dimensions and alignments of all parts thereof. If at any time, any error shall appear during execution of any part of the work, the contractor shall at his own expenses rectify such error to the satisfaction of the Bank. The contractor shall further set out works to the alternative positions at the site until one is finally approved and the rates quoted in his quotation should include for this and no this account will be entertained.

16. PAYMENTS

- i. The contractor shall prepare all bills in the format as prescribed by the Bank.
- ii. The Bill should be based on item rates and will be paid on actual work done.
- iii. No advance payment will be made to the contractor.
- iv. The bills in proper forms must be duly accompanied by detailed measurements in support of the quantities of the work done.
- v. Payment will be made based on the completion of work in all respective and to the satisfactory level of the Bank.
- vi. The payment will be made twice a year after completion of the work.

17. PREPARATION OF WORKS FOR OCCUPATION AND USE ON COMPLETION:

The whole of the work will be thoroughly inspected by the contractor and deficiencies and defects put right. On completion the contractor shall inform the Bank that he has completed the work and it is ready for inspection.

CLEANING OF SITE.

On completion of the works the contractor shall take away and remove from the site all surplus materials, rubbish and temporary works of every kind and leave the whole of the works clean and in workmanlike conditions to the satisfaction the Bank. The contractor should clean site for the debris and other waste material on daily basis and keep the environment healthy, no extra payment will be made on that account.

18. ESCALATION:

The rate quoted shall be firm throughout the tenure of contract (including extension of time, any granted) and will not be subject to any fluctuation due to increase in cost materials, labour, taxes, octroi, or any other new taxes, levies etc.

19. IDLE LABOUR:

Whatever the reasons may be, no claim for idle labour, additional establishment cost of hire and labour charges of tools and plants would be entertained under any circumstances. ***Delay due to non-availability of labour at any point of time during execution will be at contractors account and Bank will not entertain any claim (extension of time period) for the same.***

20. Contractor shall ensure sufficient required manpower & material for the completion of the project. They shall ensure the aforesaid men & material before submitting their bids.

21. Renewal of Contract:

Bank may renew the contract for further one year on the agreed quoted rate based on the satisfactory performance of the contractor.

H. DETAILED SPECIFICATION OF WORK

A) GENERAL

This specification is for work to be done, and materials to be used in the works as defined on and described herein, all under the supervision and to the satisfaction of the Competent Authority.

The workmanship is to be the best and of high standard, use must be made of special trades men in all respects of the work and allowances must be made in the rates for doing so.

The materials and items to be provided by the contractor shall be approved by the Competent Authority in accordance with any samples which will be submitted for approval by Contractor and generally in accordance with the Specifications Also if products are specified in the catalogue reference, the contractor will be required to obtain the approval of the Competent Authority before using a material. The Contractor shall produce all invoices, vouchers or receipts for any material if called upon to do so by the Competent Authority.

Samples of all materials are to be submitted to the Competent Authority for approval before the Contractor orders or delivers the materials at site. Samples together with their packing are to be provided free of charge by the Contractor and should any materials be rejected; they will be removed from the site at the Contractor's expense. All samples will be retained by the Competent Authority for comparison with materials, which will be delivered at the site.

Contractor shall maintain uniform quality and consistency in workmanship throughout. Cleaning work shall be carried out to the satisfactory level of the Bank.

B) Equipments/Tools/ Accessories other than Machines:

Sl No.	Particulars	Quantity
1	Hiflo Carbontec Systems or Equivalent Systems with modular carbon pole sections, complete with brush, Jets & Pole connector and complete water feed assembly, hose kit with connector for glass/ façade cleaning upto 50ft in height.	As per requirement
2	Cob Web Brush	As per requirement
3	Glass Cleaning Kit- Full Set	As per requirement
4	Telescopic Pole- 11 Mtr	As per requirement
5	Telescopic pole-9 Mtr.	As per requirement
6	Safety Belts	As per requirement
7	Work Under Progress Standees	As per requirement

C) Washing and Cleaning Instructions

Use diluted Household detergent (1-5% with water) and after cleaning these should be wiped by a sponge of soft cloth. If stain remains after drying, then use neutral detergent or household cleaners diluted with water.

Heavier contaminations can be removed by ethyl or isopropyl alcohol. It is applicable for PVDF Coating only.

The Hard to remove spots can be removed by cloth wetted in organic solvent (Heptane, hexane, petroleum ether). It is not recommended to use acetone, toluene xylene, butanone, methyl isobutyl ketone and other strong solvents which are applied for dissolving of paints, these chemicals are found in following commercial cleaners like MIBK & other solvents.

After applying organic solvents it is recommended to wipe the surface by an absorbent cloth preliminarily wetted by alcohol. It is not recommended to use cleaners containing abrasive dust, pastes and emulsions.

Any cleanser and detergent must have a neutral pH 5-8 value, and it should be tested on an unnoticeable place of a composite panel for any change of colour.

List of chemicals

Sl No.	Material Description	pH Value (undiluted)	
1	Glass Cleaner R-3	7.0-7.5	Glass/ Mirrors
2	Any Other Chemicals (Such as Sharpshooter by 3M and Windex or Equivalent Cleaner)		For very strong Stains (With prior permission from Bank's Engineer)

Please note that these chemicals may lead to the discoloring of ACP Sheets and if used should be followed up with adequate good rinsing of water afterwards.

Any chemical used for ACP Cleaning shall not be harsh for the colour of the ACP. There shall not be any discolouring of ACP in any case after cleaning.

I. SAFETY CODE

1. Suitable scaffolding shall be provided for workman for all that cannot safely be done from the ground or from solid construction except such short period of work as can be done safely with ladders. When a ladder is used an extra Majdoor shall be engaged for carrying material as well as suitable foot holds and hand holds shall be provided on the ladder an inclination shall be given not steeper than 1/4 horizontal and 1 vertical.
2. Scaffolding or staging more than 12 feet above the floor. Swung or suspended from overhead support or erected with stationary support shall have a guard rail properly attached breached or otherwise secured at least 3 feet high above the floor of the platforms of such scaffolding staging and extending along the entire length or the outside the ends thereof with only such opening as may be necessary for the delivery of the materials, such scaffolding or staging shall be fastened as to prevent it from swaying from the building structure.
3. Working platform gangways should be constructed so that they should not sag unduly or unevenly and if the height of the platform of the gangway or the stairway is more than 12 feet above the ground level and/or floor level they should be closely boarded, should have adequate width and should be suitably fenced as described in 2 above.
4. Safe means of access shall be provided to all working platforms and other working places. Every ladder shall be securely fixed No portable single ladder shall be over 30 feet in length while the width between side rails in ring ladder shall be in no case less than 11.1 inches for ladder up to and including 10 feet in length for longer ladders this width should be increased at least ¼ inch for each additional foot length uniform stop spacing shall not exceed 12" adequate precaution shall be so stacked or placed as to cause danger or inconvenience to prevent danger from electrical equipments. No material on any of the sites of work shall be so stacked or placed as to causes danger or inconvenience to any person or the public. The contractor shall also provide all necessary fencing and lights to protect the public from accident and shall be bound to bear the expenses of defense of every suitable action or other proceedings of law that may be brought by any person and to pay any damages and cost which may be awarded in any such suitable action or proceeding to compensate any claims by any such person.
5. Every opening in the floor of a building or in working platform with suitable means to prevent the fall of person or materials by providing suitable means to prevent the fall of person or materials by providing suitable fencing / railings whose minimum height shall be less than 90 cm.
6. During the progress of the work,
 - I. All roads and open areas site shall either be closed or suitably protected.
 - II. No electrical cable or apparatus which is liable to be a source of danger or a cable or apparatus used by the operator shall remain electrically charged.
 - III. All practical steps shall be taken to prevent danger to persons employed from risk of fire explosion or flooding. No floor, roof or other part of the building shall be so overloaded with debris, materials or machines so as to render it unsafe.

7. All necessary personal safety equipment as considered adequate should be kept available for the use if the person employed on the site and maintained in a condition suitable for immediate use, and the contractor should take adequate steps to ensure proper use if equipment by those concerned while executing the work under contract.
8. Use of hoisting machines and tackle including their attachments, anchorage and supports shall conform to the following standards or conditions:
1. These shall of good mechanical construction, sound materials and adequate strength and in good working order.
 2. Every rope used in hoisting or lowering materials or as a means of suspension shall be of durable quality and adequate strength and free from patent defects.
 3. Every Crane Driver or hoisting appliance operator, shall be properly qualified and no person below the age of 18 years should be in charge or hoisting machine including any scaffolding which or give signals to operator. The crane operator shall have valid license to operate the crane.
 4. No part of any hoisting machine/ crane shall be loaded beyond safe working load.
9. Motors, gearing, transmission, electric wiring and other dangerous parts of hoisting appliances/ crane should be provided with efficient safeguards. Hoisting appliances should be provided with such means as will reduce to the minimum risk of accidental descent of the load. Adequate precautions should be taken to reduce to the risk of any part of a suspended load becoming accidentally displaced. When workers are employed on electrical installations which are already energized, insulating mats, wearing apparel, such as gloves, sleeves and boots as may be necessary should be provided. The worker should not wear any rings, watches and carry keys or other materials which are good conductors of electricity.
10. All scaffolds, ladders and other safety devices metioned or described herein shall be maintained in safe condition and no scaffold, ladder or equipment shall be altered or removed while it is in use. Adequate washing facilities should be provided at or near places of work.
11. These safety provisions should be brought to the notice of all concerned by display on a notice board at a prominent place at work spot. The person responsible for compliance of the safety code shall be named therein by the contractor.
12. To ensure effective enforcement of the rules and regulations relating to safety precautions the arrangements made by the contractor shall be open to inspection by Bank's officers.

Date:

Signature of contractor(s)

J. PRE- CONTRACT INTEGRITY PACT

General: This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on ____ day of month of _____ 2022, between on one hand, Bank of Maharashtra through authorized official Shri. _____, Chief Manager (Civil Engineer), Corporate Services Department, Bank of Maharashtra 1501, Shivajinagar, Pune (hereinafter called the “BANK”, which expression shall mean and include unless the context otherwise required, his successors in office and assigns) of the First Part and M/s _____ represented by Shri. _____ Proprietor (herein called the “BIDDER” which expression shall mean and include unless the context otherwise requires his successors and permitted assigns) of the Second Part.

WHEREAS the BANK proposes to carry out “Proposed AMC for Cleaning of Glass façade and ACP Sheets at Lokmangal Shivajinagar Pune” (said work) and the BIDDER is willing to offer/has offered for the aforesaid work and

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

NOW, THEREFORE,

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

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

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

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

Commitments of the BANK:

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

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

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

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

COMMITMENTS of BIDDERS

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

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

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

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

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

3.6. The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract shall disclose any payments he has made is committed to or intends to make to officials of the BANK or their family members, agents, brokers or any other

intermediaries in connection with the contract and the details of services agreed upon for such payments.

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

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

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

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

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

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

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

4. Previous Transgression

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

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

5. Earnest Money (Security Deposit)

5.1. While submitting commercial bid, the BIDDER shall submit Bid Security Declaration Form, and Tender fee of Rs 500/- with the BANK through any of the following instruments:

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

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

5.2. The Security 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 security deposit for the said work that the

provisions of Sanctions for Violation shall be applicable for forfeiture of performance Bond/performance security deposit in case of decision by the Bank to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

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

6. Sanctions for Violations:

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

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

6.1.2. The Security Deposit / Performance Bond /performance security deposit (after the contract is signed) shall stand forfeited either fully or partially, as decided by the Bank and the Bank shall not be required to assigning any reason therefore.

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

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

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

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

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

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

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

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

7. Fail Clause:

The Bidder undertakes that it has not supplied / is not supplying similar products/systems or subsystems/ services at a price lower than that offered in the present bid in respect of any other Ministry/department of the Government of India or PSU and if it is found at any stage that similar products/systems or sub systems was supplied by the Bidder to any other Ministry/Department of Government of India or a PSU at a lower price, then that very price,

with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BANK, if the contract has already been concluded.

8. Independent Monitors:

1.1. The BANK has appointed Independent Monitors

Name : Arun Jha

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

Email id : arunjha01@gmail.com

Name : Umesh Vasant Dhatrak

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

E-Mail id : uvdhatrak@gmail.com

(Hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission.

- 1.2. 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.
- 1.3. The Monitors shall not be subject to instructions by the representatives of the parties and performs their functions neutrally and independently.
- 1.4. Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.
- 1.5. 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.
- 1.6. 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.
- 1.7. 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.
- 1.8. 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 at page no. 53-54 of this RFP in accordance with the applicable Indian laws and the award made in pursuance thereof shall be binding on the parties. The Arbitrator/Arbitrators shall give a reasoned award. Any appeal will be subject to the exclusive jurisdiction of courts at PUNE.

11. Other Legal Actions:

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

12. NON Disclosure:

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

13. Validity:

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

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

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

BANK

Name of the Officer:

Designation:

Corporate Services Department

Bank of Maharashtra

(Office Seal)

Place _____

Date _____

BIDDER

Proprietor

(Office Seal)

Witness:

1 _____

(Name & Address) : _____

2 _____

(Name & Address) : _____

Witness

: 1 _____

(Name & Address) : _____

2 _____

(Name & Address) : _____

Annexure-I
DECLARATION BY THE CONTRACTOR

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 Contractor 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:
Stamp

Signature of Contractor

Annexure-II
Certificate/Undertaking

1. 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.
2. I undertake that I / we have visited the place of “-----”, Bank of Maharashtra, - -----”, and noted the quantities, floor space, existing electrical connections, water etc.
3. 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 Interior works mentioned in the tender. I also understand that the work, if required to be completed on priority basis, so we are ready to work in day / night hour subject to availability of site/space.
4. I hereby abide for the rates which are quoted by me for each items considering all specification, standard procedure and site condition.

(Signature of Contractor):

(NAME):

(SEAL):

(Above certificate/ undertaking is to be given on the Letter Pad of the Contractor)

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,
Chief Manager,
Corporate Services
Head Office, Lokmangal
Bank of Maharashtra
Shivajinagar, Pune – 5

We here by confirm and declare that we, M/s----- is not
blacklisted/De-registered/debarred by any Government department/ Public Sector
Undertaking/ Private Sector/ or any other agency for which we have executed/undertaken
the works/services during the last 05 years.

For -----

Authorized Signatory
Date:

Annexure IV

FORMAT FOR BID SECURING DECLARATION FORM

Date: _____

Tender No. _____

To,
Chief Manager(Civil Engineer),
Corporate Servicer Dept.
Bank of Maharashtra,
1501,Lokmangal,
Shivajinagar,Pune

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

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

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

or

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

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

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

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

Signed:

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

in the capacity of

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

Name:

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

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

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