



बैंक ऑफ महाराष्ट्र
Bank of Maharashtra
ONE FAMILY ONE BANK

Bank of Maharashtra
VIJAYAWADA Zone

Invites
Application for

EMPANELMENT OF CONTRACTORS (INTERIOR/ELECTRICAL/AIR CONDITIONERS)
AND CONSULTANTS (ARCHITECTS)

Date of issue: 11.07.2024

Last Date of Submission: 26.07.2024

BANK OF MAHARASHTRA

Prequalification for Empanelment of Contractors /Consultants

Bank of Maharashtra proposes to empanel the Contractors/Consultants for its branches under Vijayawada Zone. The centres would be located in different location in Andhra Pradesh.

Bank would empanel Contractors/Consultants for Vijayawada Zone. The works which are proposed in different locations of Andhra Pradesh state, where Bank's Offices/premises are located and only those applicant who are capable of carrying out works in aforesaid locations only need to submit their application.

The empanelment will be applicable initially for the period of Two years from the date of empanelment. However, Bank has discretion to extend the empanelment period for further one year on same terms and conditions.

The Contractors/Consultants satisfying the pre-qualification criteria will be empanelled for the Vijayawada Zone, subject to meeting their eligibility criteria.

Bank at its discretion shall verify the offices of the applicants. The Contractors/Consultants are requested to furnish details regarding their Company, Organization Chart, Date of Incorporation, Number of employees, Experience etc as indicated in the application format given in Bank's website.

The Contractors, who fulfil the above criteria, may download the application Form, from Bank of Maharashtra website www.bankofmaharashtra.in under Notices - Tenders. The application forms duly completed in all respects giving the aforesaid information are required to be addressed to the officer as indicated below and should be **enclosed in a sealed cover** super scribing in the top left hand corner of the cover as "**Application for Prequalification for Empanelment of Contractors / Consultants in Vijayawada Zone**" and to be submitted for the purpose on or before **26.07.2024** at the following address: **1st Floor, Infinity Plaza, D.No:59A-21-7/3, High School Road, Patamata, Vijayawada, AP – 520007.**

The sealed cover should necessarily be submitted at aforesaid Dept. only. Bank reserves the right to reject any or all the applications without assigning any reasons thereto and to restrict the list to any number deemed suitable by it, if too many applications are received satisfying the basic pre-qualification criteria. Bank also has the right to reject all the applications and go in for re-advertisement without assigning any reason thereto.

Deputy Zonal Manager
Vijayawada Zone
1st Floor, Infinity Plaza,
D.No:59A-21-7/3, High School Road,
Patamata, Vijayawada, AP – 520007.

TERMS AND CONDITIONS OF EMPANELMENT OF Contractors/Consultants/Architects etc

Bank of Maharashtra is in the process of Empanelment of Contractors (Interiors / Electrical / Air conditioner) And Consultants (Architects).

Application forms are invited for empanelment from reputed contractors, consultants having valid registration with CPWD/MES/PSUs/ Nationalized Banks/ Govt. Sector/State PWD, and reputed Private Institutions in appropriate class.

Contractors/consultants shall apply for empanelment in prescribed format. The tender document is available on our website "www.bankofmaharashtra.in" under notices Tenders. The interested applicant shall download the tender and submit their application as per the eligibility. Applicant has to submit the tender along with **prescribed fee** of **Rs.1000/-** which is non-refundable. No hard copy will be issued in any case.

1. Intending contractors /consultants are requested to furnish details about their firm, technical experience, competence and evidence of their financial standing as per enclosed Performa for considering their names for empanelment.
2. The contractors /consultants should have minimum three years of experience in the respective field. The contractors applying for electrical works should have valid electrical licenses issued by electrical inspector or any Govt authorized authority or Dept. / AP Transco in appropriate class / PWD/Railways/Electricity Board etc.
3. The contractors /consultants who intend to apply for more than one category have to apply for each category separately using the same application form by paying requisite fee for each application which is non-refundable. The applicant shall note that the information relevant to the category under which they want to apply shall be applicable and same shall be filled correctly. Where ever information is not relevant to the category, shall be written as Not-applicable.
4. Bank of Maharashtra may approach the contractor's /consultant's clients, corporations, organizations, etc. to verify their general reputation / competence/credentials etc.
5. Selection of contractors will be based on the ability and competence required for good quality jobs to be performed by them.
6. Bank of Maharashtra reserves the right to accept or reject any application without assigning any reason.
7. The empanelment shall be made for a specific category. However, contractor empanelled in higher category shall be eligible for the works in the lower category also.
8. If the space provided in the Performa is insufficient for giving full details, the same may be given on a separate sheet of paper. Information furnished to Bank will be kept as strictly confidential.
9. Decision of Bank of Maharashtra regarding selection of contractors for empanelment will be final and binding and no further correspondence will be entertained. Contractors empanelled will be informed separately.

10. Intending contractors /consultants are requested to read the Performa carefully before filling the particulars.
11. Incomplete applications will not be considered.
12. Information / details furnished by selected contractors /consultants, if found to be false at any time in future or any information affecting empanelment is willingly / unwillingly withheld, if come to the notice of the Bank at any point of time, the empanelment of contractors /consultants can be cancelled immediately.
13. Wherever required, only certified copies should be submitted. The completion certificate shall be from main client only. Work order copy without completion certificate will not be considered as a proof of the completed work. The completion certificate submitted by subcontractor or obtained from Architect will be not be considered valid.
14. Cost of the application form is **Rs.1000/-** which is not refundable & to be paid by way of Demand Draft favouring “Bank of Maharashtra” payable at **Vijayawada**.
15. Application form is not transferable.
16. Empanelment of the firm, if selected, will be valid only for 2 years and extendable further period of 01 year subject to satisfactory performance of the contractor/consultant.
17. The application shall be submitted strictly in the format as mentioned along with the supporting documents.
18. The application shall be signed by the person/s on behalf of the organization having necessary Authority/ Power of Attorney to do so. Each page of the application shall be signed as token of acceptance of the contents mentioned therein and copy of Power of Attorney / Memorandum of association (Wherever applicable) shall be furnished along with application.
19. Completed empanelment document shall be submitted in person up to **5.00 pm** on or before **26.07.2024** to the Zonal Manager, Vijayawada Zone, **Bank of Maharashtra, Zonal Office at 1ST Floor, Infinity Plaza, D.No:59A-21-7/3, High School Road, Patamata, Vijayawada, AP – 520007.** Each application/form must accompany Demand Draft of **Rs.1000/-** favouring Bank of Maharashtra and payable at **Vijayawada**. The application form if not received within stipulated time will be summarily rejected.
20. It is necessary that Contractors /consultants must have office at Andhra Pradesh or a full-fledged branch office at Andhra Pradesh, if its head/registered office is at somewhere else. Applicant shall submit necessary address of branch/office located at Andhra Pradesh. If Contractors doesn't have office/branch office at Andhra Pradesh, they shall provide undertaking that they will make necessary arrangements (men, material & technical staff) for execution of work, if any awarded.
21. The successful applicant/s will have to execute separate agreement with Bank & all the costs and applicable stamp duties will have to be borne by the applicant.
22. The successful applicant/s will have to submit Police Verification Certificate during execution of agreement with Bank.
23. Empanelment does not guarantee/ ensure/entitle you the right to get the work order or awarding of any contract/supply. Bank's laid down norms / CVC guidelines will be followed for placing orders towards contracts/works, after inviting sealed tenders etc. in the usual manner.

24. Various registration certificates applicable such as GST, ESIC, EPF, Labour license etc. need to be renewed in time and renewed copies of the same should be submitted to us for our record. Non – Compliance of the same shall lead to termination of empanelment.
25. Necessary provisions as applicable under various laws should be complied with and Bank will be in no way responsible for any default on your behalf in this regard.
26. Your services may be availed by the Bank for work/s at any of offices/branches in and around - Andhra Pradesh.
27. Under no circumstances you should use any legend, logo containing Bank's name OR symbol in your letter head, sign boards, name plates, visiting cards etc on empanelment.
28. Bank will review your performance periodically and based on the satisfactory performance, your empanelment will remain effective.
29. Bank reserves the right to remove your name/ de-panel you at any time during this period by issuing one-month notice and bank is at liberty to assign or not to assign any reason there for.

BIO-DATA OF AGENCY

1. Name of the firm :

1 a) Address (Head Office) :

Telephone No. :

Office :

Residence :

Mobile :

Fax :

E-Mail :

1 b) Address (Local Office) :

Telephone No. :

Office :

Residence :

Mobile :

Fax :

E-Mail :

2.a) Whether proprietary/partnership/
Pvt. Ltd. / Public Ltd. (certificate
of registration to be enclosed as
Annexure-I). :

b) Name of the Proprietor, Partners, Directors

I)

II)

c) Year of establishment :

3. Registration with Tax Authorities :

i) Income-tax (PAN) No. :

ii) G S T No. :

iii) EPF Reg. No. :

iv) ESI Reg. No. :

v) TIN / VAT No. :

vi) WCT Reg. No. :

(copies of certificates of registration with relevant authorities to be enclosed as Annexure-II-A, II-B, II-C, II-D & II-E)

4. Names of the Bankers with address & telephone numbers:

Sr no.	Name of the Bank	Branch	Since when banking	Contact Person & Tel. No.

5. Furnish copies of audited balance-Sheet and Profit & Loss A/C. for the last 3 years as Annexure-IV-A, IV-B & IV-C. : Enclosed / Not enclosed

6. Registration with Govt. / Public Sector / Banks (certificates of Registration to be enclosed as Annexure-V.

Name of the Organization	Year since empanelled

8. Give details if involved in litigation at present in similar type of contracts:

Sr. No.	Name of Project	Name of Employer	Nature of work	Work order dated	Date of completion of work	Value Rs.

9. Details of civil suit, if any, that arose during execution of contract in the past 5 years. :

10. Specify maximum value of single value project executed during the last 03 years. :

11. Name & relation, if any, with the **staff member of Bank of Maharashtra**. Please give his/her present posting & contact no. :

12. Details of work executed during the last 3 years:

Type of work	Work executed for (name of the Institution / Body)	Nature of work (in brief)	Location	Value Rs.	Duration of work with date of Commence and completion	If work left incomplete or terminated (give reasons)

Note: Copies of work orders along with photocopies of relevant TDS certificate, satisfactory completion certificate obtained from the client shall be enclosed as Annexure VI. Please note that without the copies of certificates, your application is liable to be rejected. Please refer cl No.20 of Empanelment of contractors.

13. Details of work on hand (photo copies of performance certificate, work orders issued by valued clients, preferably Banks, Govt., Semi-Govt. Bodies should be enclosed as Annexure VII).

Type of work	Work executed for (name of the Institution / Body)	Nature of work (in brief)	Location	Value Rs.	Duration of work, stipulated time	Present stage of work

14. LIST OF NAME/S OF PROPRIETOR / PARTNERS & EMPLOYEES:

Name	Qualifications	Experience	Particulars of work done	Employed in your firm since	Value of work done

15. Turnover in last 3 years:

Sr. No.	Year	Turnover (Rs. in lacs)	Income-tax paid	GST / Service Tax paid	Amount of Profit
1					
2					
3					

(Copies of income-tax returns /assessment orders for each year to be enclosed as Annexure VIII-A,B,C,D& E)

16. List of equipment / machinery owned:

Sr. No.	Name of equipment	Year of manufacture	Nos. available

17. GROUP FOR WHICH REGISTRATION IS SOUGHT - OUT OF THE FOLLOWING CATEGORIES

(A. Contractors):

Sr. No.	Name of the activity	Work for which empanelment is sought
1	Furniture work / Furnishing work of all types. Category A – Up to Rs.25 lacs Category B – Up to Rs.20 lacs Category C – Up to Rs.15 lacs Category D – Up to Rs.05 lacs	
2	Electrical work including repairs and maintenance. Category A – Up to Rs.25 lacs Category B – Up to Rs.20 lacs Category C – Up to Rs.15 lacs Category D – Up to Rs.05 lacs	
3	Air-conditioning – Installation, servicing and maintenance of window, split air-conditioners, Cassette, VRV systems, piping etc. Category A – Up to Rs.25 lacs Category B – Up to Rs.20 lacs Category C – Up to Rs.15 lacs Category D – Up to Rs.05 lacs	

17. B (Consultants):

Sr. No.	Name of the activity	Work for which empanelment is sought
1.	Architects –(Shall have been registered with Council of Architects only and shall have valid certification of the same) Scope of work include preparation of plans/detail drawings for Interior works , estimate, draft tender, detailed specifications of items ,scrutiny of tenders, preparation of comparative charts, recommendations, rate analysis, supervision, certification of work & bills etc.(No interior Designer certificate will be considered valid) Category A – Up to Rs.50 Lakh Category B – Up to Rs.15 Lakh Category C – Up to Rs. 5 Lakh Category D – Below Rs.50 Lakh	

18. PRE-QUALIFICATION CRITERIA:

Sr. No.	Criteria	Weightage s	Self-rating marks
1	<p><u>For works at Sr. Nos. 1 to 3(A: Contractors)</u> - Should have executed one similar work of 80% of the value indicated for the category for which registration is sought during last 3 years OR - Should have executed two similar works of 50% of the value indicated for the category for which registration is sought during last 3 years OR - Should have executed three similar works of 40% of the value indicated for the category for which registration is sought during last 3 years</p>	35	
	<p><u>For B: Consultants</u> -The consultancy for works amounting shall be as above for each category. Category A – Estimated cost of work up to Rs.100 lacs Category B – Estimated cost of work up to Rs.75 lacs Category C – Estimated cost of work up to Rs.50 lacs Category D – Estimated cost of work up to Rs.25 lacs</p>	35	
2	<p><u>For works at Sr. Nos. 1 to 3(A: Contractors)</u> Average turnover for the last three years shall be Category A –Rs.25.00 lacs Category B –Rs. 20.00 lacs Category C –Rs. 15.00 lacs Category D –Rs. 5.00 lacs</p>	20	
	<p><u>For B: Consultants</u> -The consultant shall have successfully completed the project or projects cumulative to the cost of category in which applied. Category A –Rs.100.00 lacs Category B –Rs. 75.00 lacs Category C –Rs. 50.00 lacs Category D –Rs. 25.00 lacs</p>	20	
3	Should have made profit during last three years(<u>A: Contractors & B: Consultants</u>)	10	
5.	<p><u>For A: Contractors</u> Should have submitted solvency certificate of 30% of the upper ceiling mentioned (Solvency certificate shall not be older than six months) <u>For Work at Sr. No. 1 to 3</u> Category A –Rs.25.00 lacs Category B –Rs. 20.00 lacs Category C –Rs. 15.00 lacs Category D –Rs. 5.00 lacs</p>	5	

6	(A: Contractors & B: Consultants) The firm must have full set-up of office in Andhra Pradesh or Branch office in Andhra Pradesh. <u>If they don't have then marks allotted will be Zero.</u>	10	
7	The firm must have qualified personnel Sr. no. 1 to 3 (A: Contractors) Minimum qualified personnel: 04 B: Consultants Minimum qualified personnel: 02	10	
8.	Empanelment in Govt/Semi Govt/PSU/PSB organizations:	10	
TOTAL		100	

NOTE: Applicant shall mention self-rating for those category which are applicable. Criteria mentioned above is just minimum requirement. The Bank at its discretion may upgrade the criteria. No complaint on this account will be entertained. Contractors/professional/vendors scoring 75 marks & above will only be considered for pre-qualification & **they themselves will have to fill in marks for self-rating as stated in the above table.**

19. Supply of various items of furniture and office machinery.

[For Authorised Dealers/ Manufacturers only]

Sr. No.	Name of the activity	Work for which empanelment is sought
1	Supply of Furniture Items. [Manufactures/Authorised dealers only] 1. Chairs, Sofas, Tables, Cupboards, Four drawer filing cabinet 2. Carpets 3. Venetian blinds/sun control film	
2	Supply of Office Machinery [Manufactures/Authorised dealers only] 1. Water coolers, Air coolers, Water purifier, paper shredding machine, Note sorting/Note counting machine 2. EPABX systems 3. Telephone instruments, Modem	
3	Supply of Electrical / Power back-up Equipments [Manufactures/Authorised dealers only] 1. Fans, Light fittings, Geysers, Boilers, cables etc. 2. UPS 3. UPS Batteries. 4. DG 5. Air – Conditioning units	

20. PRE-QUALIFICATION CRITERIA:

A.(For suppliers of Furniture items/Electrical items/Office Machinery etc.)

Sr. No.	Criteria	Weightages	Self-rating marks
1	Either Manufacturer or Authorised dealer	40	
2	Average turnover for the last three years shall be Rs.10.00 lacs minimum.	20	
3	The firm must have full set-up of office in ----- or Branch office	10	
4.	i) The firm have supplied the items amounting up to Rs 05.00 lakhs	10	

	ii) The firm have supplied the items amounting from 5.00 lacs to Rs 10.00 lakhs	20	
	iii) The firm have supplied the items amounting Rs 10.00 lakhs and above	30	

Contractors/professional/vendors scoring 75 marks & above will only be considered for pre-qualification & they themselves will have to fill in marks for self-rating as stated in the above table

B- PRE-QUALIFICATION CRITERIA

(Empanelment of dealers in all types of Scrap.)

Sr. No.	Criteria	Weightages	Self-rating marks
1	Firm in business for 05 years & above	30	
	Firm in business between 03 years & 05 years.	20	
	Firm in business for less than 03 years	10	
2	Average turnover for the last three years Over Rs.10.00 lacs	20	
	Between Rs.5 lacs & Rs.10 lacs.	10	
	Less than Rs.5 lacs.	05	
3	The firm must have full set-up of office in -----	20	
4	For lifting the material from ----- Zonal Office or from other places in ----- free of charge	20	
5	Firm having own vehicle	10	

Scrap dealers/ vendors scoring 75 marks & above will only be considered for pre-qualification & they themselves will have to fill in marks for self-rating as stated in the above table. Bank may, at its discretion, consider empanelment, even if some of the enclosures could not be submitted by the scrap dealers.

21. LIST OF ENCLOSURES:

ANNEXURE NO.	PARTICULARS	TICK IF ENCLOSED
I	Certificate of registration of Company / partnership deed.	
IIA, IIB, IIC, IID, IIE	Certificates of registration with Income Tax, Service Tax, EPF, ESI and VAT / TIN authorities.	
III	Solvency Certificate.	
IVA, IVB, IVC	Audited Balance Sheet & Profit & Loss A/c. Statement for last three years.	
V	Certificates of Registration with Govt. / Public Sector / Banks.	
VI	Copies of work orders along with photocopies of relevant TDS certificate, satisfactory completion certificate mentioning value of work.	
VII	Copies of performance certificate, work orders issued by valued clients, preferably Banks, Govt., Semi-Govt. Bodies.	
VIIIA, VIIIB, VIIC, VIID, VIIIE	Copies of income-tax returns / assessment orders for previous 05 years.	

Note: In absence of any of the above enclosures, your application is likely to be rejected.

DECLARATION

1. I / We have read the instructions appended to the Performa and I / We understand that if any false information is detected at a later date, future contract if any made between ourselves and Bank of Maharashtra, on the basis of the information given by me / us can be treated as invalid by the Bank and I / We will be solely responsible for the consequences.
2. I / We agree that the decision of Bank of Maharashtra in selection of contractor/consultants will be final and binding to me / us.
3. All the information furnished by me hereunder is correct to the best of my knowledge and belief.
4. I / We agree that I / we have no objection if enquiries are made about the work listed by me / us in the accompanying sheets.
5. I / We agree that I / We have not applied in the name of sister concern for the subject empanelment process.

Place :
Date :

SIGNATURE
NAME & DESIGNATION
SEAL OF ORGANISATION.

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

UNDERTAKING REGARDING BLACKLISTING/ NON-DEBRMENT

To,
The Zonal Manager,
Bank of Maharashtra,
Vijayawada

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:

*** Zone to ensure that Non Disclosure Agreement & Integrity Pact shall be signed by shortlisted contractors/consultants/architects before awarding work as per below format and kept on record.**

NON DISCLOSURE AGREEMENT

It is hereby agreed that all the parties in this agreement hereby agree as follows.

- i. Bidder shall hold all information about this tender and / or information gathered about the Bank through this process in strict confidence with the same degree of care with which Bidder protects its own confidential and proprietary information. Bidder shall restrict disclosure of the information solely to its employees, agents and Sub-contractors on a need to know basis advise those persons of their obligations hereunder with respect to such Information.
 - ii. To use the information only as needed for the purpose solely related to this project.
 - iii. 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.
 - iv. Bidder shall disclose any information to parties not involved in supply of the products and services forming part of this order and discloser of 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.
 - v. Any information considered sensitive must be protected by the Bidder from unauthorized discloser or access.
 - vi. Any information, Photographs, Floor plan relating to the Interior/details of the Branch/Zonal office premises must be protected by the Bidder from unauthorized disclosure or access.
1. IN WITNESS WHEREOF THE BANK and the contractor have set their respective hands to theses presents and duplicates hereof the day and year first hereinabove written

2. SIGNATURE CLAUSE

Signed and delivered by the _____ by the hand of Shri _____
(Name & Designation) (BANK)

In presence of :

(1) _____

Address :

(2) _____

Address :

(Witnesses)

Signed and delivered by the _____ by the hand of Shri _____
(Name & Designation) (CONTRACTOR)

In presence of :

(1) _____

Address :

(2) _____
Address :

(Witnesses)

INTEGRITY PACT

General:

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on _____ day of month of _____ 2020, between on one hand, Bank of Maharashtra through authorized official Shri. _____, Zonal Manager, ----- Zone, Bank of Maharashtra Head Office, 1501, Lokmangal, Shivajinagar, Pune-5 (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/Partner (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 "-----, ----- Zone, Bank of Maharashtra, Pune" (said work) and the BIDDER is willing to offer/has offered for the aforesaid work and

WHEREAS the BIDDER is a private company/public company/Government undertaking /partnership/ registered export agency / LLP, constituted in accordance with the relevant law in the matter and the BANK is ----- Zone of Bank of Maharashtra.

NOW, THEREFORE,

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

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

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

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

Commitments of the BANK:

- 1.1. The BANK undertakes that no officials of the BANK, connected directly or indirectly with contract will demand, take a promise for or accept directly or through intermediaries any bribe, consideration gift reward favor or any material or immaterial benefit or any other advantage from the Bidders either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation contracting or implementation process related to the contract.
- 1.2. The BANK will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage that particular BIDDER in comparison to other BIDDERS.

- 1.3. All the officials of the BANK will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BANK with full and verifiable facts and the same is prima facie found to be correct by the BANK, necessary disciplinary proceedings or any other action as deemed fit, including criminal proceedings may be initiated by the BANK 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 BANK 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 BANK 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/Section 2 (77) of the Companies Act, 2013
- 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 deposit an amount Rs 40,000 (to be specified in RFP) as Earnest Money Deposit/ Security Deposit, and Tender fee of Rs 1,000/- with the BANK through any of the following instruments:
 - 5.1.1. Bank Draft or Pay Order in Favor of **Bank of Maharashtra**
 - 5.1.2. A Confirmed guarantee by an Indian Nationalized Bank, promising payment of the guaranteed sum to the BANK on demand within three working days without any demure whatsoever and without seeking any reason whatsoever. The demand for payment by the BANK shall be treated as conclusive proof of payment.
- 5.2. The Earnest Money/Security Deposit shall be valid up to a period of one year or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the BANK, including warranty period, whichever is later. Tender fee will be non-returnable once paid to the Bank.
- 5.3. In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond/performance security deposit for the said work that the provisions of Sanctions for Violation shall be applicable for forfeiture of performance Bond/performance security deposit in case of decision by the Bank to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

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

6. Sanctions for Violations:

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

- 6.1.1. To immediately call of the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
- 6.1.2. The Earnest Money Deposit (in pre-contract stage) and /or Security Deposit / Performance Bond /performance security deposit (after the contract is signed) shall stand forfeited either fully or partially, as decided by the Bank and the Bank shall not be required to assigning any reason therefore.
- 6.1.3. To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
- 6.1.4. To recover all sums already paid by the BANK, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of Bank of Maharashtra, 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 BANK 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:

7.1. 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:

8.1. The BANK has appointed Independent Monitors

i) Shri Nilmoni Bhakta

Address: A/801,PBCL CHS Ltd, Plot No.3 ,Sector 46A,nerul.navi Mumbai-400706

ii)Shri Madan Lal Sharma

Address: K/23, Jangpura Extension, New Delhi

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

8.2. 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.

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

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

8.5. 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.

8.6. 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.

8.7. 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.

8.8. 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

This pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the 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. Validity:

12.1. 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.

12.2. 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.

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

BANK

Name of the Officer:

Designation:

----- Zone

Bank of Maharashtra

(Office Seal)

Place: _____ Date: _____

Witness:

1 _____

(Name & Address) : _____

2 _____

(Name & Address) : _____