



बैंक ऑफ महाराष्ट्र  
Bank of Maharashtra  
भारत सरकार का उद्यम  
एक परिवार एक बैंक

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

**TENDER NO: AX1/CSD/PSE1/RATE CONTRACT/2024-25**

**TENDER DOCUMENT FOR**

**REQUEST FOR PROPOSAL FOR RATE CONTRACT FOR SUPPLY & INSTALLATION OF PHYSICAL SECURITY EQUIPMENT FROM OEM ( Viz : CASH SAFES, GOLD SAFES, STRONG ROOM DOORS, SAFE DEPOSIT LOCKER CABINETS, FIRE RESISTANT FILING CABINETS) AT BRANCHES/OFFICES OF BANK OF MAHARASHTRA (PAN INDIA).**

**Name of Bidder.** \_\_\_\_\_

**Address of Bidder:** \_\_\_\_\_

**Date of Issue: 17/08/2024**

**Date of Pre Bid Meeting: 02/09/2024 at 11:00 AM**

**Last date of submission: 09/09/2024 up to 12:00 PM**

**Date of Opening of Technical Bid: 09/09/2024, 3:00 PM**



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# TECHNICAL BID – VOLUME - I



### **A. NOTICE INVITING TENDER**

1. Bank of Maharashtra invites sealed tenders for Annual Rate Contract of one year for supply & installation of Physical Security Equipment at branches/offices of Bank of Maharashtra across India. The period of Rate contract may be extended for another year at the discretion of Bank in case the OEM agrees to supply the equipment at the rate contract price.
2. The OEM must have valid BIS license for the Physical Security Equipment mentioned in the tender. If the BIS License of the bidder for an applied category product expires before completion of the process, a renewed license will have to be submitted within one month to the bank failing which the bidder will be declared ineligible.
3. The tender document may be downloaded from the Bank's Website; [www.bankofmaharashtra.in/tenders](http://www.bankofmaharashtra.in/tenders) . No hard copy will be issued from the Head Office. Bidder shall submit tender fee of Rs. 5000 (Five Thousand Rupees Only) and EMD of Rs 50,000 ( Rupees Fifty Thousand Only) in the form of Demand Draft/Bankers Cheque in favour of Bank of Maharashtra payable at Pune, Maharashtra. **The same shall be enclosed with Technical Bid.**
4. **The late tenders shall be rejected including postal / courier delays.**
5. Tender dully filled-in, signed and sealed should be addressed & submitted to **Deputy General Manager, Corporate Services Department, 1501 Lokmanagal , Shivajinagar, Pune – 05 and shall be dropped in tender box kept at reception area of above mentioned address. The tender submitted at any other location apart from aforesaid tender box or submitted by courier/speed post or the same is not received within stipulated time will be rejected and will be returned back.**
6. The last date of submission of tender shall be 09/09/.2024 up to 12:00PM.
7. Pre-bid meeting is arranged on 02/09/2024 at 11:00 AM in Discussion Room, Reception Lobby, Corporate Service Dept., Lokmangal, Shivajinagar, Pune. It may be noted that no queries of any bidder shall be entertained received after the Pre-Bid Meeting. Only maximum one authorized representatives (with Identity card and authority letter) of the bidder shall be allowed to attend the Pre-Bid meeting.
8. BANK reserves the right to reject or accept any one, or reject all tenders without assigning any reasons whatsoever.
9. The tender rate against each item of work / price indicated in the schedule of quantities and rates / price should be indicated both in words and figures. The bidder should also quote the buyback rates of Safes/ Strong Room Door/ Air Ventilators irrespective of age, make and model. The buyback rates are inclusive of dismantling and removal of Equipment. In case of any discrepancy, the rates indicated in words would prevail.



10. Bidder shall have valid **BIS license for any of the Physical Security Equipment** mentioned in the tender. However, bidders shall quote the price for rate contract only for those item groups for which the bidder has a valid BIS license for all the items in a particular group.

BIS license for Air ventilators is not required however bidder shall ensure BIS standards in manufacturing.

11. All the rates quoted in the tender shall be inclusive of all transportation, handling charges etc. but exclusive of GST; and shall remain firm till the price validity period. No escalation of prices will be payable for what-so-ever reasons.
12. The Bidder 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.
13. **No additions or alterations shall be made in the Specifications, the conditions of contract and the tender by the Bidder and, if made, such tender is liable to be rejected. In case of the successful tender, any such additions and alterations made by the Bidder will be treated as null and void. Conditional tenders will be summarily rejected.**
14. The Rate Contract prices shall be valid for a period of 01 (one) year from the date of Rate Contract. The period of Rate contract may be extended for another year at the discretion of Bank in case the OEM agrees to supply the equipment at the same rate contract price.
15. The agency shall submit duly filled & signed Tender document. This tender document is not transferable.
16. The agency shall attach copy of all necessary documents for meeting pre eligibility criteria for tender. The Agency shall attach copy of agency/company RTGS details

#### 17. Stages of the process

**The process Annual Rate Contract will be completed as under.**

- a) **Technical bids will be opened at the scheduled date and time. Offers will be evaluated by a designated committee against the stipulated minimum eligibility criteria for each category of products. Offers not complying with the eligibility criteria will be rejected.**
- b) Bank at its discretion, may ask for any additional information from any /all the bidders to substantiate the submissions / claims made by the bidder(s) in their bid document.
- c) Before deciding on the finally eligible bidders under each category, Bank, at its discretion may get the manufacturing facilities of the shortlisted bidders visited by a designated committee to verify the manufacturing processes for adherence to the quality and environmental management policies.
- d) A shortlisted bidder may not finally qualify, if the committee visiting the manufacturing facility finds the quality of processes lacking and so recommends. Intimation regarding qualification / disqualification will be made to all the bidders.



e) Further price bids of the qualified bidders will be opened and Annual Rate Contract will be awarded as per process mentioned in General Terms & Conditions of this tender document.

1. This tender notice (including page no. from 01 to 73) shall form part of the contract.
2. No Negotiation: It is absolutely essential for the bidders to quote the lowest price at the time of making the offer in their own interest.
3. Validity of tender will be 90 days from the opening of tender.

4. **The tender to be submitted, as two envelopes duly sealed and super scribed as- ENVELOPE NO. 1 – Technical Bid (Volume I)**

It should contain **Notice Inviting tender**, all the sections as mentioned in the Index, DD for tender fee and EMD.

**ENVELOPE NO. 2 – Price Bid (Volume II)**

It should contain Priced Bill of Quantities for rate Contract Only. **(Tenderer shall sign and stamp all the pages of tender documents and attached 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 only in typed form. The handwritten filled commercial bid will be summarily rejected.)**

5. **PROCEDURE FOR SUBMITTING TENDERS: -**

**All tender papers should be duly signed. Both the envelopes should be super scribed with envelope no., type of bid & subject with name of work.**

**Envelope 1 (Technical bid)** will be opened first and if above said all the signed and stamped documents along with DD for tender Fee and EMD are enclosed and bidders qualify the process of technical evaluation as mentioned above then only Envelope -2 (Price Bid) will be opened. The price bids will be opened of those bidder who are technically qualified as per terms and conditions of the tender. The sealed price bid envelope will be returned back to the technically disqualified bidder.

Deputy General Manager (Civil Engineer)  
Corporate Services  
Head Office, Lokmangal  
Pune



## B. FORM OF TENDER

To  
THE DEPUTY GENERAL MANAGER  
CORPORATE SERVICES  
HEAD OFFICE  
BANK OF MAHARASHTRA

Dear Sir

### **Request for Proposal for Rate Contract for Supply & Installation of Physical Security Equipment at Branches/Offices of Bank of Maharashtra (Pan India).**

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.
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 bid/ 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 considering the work has to be executed after office hours and on holidays and Sundays.
4. I/We have deposited as Tender Fee of an amount Rs 5,000/- by D.D. No. \_\_\_\_\_ dated \_\_\_\_\_ and EMD of an amount of Rs. 50,000/- by D.D. No. \_\_\_\_\_ dated \_\_\_\_\_ 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 supply and installation of Physical Security Equipment specified in the BOQ at the location as specified by Bank within **15 Calendar days** from the date of issue of Purchase Order from respective Zonal offices / Head Office.
6. I / We further understand that the tender is for supply of Physical Security Equipment across different locations in India and agree to complete necessary supplies and installations within 15 Calendar days from date of issue of Purchase Order by Head Office/ respective zonal Offices (Pan India) of Bank of Maharashtra.
7. I / We agree to pay Government, GST 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 levies, and the rates quoted by me / us are inclusive of the same.



8. I/We agree that Bills only will be submitted as against the given work order after supply and installation of Physical Security Equipment. Also understand that the Bank will not accept part bills in any form or any advance will be paid.
9. I/ We undertake that if awarded this work, we shall complete the Supply and Installation Physical Security Equipment as per latest BIS standard and the requirement of the Bank. We will adhere to the provision of all labour and Sales Tax laws. We will indemnify the bank for any breach in this matter.
10. It is understood by me/us that the lowest or any tender will not necessarily be accepted.
11. I/ we have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]

**“MEMORANDUM”**

**Description of work:** Supply of Physical Security Equipment for Branches and Offices of Bank of Maharashtra.

Time allowed for completion: 15 Calendar days for supply and installation of Physical Security Equipment from date of placing purchase order.

Time period of rate Contract: 01 Year from the Rate Contract Agreement. Bank at its discretion may extend the period of rate contract for one year in case the OEM's agree to supply equipment at the price of rate contract.

**Signature & Stamp of Bidder**





### **C. ELIGIBILITY CRITERIA**

Basic Eligibility Criteria: The bidder should fulfill the following basic 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) Bidder shall have valid BIS license for any of the Physical Security Equipment mentioned in the tender. However, bidders shall quote the price for rate contract only for those items for which the bidder has a valid BIS license. BIS license for Air ventilators is not required however bidder shall ensure BIS standards in manufacturing. If the BIS License of the bidder for an applied category product expires before completion of the process, a renewed license will have to be submitted to the bank failing which the bidder will be declared ineligible.
- 3) Bidder should have supplied Physical Security Equipment to at least three Public Sector Banks.
- 4) The bidder should have average annual turnover of more than 360.00 lacs during the last three financial years i.e. FY 2021-22, 2022-23 & 2023-24 (Valid CA certificate to be enclosed)
- 5) The bidder should be a profitable agency & should have shown the profits in each of last three financial years i. e. FY 2021-22, 2022-23 & 2023-24 (Valid CA certificate to be enclosed)
- 6) The bidder should have successfully executed minimum single work of similar type, costing more than Rs.290.00 lacs, during last three years (Proof of the same should be submitted for having successfully completed the work/Work order along with Completion certificates)

OR

- 7) The bidder should have successfully executed minimum two works of similar type, costing more than Rs.180.00 lacs during last three years (Proof of the same should be submitted for having successfully completed the work /Work order along with Completion certificates)

OR

- 8) The bidder should have successfully executed minimum three works of similar type, costing more than Rs.145.00 lacs during last three years (Proof of the same should be submitted/ Work order along with Completion certificates).
- 9) Supply of Physical Security Equipment through rate contract can be considered as single work provided certificate for total supply amount, period of supply and the performance, from the firm with whom OEM has entered into rate contract has to be provided. Individual orders of rate contract will not be considered in such cases.
- 10) Solvency certificate to be provided by the bidder from schedule commercial bank along with technical bid for amount 1000 lakhs.



- 11) The bidder should not have been blacklisted by any PSU Bank or enterprise /Private Bank/NBFC/Cooperative Bank/Govt. department during last 05 years. A written undertaking has to be given by the bidder on their letter head.
- 12) Similar work means the scope of work shall be relevant to the supply and installation of Physical Security Equipment mentioned in the tender.
- 13) In-House manufacturing process: Manufacturing process for Safes, Vault Doors, Locker Units, Fire Resistant Filing Cabinets (FRFC) and making their locks & keys should be done in-house by the company to qualify for the rate contract of respective products. Documentary proof of the same to be submitted.
- 14) Supplier should be OEM (Original Equipment Manufacturer) of Physical Security Equipment and have adequate network to serve all branches in India.
- 15) Completion Certificate: Bidder shall submit the completion certificate for above Sr No.5/6/7 mentioning the scope of work, Final bill amount, year, duration of work etc. from the competent authority of client . No completion certificate from the branches/zonal offices and individual purchase orders are not considered. Completion certificate shall specify the total amount of supply, period of supply and satisfactory performance. No partial completion will be considered as a completion certificate for Sr. No. 5/6/7. Completion certificate shall be for the period mentioned in the work order and not for partial duration/partial supply of equipment. Bidder shall note that individual work order of offices and respective payment detail shall not be considered as a work completion.
- 16) The bidder shall satisfy both basic & specific eligibility criteria for all equipment for pre-qualification in technical bid.

**Specific Eligibility criteria for Vault Door:**

Sr. No.	Parameters	Requirements
a.	License	The Product must be Licensed by BIS
b.	Minimum period business of Vault Door manufacturing	Minimum 5 Years
c.	Vault Doors Manufacturing Capacity	The company should have manufactured not less than 30 TRTL Vault Doors in the past three years. Copies of the form 3CA & form 3CD giving quantitative details of TRTL vault doors manufactured and certified by a registered tax auditor under section 44AB of Income Tax Act 1961 and Income Tax Rule 6G(2) should be attached as proof document.



d.	Testing of Strong room door by the Bank	<p>The company should give its written consent for the Bank to test one out of every 50 doors supplied to the Bank by the company and to replace the door to be tested with a new door of the same class prior to the test free of cost of whatsoever nature.</p> <p>The company should also give its written consent to bear the cost of transporting the door to be tested from the Branch to the testing venue and bear the cost of testing charges to the testing agency.</p> <p>The burglary resistance test shall be carried out by any of the Test Houses accredited to or approved by the Bureau of Indian Standards chosen at the discretion of the Bank.</p> <p>In case any of the newly-supplied door is cut or broken successfully by burglars, testing will be carried out immediately even without waiting for achieving target of 50. If the door fails the test, Contract with the vendor will be cancelled immediately.</p>
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**Specific Eligibility criteria for Cash Safe/ Gold Safe:**

Sr. No.	Parameters	Requirements
a.	License	The Product must be licensed by BIS
b.	No. of years required in Safe manufacturing Business.	Minimum 5 years
c.	Safe Manufacturing Capacity	The company should have manufactured not less than 50 Safes in the past three years, Copies of the form 3CA & form 3CD giving quantitative details of Safes manufactured and certified by a registered tax auditor under section 44AB of Income Tax Act 1961 and Income Tax Rule 6G(2) should be attached as proof document.



d.	Testing of Safe by the Bank	<p>The company should give its written consent for the Bank to test one out of every 100 Safes supplied to the Bank by the company and to replace the Safe to be tested with a new Safe of the same class prior to the test free of cost of whatsoever nature.</p> <p>The company should also give its written consent to bear the cost of transporting the Safe to be tested from the Branch to the testing venue and bear the cost of testing charges to the testing agency.</p> <p>The burglary resistance test shall be carried out by any of the Test Houses accredited to or approved by the Bureau of Indian Standards chosen at the discretion of the Bank.</p> <p>In case any of the newly-supplied safe is cut or broken successfully by burglars, testing will be carried out immediately even without waiting for achieving target of 100. If the Safe fails the test, Contract with the vendor will be cancelled immediately.</p>
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**Specific Eligibility Criteria for Fire Resisting Filing Cabinet (FRFC):**

Sr. No.	Parameters	Requirements
a.	License	The Product must be licensed by BIS
b.	No. of years required in FRFC manufacturing business.	Minimum 5 years
c.	FRFC Manufacturing Capacity	The company should have manufactured not less than 100 FRFCs in the past three years. Copies of the form 3CA & form 3CD giving quantitative details of FRFCs manufactured and certified by a registered tax auditor under section 44AB of Income Tax Act 1961 and Income Tax Rule 6 G(2) should be attached as proof document.
d.	Testing of FRFC by the Bank	<p>The company should give its written consent for the Bank to test one out of every 100 FRFCs supplied to the Bank by the company and to replace the FRFC to be tested with a new FRFC of the same type prior to the test free of cost of whatsoever nature.</p> <p>The company should also give its written consent to bear cost of transporting the FRFC to be tested from the Branch to the testing venue and bear the cost of testing charges to the testing agency.</p> <p>The fire resistance test shall be carried out by any of the Test Houses accredited to or approved by the Bureau of Indian Standards Chosen at the discretion of the Bank.</p>



**Specific Eligibility Criteria for Safe Deposit Locker Cabinet  
(Open Type):**

Sr. No.	Parameters	Requirements
a.	License	The product must be licensed by BIS.
b.	No. of years required in SDLC manufacturing business	Minimum 5 years.
c.	SDLC Manufacturing Capacity	The company should have manufactured not less than 20 SDLCs in the past three years. Copies of the Form 3CA & Form 3CD giving quantitative details of Safes manufactured and certified by a registered Tax Auditor under Section 44AB of the Income Tax Act 1961 should be attached as proof documents.

**Specific Eligibility Criteria for Safe cum Safe Deposit Locker Cabinet:**

Sr. No.	Parameters	Requirements
a.	License	The Safe of the product must be licensed by BIS for class A.
b.	No. of years required in SDLC manufacturing business	Minimum 5 years.
c.	SDLC Manufacturing Capacity	The company should have manufactured not less than 20 SDLCs (open type) in the past three years. Copies of the Form 3CA & Form 3CD giving quantitative details of Safes manufactured and certified by a registered Tax Auditor under Section 44AB of the Income Tax Act 1961 should be attached as proof documents.

**DETAILS OF BIDDERS:**

1	Name of the Firm/ Organization	
	Registered Office	
	Office	
	Telephone No.	

	Fax No.	
	E-mail	
	Website	



	Details of Authorized Person On Behalf of the Firm				
2	Year of Establishment				
3	Status of the firm (Partnership firm / Proprietary/ LLP / Company)				
4	Name and Qualifications of Partners / Proprietor / Directors				
	Name	Designation	Qualification	CoA Regn No.	Mobile No.
5 (a)	Whether registered with the Registrar of Companies /Registrar of Firms. If so, mention number & date. (Also enclose copy of Partnership Deed / Registration / Articles and Memorandum of Association)				
(b)	If empaneled 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	
		31.03.2022			
		31.03.2023			
		31.03.2024			
	<i>Please enclose Certified copies of last 3 years Balance Sheet, Profit &amp; loss A/C &amp; IT returns.</i>				
8	Registration with Tax Authorities				
	i) Income-tax (PAN) No.				
	ii) Service tax no.				
	iii) EPF Reg. No.(if applicable)				
	iv) ESI Reg. No. (if applicable)				
	iv) GST no.				



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 Architect, executed during last 05 years / being executed now. If yes, please furnish details.	
11	Key personnel employed: (as per Performa III attached) (Detailed C.V.'s to be attached) Indicate special expertise and projects in which such techniques were employed	
12	Infrastructure of the firm viz. office space, office equipment.(as per Performa IV attached )	
13	Whether related to any staff member of Bank of Maharashtra. If yes, please elaborate.	
14	Please give reference with address and telephone no. of 2 persons for whom you have executed works of importance who may be directly contacted by the bank about the ability, competence or capability	
	Name	Address and telephone numbers
15	List of major clients	
16	Whether Empaneled in Government e Market Place (GEM Portal)	
17	BIS Certification for all Physical security equipment mentioned in the tender	
18	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.



### Declaration

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, any future contract 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.

I / We agree that the decision of Bank of Maharashtra in selection of OEM will be final and binding to me / us. All the information furnished by me hereunder is correct to the best of my knowledge and belief.

I / We agree that I / we have no objection if enquiries are made about the work listed by me / us in the accompanying sheets.

I / We agree that I / We have not applied in the name of sister concern for the subject rate contract process.

Place :

Date :

SIGNATURE

NAME & DESIGNATION

SEAL OF ORGANISATION





**PROFORMA-I: PARTICULARS OF RELEVANT PURCHASE ORDERS COMPLETED**

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

**Signature and Seal of Applicant**



**PROFORMA - II: PARTICULARS OF ORDERS IN HAND FOR CLIENTS**

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

**Signature and Seal of Applicant**



**PROFORMA -III: KEY PERSONNEL PERMANENTLY EMPLOYED**

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

**Signature and Seal of Applicant**



**PROFORMA IV: Details of Infrastructure in Office**

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

**Signature and Seal of Applicant**

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



#### **D. GENERAL TERMS AND CONDITIONS**

1. Tenderers shall sign wherever provided of and all pages of the tender documents including attached documents. **Tenders not so signed shall be liable to be rejected. The tenders shall be submitted in sealed covers to the office of The Deputy General Manager, Corporate Services Department, 1st floor, Lokmangal, Shivajinagar, Pune - 411005 on or before 09/09/2024 by 12 PM.**

2. **Tenders which do not contain the valid DD for Tender Fee & EMD or that do not fulfil any of the conditions mentioned herein shall be rejected at the discretion of the Bank.**

3. **Definitions:**

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

2. **Bidder:** OEM (Original Equipment Manufacturer) which includes its successor & assigns with valid BIS license for all Physical Security Equipment mentioned in price bid and who intends to supply physical security equipment as per the terms and conditions of this tender document and participates in the tender hereinafter referred to as “Bidder”.

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

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

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

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



- g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above

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

1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means. Explanation-
    - a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five percent of shares or capital or profits of the company;
    - b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
  2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
  3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
  4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
  5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
  6. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
4. Fluctuations in the prices of any materials or equipment or labour etc. shall not be taken into account either for compensation for damage or for extras. The validity of the tender quoted price is for One Year from the date of rate contract agreement with the Bidder and in case OEM agrees to supply at the same rate the contract period can be further extended by one year.
  5. The bidder shall have to make his own arrangements for transport of equipment, handling and installation at Bank branches at no extra cost will be paid.



6. Vendor has to submit Technical bid and Price Bid in separate envelope super-scribed with name accordingly. Two separate envelope has to be inserted in separate envelope .Price bid will be opened only after verification of EMD of Rs 50,000/- and Tender fee of Rs 5,000. If aforesaid are not submitted by the bidder then sealed price bid will be returned back.
7. All instructions regarding the execution of work shall be received from the Bank's designated representatives only. Any other instruction issued directly to the bidder by anyone else shall not be binding on the Bank.
8. The bidder entrusted with the work shall indemnify the Bank against theft, mishaps during supply and installation and injury to workmen, damage to person's property etc. He shall make good the damage at his own expense.
9. **The Bank shall have the power to omit/ alter or cancel any item of procurement without assigning any reason whatsoever and no claim for compensation for damage will be entertained for such omissions, alterations and cancellations.**
10. **Time is the essence of the work. If the work is not completed within the specified period, the vendor shall pay the Bank or the Bank shall be entitled to deduct from the money due to the said bidder the sum of 0.5% of contract value per week of delay or part thereof, subject to a maximum limit of 5% of the contract amount.**
11. In case the Bank is not satisfied with the quality of equipment supplied by bidders after supply and installation, Bank reserve the right to reject such equipment and direct the bidder to replace the same.
12. In the event of any breach due to inferior quality of the product supplied by bidder, the bidder shall be held responsible for the loss incurred by the Bank.
13. **Force Majeure:** Neither Party will be liable for any delay or failure to perform its obligations, if the delay or failure has resulted from circumstances beyond its reasonable control, including but not limited to sabotage, fire, flood, explosion, accident, epidemic, pandemic, civil commotion, strike or industrial action of any kind, riot, insurrection, war, acts of government, political instability, unavailability of communication system, breach or viruses in the process of computer hacking and computer crashes and any other occurrence of this kind listed above, which is not reasonably within the control of the affected party  
  
Each Party agrees to give to the other 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 30 consecutive days then either party may have the option to terminate the Agreement upon written notice of such termination to the other party.
14. The bidder shall clear the site of work as per the instruction of the Bank. The site of works shall be cleared of all men, material etc. belongings of the bidder. The site shall be



delivered in broom clean and neat condition immediately after the job is completed. In case of failure by the bidder, the bank shall have the right to get the site cleared at the risk and cost of the bidder.

**15. The successful bidder :**

- a. Shall not knowingly engage any person with a criminal record /conviction and shall bar any such person from participating directly or indirectly in the provision of services of this agreement.
- b. Shall at all times use all reasonable efforts to maintain discipline and good order amongst its personnel.
- c. Shall not exercise any lien on any of the assets, documents, instruments or material belonging to Bank of Maharashtra and in the custody of the service provider for any amount due or claimed to be due by the service provider from Bank of Maharashtra.
- d. Shall be responsible for all the compliances of all laws, rules, regulations and ordinances applicable in respect of its employees ,sub-contractors and agents (including but not limited to minimum wages act ,provident fund laws ,workmen's compensation act ) and shall establish and maintain all proper records including ,but not limited to ,accounting records by any law ,code ,practice or corporate policy applicable to it from time to time ,including records and returns as applicable under Labour legislations .
- e. Shall not violate any proprietary and intellectual property rights of Bank of Maharashtra or any third party including without limitation confidential relationships, patent, trade secrets, copyright and any other proprietary rights in course of providing services hereunder.
- f. The bidder shall not, without the written consent of the Bank, change the deputed representative at the site.

**16. The quoted rates shall be all inclusive and cover the cost of all materials, transportation, all types of duties, royalties, erection, construction, tools and tackles, plant and equipment, supervision, overheads, profit, all taxes including GST and any other expenditure incurred for completion of supply and installation as per drawings and specifications. Bidder to provide supply, installation and service of physical security equipment at any location (Pan India) specified by Bank.**

17. Material & Sample: Material to be new. The whole of the materials / fittings/ equipment employed in connection with the permanent work shall be new and of the best quality and description of their respective kinds and to the approval of the Bank. The Bidder shall be responsible to ensure that the material used is suited to the specific conditions including the climatic and environmental conditions prevailing at the site.

18. All proprietary material shall be of approved make and the type and of BIS Standard.

19. Inspection and testing of materials: The Bank shall be kept informed as to the progress of all works being carried out or materials being manufactured, prepared or supplied, the bill from the bidder shall not be entertained under any circumstances without full completion of all the items of works. Any work found defective or wrongly carried out and instructed by the Bank to be rectified or replaced, shall be rectified / replaced prior to submission of





the bill. It is to be expressly noted that no bill will be held valid in the event of non-rectification of the defective or wrongly carried out items and completion date shall not on this account be extended.

20. In the event of work being executed on holidays and during or beyond the normal office working hours which might be required for the completion of the work within the stipulated time, utmost care to be taken not to disturb the normal working of the office, neighboring offices if such a situation exists and it will be bidders responsibility to ensure that work is carried without inviting any complaints from the neighbor.
21. The bidder shall acquaint himself with the number of zones and respective branches of Bank of Maharashtra, Pan India and their competency to supply & install Physical Security Equipment, Local traffic regulations, local authority regulations, availability of materials, labour tax structure etc. and quote rates accordingly. No extra charges/increase in rates shall be allowed on account of any of these or any other accounts.
22. The bidder shall post a competent supervisor for installation of equipment on the site.
23. The order will be placed based on Bank's requirement. The requirement may vary and it will be as per discretion of Bank.
24. The bidder and/or his authorized representative will attend all the meetings whenever called for and the decision taken in the meeting will be binding on the bidder.
25. The bidder shall extend all necessary help to the agencies of associated works and works to be carried out by the bank agencies; in such a manner that they can carry out their works smoothly and the whole finished work must appear absolutely integrated. Nothing extra shall be paid on this account whatsoever.
26. The rates shall be entered in figures as well as in words.
27. **The payment shall be made only on successful delivery and installation of Physical security equipment and no advance against purchase order will be paid.**
28. When the works are complete in all respects, the bidder shall intimate in writing to the Bank to enable the Bank to take the possession of the same. The work shall not be considered virtually complete until the Bank and vendor jointly inspect the work and certify in writing that the same has been completed.
29. All quantities mentioned in the BOQ are for Single unit and bidder will not claim any damages for increase/ decrease in profit on account of variation of orders placed throughout the year as per rate contract.
30. In case any difference or discrepancy between the specifications / drawings and the description in the schedule of quantities, the schedule of quantities shall take precedence.
31. Any special service installations included in the scope of the Work, shall only be carried out by technically competent person holding valid licenses. The bidder shall not without the written consent of Bank assign the agreement or sublet any portion of works.



32. The Bank and the bidder 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, 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 agree 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. The expenses will be borne by the parties in equal proportion.

### 33. Finalization of rates for Rate Contract

**Bidder has to quote their competitive rates for the items in price bid which is item group wise. However there will be L1 for each Item Group based on the total amount of the respective group. Rate contract will be made with L1 bidder of respective group only. It may be possible that a bidder be L1 for more than one item group. In such cases rate contract will be done accordingly.**

**H1 rates of all items in schedule of credit will form final rates of buyback. For rate contract with the bidder/bidders will be based on their willingness to match the H1 rates for Buyback wherever applicable.**

34. In case of Bidder informs in writing about inability to deliver for particular order at a particular location or fails to deliver as per timelines and as per conditions of rate contract apart from force majeure or any other reasons which is not justifiable to the Bank , in any two orders placed by Bank during contract period, the rate contract with the bidder may be suspended and Bidder may be blacklisted as per said clause of this tender document, at the Bank's discretion and in such cases rate contract will be executed with L2 bidder of respective group as per the terms and conditions of this tender document, provided the L2 bidder agrees to match the L1 rate for supply and installation of physical security equipment at any location and interested bidders may submit certificate accordingly along with technical bid.



**35. Authorized supplier:**

OEM's on receiving order can authorize their dealers to execute the supply and installation of Physical security equipment on behalf of them and provide services during guarantee/warranty period. However, whole responsibility of the work shall be of OEM. OEM shall provide Zone wise details of authorized suppliers and Maintenance Personnel to Bank upon receiving the order and shall keep Bank informed of changes in the authorized dealers if any thereafter.

36. Bidder shall inform Bank if the invoices are raised by authorized dealer in case of tie up between OEM and Authorized dealer. In such case OEM has to submit a letter authorizing dealer to raise invoices for the orders placed by Bank.

37. Bidder shall provide consent for third party audit of documents pertaining to the Orders placed by Bank, if Bank deems necessary.

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

39. Bidder shall attend the service calls during the warranty period based on below time lines from the time of raising service request.

- a. Metro Centers and State Capitals – within 24 Working Hours.
- b. Urban and Semi Urban – within 48 Working Hours
- c. Rural, Remote Areas and North East states of India – within 72 Working Hours.

In case of failure to meet the above time lines on two consecutive instances, the contract of the bidder may be suspended for a period of 6 months.

In case Bidder informs in writing about inability to deliver for particular order, the order will be passed on rotational basis to next vendor with whom Bank has entered in to rate contract. However incase bidder expresses inability for consecutive two times, the contract of the bidder may be suspended for a period of 06 months.

40. **Price basis:** The prices quoted for equipment/ materials & services should be on site delivered basis, that is, inclusive of basic price, packing & forwarding charges, local labour charges, central excise duty, import duties, countervailing excise duty, unloading charges, any other Govt. taxes, GST, levies & duties, for supply of equipment/ materials.

**41. Guarantee/ warranty:**

The bidder/ manufacturer must guarantee the equipment/ materials/ supplied against faulty design/ material/ components/ workmanship giving rise to replacements. The said shall be error free and shall guaranteed against faulty material and workmanship for warranty period of 3 years. During Guarantee/ warranty period, the defects in the said material/item shall be repaired/replaced by the bidder at no cost or expense to Bank.

The guarantee should be valid for a period of three years for equipment and materials from the date of handing over, irrespective of the date of deliveries.



Failure to make-up the deficiency for during the guarantee period shall automatically attract invocation of the Bank Guarantee/or retention money.

In the case of failure of the successful bidder to make-up any breakdown within above period, the bank shall be free to get same done through other agencies, and the cost shall be debited to the original manufacturer, to be recovered from the amount of Bank Guarantee/retention money.

**42. Insurance of work:**

The Vendor shall insure, before the date specified for commencement of the execution of the Works on the site and without limiting its obligations and responsibilities, against all loss or damages from whatever cause arising and in such manner that they are covered during the period of manufacturing of equipment up to the date of handing over to the Bank.

**43. Insurance against accident/ death etc. To workmen:**

Before commencing the execution of the Works on the Site, the Vendor shall insure at its expense, against any damages or compensation to its workmen for injury or death and shall continue such insurance during the whole of the time that any persons are employed by it on the Works and shall produce to the Bank such policy of insurance and the receipt for payment of the current premium. Provided always that in respect of any persons employed by any supplier, the vendor's obligation to insure as aforesaid under this Clause shall be satisfied if the supplier shall have insured against the liability in respect of such persons in such manner that Bank is indemnified under the policy, but the vendor shall ensure that such supplier shall produce to the Bank, when required, such policy or insurance and the receipt for payment of the current premium. **All insurance policies shall include a waiver of subrogation in favour of the Bank of Maharashtra.**

**44. Limitation of Liability :**

Bidder's aggregate liability in connection with obligations undertaken as a part of the RFP regardless of the form or nature of the action giving rise to such liability (whether in contract, tort or otherwise), shall be at actual and limited to the work order/contract.

Bidder's liability in case of claims against the Bank resulting from Willful Misconduct or Gross Negligence of vendor, its employees and Subcontractors or from infringement of patents, trademarks, copyrights or such other Intellectual Property Rights or breach of confidentiality obligations shall be unlimited.

1."Wilful Misconduct" means any act or omission of a party which is willfully intended to harm the interests of the other party, provided however, that willful misconduct does not include ordinary negligence, an error of judgment or mistake of a person.

2."Gross Negligence" means an indifference to, and a blatant violation of a legal duty with respect to the rights of the others, being a conscious and voluntary disregard of the need to use reasonable care, which is likely to cause foreseeable grave injury or harm to persons, property, or both. Gross negligence involves conduct that is extreme, when



compared with ordinary negligence. A mere failure to exercise reasonable care shall not be a Gross negligence.

Bank shall not be held liable for and is absolved of any responsibility or claim / litigation arising out of the use of any third party software or products supplied by vendor as part of procurement under the RFP.

Under no circumstances Bank of Maharashtra shall be liable to the selected vendor for direct, indirect, incidental, consequential, special or exemplary damages arising from termination of this Agreement, even if Bank of Maharashtra has been advised of the possibility of such damages, such as, but not limited to, loss of revenue or anticipated profits or lost business.

It is expressly agreed between the Parties that for any event giving rise to a claim, Bank shall have the right to make a claim (including claims for indemnification under the procurement in this RFP) against vendor.

#### 45. Vendor's liability and insurance:

From commencement to completion of works, the vendor shall take full responsibility for the care of the work and for taking precautions to prevent loss or damage to the work to the maximum extent possible and shall be liable for any damage or loss that may arise to the works or any part thereof from any cause whatsoever including causes of lighting, explosion, earthquake, storm, hurricane, floods, inundation, subsidence, landslides, rock slides, riots (excluding civil war, rebellion, revolution and insurrection) or any latent defect and shall at his own cost repair and make good the same so that at all times the work shall be in good order and condition and in conformity in every respect with the requirements of the Contract.

**Without limiting the obligations and responsibilities under this condition, the vendor shall insure and keep insured the works from commencement to completion, as aforesaid, as increased by 25% of the contract value against the risk of loss or damage from any cause whatsoever including the causes enumerated in the foregoing Clause.**

In the event of there being a variation in the nature and extent of the works, the vendor shall from time to time increase or decrease the value of the insurance correspondingly. All the premium shall be borne and paid by the vendor. The said insurance shall also provide for the removal of debris of the lost or damaged works. The said insurance shall be in the joint name of the Bank and the Vendor.

All money payable by the insurer under such Policy/ Policies shall be recovered by the Bank only and shall be paid to the Vendor or any other agency of Employer's choice in the instalments for the purpose of rebuilding or replacing or repairing the works and/or goods destroyed or damaged as the case may be. The Vendor shall also take similar insurance policy to cover suppliers working at site, which will be appointed subsequently by Employer for their work for which reimbursement will be made to main bidder on actual plus 15% for coordination charges. The sub-bidders will take their own policy for workmen compensation.



The Vendor shall at all times indemnify and keep indemnified the Employer against all losses, claims, damages or compensation under the provisions of the payment of the Wages Act 1936, Minimum Wages Act 1948, Employer's Liability Act 1938, Workman's Compensation Act 1923, the Maternity Benefit Act 1961, the Bombay Shops and Establishments Act 1947, Industrial Disputes Act 1947, and Contract Labour (Regulation and Abolition) Act 1970 and Employees State Insurance Act 1948 or any modification thereof or any other law relating thereto and rules made there under from time to time or as a consequence of any accident or injury to any workman or other person in or about the work whether in the employment of the Employer or Vendor or not, and also against all costs, charges and expenses of any suit, action or proceedings whatsoever out of such accident or injury or combination of any such claims.

Before commencing the work, the Vendor shall without limiting his obligations and responsibilities under this condition, insure against any loss of life or injury to any personnel in the employment of Vendor/ nominated Supplier. For this purpose, insurance shall be taken by the Bidder. Such insurance shall be taken to include both employees/workmen covered by the Workman's Compensation Act 1923, as well those employees/ workmen not covered by the said Act. All the premium shall be paid by the Vendor. The policy in original shall be deposited with the Employer.

The Vendor shall at all times indemnify and keep indemnified the Bank against all losses and claims for injuries or damage to any person or any property whatsoever which may arise out of or in consequence of the construction and maintenance of the work and against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect of or in relation thereto.

Before commencing the execution of the works, the Vendor shall without in any way limiting his obligations and liabilities under this condition, insure at his cost and expense against any damage or loss or injury which maybe caused to any person or property including the Employee or servants of the Employer and the Consultants and their property by or in the course of the execution of the works. Such insurance to be known as the Third Party Insurance shall be in a sum equivalent to two percent of the estimated value of the work, subject to the minimum sum of Rupees Ten Lakhs. The Insurance policy to be so obtained by the Vendor shall be deposited by the Vendor with the Employer within seven days of its issue by the insurer.

The Vendor shall provide the Bank with documentary evidence from time to time, that he has taken all the insurance policies mentioned in the foregoing paragraphs and that he has paid the necessary premium for keeping the policies valid till the workers are completed and handed over to Employer.

All insurance to be effected by the Vendor, and/or his or nominated Suppliers, if any, shall be taken only with the insurance Company to be approved by the Bank.

In the event of any claim for insurance becoming due on account of any eventuality covered by the respective insurance policy/policies, the Vendor shall reinstate the installation, replace the materials or equipment or pay compensations to the affected personnel/Employees without waiting for settlement of the claim from insurance company.



**46. Reporting of accidents to labour:**

The Bidder shall be responsible for the safety of persons employed by him on the works and shall report serious accidents to any of them, however and wherever occurring on the works, to the Employer and Owner who shall make every arrangement to render all possible assistance. This shall be without prejudice to the responsibility of the Bidder under the Insurance Clause of the General Conditions.

**47. Corrupt and fraudulent practices :** As per Central Vigilance Commission (CVC) directives, it is required that Bidders / Suppliers / Contractors observe the highest standard of ethics during the procurement and execution of such contracts in pursuance of this policy:

“Corrupt Practice” means the offering, giving, receiving or soliciting of anything of values 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 the execution of contract to the detriment of the 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 Bank 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.

**48. Violation of terms:**

The Bank clarifies that the Bank shall be entitled to an injunction, restraining order, right for recovery, suit for specific performance or such other equitable relief as a court of competent jurisdiction may deem necessary or appropriate to restrain the bidder from committing any violation or enforce the performance of the covenants, obligations and representations contained in this RFP document. These injunctive remedies are cumulative and are in addition to any other rights and remedies the Bank may have at law or in equity, including without limitation a right for recovery of any amounts and related costs and a right for damages.

**49. Termination:**

1. Either party shall be entitled to terminate the agreement with the bidder at any time giving thirty (30) days prior written notice to the other part.



2. The Bank shall be entitled to terminate the agreement at any time by giving at least 15 days' notice if:
  - a. The Service Provider breaches its obligations under this agreement and if the breach is not cured within 15 days from the date of notice.
  - b. If bidder fails to deliver the orders to branches as per specified timelines on more than 5 orders.
  - c. The service provider (i) has a winding up order made against it; or (ii) has a receiver appointed over all or substantial assets; or (iii) is or becomes unable to pay its debts as they become due; or (iv) enters into any agreement or composition with or for the benefit of its creditors; or (v) passes a resolution for its voluntary winding up or dissolution or if it is dissolved.
  - d. Force Majeure incident continues more than 30 days.

**50. Spare parts:**

Bidder will make the spare parts of equipment available during the warranty period. Thereafter, bidder will give at least twelve months' notice prior to completion of warranty period, so that Bank of Maharashtra may order its requirements of the spares, if it so desires.

**51. Publicity:**

Any publicity by the bidder in which the name of Bank of Maharashtra is to be used should be done only with the explicit written permission of Bank of Maharashtra.

**52. 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.

**53. Adoption of Integrity Pact :**

- I. The Pact essentially envisages an agreement between the prospective bidders and the Bank, committing the persons/officials of both sides, not to resort to any corrupt practices in any aspect/stage of the contract.
- II. Only those bidders, who commit themselves to the above pact with the Bank, shall be Considered eligible for participate in the bidding process.
- III. The Bidders shall submit signed integrity pact as per Appendix – “F” along with Conformity to Eligibility Criteria. Those Bids which are not containing the above are liable for rejection.
- IV. Foreign Bidders to disclose the name and address of agents and representatives in India and Indian Bidders to disclose their foreign principles or associates
- V. Bidders to disclose the payments to be made by them to agents/brokers or any other intermediary. Bidders to disclose any transgressions with any other company that may impinge on the anti-corruption principle.





VI. Integrity Pact in respect this contract would be operative from the stage of invitation of the Bids till the final completion of the contract. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.

VII. The Integrity Pact Agreement submitted by the bidder during the Bid submission will automatically form the part of the Contract Agreement till the conclusion of the contract i.e. the final payment or the duration of the Warranty/Guarantee/AMC if contracted whichever is later.

VIII. Integrity Pact, in respect of a particular contract would be operative stage of invitation of bids till the final completion of the contract. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.

IX. Bidder shall indemnify, protect and save Bank of Maharashtra against all claims, losses, costs, damages, expenses, action suits and other proceedings, resulting from infringement of any patent, trademarks, copyrights etc. or such other statutory infringements in respect of all CCTV hardware /software/network equipment etc. supplied by him.

#### 54. 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 not 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 nay law for the time being in force, the Parties undertake to, at all times observe and be bound by the spirit of this RFP.

#### 55. 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.

#### 56. Blacklisting of Contractor/Bidder :

i. During Bidding Process :

Bidder has to provide genuine and correct information while filling tender document. Any document which are attached with this tender shall be genuine and shall be self-attested. If during scrutiny of Bids or during due diligence any incorrect/ wrong/ fake /forged / spurious document or information is found then Bank will put the respective Bidder in Blacklist. The information of the same will be submitted to IBA and other agencies. The Bidder will be barred from any participation of tender process in the Bank.

ii. After Award of Work :

If any information/document submitted by the successful bidder is found incorrect/ wrong/ fake /forged / spurious/ fails to supply assigned any 02 orders during contract period, then Bank shall terminate the contract and Blacklist the Bidder.

Also, if vendor fails to comply with the terms and conditions of the tender and fails to deliver the product as per turnaround time (TAT) on more than 03 orders, then Bank shall terminate the contract and debar the bidder from further tender process of Bank for 02 Years.

The information of the same will be submitted to IBA and other agencies. The Bidder will be barred from any participation of tender process in the Bank. Further Bank will forfeit the Performance Security Deposit. All the action in the aforesaid matter will be at the discretion of Bank.

Testing:

The bank, at its discretion, can test one of the supplied Cash Safe, Gold Safe, or Locker Cabinet at a Test House or Laboratory accredited or approved by the Bureau of Indian Standards. If the aforesaid physical security item fails the test, the bank shall instruct the vendor to replace all such supplied items (of the respective category of physical security item) within the last three years to the bank with new ones free of cost. If the vendor fails to do so, the bank will blacklist the vendor for two years with immediate effect.

**Date:**

**Signature of Tenderer,**



**E. Technical Specifications of Physical Security Equipment:**

**A. Strong Room Door:**

1. Only BIS certified (labeled) Strong Room Doors of class „B”, „A, & „AA” as per BIS specifications given in IS 11188(Part 1):2014 shall be procured by the Bank.
2. The class-wise minimum dimensions and other technical specifications for the Strong Room doors should be as follows:

**(All dimensions in millimeters)**

Sr. No.	Particulars		Strong Room Main Doors			Emergency doors		
			Class 'B'	Class 'A'	Class 'AA'	Class 'B'	Class 'A'	Class 'AA'
a)	Door Types							
b)	Overall Dimension of Strong Room (Vault) doors	Height H	2300	2350	2350	1200	1200	1200
		Max Min	2100	2100	2100	900	900	900
		Width W	1400	1450	1450	1250	1250	1250
		Max Min	1250	1250	1250	1100	1100	1100
c)	Inside Dimension of or Clear opening when door shutters are swung open at 180°	Height H Min	1950	1950	1950	600	600	600
		Width W Min	900	900	900	750	750	750
d)	Number of locks		2	2	2	2	2	2
e)	No. of shooting bolts on hinge side	Min	6	6	6	3	3	3
f)	No. of shooting bolts on opposite side	Min	6	6	6	3	3	3
g)	No. of shooting bolts on top	Min	-	2	2	-	-	-
h)	No. of shooting bolts at bottom	Min	-	2	2	-	-	-
i)	Diameter of shooting bolts	Min	38	50	50	38	50	50
J)	Depth of engagement of shooting bolts	Min	15	15	15	15	15	15

3. A ventilating grill gate should be hinged to the Strong Room door frame to open inward. The ventilating grill gate should be made of mild steel angles, plates or channels with mild steel rods welded in a rigid frame. An unpick able dual control locking device capable of being operated from both the sides of the door shall be fitted on the grill gate.
4. The shooting bolt mechanism of the Strong Room door shall be controlled by two high precision dual-control un pickable special-key lock of minimum of 8 levers and as per BIS Standards for Class 'A' door and Class "B" doors.. The

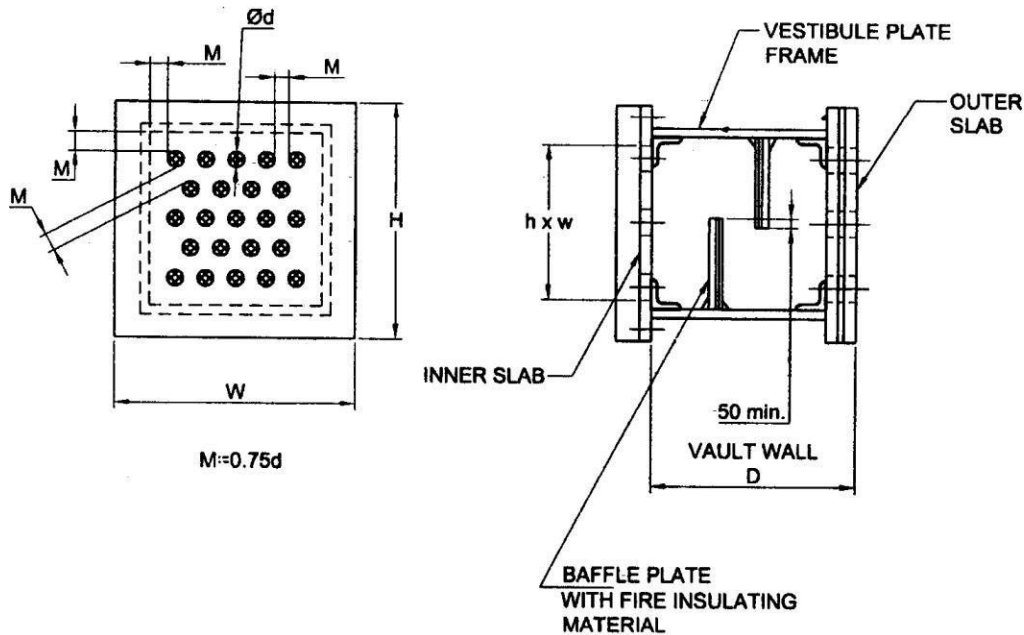


locks should be provided with stainless steel keys in duplicate. The keys should be double bitted in case of class 'A' doors and single or double bitted in case of class 'B' doors.

5. For doors of Class 'A' & Class 'AA' the locking mechanism, shooting bolt mechanism and the construction of the strong room door shall be such as to facilitate providing and fixing a time lock at any later date.
6. Time lock shall be of SMG or equivalent make with two movement including override.
7. **The Strong Room doors should have been certified by the Bureau of Indian Standards (BIS) as Class 'B' or Class 'A' or Class 'A', the strong room doors shall bear a metallic BIS Label, which inter alia should contain the following information:**

- Manufacturer's/ Brand Name
- Class & Rating of Strong Room (Vault)  
Door, i.e., Class 'B'; TRTL 30 - FR30 or  
Class 'A'; TRTL 60
- Serial Number of the door
- Year of manufacturing of Strong Room door
- The 'ISI' mark of BIS (along with the Standards No., i.e., IS 11188)
- The CML, Number allotted by the BIS to the Manufacturer.

#### TECHNICAL SPECIFICATIONS FOR AIR VENTILATORS



All dimensions in millimetres.

1. Only BIS certified (labeled) Air Ventilator of class „B”, „A, & „AA” as per BIS specifications given in IS 14387: 2005 will be procured by the Bank.
2. The class-wise minimum dimensions and other technical specifications for the Air Ventilator should be as follows:



**All dimensions in millimeters**

Sr. No.	Particulars	Strong Room Air Ventilator			
		Class 'B'	Class 'A'	Class 'AA'	
1)	Vault/ Strong Room class				
2)	Overall dimensions of Air Ventilator	Height H Min	410	410	410
		Width W Min	410	410	410
		Depth D Min	300	450	600
3)	Inside Dimension of Air Ventilator	Height h Min	300 + 25		
		Width w Min	300 + 25		
4)	Thickness of outer slab	–	22	40	50
5)	Thickness of oxyacetylene torch resisting material in outer slab	Min	5	30	40
6)	Thickness of inner slab/ plate	Min	10	40	50
7)	Thickness of torch and drill resisting (TDR) matrix in inner slab	–	–	30	40
8)	Thickness of vestibule frame	Min	5		
9)	Thickness of fire insulating material	–	5		
10)	Burglary resistance	Min	20	45	90

**B. CASH/GOLD SAFE**

1. Only BIS-certified (labeled) Safes of either Class 'BB' or Class 'A' as per BIS specifications given in IS 550 (Part 1):2014 will be procured by the Bank. The Safes should bear a metallic BIS Label, which, inter alia, should contain the following information:

- Manufacturers Name.
- Class & Rating of Safe i.e., Class 'BB'; TRTL 15x6 or Class 'A'; TRTL 30x6 or Class „AA“; TRTL 60x6.
- Year of manufacturing of Safe & Serial Number of the Safe.



- d) The ISI mark of BIS (along with the Standards No., i.e., IS 550 (Part 1): 2014&2003.
- e) The CML Number allotted by the BIS to the Manufacturer.

2. The Safes (Class „BB’, „A” & „AA”) should conform to the following minimum specifications:

- a) Size of Safe: The internal vertical height should not be less than 1340 mm and the internal volume (i.e., height x width x depth) should not be less than 336 liters.
- b) Shooting Bolts: For better security against brutal attack on the Safe, irrespective of its class, the Safe should have at least four shooting bolts on the hinge side, four bolts on the side opposite to hinge side and two bolts each on top and bottom sides. Only on the hinge side of the door, instead of four shooting bolts a single continuous bolt of sliding or fixed nature making engagement into the body for at least two-third of the internal height is also acceptable.
- c) Key Locks: For Class „BB’, „A” & „AA” Safes, the Safe door should have at least two key locks and both the key locks should be of dual-control type. The main lock shall have minimum of 8 levers. No two locks shall have the same combination.
- d) Keys: Each lock shall be provided with duplicates of main and auxiliary keys.
- e) The keys shall be mutually non-interchangeable i.e no lock shall open by other than its own specific keys.
- f) Automatic Relocking Device: An automatic relocking device one for each key lock shall be fitted in the door which being always on guard shall come into operation if a lock is dislodged by explosives or any other means.

### C. SAFE DEPOSIT LOCKER CABINETS (OPEN TYPE)

- . Only BIS certified (labeled) Safe Deposit Locker Cabinets (SDLCs) as per **IS 5244: 2014** of the following types and specifications shall be procured by the Bank:-

- a) Type 1 - Containing 75 lockers
- b) Type 1A - Containing 90 lockers
- c) Type 2 - Containing 52 lockers
- d) Type 2A - Containing 51 lockers
- e) Type 3 - Containing 32 lockers

#### Safe Deposit Locker Cabinet Type 1 (75 Lockers)

Lockers		Minimum Inside Measurements (mm)		
Size	No.	High	Wide	Deep



A	66	115	149	470
2A	6	115	329	470
4A	3	266	329	470

Cabinet Size: 2000 mm high x1100 mm wide x 575 mm deep (outside) with Tolerance: + 25 mm.

**Safe Deposit Locker Cabinet Type 1A (90 Lockers)**

Lockers		Minimum Inside Measurements (mm)		
Size	No	High	Wide	Deep
A	90	115	149	470

Cabinet Size: 2000 mm high x1100 mm wide x 575 mm deep (outside) with Tolerance: + 25 mm.

**Safe Deposit Locker Cabinet Type 2 (52 Lockers)**

Lockers		Minimum Inside Measurements (mm)		
Size	No	High	Wide	Deep
B	48	148	184	470
2B	2	148	401	470
4B	2	314	401	470
2B1	1	314	184	470

Cabinet Size: 2000 mm high x1100 mm wide x 575 mm deep (outside) with Tolerance: + 25 mm.

**Safe Deposit Locker Cabinet Type 2A (51 Lockers)**

Lockers		Minimum Inside Measurements (mm)		
Size	No	High	Wide	Deep
B	46	148	184	470
2B	2	148	401	470
4B	2	314	401	470

Cabinet Size: 2000 mm high x1100 mm wide x 575 mm deep (outside) with Tolerance: + 25 mm.



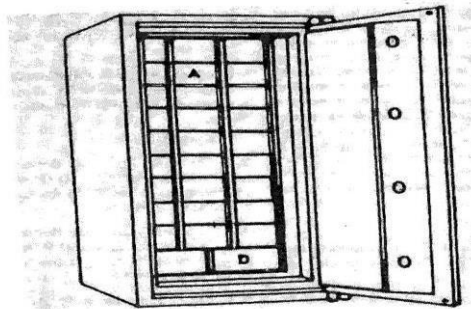
### Safe Deposit Locker Cabinet Type 3 (32 Lockers)

Lockers		Minimum Inside Measurements (mm)		
Size	No	High	Wide	Deep
D	28	178	238	470
2D	2	178	506	470
4D	2	394	506	470

Cabinet Size: 2000 mm high x1100 mm wide x 575 mm deep (outside) with Tolerance: + 25 mm.

- Lockers shall be secured with first class unpick able dual control key-lock. They shall be self-locking so that custodian does not have to re-lock the locker with his (custodian's) key after the lessee has locked it.
- The mechanism of the lock shall be such that the lessee shall not be able to withdraw his key unless the locker has been re-locked fully. Once the lessee has locked the locker, the same cannot be opened unless the custodian turns in his key to take off his control.
- No key of one lock shall apply to any other lock except its own. The lessee's as well as the custodian's keys shall be made of stainless steel.
- The lock and shutter arrangement shall be such that the lever of the lock projecting into locker or the locker hole as the case may be, shall have sufficient protection against tampering with crow bar or other hand tools.
- The SDLCs shall bear a metallic BIS label bearing BIS Standard Mark with IS Standard Number, Manufacturer's name/trade mark, Type of the Locker Cabinet, year of manufacture, Serial Number of the SDLC, CML Number allotted by BIS to the manufacturer.

#### D. SAFE-CUM-SAFE DEPOSIT LOCKER CABINET



- Only Safe-cum-Safe Deposit Locker Cabinets with BIS certified (labeled) Safe body of class „A“/ „AA“ as per **IS 550 (Part 1):2014** and with following specification for the safe body and the safe deposit lockers inside, shall be procured by the Bank:





**Safe-cum-Safe Deposit Lockers having 29 lockers**

Safe Size Minimum	Lockers		Minimum internal dimensions of Lockers (In mm)		
	Size	No. of Lockers	Height	Width	Depth
1340	A	27	115	149	345
	D	2	178	238	345

**Safe-cum-Safe Deposit Lockers having 56 lockers**

Safe Size Minimum	Lockers		Minimum internal dimensions of Lockers (In mm)		
	Size	No. of Lockers	Height	Width	Depth
1860	A	56	115	149	492

**Safe-cum-Safe Deposit Lockers having 46 lockers**

Safe Size Minimum	Lockers		Minimum internal dimensions of Lockers (In mm)		
	Size	No. of Lockers	Height	Width	Depth
1860	A	40	115	149	492
	2A	4	115	329	492
	4A	2	266	329	492

**Safe-cum-Safe Deposit Lockers having 36 lockers**

Safe Size Minimum	Lockers		Minimum internal dimensions of Lockers (In mm)		
	Size	No. of Lockers	Height	Width	Depth
1860	A	24	115	149	492
	2A	8	115	329	492
	4A"	2	266	329	492
	4A	2	253	329	492

- The Safe body shall be of **Class "A"/ Class "AA" as per IS 550 (Part 1):2014** and shall conform to the following minimum standards:-

- Shooting Bolts: For better security against brutal attack on the Safe body, the Safe body should have at least four shooting bolts on the hinge side, four bolts on the side opposite to hinge side and two bolts each on top and bottom sides. Only on the hinge side of the door, instead of four shooting bolts a single continuous bolt of sliding or fixed nature making engagement into the body for at least two third of the internal height is also acceptable.



2. Key Locks: The Safe door should have at least two key locks and both the key locks should be of dual-control type. The main lock shall have minimum of 8 levers. No two locks shall have the same combination.
- a. Keys: Each lock shall be provided with duplicates of main and auxiliary keys. The keys shall be mutually non-interchangeable i.e., no lock shall open by other than its own specific keys.
- b. Automatic Relocking Device: An automatic relocking device one for each key lock shall be fitted in the door which being always on guard shall come into operation if a lock is dislodged by explosives or any other means.
- c. The safe body shall bear a metallic label fixed on the inner face of Safecum-Safe Deposit Locker's door indicating Manufacturer's Name, Class & Rating of Safe body i.e., **Class „A“; TRTL 30x6/ Class „AA“, TRTL 60x6 year of manufacturing, ISI mark with the standards number i.e. i.e., IS 550 (Part 1): 2014, Serial number of the Safe body and the CML Number allotted by the BIS to the Manufacturer.**

#### E. FIRE RESISTING FILING CABINETS (FRFCs)

- Only BIS certified (labeled) Fire Resistant Filing cabinets (FRFCs) as per specifications given in IS 14561:2014 shall be procured by the Bank.
- The FRFC shall be of standard vertical type with four drawers having fire resisting rating of not less than 120 minutes or more and manufactured as per **BIS Standards IS 14561:2014.**
- The standard four-drawer FRFC shall have its dimensions not less than those stipulated below:-

(In millimeters)

Description (min.)	Over-all Dimensions	Internal Usable Space of Drawers
Height	1600	250
Width	550	400
Depth	825	650

- The base of the bottom drawer should be at least 60 mm above floor level and the over-all height of the FRFC, i.e., 1600 millimeters is inclusive of the pedestal.
- Each drawer of the cabinet should be removable, but should be fitted with a latch/positive stop to prevent inadvertent withdrawal and rebound. Such latch shall be lifted/unlocked by the pull of the handle or any other mechanism.
- Each drawer should have a handle made of non-corrosive material fixed in the front face of the drawer or with a built-in pulling mechanism.
- The drawers should not have sharp corners or edges so as to avoid injury or damage to clothing.
- The top drawer should be provided with dual control key lock having not less than six levers or pin cylinder lock having not less than six pins and with duplicate keys of stainless steel/brass. The locking mechanism should be such that when the top drawer is pushed in fully it actuates the locking mechanism to lock all other drawers simultaneously when they are in pushed-in position. At the time of locking the cabinet, if one of the drawers



is not fully pushed-in, that drawer should remain unlocked and can be used; as soon as that drawer is pushed in fully, it should get locked automatically without further operation of the key by the user. Besides, isolation mechanism should also be provided to permit independent locking / use of other drawers. Such isolation mechanism provided on drawers should be manually operated.

- The keys should bear an identification number, which should not be the same as the serial number of the cabinet.
- The FRFC shall bear a metallic label fixed on inside surface of the top drawer of the cabinet such a way that it is visible when it is opened. The label should indicate Manufacturer's name or trade mark, Classification of the cabinet, year of manufacture, Serial number of the FRFC, CML number allotted by BIS to the manufacturer and ISI mark **i.e., IS 14561.**

Bank of Maharashtra is looking for well-proven branded products, which is volume produced and are used by a large number of banks in India. All products quoted should be associated with specific model numbers and names and with printed literature describing configuration and functionality. Any deviations from the printed specifications should be clearly identified in a separate Annexure titled 'Deviations' which must be supplied by the bidder along with the offer document. Bank reserves the right to reject the bids in case of deviations.



## F. Non-Disclosure Agreement:

This Confidentiality cum Non-disclosure Agreement is entered into at \_\_\_\_\_ on this day \_\_\_\_\_ of \_\_\_\_\_ 20\_\_\_\_, between \_\_\_\_\_ a company within the meaning of Companies Act, 1956/the Companies Act, 2013 having its Registered Office

\_\_\_\_\_ and Bank of Maharashtra, a body corporate constituted under Banking Companies (Acquisition and transfer of undertakings) Act 1970, & having its Head Office at 1501, 'Lokmangal' Shivajinagar, Pune – 411005, (hereinafter referred to as "Beneficiary Bank" which expression shall unless it be repugnant to the subject thereof, include its successors and assigns).

\_\_\_\_\_ and Bank shall herein after jointly be referred to as "Parties" and individually as a "Party".

\_\_\_\_\_ and BOM would be having discussions and negotiations concerning the establishment during continuance of a business relationship between them as per Agreement dated \_\_\_\_\_ (hereinafter referred to as 'Agreement'). In the course of such discussions and negotiations, it is anticipated that either party may disclose or deliver to the other party certain of its trade secrets or confidential or proprietary information for the purpose of enabling the other party to evaluate the feasibility of such a business relationship. The parties have entered into this Agreement, in order to assure the confidentiality of such trade secrets and confidential and proprietary information in accordance with the terms of this Agreement. As used in this Agreement, the party disclosing Proprietary Information (as defined below) is referred to as the 'Disclosing Party' and will include its affiliates and subsidiaries, the party receiving such Proprietary Information is referred to as the 'Recipient', and will include its affiliates and subsidiaries.

Now this Agreement witnessed:

### 1 **Proprietary Information:**

As used in this Agreement, the term 'Proprietary Information' shall mean all trade secrets or confidential or Proprietary Information designated as such in writing by the Disclosing Party, whether by letter or by the use of an appropriate prominently placed Proprietary stamp or legend, prior to or at the time such trade secret or confidential or Proprietary Information is disclosed by the Disclosing Party to the Recipient. Notwithstanding the forgoing, information which is orally or visually disclosed to the recipient by the Disclosing Party or is disclosed in writing unaccompanied by a covering letter, proprietary stamp or legend, shall constitute proprietary information if the disclosing party, within 10 (ten) days after such disclosure, delivers to the Recipient a written document or documents describing such Proprietary Information and referencing the place and date of such oral, visual or written disclosure and the names of the employees or officers of the Recipient to whom such disclosure was made.

### 2 **Confidentiality**

- a) Each party shall keep secret and treat in strictest confidence all confidential information it has received about the other party or its customers and will not use the confidential information otherwise than for the purpose of performing its obligations under this



Agreement in accordance with its terms and so far as may be required for the proper exercise of the Parties' respective rights under this Agreement. Any information considered sensitive must be protected by the Bidder from unauthorized disclosure or access.

- b) The term 'confidential information' shall include all written or oral information (including information received from third parties that the 'Disclosing Party' is obligated to treat as confidential) that is (i) clearly identified in writing at the time of disclosure as confidential and in case of oral or visual disclosure, or (ii) that a reasonable person at the time of disclosure reasonably would assume, under the circumstances, to be confidential. Confidential information shall also include, without limitation, software programs, technical data, methodologies, know-how, processes, designs, new products, developmental work, marketing requirements, marketing plans, customer names, prospective customer names, customer information and business information of the 'Disclosing Party'.

3. **Non-Disclosure of Proprietary Information:** For the period during the Agreement or its renewal, the Recipient will:

- a) Use such Proprietary Information only for the purpose for which it was disclosed and without prior written authorization of the Disclosing Party shall not use or exploit such Proprietary Information for its own benefit or the benefit of others.
- b) Protect the Proprietary Information against disclosure to third parties in the same manner and with the reasonable degree of care, with which it protects its confidential information of similar importance: and
- c) Limit disclosure of Proprietary Information received under this Agreement to persons within its organization and to those third party contractors performing tasks that would otherwise customarily or routinely be performed by its employees, who have a need to know such Proprietary Information in the course of performance of their duties and who are bound to protect the confidentiality of such Proprietary Information.

4. **Limit on Obligations :** The obligations of the Recipient specified in clause 3 above shall not apply and the Recipient shall have no further obligations, with respect to any Proprietary Information to the extent that such Proprietary Information:

- a) Is generally known to the public at the time of disclosure or becomes generally known without any wrongful act on the part of the Recipient,
- b) Is in the Recipient's possession at the time of disclosure otherwise than as a result of the Recipient's breach of a legal obligation;
- c) Becomes known to the Recipient through disclosure by any other source, other than the Disclosing Party, having the legal right to disclose such Proprietary Information.
- d) Is independently developed by the Recipient without reference to or reliance upon the Proprietary Information; or
- e) Is required to be disclosed by the Recipient to comply with applicable laws or governmental regulation, provided that the recipient provides prior written notice of such disclosure to the Disclosing Party and takes reasonable and lawful actions to avoid and/or minimize the extent of such disclosure.



5. Return of Documents: The Recipient shall, upon the request of the Disclosing Party, in writing, return to the Disclosing Party all drawings, documents and other tangible manifestations of Proprietary Information received by the Recipient pursuant to this Agreement (and all copies and reproductions thereof) within a reasonable period. Each party agrees that in the event it is not inclined to proceed further with the engagement, business discussions and negotiations, or in the event of termination of this Agreement, the Recipient party will promptly return to the other party or with the consent of the other party, destroy the Proprietary Information of the other party.
6. Communications: Written communications requesting or transferring Proprietary Information under this Agreement shall be addressed only to the respective designees as follows (or to such designees as the parties hereto may from time to time designate in writing)

MIS \_\_\_\_\_

**Bank of Maharashtra**

Attn: \_\_\_\_\_

Attn: \_\_\_\_\_

7. Term: The obligation pursuant to Clause 2 and 3 (Confidentiality and Non-Disclosure of Proprietary Information) will survive forever following the term of the Agreement dated \_\_\_\_\_.

a. Nothing herein contained shall be construed as a grant by implication, estoppels, or otherwise or a license by either party to the other to make, have made, use or sell any product using Proprietary Information or as a license under any patent, patent application, utility model, copyright or any other industrial or intellectual property right covering same.

8. Damages: The provisions of this Agreement are necessary for the protection of the business goodwill of the parties and are considered by the parties to be reasonable for such purposes. Both the parties agree that any breach of this Agreement will cause substantial and irreparable damages to the other party and, therefore, in the event of such breach, in addition to other remedies, which may be available, the party violating the terms of Agreement shall be liable for the entire loss and damages on account of such disclosure. Each party agrees to indemnify the other against loss suffered due to breach of contract and undertakes to make good the financial loss caused directly or indirectly by claims brought about by its customers or by third parties.

9. **Miscellaneous:**

- a) This Agreement may not be modified, changed or discharged, in whole or in part, except by a further Agreement in writing signed by both the parties.
- b) This Agreement will be binding upon and ensure to the benefit of the parties hereto and it also includes their respective successors and assignees
- c) The Agreement shall be construed and interpreted in accordance with the laws prevailing in India.

In witness whereof, the parties hereto have agreed, accepted and acknowledged and signed these presents, on the day, month and year mentioned herein above.



For \_\_\_\_\_

**Authorized Signatory**

Shri \_\_\_\_\_

Designation \_\_\_\_\_

**For Bank of Maharashtra**

**Authorized Signatory**

Shri \_\_\_\_\_

Designation \_\_\_\_\_



## G. Integrity pact

### General:

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on \_\_\_\_ day of month of \_\_\_\_\_ 2024, between on one hand, Bank of Maharashtra through authorized official Shri. \_\_\_\_\_, Deputy. General Manager, Corporate Services Department, 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 "Rate contract for Supply & Installation of Physical Security Equipment at Branches & Offices of Bank of Maharashtra" (said work) and the BIDDER is willing to offer/has offered for the aforesaid work and

WHEREAS the BIDDER is a private company/public company/Government undertaking /partnership/ registered export agency / LLP, constituted in accordance with the relevant law in the matter and the Bank 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 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/ Section2 (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. EMD

While submitting commercial bid, the BIDDER shall submit EMD for Rs 50,000/- and Tender fee of Rs 5,000/- 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. **Tender fee will be non-returnable once paid to the Bank & shall be submitted in separate envelop along with Technical bid.**



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.

## 6. Sanctions for Violations:

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

- 6.1.1. To immediately call 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 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. Suresh Chandra Panda

301, Sai Ashirbad, K-1/196,

Kalinga Nagar, Bhubaneswar,

Odisha-751003

Email – [sureshpanda@yahoo.com](mailto:sureshpanda@yahoo.com)

### ii. Shri. G. Venugopal Reddy

C-404, Trendset Rythme Apartments,

Whitefield, Kondapur,

Hyderabad-500084

Email – [venu1960@gmail.com](mailto:venu1960@gmail.com)

**(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 sub bidders. 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 herby sign this Integrity Pact at \_\_\_\_\_ on \_\_\_\_\_**

### BANK

Name of the Officer:

Designation:

Corporate Services Department

Bank of Maharashtra

(Office Seal)

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

Witness:

1 \_\_\_\_\_

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

2 \_\_\_\_\_

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



H. **'APPENDIX - A'**

1.	Date of Completion of Delivery and Installation	05 weeks for Standard items & 6 week for Non-standard items from the date of Purchase order by Head /Zonal Offices
2.	Liquidated Damages	0.5% of the tendered value of the work per week of delay on the part of the bidder subject to a maximum of 10% of the total tendered value of work
3.	Earnest Money and tender fee	<b>Rs 5,000/-</b> tender fee and <b>Rs 50,000/-</b> EMD along with the tender at the time of submission of the tender.
4.	Performance Security Deposit	<b>On Successful acceptance of Rate Contract, Bidder has to submit Rs. 4,00,000,- in form of DD/Bank Guarantee as Performance Security Deposit for each item group of Price Bid. This performance security deposit will be kept as security deposit until completion of warranty period of 03 years from the last date of supply and installation of equipment from the rate contract and the same will be released then. The same amount will be interest free.</b>
5.	Warranty	03 Years from date of hand over of equipment
6.	Tender validity period	90 days
7.	Validity of Rates quoted	01 Year from award of rate contract

**We agree to the terms incorporated in the above 'Appendix -A'**

Date :

Signature of Bidder(s)



I. APPENDIX 'B'

BIDDERS LIABILITY AND INSURANCE SUMMARY

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

**Note 1**

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

At the time of commencement of the work 100% of contracted value valid for 4months or the project completion period whichever is higher

**Note 2**

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



**ANNEXURE -I**

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

**UNDERTAKING REGARDING BLACKLISTING/ NON-DEBRMENT**

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

We here by confirm and declare that we, M/s----- is not blacklisted/Deregistered/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 II**

**PROFORMA FOR BANK GUARANTEE - PAYMENT OF SECURITY DEPOSIT**

**BANK GUARANTEE**

<b>Bank Guarantee No.</b>	_____
<b>Bank Guarantee Amount</b>	_____
<b>Expiry Date</b>	_____
<b>Claim Amount</b>	_____
<b>Account</b>	<b>M/s .</b>

THIS GUARANTEE AGREEMENT executed at \_\_\_\_\_ this \_\_\_\_\_ day  
of \_\_\_\_\_ Two Thousand-----.

BY

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

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

1. **WHEREAS** the Bank pursuant to the Tender Documents, general terms and conditions of  
Contract, Letter of Indent (LOI) for **RATE CONTRACT FOR SUPPLY & INSTALLATION OF  
PHYSICAL SECURITY EQUIPMENT** at Branches/offices of Bank of Maharashtra and the  
Agreement (hereinafter collectively referred to as "the said documents", the Bank has  
agreed to purchase from M/s..... and M/s..... has  
agreed to complete supply and installation of physical security equipment at rate  
contract prices for one year starting ----, work more particularly described in the bill of  
quantities to the said documents (hereinafter collectively referred to as "**RATE CONTRACT  
FOR SUPPLY & INSTALLATION OF PHYSICAL SECURITY EQUIPMENT**"), subject to payment of  
the purchase price as stated in the said documents and also subject to the terms,  
conditions, covenants, provisions and stipulations contained the said documents.

2. **AND WHEREAS** pursuant to the above arrangement, the Bank, has executed **RATE CONTRACT**



**FOR SUPPLY & INSTALLATION OF PHYSICAL SECURITY EQUIPMENT** at

Branches/offices of Bank of Maharashtra (hereinafter referred to as "The Rate contract"), with M/s. .... (Hereinafter referred to as "Contractor" which expression shall unless it be repugnant to the subject or context thereof, be deemed to mean and include its successors), subject to the terms and conditions contained in the said documents and the Contractor has duly confirmed the same.

3. **AND WHEREAS** the Contractor has returned the duplicate of the Rate Contract duly signed in token of its unconditional, unqualified and absolute acceptance, vide its letter dated \_\_\_\_\_ and has confirmed the performance/ execution of the Rate Contract and the said documents.

4. **AND WHEREAS** the said documents and the unconditional, unqualified and absolute acceptance by the Contractor are hereinafter collectively referred to as "the Contract".

5. **AND WHEREAS** in terms of the Contract, the Contractor has agreed to procure an unconditional and irrevocable performance bank guarantee, in favour of the Bank, from a Scheduled Bank acceptable to the Bank for securing towards faithful observance and performance by the Contractor of the terms, conditions, covenants, stipulations, provisions of the Contract.

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

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

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

1. The Guarantor hereby guarantees and undertakes to pay, on demand, to the Bank at its office at ----- forthwith, an amount of Rs.-----/- or any part thereof, as the case may be, as aforesaid due to the Bank from the Contractor, towards any loss, costs, damages, etc. suffered by the Bank on account of default of the Contractor in the observance and performance of the terms, conditions, covenants, stipulations, provisions of the Contract, without any demur, reservation, contest, recourse or protest or without any reference to the Contractor. Any such demand or claim made by the Bank, on the Guarantor shall be conclusive and binding notwithstanding any difference or any dispute between the Bank and the Contractor or any dispute between the Bank and the Contractor pending before any Court, Tribunal, Arbitrator, or any other authority.

2. The Guarantor undertakes not to revoke this Guarantee during the currency of these presents, without the previous written consent of the Bank and further agrees that the Guarantee herein contained shall continue to be enforceable until and unless it is discharged earlier by the Bank, in writing.

3. The Bank shall be the sole judge to decide whether the Contractor has failed to perform the terms of the Contract by the Contractor to the Bank and on account of the said failure what amount has become payable by the Contractor to the Bank under this Guarantee.



The decision of the Bank in this behalf shall be conclusive and binding on the Guarantor and the Guarantor shall not be entitled to demand the Bank to establish its claim under this Guarantee but shall pay the sums demanded without any objection, whatsoever.

To give effect to this Guarantee, the Bank, may act as though the Guarantor was the principal debtor to the Bank.

4. The liability of the Guarantor, under this Guarantee shall not be affected by \_

**i) any change in the constitution or winding up of the Contractor or any absorption, merger or amalgamation of the Contractor with any other Company, Corporation or concern; or ii) any change in the management of the Contractor or takeover of the management of the Contractor by the Government or by any other authority;**  
**or**

ii) acquisition or nationalization of the Contractor and/or of any of its undertaking(s) pursuant to any law; or

iii) any change in the constitution of the Bank; or

iv) any change in the setup of the Guarantor which may be by way of change in the constitution, winding up, voluntary or otherwise, absorption, merger or amalgamation or otherwise; or

v) the absence or deficiency of powers on the part of the Guarantor to give Guarantees and/or Indemnities or any irregularity in the exercise of such powers.

5. Notwithstanding anything contained hereinabove, the liability of the Guarantor hereunder shall not exceed Rs.-----/- (Rupees in words Only)

6. This Guarantee will expire on one year from the date of Guarantee. Any demand or claim under this Guarantee must be received by the Guarantor within Six months from the date of expiry of the Guarantee and if no such demand or claim has been received by the Guarantor by the date mentioned as aforesaid, then all the rights of the Bank under this Guarantee shall cease.

7. For all purposes connected with this Guarantee and in respect of all disputes and differences under or in respect of these presents or arising there from the courts of Pune city where the Bank has its Head Office shall alone have jurisdiction to the exclusion of all other courts.

8. Notwithstanding anything herein:

a. The Bank's liability under this Bank Guarantee shall not exceed Rs. ----- ( Rupees-----)

b. This Bank Guarantee shall be valid up to ----- and



- c. The Bank is liable to pay the Guaranteed amount or part thereof under this Bank Guarantee only and only if the beneficiary serves upon the Bank a written claim or demand on or before----- ( Date of Expiry of Guarantee)

IN WITNESS WHEREOF the Guarantor has caused these presents to be executed on the day, month and year first herein above written as hereinafter appearing.

**SIGNED AND DELIVERED BY,**

the within named Guarantor,

\_\_\_\_\_, by the

hand of Shri.\_\_\_\_\_, its

Authorized official.

**a) The Name and Designation of the Authorized officer(s) of the bank should be compulsorily mentioned.**

**b) A copy of the resolutions/power of attorneys authorizing the officer(s) for executing the aforesaid guarantee.**



**Annexure –III - Articles of Agreement**

**AGREEMENT FOR “RATE CONTRACT FOR SUPPLY & INSTALLATION OF PHYSICAL SECURITY EQUIPMENT FROM OEM ( Viz : CASH SAFES, GOLD SAFES, STRONG ROOM DOORS, SAFE DEPOSIT LOCKER CABINETS, FIRE RESISTANT FILING.**

**CABINETS) AT BRANCHES/OFFICES OF BANK OF MAHARASHTRA (PAN INDIA)”**

BETWEEN

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

AND

**Bidder** (ORIGINAL EQUIPMENT MANUFACTURER). Address

DATE OF COMMENCEMENT:

DATE OF EXPIRY:



## AGREEMENT

"THIS AGREEMENT is made & executed at Pune on this \_\_\_ day of ----- 2024". BETWEEN M/s.....Bidder , Reg. Office: Address, a limited company registered under the Company Registration Act with CIN Identification No. .... and having its Head office at ..... herein after called "**THE OEM (ORIGINAL EQUIPMENT MANUFACTURER)**" ( which expression shall include the heirs, executors,

Administrators, Legal representatives and permitted assigns along with its successors.) of the ONE PART And BANK OF MAHARASHTRA, a body of corporate constituted under banking companies (Acquisition and transfer of undertaking) Act-1970."THE BANK" having its registered office at 1501, 'Lokmanagal' Shivajinagar Pune - 411005 herein after called "THE BANK" (which expression shall unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors, legal representatives and permitted assigns) of the other part.

Whereas the Bank of Maharashtra has floated RFP vide **No. AX1/CSD/PSE1/RATE CONTRACT/2024-25 dated ...../...../2024** hereinafter called as "said tender document" with following details as:

Date of Issue:

Last date of submission:

Date of Pre Bid Meeting:

Date of Opening of Technical Bid:

for the work of "RATE CONTRACT FOR SUPPLY & INSTALLATION OF PHYSICAL SECURITY EQUIPMENT FROM OEM ( Viz : CASH SAFES, GOLD SAFES, STRONG ROOM DOORS, SAFE DEPOSIT LOCKER CABINETS, FIRE RESISTANT FILING CABINETS) AT BRANCHES/OFFICES OF BANK OF MAHARASHTRA (PAN INDIA)" hereinafter called as "said work". In response, among the technically qualified bidders, Bidder is qualified as bidder based on acceptance of schedule of prices (your letter. No ..., dated ....) for the said works. The said tender documents are part of this agreement and is attached as **Annexure**.

The bank has approved the rate contract for Supply & Installation of Physical Security Equipment at lowest rates (L1) & Buyback of Old Physical Security Equipment for Branches & Offices of Bank of Maharashtra at approved rate on the terms & conditions mentioned in tender document duly accepted by you.

### WHEREAS

1.The Bank is desirous of availing services for Supply & Installation of Physical Security Equipment at lowest rate (L1), (Annexure –II)

Buyback of Old Physical Security Equipment at highest rate (H1) for branches & offices of Bank of Maharashtra; (Annexure –III)

2.NOW THEREFORE, in consideration of the mutual covenants, undertakings and conditions set forth below, and for other valid consideration the acceptability and sufficiency of which are



hereby acknowledged, the Parties hereby agree to the following terms and conditions hereinafter contained: -

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

3.1 The OEM will engage / employ persons having high integrity & good character. The OEM shall ensure that their conduct will be in order and shall not commit any crime or fraud or shall not violate any laws while discharging their duty.

3.2 The OEM will ensure that its employees will not disclose any information / papers about banks business to any outsider and observe strict confidentiality.

3.3 If it is revealed that any of its employees are engaged in breach of confidentiality, the bank will have recourse to recover appropriate damages from the OEM besides termination of contract if felt necessary at the discretion of bank.

#### 4. "Indemnity":

4.1 The OEM shall indemnify and always keep, The Bank Indemnified against all the losses or damages that would occur on account acts or commission or omission or negligence by the employees of the OEM to the Bank or its property.

4.2 Such losses or damages by whatever name called is to be made good by the OEM as per decision of the Bank. "The OEM will defend the Bank for any loss or other liability from third party on account any act of commission or omission or negligence or part of OEM or any of its employees."

4.3 The bank is entitled to recover any loss or damage that would occur on account of acts of commission or omission or negligence by the employees of OEM to the bank or its property.

5. The OEM will not appoint in sub agency or sub-OEM to carry out work assigned to them under this agreement.

6. The period of rate contract is for one year from the date of execution of contract agreement. The decision of Bank in this regard shall be final & unwinding.

7. The Purchase/Work order for Supply & Installation of Physical Security Equipment & Buyback of Old Physical Security Equipment for Branches & Offices in the respective zone shall be placed by Zonal offices. However, the quantity indicated in the tender is tentative and order will be placed based on Bank's requirement. The requirement may vary and it will be as per the discretion of Bank.

**8. The payment shall be made by respective ZO/HO of Bank of Maharashtra placing the order, only on successful delivery and installation of equipment and no advance against purchase order will be paid.**

9. The rates shall be all inclusive and cover the cost of all materials, transportation, all types of duties, royalties, erection, construction, tools and tackles, plant and equipment, supervision, overheads, profit, all taxes including GST and any other expenditure incurred for completion of work as per drawings and specifications.



10. OEM shall ensure that services are being rendered across all the Branches/offices (Present & future)

11. OEM shall ensure that the Scope of Work & General Minimum Standards, Specification for Physical Security Equipment shall comply the sub part under technical service level guidelines of Tender document.

12. All works shall conform in all respects to high standards of engineering, design and workmanship and shall fulfill the anticipated performance during the expected life of the system. The OEM shall provide 3 years onsite warranty of all supplied and installed equipment as per Agreement. During Guarantee/ warranty period, the defects in the said material/item shall be repaired/replaced by the bidder at no cost or expense to Bank.

13. Bidder shall attend the service calls during the warranty period based on below time lines from the time of raising service request.

- a. Metro Centers and State Capitals – within 24 Working Hours.
- b. Urban and Semi Urban – within 48 Working Hours
- c. Rural, Remote Areas and North East states of India – within 72 Working Hours.

14. In case of failure to meet the above time lines on two consecutive instances, the contract of the bidder may be suspended for a period of 6 months.

15. If the OEM fails to complete the task within the time provided in the tender, he shall be liable to pay liquidated damages @ 0.5% of the contract price per week up, to a max. of 5% of contract value.

16. Safety Violation: The OEM shall be responsible for the safety of persons employed by him on the works and shall report serious accidents to any of them, however and wherever occurring on the works, to the Employer and Owner who shall make every arrangement to render all possible assistance. This shall be without prejudice to the responsibility of the OEM under the Insurance Clause of the General Conditions.

17. The OEM shall maintain services log book/file containing copy of the Job cards duly signed by the users and countersigned by Bank official.

18. The bidder/ manufacturer must guarantee the equipment/ materials/ supplied against faulty design/ material/ components/ workmanship giving rise to replacements. The said shall be error free and shall guaranteed against faulty material and workmanship for warranty period of 3 years. During Guarantee/ warranty period, the defects in the said material/item shall be repaired/replaced by the bidder at no cost or expense to Bank.

19. The guarantee should be valid for a period of three years for equipment and materials from the date of handing over, irrespective of the date of deliveries.

20. Failure to make-up the deficiency for during the guarantee period shall automatically attract invocation of the Bank Guarantee/or retention money.





**21.**In the case of failure of the successful bidder to make-up any breakdown within above period, the bank shall be free to get same done through other agencies, and the cost shall be debited to the original manufacturer, to be recovered from the amount of Bank Guarantee/retention money.

## **22. Termination:**

**22.1** Either party shall be entitled to terminate the agreement with the bidder at any time giving thirty (30) days prior written notice to the other part.

**22.2** The Bank shall be entitled to terminate the agreement at any time by giving at least 15 days' notice if:

- a. The Service Provider breaches its obligations under this agreement and if the breach is not cured within 15 days from the date of notice.
- b. If bidder fails to deliver the orders to branches as per specified timelines on more than 5 orders.
- c. The service provider (i) has a winding up order made against it; or (ii) has a receiver appointed over all or substantial assets; or (iii) is or becomes unable to pay its debts as they become due; or (iv) enters into any agreement or composition with or for the benefit of its creditors; or (v) passes a resolution for its voluntary winding up or dissolution or if it is dissolved.
- d. Force Majeure incident continues more than 30 days.

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

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

**25.** The OEM shall personally be responsible for the conduct of his staff and in case of any complaint against any staff; OEM will be under obligation to change the worker when instructed by representative of ZO/HO of Bank of Maharashtra for placing the order.

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

**27. Performance Security Deposit:** - A Performance security deposit of amount **Rs.4,00,000/-** (Four Lakh) shall be submitted by the successful OEM for each item group of rate contract. The same will be kept in the form of fixed deposit (Interest Free) during warranty period and will be returned back after completion period of warranty of 3 years from the date of installation of equipment irrespective of date of work order.

27.1 The Performance security deposit 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.



27.2 The total performance security deposit shall be 4,00,000/- for each item group of rate contract which shall be submitted in form of DD in favor of "Bank of Maharashtra" payable at pune or Bank Guarantee within 07 days from acceptance of work order. The said amount will be adjusted in Final bill or will be released, based on satisfactorily completion of warranty period.

**28.** OEM shall strictly comply the clause no 40 & 41 (General terms and conditions) of said tender document for Insurance of work & Insurance against accident/ death etc. to workmen.

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

**30. Severability:** If any of the provisions of this Agreement may be constructed in more than one way, one of which would render the provision illegal or otherwise voidable or enforceable, such provision shall have the meaning that renders it valid and enforceable. In the event any court or other government authority shall determine any provisions in this Agreement is no amended so that it is enforceable to the fullest extent permissible under the laws and public policies of the jurisdiction in which enforcement is sought and affords the parties the same basic rights and obligations and has the same economic effect as prior to amendment. In the event that any of the provisions of this Agreement shall be found to be void, but would be valid if some part thereof was deleted or the scope, period or area of application were reduced, then such provision shall apply with the deletion of such words or such reduction of scope, period or area of application as may be required to make such provisions valid and effective, provided however, that on the revocation, removal or diminution of the law or provisions, as the case may be, by virtue of which such provisions contained in this Agreement were limited as provided hereinabove, the original provisions would stand renewed and be effective to their original extent, as if they had not been limited by the law or provisions revoked.

Notwithstanding the limitation of this provision by any law for the time being in force, the Parties undertake to, at all times observe and be bound by the spirit of this Agreement.

**31. Support:**

**Vendor will provide support on calls lodged by the user.**

**Vendor shall provide support service as per terms and conditions laid in this document.**

**Support should be available on 24 x 7 basis. Escalation matrix to be provided with the bid.**

**32.** A copy of agreement between service provider & OEM should be provided to user. Bidder will make the spare parts of equipment available during the warranty period. Thereafter, bidder will give at least twelve months' notice prior to completion of warranty period, so that Bank of Maharashtra may order its requirements of the spares, if it so desires.

**33.** The Bank shall have the authority to reject full or any part of the OEM contract, which is not confirming to the specifications and complying terms and conditions of tender document. No payment shall be made for unsatisfactory service(s).

**34.** The Work should be carried out strictly as per standard operating procedure and as per Tender terms & conditions of the tender document & Bank's guidelines issued from time to time.

**35.** No payment shall be paid for any substandard quality.

**36.** The necessary bills for payment shall be submitted directly to respective zonal office from where the purchase order is placed.



**37.** Necessary TDS as applicable will be deducted from the bill. It is requested to sign a duplicate copy of this work order as token of acceptance and return back the same to our office. The Bank reserves the right to cancel the rate contract at any time without assigning any reason, whatsoever.

**38.** Bank may conduct third party inspection of the goods supplied by you at any point of time, to ascertain technical specifications, at your cost. In case, it is found that they do not conform to the technical specification approved by bank, then your company may be recommended to IBA for blacklisting along with other legal actions as deemed fit.

**39.** If any information/document submitted by the OEM 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. Further Bank will forfeit the Performance Security Deposit. All the action in the aforesaid matter will be at the discretion of Bank.

Apart from the above OEM has to execute a separate Integrity pact as per format provided in said tender document.

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

**Signed by**

**Witness**

**For Bank of Maharashtra.**

**For - Bidder**

From OEM Side

**&**

From Bank of Maharashtra Side

**1.**

**2.**



**CHECLIST FOR SUBMISSION OF TECHNICAL BID**

S.no	Documents Submitted	Yes	No	Reasons for Non - Submission
1	Tender Fee			
2	EMD			
3	Duly Signed Technical Bid on all Pages			
4	Non – Disclosure Agreement			
5	Integrity Pact			
6	Copy of Relevant Completed Work Orders / completion certificate from the Client.			
7	Copy of Work Orders in Hand			
8	Details of specific eligibility criteria mentioned for equipment			
9	Details of Offices Network in India			
10	Articles of Agreement			



## PRICE BID – VOLUME - II



**BILL OF QUANTITIES**

**Subject: REQUEST FOR PROPOSAL FOR RATE CONTRACT FOR SUPPLY & INSTALLATION OF PHYSICAL SECURITY EQUIPMENT ( Viz : CASH SAFES, GOLD SAFES, STRONG ROOM DOORS, SAFE DEPOSIT LOCKER CABINETS, FIRE RESISTANT FILING CABINETS) AT BRANCHES/OFFICES OF BANK OF MAHARASHTRA (PAN INDIA).**

**Schedule of Rate Contract: - (Price bids shall be submitted in only typed form and hand written price bids will be summarily rejected.)**

S.No.	Description of Item	UNIT	Qty.	Rate ( With Out GST)
1.	<b>STRONG ROOM MAIN DOOR (Class B)</b> Providing and fixing in position vault door as per above technical specifications and confirming to <b>IS 11188: 2014</b> . The Rate shall include cost of transportation and installation complete as per satisfaction of engineer in charge. Including air ventilation – straight – through type i.e Providing and fixing in position air ventilator and exhaust fan as per <b>IS 14387 : 2005</b> . The Rate shall include cost of transportation and installation complete as per satisfaction of engineer in charge.			
a.	<b>Class B</b>	Nos.	01	
<b>Total of Item Group No 1</b>				
2.	<b>STRONG ROOM MAIN DOOR (Class A &amp; AA)</b> Providing and fixing in position vault door as per above technical specifications and confirming to <b>IS 11188: 2014</b> . The Rate shall include cost of transportation and installation complete as per satisfaction of engineer in charge. Including air ventilation – straight – through type i.e Providing and fixing in position air ventilator and exhaust fan as <b>per IS 14387 : 2005</b> . The Rate shall include cost of transportation and installation complete as per satisfaction of engineer in charge. The rate shall also include cost of installation of time lock.	<b>UNIT</b>	<b>Qty.</b>	<b>Rate ( With Out GST)</b>
a.	<b>Class A</b>	Nos.	01	
b.	<b>Class AA</b>	Nos.	01	
<b>Total of Item Group No 2</b>				



<b>3.</b>	<b>CASH SAFE (Class BB)</b> Providing and fixing in position Cash safes as per above technical specifications and confirming to <b>IS 550 (Part 1):2014</b> . The Rate shall include cost of transportation and installation complete as per satisfaction of engineer in charge	<b>UNIT</b>	<b>Qty.</b>	<b>Rate ( With Out GST)</b>
a.	<b>49 Inch, BB Class</b>	Nos.	01	
b.	<b>61 Inch, BB Class</b>	Nos.	01	
<b>Total of Item Group No 3</b>				
<b>4.</b>	<b>CASH SAFE (Class A &amp; AA) :</b> Providing and fixing in position Cash safes as per above technical specifications and confirming to <b>IS 550 (Part 1):2014</b> . The Rate shall include cost of transportation and installation complete as per satisfaction of engineer in charge.	<b>UNIT</b>	<b>Qty.</b>	<b>Rate ( With Out GST)</b>
a.	<b>49 Inch, A Class</b>	Nos.	01	
b.	<b>61 Inch, A Class</b>	Nos.	01	
c.	<b>49 Inch, AA Class</b>	Nos.	01	
d.	<b>61 Inch, AA Class</b>	Nos.	01	
<b>Total of Item Group No 4</b>				
<b>5.</b>	<b>GOLD SAFE (Class BB) Providing</b> and fixing in position Gold safe as per above technical specifications and confirming to <b>IS 550 (Part 1):2014</b> . The Rate shall include cost of transportation and installation complete	<b>UNIT</b>	<b>Qty.</b>	<b>Rate ( With Out GST)</b>
a.	<b>Class BB having 10 lockable drawers inside. 41 inch</b>	Nos.	01	
b.	<b>Class BB having 10 lockable drawers inside. 49 inch</b>	Nos.	01	
c.	<b>Class BB having 16 lockable drawers inside. 61 inch</b>	Nos.	01	
<b>Total of Item Group No 5</b>				



6.	<b>GOLD SAFE (Class A):</b> Providing and fixing in position Gold safe as per above technical specifications and confirming to <b>IS 550 (Part 1):2014</b> . The Rate shall include cost of transportation and installation complete	UNIT	Qty.	Rate ( With Out GST)
a.	<b>Class A having 10 lockable drawers inside. 41 inch</b>	Nos.	01	
b.	<b>Class A having 10 lockable drawers inside. 49 inch</b>	Nos.	01	
c.	<b>Class A having 16 lockable drawers inside. 61 inch</b>	Nos.	01	
<b>Total of Item Group No 6</b>				
7.	<b>GOLD SAFE: (Class AA)</b> Providing and fixing in position Gold safe as per above technical specifications and confirming to <b>IS 550 (Part 1):2014</b> . The Rate shall include cost of transportation and installation complete	UNIT	Qty.	Rate ( With Out GST)
a.	<b>Class AA having 10 lockable drawers inside. 41 inch</b>	Nos.	01	
b.	<b>Class AA having 10 lockable drawers inside. 49 inch</b>	Nos.	01	
c.	<b>Class AA having 16 lockable drawers inside. 61 inch</b>	Nos.	01	
<b>Total of Item Group No 7</b>				

8.	<b>Safe Deposit Lockers Cabinets – Open</b> Type providing and fixing in position safe deposit lockers cabinets-open type as per above technical specifications and confirming to <b>IS 5244:2014</b> for safe purpose. The rate shall include cost of transportation and installation complete	UNIT	Qty.	Rate ( With Out GST)
a	<b>Type 1 (75 Lockers)</b>	Nos.	01	
b	<b>Type 1A (90 Lockers)</b>	Nos.	01	
c.	<b>Type 2 (52 Lockers)</b>	Nos.	01	
d.	<b>Type 2A (51 Lockers)</b>	Nos.	01	
e.	<b>Type 3 (32 Lockers)</b>	Nos.	01	
<b>Total of Item Group No 8</b>				





9.	<b>Safe-Cum-Safe Deposit Locker Cabinets:</b> Open Type providing and fixing in position safe deposit lockers cabinets-open type as per above technical specifications and confirming to <b>IS 550 (Part 1):2014</b> for safe purpose. The rate shall include cost of transportation and installation complete.	UNIT	Qty.	Rate ( With Out GST)
a	<b>Class A having 29 lockers, Height 1340 mm</b>	Nos.	01	
b	<b>Class AA having 29 lockers, Height 1340 mm</b>	Nos.	01	
c	<b>Class A having 56 lockers, Height 1860 mm</b>	Nos.	01	
d	<b>Class AA having 56 lockers, Height 1860 mm</b>	Nos.	01	
<b>Total of Item Group No 9</b>				
10.	<b>FRFC:</b> Supply and installation of 2H rating fire resisting four drawers filing cabinets in overall size <b>(CM) 155 X 50 X 77</b> & clear internal dimension of <b>27 X 37 X 60</b> as per above technical specifications and confirming to IS 14561:2014. The Rate shall include cost of transportation and installation complete as per satisfaction of engineer in charge.	Nos.	01	
<b>Total of Item Group 10</b>				

#### Schedule of Buy Back

Sr. No.	Description of Item	Amount Per Nos (Without GST)
1.	<b>Buyback offer per old safe including removal of old item from the branch</b>	
2.	<b>Buyback offer per old Air Ventilator including removal of old item from the branch</b>	
3.	<b>Buyback offer per old Strong Room Door including removal of old item from the branch</b>	

#### Terms & Conditions

1. While filling in tender, supplier should consider laying of tang bar and casting of RCC walls/ currency chest roof will be carried out in strips/ layers. Supplier will have to work in co-ordination with Civil Contractor.
2. Bidders with valid BIS License for all items in an item group only shall quote the rates for the particular Item group.



3. Supplier will make their own arrangement for workmen shed at site.
4. While delivering the new safe the old safe will be removed & taken back from the bank's premises.
5. Buy back price of Strong room door/ Air ventilator/ Safe will be included dismantling & removal of the same from bank's premises.
6. Rates quoted shall be inclusive loading / unloading, transportation, excise, VAT and all other levies / taxes.
7. 7. Applicable GST will be paid extra on actual amount.

**Date:**

**Signature of Bidder(s) with Seal**