



**Patna Zonal Office**  
**N.P. Tower, 2<sup>nd</sup> Floor, Near Colony More,**  
**Kankarbagh Main Road, Patna-800020**

**TENDER NO. AX67/GAD/TENDER/HSK/2/24-25**

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Tender for **“SELECTION OF BIDDER FOR PROVIDING CLEANING & HOUSEKEEPING SERVICES”** at Bank of Maharashtra Patna Zonal Office and various other Bank's locations within Bihar State”.

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NAME OF BIDDER :.....

ADDRESS OF BIDDER :.....

.....  
CONTACT NUMBER:

DATE OF ISSUE : 14/07/2024

DATE OF SUBMISSION : 05/08/2024 = 3.00 PM

DATE OF OPENING (TECHNICAL BID) : 06/08/2024 = 6.00 PM



Patna Zonal Office  
N.P. Tower, 2<sup>nd</sup> Floor, Near Colony More,  
Kankarbagh Main Road, Patna-800020

**TECHNICAL BID**

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## NOTICE INVITING TENDER

Dear Sir / Madam,

**Subject:** Tender for “**SELECTION OF BIDDER FOR PROVIDING CLEANING & HOUSEKEEPING SERVICES**” at Bank of Maharashtra Zonal Office Patna and various other Bank's locations within Bihar State”.

**BANK OF MAHARSHTRA, a leading Public Sector bank (Government of India Undertaking)** invites tenders (02 Bid format) from licensed service providing agencies/ Firms having valid Registration Certificate, including registration with the Regional Labour Commissioner, EPF Registration, ESI Registration, Service Tax Registration, PAN Number, GST Registration, Income Tax/ VAT clearance certificate, **having minimum 05 years' experience** (as of last date) in the similar business, and having annual turnover of more than **300 lacs** during the last 3 years

Bidders should submit the bid as per latest Practices in two parts, (I-Technical Bid and II- Price Bid) for captioned subject, as per schedule of work and General Terms & Conditions:

### 1. Important dates of tender:

DATE OF ISSUE	: 14/07/2024
DATE OF SUBMISSION	: 05/08/2024 = 3.00 PM
DATE OF OPENING (TECHNICAL BID)	: 06/08/2024 = 6.00 PM

**2. Locations:** Mentioned in Annexure II of the Tender is proposed for providing the Cleaning, and Housekeeping Services at the following locations: -

- Bank of Maharashtra, Patna Zonal Office at N.P. Tower, 2<sup>nd</sup> Floor, Kankarbagh Main Road Patna
- Other locations (Service Points) in Bihar.

**3. EARNEST MONEY DEPOSIT:** Bidder has to submit **Rs. 100,000/-** (Rs. One Lakh Only) in form of Demand Draft /Pay order of nationalized Bank in favour of Bank of Maharashtra payable at Patna. EMD of unsuccessful bidders will be refunded within 90 days of opening of Price Bid & without any interest.

EMD will be waived for the Bidders having valid relevant MSME registration certificate, if aforesaid valid MSME or MSIC registration certificate or DD is not found then Bank will reject the bid considering as without EMD.

**4. Contract Period:** Initially the contract will be awarded for **one year** and it may be renewed **further for a period upto 03 years, as per Bank's discretion** depending upon performance of selected bidder and it will on prevailing rates as per labour laws.

In case performance is not satisfactory, the Bank will terminate the contract by giving 01-month notice to the selected bidder and impose the penalty as deemed fit by the Bank.

**5. Performance Security Deposit (PSD) –** if the Performance Bank Guarantee is not submitted, the bank reserves the right to cancel the contract. Bidder has to submit a Performance security deposit of amount **10% of annual contract value** in the form of Bank Guarantee in favor of Bank of Maharashtra within 07days of the acceptance of Work Order. The limit of PBG of 10 % is as per the guidelines of Ministry of Finance, Department of Expenditure Procurement Policy Division dated 03/04/2023. The same will be kept for the period of 04 years or till total contract period or

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the termination whichever is later. (Considering the Tender period of one year and renewal period of three years). The actual amount of PBG will derived at the time of awarding the tender.

The said PSD shall be forfeited as a compensation for any loss resulting from the failure to perform the obligations under the contract or in the event of termination of the contract or in any event, which Bank thinks fit and proper.

**The initial amount of Bank Guarantee will be for number of manpower mentioned in this Tender document (60 unskilled).**

**If there is additional requirement of manpower in due course of time, the Bank will have discretion to increase the Bank Guarantee amount accordingly in proportionate amount.**

**6. Payment Terms:** As mentioned in Annexure III of this tender document, the payment shall be released on monthly basis after the close of each month against the invoice provided by the Bidder. The monthly bill for the above said contract shall be submitted by the Bidder by 7th of following month and payment shall be released upon satisfactory performance after adjusting any cost borne by Bank due to any reason/damages caused by the Bidder or his employees, down time etc., as applicable.

Income tax and other taxes and surcharge at source, as applicable will be deducted from payments at the prevailing rates.

**The payment shall be made on submission of the following documents:**

The payment to workmen shall be as per the rates mentioned in the Commercial bid are as per the minimum wages (unskilled labour) **vide Order F.No. 1/7(5)/2024-LS-II based on the circular of Ministry of Labour and Employment, Office of the Chief Labour Commissioner, New Delhi dated 01/04/2024.**

The rates shall be increased during the course of contract period if and only if there is amendment of circular **Order F.No. 1/7(5)/2024-LS-II based on the circular of Ministry of Labour and Employment, Office of the Chief Labour Commissioner, New Delhi dated 01/04/2024.**

- **The amount quoted by bidder over and above the minimum wages shall be considered as profit & any change in minimum wages the bidders profit shall be increased proportionately.**
- Certificates with regard to payment made to staff deployed at Bank in accordance with the latest Minimum Rates of Wages as fixed from time to time as per the Government Guidelines. The Bidder shall furnish photocopies of monthly Wages Payment Sheet duly signed by individual employees along-with bills.
- Payment shall be directly remitted in Bank A/C of the bidder as per latest guidelines of the Labour Department. Afterwards Bidder has to deposit in individual employees account and proof to be submitted.
- Photo copies of Bank Challans of previous month for the amount deposited in the bank for ESI and PF along with Compliance certificate.
- The Bidder will furnish every month a certificate along-with bill to the effect that all statutory obligation/ requirements has been complied with in regard to wages, contribution to PF/ ESI/ Gratuity etc. to their staff and Bank will not assume any responsibility thereto.

**7. Manpower Requirement:** The tender is floated for providing an estimated manpower as below :

Sr. No.	Particular	No of Manpower
1	Unskilled	60
2	Semi-Skilled	0
<b>TOTAL</b>		<b>60</b>

- The above said requirement is an estimated Manpower requirement (Men & Women) & there may be increase / decrease in the requirement of manpower on actual basis.
- **Addition in Manpower requirement:** If there is increase in requirement of Manpower above estimated manpower in this Tender, the Bidder will be intimated accordingly & separate LOI/work order will be issued in due course of time. The terms and condition of this tender will be applicable to additional LOI/Work order.

**8. Price Bid : The quoted rates shall include:**

The details of Minimum wages to be paid as per **Order F.No. 1/7(5)/2024-LS-II based on the circular of Ministry of Labour and Employment, Office of the Chief Labour Commissioner, New Delhi dated 01/04/2024.**

The format for quoting the price bid is as under :

S No.	Particulars	UNSKILLED	UNSKILLED	UNSKILLED
		A	B	C
1	Per Day (Basic+DA) (08 Hours)	543+255=798	437+214=651	350+172=522
2	Working Hours Per Day	8	8	8
3	BASIC+DA (PER DAY)	798	651	522
4	WORK DAYS in a Month	X 26	X 26	X 26
<b>5</b>	<b>TOTAL BASIC PER MONTH (A)</b>	<b>20,748</b>	<b>16,926</b>	<b>13,572</b>
6	HRA (5% ON A)	1,037.4	846.30	678.60
<b>7</b>	<b>TOTAL (B)</b>	<b>21,785.40</b>	<b>17,772.3</b>	<b>14250.60</b>
8	ESI 3.25% ON B	708.03	577.60	463.14
9	PRO FUND 13% ON 15000	1950.00	1950.00	1950.00
10	BONUS 8.33% ON 7000	583.10	583.10	583.10
11	LEAVE 5% ON A	1,037.4	846.30	678.60
12	UNIFORM	140.00	140.00	140.00
13	<b>Net Amount (C)</b>	<b>26,203.93</b>	<b>21,869.30</b>	<b>18,065.44</b>
14	Service/Admin Charges/ Bidder's Profit/ any other cost			
15	CGST @ 9%			
16	SGST @9%			
17	<b>TOTAL (D)</b>	<b>26,203.93</b>	<b>21,869.30</b>	<b>18,065.44</b>
18	<b>Manpower Requirement</b>		<b>10</b>	<b>50</b>
19	<b>Tender Cost / TOTAL AMOUNT for above Manpower</b>			

- **The Rate quoted should be inclusive of Service Charges, Administrative Charges & Bidder's profit, any other costs, etc and including the minimum wages for 54 unskilled manpower for the commercial bid given in the tender on yearly basis.** No escalation in price will be payable for the contract period from the date of submission of the tender

what - so ever be the reasons. **However, any changes in DA will be applicable as per notification issue by the respective Ministry of Govt. of India only.**

- **The Service charges to be quoted should be as per the directions provided by Authorities time to time. If any discrepancy is found in the Service Charges, Bank reserve the right to reject the bid.**
- Contribution of bidder share towards ESIC & EPF as per the extant guidelines. Copies of workmen/bidder contribution should be provided every month.
- The bidders shall provide 02 sets of uniform & 01 pair of shoes to each worker working for one year of contract. If contract is renewed for further period, then bidder has to provide new uniform and shoes accordingly.
- All contributions of bidder towards all applicable State and Central Laws, Statutory Rules, Regulations etc. such as Payment of Wages Act, 1936, Minimum Wages Act, 1948, Workmen Compensation Act, 1923, Employer's Liability Act, 1938, Employers Provident Act and Miscellaneous Provisions Act, 1954. EPF, Employees State Insurance Act/Scheme, 1948 (ESI), Contract Labour (Regulation and Abolition) Act.
- Service charge once quoted will remain fixed for the entire contract period and no escalation will be allowed.
- **The Tender amount should be total amount as per required manpower mentioned in point no 7.**

**9. Brief Scope of Work:** As mentioned in Annexure I of this tender document.

10. The conditional bids shall not be considered under any circumstances and rejected without any notice.

11. All bids shall be the property of Bank of Maharashtra, and bidders will lay no claim whatsoever on the same.

**12. Quoted Bid Rate should be strictly upto two decimal only.**

**13. In case of any queries at any stage of tender bidder may contact**

**Name: Mr. Abhijeet Kumar, Senior Manager, Patna Zone**

**Email: gad\_pat@mahabank.co.in**

**Contact No. 0612-2385011**

**14. Tender Submission:** The tender submission shall be done in offline mode at Address-Bank of Maharashtra, Zonal Office, 2<sup>ND</sup> floor, N P Tower, Colony More, Kankarbagh, Patna-800020. No separate intimation shall be given to any bidder.

- Each page of tender document should be sealed & signed by authorized signatory.
- Any conditional bid will not be accepted.

**15. Selection of Bidder:**

- **The minimum qualifying score is 70 in technical scrutiny.**
- **The price bid will be opened for only those bidders who qualify in technical scrutiny.**

**16. Important terms & Conditions:**

- The Bank of Maharashtra also reserves the right to negotiate or partly accept any or all the tenders received without assigning any reason thereof.
- Tenders, which do not fulfill all or any of the above condition and conditions mentioned in the tender documents or are incomplete in any respect, are liable to be rejected.

- Bank also has the right to reject all the applications and to go in for re-tendering without assigning any reason thereof.
- Any decision in this regard by Bank shall be final, conclusive and binding on the Bidder.
- **Bank of Maharashtra reserves the right to accept or reject any tender either in whole, or in part without assigning any reasons for doing so and do not bind themselves to accept the lowest or any tender.**
- **For any other the explanation or guidelines of any point, the technical and commercial criteria, the terms and conditions mentioned in this Tender Document Ref No : AX67/GAD/TENDER/HSK/2/24-25 will be treated as final.**
- **Successful bidder should open their account in our bank or if the Bidder has existing account in our bank it will be utilized for payment purpose.**
- No criminal case should be pending in the Court of Law against the personnel proposed to be deployed. The bidder shall certify that proper Police verification has been got carried out in respect of the antecedents of each Personnel deployed by him and the Bidder shall be fully responsible for their conduct and behavior. Personal information form of personnel to be deployed containing complete details should be submitted to the Bank.
- The personnel to be deployed at our site should be polite, courteous in their behavior.
- No person deployed by the Bidder for housekeeping services will indulge in playing cards, consuming liquor or narcotics or gossip with any outsider(s). The Bidder will ensure that the personnel while on duty should not be under the influence of any intoxicant at any time. In no case any misbehavior with any officer/ official of Bank will be tolerated. If any such incident comes to notice, the Contract will be liable for termination.
- That the persons engaged shall not be below the age of 18 years or above the age of 60 years and they shall not interfere with the duties of the employees of the Bank or at the executive residences.
- The transportation, food, medical and other statutory requirements in respect of each personnel of the service provider shall be the responsibility of the service provider. It should be clearly understood by the Bidder that the Bank does not undertake any liability on account of leave, wages, employment or any other obligation under any State or Central Government Regulations to be performed by the Bidder in the capacity of an employer in respect of such personnel as are employed by him. The Bidder shall be solely responsible to the employment and labour regulating authorities in respect of aforesaid personnel. By way of this contract, the Bidder should not violate minimum Wages Act or any other legislative Enactments in force from time to time.
- The service provider's person shall not claim any benefit/compensation/absorption/regularization of services from/in this office under the provision of Industrial Disputes Act., 1947 or Contract Labor (Regulation & Abolition) Act, 1970. Undertaking from the persons to this effect shall be submitted by the service provider to this office.
- The service provider's personnel shall not divulge or disclose to any person, any details of office, operational process, technical know-how, security arrangements and administrative / organizational matters as all are of confidential/secret nature.
- The rates quoted should include all taxes and charges payable by the tenderer to the State/ Central Government. No separate claim for GST or any other tax that the tenderer pays to the State/ Central Government shall be accepted.
- The Head Office staff / any other nominated officer has the right to inspect the personnel and his work assigned to him.
- No hand written/ super scribed / overwriting will be accepted.

All other terms & conditions are detailed in the tender documents.



Thanking you,

Yours faithfully,

[Ranjeet Kumar]  
Zonal Manager  
Patna Zone

## LETTER OF SUBMISSION FROM BIDDERS

Dated: 14/07/2024

To,  
**Zonal Manager**  
**Bank of Maharashtra,**  
**Patna Zone**  
**Address: N P Tower,2<sup>ND</sup> Floor**  
**Near Kanakarbagh Colony More,**  
**Patna-800020**

Dear Sir,

1. I/ We, having examined the detailed scope of work specifications, bill of quantities relating to the works specified in the memorandum hereinafter set out and having visited and examined the site of the works specified in the said memorandum / tender / BOQ and having acquired the requisite information relating thereto as affecting or related to the tender.
2. I/we hereby offer to execute the works specified in the said memorandum / tender / BOQ within the time specified and at the rates mentioned in the attached bill of quantities and in accordance in all respects complying to the scope of work, specifications, required for operation & maintenance, housekeeping activities and instructions in writing referred to in conditions of tender, the articles of Agreement, Condition of Contract, Bill of Quantities(Price Bid) etc. or prescribed and in all other respects in accordance with such conditions so far they may be applicable as below.
3. I/We have submitted a Demand Draft for a sum of **Rs. 100,000/- (Rupees One Lakh Only)** towards Earnest Money Deposit with the **Bank of Maharashtra**, payable at Patna which amount is not to bear any interest or I/ we have valid MSME registration certificate which is enclosed herewith.
4. If this tender is accepted, we agree to submit Performance Security Deposit as per tender document.
5. The validity of this tender is for period of 180 days from date of opening of the tender and it shall remain binding upon us and may be accepted by the bank at any time before the expiration of that period without any additional cost.
6. The formal contract agreement when it is prepared and executed, this Tender together with your written acceptance thereof, shall constitute a binding contract between us. The agreement has to be entered in non-judicial stamp paper of value as per as per latest Maharashtra Stamp Act and we agree to bear the entire cost of agreement charges.
7. I/We agree to pay Government VAT, GST, Sales-Tax (State & Central), Service Tax, Central Excise Duty, Octroi, Work Contract Tax and all taxes as prevailing from time to time, on such items for with the same are leviable and the rates quoted by us are inclusive of the same.

8. I/We agree to execute all the works therein referred to your entire satisfaction and as per specification up till satisfactory takeover by the Bank, and as detailed in the contract sum analysis herewith attached.
9. Should this tender be accepted, I/We hereby agree to abide by and fulfill the terms and provisions of the said conditions of contract annexed hereto so far as they may be applicable or in default thereof to forfeit and pay to the **Bank of Maharashtra** the amount mentioned in the said contract.
10. The dispute resolution procedure shall be as mentioned in General Conditions of Contract and as per Indian Arbitration & Reconciliation Act.
11. Terms and condition of the contract will be governed in accordance with the Laws of India and statutory modifications thereof from time to time.

**NOTE: ALL PAGES OF THE TENDER DOCUMENTS INCLUDING ANNEXURES TO THE TENDER SHALL BE SIGNED & STAMPED & UPLOADED.**

Our bankers are:

- i)
- ii)

Yours faithfully,

**Signature of Bidder**

(By the authorized signatory of the  
Lead firm with Board resolution  
Reference and common seal of company)

*Note: A copy of Power of Attorney or Board Resolution for authority imparted for signing tender document shall be enclosed with Technical Bid.*

### **General Terms & Conditions of the Tender**

1. The successful Bidder's responsibility under this contract is to commence the work within seven days from the DATE OF ISSUE of the Letter of Intent (LOI)/ Work Order by Bank. The Successful bidder shall submit the unconditional acceptance within the stipulated timeframe mentioned in the said order. The Successful Bidder is required to execute an agreement in the prescribed form, on a non – **judicial stamp paper of adequate value with 15 days** from the DATE OF ISSUE of LOI/ Work Order. The Contract /Agreement shall be signed by a person duly authorized / empowered by the Successful bidder/ Bidder. The Bidder shall pay for all stamp duty and legal charges and incidental expenses, if any.

2. The Bidder is expected to quote rate after careful analysis of cost involved considering all specification and conditions of the contract. In case, **if it is noticed that the rates quoted by the bidder are unusually high or unusually low, it is sufficient ground for Bank to reject such bid unless the reasonableness of the rates is convincing.**

3. The General Conditions of the contract shall form the part of the Tender specifications. All the pages of the tender document should be signed by the authorized representative of the bidder.

4. The Bidder is required to study the tender document carefully. Any submission in tender shall always be deemed to have been done after careful study and examination of the tender documents and with the full understanding of the implications thereof. In case Bidder have any doubt about the tender document, specification and found any discrepancies or omission in the scope of work etc., Bidder shall at once, contact the authority inviting the tender well in time viz., during the pre-bid meeting for clarification before submission of the tender document. The specification and terms & conditions shall be deemed to have been accepted by the bidder in his offer.

5. The bidder shall provide minimum one-day duty off once in a week for the employees working in shifts and shall provide relievers for the employees on off duty / sick / leave. However, in case of exigencies, the bidder shall provide services beyond above mentioned hours to all the location as mentioned as mentioned in tender.

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

**7. Errors, Omissions & Discrepancies:** In case of discrepancy between written description of an item in Bill of Quantities and corresponding technical specification, the former shall be adopted. In case of difference between rates written in figures and words, the rate in words prevail. Between the duplicate/subsequent copies of the tender, the original tender shall be taken as correct. The Bidder should not change or modify or delete the description of the item. If any discrepancy is observed it should immediately bring to the knowledge of the Bank.

**8. Bank Guarantees** shall be from Scheduled Banks under The Banking Regulation Act 1949/ The Companies Act, 1956/ The Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970 only. It is the responsibility of the Bidder to get the Bank Guarantees revalidated/extended for the required period as advised by Bank. Bank shall not responsible to issue any reminders on expiry of the Bank Guarantees. In case Bank Guarantees are not extended before the expiry date, Bank reserves the right to invoke the same by informing the concerned Bank in writing, without any advance notice/ communication to the concerned Bidders/ Bidders. Bidder to note that any corrections to Bank Guarantee shall be done by the issuing Bank only through and amendment in an appropriate non-judicial stamp paper. The original Bank Guarantee may

be sent directly by the Bank to Bank of Maharashtra, Bank of Maharashtra Patna Zonal Office at N.P. Tower, 2<sup>nd</sup> Floor, Near Colony More, Kankarbagh Main Road, Patna underregistered post (Acknowledgement Due), addressed to the Deputy Zonal Manager, Bank of Maharashtra, Zonal Office, 2<sup>nd</sup> Floor, N.P. Tower, Near Colony More, Kankarbagh Main Road, Patna-800020.

9. Conditional bids, unsolicited bids, bids which are incomplete or not in the form specified herein or defective or have materially altered or not in accordance with the tender conditions, specifications etc. are liable to be rejected. Bid is liable to be rejected in case of unsatisfactory performance of the Bidder with Bank or Bidder does not comply with the latest guidelines of Ministry/ Commissions of Govt. or Govt. of India or local authentication in Patna. Bank reserve the right to reject /cancel the work order issued to a Bidder in case it is observed that he may not be in position to execute this job as per the required schedule.

10. If a bidder, who is a proprietor and expires after submission of his offer or after acceptance of his bid, Bank may at its discretion, cancel such tender and similarly, if a partner of a firm expires after submission of his tender or after acceptance of his tender, Bank may then cancel such tender at its discretion, unless the firm retains its character.

11. The successful Bidder should not sub-contract part or complete work detailed in the tender specification undertaken by him.

12. If the Bidder gives wrong information in his tender, Bank reserve the right to reject such tender at any stage or to cancel the contract, if awarded and may forfeit the EMD / any other due.

13. Canvassing in any form in connection with the bid submitted by the Bidder shall make his offer liable to rejection.

14. In case the proprietor, Partner or Director of the Company / Firm submitting the Tender, has any relation with any person employed in Bank, the authority inviting the Tender shall be informed of the fact as per the specified format as relevant annexure attached along with offer. If at any stage of tendering process or later during the currency of the contract, it comes to the notice of Bank that the Bidder has any relationship with any of staff employed with Bank and same is not reported to Bank by the Bidder, such bid / contract shall be liable to be rejected and EMD of such Bidder shall be forfeited.

15. Bank shall not be liable for any expenses incurred by the Bidder in preparation of the tender irrespective of whether the tender is accepted or not.

16. The contract shall be governed by the law for the time being in force in India. The civil court having original civil jurisdiction at **Patna** shall have an exclusive jurisdiction in regard to claims in respect of the contract. No other civil court shall have jurisdiction in case of any dispute, under this contract.

17. Any notice to be given to the Bidder under the terms of the contract shall be served by sending the same by registered post/ speed post/ E-mail to or leaving the same at the Bidder's last known address of the principal place of business. In case of change of address, the notice shall be served at change address as notified in writing by the Bidder to Bank. Such posting or leaving of the notice shall be deemed to be good service of such notice and the time mentioned to the condition for doing any act after notice shall be reckoned from the date so mentioned in such notice. Any notice to be given to Bank under the terms of Contract shall be served by sending the same by post.

18. No space belonging to Bank shall be occupied by the Bidder without written permission of Bank.

19. Bank reserve the followings rights in respect of this contract during the original contract period or its extension if any :-

- a. To terminate the contract without assigning any reason whatsoever.
- b. To effect recovery from any amounts due to the Bidder under this or any contract or in any other forms, the moneys Bank is statutorily forced to pay to anybody due to Bidder's failure to fulfill any of his obligations. Bank shall levy overheads of 5% on all such payments.
- c. To get any part of the work done through other Bidder or deploy Bank's own/ hired or otherwise arranged resources , at the risk and cost of the Bidder after giving due notice period of one month to the Bidder in the event of :-
  - i. Bidder's continuous poor progress.
  - ii. Withdrawal from or abandonment of the work before completion of the work.
  - iii. Poor Quality of work.
  - iv. Any Corrupt act of the Bidder.
  - v. Bidder's inability to complete the work as stipulated in the contract.
  - vi. Insolvency of the Bidder.
  - vii. persistent disregard to the instructions of Bank.
  - viii. Assignment, transfer, sub-letting of contract with Bank's written permission.
  - ix. Non fulfillment of any contractual obligations.
  - x. In the opinion of Bank, the Bidder is overloaded and is not in a position to execute job as per the schedule.
  - xi. If at any stage during contract period, any complex issue arises as a result of major shift in Central/ State Govt. Rules / Regulations notifications and solution to such issue is not rendered herein or such issues which do not find stable solution for the contractual period within terms & conditions of the Tender/ Contract Agreement, Bank shall have the right to terminate the contract.

20. The Bidder shall fully indemnify Bank against any claims of whatsoever nature arising due to the failure of the Bidder in discharging any of his responsibilities. The following are the responsibilities of the Bidder in respect of observance of local laws, employment of personnel, payment of taxes etc.

The Bidder at all times during the continuance of this contract shall, in all his dealings with local labour for the time being employed on or in connection with the work, have due regard to all local festivals and religious and other customs.

The Bidder shall comply with all applicable State and Central Laws, Statutory Rules, Regulations etc. such as Payment of Wages Act, 1936, Minimum Wages Act, 1948, Workmen Compensation Act, 1923, Employer's Liability Act, 1938, Employers Provident Act and Miscellaneous Provisions Act, 1954. EPF, Employees State Insurance Act/Scheme, 1948 (ESI), Contract Labour (Regulation and Abolition) Act

1970 Central Rules, 1971/Industrial Disputes Act, 1947 and Central Rules 1957, Payment of Bonus & Gratuity Act and other Acts, Rules and Regulations for labour as may be enacted by the Government during the tenure of the Contract and having force or jurisdiction at Site. The Bidder shall also give to the local governing body, police and other relevant authorities all such notices/information as may be required by the law.

21. The Bidder shall obtain independent License under the Contract Labour (Regulations and Abolition Act) 1970 as required from the concerned Authorities based on the certificate (Form-V) issued by the Principal Employer/Customer, if applicable.

The Bidder shall pay all taxes, fees, license charges, deposits, tolls, royalties, commission or other charges which may be liable on account of his operations in executing the contract. However, GST will be paid extra as applicable.

The bidder shall be responsible for provision of Health and Sanitary arrangements (more particularly described in Contract Labour Regulation & Abolition Act), Safety precautions etc. as may be required for safe and satisfactory execution of contract.

The Bidder shall be responsible for proper accommodation including adequate medical facilities for personnel employed by him.

The Bidder shall ensure that no damage is caused to any person/property of other parties working at site. If any such damage is caused, it is responsibility of the Bidder to make good the losses or compensate for the same.

The Bidder shall arrange, coordinate his work in such a manner as to cause no hindrance to other agencies working in the same premises.

All safety rules and codes applied by the Bank at site shall be observed by the Bidder without exception. The Bidder shall be responsible for the safety of the equipment/material and works to be performed by him and shall maintain all light, fencing guards, slings etc. or other protection necessary for the purpose. Bidder shall also take such additional precautions as may be indicated from time to time by the Bank's Engineer with a view to prevent pilferage, accidents, fire hazards. Due precautions shall be taken against fire hazards and atmospheric conditions. Suitable number of Clerical staff, watch and ward, store keepers to take care of equipment/materials and construction tools and tackles shall be posted at site by the Bidder till the completion of work under this contract.

The contractor shall arrange for such safety devices as are necessary for such type of work and carry out requisite site tests of handling equipment, lifting tools, tackles etc. as per prescribed standards and practices.

The Bidder will be directly responsible for payment of wages to his workmen. A pay roll sheet having details of all the payments given to the workers duly signed by the Bidder's representative should be furnished to Bank.

The Bidder shall ensure hassle-free services to Bank at all times. All complaints have to be attended to in minimum agreed time as per industry norms/practice, failing which, Bank will be at liberty to get the work done on its own/another Bidder and to recover the costs incurred from running bills/security deposits of the bidder.

**22. Insurance :** It is the sole responsibility of the Bidder to insure his materials, equipment, workmen, etc. against accidents and injury while at work and to pay compensation, if any, to workmen as per Workmen's compensation Act. The work shall be carried out in protected area and all the rules and regulations of the Bank in the area of project which are in force from time to time will have to be followed by the Bidder. If due to negligence and or non-observation of safety and other precautions by the contractors, any accident/injury occurs to the property/manpower belonging to third party, the Bidder shall have to pay necessary compensation and other expense. Bank will not be responsible for any injury/death caused to the employees provided by Bidder at workplace. It will be the responsibility of Bidder to abide with all the provisions of the Workmen Compensation Act, 1923 and no compensation, whatsoever shall be paid by Bank in this regard. The workforce deployed by the Bidder should be adequately covered under Personal Accident Insurance Plan and proof will be submitted with Bank by the Bidder. The Bidder will take necessary precautions and due care to protect the material while in his custody from any damage/loss due to theft or otherwise till the same is taken over by Bank. The Bidder will submit necessary documents for lodging/processing of insurance claim. Bank will recover the loss from the Bidder, in case the damage/loss/theft has taken place due to negligence on the part of the Bidder or its staff. In case of any theft of material under Bidder's custody, matter shall be reported to Police by the Bidder immediately and copy of FIR and subsequently Police investigation report shall be submitted to Bank for

taking up with insurance authorities. However, this will not relieve the Bidder of his contractual obligation for the material in his custody.

23. The payment shall be released on monthly basis after the close of each month against the invoice provided by the Bidder. The monthly bill for the above said contract shall be submitted by the Bidder by 7th of following month and payment shall be released upon satisfactory performance after adjusting any cost borne by Bank due to any reason/damages caused by the Bidder or his employees, down time etc., as applicable. Income tax and other taxes and surcharge at source, as applicable will be deducted from your payments at the prevailing rates. The payment shall be made on submission of the following documents:

Certificates with regard to payment made to staff deployed at Bank in accordance with the latest Minimum Rates of Wages as fixed from time to time as per relevant Government Guidelines whichever is applicable. The Bidder shall furnish photocopies of monthly Wages Payment Sheet duly signed by individual employees along-with bills. Payment shall be directly remitted in Bank A/C of the workers as per latest guidelines of the Labour Department.

Photo copies of Bank Challans of previous month for the amount deposited in the bank for ESI and PF along with Compliance certificate.

The Bidder will furnish every month a certificate along-with bill to the effect that all statutory obligation/ requirements have been complied with in regard to wages, contribution to PF/ ESI/ Gratuity etc to their staff and Bank will not assume any responsibility thereto.

24. This being a pure works contract, the personnel engaged and deployed by the Bidder at Bank Office Premises will be in no way be deemed as working under the employment of Bank and there shall exist no employer-employee relationship between Bank and the Bidder or his personnel deployed by him. It is expressly understood that there shall be no legal relationship of whatsoever nature subsists between Bank and such personnel employed by the Bidder.

25. Bank will not be responsible for any lapse on the part of the Bidder in enforcing of provisions of any statutory compliance (s). The Bidder shall be solely liable for any dispute that might arise in any matter in future for violation/non-compliance of Labour Laws/regulations and Bank will have no responsibility, whatsoever. Receipt of any complaints on this ground shall be viewed seriously.

The Bidder or his personnel shall have nothing to do with Bank either in respect of Wages/salary or such other statutory benefits or compensation etc. under the Labour Laws and other related Laws in force or introduced at any time during the currency of the Contract by the State/Central Government. The Bidder shall obtain an appropriate/adequate Policy i.e. Bidder All Risks (CAR) Policy so as to meet any obligation in any eventuality.

The employee of the Bidder will ensure strict discipline and behavior and diligent performance of their duties most befitting to the décor of the most modern mechanized building of Bank and they shall not in any manner cause any interference, annoyance, nuisance etc. to Bank staff or its business or working or tenants and will be liable for immediately replacing/relocating the individual employee if the services rendered by him are not found to be satisfactory. The employees of the Bidder, while on duty/in Bank's premises shall carry identity card provided by the Bidder.

The Bidder will have to pay at-least minimum rates of wages, circulated from time to time by Govt. of India under the Minimum wages Act, to the personnel deployed by him at workplace. Payment to the workers shall be paid directly in their bank account through Bank as per latest guidelines of Labour Department. Bank shall not in any way be responsible for making payment of wages to the personnel deployed.



26. The Bidder shall be liable for indemnifying Bank from any liability on account of his employees and/or meeting any Statutory Obligations required under labour Laws of the Central/State Government(s). Bank will therefore not assume any responsibility thereto.

27. Thorough checking of employees of the Bidder during entry/exit shall be done by security staff of Bank.

28. After completion of the contract, if the said work is awarded to another Bidder/firm/Bidder, smooth handing over of entire system is to be done within 30 days in good working condition to next selected Bidder. During the process of Handing Over- Taking Over, if any fault is observed by Bank/new Bidder, the same should be rectified within 30 days period. If the defect is not rectified within 30 days then Bank shall be at liberty to deduct 0.5% of the contract value per week or part thereof delay up-to a maximum of further 2 months from Bidder pending bills/EMD/BG. Thereafter, Bank shall be free to get the work done through another Bidder/firm and payment shall be recovered from Bidder's balance payments/security deposit and Bidder will have no objection to the same.

29. The Bidder will be fully responsible for all disputes and other issues connected with his labourers. In the event of the Bidder's labour resorting to strike or the Bidder resorting to lockout and if the strike or lockout is not settled within a period of one month, Bank shall have the right to get the work executed through any other agencies and the cost so incurred by Bank shall be deducted from the Bidder's bills/security deposits. Further, Bank reserves the right to terminate the contract in case of any strike/lockout of the Bidder.

**30. Arbitration Clause :**

*All disputes and differences of any kind whatsoever arising out of or in connection shall be settled amicably informal negotiation between both the parties. In case of non- settlement, the higher authorities of both the parties will intervene and negotiate amicably. However, in case of non-settlement of such dispute, the matter shall be referred for Arbitration to Sole Arbitrator. However, in case of non-consensus on sole arbitrator within 15 days, each party will appoint one Arbitrator. The two arbitrators appointed by the parties shall appoint a third arbitrator who will act as the chairman of the proceedings. The Award of the Arbitrator shall be Final and binding on the parties. The Arbitration and Conciliation Act 1996 or any modification thereof shall apply to the arbitration proceedings. The venue of the arbitration shall be at Patna. The expenses will be borne by the parties in equal proportion. Language of the Arbitration shall be in English.*

*Notwithstanding the existence of the dispute and/or the commencement of arbitration proceedings, the Bidder should continue to provide services to the Bank as per the contract till alternative arrangements are made*

**31. CONTRACT PERIOD:** Initially the work will be awarded to the lowest bidder (L1) **for one year and contract may berenewed for further period upto 03 years at Bank's discretion** on basis of performance of the selected bidder/bidder. All terms and conditions & rates shall remain same in the 2<sup>nd</sup>, 3<sup>rd</sup> & 4<sup>th</sup> year, if extended. In case performance is not satisfactory, the Bank will terminate the contract by giving **01-month** notice to the selected bidder and impose the penalty as deemed fit by the Bank.

**32. "Indemnity":**

THE BIDDER 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 BIDDER to the Bank or its property.

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

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

### **33. Termination of Contract:**

- a) This agreement shall stand automatically terminated immediately on expiry of the term of ..... year hereby reserved unless terminated sooner as per the provisions of these presents or renewed by a fresh contract for a further terms by the bank in its sole discretion.
- b) The bank reserves the right to terminate the contract with the Bidder before the expiry of the term hereby reserved with 30 day's prior notice, on happening of anyone or more of the following:
  - i. On failure of Bidder to comply with any of the provisions of this agreement
  - ii. In case of breach of any of the terms and conditions hereunder appearing
  - iii. On failure of Bidder to comply with any of the legitimate directions/ instructions given by the bank to carry out the obligations hereunder in proper manner and in a manner which is beneficial to the bank]
  - iv. If it found that any of the representations and warranties made by the Bidder for securing the empanelment are false and misleading
  - v. On the Bidder becoming insolvent.
  - vi. If the Bank apprehends that the acts of the Bidder are likely to put the Bank in loss
  - vii. If the Bidder is in any way involved in a crime or fraud or does any act which may tarnish the image of the Bank.

The decision taken by the bank in this regard shall be final and binding on the Bidder.

- a. The Bidder undertakes to immediately surrender all the documents/ materials received from bank and/or proposed applicants in the event of pre-mature termination/expiry of this agreement.

### **Effect of Termination**

The bidder agrees that after completion of the Term or upon earlier termination of the assignment the bidder shall, if required by the Bank, continue to provide facility to the Bank at no less favorable terms than those contained in this tender document. Unless mutually agreed, the rates shall remain firm.

The Bank shall make such prorated payment for services rendered by the bidder and accepted by the Bank at the sole discretion of the Bank in the event of termination, provided that the bidder is in compliance with its obligations till such date. However, no payment for "costs incurred, or irrevocably committed to, up to the effective date of such termination" will be admissible. There shall be no termination compensation payable to the bidder.

Termination shall not absolve the liability of the Bank to make payments of undisputed amounts to the bidder for services rendered till the effective date of termination. Termination shall be without prejudice to any other rights or remedies a party may be entitled to hereunder or at law

and shall not affect any accrued rights or liabilities of either party nor the coming into force or continuation in force of any provision hereof which is expressly intended to come into force or continue in force on or after such termination.

The bidder agrees that it shall not be relieved of its obligations under the reverse transition mechanism notwithstanding the termination of the assignment. Same terms (including payment terms) which were applicable during the term of the contract should be applicable for reverse transition services.

### **Indemnity**

The Bidder shall indemnify and keep the bank indemnified against any claims, loss or damages, actions, costs (including reasonable attorneys' fees) charges and expenses whatsoever which may be brought or made against or sustained or incurred by the bank (and whether paid by the Bank or not) or which the bank becomes liable under or in respect of or incidental to or relating to the Selection of Bidder for providing CLEANING & HOUSEKEEPING SERVICES at Zonal Office of Bank of Maharashtra and various other Bank's location within Bihar State under this agreement.

The Bidder further agrees to indemnify and keep the Bank indemnified against any loss or damages to be sustained by Bank with regard to the liability that may arise out of the functions performed by the Bidder as mentioned in the "scope of work" hereinabove appearing.

### **Cancellation of Contract and Compensation**

The Bank reserves the right to cancel the contract of the selected bidder and recover expenditure incurred by the Bank on the following circumstances:

- The selected bidder commits a breach of any of the terms and conditions of the bid/contract.
- The bidder goes into liquidation voluntarily or otherwise.
- An attachment is levied or continues to be levied for a period of 7 days upon effects of the bid.
- The progress regarding execution of the contract, made by the selected bidder is found to be unsatisfactory.
- If deductions on account of liquidated Damages exceeds more than 10% of the total contract price.

After the award of the contract, if the selected bidder does not perform satisfactorily or delays execution of the contract, the Bank reserves the right to get the balance contract executed by another party of its choice by giving one month's notice for the same. In this event, the selected bidder is bound to make good the additional expenditure, which the Bank may have to incur to carry out bidding process for the execution of the balance of the contract. This clause is applicable, if for any reason, the contract is cancelled.

The Bank reserves the right to recover any dues payable by the selected bidder from any amount outstanding to the credit of the selected bidder, including the pending bills and/or invoking Bank Guarantee, if any, under this contract or any other contract/order.

### **Corrupt & Fraudulent Practices**

As per Central Vigilance Commission (CVC) directives, it is required that Bidders / Suppliers / Bidders 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."

#### **34. Blacklisting of Bidder:**

**During Bidding Process:** Bidder has to provide genuine and correct information while filling tender document. Any document which are attached with this tender shall be genuine and shall be self-attested. If during scrutiny of Bids or during due diligence any incorrect/ wrong/ fake /forged / spurious document or information is found then Bank will put the respective Bidder in Blacklist. The information of the same will be submitted to IBA and other agencies. The Bidder will be barred from any participation of tender process in the Bank for 02 years.

**After Award of Work:** If any information/document submitted by the successful Bidder is found incorrect/ wrong/ fake /forged / spurious, then Bank shall terminate the contract and Blacklist the Bidder 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. Also, if Bidder leaves the assigned work before completion of project without proper justification and approval from Bank, then Bank may initiate the process of Blacklisting as mentioned above. The reasons for foreclosure of consulting work shall be justifiable/acceptable to the Bank.

#### **35. 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, act of God or governmental act, political instability, epidemic, pandemic, flood, fire, explosion, accident, civil commotion, war, computer viruses, industrial dispute, labour unrest and any other occurrence of the kind listed above, which is not reasonably within the control of the affected party.

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."

**36. Copyright / Proprietary Right:** The Bidder hereby agree that the fee to be paid as provided in this agreement will be in full and final for functions to be performed by him and no claim

whatsoever shall be made against the Bank as well as owner in respect of any part relating to the plans, drawings and other documents submitted by Bidder. The drawings, design, plan; related details prepared and acquired by the Bidder for the work entrusted to him under this agreement will become the property of the Bank and /or owner. The drawings, design, plan and related details cannot be issued to any other person, firm or authority or used by the Bidder for any other project without prior permission of the Bank and/or owner. However, the drawings and drawings and design can be utilized by the Bank and/ or owner for other works and Bidder shall not have any objection whatsoever.

**37. Non-Disclosure Agreement:**

It is hereby agreed that THE Bidder in this agreement hereby agree as follows. THE BIDDER shall hold all information about this Agreement as well as tender document and / or information gathered about the Bank through this process in strict confidence with the same degree of care with which THE Bidder protects its own confidential and proprietary information. THE Bidder shall restrict disclosure of the information solely to its employees, agents and Sub-Bidders on a need to know basis advise those persons of their obligations hereunder with respect to such Information. To use the information only as needed for the purpose solely related for the purpose of this Agreement. Except for the purpose of execution of this Agreement, not disclose or otherwise provide such information or knowingly allow anyone else to disclose or otherwise provide such information. Any information considered sensitive must be protected by THE Bidder from unauthorized discloser or access. Any information, Photographs, drawings relating to the Electrical Maintenance work must be protected by THE Bidder from unauthorized disclosure or access.

**38. Conflict of Interest:**

Bidder shall not have a conflict of interest (the "Conflict of Interest") that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification the Bank shall be entitled to forfeit and appropriate the EMD or Performance Security Deposit, as the case may be, as mutually agreed upon genuine estimated loss and damage likely to be suffered and incurred by the Bank and not by way of penalty for, inter alia, the time, cost and effort of the Bank, including consideration of such Bidder's proposal (the "Damages"), without prejudice to any other right or remedy that may be available to the Bank under the Bidding Documents and/ or the Concession Agreement or otherwise. Without limiting the generality of the above, a Bidder shall be deemed to have a Conflict of Interest affecting the Bidding Process, if: the Bidder, its Member or Associate (or any constituent thereof) and any other Bidder, its Member or any Associate thereof (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of a Bidder, its Member or an Associate thereof (or any shareholder thereof having a shareholding of more than 5% (five per cent) of the paid up and subscribed share capital of such Bidder, Member or Associate, as the case may be) in the other Bidder, its Member or Associate, has less than 5% (five per cent) of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in section 4A of the Companies Act, 1956. For the purposes of this Clause, indirect shareholding held through one or more intermediate persons shall be computed as follows: where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the "Subject

Person") shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and  
subject always to sub-clause (i) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this subclause if the shareholding of such person in the intermediary is less than 26% of the subscribed and paid up equity shareholding of such intermediary; or (b) a constituent of such Bidder is also a constituent of another Bidder; or  
such Bidder, its Member or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, its Member or Associate, or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder, its Member or any Associate thereof; or  
such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or  
such Bidder, or any Associate thereof, has a relationship with another Bidder, or any Associate thereof, directly or through common third party/ parties, that puts either or both of them in a position to have access to each others' information about, or to influence the Bid of either or each other; or  
such Bidder or any Associate thereof has participated as a Bidder to the Bank in the preparation of any documents, design or technical specifications of the Project.

**39. Relationship between parties:** This RFP/tender document is on a Principal to Principal basis and does not create any employer - employee relationship. Nothing contained in this RFP or any subsequent agreement or otherwise shall be deemed to create any partnership, joint venture, employment or relationship of principal and agent, or master and servant between the parties hereto or any of their respective employees, affiliates, subsidiaries, related business entities, agents, bidders or sub bidders or to provide either party with any right, power or authority, whether express or implied, to create any duty or obligation on behalf of the other party.

**40. Non-solicitation Clause:**

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

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

**41. Limitation of Liability:**

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

Bidder's liability in case of claims against the Bank resulting from Misconduct or Negligence of bidder, its employees and Sub bidders or from infringement of patents, trademarks, copyrights

or such other Intellectual Property Rights or breach of confidentiality obligations shall be unlimited.

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

"Negligence" means an indifference to, and a blatant violation of a legal duty with respect to the rights of the others, being a conscious and voluntary disregard of the need to use reasonable care, which is likely to cause foreseeable grave injury or harm to persons, property, or both. Gross negligence involves conduct that is extreme, when compared with ordinary negligence. A mere failure to exercise reasonable care shall not be a Gross negligence.

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

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

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

#### **42. Protection of Reputation:**

It is agreed between the parties that Bank, being in service industry, its reputation, goodwill and positive brand image is of prime importance. Bank has a right to impose penalty for the reputational loss on account of business disruption if Bidder fails to perform its obligations in the best possible manner and/ or fails to maintain quality of service. The amount of penalty will be assessed by the Bank in the manner as it deems fit and the said amount can be deducted from the amount payable to the company against its services. Bidder undertakes and agrees to indemnify the Bank against such losses suffered. Reoccurrence of such incidence may lead to termination of contract by the Bank without any further notice.

#### **43. Representation and Warranties: Bidder warrant and represent that:**

(a) It has full power and authority to enter into this Agreement;  
It shall be responsible for its corporate and personnel taxes if any, and shall indemnify and hold harmless Bank for any liability in this connection;

It has the requisite experience and expertise, resources, infrastructure, qualified manpower and other requisite resources to provide the services as desired by the Bank.

Its execution of this Agreement and its performance of its obligations hereunder will not conflict with, cause a default under, or constitute a breach of any agreement with a third party;

It shall ensure compliance of all applicable laws and regulations in the performance of the Services under this Agreement;

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

It shall observe the best service quality standards and ensure that it renders its obligations to the satisfaction of the Bank.

It shall meet the various deadlines and standards as mutually agreed

It shall discuss and review its progress, as and when required by the Bank.

It shall maintain utmost confidentiality of the Confidential Information

#### **44. Notice Clause:**

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

party to be notified at the below address as such party may designate upon reasonable notice to the other party:

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

**45. Waiver:**

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

**46. Compliance of Applicable laws:**

The bidder shall undertake to observe, adhere to, abide by, comply with and notify Bank about all laws in force or as are or as made applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards them and all purposes of this tender and shall indemnify, keep indemnified, hold harmless, defend and protect Bank and its employees/officers/staff/ personnel/representatives/agents from any failure or omission on its part to do so and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from.

Compliance in obtaining approvals/permissions/licenses: The bidder shall promptly and timely obtain all such consents, permissions, approvals, licenses, etc., as may be necessary or required for any of the purposes of this project or for the conduct of their own business under any applicable Law, Government Regulation/Guidelines and shall keep the same valid and in force during the term of the project, and in the event of any failure or omission to do so, shall indemnify, keep indemnified, hold harmless, defend, protect and fully compensate the Bank and its employees/ officers/ staff/ personnel/ representatives/agents from and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from and the Bank will give notice of any such claim or demand of liability within reasonable time to the bidder.

This indemnification is only a remedy for Bank. The bidder is not absolved from its responsibility of complying with the statutory obligations as specified above. Indemnity would be limited to court awarded damages and shall exclude indirect, consequential and incidental damages. However, indemnity would cover damages, loss or liabilities suffered by Bank arising out of claims made by its customers and/or regulatory authorities.

47. Certificates with regard to payment made to staff deployed at Bank in accordance with the latest Minimum Rates of Wages as fixed from time to time as per the State Govt. Bihar, Patna Administration or the Central Govt. whichever is applicable. The Bidder shall furnish photocopies of monthly Wages Payment Sheet duly signed by individual employees along-with bills. Payment shall be directly remitted in Bank A/C of the workers as per latest guidelines of the Labour Department. The Bidder shall duly comply in all respects, with the provisions of all statutes, rules and regulations applicable to it and/or its employees including but not limited to the Minimum Wages Act, Employees Provident Fund and Miscellaneous Provisions Act, Employees State Insurance Act, Payment of Bonus Act, Contract Labour (Regulation & Abolition) Act or other statutory rules, regulations, byelaws as applicable or which become applicable in future.



That the payments made to the Bidder's employees or otherwise, under statutory obligations, on behalf of the Bidder, shall be liable to be adjusted /recoverable from the payments accrued to the Bidder.

Payment towards Bonus and Gratuity to employees deployed at our premises as and when it becomes due/on expiry of agreement/on termination of agreement whichever is earlier.

Bank will not be responsible for any overtime (OT) or extra payments to the personnel deployed by the Bidder for any reason whatsoever. The above services are required on monthly job basis. The Bidder shall deploy adequate number of personnel as stipulated in the tender document in suitable shift duties. Providing relievers or payment/OT in lieu of weekly off or Gazetted Holidays or leave to personnel deployed at Bank of Maharashtra Zonal Office Patna premises and at various other Bank's locations within state of Bihar, will be the responsibility of the Bidder without any extra payment by Bank. The Bidder shall consider all the charges including relieving charges/service charges/ material charges/administrative charges etc. while quoting the offer.

48. One worker shall be deployed in each shift 24/7. The bidder shall provide minimum one-day duty off once in a week for the employees working in shifts and shall provide relievers for the employees on off duty / sick / leave. However, in case of exigencies, the bidder shall provide services beyond above mentioned hours.

49. The Bidder has to provide proper uniform with his organization's name/logo, shoe, raincoat, umbrella and I-card etc. to the manpower deployed at Bank.

50. Spares will be provided by the Bank in consultation with Bidder. However, the Bidder shall maintain adequate stock of frequently required spares/ consumables for rectification works so as to ensure that the faults are rectified immediately without any down-time. It shall be the responsibility of the Bidder to provide special tools, always in readiness, so that break downs are attended immediately on their occurrence. All routine, preventive maintenance, overhauling, breakdown maintenance etc. are included in the 'Scope of Work'.

### ELIGIBILITY CRITERIA

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

1. Bidder should have valid Registration of PAN, GST, ESI, PF, & registered office in Patna.
2. Only those bidders who have at least **5 years** of active experience shall participate in subject tender. This is eligibility criteria for tender submission. Actual experience will have scoring as mentioned in Technical Evaluation.
3. Bidder must have valid **labour license**.
4. The bidder should have average annual turnover of more than Rs. **300 lakhs** during the last three financial years i.e. FY 2020-21, 2021-22 & 2022-23. Also projected / provisional for FY 2023-24 be submitted. (Valid CA certificate to be enclosed)
5. The bidder should be a profitable Bidder & should have shown the **profits** in each of last three financial years i. e. FY 2020-21, 2021-22 & 2022-23 (Valid CA certificate to be enclosed)
6. The bidder should have successfully executed minimum single work of similar type having project value of Rs. **208 lakhs** during last three years (Proof of the same should be submitted for having successfully completed the work) **OR**
7. The bidder should have successfully executed minimum two works of similar type having project value of **130 lakhs** during last three years (Proof of the same should be submitted for having successfully completed the work) **OR**
8. The bidder should have successfully executed minimum three works of similar type having project value of **104 lakhs** during last three years (Proof of the same should be submitted)
9. The bidder should not have been blacklisted by any PSU Bank or enterprise /Private Bank/NBFC/Co-operative Bank/Govt. department during last 05 years. A written undertaking has to be given by the bidder. **A written undertaking has to be given by the bidder on their letter head.**
10. **Similar work would mean** carrying out housekeeping activities for Government banks (PSB)/ other Government institutions/ Semi Government/ Government autonomous bodies/PSUs/Prime institutions of commercial activities/factories/institutional premises **Bidder to enclose work satisfaction letter from respective clients.**
11. **Work experience Certificate:** Bidder shall submit the Work Experience Certificates for above Sr No.6/7/8 mentioning the scope of work of related activities. It should be accompanied work orders, invoices from the competent authority of client and should be supported by relevant proofs.

**TECHNICAL EVALUATION OF BIDDERS**

<b>PROFORMA 1</b>				
<b>Technical Evaluation of Bidders</b>				
<b>S No.</b>	<b>Description</b>	<b>Marks</b>	<b>Self Assessment by Bidder</b>	<b>Banks Assessment</b>
<b>1</b>	<p><b>Work Experience(TIME):</b>                      Experience of conducting Similar Works for the last                      A) More than 10 year = 20 Marks                      B) More than 5 but less than 10 years = 10 Marks</p> <p>Proof of establishment, related work orders, experience certificate to be submitted.</p>	<b>20</b>		
<b>2</b>	<p><b>Work Experience (TECHNICAL):</b>                      The Total Strength of Manpower (on roll) of bidder/ Bidder for providing Housekeeping services                      A)above 100 Person = 20 marks                      B) above 50 to 100person = 15 marks                      c) above 25 to 50 person = 10 marks                      D) below 25 person = 5 marks</p> <p>(it should be supported by proper documentary proof)</p>	<b>20</b>		
<b>3</b>	<p><b>Manpower deployed at a single point / institute:</b>                      Above 50 = 20 marks                      25 to 50 = 15 marks                      Below 25 = 5 marks</p> <p>(Proof to be submitted) Works under single work order will only be considered as single work. Distributed capacity of works completed under multiple work orders will not be considered.</p>	<b>20</b>		
<b>4</b>	<p><b>Nature of institute where Housekeeping services rendered</b>                      A) Government Institutes /PSU Banks = 20 marks                      B) Private Leading Banks = 15 marks.                      C) Large Corporates / MNC = 10 marks                      D) Small enterprises = 5 marks.                      (relevant proof should be submitted)</p>	<b>20</b>		
<b>5</b>	<b>Customer feedback &amp; reference from bidders existing clients</b>	<b>10</b>		
<b>6</b>	<b>Registered Office in Patna</b>	<b>10</b>		
	<b>Total Marks</b>	<b>100</b>		
<p><b>** Note : Committee will have sole right for assessment based on submitted documents.</b></p> <ul style="list-style-type: none"> <li>➤ The minimum qualifying score is 70 in technical scrutiny.</li> <li>➤ The price bid will be opened for only those bidders who qualify in technical scrutiny.</li> <li>➤ The bidder will be selected as per procedure</li> </ul>				

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

**PROFORMA 3**

**Financial Performance of Bidder**

<b>S No.</b>	<b>Description</b>	<b>FY 20-21</b>	<b>FY 21-22</b>	<b>FY 22-23</b>	<b>Average annual turnover</b>	<b>Estimated Turnover (FY 2023-24)</b>
(i)	Gross Annual turnover					
(ii)	Profit/Loss					
Seal						
Signature of Applicant						
Financial Analysis: Details to be furnished duly supported by figures in Balance Sheet/Profit & Loss Account for the last three years duly certified by the Chartered Accountant, as submitted by the applicant to the Income Tax Department (certified copies to be attached)						

**PROFORMA 5**

**CLIENT INFORMATION**

<b>Sr. No</b>	<b>Name and Address of the client</b>	<b>Short description of work</b>	<b>Value of Work executed</b>	<b>Period of contract</b>	<b>Copy of work order &amp; completion certificate</b>	<b>Any other information</b>
1						
2						
3						
4						
5						

## ARTICLES OF AGREEMENT (SERVICE LEVEL AGREEMENT)

### SERVICE LEVEL AGREEMENT FOR "PROVIDING CLEANING & HOUSEKEEPING SERVICES FOR ZONAL OFFICE PATNA AND AT VARIOUS LOCATION OF THE BANK IN BIHAR STATE "

This Agreement for "PROVIDING CLEANING & HOUSEKEEPING SERVICES FOR ZONAL OFFICE AND VARIOUS OTHER LOCATIONS OF THE BANK WITHIN BIHAR STATE" (hereinafter referred to as an "Agreement") is made at PATNA on the \_\_\_\_day of \_\_\_\_\_ 2024.

#### BY & BETWEEN

**BANK OF MAHARASHTRA.**, a body corporate constituted under the Banking Companies (Acquisition & Transfer of Undertakings) Act 1970, having its Head Office at "Lokmangal", 1501, Shivajinagar, Pune - 411005 and a Zonal Office at 2<sup>nd</sup> Floor, N.P. Tower, Near Colony More, Kankarbagh Main Road, Patna (hereinafter referred to as "the Bank" which expression shall unless repugnant to the context or meaning thereof include its successors and assigns) of the ONE PART.

#### AND

..... (Herein after called AS Bidder/ Bidder/ Bidder whose term includes its successors and assignees) who's registered office is at \_\_\_\_\_ and is registered under \_\_\_\_\_ and acting through its authorized official .....

Both "Bank" and " \_\_\_\_\_(The Bidder)" are individually referred as "Party" and collectively as "Parties"

#### WHEREAS

1. The Bank had floated a [Subject] ("tender"), for "PROVIDING CLEANING & HOUSEKEEPING SERVICES FOR ZONAL OFFICE PATNA AND AT VARIOUS LOCATION OF THE BANK IN BIHAR STATE " ("Services")
2. \_\_\_\_\_(The Bidder) was selected as successful for "PROVIDING CLEANING & HOUSEKEEPING SERVICES FOR ZONAL OFFICE PATNA AND AT VARIOUS LOCATION OF THE BANK IN BIHAR STATE".
3. \_\_\_\_\_(The Bidder) has agreed to provide the set of Services to the Bank based on its proposal and the terms & conditions as set out herein below.
4. Subject to the terms and conditions of this Agreement, the Bank hereby authorizes and permits \_\_\_\_\_(The Bidder) restrictive access to its premises or properties to provide the Services envisaged under this Agreement.
5. The Parties agree that the facilities stipulated above are without prejudice to the generality of the Bank's obligation to do all that is necessary and incidental to enable \_\_\_\_\_(The Bidder) to execute its part of the Agreement, and to fulfil its obligations set out herein.

"**Contract Documentation**" shall mean the: (i) this Agreement, (ii) the Bank's [Subject], annexures attached hereto, (iii)LOI CUM PO DATED \_\_\_\_BEARING REF NO: \_\_\_\_\_. (after awarding the contract) The said documents shall take precedence in the order set forth in this paragraph. The agreement including annexures shall take precedence in the order set forth in this paragraph.

6. The Bank is carrying on business in banking in India and desirous to avail services for "PROVIDING CLEANING & HOUSEKEEPING SERVICES FOR ZONAL OFFICE PATNA AND AT VARIOUS LOCATION OF THE BANK IN BIHAR STATE "  
And
7. \_\_\_\_\_ (The Bidder) is in business of "PROVIDING CLEANING & HOUSEKEEPING SERVICES FOR ZONAL OFFICE PATNA AND AT VARIOUS LOCATION OF THE BANK IN BIHAR STATE " and agreed to provide the services as may be required by the Bank mentioned in the [Subject] issued by the Bank along with its clarifications/ corrigendum, referred hereinafter as a "tender" and same shall be part of this Agreement.

#### **NOW THEREFORE THE PARTIES HERETO AGREE AS FOLLOWS**

##### **1. SCOPE OF WORK**

The scope and nature of the Services Which \_\_\_\_\_(The Bidder) has to provide to the Bank is specified in **Annexure I** of this tender document.

##### **2. CONTRACT OBLIGATIONS**

###### **2.1 OBLIGATIONS OF- M/S \_\_\_\_\_ (The Bidder)**

1. \_\_\_\_\_(The Bidder) shall perform the Services and carry out its obligations under the Agreement with due diligence, efficiency and economy, in accordance with generally accepted techniques and practices used in the industry and with professional standards recognized by national/ international professional bodies and shall observe sound management practices. It shall employ appropriate advanced technology and safe and effective equipment, machinery, material and methods.
2. \_\_\_\_\_(The Bidder) has the requisite technical and other competence, sufficient, suitable and experienced manpower/personnel and expertise in providing the Services to the Bank.
3. \_\_\_\_\_(The Bidder) warrants that to the best of its knowledge, Services and Deliverables provided by Service Provider to the Bank do not violate or infringe any patent, copyright, trademarks, trade secrets or other Intellectual Property Rights of any third party.
4. \_\_\_\_\_(The Bidder) shall duly intimate to the Bank immediately, the changes, if any in the constitution of \_\_\_\_\_(The Bidder).
5. \_\_\_\_\_(The Bidder) shall make all reasonable endeavors to provide the Services promptly and diligently, as provided under the terms of this Agreement. Service Provider also undertakes to make best efforts that no delays or disruption is caused in the execution or completion of the Services. Service Provider agrees that it shall cause its \_\_\_\_\_(The Bidder) Team, including the Key Personnel, Professional personnel and support personnel to adhere to the Contract plans/ scope of work and the standards.
6. \_\_\_\_\_(The Bidder) agrees and undertakes that the Key Personnel will be available for the effective implementation of the Contract.



7. \_\_\_\_\_(The Bidder) for itself and on behalf of members of the Contract Implementation Team hereby agrees to abide by the confidentiality obligations as set forth in this Agreement.

### 3.1. OBLIGATIONS of – BANK OF MAHARASHTRA

1. The Bank shall designate a competent employee or employees, preferably within senior management, to be responsible for the implementation of the Services contemplated under this Agreement and the supervision of the implementation of the Contract.
2. The Bank shall provide required consumables for housekeeping & gardening services.

### 3. TERM OF THE AGREEMENT

This Agreement shall commence from its execution date (Effective Date).

Commented [MKM1]: To be updated by DC Team

This Agreement shall be in force for a period of one years from Effective Date, unless terminated by the Bank by notice in writing in accordance with the termination clauses of this Agreement. The agreement may be renewed for further three years with same terms & conditions, if the performance is found satisfactory.

### 4. GENERAL TERMS AND CONDITIONS

- a) The Contract will be for housekeeping services which will be running or ongoing activity and to be implemented to complete service satisfaction till tenure of contract.
- b) By submitting a proposal, the \_\_\_\_\_(The Bidder) agrees to promptly contract with the Bank for any work awarded to the \_\_\_\_\_(The Bidder). Failure on the part of the awarded M/s \_\_\_\_\_(The Bidder) to execute a valid contract with the Bank will relieve the Bank of any obligation to the M/s \_\_\_\_\_(The Bidder).
- c) Any additional or different terms and conditions proposed by the M/s \_\_\_\_\_(The Bidder) would be rejected unless expressly assented to in writing by the Bank.
- d) The \_\_\_\_\_(The Bidder) represents and acknowledges to the Bank that it possesses necessary experience, expertise and ability to undertake and fulfil its obligations, under all the provisions of this document. The M/s \_\_\_\_\_(The Bidder) represents that all the deliverables to be supplied in response to this document shall meet the requirements of this scope.
- e) The M/s \_\_\_\_\_(The Bidder) represents that the supplied services and documentation and/or use of the same by the Bank shall not violate or infringe the rights of any third party or the laws or regulations under any governmental or judicial authority. The \_\_\_\_\_(The Bidder) further represents that the documentation to be provided to the Bank shall contain a complete and accurate description of the services (as applicable), and shall be prepared and maintained in accordance with the highest industry standards. The M/s \_\_\_\_\_(The Bidder) represents and undertakes to obtain and maintain validity throughout the Contract, of all appropriate registrations permissions, licenses and approvals, which are statutorily required to be obtained by the M/s \_\_\_\_\_(The Bidder) for performance of the obligations of the \_\_\_\_\_(The Bidder). The \_\_\_\_\_(The Bidder) further undertakes to inform and assist the Bank for obtaining any registrations, permissions or approvals, which may at any time during the Contract Period be statutorily required to be obtained by the Bank for availing services from the M/s \_\_\_\_\_(The Bidder)

- f) All terms and conditions, payments schedules, time frame for all the deliverables as per this tender will remain unchanged unless explicitly communicated by the Bank in writing to the M/s \_\_\_\_\_(The Bidder) The Bank shall not be responsible for any judgments made by the M/s \_\_\_\_\_(The Bidder) with respect to any aspect of the Assignment. The M/s \_\_\_\_\_(The Bidder) shall at no point be entitled to excuse themselves from any claims by the Bank whatsoever for their deviations in confirming to the terms and conditions, payments schedules, expected service levels, time frame for supply of proposed solutions, equipment etc. as mentioned in this document.
- g) The Bank and the M/s \_\_\_\_\_(The Bidder) covenants and represents to the other Party the following:
- It is duly incorporated, validly existing and in good standing under as per the laws of the state in which such Party is incorporated.
  - It has the corporate power and authority to enter into agreements and perform its obligations there under.
  - The execution, delivery and performance of terms and conditions under Agreements by such Party and the performance of its obligations there under are duly authorized and approved by all necessary action and no other action on the part of such Party is necessary to authorize the execution, delivery and performance under an Agreement. The execution, delivery and performance under an Agreement by such Party:
  - Will not violate or contravene any provision of its documents of incorporation;
  - Will not violate or contravene any law, statute, rule, regulation, licensing requirement, order, writ, injunction or decree of any court, governmental instrumentality or other regulatory, governmental or Public body, Bidder or authority by which it is bound or by which any of its properties or assets are bound;
  - Except to the extent that the same have been duly and properly completed or obtained, will not require any filing with, or permit, consent or approval of or license from, or the giving of any notice to, any court, governmental instrumentality or other regulatory, governmental or public body, Bidder or authority, joint venture party, or any other entity or person whatsoever;
  - To the best of its knowledge, after reasonable investigation, no representation or warranty by such Party in this Agreement, and no document furnished or to be furnished to the other Party to this Agreement, or in connection herewith or with the transactions contemplated hereby, contains or will contain any untrue or misleading statement or omits or will omit any fact necessary to make the statements contained herein or therein, in light of the circumstances under which made, not misleading. There have been no events or transactions, or facts or information which has come to, or upon reasonable diligence, shall have come to the attention of such Party and which have not been disclosed herein or in a schedule hereto, having a direct impact on the transactions contemplated hereunder.
  - The M/s \_\_\_\_\_(The Bidder) undertakes to provide appropriate human as well as other resources required, to execute the various tasks assigned as part of the Contract, from time to time.

## 5. COMPLIANCE WITH ALL APPLICABLE LAWS

The \_\_\_\_\_(The Bidder) shall undertake to observe, adhere to, abide by, comply with and notify Bank about all laws in force in India or as are or as made applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards them and all purposes of this tender and shall indemnify, keep indemnified, hold harmless, defend and protect Bank and its employees/officers/staff/ personnel/representatives/agents from any failure or omission on its part to do so and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from.

Compliance in obtaining approvals/permissions/licenses: \_\_\_\_\_(The Bidder) shall promptly and timely obtain all such consents, permissions, approvals, licenses, etc., as may be necessary or required for any of the purposes of this Contract or for the conduct of their own business under any applicable Law, Government Regulation/Guidelines and shall keep the same valid and in force during the term of the Contract, and in the event of any failure or omission to do so, shall indemnify, keep indemnified, hold harmless, defend, protect and fully compensate the Bank and its employees/ officers/ staff/ personnel/ representatives/agents from and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from and the Bank will give notice of any such claim or demand of liability within reasonable time to the M/s \_\_\_\_\_(The Bidder)

This indemnification is only a remedy for Bank. The M/s \_\_\_\_\_(The Bidder) is not absolved from its responsibility of complying with the statutory obligations as specified above. Indemnity would be limited to court awarded damages and shall exclude indirect, consequential and incidental damages. However, indemnity would cover damages, loss or liabilities suffered by Bank arising out of claims made by its customers and/or regulatory authorities.

The Bidder agrees to adhere all the statutory regulation and are bound by the Labour Laws/ Contract Labourer (R & A) act 1970/ any other Laws / Labour Rules as applicable in this regard and amended from time to time for the persons involving in this tender. In case of breach of any of terms and conditions mentioned above, the Competent Authority will have the right to cancel the agreement without assigning any reason therefore and nothing will be payable by the Bank in that event and the security deposit shall also stand forfeited.

**6. Subcontracting** : The Bidder shall not assign or sublet the work or subcontract or any part of it to any other person or party.

## 7. JURISDICTION

The courts at Patna shall have exclusive jurisdiction over matters arising out of or relating to this document.

## 8. TERMS OF REFERENCE ('TOR')

### a) CONTRACT COMMITMENT

The Bank intends that the contract, which is contemplated herein with the M/s \_\_\_\_\_(The Bidder), shall be for a period As Per clause 4 on page no 5. .

The M/s \_\_\_\_\_(The Bidder) will continue to provide services to the Bank post expiry on a mutual agreed basis at Bank's discretion.

#### **b) COMPLETENESS OF THE CONTRACT**

The Contract will be deemed as incomplete if the desired objectives of the Contract including Scope of Work of this document are not achieved.

#### **9. INSPECTION**

The Bank will carry out the inspection of services provided and The M/s \_\_\_\_\_(The Bidder) shall assist the Bank in all inspection to be carried out by the Bank.

Post award of the contract a detailed acceptance / execution plan will be created within the framework of the tender terms. The scope of acceptance of the test plan would be mutually discussed and agreed upon between M/s \_\_\_\_\_(The Bidder) & the Bank. The M/s \_\_\_\_\_(The Bidder) shall arrange for the inspection of the relevant sites in the presence of the officials of the Bank and / or its consultants at the cost of \_\_\_\_ (The Bidder).

In case of any discrepancy in the proposed services provided, the Bank reserves the right to terminate the entire agreement in case the M/s \_\_\_\_\_(The Bidder) does not rectify or replace the provided services and at M/s \_\_\_\_\_(The Bidder)'s costs and risks.

The M/s \_\_\_\_\_(The Bidder) shall further be liable to applicable penalties as per termination clause.

In all cases, the M/s \_\_\_\_\_(The Bidder) shall have the sole responsibility for bearing all additional charges, costs or expenses incurred in correcting, reworking or repairing the defective or non-conforming services, unless such failure is due to reasons entirely attributable to the Bank.

On implementation of service, Bank shall be satisfied with the services to the fullest extent.

#### **10. COMPLIANCE AND ASSURANCE**

- a. Assisting the Bank in attaining and ensuring ongoing compliance to various regulatory and Government bodies.
- b. Addressing relevant threats/ risks identified in a proactive manner and through audit observations.
- c. Providing analysis and MIS for solution and associated services related services, to demonstrate audit readiness and adherence to the agreed service levels.

#### **11. INSURANCE**

In addition to the insurance policies taken by the M/s \_\_\_\_\_(The Bidder) with respect to the personal of housekeeping services, the M/s \_\_\_\_\_(The Bidder) shall maintain adequate professional liability and an all risk Insurance for the personnel to be engaged and shall provide to the Bank on request copies of such policy of insurance and

evidence that the premiums have been paid. The M/s \_\_\_\_\_(The Bidder) shall procure appropriate insurance policies of the limits acceptable to the Bank for damage to Bank's premises, Banks property, data or loss of life, which may occur as a result of or in the course of performing the M/s \_\_\_\_\_(The Bidder)'s obligations under the tender. The M/s \_\_\_\_\_(The Bidder) also warrants and represents that it shall keep all their respective directors, partners, advisers, agents, representatives and or employees adequately insured in respect of business travel in India and further agrees to provide to the Bank on request copies of such policy of insurance and evidence that the premiums have been paid.

The M/s \_\_\_\_\_(The Bidder)'s obligation to maintain insurance coverage hereunder shall be in addition to, and not in lieu of, the M/s \_\_\_\_\_(The Bidder)'s other obligations, and the M/s \_\_\_\_\_(The Bidder)'s liability to the Bank shall not be limited to the amount of coverage.

The bank shall not be hold liable to the any mishap of any personnel / equipments engaged by \_\_\_\_\_(The Bidder) while performing duties as mentioned in the this tender. Any claim arising out of such mishap will be responsibility of Bidder only.

## 12. CONTRACT CANCELLATION

The Bank reserves its right to cancel the contact in the event of one or more of the following situations, that are not occasioned due to reasons solely and directly attributable to the Bank alone:

- i. Inordinate delays & lack of action from the M/s \_\_\_\_\_(The Bidder) towards providing services beyond the delivery timelines.
- ii. In case the Service Level Agreement (SLA) is not executed within the 15 days from acceptance of LOI.
- iii. Serious discrepancy in the quality of services expected during the implementation of contract. .
- iv. In the case of any violation of the terms of the tender, Contract, Secrecy or persistent default in complying with the terms of Service Agreement
- v. At any stage, any representation or particulars furnished by M/s \_\_\_\_\_(The Bidder) are found to be incorrect or false.
- vi. In case the M/s \_\_\_\_\_(The Bidder) changes its constitution or amalgamate or merge with any other entity without the prior intimation to the Bank then such change will not be acceptable to the Bank
- vii. In the case any major shareholder or stakeholder of the \_\_\_\_\_(The Bidder) are found to have been engaged in activities which are criminal in nature in their own country or any proceedings for declaring them as insolvent for winding up are pending or initiated.
- viii. The M/s \_\_\_\_\_(The Bidder) goes into liquidation voluntarily or otherwise.

- ix. The performance regarding execution of the contract by the M/s \_\_\_\_\_(The Bidder) is unsatisfactory.
- x. Deduction on account of liquidated damages exceeds 10% of the total contract price.
- xi. After the award of the contract, if the selected M/s \_\_\_\_\_(The Bidder) does not perform satisfactorily or delays execution of the contract, the bank may give a 30 days' cure period. Thereafter, if the selected M/s \_\_\_\_\_(The Bidder) does not perform satisfactorily or delays execution of the contract, the Bank reserves the right to get the balance contract executed by another party of its choice. In this event, the selected M/s \_\_\_\_\_(The Bidder) is bound to make good the additional expenditure, which the Bank may have to incur to carry out the bidding process for the execution of the balance of the contract

In addition to the cancellation of Work order, the Bank reserves the right to invoke the Performance Bank Guarantee submitted by the M/s \_\_\_\_\_(The Bidder) to recover the damages Upon cancellation of contract/completion of period of service, the M/s \_\_\_\_\_(The Bidder) should handover the peaceful legal possession of all the assets provided as per the scope of the contract therewith and obtains discharge from the Bank. The Bank also reserves the right to assign or allot or award the contract to any third party upon cancellation.

### 13. INDEMNITY

- a) SI shall indemnify, protect and save the Bank and hold the Bank harmless from and against all claims, losses, costs, damages, expenses, action suits and other proceedings, (including reasonable attorney fees), relating to or resulting directly or indirectly from:
  - (i) an act or omission of the SI, its employees, its agents, or employees of the consortium in the performance of the services provided by this Agreement,
  - (ii) breach of any of the terms of this Agreement and amendments thereof or breach of any representation or warranty by the SI,
  - (iii) use of the provided Solution and/ or facility provided by the SI,
  - (iv) Infringement of any patent, trademarks, copyrights etc. or such other statutory infringements in respect of all components used to facilitate and to fulfill the scope of the Solution requirement.
- b) The SI shall further indemnify the Bank against any loss or damage arising out of loss while providing the services as mentioned in scope of work.
  - (i) the Bank notifies the SI in writing immediately on aware of such claim
  - (ii) the Bank provides the SI with the assistance, information and authority reasonably necessary to perform the above, and
  - (iii) The Bank does not make any statement or comments or representations about the claim without prior written consent of the SI, except under due process of law or order of the court. It is clarified that the SI shall in no event enter into a settlement, compromise or make any statement (including failure to take appropriate steps) that may be detrimental to the Bank's (and/or its customers, users and SIs) rights, interest and reputation.
- c) The SI shall indemnify the Bank (including its employees, directors or representatives) from and against claims, losses, and liabilities arising from:
  - (i) Non-compliance of the SI with Laws / Governmental Requirements
  - (ii) Negligence and misconduct of the SI, its employees, and agents

- (iii) Breach of any terms of this Agreement or the Agreement and amendments thereof or Representation made by the SI
  - (iv) Act or omission in performance of service.
  - (v) Loss of data due to SI provided facility provided the loss can directly and solely be attributable due to services provided by SI
- d) The SI shall not indemnify the Bank for:
- (i) Any loss of profits, revenue, contracts, or anticipated savings or

#### **14. INSPECTION OF RECORDS**

All M/s \_\_\_\_\_(The Bidder) records with respect to any matters covered by this tender shall be made available to the Bank or its designees at any time during normal business hours, as often as the Bank deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Said records are subject to examination. The cost of the audit will be borne by the Bank. The scope of such audit would be limited to Service Levels being covered under the contract, and which will be subject to the requirements of statutory and regulatory authorities.

#### **15. PUBLICITY**

Any publicity by the M/s \_\_\_\_\_(The Bidder) in which the name of the Bank is to be used shall be done only with the explicit written permission of the Bank.

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

#### **17. INFORMATION OWNERSHIP**

All information processed, stored, or transmitted by M/s \_\_\_\_\_(The Bidder) deployed solution belongs to the Bank. By having the responsibility to maintain the solution, the M/s \_\_\_\_\_(The Bidder) does not acquire implicit access rights to the information or rights to redistribute the information. The M/s \_\_\_\_\_(The Bidder) understands that civil, criminal, or administrative penalties may apply for failure to protect information appropriately.

## 18. SENSITIVE INFORMATION

Sensitive information shall be the data that must be protected from unauthorized access to safeguard the privacy or security of a Bank. Any information considered sensitive must be protected by the M/s \_\_\_\_\_(The Bidder) from unauthorized disclosure, modification or access.

## 19. PRIVACY & SECURITY SAFEGUARDS

The M/s \_\_\_\_\_(The Bidder) shall not publish or disclose in any manner, without the Bank's prior written consent, the details of any security safeguards designed, developed, or implemented by the M/s \_\_\_\_\_(The Bidder) under this contract or existing at any Bank location.

## 20. CONFIDENTIALITY

"Confidential Information" means any and all information that is or has been received by the M/s \_\_\_\_\_(The Bidder) ("Receiving Party") from the Bank ("Disclosing Party") and that:

- a) Relates to the Disclosing Party; and
  - b) is designated by the Disclosing Party as being confidential or is disclosed in circumstances where the Receiving Party would reasonably understand that the disclosed information would be confidential
- or
- c) is prepared or performed by or on behalf of the Disclosing Party by its employees, officers, directors, agents, representatives or consultants.
  - d) Without limiting the generality of the foregoing, Confidential Information shall mean and include any information, data, analysis, compilations, notes, extracts, materials, reports, drawings, designs, specifications, graphs, layouts, plans, charts, studies, memoranda or other documents, or materials that may be shared by Bank with the M/s \_\_\_\_\_(The Bidder) to host Bank's equipment at the site
  - e) "Confidential Materials" shall mean all tangible materials containing Confidential Information, including, without limitation, written or printed documents and computer disks or tapes, whether machine or user readable
  - f) The Receiving Party shall, at all times regard, preserve, maintain and keep as secret and confidential all Confidential Information and Confidential Materials of the Disclosing Party. howsoever obtained and agrees that it shall not, without obtaining the written consent of the Disclosing Party:
  - g) Disclose, transmit, reproduce or make available any such Confidential Information and materials to any person, firm, Company or any other entity other than its directors, partners, advisers, agents or employees, sub-Bidders and Bidders who need to know the same for the purposes of maintaining and supporting the equipment provided as a part of Supply of Proposed solution equipment Contract. The Receiving Party shall be responsible for ensuring that the usage and confidentiality by its directors, partners, advisers, agents or employees, sub-Bidders and Bidders is in accordance with the terms and conditions and requirements of this tender; or
  - h) Unless otherwise agreed herein, use any such Confidential Information and materials for its own benefit or the benefit of others or do anything prejudicial to the interests of the Disclosing Party or its customers or their Contracts.



- i) In maintaining confidentiality hereunder, the Receiving Party on receiving the confidential information and materials agrees and warrants that it shall:
- j) Take at least the same degree of care in safeguarding such Confidential Information and materials as it takes for its own confidential information of like importance and such degree of care shall be at least, that which is reasonably calculated to prevent such inadvertent disclosure;
- k) Keep the Confidential Information and Confidential Materials and any copies thereof secure and in such a way so as to prevent unauthorized access by any third party;
- l) Limit access to such Confidential Information and materials to those of its directors, partners, advisers, agents or employees, sub-Bidders and Bidders who are directly involved in the consideration/evaluation of the Confidential Information and bind each of its directors, partners, advisers, agents or employees, sub-Bidders and Bidders so involved to protect the Confidential Information and materials in the manner prescribed in this document; and
- m) Upon discovery of any unauthorized disclosure or suspected unauthorized disclosure of Confidential Information, promptly inform the Disclosing Party of such disclosure in writing and immediately return to the Disclosing Party all such Information and materials, in whatsoever form, including any and all copies thereof.
- n) The Receiving Party who receives the confidential information and materials agrees that on receipt of a written demand from the Disclosing Party:
  - (i) Immediately return all written Confidential Information, Confidential materials and all copies thereof provided to, or produced by it or its advisers, as the case may be, which is in Receiving Party's possession or under its custody and control;
  - (ii) To the extent practicable, immediately destroy all analyses, compilations, notes, studies, memoranda or other documents prepared by it or its advisers to the extent that the same contain, reflect or derive from Confidential Information relating to the Disclosing Party;
  - (iii) So far as it is practicable to do so immediately expunge any Confidential Information relating to the Disclosing Party or its Contracts from any computer, word processor or other device in its possession or under its custody and control; and
  - (iv) To the extent practicable, immediately furnish a certificate signed by its director or other responsible representative confirming that to the best of his/her knowledge, information and belief, having made all proper enquiries the requirements of this paragraph have been fully complied with.
- o) The restrictions in the preceding clause shall not apply to:
  - (i) Any information that is publicly available at the time of its disclosure or becomes publicly available following disclosure (other than as a result of disclosure by the Disclosing Party contrary to the terms of this document); or any information which is independently developed by the Receiving Party or acquired from a third party to the extent it is acquired with the valid right to disclose the same.
  - (ii) Any disclosure required by law or by any court of competent jurisdiction, the rules and regulations of any recognized stock exchange or any enquiry or investigation by any governmental, statutory or regulatory body which is lawfully entitled to require any such disclosure provided that, so far as it is lawful and practical to do so prior to such disclosure, the Receiving Party shall promptly notify the Disclosing Party of such requirement with a view to

providing the Disclosing Party an opportunity to obtain a protective order or to contest the disclosure or otherwise agree to the timing and content of such disclosure.

(iii) The Confidential Information and materials and all copies thereof, in whatsoever form shall at all times remain the property of the Disclosing Party and its disclosure hereunder shall not confer on the Receiving Party any rights whatsoever beyond those contained in this document.

p) Confidentiality should be applicable forever.

**21. \_\_\_\_\_(The Bidder)'s LIABILITY**

The M/s \_\_\_\_\_(The Bidder)'s aggregate liability in connection with obligations undertaken as a part of the document 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 value of the contract. The \_\_\_\_\_(The Bidder)'s liability in case of claims against the Bank resulting from misconduct or negligence of the \_\_\_\_\_(The Bidder), its employees and subBidders or from infringement of patents, trademarks, copyrights or such other Intellectual Property Rights or breach of confidentiality obligations shall be unlimited. The Bank shall not be held liable for and is absolved of any responsibility or claim/litigation arising out of the use of any third party software or modules supplied by the \_\_\_\_\_(The Bidder) as part of this document. In no event shall either party be liable for any indirect, incidental or consequential damages or liability, under or in connection with or arising out of this agreement or the Proposed solution components, hardware or the software delivered hereunder, Howsoever such liability may arise, provided that the claims against customers, users and M/s \_\_\_\_\_(The Bidder) s of the Bank would be considered as a direct claim.

**22. GUARANTEES**

\_\_\_\_\_(The Bidder) shall guarantee that the equipment & allied components used to service the Bank are licensed and legal. All Proposed equipment and related component must be supplied with their original and complete printed documentation.

**23. FORCE MAJEURE**

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

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

If the duration of delay continues beyond a period of two months, Bank and the Service Provider shall hold consultations in an endeavor to find a solution to the problem or either party may have the option to terminate the Agreement upon written notice of such termination to the other party.

**24. RESOLUTION OF DISPUTES**

All dispute and differences of any kind whatsoever arising out or in connection shall be settled amicably by direct informal negotiation between both parties. In case of non-

settlement, the higher authorities of both the parties will intervene and negotiate amicably. However, in case of non-settlement of such dispute, the matter shall be referred for Arbitration to sole Arbitrator. However, in case of non-consensus on sole arbitrator within 15 days, each party will appoint one Arbitrator. The two arbitrator appointed by the parties shall appoint third arbitrator who will act as the chairman of the proceedings. The Award of the arbitrator shall be Final and binding on the parties. The Arbitration and conciliation Act 1996 or any modification thereof shall apply to the arbitration proceedings. The venue of the arbitration shall be at Patna. The expenses will be borne by the parties in equal proportion. Language of the Arbitration shall be in English.

**25. NOTICE CLAUSE**

If a notice has to be sent to either of the parties following the signing of the contract, it has to be in writing and shall be first transmitted by postage prepaid registered post with acknowledgement due or by a reputed courier service, in the manner as elected by the Party giving such notice. All notices shall be deemed to have been validly given on

- (i) the expiry of five days after posting if sent by registered post with A.D., or
- (ii) the business date of receipt, if sent by courier.

The address for communication of notice if any shall be as mentioned under Joint Responsibility clause of this agreement.

**26. GOVERNING LAW**

This document shall be governed and construed in accordance with the laws of India. The courts of Patna alone and no other courts shall be entitled to entertain and try any dispute or matter relating to or arising out of this document. Notwithstanding the above, the Bank shall have the right to initiate appropriate proceedings before any court of appropriate jurisdiction, shall it find it expedient to do so.

**27. EXIT OPTION AND CONTRACT RE-NEGOTIATION**

- a) The Bank reserves the right to cancel the contract in the event of happening one or more of the following Conditions:
- b) Failure of the successful M/s \_\_\_\_\_(The Bidder) to accept the contract and furnish the Performance guarantee within 07 days of receipt of purchase contract;
- c) Delay in delivery beyond the specified period;
- d) Serious discrepancy in functionality to be provided or the performance levels agreed upon. Inability of the M/s \_\_\_\_\_(The Bidder) to remedy the situation within 30 days from the date of pointing out the defects by the Bank. (30 days will be construed as the notice period)
- e) In addition to the cancellation of the contract, Bank reserves the right to appropriate the damages through encashment of Bid Security / Performance Guarantee given by the M/s \_\_\_\_\_(The Bidder)
- f) The Bank will reserve a right to re-negotiate the price and terms of the entire contract with the M/s \_\_\_\_\_(The Bidder) at more favourable terms in case such terms are offered in the industry at that time for Contracts.

The modalities under this right to re-negotiate /re-procure shall be finalized at the time of contract finalization.

**28. WAIVER**

No failure or delay on the part of either party relating to the exercise of any right power privilege or remedy provided under this document or subsequent agreement with the other party shall operate as a waiver of such right power privilege or remedy or as a waiver of any preceding or succeeding breach by the other party nor shall any single or partial exercise of any right power privilege or remedy preclude any other or further exercise of such or any other right power privilege or remedy provided in this document all of which are several and cumulative and are not exclusive of each other or of any other rights or remedies otherwise available to either party at law or in equity.

**29. 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 M/s \_\_\_\_\_(The Bidder) from committing any violation or enforce the performance of the covenants, obligations and representations contained in this 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

**30. VISITORIAL RIGHTS**

The Bank reserves the right to visit any of the M/s \_\_\_\_\_(The Bidder)'s premises without prior notice to ensure the Bank

**31. ADDITION/DELETION OF QUALIFIED OFFERINGS**

Both parties agree that the intent of this tender is to establish an initial set of service offerings. The Bank recognizes that, as the use of these services expands, it is possible that additional services and / or service categories will be needed. In addition, the Bank recognizes that from time to time proposed services that are provided as part of M/s \_\_\_\_\_(The Bidder) services will be upgraded or replaced as technology evolve.

The M/s \_\_\_\_\_(The Bidder) shall agree that the price for incremental offering cannot exceed the original proposed cost and the Bank reserves the right to re-negotiate the price.

All quantities mentioned in this document are indicative. The quantities of components to be procured as part of this tender can be varied by the Bank. This also includes the right to modify the number of personnel and their scope of work.

**32. TERMINATION**

1. Bank shall be entitled to terminate the agreement with the \_\_\_\_\_(The Bidder) at any time by giving Thirty (30) days prior written notice to the Service Provider without assigning any reason.]
2. Bank shall be entitled to terminate the agreement at any time by giving notice if:
  - a. The \_\_\_\_\_(The Bidder) breaches its obligations under the tender document or the subsequent agreement and if the breach is not cured within 30 days from the date of notice.

- b. The \_\_\_\_\_(The Bidder) (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 arrangement 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.
- 3. \_\_\_\_\_(The Bidder) shall have right to terminate only in the event of winding up of Bank.
- 4. The Bank reserves the right to terminate the contract in case of serious discrepancies observed in the services as mentioned in the SLA.

### **33. EFFECT OF TERMINATION**

- a) The M/s \_\_\_\_\_(The Bidder) agrees that it shall not be relieved of its obligations under the reverse transition mechanism notwithstanding the termination of the assignment. Reverse Transition mechanism would typically include service and tasks that are required to be performed / rendered by the M/s \_\_\_\_\_(The Bidder) to the Bank or its designee to ensure smooth handover and transitioning of Bank's deliverables and maintenance. The reverse transition will be for the period of 1 months post the notice period. Same terms (including payment terms) which were applicable during the term of the contract shall be applicable for reverse transition services
- b) The M/s \_\_\_\_\_(The Bidder) agrees that after completion of the Term or upon earlier termination of the assignment the M/s \_\_\_\_\_(The Bidder) shall, if required by the Bank, continue to provide warranty/AMC services to the Bank at no less favorable terms than those contained in this document. In case the bank wants to continue with the M/s \_\_\_\_\_(The Bidder) 's services after the completion of this contract then the M/s \_\_\_\_\_(The Bidder) shall offer the same or better terms to the bank. Unless mutually agreed, the rates shall remain firm.
- c) Termination shall not absolve the liability of the Bank to make payments of undisputed amounts to the M/s \_\_\_\_\_(The Bidder) for services rendered till the effective date of termination. Termination shall be without prejudice to any other rights or remedies a party may be entitled to hereunder or at law and shall not affect any accrued rights or liabilities or either party nor the coming into force or continuation in force of any provision hereof which is expressly intended to come into force or continue in force on or after such termination.

### **34. SEVERABILITY**

- (i) 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.
- (ii) In the event any court or other government authority shall determine any provisions in this agreement is so 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.
- (iii) 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 document 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 document."

### **35. NON-DISCLOSURE AGREEMENT**

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

M/s \_\_\_\_\_(The Bidder) shall hold all information about this tender and / or information gathered about the Bank through this process in strict confidence with the same degree of care with which M/s \_\_\_\_\_(The Bidder) protects its own confidential and proprietary information. M/s \_\_\_\_\_(The Bidder) shall restrict disclosure of the Information solely to its employees, agents and Sub-Bidders on a need to know basis and advise those persons of their obligations hereunder with respect to such Information.

- i. To use the Information only as needed for the purpose solely related to the Contract;
- ii. Except for the purpose of execution of this Contract, not disclose or otherwise provide such information or knowingly allow anyone else to disclose or otherwise provide such Information.
- iii. M/s \_\_\_\_\_(The Bidder) shall not disclose any information to parties not involved in supply of the products and services forming part of this order and disclosure of information to parties not involved in supply of the products and services forming part of this order will be treated as breach of trust and invite legal action. This will also mean termination of the contract and disqualification of the Bidder in any future tendering process of the Bank.
- iv. Any information considered sensitive must be protected by the M/s \_\_\_\_\_(The Bidder) from unauthorized disclosure or access."

### **36. PROBLEM MANAGEMENT AND ESCALATION PROCEDURES**

An escalation matrix would be applicable for the issues reported. M/s \_\_\_\_\_(The Bidder) has to propose an escalation matrix as a part of the Proposal.

### **37. CAP ON PENALTIES**

Overall cap for penalties including liquidated damages will be 10% of effected Product / Service line item value. Thereafter, the contract may be cancelled and amount paid, if any, will be recovered. Penalties on delay will be applicable when the delay is not attributable to Bank.

### **38. INTERPRETATION & GENERAL INSTRUCTIONS**

- a) The SLA parameters shall be monitored on a monthly basis as per the individual SLA parameter requirements. The M/s \_\_\_\_\_(The Bidder) is expected to provide the following service levels. In case the service levels defined in the tables below cannot be achieved, it shall result in a breach of contract and invoke the penalty clause.
- b) A Service Level violation will occur if the M/s \_\_\_\_\_(The Bidder) fails to meet Minimum Service Levels on a monthly basis for a particular Service Level.
- c) Quarterly SLAs would be analyzed. However, there would be month wise SLAs and all SLA targets have to be met on a monthly basis.

- d) Overall Availability and Performance Measurements will be on a quarterly basis for the purpose of Service Level reporting. Month wise "Availability and Performance Report" will be provided by the M/s \_\_\_\_\_(The Bidder) for every quarter in the Bank's suggested format and a review shall be conducted based on this report. Availability and Performance Report provided to Bank shall contain the summary of all incidents reported and associated performance measurement for that period.
- e) The primary intent of Penalties is to ensure that the system performs in accordance with the defined service levels. Penalties are not meant to be punitive or, conversely, a vehicle for cutting fee.

### **39. RELATIONSHIP BETWEEN PARTIES**

This Agreement is on a principal to Principal basis and does not create any employer employee relationship. The Company shall provide Services as an independent service provider, on a non-exclusive basis. Noting contained in this Agreement or otherwise shall be deemed to create any partnership, joint venture, employment or relationship of principal and agent, or master and servant between the parties hereto or any of their respective employees, affiliates, subsidiaries, related business entities, agents Bidders or subBidders or to provide either party with any right, power or authority, whether express or implied, to create any duty or obligation on behalf of the other party.

### **40. PROTECTION OF REPUTATION**

It is agreed between the parties that Bank, being in service industry, its reputation, goodwill and positive brand image is of prime importance. Bank has a right to impose penalty for the reputational loss on account of business disruption if Company fails to perform its obligations in the best possible manner and/ or fails to maintain quality of service. The amount of penalty will be assessed by the Bank in the manner as it deems fit and the said amount can be deducted from the amount payable to the company against its services. Company undertakes and agrees to indemnify the Bank against such losses suffered. Reoccurrence of such incidence may lead to termination of contract by the Bank without any further notice

### **41. PAYMENT TERMS**

\_\_\_\_\_(The Bidder) must accept the payment terms proposed by the Bank. The financial offer submitted by the \_\_\_\_\_(The Bidder). must be in conformity with the payment terms proposed by the Bank. Any deviation from the proposed payment terms would not be accepted. The Bank shall have the right to withhold any payment due to the \_\_\_\_\_(The Bidder), in case of delays or defaults on the part of the M/s \_\_\_\_\_(The Bidder)

### **42.1 FEES, TAXES DUTIES AND PAYMENTS**

1. \_\_\_\_\_(The Bidder) shall be paid fees and charges in the manner detailed in hereunder, the same shall be subject to deduction of income tax thereon wherever required under the provisions of the Income Tax Act by the Bank. The remittance of amounts so deducted and issuance of certificate for such deductions shall be made by the Bank as per the laws and regulations for the time being in force. Nothing in the Agreement shall relieve \_\_\_\_\_(The Bidder) from his responsibility to pay any tax that may be levied in India on

income and profits made by \_\_\_\_\_(The Bidder) in respect of this Agreement.

2. The detailed payment terms elaborated in Annexure III.
3. The Parties agree that all Fees will be billed by and payable in Indian rupees. The Bank will pay properly submitted valid invoices within reasonable period but not exceeding 30 (thirty) days after its receipt thereof.
4. The Bank may withhold payment of any Services that it disputes in good faith, and may set-off penalty amount or any other amount which Service Provider owes to the Bank against amount payable to Service Provider under this Agreement. However, before levying penalty or recovery of any damages, the Bank shall provide a written notice to \_\_\_\_\_(The Bidder) indicating the reasons for such penalty or recovery of damages. Service Provider shall have the liberty to present its case in writing together with documentary evidences, if any, within 30 (thirty) days. Penalty or damages, if any, recoverable from Service Provider shall be recovered by the Bank through a credit note or revised invoices. In case \_\_\_\_\_(The Bidder) fails to issue credit note/ revised invoice, the Bank shall have right to withhold the payment or set-off penal amount from current
5. All duties and taxes (including GST or any other tax imposed by the Government in lieu of same), if any, which may be levied, shall be borne by Bank and \_\_\_\_\_(The Bidder) shall not be liable for the same.
6. All expenses, stamp duty and other charges/ expenses in connection with execution of this Agreement shall be borne by \_\_\_\_\_(The Bidder).

**42. SERVICE LEVEL AVAILABILITY, MONITORING & PENALTIES**

The Service Level Availability, Monitoring & Penalties shall be paid as set out in **SERVICE LEVEL AVAILABILITY, MONITORING & PENALTIES.**

**43. JOINT RESPONSIBILITY**

Each Party shall nominate its representative who shall be the single point of authority on behalf of the Party representing (herein after referred to as Representative Authority) for taking all the decisions on behalf of each Party. Each Party is free to change or reappoint such Representative Authority on its behalf with a notice to the other Party. The first sole Representative Authority on behalf of each Party shall be:

BANK :	Rakesh Kumar
Designation	Deputy Zonal Manager
Contact address	Bank of Maharashtra – Zonal Office,2 <sup>ND</sup> Floor,N P Tower,Kankarbagh Colony
	More,Kankarbagh,Patna-800020
Tel #	0612-2592059

\_\_\_\_\_  
Designation \_\_\_\_\_ (The Bidder) -----  
Contact address -----  
Tel # -----



44. **AMENDMENTS**

This Agreement shall not be amended, altered or modified, or any provision herein shall not be waived except by an instrument in writing expressly referring to this Agreement and signed by the duly authorized representatives of both the Parties.

45. **COUNTERPARTS**

This Agreement has been executed in two (2) counterparts, each of which shall be deemed an original, and each of which shall constitute one and the same instrument.

46. **ENTIRE AGREEMENT**

This Agreement, and any other documents incorporated into this Agreement, constitute the entire agreement, and supersede any previous agreements between the Parties relating to the subject matter of this Agreement. Further a Party is not liable to other Party for a representation that is not expressly set out in the Contract Documentation. However, if this agreement is silent on any point, tender may be referred.

IN WITNESS WHEREOF, the Parties hereto have through their respective duly Authorized representatives executed this Agreement in two originals, the day and the year first herein above written.

**(Please note that (1). this draft of Service level agreement is an indicative or explanatory draft. After awarding the RFP the draft of Service level agreement will be finalized. (2). if any point is missing /mentioned in brief in service level agreement and elaborated in Tender Document, the point in Tender Document be refereed.)**

For and on behalf of  
M/S \_\_\_\_\_(The Bidder)  
Name:  
Title:

For and on behalf of  
BANK OF MAHARASHTRA  
Name:  
Title:

Witness  
Name  
Address:

Witness  
Name  
Address:

ENCLOSED:

1. Annexure I: Scope of Work.
2. Annexure-II: Location of Providing the Services.
3. Annexure-III: Payment terms.
4. Annexure-IV: Declaration by the bidder.
5. Annexure-V: Undertaking of site visit.
6. Annexure-VI: Undertaking of non blacklisting.
7. Annexure-VII: Non-disclosure undertaking.
8. Annexure – VIII : Relevant circular ministry of Labor & Employment.



## **NON - DISCLOSURE AGREEMENT**

This Confidentiality cum Non-disclosure Agreement is entered into at \_\_\_ on this \_\_\_ day of 2023, between \_\_\_\_\_ (Insert Name of the Service provider) a company within the meaning of Companies Act, 1956/Companies Act 2013 as applicable, having its Registered Office at \_\_\_\_\_ (hereinafter referred to as the "**Service provider/Receiving Party**", which expression shall, unless repugnant to the context thereof, mean and includes its affiliates and their successors and permitted assigns) of the First Part;

and Bank of Maharashtra, a Body Corporate constituted under the Banking Companies (Acquisition & Transfer of Undertakings) Act, 1970 having its Head Office at 1501, 'LOKMANGAL', Shivajinagar, Pune 411005 and the Zonal Office at 2<sup>nd</sup> Floor, N.P. Tower, Near Colony More, Kankarbagh Main Road, Patna (hereinafter referred to as the "**Bank/ Disclosing Party**", which expression shall, unless repugnant to the context thereof, mean and includes its affiliates and their successors and permitted assigns) of the Second Part;

Both **Bank/ Disclosing Party** and **Receiving Party** are hereinafter collectively referred as '**Parties**' and individually as '**Party**'.

The Supplier and BOM had discussions and negotiations concerning the establishment during continuance of a business relationship between them as per tender document, RFP 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 witnesses the: -

**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 foregoing, 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.

### **Confidentiality :**

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.

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'.

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

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.

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

Limit disclosure of Proprietary Information received under this Agreement to persons within its organization and to those third party Bidders 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.

**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:

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,

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;

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.

Is independently developed by the Recipient without reference to or reliance upon the Proprietary Information; or

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.

**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. Notwithstanding, the decision of the recipient party returning of documents or termination of agreement, the recipient party will not disclose the confidential information to any third party.

**Dispute Resolution :-**

"All disputes and differences of any kind whatsoever arising out of or in connection shall be settled amicably by direct informal negotiation between both the parties. However, in case of non-settlement of such dispute, the matter shall be referred to higher authorities. Even after the interference of higher authorities, the dispute persists, such dispute will be referred for Arbitration to Sole Arbitrator. However, in case of non-consensus on sole arbitrator within 15 days, each party will appoint one Arbitrator. The two arbitrators appointed by the parties shall appoint a third arbitrator who will act as the chairman of the proceedings. The Award of the Arbitrator shall be Final and binding on the parties. The Arbitration and Conciliation Act 1996 or any statutory modification thereof shall apply to the arbitration proceedings. The venue of the arbitration shall be at Patna. The expenses will be borne by the parties in equal proportion. Language of the Arbitration shall be in English."

**Governing Laws :-**

"This Agreement will be governed by and construed in accordance with the laws of India and statutory modifications thereof from time to time. Any or all disputes arising out of this Agreement shall be subject to the exclusive jurisdiction of the courts of Patna."

**Notice/ Communications:**

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

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

**Term:** The obligation pursuant to Clause 2 and 3 (Confidentiality and Non-Disclosure of Proprietary Information) will survive for 2 years following the term of the RFP dated 17/09/2022 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 ProprietaryInformation or as a license under any patent, patent application, utility model, copyright or any other industrial or intellectual property right covering same.

**Damages:-**

"The provisions of this Agreement are necessary for the protection of confidentiality of data and the business goodwill of the Bank and are considered by the parties to be reasonable for such purposes. Receiving Party agrees that any breach of this Agreement will cause substantial and irreparable damages to the Disclosing Party. In the event of such breach, in addition to other remedies, the disclosing party has a right to receive entire loss and damages on account of such disclosure. Further, the Receiving Party agrees to indemnify the Disclosing Party against loss suffered, directly or indirectly, due to breach of contract and undertakes to indemnify for the same"

Waiver :-

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

*"IN WITNESS WHEREOF, the parties have executed this Agreement on the date first mentioned hereinabove by their duly authorized representatives." At----- On-----*

**For Bidder/Bidder Witness**

Name of authorized officer

i) Name & Address

ii) Name & Address

Official Seal

**For Bank Of Maharashtra Witness**

Corporate Service Dept.

i) Name & Address

ii) Name & Address

Date-

Place

## PRE CONTRACT INTEGRITY PACT

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. \_\_\_\_ (Designation \_\_\_\_), of Patna Zonal Office, Bank of Maharashtra, a body corporate constituted under Banking Companies (Acquisition and transfer of undertaking) Act 1970 & having its Head Office at 1501, Lokmangal, Shivaji Nagar, Pune-411005 and the Zonal Office at 2<sup>nd</sup> Floor, N.P. Tower, Near Colony More, Kankarbagh Main Road, Patna (hereinafter called the "**BANK/BUYER**", which expression shall unless it be repugnant to the subject thereof, include its successors and assigns) of the First Part

And

M/s \_\_\_\_\_ represented by Shri. \_\_\_\_\_ (Designation \_\_\_\_\_) (herein called the "**Bidder/Seller/Bidder**" which expression shall mean and include unless the context otherwise requires his successors and permitted assigns) of the Second Part.

WHEREAS the BANK / BUYER proposes to carry out "**SELECTION OF BIDDER FOR PROVIDING CLEANING & HOUSEKEEPING SERVICES**" at Zonal Office, Bank of Maharashtra and various other Bank's locations within Bihar State (the said work) and the BIDDER/Seller/ Bidder is willing to offer/has offered for the aforesaid work and WHEREAS the Bidder/ Seller/ Bidder is a private company/public company/Government undertaking/partnership/registered export Bidder/LLP/Cooperative, constituted in accordance with the relevant law in the matter and the BUYER is a Corporate Service 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 BIDDERS 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 BUYER 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 / BUYER:**

- 1.1 The BUYER undertakes that no officials of the BUYER, 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 BUYER 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 BUYER 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.
- 1.4 In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

## **2. COMMITMENTS of BIDDERS**

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:-

- 2.1 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 BUYER, 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.
- 2.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favor, any material benefit or other advantage commission fees brokerage or inducement to any officials of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favor or disfavor to any person in relation to the contract or any other contract with Government.
- 2.3 BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.
- 2.4 BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, In connection with bid/contract.
- 2.5 The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer/integrator and not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual firm or company in respect of any such intercession facilitation or recommendation.



- 2.6 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract shall disclose any payments he has made or is committed to or intends to make to officials of the BUYER 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.
- 2.7 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 2.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 2.9 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others any information provided by the BUYER as part of a 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 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.**

- 3.1 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.2 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 BUYER, or alternatively, if any relative of an officer of the BUYER 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 2(77) of the Companies Act 2013.
- 3.3 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 BUYER.

**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 an incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

**5 Earnest Money (Security Deposit)**

- 5.1. While submitting a commercial bid, the BIDDER shall deposit an amount **Rs. 1.0 Lakh** (to be specified in RFP) as Earnest Money Deposit/ Security Deposit, with the BANK through any of the following instruments:
  - 2.1 Bank Draft or Pay Order in Favour of **Bank of Maharashtra**
  - 5.3. 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 demur whatsoever and without seeking any reason whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof of payment.
- 5.4. The Earnest Money/Security Deposit shall be valid up to a period of as mentioned in the

tender clause or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the BANK, including warranty period, whichever is later.

- 5.5. In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond/performance security deposit for the said work that the provisions of Sanctions for Violation shall be applicable for forfeiture of performance Bond/performance security deposit in case of decision by the Bank to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 5.6. No interest shall be payable by the Bank to the BIDDER in Earnest Money/Security Deposit for the period of its currency.

#### **6 Sanctions for Violations:**

- 6.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by its or action on its behalf (Whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required :-
- 6.2 To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
- 6.3 The Earnest Money Deposit (in pre-contract stage) and /or Security Deposit / Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore
- 6.4 To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
- 6.5 To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the Buyer in connection with any other contract for any other project such outstanding payment could also be utilized to recover the aforesaid sum and interest.
- 6.6 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 BUYER, along with interest.
- 6.7 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 BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the Bidder.
- 6.8 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 BUYER.
- 6.9 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.
- 6.10 In cases where irrevocable letter of credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened
- 6.11 Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanctions for violation of this Pact.

#### **7 Fail Clause:**

The Bidder undertakes that it has not supplied / is not supplying similar products/systems or subsystems/ services at a price lower than that offered in the present bid in respect of any other

Ministry/department of the Government of India or PSU and if it is found at any stage that similar products/systems or sub systems was supplied by the Bidder to any other Ministry/Department of Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

#### **8. Independent Monitors:**

The BUYER has appointed Independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission (Names and Address of the Monitors to be given).

1. Name : Arun Jha

Designation : Secretary to GOI(National Commission for Scheduled Castes) Email id : mailto:arunjha01@gmail.com">arunjha01@gmail.com

2. Name : Umesh Vasant Dhatriak

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

E-Mail id : mailto:uvdhatrak@gmail.com">uvdhatrak@gmail.com

- 8.1 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.
- 8.2 The Monitors shall not be subject to instructions by the representatives of the parties and performs their functions neutrally and independently.
- 8.3 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.
- 8.4 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER.
- 8.5 The BIDDER(s) accepts that the Monitors has the right to access without restriction to all Project documentation of the BUYER 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 subBidders. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/subcontract(s) with confidentiality.
- 8.6 The BUYER 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.
- 8.7 The Monitor will submit a written report to the designated Authority of BUYER/Secretary in the Department/within 8 to 10 weeks from the date of reference or intimation to him by the BUYER/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 BUYER 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 will be the seat of the BUYER.

**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:**

The validity of this Integrity Pact shall be from date of its signing and extend up to two years or the complete execution of the contract to the satisfaction of both the BUYER 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.

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.

"IN WITNESS WHEREOF, the parties have executed this Pre Contact Integrity Pact on the date first mentioned hereinabove by their duly authorized representatives." At \_\_\_\_\_  
on \_\_\_\_\_

**BANK/ BUYER**

Name of the officer :  
Designation : Deputy Zonal Manager  
Patna Zone  
Bank of Maharashtra.

**BIDDER / BIDDER/ BIDDER**

Name of the officer :  
Designation :

(office Seal)

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

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

Witness :

1. \_\_\_\_\_

Name & Address : \_\_\_\_\_

\_\_\_\_\_

2. \_\_\_\_\_

Name & Address : \_\_\_\_\_

Witness :

1. \_\_\_\_\_

Name & Address : \_\_\_\_\_

\_\_\_\_\_

2. \_\_\_\_\_

Name & Address : \_\_\_\_\_

**PERFORMA FOR BANK GUARANTEE**

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

THIS GUARANTEE AGREEMENT executed at Patna on this ...day month of ....month of Two Thousand Twenty Four.

**BY**

..... **Bank**, a body corporate constituted under Banking Corporation (Acquisition and Transfer of Undertakings) Act, 1980, having its Registered Office/ Head 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)

**In favour of** Bank of Maharashtra, a body corporate constituted under Banking Companies (Acquisition and transfer of Undertaking) Act, 1970 and having its Registered office at 1501, Lokmangal, Shivajinagar, Pune – 411005 and a **Zonal Office at 2<sup>nd</sup> Floor, N.P. Tower, Near Colony More, Kankarbagh Main Road, Patna** (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** ..... having their registered office at .....(hereinafter called "**the Bidder**" which expression shall unless repugnant to the extent and meaning thereof includes its successor and assign) have entered into contract for work of and related tender Documents (**TENDER NO : AX67/GAD/Tender/HSK/2/2024-25 dated 14.07.2024**), general terms and conditions of Contract, Letter of Intent (LOI) and Agreement (hereinafter collectively referred to as "the said documents", with .... And said BIDDER has accepted the work more particularly described in the bill of quantities to the said documents (hereinafter collectively referred to as "**said work**"), subject to payment of the purchase price as stated in the said documents and also subject to the terms, conditions, covenants, provisions and stipulations contained the said documents.

2. **AND WHEREAS** pursuant to the above arrangement, the BANK, has placed work order dated ..... for "**SELECTION OF BIDDER FOR PROVIDING CLEANING & HOUSEKEEPING SERVICES**" at Bank of Maharashtra Zonal Office Patna premises, and at various other Bank's locations within state of Bihar".

" (hereinafter referred to as "**The Work Order**"), with ....., subject to the terms and conditions contained in the said documents and the BIDDER has duly confirmed the same.

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

4 . **AND WHEREAS** the BIDDER has returned the duplicate copy of the Work Order duly signed as token of its unconditional, unqualified and absolute acceptance, for the said work and has confirmed the performance/ execution of the said Contract and the said documents.

5. **AND WHEREAS** in accordance with the terms and conditions of the Contract, the BIDDER has agreed to procure an unconditional and irrevocable performance Bank guarantee, in favour of the BANK of Maharashtra, Zonal Office Patna from a Scheduled BANK (herein referred as **Guarantor**), for securing towards faithful observance and performance by the BIDDER of the terms, conditions, covenants, stipulations, provisions of the said Contract.

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

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

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

The Guarantor hereby guarantees and undertakes to pay, on demand, to the BANK at its Zonal Office at **2<sup>nd</sup> Floor, N.P. Tower, Near Colony More, Kankarbagh Main Road, Patna** forthwith, an amount of **Rs. ..../-** or any part thereof, as the case may be, as aforesaid due to the BANK from the BIDDER, towards any loss, costs, damages, etc. suffered by the BANK on account of default of the BIDDER 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 BIDDER. 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 BIDDER or any dispute between the BANK and the BIDDER pending before any Court, Tribunal, Arbitrator, or any other authority.

The Guarantor undertakes not to revoke this Guarantee during the currency of these presents, without the previous written consent of the BANK and further agrees that the Guarantee herein contained shall continue to be enforceable until and unless it is discharged earlier by the BANK, in writing or until **.../.../2024** whichever is earlier.

The BANK shall be the sole judge to decide whether the BIDDER has failed to perform the terms of the said Contract by the BIDDER to the BANK and on account of the said failure what amount has become payable by the BIDDER 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 Guarantor shall be liable under this guarantee as if it were the principal debtor.

The liability of the Guarantor, under this Guarantee shall not be affected by any change in the constitution or winding up of the BIDDER or any absorption, merger or amalgamation of the BIDDER with any other Company, Corporation or concern; **or** any change in the management of the BIDDER or takeover of the management of the BIDDER by the Government or by any other authority; **or** acquisition or nationalization of the BIDDER and/or of any of its undertaking(s) pursuant to any law; **or** any change in the constitution of the BANK; **or** 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** 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.

Notwithstanding anything contained hereinabove, the liability of the Guarantor hereunder shall not exceed **Rs. ..../(Rupees .....**).

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 Patna city where the BANK has its Head Office shall alone have jurisdiction to the exclusion of all other courts.

Bank of Maharashtra shall be at liberty to vary, and alter or modify any of the terms and conditions of the Agreement/tender including without limitation to extend from time to time, the time for the performance of the Agreement/tender by the Bidder or to postpone from time to time any of the powers exercisable by BANK of Maharashtra against the Bidder, to forbear or to enforce any of the terms and conditions of the Agreement/tender, without in any manner affecting this Guarantee and without notice to or assent of the BANK provided that nothing contained hereinabove extends or enlarges the liability of the BANK under this guarantee.

The Guarantor waives any right requiring to BANK of Maharashtra proceed first against the Bidder or requiring BANK of Maharashtra to first enforce any other security or any other guarantee.

The Guarantor agrees and confirms that its obligation to make payment to BANK of Maharashtra on demand hereunder and discharge of such obligation shall not be delayed, exercised or avoided by reason of any act or omission on the part of BANK of Maharashtra the legal consequence of which may be the discharge of the BANK as guarantor.

The Guarantor declares and confirms that the BANK has taken all necessary corporate action to authorize the execution delivery and performance of this Guarantee in accordance with the terms hereof and that the BANK has full power to enter into and performance & discharge its obligations undertaken hereunder and this Guarantee constitutes legal, valid and binding obligation of the BANK, enforceable in accordance with its terms.

This guarantee shall be governed by and construed in all respects according to the laws of the India and shall be subject to the jurisdiction of the court in Patna.

All notices, demands or communications required or permitted to be given hereunder shall be in writing and shall be valid and sufficient if dispatched and acknowledged as received as follows:

IF to the BANK: .....  
The Branch Manager  
The Name of BANK and Address : .....

IF to BANK of Maharashtra, Zonal Office Patna,  
Bank of Maharashtra, Zonal Office, 2<sup>nd</sup> Floor,  
N.P. Tower, Near Colony More, Kankarbagh Main Road, Patna-800020

Any party hereto may change its address by a notice given to the other party hereto in the manner set forth above, all notices, demands and other communications shall be made in writing thru letter or courier/registered post.

Any forbearance or indulgence on the part of BANK of Maharashtra, Zonal Office, Patna in the enforcement of the covenants, agreements, conditions and provisions express or implied on the part of the Bidder to be performed, observed or complied with by the Bidder under the Agreement /terms & conditions of tender shall in no way relieve the Guarantor of its liability

under the Guarantee provided that nothing contained hereinabove extends or enlarges the liability of the Guarantor under this guarantee.

Terms and expression defined in the Agreement / tender and used herein shall have the meanings assigned to them therein save and except where the context otherwise require.

**Notwithstanding anything to the contrary contained herein:**

The BANK's liability under this Bank Guarantee shall not exceed **Rs. .../- (Rupees .....**

This BANK Guarantee shall be valid **upto 04 years** i.e. ..././\_\_\_\_\_.

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

Every Guarantee shall be issued (regardless of the guarantee period) with a minimum claim period of one year from the date of expiry on top of the guarantee period so as to avail benefit of Exception 3 of the Section 28 of the Indian Contract Act, 1872.

This guarantee is non-assignable and non-transferable.

**IN WITNESS WHEREOF THE BANK HAS SET ITS HAND AND SEAL THE DAY AND YEAR FIRST ABOVE WRITTEN**

SIGNED AND DELIVERED BY  
the within named Guarantor,

\_\_\_\_\_,

by the hand of Shri. \_\_\_\_\_,  
its authorized official.

**Note** :- a) The Name and Designation of the Authorized officer(s) of the BANK should be compulsorily mentioned.

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



### **Annexure I : SCOPE OF WORK**

- Bank requires engagement of 60 personnel for Cleaning and housekeeping Services for week days for six days a week.
  - Requirements of persons can be increased or decreased as per the requirement. Tenderer can be asked for to provide manpower on Sunday or Holiday if need arises and payment would be made on pro – rata basis.
  - The Tenderer/ Bidder approved for providing cleaning and housekeeping services (hereinafter called the "Bidder" or the "cleaning and Housekeeping Bidder"), will be fully responsible for ensuring sweeping/cleaning of the entire Zonal Office premises and at other locations situated in Bihar as mentioned in Annexure II.
1. The purpose of cleaning and housekeeping is that the entire Zonal Office premises and at other locations situated in Bihar and must look neat and clean at every time and the Bidder has to undertake all such jobs/activities required to maintain premises neat and clean whether such activities are elaborated here under or not.
  2. Cleaning should be completed in office cited premises prior to opening of office hours of Head Office, or other offices so that work in office does not get interrupted in the middle for cleaning purpose
  3. The work of sweeping, cleaning and moping of all the area of Patna Zonal Office and other locations in Bihar including rooms, toilets, corridors, inside the premises and all-round the branch/office premises, building, generator room.
  4. Brooming, sweeping and washing of corridors and staircases.
  5. Sweeping and mopping of toilets, bathrooms, urinals-twice a day.
  6. Spraying of Room Freshener/ deodorant in toilets and Officers rooms.
  7. Dusting and cleaning of office furniture, office equipment's including tables, chairs, side tables, racks and doors, paper trays and all other installations, sweeping of floors, mopping of floors-twice a day. Sweeping of lawns and open area. Emptying of all dustbins, Dusting of doors, cleaning of wash-basin and mirror, cleaning of toilet seats/Urinals (with sanitary and water) twice a day. Sweeping of open space and removal of garbage there from. Complete cleaning with soft brooms.
  8. Removal of discarded materials to the designated places. Removal of sweeping and discarded/unwanted, un-useful materials (as decided and directed by the Office Superintendent). Moving of articles like tables, chairs, almirahs, display boards, stationery items, gunny bags, boxes etc. as and when such shifting is necessary.
  9. Replenishment of soap, urinal cubes, naphthalene balls/air purifiers (As and when required), Dusting of doors, dusting of room coolers, air conditioners.
  10. Polishing of floors, cleaning of walls & window panes. Washing and wiping / mopping of floors. Thorough cleaning of toilets with suitable cleaning agents. wiping & cleaning of fixtures, fittings.
  14. Dusting of files and file racks and cleaning of walls & window panes.
  17. Polishing of staircase railings, cleaning of Venetian blinds and cobwebs of walls.
  18. Cleaning and dusting of furniture, fixtures and fittings, carpet cleaning with vacuum cleaner. Daily cleaning/dusting of writing tables, working tables, chairs, telephones, computers office cubicles, photocopier machines, fax machine, printers etc.
  19. Removal of blockage, if any, occurring in the drains, floor traps toilets bath room, rain water pipes and gutters etc.
  20. Loading, unloading, shifting of material as per Bank's requirement within or outside of premises.

- **Any other activities not listed above but related to housekeeping & cleaning and overall office maintenance not listed above also are part of scope of work.**

**Annexure II : Locations for providing the Service**

The Tender is proposed for providing the Cleaning & Housekeeping Services at the following locations: -

- Bank of Maharashtra Patna Zonal Office at N.P. Tower, 2<sup>nd</sup> Floor, Near Colony More, Kankarbagh Main Road, Patna.
- Other locations (Service Points) in Bihar State.

### **Annexure III : Payment Terms**

The payment shall be released on monthly basis after the close of each month against the invoice provided by the Bidder. The monthly bill for the above said contract shall be submitted by the Bidder by 7th of following month and payment shall be released upon satisfactory performance after adjusting any cost borne by Bank due to any reason/damages caused by the Bidder or his employees, down time etc., as applicable.

Income tax and other taxes and surcharge at source, as applicable will be deducted from payments at the prevailing rates.

**The payment shall be made on submission of the following documents:**

- The payment to workmen shall be as per the rates mentioned in the Commercial bid are as per the minimum wages (unskilled labour) **Order F.No. 1/7(5)/2024-LS-II based on the circular of Ministry of Labour and Employment, Office of the Chief Labour Commissioner, New Delhi dated 01/04/2024.**
- The rates shall be increased during the course of contract period if and only if there is amendment of circular **vide Order F.No. 1/7(5)/2024-LS-II based on the circular of Ministry of Labour and Employment, Office of the Chief Labour Commissioner, New Delhi dated 01/04/2024.**
- **The amount quoted by bidder over and above the minimum wages shall be considered as profit & any change in minimum wages the bidders profit shall be increased proportionately.**
- Certificates with regard to payment made to staff deployed at Bank in accordance with the latest Minimum Rates of Wages as fixed from time to time as per the relevant Government guidelines. The Bidder shall furnish photocopies of monthly Wages Payment Sheet duly signed by individual employees along-with bills.
- Payment shall be directly remitted in Bank A/C of the bidder / Bidder as per latest guidelines of the Labour Department. Afterwards Bidder has to deposit in individual employees account and proof to be submitted.
- Photo copies of Bank Challans of previous month for the amount deposited in the bank for ESI and PF along with Compliance certificate.
- The Bidder will furnish every month a certificate along-with bill to the effect that all statutory obligation/ requirements has been complied with in regard to wages, contribution to PF/ ESI/ Gratuity etc. to their staff and Bank will not assume any responsibility thereto.

**ON THE LETTER HEAD OF BIDDER**

**Annexure-IV :**

**DECLARATION BY THE BIDDER**

I/We have read and examined the bid document, terms and Conditions of bid and other documents and Rules referred to in the bid and all other contents in the bid documents for the **"SELECTION OF BIDDER FOR PROVIDING CLEANING & HOUSEKEEPING SERVICES"** at Bank of Maharashtra Patna Zonal Office and various other Bank's location in Bihar".

I/We hereby submit bid for (Name of Work-----) within the specified time schedule.

I/We agree to keep the bid open for One hundred & eighty (180) days from the date of opening of technical bid thereof not to make any modifications in its terms and conditions.

I/We hereby declare that I/We treat the bid documents, drawings and other records connected with the consultancy as secret / confidential documents and shall not communicate information / derived there from to any person except to whom, I/We may be authorized to communicate the same or use the information in any manner prejudicial to the interest of the company.

If I/We fail to commence the specified work I/We agree that the said Bank of Maharashtra or his successors in office shall without prejudice to any other right or remedy, be at liberty to forfeit the said Earnest Money/Performance Security Deposit and Bank may take necessary action as per terms and conditions of tender as deemed fit

Enclosures:

DD/Pay Order NO (as EMD) : .....

Terms & conditions (each page and Annexure documents are signed & stamped with the seal)

Financial Bid. (Signature of Bidder with seal)

Name:

Address:

Date:

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

Date:

Signature of Bidder Stamp

**ON THE LETTER HEAD OF BIDDER**

**Annexure-V : Undertaking of Site Visit**

- a) Certified that I / we have visited the site / BANK on \_\_\_\_\_ and assessed the nature and amount of work involved before submitting our offer. We will be able to execute the work within the available site condition and terms and conditions of the tender.
- b) I undertake that I / we have visited the place/sites or representative of I/we have visited site or have acquainted with the mentioned site of tender, and noted & studied the site feasibilities for **CLEANING & HOUSEKEEPING SERVICES** of said Premises.
- c) Manpower & Materials supplied by us will be suitable for in the existing location / condition with sufficient space all around. No extra cost will be claimed by me later for any difficulties/modifications involved for total execution of all the works mentioned in the tender. I also understand that the work, if required to be completed on priority basis, so we are ready to work in day / night hour subject to availability of site/space.

(Signature of Bidder):

(NAME):

(SEAL):

Note: Bidder shall visit the site with prior approval. The contact number for visit of site is 0612-2385020.

**ON THE LETTER HEAD OF BIDDER**

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

**UNDERTAKING REGARDING BLACKLISTING/ NON-DEBARMENT**

To,  
Zonal Manager,  
Bank of Maharashtra  
Patna Zone, N P Tower,  
2<sup>ND</sup> Floor, Kanakrbag Colony More  
Patna, Bihar-800020

We here by confirm and declare that we, M/s----- is not blacklisted/De-registered/debarred by any Government department/ Public Sector Undertaking/ Private Sector/ or any other Bidder for which we have executed/undertaken the works/services during the last 02 years. If this declaration is found to be incorrect then without prejudice to any other action that may be taken, my/ our security amount may be forfeited in full and the tender if any to the extent accepted may be cancelled and any necessary action that Bank's deemed to be may be taken against undersigned.

Thanking you,  
Yours faithfully,

Signature.....  
Name.....  
Seal of the organization...

Date.....  
Place.....

**LETTER HEAD OF BIDDER**

**Annexure-VII : NON DISCLOSURE UNDERTAKING**

I/We understand that Bank is committed to Information Security Management System as per their Information Security Policy.

Hence, I/We M/s....., who are submitting offer for providing services to Bank of Maharashtra against Tender No : **TENDER NO. AX67/GAD/TENDER/HSK/2/23-24** hereby undertake to comply with the following in line with Information Security Policy of Bank of Maharashtra.

To maintain confidentiality of documents & information which shall be used by the Bidder/selected bidder during the period of the Contract.

The documents & information shall not be revealed to or shared with any third party.

Yours faithfully,

(Signature, Date & Seal of Authorized Signatory of the Bidder)

Date:- Place :-

**Annexure-VIII Relevant Circular Ministry of Labour & Employment**



No.1/7(5)/2024-LS-II  
Government of India  
Ministry of Labour & Employment  
Office of the Chief Labour Commissioner(C)  
New Delhi

**ORDER**

Dated: 01/03/2024  
BY

In exercise of the powers conferred by Central Government vide Notification No. S.O. 190(E) dated 19<sup>th</sup> January, 2017 of the Ministry of Labour and Employment the undersigned hereby revise the rates of Variable Dearness Allowance on the basis of the average Consumer Price Index for Industrial workers reaching 399.70 from 385.97 as on 31.12.2023 (Base 2016=100) and thereby resulting in an increase of 13.73 points. The revised Variable Dearness Allowance as under shall be payable from 01.04.2024:-

**RATES OF V.D.A. FOR EMPLOYEES EMPLOYED IN "Employment of Sweeping and Cleaning excluding activities prohibited under the Employment of Manual Scavengers and Construction of Dry Latrines (Prohibition) Act, 1993"**

AREA	RATES OF V.D.A. PER DAY (in Rs.)
A	255
B	214
C	172

Therefore, the minimum rates of wages showing the basic rates and Variable Dearness Allowance payable w.e.f 01.04.2024 shall be as under:-

AREA	RATES OF WAGES PLUS V.D.A PER DAY		
	Basic Wages (Rs.)	V.D.A (Rs.)	Total (Rs.)
A	523	255	778
B	437	214	651
C	350	172	522

The VDA has been rounded off to the next higher rupee as per the decision of the Minimum Wages Advisory Board.

The classification of workers under different categories will be same as in Part-I of the notification, whereas classification of cities will be same as in the Part-II of the notification dated 19<sup>th</sup> January, 2017. The present classification of cities into areas A, B & C is enclosed at Annexure I for ready reference.

  
(Dr. Onkar Sharma)  
Chief Labour Commissioner(C)



BANK OF MAHARASHTRA  
Zonal Office,  
2<sup>nd</sup> Floor, N.P. Tower, Near Colony More,  
Kankarbagh Main Road, Patna-800020

# FINANCIAL BID

TENDER NO. AX67/GAD/TENDER/HSK/2/24-25

TENDER FOR

**“SELECTION OF BIDDER FOR PROVIDING CLEANING,  
& HOUSEKEEPING SERVICES” at Bank of Maharashtra  
Zonal Office Patna and various other Bank’s  
locations within Bihar State”.**

**PRICE BID  
(BILL OF QUANTITIES)**

<b>PRICE BID: SELECTION OF BIDDER FOR PROVIDING CLEANING &amp; HOUSEKEEPING SERVICES</b> at Bank of Maharashtra Patna Zonal Office and various other Bank's locations within Bihar State".					
<b>***** format for quoting the price : Point No 8 on page no 6 of Tender Document to be refereed</b>					
Sr. No.	Description (A)	Quantity of Man-power	Unit	Rate (Rs)	Amount (Rs)
	Total cost for 58 workers (unskilled) for 08 hours a day & 05 workers (semi-skilled) for 8 hours a day on monthly basis. <b>Order F.No. 1/7(5)/2024-LS-II based on the circular of Ministry of Labour and Employment, Office of the Chief Labour Commissioner, New Delhi dated 01/04/2024.</b>				
1	For unskilled Worker 01 year	60	Nos.		
2	For Semi Skilled Worker 01 year	0	Nos.		
<b>3</b>	<b>Total</b>				
	CGST (9%)				
	SGST (9%)				
<b>4</b>	<b>Total (Incl GST)</b>				

**\*\* The rates shall be quoted considering all terms and conditions of the tender for 01 year.**

TOTAL AMOUNT Rs. \_\_\_\_\_ (excel GST)  
TOTAL AMOUNT in words: Rs. \_\_\_\_\_ excel GST)

TOTAL AMOUNT Rs. \_\_\_\_\_ (Inclusive GST)  
TOTAL AMOUNT in words: Rs. \_\_\_\_\_ (Inclusive GST)

(Signature of the authorized person with stamp of the firm/company)  
Name of the authorized person:  
Date:

**Declaration by Bidder:**

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

**SEAL& SIGN OF BIDDER**

**Note:** The Price Bid shall cover all clauses of the technical specifications and Detailed Scope of Work as per the tender.

Tender No : **AX67/GAD/TENDER/HSK/1/24-25**

**DISCLAIMER : -**

The information contained in this Tender document or information provided subsequently to bidder(s) or applicants whether verbally or in documentary form by or on behalf of Bank of Maharashtra ("Bank of Maharashtra / Bank"), is provided to the bidder(s) on the terms and conditions set out in this Tender document.

This Tender document is not an agreement and is neither an offer. The purpose of this document is to provide applicants who are qualified to submit the bids ("Bidders") with information to assist them in formulation of their proposals ("Bids"). This Tender document does not claim to contain all the information each Bidder may require. Each Bidder may conduct its own independent investigations and analysis and is free to check the accuracy, reliability and completeness of the information in this document. Bank makes no representation or warranty, express or implied, and shall incur no liability whatsoever under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this document. Bank may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this document.

The information contained in the document is selective and is subject to update, expansion, revision and amendment. Bank of Maharashtra does not undertake to provide any Bidder with access to any additional information or to update the information in this document or to correct any inaccuracies therein, which may become apparent. Bank of Maharashtra reserves the right of discretion to change, modify, add to or alter any or all of the provisions of this document and/or the bidding process, without assigning any reasons whatsoever. Such change will be intimated or made accessible to all Bidders. Any information contained in this document will be superseded by any later written information on the same subject made available/accessible to all recipients by Bank of Maharashtra. Bank of Maharashtra also does not accept liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this document.

**Bank of Maharashtra reserves the right to reject any or all the responses to the tender documents / Bids received in response to this tender document at any stage without assigning any reason whatsoever and without being liable for any loss/injury that Bidder might suffer due to such reason. The decision of "Bank of Maharashtra" shall be final, conclusive and binding on all the parties directly or indirectly connected with the bidding process.**

It may be noted that notice regarding corrigenda, addendums, amendments, time-extensions, clarifications, response to bidder's queries etc., if any to the tender document, will not be published through any advertisement in newspapers or any other media. Prospective bidders shall regularly visit Bank's website for any changes / development in relation to this tender document.

**CHECK LIST OF DOCUMENTS ENCLOSED**

<b>Sr.No</b>	<b>Documents to be submitted</b>	<b>Submitted</b>	<b>Relevant Number</b>
1	Copy of Registration of firms		Regd. No :          Dated :
2	Copy of Registration certificate of EPF		EPF No :            Dated :
3	Copy of Registration Certificate of ESI		ESI No :            Dated :
4	Copy of Labor license		License No :        Dated :
5	Copy of ISO 9001-2008 Certificate if available		ISO No :            Dated :
6	Copy of MSME Certificate		MSME Registration No :    Dated
7	GST Registration Copy		GST No              Dated :
8	Copy of PAN/TAN Card		PAN NO
9	Copy of Income Tax Return for last 3 years (FY 2020-21,21-22 & 22-23)		Profit (Rs) for last three years
10	Copy of Projected Balance Sheet		
11	Last 3 years audited statement from Chartered Accountant		Turnover (Rs) for last three years
12	List of clients indicating quantum of work executed with them along with work orders,		Separate list indicating nature of contract, manpower deployed at single point, total manpower strength for all the ongoing contracts
13	Proof of experience		
14	Details of EMD deposited		DD No : Date :
15	Signature on each and every page		Signed tender copy to be uploaded
16	Rate quoted complies with the Minimum Wages Act of Govt. of India (Central Govt.) with all other statutory provisions and Service Charge		

**Signature of Bidder Seal of Establishment**

**Full Name of Bidder with address & Date**

