



Corporate Service. Dept.

Tender towards Annual Maintenance Contract for Operation & Maintenance of  
Electrical installation in Lokmanagal Building, HO

---



**Tender towards Annual Maintenance  
Contract (AMC) for Operation &  
Maintenance of Electrical installation in  
Bank of Maharashtra, Shivajinagar,  
Lokmanagal Building, Head Office  
including Bank quarter/Premises in Pune  
Area**

**Tender No. : - AX1/BOM/CSD/AKR/Electrical AMC/1/2020-21**



**INDEX**

Sr. No.	Description	Section	Page No.
<b>Technical Bid</b>			
1	Notice Inviting Tender	Section-1	2 to 4
2	Selection of Contractor for AMC for Electrical work	Section-2	5 to 6
3	Selection Criteria	Section-3	7 to 8
4	Scope of service to be offered	Section-4	9 to 12
5	Form/Annexure 1 - 8	Section -5	13 to 20
6	Electrical System Network & Minimum qualification of Electrician	Section- 6	21 to 25
7	General conducts of contract	Section-7	26 to 34
8	Special conditions of the contract	Section -8	35 to 37
9	<b>Form/Annexure 1 to 11</b> <ul style="list-style-type: none"> <li>➤ Agreement</li> <li>➤ Bank Guarantee</li> <li>➤ Confirmation Site conditions</li> <li>➤ No deviation Certificate</li> <li>➤ Declaration</li> <li>➤ Undertaking Electrical System</li> <li>➤ Integrity Pact</li> </ul>	Section-9	38 to 62
<b>PRICE BID</b>			
10	<b>FINANCIAL BID</b>	<b>AMC Electrical System</b>	<b>63 to 65</b>
11	<b>Disclaimer</b>		<b>66 to 67</b>

## SECTION-1

### NOTICE INVITING TENDER

- I. Bank of Maharashtra invites tender in a two cover system (Technical and Commercial Bid) for selection of Contractor for rendering services for operation & maintenance of Electrical installation in Bank of Maharashtra, Lokmanagal Building, Head Office, Pune & Bank's quarter/Premises in Pune.
- II. Initially the work will be awarded to the lowest bidder (L1) for one year and contract will be renewed for further period of three years on mutually agreed rates & basis of performance of the selected bidder/contractor. In case performance is not satisfactory, the Bank will terminate the contract by giving one month notice to the selected bidder/Contractor and impose the penalty as per the tender terms.
- III. The Earnest Money Deposit (EMD) of Rs. 15, 000/- will be paid through Bank draft by the selected bidder/contractor. The earnest money deposit will not bear any interest. The earnest money deposit will be forfeited in the event of any evasion, refusal or delay on the part of the selected bidder/Contractor to sign and execute the contract on acceptance of his tender. The earnest money deposit, without any interest, will be returned to the contractors whose quotations are not accepted. The earnest money deposit of the successful bidder, will be returned without any interest only after the successful completion of the project.
- IV. Micro & Small Enterprises registered with National Small Industrial Corporation (NSIC) or equivalent and having single point registration are exempted for payment of EMD to the extent of monetary limit stated in the registration certificate. In case the bid value exceeds the monetary limit, the Contractor will have to submit EMD of difference amount. Tenderer should submit the valid certified copy of NSIC or equivalent registration certificate/ renewal certification. Photocopy of application towards registration / renewal is not acceptable.
- V. Date of issue of Tender Document : **01 February 2020**
- VI. The last date is for submission of tender is **February 15, 2020 by 03: 00 PM**. EMD is required to be deposited before last date & time of submission of Tender. The EMD is required to be submitted along with Technical bid in the same envelope.
- VII. The above tender will be valid for a period of 120 days from last date of submission of Tender viz. **February 15, 2020.**
- VIII. Tender which do not fulfill all or any of the Bank's terms & conditions and/or incomplete in

any respect are liable to be rejected. Any discrepancies, omission, ambiguities in the tender format may be brought to the notice of Bank's officials during Pre-Bid meeting to get necessary clarifications in the matter. Bank shall not be responsible if any discrepancies, omission, ambiguities in the tender format or any doubts which are brought to the notice of Bank after pre-bid meeting. Queries may be clarified by visiting this office on or before prebid meeting as mention in point no. VIII.

- IX. Pre-bid meeting will be on **February 11, 2020 at 11:00 AM** at **Corporate Service Department, Bank of Maharashtra, Lokmanagal Building, Head Office, Pune.**
- X. Tenderer should submit the following documents along with the technical bid :-
  - 1) Registration detail in the Maharashtra state as per the GST Act.
  - 2) EPF Registration detail.
  - 3) Copy of the PAN card
- XI. The tender document duly completed in all respects giving the aforesaid information is required to be addressed to the officer as indicated below and should be enclosed in a sealed cover super scribing in the top left hand corner of the cover as "**Tender towards AMC of Operation & Maintenance for Electrical Installation in Bank of Maharashtra, Lokmanagal Building, Head Office including Bank's quarter/Premises in Pune**" and dropped in the tender box kept for the purpose at reception area of Lokmanagal building on or before **03:00 PM on February 15, 2020.**
- XII. **\* Only typed Financial Bid is acceptable failing which the tender shall be summarily rejected without any notice.**  
The sealed cover is to be addressed to  
**AGM (Corporate Service Department), 1st floor,  
Lokmanagal Building, Head Office,  
Shivajinagar, Pune 411005**
- XIII. The sealed cover should necessarily be dropped in the tender box only kept on above location for the above purpose. The Bank would not be responsible incase the tender is handed over or submitted in person to any official/person in the office.
- XIV. Process for evaluation of Tender;
  - I. Initially technical bids will be opened on **February 15, 2020 at 04:30 PM** in the presence of interested tenderers or their authorized representatives. In case of any variations / conditions / deviations stipulated by the tenderers in their technical bid, the same will not be accepted by the Bank. Bids of Bidders / tenderers who fail to

comply with the terms and conditions of the technical bid will not be opened. Bank will not accept any conditional tender.

- II. The commercial bids of the tenderers who will be technically qualified be opened on the same day or else they will be opened on a stipulated date after due intimation of date, time & venue to all the tenderers.
- XV. All the rates mentioned in the Commercial bid are as per the minimum wages based on the circular of Ministry of Labour and Employment, New Delhi dated April, 2019. Tenderers are to quote only for Contractor's overhead & profit on percentage basis over the tender value Or AT PAR for the commercial bid given in the tender. 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
- XVI. The Bank reserves the right to accept/reject any tender or to annul the bidding process at any time prior to award of the contract, without assigning any reason thereof or without incurring any liability to the affected bidder (s) or any obligation to inform the affected bidder(s) of the grounds of Bank's action. The Bank shall also have the right to restrict the list of bidders to any number as deemed suitable. Bank also has the right to reject all the applications and to go in for re-advertisement without assigning any reason thereof. Any decision in this regard by Bank shall be final, conclusive and binding on the Bidder.

Pune  
Date 24/01/2020

S/d  
Deputy General Manager  
(Corporate Service Department)

## **SECTION 2**

### **Pre-qualification towards selection of Contractors for Annual Maintenance Contract (AMC) for Electrical Works at Lokmanagal Building, Head Office, Shivajinagar, including Bank's quarter in Pune area.**

#### **INSTRUCTIONS TO APPLICANTS/TENDERERS**

- Applications are required to be submitted giving full details about the organization, experience, technical personnel in the organization, proven competence to handle similar works etc. in the enclosed proforma, which will be kept confidential. Applicants should ensure submission of all the documents/certificates, supporting work experience, value of works executed/on hand etc. duly signed by respective clients / owners of the projects. In case of completed works, completion certificate from the clients shall be treated as valid proof.
- The Application document shall be signed by the person/s on behalf of the organization having necessary Authorization / Power of Attorney to do so. Each page of the application should be signed (Copy of Power of Attorney / Memorandum of Association shall be furnished along with the application cum tender document).
- This Tender document is not transferable. Only the bidder, who purchased this tender is entitled to quote.
- If the space in the proforma is insufficient for furnishing full details, such information may be supplemented on separate sheet stating therein the part of the proforma and serial number. Separate sheets shall be used for each part of the application format duly signed by the authorized signatory.
- While filling up the application with regard to the list of similar works completed or in hand, the applicant shall only include those works which individually cost not less than the specified value.
- The applicant must read the terms and conditions of the pre-qualification carefully. He should only submit his bid if eligible and in possession of all the required documents.
- Set of Application Documents :  
The following documents will constitute as a Application Documents:
  1. Notice Inviting Tender

2. Instruction to Applicants/Tenderers.
  3. Selection Criteria
  4. Scope of Services to be offered
  5. Forms/ Annexure
12. List of the documents to be submitted in hard copy along with application :
- a) Affidavit (in original) for correctness of Documents / Information.
  - b) Letter of Acceptance of Terms & Conditions of application.
  - c) Certificate of Chartered Accountant towards Turn Over (in Original) & Profit & loss statement for last three financial years.
  - d) Valid Electrical license for Maharashtra State.
  - e) Copy of the completion certificates as per the selection criteria.
- All the above documents shall be self-attested with stamp of firm.
- \* Only typed Financial Bid is acceptable failing which the tender shall be summarily rejected without any notice.**
13. The application have to be submitted in a prescribed sealed cover super scribed with the legend  
**" Application for selection of contractor for Annual Maintenance Contract (AMC) of Electrical works at Bank of Maharashtra, Lokmangal Building, Head Office, including Bank's quarter in Pune area.**
14. Last date for receiving application form in the prescribed format is **15 February 2020 up to 03:00 PM** at the office address as mentioned below:

**The Deputy General Manager (Corporate Services Department), Bank of Maharashtra, Lokmanagal Building, Head Office, Pune.**

Applications which do not fulfill all or any of the terms & conditions and/or incomplete in any respect are liable to be rejected. Any discrepancies, omission, ambiguities in Application format may be brought to the notice of the Bank officials to get necessary clarifications in the matter. In case of any queries, you may contact the Bank officials at telephone numbers **02025614336 during 10.30 am to 05.30 pm on all working days.**

15. Decision of the Bank in regard to selection of the contractor shall be final and the Bank is not bound to assign any reason thereof. The Bank also reserves the right to reject any or all the applications/tenders without assigning any reason thereof.

Signature of the Applicant with seal Date:

Place:

**Section -3**

**SELECTION CRITERIA:-**

1. Minimum 5 years' experience by the applicant as on December 31, 2019 towards Annual Maintenance Contract (AMC) of Electrical works as described in para 4 of Similar work.
2. The applicant should have executed the work pertaining to Annual Maintenance Contract (AMC) of Electrical works in the office/institutional building/Large Public & Private Corporate of minimum G+3 Floor above as a single project completed in India.
3. Within last 5 years ending on December 31, 2019, the applicant should have completed design & up-gradation major & minors works of Power & distribution System in Institutional building and commercial building works as under :

One similar completed work costing not less than Rs.12 Lacs

Or

Two similar completed works costing not less than Rs.7.5 Lacs.

Or

Three similar completed works costing not less than Rs.6 Lacs.

4. **The applicant should have completed at least one year work experience from Govt/ PSU/ PSBs/ Semi Govt. etc.**

**"Similar" works** shall mean carrying out Annual Maintenance Contract (AMC) of Electrical works in Banks, financial institutions, major hotels, and multistoried office buildings etc.

5. Applicant should have average financial turnover of at least Rs. 15 lacs during each of last 3 financial years.
6. Applicant should be profit making company during each of last 3 financial years.
7. Contractor should have valid **Electrical License to execute the electrical works.**
8. Contractor should have registered office or associate office in Pune with technically qualified staff to execute the above work. Necessary address proof shall be enclosed with application.
9. Contractor should have submitted valid registration no. of PF & ESI/GST etc.



- 
10. The solvency required for the bidder should be at least Rs. 10 Lacs. The solvency certificate shall from a nationalized or schedule bank and issued within a period of 12 months from the final date of submission of Pre- Qualification bid.

.....

**Documents required for verification:**

- (a) Certificate of Financial Turn Over & Profit & loss: At the time of submission of tender, the tenderer shall submit Certificate from Chartered Accountant mentioning Financial Turnover and Profit & loss of last 3 financial years or its balance sheet for 3 years' period.
- (b) The past experience in similar nature of work should be supported by completion certificates issued by Government/PSU/PSBs/Semi Government agencies in respect of the works awarded by them. In case the work experience is of Private sector, the completion certificate shall be supported with copies of work orders and copies of corresponding TDS certificate (Form 16 A).
- (c) Certified copy of the completion certificate as per the prequalification criteria.

.....

#### **Section -4**

#### **SCOPE OF SERVICES TO BE OFFERED**

1. The contractor shall deploy three **electricians (Skilled)** for the operation and maintenance of electrical installations in Bank of Maharashtra, Head office, Pune. The persons shall be deployed on round the clock basis including Saturdays, Sunday and other holidays. One electrician shall be deployed 24/7 & other 02 electrician on shift basis.

#### **Location of Site for Electrical AMC & Breakdown Maintenance by Service Provider:-**

- Bank of Maharashtra, Lokmangal Building
- Executive Flats at Dwarka Lords, Pimple Saudagar & other Bank owned Flats at Kothrud, Aundh, Karvenagar etc.
- MD & CEO Residency, Sapthshrunghi Bungalow at Ghokle cross Road, Model Colony □ Executive Guest house at Model colony, Pune.
- ED Residence at Mahabank house, Prabhat Road Pune.
- ED Residence at Bhosle nagar, Pune
- CVO Residence at Aundh-Khadki Road, Spicer Chowk, Pune
- Pimpri Premises of Bank
- Bajirao Road, Pune Premises
- Sub staff flats at Bibewadi, Pune

The above site location excluding Pimpri & Bajirao Road Pune Premises need not require any deployment of Electrician but the electrical work related to any electrical breakdowns of flats/Premises or in-house electrical work of wiring, Power system, Liasioning with M.S.E.D.C.L official for any type of Meter related issues, Electrical Inspection of Bank's vacant flats, Installation and replacement of electrical gadgets of flats, Monitoring of Electricity bills of Premises paid from Head office shall be under scope of work of deployed Electrician at Lokmanagal building Head office **including maintaining EPABX System at Head office.**

The scope of work shall also include receipt of electrical items (need base) from Local market for installation at various site at Pune. However Agency shall be free from any payment to suppliers from which the items were purchased. The bill for the same will be raised at Head office for payments of goods or any other services.

**There shall be provision for payment for conveyance allowance based on Per KM basis in financial bid.**

2. Work Schedule Plan of **one electrician (Highly Skilled), 02 electricians (Skilled)** for **Electrical AMC of Bank owned Premises.**



Sr. No	Electrical Team	Work Assigned	Remark
1.	One Skilled Electrician	24/7 will be deployed at Lokmanagal building	Work assignment are interchangeable among members.
2.	02 Skilled Electrician for General Duty	General Shift will be deployed at Lokmanagal building & shall attend any electrical breakdown/In house electrical work of Bank owned Premises <b>including maintenance of EPABX System in Head office.</b>	<b>Any one electrician should be well acquainted with EPABX Systems.</b>

- One electrician shall be deployed 24/7 and two electrician will report in the general shift from 9 AM to 7 PM from Monday to Saturday. **The contractor 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 contractor shall provide services beyond above mentioned hours to all the location as mentioned in CL.1**
- Routine operation & maintenance of all electrical installations such as substation equipment including transformers, HT/LT panels including CT/PT, DG Sets, Pump-motors, sewage pump, general lighting, office light fittings, normal/UPS power supply, telephone/data cabling points etc. in Bank of Maharashtra, Head office, Pune.
- Attending to day-to-day fault of any kind of light/fan fittings, water heaters, water pumps, motor starters, UPS panel, HT /LT cables, LT Panel, HT Panel and Transformers etc.
- Attending to faults in main switches, distribution boards, ACB's, OCB's, MCB's, MCCB's panel board etc. In case of major breakdown, the contractor should assist the in charge /department staffs till the rectification of the defects. Any charges towards engaging services of an expert agency for maintenance / rectification of major faults for 11 KV enclosed substation switchgear equipment's shall be payable extra. However, prior permission for availing such services shall be obtained from Bank.
- Attending cable faults, termination of cable, re-termination, if required. The contractor shall arrange to give temporary connection if the cable fault could not be rectified within a day.

8. Operation and maintenance of all major electrical installations in accordance with Manufacture's specifications, instruction Manuals, IE rules and other rules as specified by CEIG/CEA and MSDDL/PWD
9. To check the Power Factor (PF) and operate the capacitor bank for maintain PF above 0.98. A proportionate amount shall be deducted from the monthly bill submitted by the contractor, in case power factor falls below the minimum stipulated level due to any negligence in maintenance by the contractor.
10. Checking of all earth electrodes at least once in six months including watering them at regular intervals, continuity of earth, measurement of earth resistance and maintain E-N voltage below 2 Volts.
11. Replacement of tubes, lamps, oil, grease, CRC, CTC fuses , Installation of Electrical/ Electronic fittings & fixtures, cable laying , point wiring up to 5 mtr., Installation of sound system and other accessories with the spare parts provided by the Bank.
12. Constantly coordinate with the related equipment maintenance contractors for DG Set, ACs, UPS, Water purifiers, etc. and get the servicing done by them.
13. During breakdowns, the electrical staff should immediately rectify the problem or contact the respective equipment maintenance contractor, if any, for attending the breakdown.
14. Any other item/work not included above but required for ensuring uninterrupted and smooth electrical maintenance at the campus.
15. Preventive maintenance of all electrical installations to be carried out in a well-planned manner with periodicity as detailed in general or as directed.
16. Servicing of all panels, DB's on various floors on quarterly basis.
17. Routine preventive maintenance works such as checking and tightening of electrical wiring connections/joints and replacing accessories as and when required.
18. Cleaning and checking of all electrical appliances such as light fittings, ceiling/ exhaust fans, switchboard, cable boxes, panels etc., once in a quarter.
19. Cleaning of the meter/MCCB/Feeder Pillars/ distribution boards located at various locations on monthly basis.
20. Cleaning of LT/HT panel room, DG Panel, transformer room, Electrical Room, cooling tower panels etc. These areas should be kept neat and clean.
21. The contractor shall co-ordinate for the periodical inspection by competent authority such as Central/State Electrical Inspectorate, BEST etc. and shall obtain all necessary approvals and renewals for the entire Electrical Installations.

- 
22. All the removed materials for routine maintenance works should be brought to the office for accounting and a separate register needs to be maintained showing all received/used electrical consumables supplied by the Bank. No materials should be left anywhere in the campus.
  23. All tools and machinery required for routine works, preventive maintenance etc., such as pliers, cutter, screw drivers, spanner set, blower, drill machine, crimping tool, megger, earth tester, pipe wrench, tripod, safety equipment's etc. shall be provided by the contractor.
  24. All breakdown calls/complaints received during normal working hours should be attended to as early as possible. No complaints should be left unattended and not be postponed to next day.
  25. Any damage is caused to any equipment/or items available at the office premises due to negligence of the contractor's work force shall be entirely on contractor, the amount so involved on this account shall be deducted from the payment due to contractor.
  26. Dismantling of existing panel's devices, cables, conduits and other accessories after commissioning and handing over of the new system. Removal of all the dismantled items from the Bank's premises.
  27. It is not the intent to specify completely herein all details of the works covered under this application. All works shall conform in all respects to high standards of engineering, design and workmanship and shall fulfill the anticipated performance during the expected life of the system.
  28. Maintaining proper stock register under supervision of Bank's Electrical Engineer.
  29. Submission of annual consolidated Electrical report of the premises such as Lokmanagal (Head office building), Pimpri Premises & Bajirao Road Pune Premises.
  30. Maintaining the maintenance register for every days job work/Preventive maintenance work and shall be vetted from the Bank's Electrical Engineer.

.....

**Section -5**

**Forms/Annexure**

Annexure-I

**AFFIDAVIT**

**(To be submitted by Bidder on non-judicial stamp paper of Rs. 500/-  
(Rupees Five Hundred only) duly attached by Notary Public)**

(To be submitted in Envelope-1) Affidavit

of Mr.

.....S/o.....

R/o.....

I, the Deponent above named do hereby solemnly affirms and declare as under:

1.That I am the Proprietor/Authorized signatory of M/s. ....Having its Head Office/Regd. Office at .....

2. That the information/documents/Experience certificates submitted by M/s..... along with the application for ..... (Name of work).....To Bank of Maharashtra, Lokmangal,Head office, Pune are genuine, true and nothing has been concealed.

3. I shall have no objection in case Bank of Maharashtra, Lokmanagal Head office, Pune verifies them from issuing authorities. I shall also have no objection in providing the original copy of the document(s), in case Bank of Maharashtra, Head office, Pune demand so for verification.

4. I hereby confirms that in case, any document, information & / or certificate submitted by me found to be incorrect / false / fabricated, Bank of Maharashtra,Lokmangal, Head office, Pune at its discretion may disqualify / reject / terminate the bid/contract / All dues.

I, ....., the Proprietor / Authorized signatory of M/s..... do hereby confirms that the contents of the above Affidavit are true to my knowledge and nothing has been concealed there from..... and that no part of it is false.

Verified at .....this.....day of.....

DEPONENT

ATTESTED BY (NOTARY PUBLIC)



Corporate Service. Dept.

Tender towards Annual Maintenance Contract for Operation & Maintenance of  
Electrical installation in Lokmanagat Building, HO

Annexure-II

### ACCEPTANCE OF TENDER CONDITIONS

From: (On the letter head of the company by the authorized officer having power of attorney),

To

Bank of Maharashtra, Head office, Pune,

\_\_\_\_\_

\_\_\_\_\_

Sub: Name of the Work:-

Sir,

1 This has reference to above referred tender. I/We are pleased to submit our tender for the above work and I/We hereby unconditionally accept the tender conditions and tender documents in its entirety for the above work.

2 I/we are eligible to submit the bid for the subject tender and I/We are in possession of all the documents required.

3 I/We have viewed and read the terms and conditions of BOM carefully. I/We have downloaded the following documents forming part of the tender document:

a) Notice Inviting Tender

b) Instructions to Firm

c) Scope of work

d) Annexure-I to Annexure-VIII

f) Corrigendum / Addendum / Other documents, if any.

4. I/we have submitted the mandatory documents such as Completion Certificate and other documents as required as per Notice Inviting Tender.

Yours faithfully,

(Signature of the tenderer)

With rubber stamp

Dated \_\_\_\_\_



Annexure-III

**GENERAL INFORMATION**

1.	Name of Applicant / Company	
2.	Address for correspondence	
3.	Official e-mail for communication	
4.	Contact Person: Telephone Nos. Fax Nos. Mobile	
5.	Type of Organization: a) An individual b) A proprietary firms c) A firms in partnership (Attach copy of Partnership) d) A Limited Company (Attach copy of Article of Association) e) Limited Liability partnership (LLP) e) Any other (mention the type)	
6.	Place and Year of Incorporation	
7.	Details of Registration of Proprietor / Partners/ Directors with various Institutions	
8.	Name of Directors / Partners in the organization and their status along with their qualifications	
9.	Name(s) of the persons along with their qualification and designation, who is authorized to deal with Bank of Maharashtra, Head office, Pune (Attach copy of Power of Attorney)	
10.	Organization Chart of Key Personnel	
11.	Details of Awards / Appreciations supported with document to be submitted	
12.	Bank Details Name of the Bank : Account Number : IFS Code : Name & Address of the Branch: MICR Code: Email id of the Bank : GST No.	

**Signature of Bidder with Seal**





Corporate Service. Dept.

Tender towards Annual Maintenance Contract for Operation & Maintenance of  
Electrical installation in Lokmanagaj Building, HO

Annexure-IV

**Organization setup of the company (Details to be furnished in the following format)**

S.No.	Name	Designation	Qualification	Professional Experience and details of work carried out	Years with firms	Remarks

**Signature of Bidder with Seal**



Corporate Service. Dept.

Tender towards Annual Maintenance Contract for Operation & Maintenance of  
Electrical installation in Lokmanagat Building, HO

Annexure-V

Tender for: \_\_\_\_\_

**DETAILS OF EXPERIENCE CERTIFICATES FOR THE WORK EXECUTED  
DURING LAST 07 YEARS**

S.No.	Name of work and its location	Name of Client	Date and No. of Completion Certificate	Date of Start	Date of Completion	Cost of the Contract on completion	Value of TDS in case of Private Work	Reference and Page No. of Documentary Proof of the detail missing in completion certificate
1								
2								
3								
4								
5								
6								

1. Certified that the Completion Certificates of above works are enclosed with the application Documents.
2. Details mentioned in the above Form are as per Completion Certificates and have not been presumed.

If any detail is not mentioned in the Work Completion Certificate, documentary proof of detail is to be submitted and uploaded on Tender Website along with the Completion Certificate

**Signature of Bidder with Seal**



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

Corporate Service. Dept.

Tender towards Annual Maintenance Contract for Operation & Maintenance of  
Electrical installation in Lokmanagaj Building, HO

Annexure-VI

**DETAILS OF WORK IN HAND**

S.No .	Name of work and its location	Name of Client	Date of Start of Contract	Date of Completion of Contract	Time period of the contract	Estimate Cost of the Work	Value of TDS in case of Private Work ,if any	Remark
1								
2								
3								
4								
5								
6								

**Signature of Bidder with Seal**



Corporate Service. Dept.

Tender towards Annual Maintenance Contract for Operation & Maintenance of  
Electrical installation in Lokmanagat Building, HO

Annexure –VII

Tender for \_\_\_\_\_

**DETAILS OF SIMILAR WORKS EXECUTED DURING LAST 07 YEARS**

S.No.	Name of work and its location	Name of Clients	Estimated value of works	Actual Date of Start	Actual date of completion	Period of Contract	Reasons for the variation / delay , if any
1							
2							
3							
4							
5							
6							

If any detail is not mentioned in the Work Completion Certificate, documentary proof of detail is to be submitted.

**Signature of Bidder with Seal**



Corporate Service. Dept.

Tender towards Annual Maintenance Contract for Operation & Maintenance of  
Electrical installation in Lokmanagat Building, HO

Annexure -VIII

Name of Bidder \_\_\_\_\_

**TURN OVER FOR LAST THREE YEARS  
(Details to be filled online)**

1. Financial Analysis : This certificate is to be submitted in original along with the Bid Documents

		1 <sup>st</sup> FY 31.03.2017 Rs.(In Lacs)	2 <sup>nd</sup> FY 31.03.2018 Rs.(In Lacs)	3 <sup>rd</sup> FY (ending 31 <sup>st</sup> March 31,2019) Rs.(In lacs)	Average Annual Turnover Rs.(In lacs)
		A	B	C	(a+b+c)/3
(i)	Annual Turnover for the Financial Year (FY)				

II. CA certificate towards average annual turnover & Profit & loss statement of previous three Financial Years is to be enclosed.

**Signature of Bidder with seal**

## **Section-6**

### **ELECTRICAL SYSTEM /SCOPE OF WORK /MINIMUM ELIGIBILITY**

- a) Electrician: - He should have electrical wireman license from the institute recognized by the government. He should have a minimum of 5 year experience as electrician in highrise buildings or in an industry equipped with latest intelligent electrical system/equipment. Electrician must be willing to work in any shift and should have clear understanding of electrical systems, equipment and safety procedure, knowledge of maintenance of EPABX system.
- The appointed Contractor will have to deploy manpower as under :-
    - a. Electrician :- 03 Nos (Skilled)(Categories are defined for the purpose of taking Minimum Wages into consideration, as Notified by the Govt. of India from time to time that are to be paid to the workers deployed by the Contractor at Bank of Maharashtra, Lokmanagal, Head office, Pune. However, for the Staff falling under " Skilled Category" and having Specialized role in Bank of Maharashtra, Lokmanaga,Head office, Lokmanagal Building Pune, the Contractor may consider wages as per industry standards.)
  - Routine operation & maintenance of all electrical installations such as substation equipment including transformers, HT/LT panels including CT/PT, DG Sets, Pump-motors, sewage pump, general lighting, office light fittings, normal/UPS power supply, telephone/data cabling points etc. in Bank of Maharashtra, Lokmanagal, Head office, Pune.
  - Attending to day-to-day fault of any kind of light/fan fittings, water heaters, water pumps, motor starters, UPS panel, HT /LT cables, LT Panel, HT Panel and Transformers etc.
  - The scope of work includes fixing of A/c box, Fixing of TV, Laying of CAT 6 Cable for telephone & computer, Making of new/ replacement modular power point for electrical installation with suitable wiring, Installation of pedestal fan/ Wall Fan, Fixing of light fitting, laying of 3 core 1.5 Sq.mm armoured cable, Installation of exhaust fan, Installation of ceiling fan etc.
  - Attending to faults in main switches, distribution boards, ACB's, OCB's, MCB's, MCCB's panel board etc. In case of major breakdown, the contractor should assist in charge /department staffs till the rectification of the defects. Any charges towards engaging services of an expert agency for maintenance / rectification of major faults for 11 KV substation equipment's shall be payable extra. However, prior permission for availing such services shall be obtained from Bank.

- 
- Attending cable faults, termination of cable, re-termination, if required. The contractor shall arrange to give temporary connection if the cable fault could not be rectified within a day.
  - Operation and maintenance of all major electrical installations in accordance with Manufacture's specifications, instruction Manuals, IE rules and other rules as specified by CEIG/CEA and BEST
  - Operation of DG set including timely filling of diesel in DG set. A separate register shall be maintained with all the details for the operation and maintenance carried out including consumption of diesel oil.
  - To check the Power Factor (PF) and operate the capacitor bank for maintain PF above 0.98. A proportionate amount shall be deducted from the monthly bill submitted by the contractor, in case power factor falls below the minimum stipulated level due to any negligence in maintenance by the contractor.
  - Checking of all earth electrodes at least once in six months including watering them at regular intervals, continuity of earth, measurement of earth resistance and maintain E-N voltage below 2 Volts.
  - Replacement of tubes, lamps, oil, grease, CRC, CTC fuses and other accessories with the spare parts provided by the Bank.
  - Constantly coordinate with the related equipment maintenance contractors for DG Set, ACs, UPS, Water purifiers, etc. and get the servicing done by them.
  - During breakdowns, the electrical staff should immediately rectify the problem or contact the respective equipment maintenance contractor, if any, for attending the breakdown.
  - Any other item/work not included above but required for ensuring uninterrupted and smooth electrical maintenance should be carried out by the contractor as per the officer-in-charge of Bank's instruction.
  - Preventive maintenance of all electrical installations to be carried out in a well-planned manner with periodicity as detailed in general or as directed.
  - Servicing of all panels, DB's on various floors on quarterly basis.
  - Routine preventive maintenance works such as checking and tightening of electrical wiring connections/joints and replacing accessories as and when required.
  - Cleaning and checking of all electrical appliances such as light fittings, ceiling/ exhaust fans, switchboard, cable boxes, panels etc., once in a quarter.
  - Cleaning of the meter/MCCB/Feeder Pillars/ distribution boards located at various locations on monthly basis.

- 
- Cleaning of LT/HT panel room, DG Panel, transformer room, Electrical Room, cooling tower panels etc. These areas should be kept neat and clean.
  - Duty allocation shall be the Contractor's responsibility. Exact working hours will be fixed in consultation with officer-in-charge of Bank. Bank reserves the right to direct replacement/change in the manpower deployed by the Contractor, if his service is not found satisfactory.
  - The Contractor has to provide proper uniform with his organization's name/logo, shoe, raincoat, umbrella and I-card etc. to the manpower deployed at Bank.
  - Spares will be provided by the Bank in consultation with Contractor. However, the Contractor 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 Contractor 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'.
  - The Contractor shall also be responsible for supplying various Electrical safety signage's/posters/boards/drawings as and when directed by Bank.
  - **The Contractor shall maintain Petty Cash worth 5, 000/- with the Site Incharge/Supervisor at all the times to meet urgent/priority requirements at the site.**
  - The Contractor shall maintain proper entry and upkeep of relevant log books/registers as per statutory obligations in physical and shall also maintain complaints register, and work done/carried out reports to the satisfaction of Bank. The same can also be maintained & sent to Bank's officials by email.
  - All the systems/equipment shall be operated and maintained by the selected Contractor. Due to any wrong operation or improper maintenance of any equipment, if any breakdown occurs in the system (s) or damage to the machinery (ies), the Contractor has to repair/replace the damage equipment(s) for smooth operation of the systems.
  - The Contractor shall be responsible to carry out any specific work/installation of additional equipment/accessories/up-gradation/modernization/replacement, as per requirement, which is not covered under the contract, on competitive prevailing market rates after taking prior approval from Bank. Payment will be made separately on submission of bills for the said work.
  - No routine shut down shall be permitted during office hours. The Contractor shall be at liberty to carry out maintenance on holidays and after office hours but with prior permission of Bank.



- In case of any damage/theft/injury to Bank's people/tenants/premises/property/assets/ installations due to negligence of his workers for which Contractor is accountable, the Contractor will be liable to pay the compensation to Bank as decided and advised by Bank.
- The Contractor shall maintain the following records and log books during the contract period:
  - a. Necessary records of the services\work carried out will be maintained and the same has to be countersigned by the officer-in-charge of Bank whenever asked by Bank.
  - b. The Contractor shall be responsible to maintain the registers/forms as required under the prevalent control & state Govt. labour laws in force from time to time. The Contractor shall maintain the above neatly, completely and legibly for inspection by various statutory authorities and the company officials even at short notice.
- After completion of the said contract period, it will be the responsibility of the Contractor to depute his representative for a minimum period of 10 days to handover the charge or to explain about the duties/responsibilities of Bank's to the new Contractor/agency.
- **Details of equipment in respect of Electrical installation at Bank of Maharashtra, Head office, Pune:**

Sr. No.	Description	Quantity
1.	HT Panel consisting 11 KV HT MOCB	1 Panel Board (1 Incomer, 6 Outgoing Panel)
2.	Battery and Battery charger of the 11 KV above HT Panel	1 No.
3.	Transformer – 800 KVA (11 KV/0.415 V)-Air cooled	1 Nos.
4.	DG Sets – 500 KVA/300 KVA/65 KVA (operation only)	1 Nos each.
5.	LT main panel including emergency panel	1 set
6.	Rising Main panel	1 set
7.	Capacitor banks and automatic power factor correction equipment	1 set
8.	Water Supply Pump Panel & other.	2 set with 1 no's motors
9.	Sump Pump & Firefighting water motor pump Panel with motors	1 set each with 5 no's of 3 phase Motors



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

Corporate Service. Dept.

Tender towards Annual Maintenance Contract for Operation & Maintenance of  
Electrical installation in Lokmanagal Building, HO

10.	Distribution Boards in all Floor of Bank of Maharashtra, Head office, Lokmanagal Building, Pune.	All DBs in each floors
11.	Residential Flat at Kothrud,Aundh,Karvenagar,Model colony & other Bank owned premises at Pune	All DBs in each flats/Premises including electrical fixtures & wiring of flats.
12.	Electrical fixtures like lighting, street lights, fans, exhaust fans, garden lights , switch plates tec.	All light fittings in Bank of Maharashtra, Head office, Pune and all residential flats as mentioned in item no. 11.
13.	Other miscellaneous electrical works	1 set

Signature of the Applicant/Tenderer with seal

Date:

---

### **Section -7**

#### **GENERAL CONDITIONS OF CONTRACT (GCC):-**

1. The Contract will be awarded for period of one year initially, with a provision of three year extension subject to the evaluation of satisfactory performance of the Contractor by Bank. All the terms and conditions of the Tender and Contract will remain same in the 2<sup>nd</sup>, 3<sup>rd</sup> and 4<sup>th</sup> year, if extended. The performance of the Contractor will be evaluated every year on a continuous basis and extension of contract based on performance evaluated by Bank. Bank has a right to terminate the contract any time by giving one month's notice to the contractor.
2. Bank reserves the absolute right to reject any or all the Bids at any stage solely based on the past unsatisfactory performance of the contractor. The decision of Bank in this regard shall be final and conclusive.
3. The successful Contractor'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/ Contractor. The Contractor shall pay for all stamp duty and legal charges and incidental expenses, if any.
4. The Contractor is expected to quote rate after careful analysis of cost involved considering all specification and conditions of the contract. In case, 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. For scrutiny, the analysis for such rate is to be furnished by Contractor on demand. Fluctuations in the prices of any materials or equipment or labour etc. shall not be taken into account either for compensation for damage or for extras.
5. 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 hand of the authorized representative of the bidder.
6. The Contractor 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

Contractor have any doubt about the tender document, specification and found any discrepancies or omission in the scope of work etc., Contractor 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.

7. **Integrity Pact (IP)** shall be applicable for all the tenders/ contracts as indicated in tender document. The Integrity Pact shall be issued as part of the tender documents and shall be submitted by the Contractor along with Technical bid dully filled, signed and stamped by the authorized signatory of the bidder. Only those contractors who have entered into an IP with Bank shall be considered qualified to participate in the bidding. This shall be a preliminary qualification.
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 Contractor 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/ Contractors. Contractor 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, Lokmanagal, Head office, Pune under registered post (Acknowledgement Due), addressed to the Deputy General Manager, Bank of Maharashtra, Corporate Services Department, Lokmanagal Building, Shivajinagar, Pune-411005. **The Bank Guarantee shall be 10% of Contract amount.**
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 Contractor with Bank or Contractor does not comply with the latest guidelines of Ministry/ Commissions of Govt. of Pune or Govt. of India or local authentication in Pune. Bank reserve the right to reject /cancel the work order issued to a Contractor 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 Contractor should not sub-contract part or complete work detailed in the tender specification undertaken by him.
12. If the Contractor 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 Contractor 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 Contractor has any relationship with any of staff employed with Bank and same is not reported to Bank by the Contractor, such bid / contract shall be liable to be rejected and EMD of such Contractor shall be forfeited.
15. Bank shall not be liable for any expenses incurred by the Contractor 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 Pune 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 Contractor 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 Contractor'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 Contractor 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. Watch and ward in respect of all plants and machinery, materials etc. at site for use in work shall be the contractor's responsibility. No space belonging to Bank shall be occupied by the Contractor 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 Contractor under this or any contract or in any other forms, the moneys Bank is statutorily forced to pay to anybody due to Contractor'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 agency or deploy Bank's own/ hired or otherwise arranged resources , at the risk and cost of the Contractor after giving due notice period of one month to the Contractor in the event of :-
      - i) Contractor'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 Contractor.
      - v) Contractor's inability to complete the work as stipulated in the contract.
      - vi) Insolvency of the Contractor. 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 Contractor 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 Contractor shall fully indemnify Bank against any claims of whatsoever nature arising due to the failure of the Contractor in discharging any of his responsibilities. The following are the responsibilities of the Contractor in respect of observance of local laws, employment of personnel, payment of taxes etc.:

- 
- a. The Contractor 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.
  - b. The Contractor 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, 1952. 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 Contractor shall also give to the local governing body, police and other relevant authorities all such notices/information as may be required by the law.
  - c. The Contractor 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.
  - d. The Contractor 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.
  - e. Contactor 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.
  - f. The Contractor shall be responsible for proper accommodation including adequate medical facilities for personnel employed by him.
  - g. The Contractor 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 Contractor to make good the losses or compensate for the same.
  - h. The Contractor shall arrange, coordinate his work in such a manner as to cause no hindrance to other agencies working in the same premises.
  - i. All safety rules and codes applied by the Bank at site shall be observed by the Contractor without exception. The Contractor 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. Contractor



- 
- 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 Contractor till the completion of work under this contract.
- j. 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.
- k. The Contractor 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 Contractor's representative should be furnished to Bank.
- l. The Contractor 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 agency and to recover the costs incurred from running bills/security deposits of the contractor.
21. It is the sole responsibility of the Contractor 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 Contractor. 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 Contractor shall have to pay necessary compensation and other expense. Bank will not be responsible for any injury/death caused to the employees provided by Contractor at workplace. It will be the responsibility of Contractor 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 Contractor should be adequately covered under Personal Accident Insurance Plan and proof will be submitted with Bank by the Contractor. The Contractor 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 Contractor will submit necessary documents for lodging/processing of insurance claim. Bank will recover the loss from the Contractor, in case the damage/loss/theft has taken place due to negligence on the part of the Contractor or its staff. In case of any theft





of material under Contractor's custody, matter shall be reported to Police by the Contractor 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 Contractor of his contractual obligation for the material in his custody.

22. The payment shall be released on monthly basis after the close of each month against the invoice provided by the Contractor. The monthly bill for the above said contract shall be submitted by the Contractor 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 Contractor 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 the State Govt. or the Central Govt. whichever is applicable. The Contractor 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 Contractor 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.
23. This being a pure works contract, the personnel engaged and deployed by the Contractor 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 Contractor 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 Contractor.
24. Bank will not be responsible for any lapse on the part of the Contractor in enforcing of provisions of any statutory compliance (s). The Contractor 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.
25. The Contractor 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 Contractor shall obtain an appropriate/adequate Policy i.e. Contractor All Risks (CAR) Policy so as to meet any obligation in any eventuality.
  26. The employee of the Contractor 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 Contractor, while on duty/in Bank's premises shall carry identity card provided by the Contractor.
  27. The Contractor 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.
  28. The Contractor 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.
  29. Thorough checking of employees of the Contractor during entry/exit shall be done by security staff of Bank.
  30. After completion of the contract, if the said work is awarded to another agency/firm/vendor, smooth handing over of entire system is to be done within 30 days in good working condition to next selected Contractor. During the process of Handing Over-Taking Over, if any fault is observed by Bank/new Contractor, 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 Contractor pending bills/EMD/BG. Thereafter, Bank shall be free to get the work done through another agency/firm and payment shall be

- 
- recovered from Contractor's balance payments/security deposit and Contractor will have no objection to the same.
31. The Contractor will be fully responsible for all disputes and other issues connected with his labourers. In the event of the Contractor's labour resorting to strike or the Contractor 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 Contractor's bills/security deposits. Further, Bank reserves the right to terminate the contract in case of any strike/lockout of the Contractor.
32. The following shall amount to Force Majeure:
- Acts of God, act of any Government, War, Sabotage, Riots, Civil commotion, Police action, Revolution, flood, Fire, Cyclones, Earth quake and Epidemic and other similar causes over which the Contractor has no control.
  - If the Contractor suffers delay in the due execution of the contractual obligation on account of delays caused by Force Majeure as defined above, the agreed time of completion of the job covered by this contract or the obligations of the Contractor shall be extended by a period of time equal to period of delay, provided that on the occurrence of any such contingency, the Contractor immediately reports to Bank in writing the causes of delay and the Contractor shall not be eligible for any compensation.
33. In case amicable settlement is not reached in the event of any dispute or difference arising out of the execution of the contract or the respective rights and liabilities of the parties or in relation to interpretation of any provision by the Contractor in any manner touching upon the contract, such dispute or difference shall (except as to any matters, the decision of which is specifically provided for therein) be referred to the sole arbitration of the arbitrator appointed by the GM (Corporate Services Department) of Bank of Maharashtra, Lokmangal, Head office, Pune. The award of the Arbitrator shall be binding upon the parties to the dispute. Subject as aforesaid, the provisions of the Arbitration and Conciliation Act, 1996 or statutory modifications or reenactments thereof and the rules made there under and for the time being in force shall apply to the arbitration proceedings under this clause. The venue of the arbitration shall be held at Pune and the language of
34. Bank reserves the right to terminate the contract without assigning any reasons whatsoever by giving one month's notice to the Contractor.

## **Section -8**

### **SPECIAL CONDITIONS OF THE CONTRACT (SCC)**

1. The Contractors are required to quote all-inclusive AMC rate for 1<sup>st</sup> year (excluding applicable Govt. taxes) in the format given at Financial Bid. Subject to the performance of the successful bidder being satisfactory during first year of the contract, Bank may consider extension of the contract by three more years, at its sole discretion. Bank reserves the right to adopt any other methodology or provision in terms of statutory compliances/ Minimum Wages, if felt necessary at any time during the tenure of the Contract/extension and in such case (s), the decision of Bank shall be final and binding to the Contractor.
2. The Contractor shall be required to give an undertaking as a token of acceptance of the extension of the Contract for the 2<sup>nd</sup> year onwards, if offered by Bank and in such case, all the other terms and conditions of the Tender, Corrigendum/Addendum, if any, and Contract Agreement will remain unchanged.
3. The Contract value should be exclusive of all applicable Indirect taxes, levies, duties, cesses and surcharges. Any Indirect Tax (such as other tax or GST) will be charged and recovered over and above the agreed consideration. In case any credit, refund or other benefit is denied or delayed to Bank due to any noncompliance by the Contractor (such as failure to upload the details of the sale on the GSTN portal, failure to pay GST to the Government) or due to non-furnishing or furnishing of incorrect or incomplete documents/ invoice prescribed under Law by the Contractor, the Contractor shall reimburse Bank the loss including but not limited to, the tax credit loss, interest and penalty.
4. The Contractor shall commence the work as per time/date indicated in the Letter of Intent/Work Order issued by Bank and shall proceed with the same with due expedition without delay. If the Contractor fails to start the work within stipulated time as per LOI/Work Order, Bank will have the right to cancel the contract. The Earnest Money Deposit with Bank will stand forfeited without any further reference to him and without prejudice to any and all of Bank's other rights in this regard. All the work shall be carried out under the direction and to the satisfaction of Bank.
5. Bank will not be responsible for any overtime (OT) or extra payments to the personnel deployed by the Contractor for any reason whatsoever. The above services are required on monthly job basis. The Contractor 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, Head office, Pune, will be the responsibility of the Contractor without any extra payment by Bank. The Contractor shall consider all the charges including relieving charges/service charges/ material charges/administrative charges etc. while quoting the offer.
6. Bank reserves the right to modify requirement of personnel on need basis from time to time. In case the proposed manpower deployed by the Contractor is increased or decreased at the instance of the Bank, accordingly the monthly charges will also be paid proportionately by Bank based on applicable rates quoted by the Contractor.
  7. A list of persons deployed together with their qualification, experience and copies of the appointment letters, photograph of each personnel in uniform have to be submitted to Bank at the time of commencement of the contract or whenever change/replacement of any person (s) takes place during the period of the contract. Any subsequent changes in the deployment of personnel shall be notified in advance. Bank may ask to furnish the details of personnel deployed by the Contractor at any time during the period of contract.
  8. The Contractor has to arrange for the latest Police verification from the parental Police station of the employee as well as from the present residential address Police station of the persons deployed within forty five days (45) from the date of Award of Work.
  9. The employee of Contractor will ensure strict discipline and behavior and diligent performance of their duties most befitting to the décor of the most modern mechanized building and the employees of Contractor shall not in any manner cause any interference, annoyance, nuisance etc. to Bank's staff or its business or working and will be liable for immediately replacing the individual employee if the services rendered by him are not found to be satisfactory.
  10. After completion of the said contract period/extension, it will be the responsibility of the Contractor to keep his existing operational team along-with representative of the firm/Co. at site till handover of the charge and to explain about the duties/responsibilities of Bank Site (s) to the new Contractor/agency to the satisfaction of Bank, else Bank shall be at liberty to take appropriate action.
  11. All Annexures are to be submitted with the bids duly signed and stamped. NIT, Scope of Work, General Conditions of the Contract (GCC), Tender Forms, Special Conditions of the



*Corporate Service. Dept.*

*Tender towards Annual Maintenance Contract for Operation & Maintenance of  
Electrical installation in Lokmanagaj Building, HO*

---

Contract (SCC) and Corrigendum/Addendum, if any will form part of the Contract Agreement. I/We hereby declare that I/We have read and understood the terms and conditions and that we shall abide by them if the work is awarded to us.

Date:

Signature of Tenderer,

**Signature of the**

**Applicant/Tenderer with seal Date:**

**Place:**

---

**Section -9**

**Forms/Annexure**

Annexure -I

**AGREEMENT**

This Agreement made on this \_\_\_\_\_ (date) day of ----- (Month) ----- (Year) -----, between Bank of Maharashtra, Lokmanagal 1501, Shivajinagar, Head office, Pune . A Bank constituted by the Banking Companies (Acquisition and Transfer of Undertakings) Act 1970 and having its Head Office at Lokmanagal 1501 Shivajinagar ,Pune 411005 hereinafter called the " Bank" having its Registered Office at Bank of Maharashtra, Head office, Pune (hereinafter referred to as the "BOM" which expression shall include its administrators, successors, executors and assigns) of the one part

AND

M/s ..... (Name) and .....(address) of Contractor (hereinafter referred as "Contractor") of the SECOND PART which expression shall unless repugnant to the context and meaning thereof includes its successors and permitted assigns) of the SECOND PART.

AND WHEREAS

- A. BOM is desirous of availing the services for .....(Name of work)..... hereinafter referred to as "(The work)" at its Registered Office at Bank of Maharashtra, Lokmanagal 1501, Shivajinagar ,Head office, Pune (hereinafter referred to as "Bank");
- B. The Contractor has represented that the Contractor is sufficiently equipped to carry out and possesses extensive experience in the field of (.....Name of work) in accordance with the terms and conditions prescribed in this regard;
- C. In response to an invitation of NIT/Tender No. .... dated ..... issued by Bank for .....(Name of Work)....., the Contractor submitted his/their offer dated ..... and whereas Bank relying upon the representation of the Contractor has accepted the offer of the Contractor on the terms and conditions specified in the Letter of Intent No./Award Letter/Work Order No. .... dated ..... read with the reference cited therein and also the terms and conditions laid down in the NIT issued/ published in the newspapers and mentioned in Bank's website [www.bankofmaharashtra.in](http://www.bankofmaharashtra.in)
- D. The tender documents including the notice letter, inviting tender, instruction to Bidder, General Conditions of Contract, Special Conditions of Contract, corrigendum/addendum if any, Bill of Quantities (BOQ)/Price schedules, General obligation, Specifications, Time schedule of



completion of jobs, Acceptance of Letter of Intent/Award letter/Work order and any statement of agreed variations, if any, shall be read as "Mutatis Mutandis" and form part of this Contract though separately set out herein and are included in the expression " the Contract" wherever herein used.

NOW THEREFORE, THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. This Agreement shall come into force with effect from ..... and shall remain in force till .....
2. That the Contractor shall carry out/ execute the work of (...name of work...) more particularly described in the Tender specifications of NIT- .....(....name of work.....) read with 'Scope of Work', special/general terms and conditions as per the tender, various declarations submitted as part of bid by the Contractor which form a part of the Contract.
3. The Contractor has furnished to Bank Performance Security Deposit equivalent to 10% of the average contract value of 1st year and 2nd year in the form of Bank Guarantee for sum of Rs...../-, towards satisfactory performance and completion of the Contract.
4. That in consideration of payments to be made to the Contractor by Bank in accordance with LOI /Work order dated ..... given by Bank prior to this agreement, the Contractor hereby covenants and undertakes with Bank that the Contractor shall execute and carry out the work in conformity, in all respects with the terms and conditions specified in this Agreement and the documents submitted by him, governing the same.
5. That the Contractor had already carefully examined the workload specified in the tender document, this Agreement and the documents submitted/governing the same and also to have satisfied himself as to the nature and character of work to be executed buy him.
6. That the Contractor shall carry out the services of the said work to the complete satisfaction of the officer nominated by Bank for this purpose.
7. That it is hereby agreed by and between the parties that non-exercise, forbearance or omission of any of the powers conferred on Bank and/ or any of its authorities will not in any manner constitute waiver of the conditions hereto contained in these presents and the liability of the Contractor with respect to compensation payable to Bank or Contractor's obligations shall remain unaffected.
8. The Contractor shall duly comply in all respects, with the provisions of all statues, 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.



9. That the payments made to the Contractor's employees or otherwise, under statutory obligations, on behalf of the Contractor, shall be liable to be adjusted /recoverable from the payments accrued to the Contractor.
10. That all documents signed/submitted/agreed upon by the Contractor specified in the 'Scope of Work', special/general terms and conditions as per the tender, various declarations submitted as part of the bid, will form part of this Contract.
11. That the Contractor shall pay to the workers deployed by him at Bank as proposed in the offer referred above.
12. The Contractor shall at all times be solely responsible and/or liable to issue and maintain adequate insurance for the life and safety of its employees and shall ensure that the said insurance policies do not lapse.
13. The Contractor shall not, except with the prior written consent of Bank of Maharashtra, communicate to any person, or entity any confidential information acquired in the course of performing the terms of this Agreement. The Contractor shall indemnify and keep indemnified Bank against all claims, demands, suits and proceedings whatsoever that may be brought or made against BOM by or behalf of any person, body, authority, whomsoever and all penalties, levies, taxes, losses, damages, costs, charges and expenses and all other liabilities of whatever nature which Bank may now hereafter be liable to pay or sustain by virtue of or as a result of the performance or non-performance by the Contractor of any of the terms and conditions of this Agreement or applicable laws.
14. The Contractor hereby agrees that it shall not assign or transfer or sub-contract this Agreement or part thereof to any third party under any circumstances.
15. Notwithstanding anything contained herein above, BOM shall have the right to terminate this Agreement at any time during its currency by giving one month's notice to the Contractor without assigning any reason and Bank of Maharashtra, Head office, Pune shall be entitled to recover any money becoming due under this Agreement from the Contractor.
16. Any dispute or difference of any nature whatsoever regarding any right, liability, act, omission of either of parties hereto arising out of or in relation to this agreement or any matter incidental thereto shall be referred to the arbitration of a single arbitration as per the provisions of the Arbitration & Conciliation Act, 1996. The Arbitrator shall be appointed by the GM (Corporate Service) of Bank of Maharashtra, Head office, Pune and the parties shall bear the costs of such arbitration in equal shares. Such arbitration shall be held at Pune and the courts at Pune alone shall have the jurisdiction to deal with the arbitration proceedings and the awards in accordance with law and language shall be English.

In witness hereof, the parties hereto have respectively set their signatures in the presence of:

Signed by:

Signed by (On behalf on Bank):

WITNESS:

1.

2.

WITNESS:

1.

2.

**17 .Force Majeure Clause:-**

"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."

**18. SEVERABILITY:**

If any of the provisions of this Agreement may be constructed in more than one way, one of which would render the provision illegal or otherwise voidable or unenforceable, such provision shall have the meaning that renders it valid and enforceable.

In the event any court or other government authority shall determine any provisions in this agreement is not amended so that it is enforceable to the fullest extent permissible under the laws and public policies of the jurisdiction in which enforcement is sought and affords the parties the same basic rights and obligations and has the same economic effect as prior to amendment.

In the event that any of the provisions of this Agreement shall be found to be void, but would be valid if some part thereof was deleted or the scope, period or area of application were reduced, then such provision shall apply with the deletion of such words or such reduction of scope, period or area of application as may be required to make such provisions valid and effective, provided however, that on the revocation, removal or diminution of the law or provisions, as the case may be, by virtue of which such provisions contained in this Agreement were limited as provided hereinabove, the original provisions would stand renewed and be effective to their original extent, as if they had not been limited by the law or provisions revoked. Notwithstanding the limitation of this provision by any law for the time being in force, the Parties undertake to, at all times observe and be bound by the spirit of this Agreement."



Corporate Service. Dept.

Tender towards Annual Maintenance Contract for Operation & Maintenance of  
Electrical installation in Lokmanagal Building, HO

**19. NON Disclosure:** It is hereby agreed that all the parties in this agreement hereby agree as follows.

"Receiving party shall hold all information about and / or information gathered about the Bank through this process in strict confidence with the same degree of care with which Receiving party protects its own confidential and proprietary information. The Bank issuing such guarantee could stand exposed to period of limitation under the limitation act 1963 which period is 30 year when the Government is the guarantee beneficiary and 3 year when any other party is the guarantee beneficiary.

Annexure-II

**BANK GUARANTEE FORMAT FOR SECURITY DEPOSIT**

(To be executed on Non-judicial Stamp Paper of Rs. 500/-)

To,  
Bank of Maharashtra,  
Building, Head office  
Shivajinagar,  
Pune- 411005

Bank Guarantee No.:-

Date:- Lokmanagal

Amount:-

Valid Up to:-

THIS DEED OF GUARANTEE made this \_\_\_\_Day of \_\_\_\_, 2020, by The Name of Bank \_\_\_\_\_, a BANK OF MAHARASHTRA a Bank constituted by the Banking Companies (Acquisition and Transfer of Undertakings) Act 1970 and having its Head Office at Lokmanagal 1501 Shivajinagar Pune 411005 hereinafter called the " Bank "having its Head Office at \_\_\_\_\_ and having branch at \_\_\_\_\_ (hereinafter called the Bank, which expression shall unless repugnant to the context and meaning thereof includes its successors).

**In favour of**

Bank of Maharashtra, Head office, Lokmanagal Pune,( BANK OF MAHARASHTRA a Bank constituted by the Banking Companies (Acquisition and Transfer of Undertakings) Act 1970 ) and having its Head Office at Lokmanagal 1501 Shivajinagar Pune 411005 (hereinafter called "Bank of Maharashtra, Head office, Pune Bank", which expression shall unless repugnant to the extent and meaning thereof includes its successors and assigns).

WHEREAS Bank of Maharashtra, Head office, Pune and M/s (Name of the Contractor/\_\_\_\_\_, having their Registered Office at (Address of the Contractor\_\_\_\_\_ (hereinafter called "the Contractor",



Corporate Service. Dept.

Tender towards Annual Maintenance Contract for Operation & Maintenance of  
Electrical installation in Lokmanagat Building, HO

which expression shall unless repugnant to the extent and meaning thereof includes its successors and assigns) have issued Tender document /Award Letter/LOI No. .... dated ..... whereby the Contractor has agreed to carry out the work of "(Name of work \_\_\_\_\_" subject to the terms therein contained and also on the terms and conditions contained in the Agreement dated ..... executed between Bank of Maharashtra, Head office, Pune and Contractor (the Agreement).

AND WHEREAS in accordance with the terms and conditions of the Tender Agreement, the Contractor has agreed to furnish a Bank Guarantee to Bank of Maharashtra, Head office, Pune in the form acceptable to Bank of Maharashtra, Head office, Pune, for a sum of ☐ \_\_\_\_\_ (Rupees \_\_\_\_\_) to ensure timely and satisfactory performance by the Contractor of its obligations under the Agreement.

AND WHEREAS the Bank has at the request of the Contractor agreed to furnish an irrevocable guarantee in favor of Bank of Maharashtra, Head office, Pune to duly secure the performance by the Contractor of its obligations under the Agreement on the terms and conditions herein contained.

NOW THIS DEED WITNESSETH AS FOLLOWS:

1. The Bank hereby unconditionally and irrevocably guarantees the due and punctual performance and observance of and compliance by the Contractor of the covenants, agreements, conditions and provisions expressed or implied on the part of Contractor to be performed, observed or complied with under the Agreement in accordance with the terms thereof and in the event of Contractors nonperformance, non-observance and noncompliance of the same for any reasons, the Bank shall absolutely, irrevocably and unconditionally without any right of set off or counter claim, forthwith upon receipt of a written demand by Bank of Maharashtra, Head office, Pune and without demur or protest and without reference to the Contractor pay to Bank a sum not exceeding \_\_\_\_\_. A demand so made by Bank of Maharashtra, Head office, Pune shall be final and binding on the Bank and the Bank shall be obliged to pay the amount demanded forthwith to the Employer.
2. The Bank's liability under this Guarantee is restricted to \_\_\_\_\_/-.
3. The decision of Bank of Maharashtra, Head office, Pune, for the time being in force, or at any time thereafter as to the nonperformance, non-observance and non-compliance by the Contractor of the covenants, agreements, conditions and provisions expressed or implied, of

- 
- the part of the Contractor, to be observed, performed or complied with under the Agreement shall be final, conclusive and binding upon the Bank and shall not in any circumstances be questioned by the Bank.
4. Any demand for payment under the Guarantee shall be made on the Bank by Bank of Maharashtra in writing at The Name of Bank \_\_\_\_\_ with address \_\_\_\_\_ and shall be deemed to have been sufficiently made by BOM if the writing containing the demand is sent and received by the Bank by registered post to the address as aforesaid or sent to the Bank by hand delivery at such address and written acknowledgement obtained to such delivery.
  5. The guarantee obligations of the Bank hereunder shall continue in force and effect and be binding on the Bank in accordance with its terms up to .....
  6. As between the Bank and Bank of Maharashtra, Head office, Pune (but without affecting the Contractor's obligations) the bank shall be liable under this Guarantee as if it were the Principal Debtor. The bank's liability hereunder shall not be discharged nor shall its liability be affected by:
    - a. Any time, indulgence, waiver or consent at any time given by Bank to the Contractor.
    - b. Any amendment to the Agreement;
    - c. The making or the absence of any demand by Bank on the Contractor or any other person for payment;
    - d. The enforcement or absence of enforcement of the Agreement or of any security or other guarantee or indemnity;
    - e. The illegality, invalidity or unenforceability of any defect in any provision of the Agreement or of any of the Contractors obligations there under;
    - f. The dissolution, amalgamation, reconstruction or reorganization or appointment of any Administrative receiver of the Contractor.
  7. The Guarantee herein contained shall not be determined or in any way prejudiced or affected by any change in the constitution of the Bank or by any merger or amalgamation or reconstruction or the Bank but shall be enforceable against the merged, amalgamated or reconstructed body.
  8. The Bank hereby expressly and irrevocably waives all claims of waiver, release, surrender or compromise, defenses, setoffs, counter claims, recoupment, reductions, limitation and impairments.
  9. Bank of Maharashtra shall be at liberty to vary, and alter or modify any of the terms and conditions of the Agreement including without limitation to extend from time to time the time

for the performance of the Agreement by the Contractor or to postpone from time to time any of the powers exercisable by Bank of Maharashtra against the Contractor, to forbear or to enforce any of the terms and conditions of the Agreement, 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.

10. The Bank waives any right requiring to Bank of Maharashtra proceed first against the Contractor or requiring Bank of Maharashtra to first enforce any other security or any other guarantee.
11. The Bank agrees and confirms that its obligation to make payment to BOM 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.
12. The Bank 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 and discharge its obligations undertaken hereunder and this his Guarantee constitutes legal, valid and binding obligation of the Bank, enforceable in accordance with its terms.
13. This guarantees 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 Pune.
14. All notices, demands or communications required or permitted to be given hereunder shall be in writing and shall be valid and sufficient if dispatched or acknowledged as received as follows:

IF to the Bank:

The Branch Manager

The Name of Bank and Address

\_\_\_\_\_

IF to Bank of Maharashtra, Head office, Pune: ,

Bank of Maharashtra, Lokmanagal,

Head office, Shivajinagar, Pune

411005.

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 deemed to have been duly given (i) on the expiry of immediately after the date of transmission with confirmed answer back if transmitted by e-mail, telex, cable or facsimile, whichever shall first occur.

15. Any forbearance or indulgence on the part of Bank of Maharashtra, Head office, Pune in the enforcement of the covenants, agreements, conditions and provisions express or implied on the part of the Contractor to be performed, observed or complied with by the Contractor under the Agreement shall in no way relieve the Bank of its liability under the Guarantee provided that nothing contained hereinabove extends or enlarges the liability of the bank under this guarantee.

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

Notwithstanding anything contained herein above

i) Our liability under this guarantee shall not exceed \_\_\_\_\_ ii) The Bank guarantee shall be valid up to Contract period (+) 3 months i.e. \_\_\_\_\_ and

iii) It is a condition to our liability for payment of the guaranteed amount or part any thereof arising under this bank guarantee that we receive a valid written claim or demand for payment under this bank guarantee on or before ..... date (Claim period) \_\_\_\_\_, failing which, our liability under this bank guarantee will automatically cease.

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

For Name of Bank \_\_\_\_\_

Manager

Place: - Pune



Corporate Service. Dept.

Tender towards Annual Maintenance Contract for Operation & Maintenance of  
Electrical installation in Lokmanagaj Building, HO

Annexure-III

**DECLARATION BY AUTHORIZED SIGNATORY OF BIDDER**  
**(To be typed submitted in the Letter Head of the Company/firm of Bidder)**

To  
The Deputy General Manager,  
Bank of Maharashtra, Head office, Lokmangal,  
Corporate Service Department,  
Shivajinagar, Pune -411005  
Dear Sir,

Sub: Declaration by Authorized Signatory

Ref: i) NIT/Title of the work. Name of Tender No.....,  
ii) All other pertinent issues till date

I/We hereby certify that all the information and data furnished by me/us with regard to the above Tender Specification are true and complete to the best of my/our knowledge. I have gone through the specifications, condition, stipulations and other pertinent issues till date, and agree to comply with the requirements and Intent of the specification.

I/We further certify that I/We am/are authorized to represent on behalf of my/our company/firm for the above mentioned tender and a valid Power of Attorney/Authorization letter to this effect is also enclosed.

Yours faithfully,

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

Date:-

Enclosed: Power of Attorney/Authorization letter



Annexure-IV

**DECLARATION CONFIRMING KNOWLEDGE ABOUT SITE CONDITIONS**

(To be typed submitted in the Letter Head of the Company/firm of Bidder)

To,  
The Deputy General Manager,  
Corporate Service Department,  
Bank of Maharashtra, Head office, Lokmanagal,  
Shivajinagar, Pune -411005

Dear Sir,

Sub: **Declaration confirming knowledge about Site conditions** Ref:

- i) NIT/Title of the work. Name of Tender No.....,  
ii) All other pertinent issues till date

I/We \_\_\_\_\_ hereby declare and confirm that I/we have visited the site as referred in Bank of Maharashtra Tender Specifications and acquired full knowledge and information about the site conditions including Wage structure, Industrial Climate, the Law & Order and other conditions prevalent at and around the site (s). I/We further confirm that the above information is true and correct and I/we shall not raise any claim of any nature due to lack of knowledge of Site conditions.

I/We, hereby offer to carry out works as detailed in above mentioned Tender Specification, in accordance with Terms & Conditions thereof.

Yours faithfully,

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

Date:-

:-

Corporate Service Dept.

Tender towards Annual Maintenance Contract for Operation &  
Maintenance of Electrical installation in Lokmanag Building, Head office, Pune

Place :-

Annexure-V

**NO DEVIATION CERTIFICATE**

(To be typed submitted in the Letter Head of the Company/firm of Bidder)

To,

The Deputy General Manager,  
Corporate Service Department,  
Bank of Maharashtra, Head office, Lokmanagal,  
Shivajinagar, Pune -411005

Dear Sir,

Sub: Declaration by Authorized Signatory

Ref: i) NIT/Title of the work. Name of Tender No.....,

ii) All other pertinent issues till date

I/We hereby confirm that I/we have not changed/modified/materially altered any of the tender documents as downloaded from the website/issued by Bank and in case of such observance at any stage, it shall be treated as null and void and my/our tender shall deemed to be withdrawn.

I/We also hereby confirm that I/we have neither set any Terms and Conditions and nor I/we have taken any deviation from the Tender conditions together with other references applicable for the above referred NIT/Tender Specification.

I/We further confirm our unqualified acceptance to all Terms and conditions, unqualified compliance to Tender Conditions, Integrity Pact and acceptance to reverse bidding process.

I/We confirm to have submitted offer in accordance with tender instructions and as per aforesaid reference.

Yours faithfully,

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

Date:-

:-

Corporate Service Dept.

Tender towards Annual Maintenance Contract for Operation &  
Maintenance of Electrical installation in Lokmanagal Building, Head office, Pune

Place :-

Annexure-VI

**DECLARATION OF RELATION IN BANK OF MAHARASHTRA**

(To be typed and submitted in the Letter Head of the Company/Firm of Bidder failing which the offer of Bidder is liable to be summarily rejected)

To

The Deputy General Manager,  
Corporate Service Department,  
Bank of Maharashtra, Head office, Lokmanagal,  
Shivajinagar, Pune -411005

Dear Sir,

Sub: Declaration of relation in Bank of Maharashtra

Ref: i) NIT/Title of the work. Name of Tender No.....,

We hereby submit the following information pertaining to relation/relatives of Proprietor/Partner (s)/Director(s) employed in Bank of Maharashtra.

**Tick (✓) any one as applicable:**

(a) The Proprietor, Partner(s), Director(s) of our Company/Firm DO NOT have any relation or relatives employed in Bank.

OR

(b) The Proprietor, Partner(s), or Director(s) of our Company/Firm have relation/relatives employed in Bank and their particulars are as below:

(i)

(ii)

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

Corporate Service Dept.

Tender towards Annual Maintenance Contract for Operation &  
Maintenance of Electrical installation in Lokmanag Building, Head office, Pune

Note:

1. Attach separate sheet, if necessary.
2. If BOM Management comes to know at a later date that the information furnished by the Bidder is false, Bank of Maharashtra reserves the right to take suitable action against the Bidder/Contractor

Annexure-VII

**NON DISCLOSURE UNDERTAKING (To be typed and submitted in the Letter Head of the  
Company/Firm of Bidder)**

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.  
\_\_\_\_\_ hereby undertake to comply with  
the following in line with Information Security Policy of Bank of Maharashtra \_\_\_\_\_,

1. To maintain confidentiality of documents & information which shall be used by the Contractor/selected bidder during the period of the Contract.
2. 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 :-

**DECLARATION OF PRESENT STATUS**

**(TO BE TYPED ON A LETTER HEAD OF THE COMPANY/ FIRM)**

To

The Deputy General Manager,  
Corporate Service Department,  
Bank of Maharashtra, Head office, Lokmanagal,  
Shivajinagar, Pune -411005

Ref: i) NIT/Title of the work. Name of Tender No.....,

Dear Sir,

1. I/We have carefully read and understood all the terms and conditions of the tender and hereby convey my/our acceptance to the same.
2. The information/documents furnished along-with the above offer are true and authentic to the best of my/our knowledge and belief. I/We am/are well aware of the fact that furnishing of any false information/fabricated document shall lead to rejection of my/our tender at any stage besides liabilities towards prosecution under appropriate law.
3. I/We have apprised ourselves fully about the job to be done during the currency of the period of agreement and also acknowledge to bear consequences of nonperformance or deficiencies in the services on our part.
4. I/We have no objection, if enquiries are made about the work listed by me/us.
5. I/We have not been blacklisted by Bank of Maharashtra or any other organization where I/we have worked. Further, if any of the partners/directors of the organization/firm is blacklisted or having any criminal case against them, my/our bid shall not be considered. We have not been found guilty by a court of law in India/Abroad for fraud, dishonesty or moral turpitude. Bank of Maharashtra may terminate the assigned contract immediately, if at any later point of time, this information is found to be false.
6. I/We agree that the decision of Bank in selection of Bidders will be final and binding to me/us.

Date :-

:-

Signature of authorized person Place

Full Name & Designation:

Company's Seal:

N.B: The above declaration, duly signed and sealed by the authorized signatory of the company, should be enclosed with Technical Bid.

Corporate Service Dept.

Tender towards Annual Maintenance Contract for Operation &  
Maintenance of Electrical installation in Lokmanagal Building, Head office, Pune

(On letter head of vendor)

Annexure -IX

Ref.No.

Date:

To,

The Deputy General Manager,  
Corporate Service Department,  
Bank of Maharashtra, Head office, Lokmanagal,  
Shivajinagar, Pune -411005

.....

.....

Dear Sir,

Compliance Certificate for the month ended....., 2020

Please refer to the Service Level Agreement executed on \_\_\_\_\_ [the Agreement] with Bank of Maharashtra in respect of the services stated in the Agreement, extension granted up to \_\_\_\_\_ and other correspondence in respect thereof.

We, \_\_\_\_\_, a company/partnership firm/proprietorship firm incorporated and registered under the Companies Act, 1956 /respective act and having its registered office at [•] hereby confirm to you, as on date hereof, that we have:

(a) complied with the applicable Labour and Industrial laws;

(b) made all statutory payments which are required to be paid as per applicable laws to/for the personnel deployed at your office including Payment of Minimum wages, Overtime, (If applicable), Remittance towards Employees provident Fund & ESIC and there are no outstanding payment liabilities or obligations by us to any employees / personnel deployed at your premises.

(c) not breached any terms and conditions of the Agreement or provisions of the applicable laws.



Corporate Service Dept.

*Tender towards Annual Maintenance Contract for Operation &  
Maintenance of Electrical installation in Lokmanagal Building, Head office, Pune*

---

**Further to above, we shall make the payment towards Bonus and Gratuity to our employees deployed at your premises as and when it becomes due/on expiry of agreement/on termination of agreement whichever is earlier.**

Enclosed herewith proof of all statutory payments made for the month of \_\_\_\_\_ 2020 for your reference.

For \_\_\_\_\_

Encl: As above

Authorized Signatory  
For & on behalf of (Name of Company)  
Seal of the Company

Annexure-X

**UNDERTAKING-MAINTENANCE OF SYSTEM/EQUIPMENT/PREMISES**

(To be executed on Company letter head)

We .....(Name & Address of the Bidder/Contractor) undertake that we will maintain the whole equipment, its sub-equipment, subsystem(s) & premises properly in smooth running condition. As we have accepted and offered the prices for all-inclusive comprehensive maintenance contract in the submitted bid, If any equipment or its related parts or machinery or property of Bank found damaged/not working properly/ abnormal sound/heating/leakage/wiring damage/insulation damaged/any parts rusted/equipment part's missing/the loss of any items/ spare part damage etc. than we shall be fully responsible for rectification of interrupted system and for also keeping the whole system in completely smooth running condition.

We also undertake that we will replace/repair the faulty equipment/property immediately. The make of replace item/equipment shall be similar to the existing items or reputed make as per agreed by Bank of Maharashtra.

Yours faithfully,

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

Date:-

:-

Place :-



## **PRE CONTRACT INTEGRITY PACT**

Annexure-XI

### **General:**

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on \_\_\_\_ day of month of \_\_\_\_ 2020, between on one hand, Bank of Maharashtra through authorized official Shri. \_\_\_\_\_, Asst. General Manager, Corporate Services Department, Bank of Maharashtra Head Office, 1501, Lokmangal, Shivajinagar, Pune-5 (hereinafter called the "BANK", which expression shall mean and include unless the context otherwise required, his successors in office and assigns) of the First Part and M/s \_\_\_\_\_ represented by Shri. \_\_\_\_\_ Proprietor/Partner (herein called the "BIDDER" which expression shall mean and include unless the context otherwise requires his successors and permitted assigns) of the Second Part.

WHEREAS the BANK proposes to carry out "Interior Renovation for Proposed Certain Departments at 3<sup>rd</sup> Floor of Lokmangal Building, Bank of Maharashtra, Pune" (said work) and the BIDDER is willing to offer/has offered for the aforesaid work and

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

NOW, THEREFORE,

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

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

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

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

### **Commitments of the BANK:**

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

---

an advantage in the bidding process, bid evaluation contracting or implementation process related to the contract.

- 1.2. The BANK will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage that particular BIDDER in comparison to other BIDDERS.
- 1.3. All the officials of the BANK will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BANK with full and verifiable facts and the same is prima facie found to be correct by the BANK, necessary disciplinary proceedings or any other action as deemed fit, including criminal proceedings may be initiated by the BANK and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BANK the proceedings under the contract would not be stalled.

#### **COMMITMENTS of BIDDERS**

3. The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-
  - 3.1. The BIDDER will not offer, directly or through intermediaries, any bribe gift consideration reward favor, any material or immaterial benefit or other advantage, commission fees, brokerage or inducement to any official of the BANK, connected directly or indirectly with bidding process, or to any person organization or third party related to the contract in exchange for any advantages in the bidding, evaluation contracting and implementation of the contract.
  - 3.2. The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favor, any material benefit or other advantage commission fees brokerage or inducement to any officials of the BANK or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favor or disfavor to any person in relation to the contract or any other contract with Government.
  - 3.3. BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.
  - 3.4. BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, In connection with bid/contract.
  - 3.5. The BIDDER further confirms and declares to the BANK that the BIDDER is the original manufacturer/integrator and not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BANK or any of its functionaries whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount

been paid, promised or intended to be paid to any such individual firm or company in respect of any such intercession facilitation or recommendation.

- 3.6. The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract shall disclose any payments he has made is committed to or intends to make to officials of the BANK or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 3.7. The BIDDER will not collude with other parties interested in the contract impair the transparency fairness and progress of the bidding process, bid evaluation contracting and implementation of the contract.
- 3.8. The BIDDER will not accept any advantage in exchange for any corrupt practice unfair means and illegal activities.
- 3.9. The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others any information provided by the BANK as part of business relationship, regarding plans, technical proposals and business details including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.10. The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.11. The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.12. If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER either directly or indirectly, is a relative of any of the officers of the BANK, or alternatively, if any relative of an officer of the BANK has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender/Section 2(77) of the companies Act 2013.  
The term 'relative; for this purpose would be as defined in Section 6 of the Companies Act 1956
- 3.13. The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BANK.

#### **4. Previous Transgression**

- 4.1. The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.
- 4.2. The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

#### **5. Earnest Money (Security Deposit)**

- 5.1. While submitting commercial bid, the BIDDER shall deposit an amount Rs 40,000 (to be specified in RFP) as Earnest Money Deposit/ Security Deposit, and Tender fee of Rs 1,000/- with the BANK through any of the following instruments:

- 
- 5.1.1.** Bank Draft or Pay Order in Favor of **Bank of Maharashtra**
- 5.1.2.** A Confirmed guarantee by an Indian Nationalized Bank, promising payment of the guaranteed sum to the BANK on demand within three working days without any demure whatsoever and without seeking any reason whatsoever. The demand for payment by the BANK shall be treated as conclusive proof of payment.
- 5.2. The Earnest Money/Security Deposit shall be valid up to a period of one year or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the BANK, including warranty period, whichever is later. Tender fee will be non-returnable once paid to the Bank.
- 5.3. In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond/performance security deposit for the said work that the provisions of Sanctions for Violation shall be applicable for forfeiture of performance Bond/performance security deposit in case of decision by the Bank to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 5.4. No interest shall be payable by the Bank to the BIDDER in Earnest Money/Security Deposit for the period of its currency.

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

- 6.1. Any breach of the aforesaid provisions by the BIDDER or any one employed by its or action on its behalf (Whether with or without the knowledge of the BIDDER) shall entitled the Bank to take all or any one of the following actions, wherever required :-
- 6.1.1.** To immediately call of the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
- 6.1.2.** The Earnest Money Deposit (in pre-contract stage) and /or Security Deposit / Performance Bond /performance security deposit (after the contract is signed) shall stand forfeited either fully or partially, as decided by the Bank and the Bank shall not be required to assigning any reason therefore.
- 6.1.3.** To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
- 6.1.4.** To recover all sums already paid by the BANK, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of 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 BANK in connection with any other contract for any other project such outstanding payment could also be utilized to recover the aforesaid sum and interest.
- 6.1.5.** To encash the advance Bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the Bank, along with interest.
- 6.1.6.** To cancel all or any other Contracts with the Bidder. The Bidder shall be liable to pay compensation for any loss or damage to the Bank resulting from such cancellation/rescission

and the BANK shall be entitled to deduct the amount so payable from the money(s) due to the Bidder.

- 6.1.7.** To debar the BIDDER from participating in future bidding processes of the Bank for a minimum period of five years, which may be further extended at the discretion of the BANK.
- 6.1.8.** To recover all sums paid in violation of this Pact by Bidder(s) to any middleman or agent or broker with a view to securing the contract.
- 6.1.9.** In cases where irrevocable letter of credit have been received in respect of any contract signed by the BANK with the BIDDER, the same shall not be opened
- 6.1.10.** Forfeiture of Performance Bond in case of a decision by the BANK to forfeit the same without assigning any reason for imposing sanctions for violation of this Pact.

## **7. Fail Clause:**

- 7.1. The Bidder undertakes that it has not supplied / is not supplying similar products/systems or subsystems/ services at a price lower than that offered in the present bid in respect of any other Ministry/department of the Government of India or PSU and if it is found at any stage that similar products/systems or sub systems was supplied by the Bidder to any other Ministry/Department of Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BANK, if the contract has already been concluded.

## **8. Independent Monitors:**

- 8.1. The BANK has appointed Independent Monitors
  - i) Shri Nilmoni Bhakta  
Address: A/801,PBCL CHS Ltd, Plot No.3 ,Sector 46A,nerul.navi Mumbai-400706
  - ii) Shri Madan Lal Sharma  
Address: K/23, Jangpura Extension, New Delhi
(Hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission.
- 8.2. The task of the Monitors shall be to review independently and objectively whether and to what extent the parties comply with the obligations under this Pact.
- 8.3. The Monitors shall not be subject to instructions by the representatives of the parties and performs their functions neutrally and independently.
- 8.4. Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.
- 8.5. As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BANK.
- 8.6. The BIDDER(s) accepts that the Monitors has the right to access without restriction to all Project documentation of the BANK including that provided by the BIDDER. The BIDDER will also grant the Monitor upon his request and demonstration of a valid interest, unrestricted and unconditional access to his pocket documentation. The same is applicable to subcontractors. The Monitor shall

be under contractual obligation to treat the information and documents of the BIDDER/subcontract(s) with confidentiality.

- 8.7. The BANK will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.
- 8.8. The Monitor will submit a written report to the designated Authority of BANK in the Department/within 8 to 10 weeks from the date of reference or intimation to him by the BANK/BIDDER and, should the occasion arise, submit proposals for correction problematic situations.

### 9. Facilitation of Investigation

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

### 10. Law and Place of Jurisdiction

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

### 11. Other Legal Actions:

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

### 12. Validity:

- 12.1. The validity of this Integrity Pact shall be from date of its signing and extend up to 2 years or the complete execution of the contract to the satisfaction of both the BANK and the BIDDER/Seller, including warranty period whichever is later, in case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.
- 12.2. Should one or several provisions of this pact turn out to be invalid; the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

13. The parties herby sign this Integrity Pact at \_\_\_\_\_ on \_\_\_\_\_

#### **BANK**

Name of the Officer:

Designation:

Corporate Services Department

Bank of Maharashtra



Corporate Service Dept.

Tender towards Annual Maintenance Contract for Operation &  
Maintenance of Electrical installation in Lokmanagal Building, Head office, Pune

---

(Office Seal)

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

Witness:

1 \_\_\_\_\_

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

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



## Financial Bid

### **Annual Maintenance Contract for Operation & Maintenance of Electrical installation in Bank of Maharashtra, Lokmanag Building, Head office, Shivajinagar, Pune**

<b>Sr. No. 1</b>	<b>Description (A)</b>	<b>Name of Personnel to be deployed (B)</b>	<b>Rate per month per personnel (Rs) (C)</b>	<b>Amount per month (Rs.) (D= BXC)</b>	<b>Amount per annum (Rs.) (E= D X 12)</b>
1	Electrical Electrician (30 days deployment) ( Skilled ) 24/7	1			
2	Electrician (26 days deployment) (Skilled )	2			
3	Sub total				
4	Contractor's Overhead & Profit %.....				
5	<b>Total</b>				
6	<b>Taxes as applicable</b>				
7	<b>Grand Total</b>				
	Conveyance charge per KM basis on deployment of electrician for attending Electrical breakdown/In-house Electrical work at Bank owned Premises. Conveyance charge is including fuel, maintenance & vehicle of Contractor. Agency shall have to make arrangement for	<b>Rs.6 Per Km</b>			



Corporate Service Dept.

Tender towards Annual Maintenance Contract for Operation &  
Maintenance of Electrical installation in Lokmanag Building, Head office, Pune

	<p>Vehicle (02 wheeler) for deployed Electrician in General shift or as directed by Controlling authority.</p> <p>*Remark – Log book shall be maintained by the contractor and copy shall be enclosed with monthly bill as per actual KM's travelled by the electrician for attending complaint.</p> <p>The log book shall be countersigned by Bank's electrical engineer.</p>	
--	--	--

Amount in words: (Rupees:

.....  
.....)

- **Only typed Financial Bid is acceptable failing which the tender shall be summarily rejected without any Notice.**
- The above rates are based on Ministry of Labour and Employment, New Delhi circular w.e.f April 01, 2019. However, in case of any revision in rates of Minimum Wages (MW) duly notified by the Ministry of Labour & Employment, New Delhi, the differential rates of MW in full shall be borne by Bank.
- 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., Pune Administration or the Central Govt. whichever is applicable. The Contractor 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 Contractor shall duly comply in all respects, with the provisions of all statues, 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 Contractor's employees or otherwise, under statutory obligations, on behalf of the Contractor, shall be liable to be adjusted /recoverable from the payments accrued to the Contractor.
  - 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 Contractor for any reason whatsoever. The above services are required on monthly job basis. The Contractor 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, Head office, Pune, will be the responsibility of the Contractor without any extra payment by Bank. The Contractor shall consider all the charges including relieving charges/service charges/ material charges/administrative charges etc. while quoting the offer.
  - One electrician shall be deployed 24/7 and two electrician and will report in the general shift from 9 AM to 7 PM from Monday to Saturday. The contractor 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 contractor shall provide services beyond above mentioned hours.
  - The Contractor has to provide proper uniform with his organization's name/logo, shoe, raincoat, umbrella and I-card etc. to the manpower deployed at Bank.
  - Spares will be provided by the Bank in consultation with Contractor. However, the Contractor 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 Contractor 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'.

Signature of the Applicant/Tenderer with seal

Date:

---

**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.