



Bank of Maharashtra,
Lokmangal, 1501, Shivajinagar,
Pune - 411005

TENDER FOR

COMPREHENSIVE ANNUAL MAINTENANCE

CONTRACT

FOR

SPLIT AIR CONDITIONERS AT VARIOUS

OFFICES & FLATS OF THE BANK IN PUNE

Tender reference No: AX1/CSD/COMPREHENSIVE AMC-SERVICE ACs/2019-20, Dated:
26 September, 2019

Date of Pre Bid Meeting: 07 October 2019

Date of issue of tenders: 27 September 2019

Last date of submission of tenders: 14 October 2019, 03.00 PM.

Date of opening of Tender (Technical Bid): 14 October 2019, 04:00.00 PM.

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TECHNICAL BID

Issued By:

**Deputy General Manager (Corporate Service Department, Cash & Security) Bank
of Maharashtra
Head Office, Lokmangal Building, Shivajinagar, Pune, Maharashtra**

**Email Id:-security@mahabank.co.in,
cso@mahabank.co.in,**

2. TENDER NOTICE

Tender under two bid system are invited from eligible bidder for “**Annual Maintenance Contract for Split /Cassette/Tower/Window Air Conditioners**” at various offices & flats of Bank of Maharashtra in Pune.

Notice Inviting Tender Details:

1. **Name of Work:** Annual Maintenance Contract for Split /Cassette/Tower/Window Air Conditioners at various offices & flats of Bank of Maharashtra in Pune.
2. **Earnest Money : Rs.10,000/-**
3. **Tender Fee : Rs. 500/-**
4. **Date of issue of tender : 27/09/2019**
5. **Last date of receipt of tender : 14/10/2019 (up to 03.00 PM) (Both Technical & Price Bids)**
6. **Date of opening of tender (Technical Bid) : 14/10/2019 (at 4.00 PM)**
7. **Period of AMC Operation : 01 Year**
8. **Date of Pre Bid Meeting: 07/10/2019, Time:4:00 PM, Venue : Bank of Maharashtra ,Corporate Service,1st floor,Lokmangal Building,H.O** (The agency shall get all its doubts cleared before submission of Tender document in pre bid meeting. The agency shall list out all queries regarding scope of work, quantity of ACs, services, Tender terms & condition, legal & safety compliance in order to avoid any future discrepancy related to comprehensive AMC.After pre bid meeting Bank will not entertain any query/doubt for above AMC Services & financial implication.

All query/doubt to be mailed in advance to mail id: - nilesh.gharge@mahabank.co.in

The queries shall be taken up during pre-bid meet & last date of receipt of mail of queries shall be 07.10.2019

9. The Tenderer/Bidder will not withdraw his/their Tender after opening of technical bid and if done so; his/their EMD may be forfeited.
10. Tenderers shall sign wherever provided of and all pages of the tender documents. Tenders not so signed shall be liable to be rejected. The tenders shall be submitted in sealed covers with two separate envelopes to the office of “**The Deputy General Manager, Corporate Services Department, 1st floor, Lokmangal, Shivajinagar, Pune - 411005**” on or before by 3.00 PM, 14 October 2019.
11. Tenderer/Bidder has to submit Technical bid and financial Bid in separate envelopes super-scribed the same with name of the firm. Two separate envelope has to be inserted in common envelope. Financial bid will be opened only after verification of valid EMD with specified amount of Rs. **10,000/-** & Tender fee amounting **Rs 500/-**. If aforesaid EMD & Tender fee is not submitted by the bidder then sealed price bid will be returned back. The envelopes should be clearly marked as Technical bid & Financial bid for **Comprehensive Annual Maintenance Contract**. Tenderer/Bidder shall go through

General terms & condition for knowing the objective of project and also fill up all annexure to be kept along with Technical bid.

12. Tenderer/Bidder must enclose Technical & Financial bids separately in two envelopes. The list of documents/forms as per Sr.No 13 & 14 shall be enclosed with Technical bid.

13. **Technical Bid**

The Technical Bid will be opened on **14.10.2019 at 04.00 PM. at Corporate Service Department, Bank of Maharashtra, Head office, Lokmanagal 1501, Shivajinagar, Pune.**

Initially the bids shall be evaluated technically. The financial bids of those bidders only will be opened and considered, who are technically qualified by the technical evaluation committee and have submitted full Tender Fee and EMD in requisite form. **Technical evaluation shall include examination of certificates / brochure/ statements submitted by the bidder, discussions with them including visit to the premises, workshops etc. if required. Date and time of opening of financial bid shall be conveyed to the technically successful bidders through email / telephone.**

- Relevant documents for fulfilling eligibility criteria/work experience for the evaluation of technical bid under clause 1.2 page no 06 - 08.
- Nonrefundable demand draft for Tender fee & EMD as per clause 06 on page no 10.
- Annexure I - to Annexure VI & Form B to be filled & duly signed as per page no 24 to 34 be taken under consideration.
- Any other relevant documents forms etc. asked in Tender document.

14. **Financial Bid –**

- Self-declaration & financial bid signed & stamped as per Page no 36-38
15. The Tenderer/Bidder will not sublet the work (if awarded to his/their Bidder) and if it does so; the penalty shall be payable by his/their Bidder as may be decided by the Bank.
16. The offer shall remain open for at least 120 days from the date of opening of Price Bids. The Earnest Money shall be accepted only in the form of Demand Draft/Pay order drawn in favour of “Bank of Maharashtra” & payable at Pune, failing which the bid will summarily be rejected.

Deputy General Manager

Corporate Service Department

Bank of Maharashtra, Head Office,

Shivajinagar, Pune

GENERAL TERMS AND CONDITIONS FOR SUBMISSION OF TENDER

01. SCOPE OF WORK: -

The services shall include **Comprehensive Annual Maintenance Contract** providing all manpower, tools and plants like ladder, stools, spanners, testing equipment's and replacement of defective spare parts, such as replacing of chiller pipes, outlet pipes, Compressor, Condenser, Fan blade, Fan motors, Electronic Circuit PCB, Remote and other Plastic consumables, Gas charging etc. including consumables **with no cost charge to Bank in-lieu of service & maintenance of ACs** at any height/any floors as and where required, and as directed by Bank of Maharashtra authorities.

The tentative quantity of various type/make of split AC approximated is 230 with total tonnage 460.

Location of Site for Comprehensive AMC by Service Provider:-

- Bank of Maharashtra, Lokmangal Building
- Executive Flats at Dwarka Lords, Pimple Saudagar
- MD & CEO Residency, Saphshrunghi Bungalow at Ghokle cross Road, Model Colony
- Executive Guest house at Model colony
- ED Residence at Mahabank house
- ED Residence at Bhosle nagar
- CVO Residence at Aundh-Khadki Road, Picer Chowk

1.0 Introduction:-

1.1 Bank of Maharashtra having its Head office at Lokmangal 1501, Shivajinagar, Pune, 411005 invites technical & financial sealed bids in the proforma as per Annexure I, II and III from the eligible & interested agencies for Annual Maintenance Contract for Split/Cassette/Tower Air Conditioners on the following terms & conditions:

1.2 Eligibility of firms:

1.2.1 The bidder must have:

Experience of maintenance of Split/Cassette/Tower/Window Air Conditioners of reputed brand/ makes for at least last **two years. Out of which minimum one year's experience in Govt. organization, corporate offices or Academic Institutes.** The experience and capability must be supported through documents.

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

- i) Bidder should have valid Registration of **PAN, GST, ESI, PF and income Tax clearance Certificate etc.**
- ii) The bidder should have average annual turnover of more than **09.00 lacs** during the last three financial years i.e. **FY 2016-17 , 2017-18 & 2018-19 (Valid CA certificate to be enclosed)**
- iii) The bidder should be a profitable agency & should have shown the profits in each of last three financial year's i.e. **FY 2016-17 , 2017-18 & 2018-19 (Valid CA certificate to be enclosed)**
- iv) The bidder should have successfully executed minimum single work of similar type, costing more than **Rs.7.5 lacs, during last three years (Proof of the same should be submitted)**

OR

- v) The bidder should have successfully executed minimum two works of similar type, costing more than **Rs.4.5 lacs during last three years (Proof of the same should be submitted)**

OR

- vi) The bidder should have successfully **executed minimum three works** of similar type, costing more than **Rs.2.2 lacs during last three years (Proof of the same should be submitted)**
- vii) **The bidder should not have been blacklisted by any PSU Bank or enterprise /Private Bank/NBFC/Co-operative Bank/Govt department during last 05 years. A written undertaking has to be given by the bidder.**

Similar Work means the bidder has executed the similar work for AMC work for ACs - Split/Cassette/Window/Centralized/AHU for corporate offices/Institutions/Shopping mall etc.

- viii) **The agency must provide list of 3 firms/PSU/Govt.Dept. for reference with address & Mobile no.**
- ix) **The agency must have local office in Pune and have trained engineer/Technicians with minimum qualification of ITI/Diploma/Certified ACs/HVAC Course**

Bidder must submit his telephone No., Mobile No, email and address for easy communication.

(PLEASE SUBMIT COPIES OF LOA/AGREEMENT, COMPLETION CERTIFICATES FROM CLIENT MENTIONING THE NATURE OF WORK, VALUE OF WORK AND TIME PERIOD DULY SIGNED.)

2. **Time Period:-**

Time period for the work is for 01 year from the date of award of work, which shall be extendable for a period of one more year at the same rate, terms and conditions only if the services of the vendor are found satisfactory during the period of contract.

3. **General Terms and Conditions for procurement:-**

3.1 The Deputy General Manager, Corporate Service Department reserves the right to reject all or any of the quotation and to split up the requirements or relax any of the conditions without assigning any reason.

3.2 Any Tender received after the date and time specified will not be considered.

3.3 Canvassing in connection with Quotation is strictly prohibited and the quotations submitted by the bidders who resort to canvassing are liable to be rejected.

3.4 If there happens to be a holiday on any date indicated in the quotation, the transaction shall be performed on the next working day.

4. **Rates, Taxes and Prices:-**

4.1 Bidders should quote unit price in the prescribed financial bid. Rates should be inclusive of all taxes including delivery / service at the site and installation. Incomplete bids will summarily be rejected. All corrections and alterations in the entries of quotation papers will be signed in full by the bidder with date. **No erasing or over-writings are permissible.**

Only Typed/Printed Price bid shall be accepted/Hand written bids shall be rejected

4.2 Price quoted shall be firm and any variation in rates, prices or terms during the validity of the offer shall not be permitted.

4.3 The prices quoted and accepted will be binding on the tenderer and valid for a period of one year from the date of signing the contract and any increase in price will not be entertained during the contract period.

4.4 The rates shall be quoted in figures as well as in words.

There should not be any difference between the calculations of individual's items rates, Total amount & Gross amount with GST.

No discount should be offered separately in the Price bid by the agency

4.4.1 Special care should be taken to write the rate and amounts in figures as well as in words in such a way that interpolation is not possible. The total amount should be written before the figure of Rupees and word paisa should be written at the end (unless the rates are in whole rupees) and followed by the word. It should invariably be up to two decimal places. While quoting the rates in schedule of quantities, the word only should be written closely following the amount and it should not be written in the next line. **Agency shall ensure that there should not be any typing error while filling Price bid.**

4.4.2 In case of any discrepancy between the rate quoted and the amount worked out, the rate quoted in words shall be taken as correct.

4.5 Unconditional discount shall not be accepted, if offered, in any case in the schedule of items i.e. financial bid.

5. **Place of delivery/service:-**

Place of Service (AMC) shall be **Bank of Maharashtra, Head office, Lokmangal Building, Executive flats at Dwarka Lords, Pimple Saudagar & Bungalow & Flats at Prabhat road/Bhosale Nagar/Model Colony, Pune** unless otherwise specified. No additional freight or any other charges would be payable towards transportation or shifting of units from one place to another & for AMC.

6. **Tender Fee & EMD:-**

6.1 The Tender Fee & EMD should be in the form of a Banker Cheque / Demand Draft drawn in favour of “Bank of Maharashtra” payable at Pune and it should be placed in the envelope containing the Technical bid only otherwise Bid will not be considered.

(Demand Draft must be complied with CTS 2010 standard prescribed by Reserve Bank of

India). **NSIC/M.S.M.E UAN Certificate** will be accepted for relaxation of EMD and Tender Fee.

6.2 Bid received without Tender Fee and EMD will not be considered.

6.3 The EMD shall not carry any interest.

6.4 EMD of unsuccessful bidders will be returned within 30 (Thirty) Working days from the date of award of work. Tender Fee is non-refundable and shall not to be refunded to the unsuccessful bidders in any case.

6.5 The EMD shall be forfeited:-

- i) If the bidder withdraws his bid during the validity period of the bid.
- ii) In case of successful bidder, if he fails to furnish the required items/ deliver services within the specified time limit.

6.6 The EMD of successful bidder shall be refunded after satisfactory execution of the services and Completion of the period of operation of the work order/rate-contract.

7. **Performance Security Deposit:-**

7.1 A Performance security deposit of 10% of the contract amount shall be submitted by the successful bidder considering EMD amount. The same will be kept during AMC Period and will be returned back after completion period of AMCs

7.2 No interest shall be payable on security deposit.

7.3 The security deposit shall be forfeited as a compensation for any loss resulting from the failure to

perform the obligations under the contract or in the event of termination of the contract or in any event, which Bank thinks fit and proper.

8. **Payment:-**

8.1 AMC Payment will be made on monthly basis after completion of the month.

8.2 AMC Payment shall be made upon submission of following documents:

- i. Supplier's Invoice
 - ii. Copy of the "Maintenance Cards" signed by the user & countersigned by the person in charge of the section/subsection of the Bank department.
- Statutory compliance documents (ESIC, EPF etc. including attendance sheet and other related documents as per minimum wages act.

9. **Award of Contract:-**

The Corporate service Department of Bank of Maharashtra will award the contract to the successful tenderer whose tender has been determined to be substantially responsive and as lowest evaluated tender, provided further that the tender is determined to be qualified to perform the contract satisfactorily. Bank of Maharashtra will place supply orders on staggered basis, if necessary, during the contract period to the lowest evaluated responsive tenderer and will be governed by all the terms and conditions stipulated in the tender document.

Bank of Maharashtra reserves the right to increase or decrease the quantity of items and also reserves the right to cancel or revise or any of the all the tenders or part of tenders without giving any reasons thereto with no cost to Bank of Maharashtra.

10. **Default Clause / Cancellation of AMC:-**

If the service provider fails to commence services under the AMC as scheduled or to deliver the quantities ordered to him within the period stipulated in the contract, Bank of Maharashtra reserves right to : (a) Extend the period or (b) Cancel the contract in whole or in part for the

incomplete /balance works/services. The extension of time period of the AMC will be sole discretion of Bank of Maharashtra & after examination of the request from the bidder & only for the genuine reasons beyond the control of bidder. If the Bank of Maharashtra decides to cancel the contract on account of the default or unsatisfactory services, the work shall be got done at the risk and cost of the tenderer. The tenderer shall be liable to pay any loss by way of extra expenditure or other incidental expenses, which the Bank of Maharashtra may have to incur on account of the default of the tenderer. In addition to action above, the Bank of Maharashtra may debar the defaulting service provider from future orders, for a maximum period of 3 years.

Bank of Maharashtra shall be the final authority to reject full or any part of the Service Providers/Contractors contract, which is not confirming to the specifications and other terms and conditions. **No payment shall be made for unsatisfactory service(s).**

11. **Confidentiality:-**

Information relating to the examination, clarification, evaluation and comparison of tenders, and recommendations for the award of a Contract shall not be disclosed to tenderer or any other persons not officially concerned with such process until the notification of Contract award is made.

Any effort by the tenderer to influence the Bank of Maharashtra in the Technical bid evaluation, bid comparison or contract award decisions, may result in the rejection of the Tenderer's bid.

12. **Arbitration:-**

Any claim, dispute or difference arising out of or in connection with this agreement and which cannot be settled by mutual consultations, shall be referred to sole Arbitration or an Arbitrator to be appointed by Bank. The award of the Arbitrator shall be final and binding between the parties as per the terms and conditions of the Agreement to be executed on award of contract. The Arbitrator

proceeding shall be governed by the Arbitration and Conciliation Act 1996 and shall be conducted in Pune. The agreement is subject to the jurisdiction of the courts at Pune.

13. **Obligations:-**

1. The Bank of Maharashtra shall not be responsible for any loss, breakage or theft of Contractor's material for which he has to make his own arrangements for storage.
2. The Bank of Maharashtra shall not pay any compensation in respect of any injury or death caused to the workers of the Contractor. It will be the sole responsibility of the Contractor.
3. The Bank of Maharashtra will not charge any amount from the Contractor for water or / and electricity for carrying out work.

14. **Indemnity Clause:-**

Contractor shall indemnify, protect and save the Bank and hold the Bank harmless from and against all claims, losses, costs, damages, expenses, action suits and other proceedings ,(including reasonable attorney fees),relating to or resulting directly or indirectly from –

1. An act or omission of contractor, its employees, its agents, in the performance of the services provided by this contract,
2. Breach of any of the terms of this agreement document or breach of any representation or warranty by contractor,
3. Use of the allocated site and or facility provided by Contractor,
4. Infringement of any patent, trademarks, copyrights, Intellectual Property Rights, etc. or such other statutory infringements in respect of all components used to facilitate and to fulfill the scope of the site requirement.

5. Contractor shall indemnify the Bank and undertake to keep the Bank fully saved and indemnified against any loss, action or claim arising out of or in respect to error, misconduct, fraud, misbehavior or violations of any laws committed by contractor or its employees/agents/persons employed by third parties.
6. Contractor shall further indemnify the Bank against any loss or damage arising out of loss of data, claims of infringement of third party copyrights, patents, or other intellectual property, and third party claims on the Bank for malfunctioning of the equipment providing facility to Bank's equipment at all points of time.
7. This indemnification is only a remedy for the Bank. Contractor /Partner is not absolved from its responsibility of complying with the statutory obligation as specified above. Indemnity would cover damages, loss or liabilities suffered by the bank arising out of claims made by its customers and/or regulatory authorities.

15. **SEVERABILITY:**

- i. If any of the provisions of this agreement may be constructed in more than one way, one of which would render the provision illegal or otherwise voidable or unenforceable, such provision shall have the meaning that renders it valid and enforceable.
- ii. In the event any court or other government authority shall determine any provision 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.
- iii. In the event that any of the provisions of this agreement shall be found to be void, but would be valid if some part thereof was deleted or the scope, period or area of application were reduced,

then such provision shall apply with the deletion of such words or such 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 renovation, 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 herein above, the original provisions would stand renewed and be effective to their original extent, as if they had not been limited by the law or provisions revoked. Notwithstanding the limitation of this provision by nay law for the time being in force, the Parties undertake to, at all times observe and be bound by the spirit of this agreement.

I/We hereby declare and affirm that I/We have read and understood the terms and condition of the contract.

Sign of bidder:- _____

Date: - _____

Name of the bidder:- _____

03. (DETAILS OF SCOPE OF WORK / TERMS & CONDITIONS)

Scope of Comprehensive Annual Maintenance Contract Services of Split/Cassette/Window/Tower Air Conditioners

1. The tentative quantity of various type/make of split AC approximated is 230 with total tonnage 460 are as under:-

Sr. No.	Capacity of Split AC/Inverter Model/5*4*3*2*1*	Quantity (Nos.)	Tonnage(TRs)
1	3 TR	4	12
2	2.0 TR	40 + 10*	90
3	1.5 TR	67 + 30*	142.5
4	1 TR	12	12
Cassette/VRF Split AC			
1	Cassette -VRF 2 TR	6	12
2	3 TR	11	33
3	2 TR	31	62
4	1.5 TR	1	1.5
5	1 TR	2	2
Window AC			
1	1.5 TR	8	12
Tower ACs			
1	2 TR	8	16
*ACs outside Lokmangal Premises/Bank owned Premises MD/ED/Executive flats/Guest house		Total	230
			460

***Remark** – The agency shall visit the site for inspection of actual condition & quantity before quoting the rates in price bid. No further price discrepancy/communication is allowed after final tendering process is complete. There may be variation of 5 % in quantity mentioned above.

The site mentioned below in Tender document has to be provided with comprehensive AMC of any type's model irrespective of quantity difference. However Bank reserve right to inspect/survey the quantity of ACs at site in case of any discrepancy and payment shall be made as per actual quantity.

The services shall include **Comprehensive Annual Maintenance Contract** providing all manpower, tools and plants like ladder, stools, spanners, testing equipment's and replacement of defective spare parts, such as replacing of chiller pipes, outlet pipes, Compressor, Condenser, Fan blade, Fan motors, Electronic Circuit PCB, Remote and other Plastic consumables, Gas charging etc. including consumables **with no cost charge to Bank in-lieu of service & maintenance of ACs** at any height/any floors as and where required, and as directed by Bank of Maharashtra authorities.

02. Location of Site for Comprehensive AMC by Service Provider:-

- Bank of Maharashtra, Lokmangal Building
- Executive Flats at Dwarka Lords, Pimple Saudagar
- MD & CEO Residency at Ghokle cross Road, Model Colony
- Executive Guest house at Model colony
- Any new office AC installation or servicing
- ED Residence at Mahabank house
- ED Residence at Bhosle nagar
- CVO Residence at Aundh-Khadki Road, Picer Chowk 03.

Preventive Maintenance Services (PMS) Monthly:

The monthly services include:

1. Cleaning of air filters, indoor unit grills & filters through air blower.
2. Cleaning of the indoor unit body by wiping out the dust etc. with wet cloth.

04. Preventive Maintenance Services (PMS) Quarterly:

1. Every machine shall be serviced once every quarter.

A record of such services duly acknowledged by the person using the machine or in his absence in charge of the location of the AC shall be maintained.

02. Quarterly PMS shall include the following services:

- a. Replacement of filter if found damaged/unusable.

- b. Checking selector switch, thermostat, relays, remote control etc.
- c. Checking motor bushings.
- d. Checking ground connections.
- e. Cleaning of blower and condenser fan.
- f. Cleaning the evaporator & condenser coils.
- g. Checking and tightening of nuts & bolts.
- h. Oiling the motors.
- i. Checking of the backup electrical power outlet/ MCB.
- j. Checking of drive motors and fans.
- k. Over hauling of the AC, with chemical washing process.
- l. Checking cooling efficiency.
- m. Checking Firmness of the Supporting arrangement for the compressor, blower motor, air conditioners casing and fixing of the air conditioners etc.
- n. Replacement of any component of air conditioners (Outdoor and indoor units, inlet and outlet Pipelines, electrical connections etc.) found defective after the above checks and Tests.
- o. Charging of Refrigerant Gas during the period of Contract if need arises.
- p. **Attending to complaints within 24 hours.**
- q. **Safety norms shall be followed & the contractor shall be accountable of safety violations.**

A maintenance schedule mutually agreed upon will be prepared before commencement of the AMC. Any delay beyond the agreed schedule will attract penalty of 1% of Rate Contract value per day of delay or part there of subject to maximum deduction of 10% of the Rate Contract value.

05. **Yearly/Annual Maintenance Services:**

The scope of work shall include all checks and tests as detailed under routine maintenance services.

In addition annual maintenance services shall also include:

- a) Cleaning the condenser and evaporator coils with suitable detergent/chemical solution and flushing with high-pressure jet of water.
- b) Greasing of blower motors and all moving parts.

06. **Break-down Services (BDS):**

On call AMC services shall include attending to any complaint any time of the year, on receipt of verbal/written complaint from coordinating officer of Bank of Maharashtra. A record of the break-down calls attended duly acknowledged by the occupant or user of the AC & in his absence by the person in charge of the location of the AC, shall be maintained & displayed on the “Maintenance Card” kept with the AC & also copy of the same in records of the person in charge.

Ordinarily a complaint must be attended within 1 hours whenever no change of part is involved, however, in case of requirement of change of spare part, the complaint may be attended within 24 hours of its receipt.

Thereafter, under both the cases the delay in attending complaint shall attract a levy of compensation at the rate of Rs.300/- per day & per AC subject to a maximum of Rs.1500/- against the complaint.

Thus after 5 days Bank of Maharashtra shall have the right to get the complaint rectified on his own through any other agency and the amount shall be recovered from the concerned agency.

07. **Terms and Conditions:**

- a. The spare parts used for replacement shall be procured from the authorized dealer/service center of same make/quality as installed in new air conditioner with warranty or guarantee as per manufacturer. The original bills/vouchers of purchase of spare parts should be attached with the quarterly payment claims as a proof of its genuinity.
- b. The service provider shall maintain services log book/file containing copy of the cards duly signed by the users and countersigned by Bank of Maharashtra official.
- c. In case of continued non-performance and inability to meet service requirements, Bank shall reserve the right to terminate the contract after giving 30 days ‘notice in writing.

- d. It will be the sole responsibility of the Contractor to abide by the provisions of all labour acts prevailing in state/country as applicable.
- e. Any liability arising on Bank of Maharashtra, shall be deducted from the bill of the Contractor and if the full amount is not recovered then the same shall be recovered from the performance security deposit of the Contractor. There would be no liabilities towards the workers of the Contractor by Bank of Maharashtra.
- f. Bank of Maharashtra reserves the right of altering the specifications of works of adding to or omitting any items of work or of having portion of the same carried out departmentally or otherwise and such alterations and variations shall not violate this contract.
- g. In the event of the Contractor failing to execute the work under contract in whole or in part an alternative arrangement will be made by Bank of Maharashtra at the risk and cost of the contractor besides any suitable fine/ penalty.
- h. The Contractor shall be liable to pay compensation for any loss and damage caused to the property of Bank of Maharashtra by the Contractor or his workers.
- i. The Contractor shall personally be responsible for the conduct of his staff and in case of any complaint against any staff; Contractor will be under obligation to change the worker when instructed by authority. The contractor shall observe all the laws and will be responsible for any prosecution or liability arising from breach of any of those laws. Bank of Maharashtra will not hold any responsibility with regard to staff on the role of the contractor what so ever.
- j. The Contractor and his staff shall follow the rules and regulations of the Bank in force and instructions issued from time to time. Bank of Maharashtra will be free to take action against the Contractor for violating the same.
- k. **The contractor shall station at least one team (Skilled & Non skilled) consisting of 1 qualified technician & 1 helper on full time basis in the Bank of Maharashtra premises, at any point of the time. The teams shall be suitably increased in order to provide satisfactory services.**

- l. Units taken out of the office premises for the service at workshop shall be returned at the earliest & in any case, within a week time. The units shall be taken out of the premises of the Bank by issuing receipts/memos/acknowledgements by the contractors. Further, in case the Air Conditioner is not returned in working condition within a week to its original locations in the bank a penalty for not completing the work within a time frame be levied on the contractor.
- m. **Dress Code:** The workers/supervisors should be properly dressed (preferably uniforms with Company's logo) to be identified separately.
- n. **Identity card:** The contractor or must issue identity card to his workers/supervisors and submit police verification certificate for all work men engaged by him along with supervisors to Bank of Maharashtra.
- o. Any action on the part of the tenderer to influence any officer of the Bank or canvassing in any form shall make the tender liable for rejection.
- p. The contract will be for a period of one year initially, which can be extended further on satisfactory performance of the previous year of the contract. Bank of Maharashtra may renew/ extend the contract to such further period(s), as it may deem proper, having regard to the quality and manner of the contractor's performance. However, it shall be with consent / written request by the contractor in this regard.
- q. **The quantities indicated are purely tentative at para 1 Page no 15 and likely to vary on either side up to any limit.**
- r. Time is the essence of this contract. In case the contractor fails to adhere to the time schedule, Bank of Maharashtra shall have the absolute right to take up the work at the contractor's risk and cost and recover any and all such expenses from the amounts due to the contractor including Security Deposit. The Bank of Maharashtra shall have right to impose a penalty commensurate with the fault and if any, shall be deducted from the bill.
- s. All letters posted to the contractor on the address given by him will be considered to have been delivered in time.

- t. If at any stage, it is found that the work is not being executed as per detailed specifications and conditions as per contract, it will be the duty of the Contractor to remove all such works from the worksite and make them good. The entire costs incurred shall be borne by the Contractor. The detailed specifications, special conditions are part of this contract.
- u. If it is observed at any stage that the quality of work is not satisfactory, the contract/work order as a whole will be terminated and Performance security deposit will be forfeited. The Contractor will have no claims what so ever on the Bank.
- v. In case it is found at later date that the work done is of inferior quality and proper action was not taken at the time of execution of the work, the Contractor shall remain liable to pay compensation to the Bank for inferior works as determined by the Bank and in case all payments have been made to the Contractor for this work, this amount will be deducted from any sum due to the Contractor on any other work within the Bank.
- w. Contractor will be fully responsible for any accident or mishaps involving workers engaged by the Contractor and the Contractor would pay claims made on this part. The Contractor shall indemnify the Bank of Maharashtra from any claims arising out of accidents, disabilities of any nature or death arising out of provisions under law, or any other nature in respect of all workers engaged by the Contractor.
- x. All dismantled/replaced spare parts shall be deposited with the authorized representative of Bank of Maharashtra and details be entered in the register (demolition/dismantled register) & signed by the both parties.

08. **Insurance against accidents to Workmen's:**

The contractor shall insure against such disability with an insurer approved by the Bank during whole of the time that any persons are employed by him on the work (AMC of said work) and shall, when required, produce to the Bank such policy of insurance and receipt for payment of the current premium.

The Bank shall not be liable for or in respect of any damages or compensation payable at law in respect or in consequence of any accident or injury to any workmen or other person in the employment of the AMC contractor same and except an accident or injury resulting solely from any act or default of the Bank or its agent, or employees. The contractor shall indemnify and keep indemnified the Bank against all such damages and compensation, save and except said as aforesaid and against all claims, proceeding, loss, charges and expenses, whatsoever in respect there of or in relation there to.

04. ANNEXURE-I /Technical Bid Proforma

(A)		
Sr.No	Particulars	Details
1.	Name of the bidder (Firm)	
2.	Name of the representative	
3.	Address of the bidder	
4.	Land line Tel Nos of the bidder	
5.	Mobile Nos of the bidder	
6.	Email of the bidder	
7.	Registration No. of the Firm: - (If any)	
8.	(Please enclose the copy of registration)	
9.	VAT No	
10.	Service Tax No	
11.	GST No	
12.	PAN No	
B.	Experience: - Details of AMC works executed especially with Govt. &/or PSU organizations (Please submit certificates from the authorities not below the rank of Executive Engineer or equivalent. Please add additional pages/sheets if required)	YES/NO

C.	Experience Certificate: Submitted by the sub-contractor will not be considered valid. Bidder shall submit completion certificate issued by client.	1. 2. 3.
D.	Details of Manpower availability (Number with their qualification & experience)	1. 2. 3.
E.	Details of workshops (Define Location, area, type of machineries' available etc.)	
F.	Proposal to carry out the work at Bank of Maharashtra, Head office	
G.	Turnover Details	
H.	<p>Declaration –</p> <p>I/We hereby declare and affirm that I/We have read and understood the terms and conditions of the contract as stipulated in. Tender reference No: AX1/CSD/COMPREHENSIVE AMC-SERVICE ACs/2019-20, datedAugust 2019.</p>	<p>Sign of bidder & Stamp:- _____</p> <p>Date: - _____</p> <p>Name of the bidder:- _____</p> <p>Firm's Name:- _____</p> <p>(Please add additional pages/sheets if required)</p>

05. ANNEXURE-II: Complaint Register Performa

***Agency shall ensure Preventive maintenance services as per complaint register performa as listed in para 1 of page no 14 of details of scope of work.**

Sr. No	Complaint Registered		Complaint Registered By		Complaint Attended		Sign. of Occupant	Remarks
	Date	Time	Name	Mobile No	Date	Time		

06. ANNEXURE-III: JOB-CARD Performa

Sr. No	Date	Cleaning	Cooling	Noise	CC Coil	Firmness of AC	Grill Temp	Amp	Tech. Sign	Client Sign	Remarks

07. ANNEXURE -IV

FORM –A: Particulars to be filled by the bidder.

Sr.No	Particulars	Details
1.	Name of the Bidder	
2.	Complete Address of the Bidder	
3.	Availability for demonstration of AMC Plans at Bank of Maharashtra, Head office	Yes/No[Please √]
4.	Cost of the Tender enclosed	Yes/No [Please √] If yes, a.) Name of the Bank_____ b) Amount () _____ c.) Demand Draft No. _____
5.	Earnest Money Deposit enclosed	Yes/No [Please √] If yes, a.) Name of the Bank_____ b) Amount () _____ c.) Demand Draft No. _____ d.) Last Validity date of the enclosed DD _____
6.	Communication details of the concerned contact person to whom all references shall be made regarding this tender enquiry. [NOTE: Any changes after submission of Tender documents kindly update Bank of Maharashtra, Head office] * <u>Note</u> : - Demand Drafts must be complied with CTS 2010 standards prescribed by Reserve Bank of India.	a.) Full Name: b.) Complete Postal Address: c.) Telephone No.: d.) Fax No.: e.) Mobile No.: f.) E-mail: g.) Website Address:

08. ANNEXURE – V

Tender No. -AX1/CSD/COMPREHENSIVE AMC-SERVICE ACs/2019-20, Dated: 26 August, 2019

DECLARATION

I/We have read and examined the bid document, terms and Conditions of bid and other documents and Rules referred to in the bid and all other contents in the bid documents for the Comprehensive AMC ACs services.

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

I/We agree to keep the bid open for hundred one twenty (120) days from the date of opening of technical bid thereof not to make any modifications in its terms and conditions.

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

If I/We fail to commence the specified Comprehensive AMC ACs services I/We agree that the said Bank of Maharashtra or his successors in office shall without prejudice to any other right or remedy, be at liberty to forfeit the said Earnest Money shall be retained by them towards Security Deposit to render all consultancy referred to in the bid documents upon the terms and conditions contained or referred to therein and to carry out such deviations as may be ordered.

Seal of consultant

Signature of the Tenderer/Bidder

Place:

Date:

09. ANNEXURE-VI

NON-DISCLOSURE AGREEMENT

THIS NON-DISCLOSURE AGREEMENT (this "Agreement") is entered into on

By.....and.....
.....between the undersigned parties on the date specified below.

WHEREAS, either Party possesses certain confidential proprietary information; and WHEREAS, in connection with the pursuit, evaluation and/or feasibility of a business relationship, and/or the consummation of a transaction (collectively, the "Business Purposes") between the two parties hereto, including their affiliates, subsidiaries, stockholders, partners, co-venture, trading partners, employees and other organizations (hereinafter referred to as Affiliates), confidential proprietary information of one Party may become available to the other Party.

WHEREAS, either Party desires to prevent the unauthorized use and disclosure of its confidential proprietary information.

NOW THEREFORE, in consideration of these premises and for other good and valuable consideration, Receipt of which is hereby acknowledged, the parties agree as follows:

- I. **"Confidential Information"**. For purposes of this Agreement, Confidential Information shall mean all strategic and development plans, financial condition, business plans, co-developer identities, data, business records, customer lists, project records, market reports, employee lists and business manuals, policies and procedures, information relating to processes, technologies or theory and all other information which may be disclosed by one Party or to which the other Party may be provided access by the disclosing Party or others in accordance with this Agreement, or which is generated as a result of , incidental to or in connection with the Business Purposes, which is not generally available to the public.
- II. **Non-disclosure Obligations**. The Receiving Party promises and agrees to receive and hold the Confidential Information in confidence. Without limiting the generality of the foregoing, the Receiving Party further promises and agrees:
 - A. to protect and safeguard the Confidential Information against unauthorized use, publication or disclosure;
 - B. not to use any of the Confidential Information except for the Business Purposes.
 - C. not to, directly or indirectly, in any way, reveal, report, publish, disclose, transfer or otherwise use any of the Confidential Information except as specifically authorized by the Disclosing Party in accordance with this Non-Disclosure Agreement.
 - D. not to use any Confidential Information to unfairly compete or obtain unfair advantage vis-a-vis Disclosing Party in any commercial activity which may be comparable to the commercial activity contemplated by the parties in connection with the Business Purposes.

E. to restrict access to the Confidential Information to those of its officers, directors, and employees who clearly need such access to carry out the Business Purposes. F. to advise each of the persons to whom it provides access to any of the Confidential Information, that such persons are strictly prohibited from making any use, publishing or otherwise disclosing to others, or permitting others to use for their benefit or to the detriment of the Disclosing Party, any of the Confidential Information, and, upon Request of the Disclosing Party, to provide the Disclosing Party with a copy of a written agreement to that effect signed by such persons.

G. To comply with any other reasonable security measures requested in writing by the Disclosing Party.

H. To refrain from directly contacting or communicating by whatsoever means to the Source(s) of Information without written consent of the Disclosing Party.

I. To undertake not to disclose any names and their particulars to third parties without the written consent by the Disclosing party.

III. **Exceptions.** The confidentiality obligations hereunder shall not apply to Confidential Information which:

A. is, or later becomes, public knowledge other than by breach of the provisions of this Agreement; or

B. is in the possession of the Party with the full right to disclose prior to its receipt from the Disclosing Party, as evidenced by written records; or

C. is independently received by the Receiving Party from a third party, with no restrictions on disclosure.

IV. **Return of Confidential Information.** The Receiving Party agrees, upon termination of the Business Purposes or upon the written request of the other Party, whichever is earlier, to promptly deliver to the other Party all records, notes, and other written, printed, or tangible materials in the possession of the Receiving Party, embodying or pertaining to the Confidential Information. V. **No Right to Confidential Information.**

A. The Receiving Party hereby agrees and acknowledges that no license, either express or implied, is hereby granted to the Receiving Party by the other Party to use any of the Confidential Information.

B. The Receiving Party further agrees that all inventions, improvements, copyrightable works and designs relating to machines, methods, compositions, or products of the other Party directly resulting from or relating to the Confidential Information and the right to market, use, license and franchise the Confidential Information or the ideas, concepts, methods or practices embodied therein shall be the exclusive property of the other Party, and the Receiving Party has no right or title thereto.

VI. **No Warranty.** The Disclosing Party has not made and will not make any representation or warranty as to the accuracy or completeness of its Confidential Information or of any other information provided to the Receiving Party, and the Receiving Party agrees that the Disclosing Party shall have no liability resulting from the use of the Confidential Information or such other information.

VII. **No Commitment.** The disclosure of Confidential Information does not, and is not intended to, represent a commitment by the Disclosing Party to enter into any business relationship with the Receiving Party or with any other entity. If the Parties desire to pursue business opportunities, they will execute a separate written agreement to govern such business relationship.

- VIII. **Compelled Disclosure.** If the Party faces legal action to disclose Confidential Information received under this Agreement, then the Party shall promptly notify the other Party in order that it may have the opportunity to intercede and contest such disclosure and, upon request, shall cooperate with the other Party in contesting such a disclosure. Except in connection with failure to discharge the responsibilities set forth in the preceding sentence, neither Party shall be liable in damages for any disclosures pursuant to such legal action.
- IX. **Losses.** The Receiving Party agrees to indemnify the other Party against any and all losses, damages, claims, or expenses incurred or suffered by the other Party as a result of the Receiving Party's breach of this Agreement.
- X. **Communication:** The two parties agree that the communication between the parties is considered delivered and reached other party if transmitted by fax or electronic means with proof of sending machine. The date of receiving the messages, notices or letters is the date of sending authenticated by the sending machine. All notices under this Agreement shall be deemed to have been duly given upon the mailing of the notice, postpaid to the addresses listed above, or upon the facsimile transmission, to the party entitled to such notice at the facsimile number set forth below.
- XI. **Counterparts.** Either the original or copies, including facsimile transmissions, of this Agreement, may be executed in counterparts, each of which shall be an original as against any party whose signature appears on such counterpart and all of which together shall constitute one and the same instrument.
- XII. **No Solicitation of Employees.** The Receiving Party agrees that it will not, for a period of five (5) years from the date of this Agreement, initiate contact with the other Party's employees in order to solicit, entice or induce any employee of the other Party to terminate an employment relationship with the other Party to accept employment with the Receiving Party.
- XIII. **Term and Termination.** This Agreement shall commence on the date first written above. The Receiving Party's right to use the Confidential Information in connection with the Business Purposes shall continue in effect until the period of one year from the date above or the other Party provides the Receiving Party with written notice of termination of such right, whichever is earlier. Notwithstanding the foregoing, the Receiving Party's obligations with respect to the Confidential Information hereunder shall continue in full force for at least five years from the termination date and/or effect until further notice from the other Party.
- XIV. **Remedies.** The Receiving Party understands and acknowledges that any disclosure or misappropriation of any of the Confidential Information in violation of this Agreement may cause the Disclosing Party irreparable harm, the amount of which may be difficult to ascertain and, therefore, agrees that the Disclosing Party shall have the right to apply to a court of competent jurisdiction for an order restraining any such further disclosure or misappropriation and for such other relief as the Disclosing Party shall deem appropriate. Such right of the Disclosing Party shall be in addition to Remedies otherwise available to the Disclosing Party at law or in equity.
- XV. **Entire Agreement.** This Agreement embodies the entire understanding between the parties respecting the subject matter of this Agreement and supersedes any and all prior negotiations, correspondence, understandings and agreements between the parties respecting the subject matter of this Agreement. This Agreement shall not be modified except by a writing duly executed on behalf of the party against whom such modification is sought to be enforced. Should any provisions of this Agreement be found unenforceable, the remainder shall still be in effect.

- XVI. **No Waiver**. The failure of either Party to require performance by the other Party of any provision of this Agreement shall in no way effect the full right to require such performance at any time thereafter.
- XVII. **Successors and Assigns**. Neither shall any Party have any right to assign its rights under this Agreement, whether expressly or by operation of law, without the written consent of the other Party. This Agreement and the Party's obligations hereunder shall be binding on their Representatives, permitted assigns, and successors of the Parties and shall ensure to the benefit of Representatives, assigns and successors of the Parties.
- XVIII. **Governing Law**. This Agreement shall be governed by and construed in accordance with the laws of India and the Party's country laws on equal force. If there is any conflict of laws, the law of India shall prevail.
- XIX. **Attorneys' Fees**. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the prevailing party in such action shall be entitled to attorneys' fees.
- XX. **Modification**. This Agreement constitutes the sole understanding of the parties about this subject matter and may not be amended or modified except in writing signed by each of the parties to the Agreement.

XXI. Legal Address of the Parties:

Party A:

Company: Bank of Maharashtra,

Address: 1501, lokmangal, shivajinagar,

Pune

_____ Seal & Sign

:

Authorized signatory

Party B:

Company:

_____ Seal & Sign

:

Authorized signatory

10. FORM - B: Particulars for refund of EMD to successful/unsuccessful bidder.
RTGS/National Electronic Fund Transfer (NEFT) Mandate Form

1.	Name of the Bidder	
2.	Permanent Account No (PAN)	
3.	Particulars of Bank Account	
	a) Name of the Bank	
	b) Name of the Branch	
	c) Branch Code	
	d) Address	
	e) City Name	
	f) Telephone No	
	g) NEFT/IFSC Code	
	h) RTGS Code	
	i) 9 Digit MICR Code appearing on the cheque book	
	j) Type of Account	
k) Account No		
4.	Email id of the bidder	

Note: - Please attach original cancelled cheque along with the RTGS/National Electronic Fund Transfer (NEFT) Mandate Form.