



कृषि बैंकिंग महाविद्यालय
भारतीय रिज़र्व बैंक
विद्यापीठ रोड
पुणे- 411016

निविदा आमंत्रण सूचना

इन्द्रायणी हॉस्टेल, कृषि बैंकिंग महाविद्यालय, पुणे-411016 में प्रति दिन 5000 लीटर (LPD) क्षमता वाले सोलर हॉट वाटर सिस्टम की डिजाइन, आपूर्ति, संस्थापन, परीक्षण और कमिशनिंग (DSITC)

उपर्युक्त कार्य के लिए विनिर्माताओं/प्राधिकृत वितरकों/विक्रेताओं से मुहरबंद निविदाएँ दो भागों (भाग-I और भाग-II) में आमंत्रित की जाती हैं। कार्य की अनुमानित लागत रु.6.6 लाख है और इसे कार्यादेश की तिथि के 10वें दिन से 8 सप्ताह के भीतर पूरा किया जाना है। निविदा का भाग-I अलग लिफाफे में और भाग-II अलग लिफाफे में मुहरबंद किया जायेगा।

1. सभी अर्हता-पूर्व कागज-पत्र बैंक के चिकित्सा के लिए निविदाएँ भाग-I के साथ प्रस्तुत करें।
2. रु.13,200/- की ईएमडी माँग ड्राफ्ट/अप्रतिसंहरणीय बैंक गारंटी/प्रमाण के रूप में, जो एनईएफटी द्वारा भुगतान किया जायेगा, निविदा भाग-I के साथ प्रस्तुत किया जायेगा।
3. निविदाएँ www.rbi.org.in (टेंडर लिंक) से डाउनलोड की जायेंगी। निविदाएँ भाग -II केवल उन फर्मों की स्वीकृत की जायेंगी, जो अर्हता-पूर्व मानदंडों को पूरा करती हों/का अनुपालन करती हों।
4. इच्छुक निविदादाता पूर्ण रूप से भरे दस्तावेज बैंक के पास 11.03.2019 के दोपहर 2:00 बजे तक प्रस्तुत करें।
5. इच्छुक निविदादाता निविदा फीस के रूप में रु.590/- की राशि एनईएफटी के जरिए [अनुबंध-III](#) में दिये गये खाते में 11.03.2019 के 2:00 बजे अपराहन तक भुगतान करेंगे, अन्यथा निविदा भाग-II नहीं खोला जायेगा।
6. बिना ईएमडी वाली निविदाओं को अयोग्य माना जायेगा और उसके भाग-II को खोला नहीं जायेगा।
7. इच्छुक निविदादाताओं के पास कार्यालय भवनों/वाणिज्यिक परिसरों के लिए इसी प्रकार के कार्य करने का अनुभव 31 मार्च 2018 की तिथि के अनुसार 5 वर्षों का होना चाहिए।
8. इच्छुक निविदादाता ने 31 मार्च 2018 को समाप्त पिछले पाँच वर्षों के दौरान निम्नानुसार इसी प्रकार के कार्यों को सफलता पूर्वक पूरा किया हो :

(क) तीन कार्य, जिनमें से प्रत्येक की लागत अनुमानित लागत के 40% के बराबर की राशि से कम नहीं हो

अथवा

(ख) दो कार्य, जिनमें से प्रत्येक की लागत अनुमानित लागत के 50% के बराबर की राशि से कम नहीं हो

अथवा

(ग) एक कार्य, जिसकी लागत अनुमानित लागत के 80% के बराबर की राशि से कम नहीं हो ।

9. पिछले तीन वर्षों के दौरान अनुमानित लागत के 100% का वार्षिक कुल कारोबार या उससे अधिक का कारोबार, जिसका समर्थन लेखापरीक्षित वित्तीय विवरणों में किया गया हो ।

10. उसके पास प्रस्तावित कार्य के स्थान या निकटवर्ती मेट्रो, अर्थात्, मुम्बई में सर्विस सेट अप हो, ताकि वह विक्रय-पश्चात् सर्विस प्रदान कर सके ।

11. ठेकेदार अपनी पात्रता के बारे में बैंक के पास निम्नलिखित जानकारी/ दस्तावेज प्रस्तुत करेंगे

(क)	फर्म का गठन	ठेकेदारों की फर्म के गठन के पूरे ब्यौरे (क्या ठेकेदार एक व्यक्ति या भागीदारी फर्म या कंपनी, आदि है) विस्तार से भागीदारों के नाम और पते के साथ प्रस्तुत किये जाने चाहिए और इसके साथ ही संस्था के अंतर्नियम की प्रति/मुख्तारनामा/अन्य संबंधित दस्तावेज प्रस्तुत किये जाने चाहिए
(ख)	कार्य-अनुभव और विनिर्दिष्ट अवधि के दौरान विनिर्दिष्ट मूल्य के तत्समान कार्यों को पूरा करना	अर्हक कार्य के लिए विस्तृत कार्यादेशों की प्रतियाँ, जिनमें कार्यादेश की तिथि, दिये गये कार्य का मूल्य, कार्य पूरा करने के लिए दिया गया समय, आदि बताये जाने चाहिए और तदनुरूपी कार्य के पूरा होने का प्रमाणपत्र , जिसमें कार्य पूरा किये जाने की वास्तविक तिथि तथा निष्पादित तत्समान कार्य का वास्तविक मूल्य बताया जाना चाहिए और कार्य-अनुभव के प्रमाणस्वरूप उन्हें संलग्न किया जाना चाहिए । भारतीय रिज़र्व बैंक के किसी भी केंद्र में किये गये कार्य, यदि हो, के पूर्व अनुभव के दस्तावेजी साक्ष्य के साथ पूरे ब्यौरे भी दिये जाने चाहिए ।
(ग)	कुल कारोबार	पिछले तीन वित्तीय वर्षों, अर्थात्, 2015-16, 2016-17 एवं 2017-18 के लेखापरीक्षित वित्तीय विवरण के साथ सनदी लेखाकार का प्रमाणपत्र , जिसमें इन वित्तीय वर्षों में कुल कारोबार के बारे में बताया गया हो, संलग्न करना चाहिए
(घ)	ठेकेदार की ऋण-पात्रता और विनिर्दिष्ट अवधि के दौरान उसका कुल	आयकर बेबाकी प्रमाणपत्र/आयकर निर्धारण आदेशों की प्रतियों के साथ ठेकेदार के कारोबार के नवीनतम अंतिम लेखे, जो किसी सनदी लेखाकार द्वारा

	कारोबार	प्रमाणित हो, पिछले तीन वर्षों के लिए उसकी ऋण-पात्रता और कुल कारोबार के प्रमाणस्वरूप संलग्न किया जाना चाहिए
(ड)	बैंकों के नाम और पते तथा उनके संपर्क-योग्य वर्तमान कार्यपालक	उनके बैंकों के नाम और पते के बारे में लिखित जानकारी के साथ संपर्क-योग्य कार्यपालक (अर्थात्, जिनसे उनके बैंकों के कार्यालय में बैंक द्वारा संपर्क किया जा सके, यदि ऐसा आवश्यक हो) के पूरे ब्यौरे, यथा, नाम, डाक पता, ई-मेल आइडी, टेलीफोन (लैंडलाइन और मोबाइल) संख्या, फैंक्स संख्या, दिये जाने चाहिए
(च)	बैंक खातों के ब्यौरे	उनके बैंक खातों के पूरे ब्यौरे, यथा, खाता संख्या, खाते का प्रकार, खाता कब खोला गया, आदि दिये जाने चाहिए
(छ)	उनके ग्राहकों के नाम और पते तथा उनके वर्तमान संपर्क-योग्य कार्यपालक	उनके ग्राहकों के नाम और पते के बारे में लिखित जानकारी के साथ उनके संपर्क-योग्य कार्यपालक (अर्थात्, जिनसे उनके ग्राहकों के कार्यालय में बैंक द्वारा संपर्क किया जा सकता है, यदि ऐसा आवश्यक हो) के पूरे ब्यौरे, यथा, नाम, डाक पता, ई-मेल आइडी, टेलीफोन (लैंडलाइन और मोबाइल) संख्या, फैंक्स संख्या, आदि दिये जाने चाहिए
(ज)	पूर्ण किये गये कार्य के ब्यौरे	ग्राहक-वार कार्य के नाम, कार्य-निष्पादन का वर्ष, निष्पादित कार्य के लिए दिया गया और वास्तविक मूल्य, संविदा में अनुबद्ध कार्य-समापन समय और संविदा पूर्ण करने में लिया गया समय, जिन अधिकारियों/ प्राधिकरणों/ विभागों के अधीन कार्य निष्पादित हुआ/हुए, उनके पूर्ण संपर्क-ब्यौरे दिये जाने चाहिए
(झ)	सर्विस सेट अप के ब्यौरे	प्रस्तावित कार्य के स्थान पर या उसके नजदीकी मेट्रो में सर्विस सेट अप का पता और संपर्क के ब्यौरे, जहाँ विक्रय-पश्चात् सर्विस की व्यवस्था होगी

12. इच्छुक बोलीकर्ताओं की बोली-पूर्व एक बैठक 28.02.2019 को 3:00 बजे अपराह्न कृषि बैंकिंग महाविद्यालय, भारतीय रिज़र्व बैंक, पुणे में होगी। विधिवत भरे गये दस्तावेज बैंक के पास 11.03.2019 को 2:00 अपराह्न तक प्रस्तुत किये जायेंगे।

13.(क) निविदा प्रपत्र 01.02.2019 से वेबसाइट www.rbi.org.in से डाउनलोड किये जा सकते हैं।

- 14.(ख) रु.13,200/- की ईएमडी भारतीय रिजर्व बैंक के पक्ष में मुम्बई में देय माँग ड्राफ्ट/एनईएफटी के रूप में [अनुबंध-III](#) में दिये गये ब्यौरे के अनुसार या किसी अनुसूचित बैंक द्वारा बैंक के मानक प्रोफार्मा में, जो निविदा प्रपत्र ([अनुबंध-I](#)) में उपलब्ध है, जारी की गयी अप्रतिसंहरणीय बैंक गारंटी के रूप में ।
15. निविदा का भाग-I 11.03.2019 को 3:00 बजे अपराहन में बोलीकर्ताओं के प्राधिकृत प्रतिनिधियों की उपस्थिति में, जो उपस्थित रहना चाहें, खोला जायेगा । पात्र निविदादाता का भाग-II (कीमत बोली) बाद की तारीख में खोला जायेगा, जिसकी सूचना बोलीकर्ताओं को पहले ही दे दी जायेगी ।
16. आवेदकों/बोलीकर्ताओं को निम्नलिखित प्रस्तुत करना है
- (क) अपने ग्राहकों से, जिनके लिए उन्होंने पात्रता (अर्हता-पूर्व) मानदंडों के अनुसार, जिनकी व्याख्या इस सूचना में दी गयी है, "पात्र कार्य" का निष्पादन किया है, [अनुबंध-जी](#) में दिये गये फार्मेट में ग्राहक-प्रमाणपत्र
- (ख) अपने बैंकर/बैंकरों से [अनुबंध-एच](#) में दिये गये फार्मेट के अनुसार बैंकर-प्रमाणपत्र

ग्राहक प्रमाणपत्र पर किसी सरकारी/अर्ध सरकारी संगठन या किसी सार्वजनिक क्षेत्र उपक्रम के संबंध में कार्यपालक इंजीनियर/अधीक्षण इंजीनियर की पंक्ति के किसी अधिकारी का हस्ताक्षर होगा और तभी, जब ठेकेदार को किये गये भुगतान के संबंध में पर्याप्त प्रमाण से वह समर्थित हो । प्राइवेट संगठनों द्वारा जारी किये गये ग्राहक प्रमाणपत्र के साथ भी स्रोत पर कर की कटौती (टीडीएस) प्रमाणपत्र संलग्न होगा । उपर्युक्त प्रमाणपत्रों के बिना प्रस्तुत किये गये आवेदनों/निविदाओं को अस्वीकृत किया जा सकता है । बैंक को अधिकार है कि वह स्वतंत्र रूप से इन प्रमाणपत्रों का सत्यापन करे ।

निविदाओं की कीमत-बोली को खोले जाने के पूर्व बैंक उक्त रिपोर्टों का मूल्यांकन करेगा । यदि किसी निविदादाता के संबंध में यह पाया जाता है कि वह किसी भी समय निविदा-प्रक्रिया में भाग लेने के लिए अपेक्षित पात्रता नहीं रखता है और/या उसके ग्राहकों और/या उसके बैंकरों से प्राप्त रिपोर्टें असंतोषजनक पायी जाती हैं, तो बैंक को अधिकार होगा कि वह निविदा का भाग-I खोल दिये जाने के बाद भी उसके प्रस्ताव को अस्वीकृत कर दे । ऐसा करने के लिए बैंक कोई कारण बताने के लिए बाध्य नहीं है ।

17. बैंक न्यूनतम निविदा को स्वीकार करने के लिए बाध्य नहीं है और उसे अधिकार है कि वह किसी निविदा को पूर्णतः या अंशतः स्वीकार करे । बैंक को यह भी अधिकार है कि वह बिना कोई कारण बताये सभी निविदाओं को अस्वीकार कर दे ।

पुणे :

प्रधानाचार्य

दिनांक :

कृषि बैंकिंग महाविद्यालय

पुणे



**COLLEGE OF AGRICULTURAL BANKING
RESERVE BANK OF INDIA
PREMISES, INFRACTURE AND MAINTENANCE (PIM) DIVISION
UNIVERSITY ROAD, PUNE-411016**

Supply, installation, testing and commissioning of 5000
LPD solar water heater system at Indrayani hostel, CAB,
Pune

Part I

Name of Tenderer _____

Address _____

Last date of submission: till 02:00 PM of 11.03.2019

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Form of Tender

Commercial Terms and Conditions

Principal,
Collage of Agricultural Banking,
Reserve Bank of India,
Pune – 411 016

Dear Sir,

Having examined the specifications, drawings, designs and schedule of quantities relating to the works specified in memorandum hereinafter set out and having visited and examined the site of the works specified in the said memorandum having acquired the requisite information relating there to as affecting the tender, we hereby offer to supply and execute the works specified in the said memorandum, within the time specified in the time memorandum, at the rates mentioned in the attached schedule of quantities and in all respects with the specifications, designs, drawings and instructions in writing referred to in conditions of tender, the Articles of 'Agreement, Special Conditions, Schedule of Quantities and Conditions of Contract and with such materials as are provided for by, and in all other respects in accordance with such conditions so far as they may be applicable.

MEMORANDUM

(a)	Description of works	:	Supply, installation, testing and commissioning of 5000 LPD solar water system at Indrayani hostel CAB, Pune.
(b)	Estimated cost	:	Rs. 6,60,000/-
(c)	Earnest Money	:	Rs.13,200/-
(d)	Time allowed for completion of the work from 10 th day of the work order	:	8 weeks

2. Should this tender be accepted, we hereby agree to abide by and fulfill the terms and provisions of the said Condition of Contract annexed hereto so far as they may be applicable or in default thereof to forfeit and pay to the Reserve Bank of India the amount mentioned in the said conditions.
3. We also agree that our tender will remain valid for acceptance by the Bank for 90 days from the date of opening of Part-I of the tender and this period of validity can be extended for such period as may be mutually agreed between the Bank and us in writing. We have deposited a sum of **Rs.13,200/-** as earnest money with the Reserve Bank of India, which amount is not to bear any interest. **Should we fail to execute the Contract when called upon to do so, we do hereby agree that this sum shall be forfeited by us to the Reserve Bank of India.**

4. I/We understand that you reserve the right to accept or reject any or all the tender either in full or in part without assigning any reason thereof.
5. Part-I of tender contains all commercial terms and conditions and technical particulars, Un-priced bill of quantities. Part-II of tender contains only the price bid in the Bank's proforma.
6. The details of our bankers are

Sr. No.	Name of Bank	Branch and its complete address	Name of the contact person	Telephone and FAX number
1	2	3	4	5

We are enclosing herewith list of our clients with complete details as per the Bank's proforma.

Name of the partner of the firm authorised to sign (or)

Name of person having power of Attorney to sign the contract. (Certified true copy of the Power of Attorney should be attached.)

Yours faithfully

Signature of Contractor with Seal

(Witness)

1. Signature _____

Address _____

II. Signature _____

Address _____

List of clients

(For whom works of similar scope, each costing not less than Rs. 2.64 lakh have been completed in the last 5 years ending march 31, 2018)

Sr. No.	Details	Name of client (1)	Name of client (2)	Name of client (3)
1	Contact name, designation, Address, fax, mobile and telephone numbers			
2	Project name, location and address.			
3	Brief details of the work			
4	Value of work as completed			
5	Date of award of contract			
6	Date of completion of work			
7	Whether the work was carried out under Architect/ Consultant, if so, details.			

(Add more columns in case of more than 3 clients)

Service set up at Pune or Mumbai

Sn	Address of the Service Centre	Contact Person	Designation	Contact – e mail Mobile/Fax/Telephone numbers

Signature of Contractor with Seal

करार की शर्तों का प्रारूप

यह करार आज दिनांक - - - - - को एक ओर भारतीय रिज़र्व बैंक, , जिसका केंद्रीय कार्यालय मुम्बई में है (इसके बाद "नियोक्ता" कहा जायेगा) और दूसरी ओर - - - - - (इसके बाद "ठेकेदार" कहा जायेगा) के बीच किया गया ।

ARTICLES OF AGREEMENT made the _____ day of _____ between the Reserve Bank of India,having its Central Office at Mumbai (hereinafter called "the Employer") of the one part and _____ (hereinafter called "the Contractor") on the other part.

चूँकि नियोक्ता **इन्द्रायणी हॉस्टेल, कृषि बैंकिंग महाविद्यालय, पुणे-411016** में प्रति दिन **5000 लीटर (LPD) क्षमता वाला सोलर हॉट वाटर सिस्टम की डिजाइन, आपूर्ति, संस्थापन, परीक्षण और कमिशनिंग (DSITC)** किये जाने का इच्छुक है और उसने किये जाने वाले कार्य की ड्राइंग और विनिर्देशों को तैयार कराया है । और चूँकि सं.- - - -से - - - -तक उक्त ड्राइंग, विनिर्देशों और परिमाण अनुसूची पर उक्त पार्टियों द्वारा या उनकी ओर से हस्ताक्षर किये गये हैं ।

WHEREAS the Employer is desirous of **Design, Supply, installation, testing and commissioning of 5000 LPD solar hot water system at Indrayani hostel, CAB, Pune - 411016** and has caused drawings and specifications describing the work to be done. AND WHEREAS the said Drawings from Numbers _____ to _____, the specifications, and the schedule of quantities have been signed by or on behalf of the parties hereto.

और चूँकि ठेकेदार सहमत है कि वह इसमें बतायी गयी शर्तों और परिमाण अनुसूची एवं विशेष शर्तों के अधीन, उपर्युक्त कार्य को यथा संशोधित और दोनों पार्टियों द्वारा अंतिम रूप से स्वीकृत संविदा की शर्तों के अधीन (जिन सभी को इसके बाद "उक्त शर्तों " के रूप में निर्दिष्ट किया गया है) उक्त ड्राइंग में दर्शाये गये और/या उक्त विनिर्देशों में वर्णित कार्य को उसमें बतायी गयी अपनी-अपनी दरों पर, जिसकी राशि उसमें तय रकम के बराबर होगी या ऐसी अन्य रकम के लिए, जो उसके अंतर्गत देय हो (**इसके बाद "संविदा राशि " के रूप में निर्दिष्ट**), निष्पादित करेगा ।

AND WHEREAS the Contractor has agreed to execute upon the subject work to the conditions set forth herein and to the conditions set forth in the special conditions and in the schedule of quantities and conditions of Contract as modified and finally accepted by both the parties (all of which are collectively hereinafter referred to as "the said Conditions") the works shown upon the said drawings and/or described in the said Specifications and included in the Schedule of quantities at the respective rates therein set forth, amounting to the sum as therein arrived at or such other sum as shall become payable there under (**hereinafter referred to as "the said Contract Amount"**).

अतः अब इसके द्वारा निम्नलिखित रूप में करार किया जाता है –

उक्त शर्तों में बताये गये समय और ढंग से अदा की जाने वाली संविदा राशि के प्रतिफल में ठेकेदार उक्त ड्राइंग में दर्शाये गये और उक्त विनिर्देशों एवं परिमाण अनुसूची में वर्णित कार्य को निष्पादित करेगा और उसे पूरा करेगा ।

NOW IT IS HEREBY AGREED AS FOLLOWS -

In consideration of the said Contract amount to be paid at the times and in the manner set forth in the said conditions, the Contractor shall, upon and subject to the said conditions, execute and complete the work shown upon the said drawings and described in the said specifications and the schedule of quantities

2.1 नियोक्ता ठेकेदार को उक्त संविदा राशि का या ऐसी किसी राशि का, जो देय हो जायें, उक्त शर्तों में विनिर्दिष्ट समय पर और ढंग से, भुगतान करेगा।

The Employer shall pay the Contractor the said Contract amount or such other sum as shall become payable at the times and in the manner specified in the said conditions.

2.2 उक्त शर्तों में उल्लिखित "वास्तुविद (architect) "पद से अभिप्रेत होगा प्रधानाचार्य, कृषि बैंकिंग महाविद्यालय, पुणे और इस संविदा के प्रयोजनार्थ उनके किसी भी कारण से वास्तुविद नहीं रह जाने पर ऐसा अन्य व्यक्ति अभिप्रेत होगा, जिसे इस प्रयोजन के लिए बैंक द्वारा नामित किया जाये, जो ऐसा व्यक्ति नहीं होगा, जिस पर ठेकेदार को उन कारणों से आपत्ति हो, जिसे बैंक द्वारा पर्याप्त कारण माना जाये। परंतु यह सदैव कि किसी व्यक्ति या शायद अनेक व्यक्तियों को, जिन्हें बाद में इस संविदा के अंतर्गत वास्तुविद के रूप में नियुक्त किया जाये, यह अधिकार नहीं होगा कि वह/वे तत्समय वास्तुविद द्वारा लिखित रूप में अभिव्यक्त किसी पूर्व निर्णय या अनुमोदन या निदेश की अवहेलना करे या उन्हें उलट दे।

The term "Architect" in the said conditions shall mean Principal, College of Agricultural banking, Reserve Bank of India, Pune and on his ceasing to be the architect for the purpose of this Contract for whatever reason, such other person or persons as shall be nominated for that purposes by the Employer, not being a person to whom the Contractor shall object for reasons considered to be sufficient by the Employer PROVIDED ALWAYS that no person or perhaps persons subsequently appointed to be architect under this Contract shall be entitled to disregard or overrule any previous decisions or approval or direction given or expressed in writing by the architect for the time being.

2.3 अपनी ओर से इनका पालन करेगी, इन्हे मानेगी और अपनी-अपनी ओर से उक्त शर्तों में अंतर्विष्ट करार को पूरा करेगी।

The said Conditions shall be read and construed as forming part of this agreement and the parties hereto shall respectively abide by, submit themselves to the said conditions and perform the agreements on their part respectively in the said conditions contained.

2.4 ठेकेदार द्वारा विधिवत भरा गया निविदा भाग-I और भाग-II इस करार का भाग बनेंगे।

Tender Part-I and Part-II duly filled by the contractor shall form the part of this agreement

2.5 इसमें उल्लिखित ड्राइंग, करार और दस्तावेज इस संविदा का आधार बनेंगे।

The drawings, agreement and documents mentioned herein shall form the basis of this Contract.

2.6 यह संविदा उन सभी कार्य-मदों के लिए, जिसका ब्यौरा परिमाण अनुसूची और निविदा दस्तावेजों के भाग-I और भाग-II में उल्लिखित विनिर्देशों में दिया गया है, मद-दर संविदा के रूप में समझी जायेगी।

This Contract is deemed to be Item rate Contract for all items of work as described in detail in the bill of quantities and specifications in part I and Part II of the tender documents.

2.7 कार्यादेश सं... दिनांक इस करार का भाग बनेगा।

Work order No. _____ dated _____ shall form the part of this agreement

2.8 ठेकेदार अपने सिविल कार्य, विद्युत संस्थापन, फिटिंग्स तथा अन्य अनुषंगी कार्य के लिए सभी प्रकार की उचित सुविधा उस ढंग से प्रदान करेगा, जैसाकि उक्त शर्तों में अधिकथित है और वह दीवालों, फर्श, आदि को हुए किसी नुकसान को कार्य समाप्त हो जाने के बाद पूरा कर देगा।

The Contractor shall afford every reasonable facility for carrying out of all works relating to civil works, electrical installations, fittings and other ancillary works in the manner laid down in the said conditions, and shall make good any damages done to walls, floors, etc, after the completion of such works.

2.9 नियोक्ता को अधिकार होगा कि वह ड्राइंग या कार्य के स्वरूप में किसी मद को जोड़ कर या हटा कर परिवर्तन करे या उसके किसी हिस्से को इस संविदा पर कोई प्रतिकूल प्रभाव डाले बिना इस संविदा के वैध रहने की अवधि में किसी समय कार्यान्वित कराये।

The Employer reserves to itself the right of altering the drawings and nature of the work by adding to or omitting any items of work or having portions of the same carried out at any time during the currency of Contract, without prejudice to this Contract.

2.9.1 समय को इस संविदा का सार-तत्व समझा जायेगा और ठेकेदार इसके द्वारा करार करता है कि वह कार्यादेश/स्वीकृति-पत्र निर्गत होने के दिन से कार्य प्रारंभ कर देगा, जैसाकि उक्त शर्तों में प्रावधान किया गया है और समस्त कार्य **8 सप्ताह** के भीतर, जो समय-विस्तार के प्रावधानों के अधीन होगा, पूरा करेगा।

Time shall be considered as the essence of this Contract and the Contractor hereby agrees to commence the work from the day of issue of works order/letter of acceptance as provided for in the said conditions and to complete the entire work within **8 weeks** subject nevertheless to the provisions for the extension of time.

2.9.2 इस संविदा के अंतर्गत सभी भुगतान नियोक्ता द्वारा केवल कृषि बैंकिंग महाविद्यालय, युनिवर्सिटी रोड, पुणे-411016 में किये जायेंगे।

All payments by the Employer under this Contract will be made only at College of Agricultural Banking, Reserve Bank of India, University Road, Pune-411016

2.9.3 सभी प्रकार के विवाद, जो इस करार से उत्पन्न हों या किसी भी प्रकार से इससे संबंध रखते हों, पुणे में उत्पन्न हुए माने जायेंगे और केवल पुणे के न्यायालयों को उनका अवधारण करने की अधिकारिता होगी।

All disputes arising out of or in any way connected with this agreement shall be deemed to have arisen in Pune and only courts in Pune shall have jurisdiction to determine the same.

2.9.4 कि इस संविदा के अलग-अलग हिस्सों को ठेकेदार द्वारा पढ़ लिया गया है और ठेकेदार द्वारा पूरी तरह समझ लिया गया है।

That the several parts of this Contract have been read by the Contractor and fully understood by the Contractor.

2.9.5 **अप्रकटीकरण खंड** : ठेकेदार बैंक की आधारभूत संरचना/प्रणालियों/उपकरणों, आदि के बारे में कोई जानकारी, सामग्री और ब्यौरे, जो ठेकेदार के कब्जे या ज्ञान में इस करार से संबंधित संविदागत बाध्यताओं को पूरा करने के दौरान आयें, को प्रत्यक्ष या परोक्ष रूप से किसी अन्य पक्ष के सामने प्रकट नहीं करेगा और सब समय इन्हें एकदम गोपनीय रखेगा। ठेकेदार संविदा के ब्यौरे को निजी और गोपनीय मानेगा, सिवाय संविदा

के अंतर्गत बाध्यताओं को पूरा करने या प्रयोज्य विधियों का अनुपालन करने की आवश्यक सीमा तक । ठेकेदार कार्य के किसी विवरण को किसी व्यापार या तकनीकी पत्र में या अन्यत्र बिना नियोक्ता की लिखित पूर्व सहमति के प्रकाशित नहीं करेगा या प्रकाशित नहीं करायेगा या प्रकट नहीं करेगा । ठेकेदार किसी गोपनीय सूचना को प्रकट किये जाने के कारण नियोक्ता को हुई किसी हानि के लिए उसे क्षतिपूरित रखेगा । उपर्युक्त का अनुपालन करने में विफलता को ठेकेदार की ओर से संविदा का भंग माना जायेगा और नियोक्ता को अधिकार होगा कि वह हर्जाने का दावा करे और विधिक उपचार करे । ठेकेदार अपने कर्मचारियों के संबंध में वे सब उपयुक्त और विवेकसम्मत कार्रवाई करेगा, जिससे यह सुनिश्चित हो कि इस करार के अंतर्गत गोपनीय जानकारी को प्रकट नहीं किये जाने की बाध्यताएँ पूरी होती हैं । अप्रकटीकरण और गोपनीयता के संबंध में ठेकेदार की बाध्यताएँ इस करार की अवधि-समाप्ति या उसके खत्म होने तक, चाहे जिस कारण से हो, लागू रहेंगी ।

Non-disclosure clause: The contractor shall not disclose directly or indirectly any information, materials and of the Bank's infrastructure/ system/equipment's etc. which may come to the profession or knowledge of the contractor during the course of discharging its contractual obligations in connection with the agreement, to any third party and shall at all times hold the same in strictest confidence. The contractor shall treat the details of the contract as private and confidential, except to the extent necessary to carry out the obligations under it or to comply with applicable laws. The contractor shall not publish, permit to be publish, or disclose any particulars of the works in any trade or technical paper or elsewhere without the previous written consent of the Employer. The contractor shall indemnify the Employer for any loss suffered by the Employer as a result of disclosure of any confidential information. Failure to observe the above shall be treated as breach of contract on the part of the contractor and the Employer shall be entitled to claim damages and pursue legal remedies. The contractor shall take all appropriate actions with respect to its employees to ensure that the obligations of non-disclosure of confidential information under this agreement are fully satisfied. The contractor's obligations with respect to non-disclosure and confidentiality will survive the expiry or termination of this agreement for whatever reason.

2.9.6 **यौन उत्पीड़न खंड :** सेवाप्रदाता/एजेंसी "सेक्सुअल हारैसमेंट ऑफ वीमेन ऐट वर्कप्लेस (प्रिवेंशन, प्रॉहिबिशन एंड रिड्रेसल) ऐक्ट, 2013" के प्रावधानों का अनुपालन करेगी ।

क. सेवाप्रदाता/एजेंसी "सेक्सुअल हारैसमेंट ऑफ वीमेन ऐट वर्कप्लेस (प्रिवेंशन, प्रॉहिबिशन एंड रिड्रेसल) ऐक्ट, 2013" के प्रावधानों का अनुपालन करने के लिए अकेले जिम्मेवार होगी । ठेकेदार के किसी कर्मचारी के विरुद्ध बैंक परिसर के भीतर की गयी यौन उत्पीड़न की किसी शिकायत को सेवाप्रदाता/एजेंसी द्वारा गठित आंतरिक शिकायत समिति के पास फाइल किया जायेगा और सेवाप्रदाता/एजेंसी शिकायत के संबंध में उक्त अधिनियम के अंतर्गत युक्तियुक्त कार्रवाई सुनिश्चित करेगी ।

ख. सेवाप्रदाता के किसी व्यथित कर्मचारी द्वारा बैंक के किसी कर्मचारी के विरुद्ध की गयी यौन उत्पीड़न की किसी शिकायत को बैंक द्वारा गठित क्षेत्रीय शिकायत समिति द्वारा संज्ञान में लिया जायेगा ।

ग. सेवाप्रदाता किसी ऐसे आर्थिक मुआवजे के लिए जिम्मेवार होगा, जो किसी घटना में इसके कर्मचारी के गस्त होने के कारण अदा किया जाना आवश्यक हो, उदाहरण के लिए बैंक के कर्मचारी को आर्थिक राहत, यदि सेवाप्रदाता के कर्मचारी द्वारा यौन उत्पीड़न किया जाना सिद्ध हो जाये।

घ. सेवाप्रदाता अपने कर्मचारियों को कार्यस्थल पर यौन उत्पीड़न रोकने और संबंधित मुद्दों के बारे में शिक्षित करने के लिए जिम्मेवार होगा।

सेवाप्रदाता बैंक परिसर में तैनात किये गये अपने कर्मचारियों की पूरी और अद्यतन सूची देगा।

Sexual harassment Clause: The Service Provider / Agency shall comply with the provisions of “the Sexual Harassment of women at work place (Prevention, Prohibition and Redressal) Act, 2013”.

- a. The Service Provider agency shall be solely responsible for full compliance with the provisions of the “sexual harassment of women at workplace (prevention prohibition and Reprisal) Act 2013” in case of any complaint of sexual harassment against its employee within the premises of the Bank, the complaint will be filed before the internal complaints committee constituted by the Service Provider/ agency and the Service Provider/ agency shall ensure appropriate action under the said act in respect of the complaint.
- b. Any complaint of sexual harassment from any aggrieved employee of the Service Provider against any employee of the Bank shall be taken cognizance of by the Regional Complaints Committee constituted by the Bank.
- c. The Service Provider shall be responsible for any monetary compensation that may need to be paid in case the incident involves the employees of the Service Provider, for instance any monetary relief to Banks employee, if sexual violence by the employee of the Service Provide is proved.
- d. The Service Provider shall be responsible for educating its employee about prevention of sexual harassment at workplace and related issues.

The Service Provider shall provide a complete and updated list of its employees who are deployed within the Banks premises

2.9.7 अपरिहार्य घटना (Force Majeure) : यदि दोनों पार्टियों में के कोई भी पार्टी इस करार के अंतर्गत अपनी बाध्यताओं को पूरा करने में किसी ऐसी घटना के कारण, जो उनके नियंत्रण से बाहर हो, असमर्थ हो जाती हैं (यथा दैवी कार्य, युद्ध जैसी स्थिति, दंगे, श्रमिकों की हड़ताल, सरकारी कार्रवाई, भूकंप, चक्रवात, टाइफून, और अन्य प्राकृतिक विपदा, आदि), तो उस पार्टी को इस करार के अंतर्गत चूक करने वाला नहीं माना जायेगा। प्रत्येक पार्टी इससे सहमत है कि वह इस करार के अंतर्गत कार्य को जारी रखने के लिए सभी प्रकार से यथेष्ट प्रयास करेगी। यदि अपरिहार्य घटना के चलते कार्य नहीं किये जा सकने की अवधि 30 दिनों से अधिक हो जाती है, तो जिस पार्टी के कार्य करने की सामर्थ्य इस प्रकार प्रभावित नहीं हुई हो, वह लिखित नोटिस दे कर इस करार को समाप्त कर सकती है।

Force Majeure: If either party is unable to perform its obligations under this Agreement due to the occurrence of an event beyond its control (such as acts of God, war like situations, riots, labor strike, government actions, earthquakes, cyclones, typhoons, and other natural calamities, etc.), that party will not be deemed to have defaulted under this Agreement. Each party agrees to use all reasonable efforts to enable performance under this Agreement to continue. If the period of non-performance due to a force majeure event exceeds 30 days,

the party whose ability to perform has not been so affected may, by giving written notice, terminate this Agreement.

यदि ठेकेदार कोई भागीदारी फर्म हो या व्यक्ति हो	जिसके साक्षीस्वरूप नियोक्ता और ठेकेदार ने इन विलेखों पर और इनकी दो अनुलिपियों पर इसके ऊपर लिखित तिथि और वर्ष में हस्ताक्षर किये हैं
यदि ठेकेदार कोई कंपनी हो	जिसके साक्षीस्वरूप नियोक्ता ने इन विलेखों पर अपने विधिवत प्राधिकृत अधिकारी के माध्यम से अपने हस्ताक्षर किये हैं और ठेकेदार ने इन विलेखों और इनकी दो अनुलिपियों पर इसके ऊपर उल्लिखित तिथि और वर्ष में अपनी सामान्य मुहर लगवाई है, जिसे उसकी ओर से निष्पादित किया जाना है।
If the Contractor is a partnership or an individual	IN WITNESS WHEREOF the Employer and the Contractor have set their respective hands to these presents and two duplicates hereof the day and year first herein above written.
If the Contractor is a company	IN WITNESS WHEREOF the Employer has set its hands to these presents through its duly authorized official and the Contractor has caused its common seal to be affixed hereunto and the said two duplicates hereof to be executed on its behalf, the day and year first hereinabove written.

असंगति : यह करार अंग्रेजी और हिन्दी, दोनों भाषाओं में तैयार किया गया है। किसी प्रकार की असंगति होने पर अंग्रेजी पाठ लागू होगा और पार्टियों पर बंधनकारी होगा।

Inconsistency – This agreement has been prepared in both English & Hindi. In the event of any inconsistency, the English version shall apply and be binding upon the parties

भारतीय रिज़र्व बैंक द्वारा हस्ताक्षर करके प्रदान किया गया

श्री-

(नाम और पदनाम)

की उपस्थिति में

साक्षी -

1)

पता

2)

पता

.....

यदि पार्टी भागीदारी फर्म हो या व्यक्ति हो

द्वारा हस्ताक्षर करके प्रदान किया गया

.....

की उपस्थिति में :

साक्षी -

1) -----

पता -----

2. -----

पता -----

----- की सामान्य मुहर दिनांक - - - -को निदेशक मंडल की बैठक में पारित संकल्प के अनुसरण में इस पर लगायी गयी

की उपस्थिति में -

साक्षी -

1. -----

2. -----

यदि ठेकेदार सामान्य मुहर के अंतर्गत हस्ताक्षर करता है, तो हस्ताक्षर खंड को संस्था के अंतर्नियम के मुहर वाले खंड से मेल खाना

यदि संविदा पर अटर्नी अधिकार रखने वाले व्यक्ति द्वारा हस्ताक्षर किया जाये, चाहे वह कोई कंपनी या व्यक्ति हो

निदेशक, जिन्होंने इन विलेखों पर उसके प्रमाणस्वरूप निम्नलिखित की उपस्थिति में हस्ताक्षर किये हैं

1. -----

2. -----

ठेकेदार द्वारा श्री -- - - - - के हस्ताक्षर से, जो विधिवत गठित अटर्नी हैं, प्रदान किया गया

टिप्पणी : बैंक को अधिकार होगा कि ठेकेदार के साथ करार किये जाने के पूर्व वह करार की शर्तों की विषय-वस्तु में संशोधन करे ।

Conditions of Contract – General instruction to the contractor

Sealed tenders are invited in two parts for above work. Part I and Part II, should be submitted at the office of Principal, College of Agricultural Banking, Reserve Bank of India, University Road, Pune - 411016 till 2:00 PM on 11.03.2019

2. The bidder should be either **manufacturers or authorized distributors/dealers** (In case of distributor/dealer, valid Authorization letter from the manufacturer shall be produced)

3. Part –I of the tenders shall be opened at 3.00 P.M. on 11.03.2019 in the presence of Contractors or their appointed representatives who choose to be present. Part – II of the tender will be opened on subsequent date which will be intimated to all the eligible contractors in writing or through emails.

4. The Bank reserves the right to accept or reject any or all the tenders, in full or in part, without assigning any reason therefore. The Bank also reserves the right to accept the tender of any firm. Bidders are requested to quote unit rates and amounts separately. They are also requested to use the enclosed proforma only (and not to use their own format).

5. The each tenderer shall pay as EMD of Rs.13,200/- The EMD such deposited will not carry any interest. Earnest Money Deposit of the successful tenderer shall be released on issue of virtual completion certificate and after submission of performance Bank Guarantee of 10% amount of total contract value valid up to 5 year.

6. The tender along with the prices shall remain valid for a period of **90 days from the date of opening of tender Part - I**, which period may be further extended by mutual agreement in writing by the tenderer and the tenderer shall not cancel or withdraw the tender during the period or change the quoted rates.

7. The rates quoted shall be inclusive of all taxes, duties, transport, packing, forwarding, insurance etc. and shall be for the complete work duly installed and commissioned at site. The prices quoted shall remain firm for the entire period of contract and shall not be subjected to any variations in the foreign exchange or variations of any other taxes, levies, duties etc. No import license will be furnished by the Bank. The bidders shall make their own arrangement for import of any part or components if any required for completion of the work.

8. The entire work of Design, supply, installation, testing and commissioning of solar hot water system shall be completed within a period of **8 weeks** from the 10th day of the work order.

9. Warranty/ Defects Liability Period.

(a) The entire system shall be warranted against any manufacturing/design/ installation defects etc for a minimum period of **one year from the date of virtual completion**. During this period any defect observed in the system shall be rectified within 24 hrs. from the observation and intimation without any additional cost to the Bank.

(b) Supply and replacement of all spares, consumables and parts required for smooth operation and serviceability of the system shall be the responsibility of the contractor during this period. In this respect the contractor shall maintain sufficient spares/consumables for

immediate replacement of defective / damaged part during day-to-day routine maintenance / breakdown maintenance. Cost of these spares and any other spares which may be required during maintenance is deemed to be included in the rates quoted by the contractor. The periodicity of service shall be bi-monthly or more depending upon the weather conditions.

(c) Penalty for delay in rectification of fault during DLP:

There will be a penalty of Rs.500/- per day subject to maximum of 50% of the annual maintenance charges, if the defect in the system is not rectified within the period of 24 hrs. during the DLP period. Any penalty during the DLP shall be recovered from any dues payable to the contractor or invoke from the bank guarantee.

10. Comprehensive Annual Maintenance Contract (CAMC) after DLP period

(a) The tenderers shall quote their charges separately for comprehensive annual maintenance service of complete system as per schedule of quantities which will be applicable after one year of defect liability period (DLP). The rates quoted shall also include GST for maintenance shall be quoted in respective column in the BOQ.

(b) The system shall be inspected, upkeep/serviced/ panels shall be cleaned periodically. The periodicity for cleaning of panels shall be **bi-monthly or earlier** depending upon the weather conditions.

(c) The panels de-scaling with required de-scaling agent shall be done once in a year.

(d) The charges for comprehensive annual maintenance service shall include replacement of any part of the system, including all required spares, consumables like existing heater coils and its control panel, water circulation pump and its control panel, electric/electronic parts of control panels etc during service contract period. Any defects in the system/sub-assemblies, found within the AMC period, shall be rectified/ replaced by the tenderer without any additional cost to the Bank

(e) Penalty for delay in rectification during CAMC:

During the comprehensive annual maintenance service period (after DLP period), any fault in the system shall be rectified within 24 hrs. from receipt of intimation of the defect in the system. The quoted rates shall, therefore, take into account all the cost, including travel cost from the nearest service station. There will be a penalty of Rs.500/- per day subject to maximum of 50% of the annual maintenance charges, if the defect in the system is not rectified within the period of 24 hrs. during the AMC period as stated above. Any penalty during the DLP shall be recovered from any dues payable to the contractor or invoke from the bank guarantee.

(f) Payment of service charges during comprehensive annual maintenance service (CAMC):

The payment during the CAMC period shall be **made on half yearly basis** on rendering satisfactory service.

(g) The service contract shall be renewed for a further additional period of at least 8 years after the initial annual service contact period of one year after one year warranty. While renewing the contract the new contract amount will be arrived at based on following formula:

$A_C = A_P [(15+60x(EPI_C/EPI_P)+25x(CPI_C/CPI_P))] \times 100$	
A_C	The contract amount for the current year.
A_P	The contract amount for the previous year.
EPI_C	Wholesale Price Index for Electrical Products 6 months prior to the commencement date of contract for the current year.
EPI_P	Wholesale Price Index for Electrical Products 6 months prior to the commencement date of contract for the previous year.
CPI_C	Consumer Price Index for Industrial Workers (All India Average) 6 months prior to the commencement date of contract for the current year.
CPI_P	Consumer Price Index for Industrial Workers (All India Average) 6 months prior to the commencement date of contract for the previous year.

The successful tenderer shall enter into an agreement for comprehensive annual maintenance contract of the system with the Bank.

11. Evaluation of Tender

Tenders will be evaluated on the basis of capital cost of the system and taking into account the effect of comprehensive annual maintenance service charges (CAMC) for 9 years. Tenders will, therefore, be evaluated based on the total owning cost for 10 years which will be arrived at as under:

Total owing cost = Quoted capital cost – buyback amount + NPV of service contract charges for 9 years = Quoted capital cost – buyback amount + Quoted charges for Comprehensive maintenance service contract per annum x Multiplying Factor (MF)
(MF = 7.0476)

For calculating the NPV of service contract charges, the following factors have been applied:

(a)	Increase (Escalation)	5% per annum
(b)	Discount factor	8% per annum
(c)	Period of contract	10 years from the date of handing over of

		the system (warranty-1 year + CAMC 9 years)
(d)	Payment terms for annual maintenance contract.	Half yearly payment after satisfactory completion of service

12. Minimum Base Rate for Comprehensive AMC

Minimum Base Rate for Comprehensive AMC is 2% (Two) of total capital cost. In case, the tenderer quotes the rates for comprehensive AMC lower than 2% (Two) of the quoted capital cost, then the 2% (Two) of the quoted capital cost will be considered as AMC for calculation of Total Cost of Ownership.

Note: Notwithstanding the above, the Bank shall pay only the quoted rate of the AMC during the currency of the committed contract period subject to renewal formulae indicated in the tender.

13. Pre-dispatch Inspection

Before dispatching the solar panels to site, will be inspected at the discretion of the Bank at the manufacturer's works and then cleared for shipment. This will however, not in any way absolve the contractor of his responsibility for the continued performance of the system/components after erection & commissioning at the designated site during the period of defects liability.

14. Drawings

All required drawings for equipment lay out viz: layout of solar heater panels, interconnection pipes from panels to tanks etc., should be prepared by the tenderer and submitted to the Bank's engineer for approval before commencement of the work.

15. The tenderer shall furnish a separate **Bank guarantee of 10% of the contract** value as performance security for due fulfilment of terms and **obligation of defects liability period and Comprehensive AMC** from the date of commissioning and handing over of the works as specified in the tender to the Bank at the time of submission of final bill. The Bank Guarantee must be valid for five years from the date of virtual completion of the project. After five years, the amount of Bank guarantee will be reduced by fifty percent (50%) of initial value and shall remain valid for next five years.

16. Terms of Payment

The payment for the works to be executed under this contract shall be made as follows subject to statutory deductions. No variation in the mode of payment will be acceptable.

- 1) 60% of the quoted rates after receipt of the material at site and checking by the Banks engineer and on submission of the following documents:
 - a) Manufacturer's Test Certificates for panels
 - b) Contractor's Certificate that all components, parts, sub systems, consumables etc. for successful installation, commissioning and testing of the systems including maintenance have been received at site in good condition and if any shortfall is noticed during installation, commissioning and testing they will be supplied free to the Bank.
 - c) Policies of insurance as per tender
- 2) Balance 40% of the quoted rates shall be paid after erection, testing, commissioning and handing over of the entire system and submission of BG as per clause 15 above

17. ACTIONS TO BE TAKEN BY THE SUCCESSFUL BIDDER AFTER AWARD OF WORK

Considering that time is the essence of the contract, the successful tenderer shall take the following actions immediately –

- a) They shall contact the Bank's Engineer in charge of the work, immediately after award of work and submit the agreement on non-judicial stamp paper of adequate value as per the relevant stamp act and the cost of the same shall be completely borne by the tenderer.
- b) All the required submittals must be completed within 15 days from the date of issue of work order.
- c) A programme chart shall be prepared for execution of the work within specified time and submitted to the Bank. The work-schedule chart/ bar-chart shall also include the time schedule for commencement of various activities of work like inspection & delivery of materials, commencement of work, completion of work etc. required for the execution & timely completion of work.

18. The contractors shall submit all technical details of the system

19. The bidders shall give the names and postal addresses of their bankers, the full name and postal addresses of clients to whom similar equipment has been supplied by them.

20. The successful tenderer shall, if so desired by the Bank, train the Bank's personnel, free of cost at their factory/ works in proper upkeep, repairs and troubleshooting of the system.

21. The bidders are requested to fill in the check list enclosed on terms and conditions of the contract. They are advised to confirm whether they agree to the Bank's terms and conditions

by indicating "YES" or "NO" only. If the reply to any of the Bank's terms and conditions is "NO" then they shall list out the deviations proposed by them in the appropriate column.

22. All disputes and differences of any kind whatever arising out of or in connection with the contract or the carrying out of the works (whether during the progress of the works or after their completion and whether before or after the determination abandonment or breach of the contract) shall be referred to and settled by the Bank who shall state its decision in writing. Such decision may be in the form of a final certificate or otherwise. The decision of the Bank with respect to any of the excepted matters shall be final and without appeal as stated in Clause 34 hereof. But if either the Contractor be dissatisfied on any matter on which a decision is taken by the Bank as above, except any of the expected matter the Contractor may within 28 days after receiving notice of such decision give a written notice to the other party requiring that the matters in dispute be arbitrated upon. Such written notice shall specify the matters, which are in dispute or difference of which such written notice has been given. If both the parties agree, a single arbitrator would be appointed for the purpose. In case no agreement could be reached on the appointment of single arbitrator, both the parties will nominate one person each as an arbitrator on their behalf. The two arbitrators nominated by the parties shall nominate one more person to act as third arbitrator.

23. The arbitrator or Arbitrators, as the case may be, shall have power to open up, review and revise any certificate, opinion, decision, requisition or notice, save in regard to the excepted matters, referred to in the preceding clause, and to determine all matters to dispute which shall be submitted to arbitration and of which notice shall have been given as aforesaid.

The arbitrator or Arbitrators, as the case may be, shall make his or their award within one year (or such further extended time as may be decided by him or them as the case may be with the consent of the parties) from the date of entering on the reference. In case during the arbitration proceedings the parties mutually settle or compromise their dispute or difference, on the parties filing their joint memorandum of the settlement or compromise, the Arbitrator or the Arbitrators as the case may be, shall make an award in terms of such settlement or compromise.

Upon any such reference, the decision on the cost incidental to the reference and Award respectively shall be in the discretion of the arbitrator or Arbitrators as the case may be, who may determine the amount thereof or direct the same to be taxed as between the party and party, and shall direct by whom and to whom and in what manner the same shall be borne and paid.

This submission shall be deemed to be a submission to arbitration within the meaning of the Indian Arbitration and Conciliation Act, 1996 or any statutory modification thereof.

24. The award of the arbitrator or Arbitrators, as the case may be, shall be final and binding on the parties. It is agreed that the Contractor shall not delay the carrying out of the works by reason of any such matter, question or dispute being referred to arbitration, but shall proceed with the works with all due diligence and shall until the decision of the Arbitrator or Arbitrators, as the case may be, is given, abide by the decision of the Bank. No award of the Arbitrator or Arbitrators, as the case may be, shall relieve the Contractor of his obligations to adhere strictly to the Bank's instructions with regard to the actual carrying out of the works. The Employer and the Contractor hereby also agree that arbitration under this Clause shall be a condition precedent to any right of action under the Contract.

20. During guarantee period as well as Service Contract period Contractors authorized skilled person has to visit at site for checking of the system without any charges on bi-monthly basis and submit a report for its performance and functionality.

21. Contractors are requested to kindly visit the site to understand the scope of work before submission of their Tenders.

I/we have understood all the above mentioned conditions and they are acceptable to me/us.

Place:

Signature, Name & Seal of Tenderer

Date:

Safety Code

1. First aid appliances including adequate supply of sterilised dressings and cotton wool shall be provided in a readily accessible place.
2. An injured person shall be taken to a public hospital without loss of time, in cases where the injury necessitates hospitalisation.
3. Suitable and strong scaffolds should be provided for workmen for all work that cannot safely be done from ground.
4. No portable single ladder shall be over 8 meters in length. The width between the side rails shall not be less than 30 cm (clear) and the distance between two adjacent rungs shall not be more than 30 cm. When a ladder is used an extra mazdoor shall be engaged for holding the ladder.
5. The excavated material shall not be placed within 1.5 meters of the edge of the trench or half of the depth of trench, whichever is more. All trenches and excavations shall be provided with necessary fencing and lighting.
6. Every opening in the floor of a building or in a working platform shall be provided with suitable means to prevent the fall of persons or materials by providing suitable fencing or railing; minimum height shall be one meter.
7. No floor, roof or other part of the structure shall be so overloaded with debris of materials as to render it unsafe.
8. Workers employed on mixing and handling material such as asphalt, cement mortar or concrete and lime mortar shall be provided with protective footwear and rubber hand-gloves.
9. Those engaged in welding works shall be provided with welder's protective eye-shields and gloves.
10. i) No paint containing lead or lead products shall be used except in the forms of paste or readymade paint.
ii) Suitable face masks shall be supplied for use by the workers when the paint is applied in the form of spray or surface having lead paint dry rubbed and scrapped.
11. Overalls shall be supplied by the Contractor to the painters and adequate facilities shall be provided to enable the working painters to wash during the period of cessation of work.
12. Hoisting machines and tackle used in the works, including their attachments, anchorage and support shall be in perfect condition.
13. The ropes sued in hoisting or lowering material or a means of suspension shall be of durable quality and adequate strength and free from defects.

Signature of the Contractor with Seal

Date :

Place :

The Conditions Hereinbefore Referred To:

1. In constructing these conditions, the specification, schedule of quantities and Contract Agreement, the following words shall have the meaning herein assigned to them except where subject or context otherwise requires.

- a) "Employer" Shall mean the Reserve Bank of India and shall include its assignees and successors.
- b) In the case of company "Contractor shall mean _____ a company incorporated under _____ and having its registered office at _____ and shall include its successors and assigns.
- c) "Site" Shall mean the site of the contract works including any building and erection thereon and any other land (inclusively) as aforesaid allotted by the Employer for the Contractor's use.
- d) "This Contract" Shall mean the Article of Agreement, the special conditions, the conditions, the Appendix, the schedule of quantities and specifications attached hereto and duly signed.
- e) "Notice in writing" Shall mean a notice in written, typed or printed or written notice" characters sent (unless delivered personally otherwise proved to have been received) by registered post to the last known private or business address or registered office of the addressee and shall be deemed to have been received when in the ordinary course of post it would have been delivered.
- f) "Act of Insolvency" Shall mean any Act of insolvency as defined by the Presidency Town Insolvency Act, or the provincial insolvency Act or any Act amending such original Act.
- g) "Net Prices" If in arriving at the contract amount the Contractor shall have added to or deducted from the total of items in the Tender any sum, either as a percentage or otherwise, then net price of any item in their tender shall be the sum arrived at by adding to or deducting from the actual figures appearing in the Tender as the price of that the item a similar percentage or proportionate sum provided always that in determining the percentage or proportion of the sum so added or deducted by the Contractor the total amount of the any Prime Cost items and provisional sums of money shall be deducted from the total amount of the tender. The expression "net rates" or "net prices" when used with reference to the contract or account shall be held to mean rates or prices so

arrived at.

- h) "The works" "Supply, installation, testing and commissioning of 5000 LPD solar hot water system at Indrayani hostel, CAB, Pune".

2. **Scope of Contract:** The contractor shall carry out and complete the above work in all respect in accordance with this contract as per the specifications given in tender and with the directions of the Bank's Engineer. The Bank's Engineer may in his absolute discretion and from time to time issue further drawings and/or written instructions, details, direction and explanations which are hereafter collectively referred to as "Bank's Engineer's instruction in regard to":
- a) The variations or modifications of the design, quality of works or the addition or omission or substitutions of any work.
 - b) Any discrepancy in the Drawing or between the Schedule of Quantities and/or Drawing and/or specifications.
 - c) The removal from the site of any materials brought thereon by the contractor and the substitution of any other material therefor.
 - d) The removal and/or re-execution of any works executed by the contractor.
 - e) The dismissal from the works of any persons employed thereupon.
 - f) The opening up for inspections of any work covered up.
 - g) The amending and making good of any defects under clause 20 hereof.

The contractor shall herewith comply with and duly execute any work comprised in such Bank's Engineer's instructions provided always that verbal instructions, directions and explanations given to the Contractor or his representative upon the works by the Bank's Engineer shall, if involving a variation, be confirmed in writing by the Contractor within seven days, such shall be deemed to be Employer's instructions within the scope of the Contract.

The contractor shall submit a statement of variations giving quantity and rates duly supported by analysis of rates, vouchers etc. The rates on scrutiny and final acceptance by the Employer shall form a supplementary tender. The Employer shall not be liable for payment of such variations until these statements are sanctioned by him.

3. The Contract shall be executed in duplicate and the Employer and the Contractor shall be entitled to one executed copy each for his use. The contractor on the signing hereof shall be furnished free of cost one copy of each of the said Drawings and of specifications and one copy of all further Drawings issued during the progress of the works. Any further copies of such Drawings required by the Contractor shall be paid for by him. The contractor shall keep one copy of all Drawings on the works and Bank's Engineer or his representative shall at all reasonable times have access to the same. Before the issue of the final certificate to the Contractor he shall herewith return to the Bank's Engineer all Drawings and Specifications.
4. The Contractor shall provide at his cost everything necessary for the proper execution of the works according to the intent and meaning of the Drawings, Schedule of Quantities and specifications taken together, whether the same may or may not be particularly shown or described therein provided that the same can reasonably be inferred therefrom, and if the Contractor finds any discrepancy in the Drawings or between the Drawings,

Schedule of quantities and Specifications, he shall immediately and in writing refer the same to the Bank's Engineer, who shall decide which is to be followed.

5. **Authorities, notices and patents:** The Contractor shall conform to the provisions of any Act of the Legislature relating to the works, and to the regulations and bye-laws of any authority, and of any water, electricity supply and other companies and/or authorities with whose system the structure is proposed to be connected, and shall, before making any variations from the Drawings or Specifications that may be necessitated by so conforming, give to the architect written notice, specifying the variation proposed to be made and the reason for making it and apply for instructions thereon. In case the Contractor shall not within ten days receive such instructions he shall proceed with the work conforming to the provisions, regulations, or bye-laws in question, and any variation so necessitated shall be dealt with under clause 17 hereof.

The contractor shall bring to the attention of the Employer all notices required by the said Acts, regulations or bye-laws to be given to any authority and pay to such authority or to any public office all fees that may be properly chargeable in respect of the works and lodge the receipts with the Employer.

The Contractor shall indemnify the Employer against all claims in respect of patent rights, and shall defend all actions arising from such claims and shall himself pay all royalties, license fees, damages cost and charges of all and every sort that may be legally incurred in respect thereof.

6. **Setting out of work:** The contractor shall set out the works and shall be responsible for the true and perfect setting out of the same and for the correctness of the positions levels, dimensions and alignment of all parts thereof. If at any time any error in this respect shall appear during the progress of the works or within a period of one year from the completion of the works, the Contractor shall, if so required, at his own expense rectify such error to the satisfaction of the Bank's Engineer.
7. **Materials and Workmanship to conform to description:** All materials and workmanship shall so far as procurable be of the respective kinds described in the Schedule of Quantities and/or specifications and in accordance with the contract and the Contractor shall furnish to the Employer with all invoices, accounts, receipts and other vouchers to prove that the materials comply therewith. The Contractor shall at his own cost arrange for and/or carry out any test of any materials.
8. **Contractor's superintendence and representative on the works:** The Contractor shall give all necessary personal superintendence during the execution of the works and so long thereafter as the Employer may consider necessary until the expiration of the "Defects Liability Period" stated in the Appendix hereto. The contractor shall, also during the whole time the works are in progress employ a competent representative who shall be constantly in attendance at the works while the men are to work. Any directions, explanations, instructions or notice given by the Bank's Engineer to such representative shall be held to be given to the Contractor.
9. **Dismissal of workmen:** The Contractor shall on the request of the Bank's Engineer immediately dismiss from the works any person employed thereon by him who may, in the opinion of the Bank's Engineer, be incompetent or misconduct himself and such persons shall not be again employed on the works without the permission of the Bank's Engineer.

10. **Access to works**: The Employer, shall at all reasonable times, have free access to the works and/or to the workshops, factories or other places where materials are lying or from which they are being obtained and the Contractor shall give every facility to the Employer necessary for Inspections and examination and test of the materials and workmanship. No person not authorised by the Employer except the representatives of public authorities shall be allowed on the works at any time.
11. **Bank's Engineer**: The term Bank's Engineer shall mean the person appointed and paid by the Employer to inspect the works. The Contractor shall afford the Bank's Engineer every facility and assistance for inspecting the works and materials and for checking and measuring time and materials.

The Bank's Engineer, or the Employer shall have power to give notice to the Contractor or to his representative of non-approval or any work or materials and such work shall be suspended or the use of such materials shall be discontinued. The work will from time to time be examined by the Asst. Manager (Tech.) but such examination shall not in any way exonerate the Contractor from the obligation to remedy any defects which may be found to exist at a stage of the works or after the same is completed. Subject to the limitations of this clause the Contractor shall take instructions only from the Bank's Engineer.

12. **Assignment and Subletting**: The whole of the works included in the Contract shall be executed by the Contractor and the contractor shall not directly or indirectly transfer, assign or under-let the Contract or any part share thereof or any interest therein without the prior written consent of the Employer and not undertaking shall relieve the Contractor from the full and entire responsibility of the Contract or from active superintendence of the works during their progress.
13. No alteration, omission or variation shall vitiate this contract but in case the Bank's Engineer thinks proper at any time during the progress of the works to make any alterations in, or addition to, or omissions from the works or any alteration in the kind of quality of the materials to be used therein and shall give notice thereof in writing under his hand to the Contractor, the Contractor shall alter, add to, or omit from, as the case may be, in accordance with such notice, but the contractor shall not do any work extra to or make any alterations or additions to or omissions from the works or any deviation from any of the provisions of the Contract. Stipulations, specifications or Contract Drawings without the previous consent in writing of the Employer and the value of such extras alterations, additions or omission shall, in all cases, be determined by the Employer in accordance with the provisions of Clause 17 hereof, and the same shall be added to, or deducted from the Contract Amount, as the case may be accordingly.
14. **Schedule of Quantities**: The Schedule of quantities, unless otherwise stated shall be deemed to have been prepared in accordance with the Standard Method of Measurement.

Any error in description or in quantity or in omission of items from the schedule of quantities shall not vitiate this contract but shall be rectified and the value thereof, as ascertained under Clause 17 hereof, shall be added to, or deducted from the Contract Amount (as the case may be) provided that no rectification of errors, if any, shall be allowed in the Contractor's schedule of rates.

15. **Sufficiency of Schedule of Quantities:** The Contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the prices stated in the Schedule of Quantities and/or the schedule of rates and prices which rates and prices shall cover all his obligations under the contract, and all matters and things necessary for the proper completion of the works.

16. **Measurement of works:** The Bank's Engineer may, from time to time, intimate to the contractor that he requires the works to be measured, and the Contractor shall herewith attend or send a qualified agent to assist Assistant Engineer in taking such measurements and calculations and to furnish all particulars or to give all assistance required by any of them.

Should the Contractor not attend or neglect or omit to send such agent then the measurement taken by the Bank's Engineer or a person approved by him shall be taken to be correct measurement of the works. Such measurements shall be taken in accordance with the Mode of Measurements detailed in the Specifications.

The Contractor or his Agent may at the time of measurement take such notes and measurement as he may requires.

All authorized extra works, omissions and all variations made with the prior approval in writing of Employer shall be included in such measurements.

17. **Prices for extra:** The Contractor may, when authorized and shall, when directed, in writing by the Employer, add to, omit from or vary the works shown upon the drawings, or described in the specification, or included in the schedule of Quantities, but the contractor shall make no addition, omission or variation without such authorization or direction. A verbal authority or direction by the Bank's Engineer shall, if confirmed by them in writing within seven days, be deemed to have been given in writing.

No claim for an extra shall be allowed unless it shall have been executed under provisions of clause above hereof with the concurrence of the Employer herein mentioned. Any such extra in herein referred to as authorized and shall be made in accordance with the following provisions.

- (a) (i) The net rates or prices in the original tender shall determine the valuation of the extra work where such extra work in similar character and executed under conditions as the work priced therein.
- (ii) Rates for all items, wherever possible should be derived out of the rates given in the priced Schedule of Quantities.
- (b) The net prices of the original tender shall determine the value of items omitted provided if omissions vary the conditions under which any remaining items of works are carried out, the prices for the same shall be valued under sub-clause(c) hereof.
- (c) Where the extra works are not of similar character and/or quoted under similar conditions as aforesaid or where the omissions vary the conditions under which any remaining items of works are carried out or if the amount of any omissions or additions relative the amount of the whole of the Contract works or to any part thereof shall be such that in the opinion of the Bank's engineer, the net rate or price contained in the priced Schedule of Quantities or tender or for any item of the works involves loss or expenses beyond that reasonably contemplated by the contractor or is by reason of such omission or addition rendered unreasonable or inapplicable, the Bank's Engineer shall fix such other rate or price as in the

circumstances he shall think reasonable and proper, with the prior approval in writing of the Employer.

- (d) Where extra work cannot be properly measured or valued, the Contractor shall be allowed day work prices as the net rates stated in the tender or the Priced Schedule or Quantities or, if not so stated, then in accordance with the local day work rates and wages for the district provided that in either case vouchers specifying the daily time (the workmen's names) and materials employed be delivered for verification to the Bank's Engineer at or before the end of the week following that in which the work has been executed.

The measurement and valuation in respect of the Contract shall be completed within the "period of final measurements" stated in the Appendix or if not stated then within six months of the completion of the Contract works as defined in Clause 21 hereof.

18. Unfixed materials when taken into account to be the property of the Employer

Where in any certificates (of which the Contractor has received payment) the Bank's Engineer has included the value of any unfixed materials included for and/or placed on or adjacent to the works such materials shall become the property of the Employer and they shall not be removed except for use upon the works, without the written authority of the Employer. The Contractor shall be liable for any loss of, or damage to, such materials.

19. **Removal of improper work** : The Employer shall, during the progress of the works, have power to order in writing from time to time the removal from the works within such reasonable time or times as may be specified in the order of any materials which in the opinion of the Bank's Engineer are not in accordance with the Specifications, the substitutions of proper materials, and the removal and proper re-execution of any work executed with materials or workmanship not in accordance with the drawings & specifications or instructions and the contractor shall hwith carry out such order at his own cost. In case of default on the part of Contractor to carry out such order, the Employer shall have the power to employ any pay other persons to carry out the same; and all expenses consequent thereon, or incidental thereto, shall be borne by the Contractor, or may be deducted by the Employer from any moneys due, or that may become due, to the Contractor.

20. **Defects after virtual completion** : Any defect, shrinkage, settlement or other fault which may appear within the "Defects Liability Period" stated in the Appendix hereto, or, if none stated them within twelve months after the virtual completion of the works, arising in the opinion of the Employer from materials of workmanship not in accordance with the contract, shall upon the direction in writing of the Employer, and within such reasonable time as shall be specified therein, be amended and made good by the Contractor, at his own cost and in case of default the Employer may employ and pay other persons to amend and make good such defects, shrinkage settlements or other faults, and all damages loss and expenses consequent thereon are incidental thereto shall be made good and borne by the Employer or may be deducted by the Employer, upon the Bank's Engineer's Certificate in writing, from any money due or that may become due to the Contractor, or the Employer may in lieu of such amending and making good by the Contractor deduct from any money due to the Contractor a sum, to be determined by the Employer equivalent to the cost of amending such work and in the event of the amount retained under clause 32 hereof being insufficient, recover the balance from the Contractor, together with any expenses the Employer may have incurred in connection therewith. Should any defective work have been done or materials supplied by any sub-

contractor employed on the works who has been nominated as provided under clause 12 and 22 hereof, the contractor shall be liable to make good in the same manner as if such work or material had been done or supplied by the Contractor and been subject to the provision of this clause 2 hereof. The contractor shall remain liable under the provisions of this clause the signing of any certificate or the passing of any accounts by the Employer.

21. **Certificate of virtual completion and defects liability period:** The works shall not be considered as completed until the Bank's Engineer has certified in writing that they have been virtually completed. The defects liability period shall commence from the date of such certificates.
22. **Nominated Sub-Contractor:** All Specialists, Merchants, Tradesmen and others executing any work of supplying and fixing any goods for which the prime cost prices or provisional sums are included in the Schedule of Quantities and/or Specifications who may be nominated or selected by the Employer or hereby declared to be sub-contractors employed by the contractor and are herein referred to as nominated sub-contractors.

No nominated sub-contractors shall be employed on or in connection with the works against the Contractor shall make reasonable objection are (save where the Architect and the Contractor shall otherwise agree) who will not enter into contract providing.

- (a) That the nominated sub-contractor shall indemnify the contractor against the same obligation in respect of the sub-contract as the contractor is under in respect of this contract.
- (b) That the nominated sub-contractor shall indemnify the contractor against claims in respect of any negligence by the sub-contractors his servants or agents or any misuse by him or them or any scaffolding or other plant, the property of the Contractor or under any Workmen's Compensation Act in force.
- (c) Payment shall be made to the nominated sub-contractor within fourteen days of his receipt of the Employer's Certificate provided that before any Certificate is issued the Contractor shall upon request furnish to the Bank proof that all nominated sub-contractors accounts included in previous certificates have been duly discharged; in default whereof the Employer may pay the same upon a Certificate of the Bank and deduct the amount thereof from any sums due to the Contractor. The exercise of this power shall not create private of contract as between Employer and Sub-Contractor.

23. **Other persons employed by Employer:** The Employer reserves the right to use premises and any portion of the site for the execution of any work not included in this Contract which it may desire to have carried out by other persons, and the Contractor shall allow all reasonable facilities for the execution of such work but shall not be required to provide any plant or material for the execution of such work except by special arrangement with the Employer. Such work shall be carried out in such manner as not to impede the progress of the works included in the Contract and the Contractor shall not be responsible for any damage or delay which may happen to or occasioned by such work.

24. **Insurance in respect of damage to person and property:** The Contractor shall be responsible for all injury to persons, animals or things, and for all structural and decorative damage to property which may arise from the operation or neglect of himself or of any nominated sub-contractor or any employee of either, whether such injury or damage arises from carelessness accident or any other clause whatever in any

connected with the carrying out of this Contract. This clause shall be held to include inter alia, any damage to buildings, whether immediately adjacent or otherwise, and any damage to road, streets, foot-paths, bridges or ways as well as damage caused to the buildings and works forming the subject of this contract by frost, rain, wind or other inclemency of weather. The Contractor shall indemnify the Employer and hold it harmless in respect of all and any expenses arising from any such injury or damage to persons or property as aforesaid and also in respect of any claim made in respect of injury or damage under any acts of any legislature or otherwise and also in respect of any award or compensation or damages consequent upon such claim.

The Contractor shall reinstate all damage of every sort mentioned in this clause, so as to deliver up the whole of the Contract works complete to and perfect in every respect and so as to make good or otherwise satisfy all claims for damage to the property of third parties.

An insurance policy covering third party liability shall be taken by the contractor to cover the loss/disablement of human life (persons not belonging to the contractor). This shall also cover the risk of damages to other's materials/equipment/properties including those, if any of the banks during construction/erection/commissioning of the said contract work at site. The value of third party liability for compensation for loss of human life or full /partial disablement shall be of required statutory value for full and partial disablement and shall nevertheless cover such compensation as may be awarded by a court of law. Cover for damage to other's equipment/property shall be as approved by the bank. The sub-contractors of the contractor shall not be holders or beneficiaries in the policy nor shall they be named in the policy. The bank shall be the principal holder of the policy along with the contractor. The bank reserves the exclusive right to assign the policy.

The Contractor shall indemnify the Employer against all claims which may be made against the Employer by any member of the public or other third party in respect of anything which may arise in respect of the works or in consequences thereof and shall at his own expenses arrange to effect and maintain, until the virtual completion of the contract, with an approved office a policy of insurance in the joint names of the Employer and the Contractor against such risks and deposit such policy or policies with the Architect from time to time during the currency of this contract. The Contractor shall also similarly indemnify the Employer, against all claims which may be made upon the Employer whether under the Workmen's Compensation Act or any other status in force during the currency of this contract or at common law in respect of any employee of the Contractor or any Sub-Contractor and shall at his own expenses effect and maintain, in the joint names of the Employer and the Contractor against such risks and deposit such policy or policies with the Architect from time to time during currency of the Contract.

The Contractor shall be responsible for any liability which may be executed from the Insurance Policies above referred to and also for all other damage to any person, animal or property arising out of the incidental to the negligent or defective carrying out of this Contract transit, storage, erection, testing & commissioning policy. He shall also indemnify the Employer in respect of any costs, charges or expenses arising out of any claim or proceedings and also in respect of any award of compensation or damages arising therefrom.

The Employer shall be entitled to deduct the amount of any damage, compensation, costs, charges and expense arising of accruing from or in respect of any such claims or damage from any or all sums due or to become due to the Contractor without prejudice to

the Employer's other rights in respect thereof. **The Contractor shall at his own expense, arrange to effect and maintain (until the virtual completion of the contract) with an approved office the following insurance policies in the joint name of employer and himself with the employer being first (Principal) and deposit such policy or policies with the employer from time during the currency of this contract.**

- (a) Transit, storage, erection, testing and commissioning policy (Contractors All Risk policy/ Erection all risk policy) for the total amount of contract and third party liability.**
- (b) Workmen compensation policy with the coverage of Rs. 2 lacs per person for any one accident or occurrence and Rs. 5 lacs in respect of damage to property for any one accident or occurrence.**

25. **Date of commencement and completion:** The Contractor shall be allowed admittance to the site on "Date of Commencement" stated in the Appendix hereto, or each later date as may be specified by the Employer and he shall thereupon and herewith begin the works and shall regularly proceed with and complete the same (except such painting or other decorative work as the bank may desire to delay) or before the "Date of Completion" stated in the Appendix subject nevertheless to provisions for extension of time hereinafter contained.

26. **Damages for non-completion:** If the Contractor fails to complete the works by the date stated in the Appendix or within any extended time under Clause 27 the Contractor shall pay the Employer the sum named in the Appendix as " Liquidated Damages" for the period during which the said works shall so remain incomplete and the Employer may deduct such damages from any money due to the Contractor.

27. **Delay and extension of time:** If in the opinion of the Employer the works be delayed (a) by force major or (b) by reason of any exceptionally inclement weather or c) by reason of proceedings taken or threatened by or dispute with adjoining or neighbouring owners or public authorities arising otherwise than through contractor's own default or (d) by the works or delays of other contractor or Tradesmen engaged or nominated by the Employer and not referred to in the schedule of quantities and/or specifications or (e) by reasons of Bank's Engineer instruction as per clause 17 hereof (f) by reason of civil commotion, local combination of workmen or strike or lockout affecting any of the building trades or (g) in consequence of the Contractor not having received in due time necessary instructions from the Bank for which he shall have specifically applied in writing or (h) from other causes which the Bank may certify as beyond the control of contractor or (I) in the event, the value of the work exceed the value of the Priced Schedule of Quantities owing to variation, the Bank may make a fair and reasonable extension of time for completion shall as soon as may be given written notice thereof to the bank but the Contractor shall nevertheless constantly use his endeavours to prevent delay and shall do all that may reasonably has required to the satisfaction of Bank to proceed with work.

28. **Contractor's failure to comply with Employers instruction:** If the Contractor after receipt of written notice from the Employer requiring compliance within 10 days fails to comply with such further drawings and/or Bank's instructions the Employer may employ and pay other persons to execute any such work whatsoever that may be necessary to give effect thereto, and all costs incurred in connection therewith shall be recoverable

from the Contractor by the Employer as a debt or may be deducted by him from any moneys due to the Contractor.

29. **Termination of Contract by the Employer:** If the Contractor being an individual or a firm commits any "act of insolvency" or shall be adjudged an insolvent or being an incorporated company shall have an order for compulsory winding up made against it or pass an effective resolution for winding up voluntarily or subject to the supervisions of the court and the Official Assignee or the Liquidator in such acts of insolvency or winding up, as the case may be, shall be unable within seven days after notice to him requiring him to do so to show the reasonable satisfaction of the Architect that he is able to carry out and fulfill the Contract and to give security therefore, if so required by the Architect.

Or if the Contractor (whether an individual, first or incorporated company shall suffer execution or other process of court attaching property to be issued against the Contractor.

Or shall suffer any payment under this contract to be attached by or on behalf of any of the creditors of the Contractors.

Or shall assign to sublet this Contract without the consent in writing of the Employer first had and obtained.

Or shall charge or encumber this Contract or any payments due or which may become due to the Contractor hereunder.

- (i) Has abandoned the Contract, or
- (ii) Has failed to commence the works, or has without any lawful excuse under these conditions suspended the progresses of the works for fourteen days after receiving from the Bank notice to proceed or
- (iii) Has failed to proceed with the work with such due diligence and failed to make such due progress as would enable the works to be completed within the time agreed upon, or
- (iv) Has failed to remove materials from the site or to pull down and replace work for seven days receiving from the Bank written notice that the said materials or work were condemned and rejected by the Bank's Engineer under these conditions' or
- (v) Has neglected or failed persistently to observe and perform all of any of the acts, matter or things by the Contract to be observed and performed by the Contractor for seven days after written notice shall have been given to the Contractor requiring the Contractor to observe or perform the same.

Then and in any of the said cases the Employer may, notwithstanding any previous waiver, after giving seven days notice in writing to the Contractor, determine the Contract, the whole of which shall continue in force as fully as if the Contract has not been so determined, and so if the works subsequently execute had been executed by or on behalf of the Contractor. And further, the Employer by his agents or servants may enter upon and taken possession of the works and all plant, tools scaffoldings, sheds, machinery, steam and other power utensils and materials lying upon the premises or the adjoining lands or roads, and use the same as his own property or may employ the same by means of his own servants and workmen in carrying on and completing the work or by employing any other Contractor or other person or persons to complete the works, and the Contractor shall not in any way interrupt or do any act matter or thing to prevent or hinder such other contractor or other person or persons employed for completing and

finishing or using the materials and plant for the works. When the works shall be completed or as soon thereafter as convenient the Bank shall give a notice in writing to the Contractor to remove his surplus materials and plant, and should the Contractor fail to do so within a period of fourteen days after receipt thereof by him, the Employer may sell the same by public auction, and give credit to the Contractor for the net amount realised. The employer shall thereafter ascertain and certify in writing under his hand what of the said plant and materials so taken possessions or by the Employer and the expenses or loss which the Employer shall have been put to in procuring the works to be completed and the amount. If any, owing the Contractor and the amount which shall be so certified shall thereupon be paid by the Employer to the Contractor or by the Contractor to the Employer, as the case may be, and the Certificate of the Bank shall be final and conclusive between the parties.

30. **Termination of Contract by Contractor:** If this payment of the amount payable by the Employer under Certificate of the Bank's Engineer shall be in arrears and unpaid for thirty days after notice in writing requiring payment of the amount as aforesaid shall have been given by the Contractor to the Employer, or if the Employer interferes with or obstructs the issue of any such Certificate, or if the Employer shall repudiate the Contract, or if the works be stopped for three months under the order of the Architect or the Employer or by any injunction or other order of any court of Law, then and in any of the said cases the Contractor shall be in liberty to determine the Contract by notice in writing to the Employer, and he shall be entitled to recover from the Employer, payment for all works executed and for any loss he may sustain upon any plant or materials supplied or purchased or prepared for the purpose or the Contract.

In arriving at the amount of such payment the net rates contained in the Contractor's original Tender shall be followed or where the same may not apply valuation shall be made in accordance with Clause 17 hereof.

31. **Certificates and Payments:** The Contractor shall be paid by the Employer from time to time by installments under interim Certificate to be issued by the Bank's Engineer on account of the works executed work to the approximate value named in the Appendix as 'Value of work for Interim Certificate' has been executed in accordance with this Contract, subject, however, to a retention of the percentage of such value named in the Appendix as "Total Retention Money" after which time the installments shall be up to the full value of the work subsequently so executed and fixed in the building. And when the works have been virtually completed, the Contractor shall be paid by the Employer in accordance with the Certificate to be issued by the Bank's Engineers the sum of money named in the Appendix as "installment after Virtual Completion" being a part of the said Total Retention Money. And the Contractor shall be entitled to the payment of the Final Balance in accordance with the final Certificate at the expiration of the period referred to as 'the Defects liability Period' in the Appendix hereto from the date of virtual completion or as soon as after expiration of such period as the works shall have been finally completed and all defects made good according to the true intent and meaning hereof whichever shall last happen provided always or at or after their completion shall not relieve the Contractor from his liability under clause 21 and 36 nor relieve the Contractor of his inability in cases of fraud, dishonesty, or fraudulent concealment relating to the works or materials or to any matter dealt with in the Certificate and in case of the all defects and insufficiencies in the works or materials which a reasonable examination would not have disclosed.

The Employer shall have power to withhold any Certificate if the works or any parts thereof are not being carried out to his satisfaction.

32. **Delayed Payment:** Any amounts payable by the Employer to the Contractor shall, if not paid within the 'period of honouring Certificates' names in the Appendix carry interest at the rate named in the Appendix as the "Rate of interest for delayed payment" from the date upon which sum ought to have been paid by the Employer until the payment.
33. The decision, opinion, direction Certificate (except for payment) with respect to all or any of the matters under Clauses 2(a,b), 4,5, 14, 20 (a,b,c,d and f) hereof (which matters are herein referred to as the excepted matters) shall be final and conclusive and binding on the parties hereto and shall be without appeal. Any other decision, opinion, direction, shall be subject to the right of Arbitration and review under the Clause 35 hereof in the same way in all respects (including the provisions as to opening the reference).
34. **Settlement of disputes by Arbitration:** All disputes and differences of any kind whatever arising out of or in connection with the contract or the carrying out of the works (whether during the progress of the works or after their completion and whether before or after the determination abandonment or breach of the contract) shall be referred to and settled by the Bank who shall state its decision in writing. Such decision may be in the form of a final certificate or otherwise. The decision of the Bank with respect to any of the excepted matters shall be final and without appeal as stated in Clause 34 hereof. But if either the Contractor be dissatisfied on any matter on which a decision is taken by the Bank as above, except any of the expected matter the Contractor may within 28 days after receiving notice of such decision give a written notice to the other party requiring that the matters in dispute be arbitrated upon. Such written notice shall specify the matters, which are in dispute or difference of which such written notice has been given. If both the parties agree, a single arbitrator would be appointed for the purpose. In case no agreement could be reached on the appointment of single arbitrator, both the parties will nominate one person each as an arbitrator on their behalf. The two arbitrators nominated by the parties shall nominate one more person to act as third arbitrator or umpire.

The arbitrator or Arbitrators, as the case may be, shall have power to open up, review and revise any certificate, opinion, decision, requisition or notice, save in regard to the excepted matters, referred to in the preceding clause, and to determine all matters to dispute which shall be submitted to arbitration and of which notice shall have been given as aforesaid.

The arbitrator or Arbitrators, as the case may be, shall make his or their award within one year (or such further extended time as may be decided by him or them as the case may be with the consent of the parties) from the date of entering on the reference. In case during the arbitration proceedings the parties mutually settle or compromise their dispute or difference, on the parties filing their joint memorandum of the settlement or compromise, the Arbitrator or the Arbitrators as the case may be, shall make an award in terms of such settlement or compromise.

Upon any such reference, the decision on the cost incidental to the reference and Award respectively shall be in the discretion of the arbitrator or Arbitrators as the case may be, who may determine the amount thereof or direct the same to be taxed as between the party and party, and shall direct by whom and to whom and in what manner the same shall be borne and paid.

This submission shall be deemed to be a submission to arbitration within the meaning of the Indian Arbitration and Conciliation Act, 1996 or any statutory modification thereof.

The award of the arbitrator or Arbitrators, as the case may be, shall be final and binding on the parties. It is agreed that the Contractor shall not delay the carrying out of the works by reason of any such matter, question or dispute being referred to arbitration, but shall proceed with the works with all due diligence and shall until the decision of the Arbitrator or Arbitrators, as the case may be, is given, abide by the decision of the Bank. No award of the Arbitrator or Arbitrators, as the case may be, shall relieve the Contractor of his obligations to adhere strictly to the Bank's instructions with regard to the actual carrying out of the works. The Employer and the Contractor hereby also agree that arbitration under this Clause shall be a condition precedent to any right of action under the Contract.

Right of technical scrutiny of final bill

35. The Employer shall have a right to cause a technical examination of the works and the final bill of the contractor including all supporting vouchers, abstracts, etc. to be made at the time of payment of the final bill. If as a result of this examination of otherwise any sum is found to have been overpaid or over certified it shall be lawful for the employer to recover the sum.

Employer entitled to cover compensation paid to workman

36. If, for any reason, the Employer is obliged, by virtue of the provisions of the Workmen's Compensation Act, 1923, or any statutory modification or re-enactment thereof to pay compensation to a workman employed by the Contractor in execution of the works, the Employer shall be entitled to recover from the Contractor the amount of compensation so paid, and without prejudice to the rights of the Employer under the said Act. The Employer shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by the Employer shall not be bound to contest any claim made against it under the said Act, except on the written request of the Contractor and upon his giving to the Employer full security to the satisfaction of the Employer for all costs for which the Employer might become liable in consequence of contesting such claim.

Abandonment of works

37. If at any time after the acceptance of the tender, the Employer shall for any reasons whatsoever not requires the whole or any part of the works to be carried out, the Bank shall give notice in writing to the Contractor who shall have no claim to any payment of compensation or other-wise whatsoever on account of any profit or advantage which he might have derived from the execution of the whole works.

Return of surplus materials

38. Notwithstanding anything to the contrary contained in any or all the clauses of this Contract, where any material for the execution of the Contract is procured with the assistance of the Employer by purchase made under orders or permits or licenses issued by Government, the Contractor shall hold the said materials economically and solely for the purpose of the Contract and not dispose of them without the prior written permission of the Employer and return it to the Employer, if required by the

Employer, at the price to be determined by the Bank having due regard to the conditions of the materials, the price to be determined not be exceed the purchase price thereof inclusive of sales tax, octroi and other such levies paid by the Contractor in respect thereof, in the even of breach of the aforesaid condition, the Contractor shall in addition to being liable to action for contravention of the terms of licenses or permit and/or criminal breach of trust, be liable to Employer for all moneys, advantages or profits resulting or which in the usual course would have resulted to his by reason of such breach.

Right of employer to terminate contract in the event of death of Contractor or individual

39. Without prejudice to any of the rights or remedies under this Contract, if the Contractor, being an individual, dies, the Employer shall have the option of terminating the contract without incurring any liability for such termination.

41 **Minimum wages to the workman:**

The contractor shall ensure that minimum wages as per statutory requirement are paid to all the workmen.

42. **Labor License:**

The contractor shall adhere to various provisions of the Contract Labour (Regulation & Abolition) Act 1970 and fulfill all the statutory requirements.

APPENDIX HEREIN REFERRED

1.	Defects liability Period	12 months (1 year) from the date of issue of virtual completion certificate.
2.	Period of final measurement	1 month from the date of final commissioning.
3.	Date of commencement	10 th day from the date of work order.
4.	Date of completion	8 weeks from the date of commencement.
5.	Liquidated Damages	0.25% of the contract amount per week subject to maximum of 10% of contract value.
6.	Installment after virtual completion	100% of Earnest money deposit.
7.	Interest for delayed payment	3 percent per annum

Date:

Place:

Signature of Contractor with Seal

Check list

Design, supply, installation, testing and commissioning of 5000 LPD solar hot water system at Indrayani hostel, CAB, Pune

Sr. No.	Description	Bank's terms	Whether acceptable to the tenderer or not (please indicate YES or NO)
1.	Validity	90 days from the date of opening of tender Part-I	
2.	EMD	DD of Rs. 24500/- in favor of RBI, Mumbai/ by NEFT/Irrevocable Bank Guarantee by each tenderer. No interest shall be payable on EMD.	
3.	Prices	Shall be including all taxes, transport etc. and shall remain firm for the entire period of contract.	
4.	Completion period	8 weeks from 10 th day of the date of order.	
5.	Liquidated damages	0.25% of the contract amount per week subject to maximum of 10% of contract value.	
6.	Defect liability period	12 months (1 year) from the date of issue of virtual completion certificate.	
7.	Terms of payment	As per para 11 of commercial conditions	
8.	Insurance	As per clause 24 on page 27	
9.	Service Centre	Must be available in Pune or Mumbai	
10.	Visit at site	Skilled person has to visit at site on bi-monthly basis without any charges to check performance of the during defect liability period. The panels shall also be cleaned bi-monthly or earlier during DLP	
11.	Penalty	Penalty for delay in rectification and re-commissioning Rs. 500/- per day will be charge /deducted from the AMC bill	

Signature of the contractor _____

Name of the firm _____

Seal of the firm _____

Date : _____

Place : _____

Makes of materials:

1	Composite hot water pipe	Kitec
2	Power cable- copper armoured	Polycab/Finolex
3	Hot water pump	Kirloskar
4	Cable glands	Comet
5	Lugs – copper	Dowell

TECHNICAL PARAMETERS TO BE FILLED BY BIDDER

Sr. No.	Details of Materials offered	To be furnished by the bidder
1.	Flat plate solar water heater panel (shall have ISI mark supported with valid certificate)	
	a. Make	
	b. Model No.	
	c. Capacity of each panel in liters	
	d. Number of panels	
	e. Dimensions in mm (Length x width x height)	
	f. Absorbent fin material (should be copper)	
	g. Absorber coating (selectively coated)	
	g. Header material (should be copper)	
	h. Riser material (should be copper)	
	n. Collector box material (Aluminum section with powder coating)	
	j. Collector insulation material (Rockwool)	
	k. Type of glass (toughened with one side prismatic)	
	l. Glass thickness – not less than 4 mm	

	m. Maximum solar water temperature output in degree Celsius	
	n. Flanges material	
	o. Gasket material	
	p. Sealing material	
	q. Solar collector life in years (minimum 10 years)	
	r. Weight of the panel in KG	
	s. Material of mounting structure (shall be MS)	

Date :

Place:

Signature of the contractor
with Seal

Scope of work

1. Carefully dismantling of existing 52 nos. flat plate hot water collector panels and its mounting structure along with connected water pipes and existing aluminum armored power cables of existing heaters and to take away from the Banks premises **under buy-back**.
2. Supply, installation testing and commissioning of required number of flat plate solar hot water collector panels having ISI mark with MS mounting structure suitable for output of 5000 litre per day (LPD) with interconnection pipes, hardware's etc.
3. The existing SS solar water tank shall be connected with new collector panels with required composite hot water pipes, accessories, hardware's etc.
4. The necessary differential temperature unit for circulation of water from existing solar tank to new solar panels and vise-versa with hot water pump of required capacity also shall be provided with required control panel for auto operation of pump (ON and OFF) with respect to difference in temperature of water in solar tank and solar collector panels.
5. The existing electric heaters and its control panel shall be re-used with required new armored copper cables of 3c x 4 sq.mm size
6. The system shall be able to provide output hot water of 60 degree.
7. The MS mounting structure shall be painted with one coat of red oxide and two coats of black enamel paint. The existing water level control system provided to solar water tank shall be reused.
8. The bidders are advised to submit the catalogues giving details of various features, specifications and also dimensions of the collector panels.
9. The required thermal insulation shall be provided to all the collector panels with Rockwool of 48 Kg / cubic meter density of required thickness with cladding.

Place:

Signature of the contractor with seal

Date:

Proforma for Bank Guarantee In Lieu Of Earnest Money Deposit

(To be submitted on non judicial stamp paper of appropriate value purchased in the name of the issuing Bank)

This deed of guarantee made this _____ day of _____ two thousand _____ between _____ (Name of Banker) having its registered office at _____ (place) and one of its local offices at _____ (hereinafter refereed to as the Surety), and Reserve Bank of India, CAB, Pune a Corporation constituted by the Reserve Bank of India Act, 1934, having its Central Office at Central Office Building, Shahid Bhagat Singh Road, Mumbai-400 001 INDIA (hereinafter referred to as the Bank).

WHEREAS _____ (Tenderer's name hereinafter referred to as 'Tenderer') a Company registered under _____ and having its registered office at _____ is bound to deposit with the Bank by way of earnest money INR _____ (INR _____ only) in connection with its Tender for Design, Supply, installation, testing and commissioning of 5000 LPD solar hot water system at Indrayani hostel, CAB, Pune and the specifications and terms and conditions enclosed therein.

WHEREAS the tenderer as per clause No. _____ Section II of Instructions to bidders and special conditions has agreed to furnish a Bank Guarantee valid up to _____ instead of deposit of earnest money in cash.

NOW THIS WITNESSETH:

1. That the Surety in consideration of the above Tender made by the Tenderer to the Bank hereby undertakes to guarantee payment on demand without demur to the Bank the said amount of INR _____ (INR _____ only) within one week from the date of receipt of the demand from the Bank on presentation of this deed of guarantee, which the Tenderer is bound to deposit with the Bank by way of earnest money in connection with his Tender.
2. This guarantee shall not be affected by any infirmity or irregularity on the part of the Tenderer or by the dissolution or any change in the constitution of the Bank, Tenderer or the Surety.
3. The Bank shall be eligible to make any claim under this guarantee if the Tenderer after submitting his Tender, rescinds from his offer or modifies the terms and conditions thereof in a manner not acceptable to the Bank or expresses his unwillingness to accept the order after the Bank has decided to place order with the Tenderer for Supply, installation, testing and commissioning of 5000 LPD solar hot water system at Indrayani hostel, CAB, Pune. The Banks' decision in this regard shall be final and binding.
4. The Surety shall not and cannot revoke this guarantee during its currency except with previous consent of the Bank in writing.
5. Notwithstanding anything contained in the foregoing, the Surety's liability under the guarantee is restricted to INR _____ (INR _____ only).

6. This guarantee shall remain in force and effective up to _____ and shall expire and become ineffective on intimation thereof being given to the Surety by the Bank in which event this guarantee shall stand discharged.
7. The Surety will make the payment pursuant to the demand notice issued by the Bank, notwithstanding any dispute that may exist or arise between the Tenderer and the Bank or any other person.
8. Any forbearance, act or omission on the part of the Bank in enforcing any of the conditions of the said tender or showing of any indulgence by the Bank to the tenderer shall not discharge the Surety in any way and the obligations of the Surety under this guarantee shall be discharged only on the intimation thereof being given to the Surety by the Bank.
9. Notwithstanding anything contained hereinabove, unless a demand or claim under this guarantee is made on the Surety in writing on or before _____, the Surety shall be discharged from all liabilities under guarantee thereafter.
10. The Surety has the power to issue this guarantee under its Memorandum and Articles of Association and the person who is hereby executing this deed has the necessary powers to do so under the Power of Attorney granted to him by the Surety.

SIGNED AND DELIVERED
For and on behalf of above named Bank.

For and on behalf of
(Banker's Name and Seal)

Branch Manager
(Banker's seal)

Proforma of Bank Guarantee for performance Security

(To be submitted on Non-judicial stamp paper of appropriate value purchased in the name of the issuing bank)

Place : _____

Date : _____

The Principal
College of Agricultural banking
Reserve Bank of India,
University Road,
Pune-411016

Dear Sir,

Supply, installation, testing and commissioning of 5000 LPD solar water heater system at Indrayani hostel, CAB Pune

Bank Guarantee for PERFORMANCE SECURITY DEPOSIT

WHEREAS Reserve Bank of India, having its Central Office at Shahid Bhagat Singh Road, Mumbai, (hereinafter called "the RBI") has awarded the Contract for the captioned project (hereinafter called the "Contract") to M/s _____ (Name of the Contractor) (hereinafter called " the said Contractor" which expression shall include its successors and assigns).

AND Whereas we are aware that an agreement has been executed between the Reserve Bank of India and the contractor and in terms of clause _____ of the said agreement the contractor is bound by the said Contract to submit to RBI a Performance Security for a total amount of ₹. _____ (Rupees _____ only) (Amount in figures and words) for the due fulfilment of the terms and conditions of the said contract. We, _____ (Name of the Bank), (hereinafter called "the Bank"), at the request of M/s _____, the contractor, do hereby undertake to pay to the RBI an amount not exceeding Rs _____ as Performance Guarantee for due fulfilment of the terms and conditions of the contract.

NOW THIS GUARANTEE WITNESSETH

1. We (Name of the Bank) do hereby agree with and undertake to RBI, their Successors, Assigns that in the event of the RBI coming to the conclusion that the Contractor has not performed his obligations under the said conditions of the contract or have committed a breach thereof, which conclusion shall be binding on us as well as the said contractor; we shall on demand by the RBI, pay without demur to the RBI, a sum of Rs. (Rupees only) or any lower amount that may be demanded by the RBI. Our guarantee shall be treated as equivalent to the Performance Guarantee Amount for the due performance of the obligations of the Contractor under the said Contract, provided, however, that our liability against such sum shall not exceed the sum of Rs. (Rupees only).

2. We also agree to undertake to and confirm that the sum not exceeding Rs. (Rupees only) as aforesaid shall be paid by us without any demur or protest, merely on demand from the RBI on receipt of a notice in writing stating that the amount is due to them and we shall not ask for any further proof or evidence and the notice from the RBI shall be conclusive and

binding on us and shall not be questioned by us in any respect or manner whatsoever. The Bank shall pay to RBI any money so demanded notwithstanding any dispute/disputes raised by the Contractor in any suit or proceedings pending before any Court, Tribunal or Arbitrator/s relating thereto and the liability under this guarantee shall be absolute and unequivocal. We undertake to pay the amount claimed by the RBI within a period of one week from the date of receipt of the notice as aforesaid.

3. We confirm that our obligation to the RBI under this guarantee shall be independent of the agreement or agreements or other understandings between the RBI and the Contractor.

4. This guarantee shall not be revoked by us without prior consent in writing of the RBI.

We hereby further agree that –

a) Any forbearance or commission on the part of the RBI in enforcing the conditions of the said agreement or in compliance with any of the terms and conditions stipulated in the said Contract and/or hereunder or granting of any time or showing of any indulgence by the RBI to the Contractor or any other matters in connection therewith shall not discharge us in any way and our obligation under this guarantee. This guarantee shall be discharged only by the performance by the Contractor of their obligations and in the event of their failure to do so, by payment by us of the sum not exceeding Rs. (Rupees only).

b) Our liability under these presents shall not exceed the sum of Rs. (Rupees only)

c) Our liability under this agreement shall not be affected by any infirmity or irregularity on the part of our said constituents/clients or their obligations thereunder or by dissolution or change in the constitution of our said constituents.

d) **This guarantee shall remain in force up to 5 years from the virtual completion date of the project** provided that if so desired by the RBI, this guarantee shall be renewed for a further period as may be indicated by them on the same terms and conditions as contained herein.

e) Our liability under these presents will terminate unless these presents are renewed as provided hereinabove on the or on the day when our said constituents comply with their obligations, as to which a certificate in writing by the RBI alone is the conclusive proof whichever date is later. Unless a claim or suit or action is filed against us within or any extended period, all the rights of the RBI against us under this guarantee shall be forfeited and we shall be released and discharged from all our obligations and liabilities hereunder.

In witness whereof I/We of the Bank have signed and sealed this guarantee on the ----- day of ----- (Month) (Year) being herewith duly authorized.

For and on behalf of _____ (Name of the Bank)

Signature of authorized Bank official

Name:

Designation

Stamp/ Seal of the Bank

Signed, sealed and delivered for and on behalf of the Bank by the above named in the presence of:

Witness 1

Signature

Name

Address

(NB: This guarantee will require stamp duty as applicable in the state, where it is executed and shall be signed by the official whose signature and authority shall be verified).

NEFT Details**Details of Bank Account for effecting e-payments towards EMD**

Name of the Institution: College of Agricultural Banking, Reserve Bank of India,
Pune

Address (in full): College of Agricultural Banking, Reserve Bank of India
University Road, Pune-411 016

1	Name of the Account Holder (as appearing in the Bank Account)	College of Agricultural Banking, Reserve Bank of India, Pune
2	Account Number	8691632
3	Type of Account (Savings, Current etc.)	Current
4	PAN Number	AAIFR 5286M
5	Name of the Bank	Reserve Bank of India
6	Name of the Branch	CAB,PUNE
7	Address of the Bank	CAB, RBI, University Road, PUNE
8	NEFT/IFS Code	RBIS0PUPA01 (0 in the code represents ZERO)
9	Name of the Account	Sundry Deposit A/c-DAD

Details indicating exemption from payment of IT (if applicable):

NOTE :-

- 1. UNDER SECTION 48 OF RBI ACT 1934, RBI SHALL NOT BE LIABLE TO PAY INCOME TAX OR SUPER TAX ON ANY OF ITS INCOME, PROFITS OR GAINS.***
- 2. PLEASE DON'T REMIT THE PAYMENT THROUGH RTGS. PLEASE MAKE THE PAYMENT BY NEFT ONLY.**

CLIENT’S CERTIFICATE REG. PERFORMANCE OF CONTRACTOR

Name & address of the Client

Details of Works executed by Shri /M/s

- 1 Name of work with brief particulars
- 2 Agreement No. and date
- 3 Agreement amount
- 4 Date of commencement of work
- 5 Stipulated date of completion
- 6 Actual date of completion
- 7 Details of compensation levied for delay(indicate amount) if any
- 8 Gross amount of the work completed and paid
- 9 Name and address of the authority under whom works executed
- 10 Whether the contractor employed qualified Engineer/Overseer during execution of work?
- 11 i) Quality of work (indicate grading) Outstanding/Very Good/
Good/Satisfactory/poor
ii) Amt. of work paid on reduced rates, if any.
- 12 i) Did the contractor go for arbitration?
ii) If yes, total amount of claim
iii) Total amount awarded
- 13 Comments on the capabilities of the contractor.
a) Technical proficiency Outstanding/Very Good/
Good/Satisfactory/poor
b) Financial soundness Outstanding/Very Good/
Good/Satisfactory/poor

c) Mobilization of adequate T&P	Outstanding/Very Good/ Good/Satisfactory/poor
d) Mobilization of manpower	Outstanding/Very Good/ Good/Satisfactory/poor
e) General behavior	Outstanding/Very Good/ Good/Satisfactory/poor

**Signature of the Reporting Officer*
with Office seal**

* Regarding performance report/clients certificate, for works carried out for Government/ public sector companies, the certificate should be signed by the concerned Executive Engineer or an officer in an equivalent or higher rank. For works carried out for Private companies, Copy of TDS has to be submitted for proving the credentials/contract amount.

(i) All columns should be filled in properly

(ii) The Client Certificates should be submitted for minimum 2 of the Pre-qualification work/s

FORMAT OF BANKERS' CERTIFICATE

1. Composition of the firm (whether Partnership”/ Private Limited/ Proprietorship/ Public Limited.)
2. Name of the Proprietor/ Partners/ Directors of the firm.
3. Turnover of the firm for the last 3 financial years as on March 2018 (year wise).
2017-18
2016-17
2015-16
4. Credit facility/ Overdraft facility enjoyed by the firm.
5. Dealings
6. The period from which the firm has been banking with your bank.
7. Any other remarks.

You may also kindly forward your opinion whether the above firm is considered financially sound to be entrusted with the contract for works estimated to cost Rs.8.66 Lakhs.

(Signature)

For the Bank

Note:

Bankers' certificates should be on letter head of the Bank, addressed to RBI.

In case of partnership firm, certificate should include names of all partners as recorded with the Bank



**COLLEGE OF AGRICULTURAL BANKING
RESERVE BANK OF INDIA
PREMISES, INFRACTURE AND MAINTENANCE (PIM) DIVISION
UNIVERSITY ROAD, PUNE-411016**

Supply, installation, testing and commissioning of 5000

LPD solar hot water system at Indrayani hostel, CAB,

Pune

Part II

Name of Tenderer _____

Address _____

Last date of submission: till 2:00 PM of 01.03.2019

Design, Supply, installation, testing and commissioning (DSITC) of 5000 liters per day (LPD) solar hot water system at Indrayani hostel, CAB Pune

BILL OF QUANTITY

Sr. No.	Description	Qty.	Rate in Rs.	Amount in Rs.
1	Supply, Installation, Testing and Commissioning of required number of flat plate solar hot water collector panels as per the specifications given in the tender with its mounting structure suitable for hot water output of 5000 litres per day (LPD). The solar panels shall be connected to existing SS solar water tank with required size composite hot water pipes and accessories from solar panels to water tank with required hardware's etc. The rate shall include the cost of differential temperature unit for water circulation with required hot water pump and control panel for auto ON and OFF of the circulation pump. The control panel shall be provided with digital temperature meter to show the temperature of water in solar hot water tank.	1 set		
2.	Supply and laying of composite hot water pipe of 50 mm ID with required accessories, hardware's etc for replacement of existing faulty/pill over GI hot water pipes at terrace. The rate quoted shall include the cost of carefully dismantling of existing GI pipes with required labor, tools and handing over to Bank.	100 meter		
3.	Supply and laying of 3c x 4 sq.mm. copper armored cable for electric heaters from existing heater control panel and its end terminations with required copper lugs, glands etc.	30 meter		
4	Rebate: Carefully dismantling of existing flat plate solar water heater panels along with its mounting structure, existing aluminum armored cable of electric heaters and taking away under buy-back	1 Set	L.S.	
5	Rate for comprehensive Annual Maintenance contract as per the scope of work and terms and conditions mentioned in the Part I of the tender. The rate quoted shall include GST as applicable.	Job		

Date:

Place:

Signature of contractor with seal