



**Reserve Bank of India  
Estate Department  
C.B.D. Belapur**

**SEALED QUOTATION INVITING  
(Only through offline mode)**

**IMPORTANT INFORMATION and SCHEDULE OF QUOTATION**

Name of Work:	<b>Sealed Quotation for “Non-Comprehensive Annual Maintenance Contract (AMC) for 100 KWp Roof top Solar power systems at Bank’s Main office building, Belapur and 90 KWp Roof top Solar power systems at PDC, Kharghar.”</b>
Start date of issue of quotation	<b>From: November 04, 2025; 18:00Hrs</b>
Date and time of Pre-bid meeting (offline)	<b>November 12, 2025; 15:00Hrs (Offline)</b> Venue: Estate Cell, 2nd floor, Reserve Bank of India, H.H Nirmala Devi Marg, Sector -10, CBD Belapur, Navi Mumbai.
Last date for Submission of Quotation	<b>November 25, 2025; 14:00Hrs</b>
Date and time of opening of Quotation	<b>November 25, 2025; 17:00Hrs</b>

The sealed quotation addressed to, The Chief General Manager, Reserve Bank of India, 2<sup>nd</sup> floor, Estate Cell, Belapur should reach this office by **November 25, 2025, by 02:00 PM** superscribing **“Non-Comprehensive Annual Maintenance Contract (AMC) for 100 KWp Roof top Solar power systems at Bank’s Main office building, Belapur and 90 KWp Roof top Solar power systems at PDC, Kharghar.”**



भारतीय रिजर्व बैंक

संपदा विभाग

सीबीडी बेलापुर, नवी मुंबई

बैंक के मुख्य कार्यालय भवन, बेलापुर में 100 KWp रूफटॉप सौर ऊर्जा प्रणालियों और पीडीसी, खारघर में 90 KWp रूफटॉप सौर ऊर्जा प्रणालियों के लिए गैर व्यापक वार्षिक रखरखाव अनुबंध (NCAMC) के लिए कोटेशन।

## Part I (Techno- Commercial Bid)

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

Address \_\_\_\_\_  
\_\_\_\_\_

Contact details: \_\_\_\_\_

Email ID: \_\_\_\_\_

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Publication of Minutes of Prebid meeting	<b>November 14, 2025</b>
Last date for Submission of Quotation	<b>November 25, 2025; 14:00Hrs</b>
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## उद्घोषणा

भारतीय रिजर्व बैंक, संपदा विभाग, बेलापुर ने इच्छुक पक्षों को परियोजना की पृष्ठभूमि संबंधी जानकारी देने के लिए यह दस्तावेज़ तैयार किया है। जबकि भारतीय रिजर्व बैंक ने इसमें निहित जानकारी को तैयार करने में उचित सावधानी बरती है और इसे सटीक मानता है, न तो भारतीय रिजर्व बैंक और न ही इसके किसी भी प्राधिकरण या एजेंसी या उनके संबंधित अधिकारी, कर्मचारी, एजेंट या सलाहकार इस दस्तावेज़ में निहित जानकारी या इसके साथ प्रदान की जाने वाली किसी भी जानकारी की पूर्णता या सटीकता के बारे में कोई वारंटी देते हैं या कोई प्रतिनिधित्व करते हैं, चाहे वह व्यक्त हो या निहित।

यह जानकारी संपूर्ण नहीं है। इच्छुक पक्षों को अपनी जांच स्वयं करनी होगी और उत्तरदाताओं को लिखित रूप में पुष्टि करनी होगी कि उन्होंने ऐसा किया है और वे निविदा प्रस्तुत करने में केवल RBI द्वारा प्रदान की गई जानकारी पर निर्भर नहीं हैं। यह जानकारी इस आधार पर प्रदान की जाती है कि यह भारतीय रिजर्व बैंक या उसके किसी भी प्राधिकरण या एजेंसी या उनके किसी भी संबंधित अधिकारी, कर्मचारी, एजेंट या सलाहकार के लिए बाध्यकारी नहीं है।

भारतीय रिजर्व बैंक परियोजना को आगे न बढ़ाने या परियोजना के स्वरूप को बदलने, इस दस्तावेज़ में दर्शाई गई समय-सारिणी को बदलने या लागू की जाने वाली प्रक्रिया या प्रक्रिया को बदलने का अधिकार सुरक्षित रखता है। इसके अलावा, वह इस मामले में रुचि दिखाने वाले किसी भी पक्ष के साथ आगे चर्चा करने से इनकार करने का अधिकार भी सुरक्षित रखता है।

रुचि व्यक्त करने वाले व्यक्तियों या संस्थाओं को किसी भी प्रकार की लागत की प्रतिपूर्ति नहीं की जाएगी।



## अनुक्रमणिका

SN	Particulars	Page Nos.
1.	Section I - Form of e-Tender	4
2.	Section II - General Terms and Conditions	6
3.	Section III – Safety Code and Fire Safety	17
4.	Section IV- Commercial Conditions Check List	19
5.	Annexure – I – Draft Articles of Agreement	20
6.	Annexure – II – Proforma of Bank Guarantee for Performance Security Deposit	42
7.	Annexure – III – Undertaking regarding declaration of debarment by public institution(s)	45
8.	Annexure – IV – Proforma for Indemnifying the Employer against Contract labour Rules/regulations	46
9.	Annexure – V - Format for Power of Attorney for Authorized Signatory	47
10.	Annexure – VI – NEFT Mandate Form (Bidder)	48
11.	Annexure – VII – RBI NEFT Details for effecting e-payments	49
12.	Part II- Price Bid	50



## खंड-I

### निविदा का प्रारूप

स्थान: .....

तारीख: .....

प्रति

मुख्य महाप्रबंधक

भारतीय रिजर्व बैंक

संपदा कक्ष, बेलापुर

Madam/Sir

We have carefully examined the specifications, designs and schedule of quantities relating to the works specified in the memorandum hereinafter set out and having visited and examined the installation site of the works specified in the said memorandum and having acquired the requisite information relating thereto as affecting the tender. We hereby offer to execute the works specified in the said memorandum within the time specified in the said memorandum at the rates mentioned in the attached Schedule of Quantities and in accordance in all respects with specifications, designs and instructions in writing referred to in articles of agreement, general instructions to the tenderers and special conditions, conditions hereinbefore referred to, specifications, data sheet and schedule of quantities 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	Non-Comprehensive Annual Maintenance Contract (NCAMC) for 100 KWp Roof top Solar power systems at Bank's Main office building, Belapur and 90 KWp Roof top Solar power systems at PDC, Kharghar.
(b)	Estimated cost	Rs.2.75 lakhs approx. including taxes
(c)	Earnest Money Deposit (EMD)	<p><b>EMD of Rs 5,500/-</b> to be deposited by all the participating firms <b>in the form of NEFT/DD (as per Annexure D)</b> in favour of Reserve Bank of India, Belapur to be delivered in physical form at Estate Dept. on or before <b>02:00 PM of November 25, 2025.</b></p> <p><b>Details for NEFT</b></p> <p>Beneficiary Name: RBI, Belapur</p> <p>Beneficiary Ac No: 186003001</p> <p>IFSC: RBIS0NMPA01</p> <p><b>Note:-</b> The Micro and Small Enterprises (MSEs) having Udyam Registration Number (Udyog Aadhar Memorandum Number), irrespective of the category, shall be exempted from the requirement of submission of Earnest Money Deposit at the time of bidding in all procurement of works.</p>



2. 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 also agree to keep the DD/NEFT towards earnest money valid during the entire period of validity of tender.
3. Should this Tender be accepted, I/we hereby agree to abide by and fulfil all the Terms and Conditions of the Tender and in default thereof, to forfeit and pay to you or your successors, or assignees or nominees such sums of money as are stipulated in the conditions contained in the tender together with the written acceptance of the Contract.
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 therefor. We have deposited a sum of **Rs. 5,500/-** as earnest money deposit with the Reserve Bank of India, which 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 (**Note:** The Micro and Small Enterprises (MSEs) having Udyam Registration Number (Udyog Aadhar Memorandum Number), irrespective of the category, shall be exempted from the requirement of submission of Earnest Money Deposit at the time of bidding in all procurement of works.).
5. The Tender is submitted in two parts in separate sealed envelopes. Part I contains all commercial terms and conditions and technical particulars and Part II contains only the price bid in the Bank's proforma.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2025

For and on behalf of M/s \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Signature with seal)

Name \_\_\_\_\_

Designation \_\_\_\_\_ Place \_\_\_\_\_ Date \_\_\_\_\_

(Certified true copy of the Power of Attorney of the above signatory should be enclosed).

#### **Witnesses**

(1) Signature with Name, address

and date  
\_\_\_\_\_  
\_\_\_\_\_

(1) Signature with Name, address

and date  
\_\_\_\_\_  
\_\_\_\_\_



## खंड- II

### General Terms and Conditions

**Non-Comprehensive Annual Maintenance Contract (NCAMC) for 100 KWp Roof top Solar power systems at Bank's Main office building, Belapur and 90 KWp Roof top Solar power systems at PDC, Kharghar**

Reserve Bank of India, Belapur invites sealed hand quotations from eligible firms having experience in grid interactive solar power system works for “**Non-Comprehensive Annual Maintenance Contract (NCAMC) for 100 KWp Roof top Solar power systems at Bank's Main office building, Belapur and 90 KWp Roof top Solar power systems at PDC, Kharghar**” as is where is basis. The work is estimated to cost **₹2.75 Lakh** inclusive of all taxes.

**2. Eligibility Criteria:** The documentary evidence in respect of following eligibility criteria must be submitted in sealed envelope along with the quotation documents by the firm/ bidder:

a) Have executed successfully similar works (Supply and Installation / Comprehensive / Non-Comprehensive Annual maintenance of Rooftop solar power system for Office buildings / Commercial buildings / Organisations / Industrial houses/ State Electricity Boards / PSUs) during the last five years ending on October 31, 2025, individually costing as under:

i) Three works each costing not less than the amount equal to 40 % of the estimated cost

OR

ii) Two works each costing not less than the amount equal to 50 % of the estimated cost

OR

iii) One work costing not less than the amount equal to 80 % of the estimated cost,

**And**

b) Minimum yearly turnover of **100% of the estimated cost** during last 3 financial years (i.e., 2022-23; 2023-24 and 2024-25) supported by audited financial statements.

**And**

c) Have an Office / service setup at Mumbai / Navi Mumbai for rendering NCAMC services.

**3. Tenderers should submit the following documents in respect of their eligibility:**

- Copies of detailed work order indicating scope and value of works.
- Completion certificate for the qualifying works.
- List of completed works with all the details.
- Audited Financial statement for turnover for last 3 years (i.e., 2022-23, 2023-24 and 2024-25)



- Proof of address for service setup viz., Telephone bills, Electricity bills, Registration document, lease deed, Govt. authorised document in the name of the participating firm.

The Tender submitted by a firm who is found to be not satisfying the above criteria will be rejected.

#### **4. Tender submission:**

- a) Tenderers are advised to use only the forms (tender books) issued by the Bank. For the downloaded tender forms from the website, if any change/modification thereto is found subsequently, such tenders are liable for disqualification. However, if they desire to submit additional information, they may do so on their own letter head/paper. Each page of the forms shall be signed and returned.
- b) The tenders shall be prepared and submitted in separate sealed envelopes in two parts, viz., Part I and Part II clearly indicating on the covers "Part I – Technical and Commercial "and "Part II – Price Bid", respectively. The covers shall be superscribed "**Quotation for Non-Comprehensive Annual Maintenance Contract (NCAMC) for 100 KWp Roof top Solar power systems at Bank's Main office building, Belapur and 90 KWp Roof top Solar power systems at PDC, Kharghar**" and addressed to **The Chief General Manager, Estate Department, Reserve Bank of India, H.H Nirmala Devi Marg, Sector-10, CBD Belapur.**
  - The full name, postal address, e-mail address and telephone/telefax/mobile number of the tenderer shall be written on the bottom left corner of the sealed envelope.
  - Insertions, postscripts, additions and alterations shall not be valid unless confirmed by the tenderer's signature.
  - All copies of the tenders should be completed in all respects with all attachments/enclosures/annexures.
  - Both envelopes (Part I & II) are to be kept in single sealed cover super scribed with "**Quotation for Non-Comprehensive Annual Maintenance Contract (NCAMC) for 100 KWp Roof top Solar power systems at Bank's Main office building, Belapur and 90 KWp Roof top Solar power systems at PDC, Kharghar**". The tender shall be submitted/dropped in the tender box kept at the Main enquiry not later than 02:00 PM on November 25, 2025.
- c) On receipt of intimation from the Bank about acceptance of his / their tender, the successful tenderer shall be bound to implement the contract and within fourteen (14) days thereof. The successful tenderer shall sign an agreement in accordance with the draft agreement and the Schedule of Conditions with the written acceptance by the Reserve Bank of India of a tender will constitute a binding contract between the Reserve Bank of India and the person so tendering whether such formal agreement is or is not subsequently executed.

#### **5. Part I – Technical & Commercial:**

- 5.1 Part I shall contain the un-priced tender consisting of complete technical specification including drawings and documents and commercial terms and conditions technical aspects of the tender such as equipment data sheets, tests and



inspection, makes of materials, technical description, drawings in envelop super scribing Part I.

**5.2** Part I of the tender as submitted along with EMD shall contain the following:

- a) Power of Attorney / authorization with the seal of the company/firm in the name of the person signing the tender documents.
- b) List of deviation, if any, in technical specification.
- c) The tenderer should have maintenance set-up at Mumbai, address & telephone / fax nos. of maintenance set-up shall be indicated.

**5.3** The Tenderers are advised to visit the site of installation and acquaint themselves of the site conditions before tendering.

**5.4** The tenderers are advised to submit the tender based strictly on the General Conditions of the Contract and Technical Specifications contained in the tender documents, and not to stipulate any deviations. If acceptance of the terms and conditions given in the tender documents has any price implications, the same should be considered and included in the quoted price. A tender containing deviation from the commercial terms and conditions is liable for rejection.

**5.5** The tenderers shall submit full details of the patent, trademark, registered design, intellectual property rights, copyrights, industrial property rights held by them or used by them of any third party with regard to design or any part of the system.

**5.6** All information, correspondence letters shall be addressed to, The Chief General Manager, Estate Department, Reserve Bank of India, H.H Nirmala Devi Marg, Sector -10, CBD Belapur, Navi Mumbai.

**5.7** Part-I of the tenders will be opened on **November 25, 2025, at 17:00 hrs.** Part-II of the tenders will be opened on a subsequent date after intimation to all the tenderers.

## **6. Part II – Price bid**

Part II containing price bid in envelope, super scribing Part II – “Price bid”, supplied along with the tender.

- (a) This part shall contain prices in Indian Rupees only with break-up of price as per format (Part II). No other enclosure is permitted in Part II. Change of terms and conditions and technical deviations, if any, found in Part II of the tender will not be taken into account and will be treated as null and void.
- (b) The tenderer must use only the forms issued by the Bank to fill in the rates. The tender form must be filled in English and all entries must be made by hand and written in ink. If any of the documents is missing or unsigned, the tender may be considered invalid by the Bank in its discretion.
- (c) All erasures and alterations made while filling the tender must be attested by initials of the tenderer. Overwriting of figures is not permitted. Failure to comply with either of these conditions will render the tender void at the Bank's option.



No request for any change in rate or conditions after the opening of the part II of the tender will be entertained.

- (d) The rates quoted shall be deemed to be for the finished work and shall be firm and binding without any escalation whatsoever till the system is handed over to the Bank.
  - (e) For any item, if the rate and amount do not tally with respect to the quantity, then the amount arrived on the basis of quoted rates shall only be acceptable and in case of variation of rates in figures and words, the rate quoted in words will only be considered for arriving at the total amount for that item.
  - (f) The system shall be inspected, upkeep/serviced/cleaned periodically.
  - (g) The charges for Non comprehensive annual maintenance service (NCAMC) shall include preventive maintenance of the entire system once in a quarter and cleaning of solar modules once in a month or more depending on the weather conditions by deputing trained workforce and attending to any number of break down calls in addition to the above without any additional cost to the Bank.
7. A copy each of the UDYAM registration (if applicable), PAN, VAT /TIN registration, Bank's mandate (as per [Annexure-III](#)) and GST registration must be submitted along with the bid.
  8. Quotation shall be valid for acceptance by the Bank for a period of 90 days from the date of opening of Part I (Technical and commercial).
  9. Rates quoted shall be inclusive of all the taxes/duties etc, levied by the State/ Central Government/Local authorities if any (including GST and all taxes) and all charges towards non-Comprehensive maintenance of Solar systems including all labour charges. Bank shall not provide any assistance in the form of man/machines/tools required for maintenance.
  10. The Bank reserves the right to reject or accept any or part of quotations without assigning any reasons thereof.
  11. The quotations shall be submitted only in the forms supplied by the Bank duly signed on all pages by the authorized representative of the contractors.
  12. The quotation for the above work shall be submitted in separate sealed covers (Part I – Techno commercial and Part II - Price Bid) addressed to "**The Chief General Manager, Reserve Bank of India, 2nd floor, Estate Cell, Belapur.**"

### **13. Scope of work:**

S.No	Item Description	Main Office Building, Belapur	PDC, Kharghar
1.	Capacity of plant	100KWp	90 KWp
2.	Make and Model of Inverter	Delta, M50A_260	Fronius, Eco 27.0-3-S
3.	No. of Inverters	2Nos.	3 Nos.
4.	Capacity/Rating of each inverter	50 KW	30 KW
5.	Make and Model of PV Solar panel	WAAREE, WS-330	WAAREE, WS-300



6.	Rating of each panel	330 Watt	300 Watt
7.	Quantity in Nos.	308	300
8.	Year of Installation	June 2021	January 2016
9.	Total generation for the period April 2024 to March 2025 in KWh	118750	111452.7
10.	Total generation as on June 2025 in KWh	489779	1117854.8

- a. Maintenance Services shall consist of maintenance of all the components mentioned in the Solar power system. Labour, inspection and testing charges shall be included in the scope of maintenance contract.
- b. Contractor shall depute trained technicians/supervisors for the work and will be supervised by Bank's Officials.
- c. All necessary tools, measuring equipments, waste cotton, spare parts etc., of approved make (as per the requirement) shall be supplied by the contractor within the quoted rates.
- d. The system shall be inspected, upkeep /serviced periodically. The contractor shall keep all the Solar PV panels clean, tidy and in effective working conditions. The periodicity shall be atleast once in 3 months for preventive maintenance of entire system and cleaning of solar panels at least once in a month or more depending on the weather conditions and attending to any number of breakdowns calls in addition to the above.
- e. At the time of servicing, if any defects or deficiency is found in the solar system, it shall be immediately brought to the notice of Bank's officials on duty and corrective action shall be taken. Replacement / addition of any spares / material shall be carried out with the approval of the Bank and charges for the same will be paid by the Bank after ascertaining the reasonability of the rates.
- f. The NCAMC charges covers the inspection, servicing, cleaning of PV panels and complete solar system. The work includes repair of all spares viz., AC / DC cables, wires, MCCBs/MCBs, fuses, surge protection devices (SPDs), G.I structure, panels, inverter etc., and other associated consumables, as and when required in order to make the system operational.
- g. The successful bidder has to consult with MSEDC and OEM of inverter / panel and other major components as and when required at free of cost and get the services / repairs / replacement of defective spares / equipment from OEM. Cost of repairs / replacement of defective spares / equipment, which are out of warranty will be paid by the Bank after ascertaining the reasonability of the rates.
- h. The following works are required to be carried out during maintenance but not limited to the following.**
  - i. All the components should be kept clean and tidy.



- ii. Periodic cleaning (Wet & dry) of Solar modules, preferably once in a month or less as per site condition.
  - iii. Remove dust, vermin, cobwebs and bird nests if any in and around the inverter.
  - iv. Checking of power generated, Inverter, DC voltage, DC current, AC voltage, AC current, frequency, DC String / Array voltages, earthing connections and lighting arrestor once in a quarter.
  - v. Inspection of Inverter, ACDB, DCDB, MCCBs MCBs, DC/ AC Surge Protection Devices (SPDs), male and female contacts of MC4 connectors once in a quarter.
  - vi. Inspection of all PV modules for any cracks / damage / dust deposition / discoloration.
  - vii. Inspection of cables, joints, termination for over heating / burning, loose contacts etc.,
  - viii. Inspection of Electrical DBs for corrosion, intrusion of water or insects, seal boxes if required. Check position of switches and breakers. Check operation of all protective devices once in a quarter.
  - ix. Checking and tightening of all the fasteners, G.I structure etc.,
  - x. In addition to the above, the contractor may carryout necessary activities required / mentioned by OEM to keep the system in satisfactory operating condition.
  - xi. Workforce for repair / replacement of all kinds of spares and consumables including upgradation of software if any required.
- i. **Penalty:** The contractor shall also attend to **breakdown calls within 48 hours as and when required in addition to routine service reported during normal working hours.** In the event of the contractor not attending to breakdown service and putting back the system in working condition within a period of 48 hours from the date of lodging complaint, a penalty of **Rs.1,000/- per day per unit beyond 48 hrs. of delay will be charged subject to maximum of 10% of the contract amount per instance.** Any default in attending to Preventive Maintenance / cleaning of panels / inspection will also be liable for penalty at pro-rata basis of the contract amount.
- j. If any failure of equipment identified due to negligence / mal operation on part of bidder's operator, such equipment should be repaired / replaced by the Bidder free of cost.
- 14.** Reserve Bank of India does not accept any liability/mischief/accident occurred during the execution of work by the employee/workers of the firm. Firm is advised to take necessary insurance of their employee.
- 15.** Successful Bidder has to take over the system as is where is basis. Hence bidders are advised visit the site and ascertain the site conditions before quoting the rates.

#### **16. Maintenance Services**

All servicing shall be carried out in consultation with Bank's officials subject to availability of equipment / site. However, all necessary effort shall be made by the contractor to attend to the complaints lodged by the Bank (Whether over phone / SMS or in writing/email) at the earliest and in any case not later than 48 hours.



## **17. Payments terms**

**The rates shall be quoted per annum.** The rates shall be inclusive of all taxes/duties, insurance, minimum wages, transportation, tools and consumables etc. (including GST) at the time of entering into the contract.

The invoice/bill for each quarter shall be submitted at the end of the quarter along with detailed inspection, service report duly authenticated by Bank's officials and payment thereon shall be made after the same is duly certified by the Bank's officials to the effect that servicing has been done satisfactorily in the preceding quarter.

**18.** All the disputes arising out of or in any way connected with this Agreement shall be deemed to have arisen at Mumbai and only in courts in Mumbai shall have the jurisdiction to determine the same.

## **19. Renewal of the NCAMC contract:**

- a. The NCAMC services may be awarded to the firm by way of renewal of the Non-Comprehensive Annual Maintenance Contract initially for the period of One year i.e., from date of award and will be further renewed for two additional years based on the satisfactory performance.
- b. The percentage increase to be granted over the existing contract amount may be calculated on the basis of the following formula. While renewing the contract the new contract amount will be arrived at based on following formula:

$$AC = AP \left[ (CPIC/CPIP) \right] \times (1/100)$$

AC	The contract amount for the current year.
AP	The contract amount for the previous year.
CPIC	Consumer Price Index for Industrial Workers (All India Average) 6 months prior to the commencement date of contract for the current year.
CPIP	Consumer Price Index for Industrial Workers (All India Average) 6 months prior to the commencement date of contract for the previous year.

**20.** The employer may after giving **one month** notice in writing to the contractor, may alter the quantum of work and /or determine the whole contract, depending upon the service required. The payment to the contractor for the said period shall be worked out on a pro- rata basis based on the duration /services provided by him and rate quoted for whole year/services.

**21. Earnest Money Deposit (EMD):** The bidders must submit **EMD of ₹5,500/- @ 2%** of the estimated cost in the form of NEFT/Demand draft issued by Scheduled commercial Bank drawn in favour of Reserve Bank of India, payable at CBD Belapur. Successful bidder has to submit **Security deposit @ 10%** of the contract amount in the form of **Performance Bank Guarantee (PBG)** after which EMD will



be released. Whenever the contract / rates are renewed a new security deposit has to be submitted @10% of the renewed contract amount. The EMD /SD shall not bear any interest. The EMD of the unsuccessful bidders will be released after award of work to the successful bidder.

**22. Performance Bank Guarantee:** After award of works, the tenderer shall furnish an amount equal to 10% of the contract value for the work. This guarantee shall be in the form of Demand Draft of any scheduled bank/Pay Order of any scheduled bank (in case guarantee amount is less than Rs. 1,00,000/-) OR payment of amount equivalent to PBG through online mode (NEFT / RTGS) OR vendor shall furnish explicit written consent to RBI, Belapur to deduct amount equivalent to PBG to be withheld from the bills of the contractor. - towards security deposit for the due fulfilment of the terms and obligations of NCAMC contract. This BG of 10% contract value should be valid for a period of one (01) year.

➤ Whenever the contract / rates are renewed a new security deposit has to be submitted @10% of the renewed contract amount.

**23.** All compensation/ penalties/ damages or other sums of money payable by the Contractor to the Bank under the terms of this Contract for NCAMC periods may be deducted from his earnest money and the security deposit (PBG) if the amount so permits unless the contractor deposits such amounts in cash within **ten days** of issue of demand notice by the Bank. Bank reserves the right to invoke the PBG in case of violation of tender terms and conditions of NCAMC.

**24.** On receipt of intimation from the employer of the acceptance of his/ her/ their quotation, the successful bidder shall be bound to sign the formal contract within **ten days** thereof, the successful bidder shall sign an agreement in accordance with the draft agreement and the schedule of conditions but the written acceptance by the Reserve Bank of India of a quotation will constitute a binding contract between the RBI and the person so bidding, whether such formal Agreement is or is not subsequently executed. The cost of necessary non-judicial stamp paper for execution of the agreement shall be borne by the successful bidder.

**25. Insurance Policies:**

The contractor shall ensure taking necessary insurance cover for its employee who would be visiting the site for maintenance of 100 KWp and 90 KWp Rooftop solar system at MOB, Belapur and PDC, Kharghar respectively.

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

**27.** The contractor shall adhere to various provisions of the Contract Labour (Regulation & Abolition) Act 1970, if applicable under the said contract, and fulfil all the statutory requirements.

**28. The Sexual Harassment of women at workplace**



The Contractor / Agency shall be solely responsible for full compliance with the provision of "the Sexual Harassment of women at workplace (Prevention, Prohibition and Redressal) Act, 2013.

- a. 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 Contractor / Agency and the Contractor / Agency shall ensure appropriate action under the-said Act in respect to the complaint.
- b. Any complaint of sexual harassment from any aggrieved employee of the contractor against any employee of the Bank shall be taken cognizance of by the Regional Complaints Committee constituted by the Bank.
- c. The contractor shall be responsible for any monetary Compensation that may need to be paid in case the incident involves the employees of the contractor, for instance any monetary relief to Bank's employee, if sexual harassment by the employee of the contractor is proved.
- d. The contractor shall be responsible for educating its employees about prevention of sexual harassment at workplace and related issues.

## **29. Non-disclosure and Indemnity clause during the execution of work**

The contractor shall not disclose directly or indirectly any information, materials and of the Bank's infrastructure/ system/equipments 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 published, 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.

**30. Force major Clause-** Contractor shall not be held liable for any breach of agreement conditions or delay in carrying out the obligations contained in this agreement including the servicing, repairing of the units as a result of strike, lockout, industrial/labour disturbance, fire accidental damage restriction imposed by Government, any act of God, riot, war or any condition arising from beyond control.

## **31. Debarment of firms from Bidding:**

A bidder is liable for debarment / disqualification from bidding on the following grounds:

31.1. If it is determined that the bidder has committed the following acts or omissions in contravention of the code of integrity:



- a. making offer, solicitation or acceptance of bribe, reward or gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process.
- b. any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefit may be obtained, or an obligation avoided.
- c. any collusion, bid rigging or anticompetitive behavior that may impair the transparency, fairness and the progress of the procurement process.
- d. improper use of information provided by the procuring entity to the bidder with an intent to gain unfair advantage in the procurement process or for personal gain.
- e. any financial or business transactions between the bidder and any official of the procuring entity related to the quotation or execution process of contract, which can affect the decision of the procuring entity directly or indirectly.
- f. any coercion or any threat to impair or harm directly or indirectly, any part or its property to influence the procurement process.
- g. obstruction of any investigation or auditing of a procurement process.
- h. making false declaration or providing false information for participation in a bidding process or to secure a contract.
- i. failed to disclose conflict of interest.
- j. failed to disclose any previous transgressions made in respect of the provisions of sub clause (i) with any public institution / entity in India or any other country during the last three years or of being debarred by any public procuring institution / entity.

31.2. For any actions or omissions by the bidder other than violation of code of integrity, which in the opinion of the Bank warrants debarment, for the reasons like supply of sub-standard material, non-supply of material, abandonment of works, sub-standard quality of works, failure to abide terms of the quotation etc.,

31.3. If the bidder has been convicted of an offence – (a) under the Prevention of Corruption Act, 1988; or (b) the Indian Penal Code or any other law for the time being in force, for causing any loss of life or property or causing a threat to the public health as part of execution of a public procurement contract.

## **32. 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 expected matters shall be final and without appeal as stated in thereof. But if 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.

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. The venue of arbitration shall be BELAPUR, INDIA.

**33.** Failure/refusal on the part of the successful bidder for entering into NCAMC with the Bank, as the case may be, desires so, shall lead to forfeiture of EMD/ security deposit and may also result in the delisting/debarring of the Bidder.

**34.** Late bids are liable to be rejected.

**35.** Bids must be free from any 'Corrections & Erasures'. Corrections, if any, must be counter-signed. All prices must be given in figures & words. If there is a difference between the two, the prices quoted in words will be preferred.



I/WE have understood the scope of the work, terms and conditions and inspected the system and its equipment's and quoted rates accordingly. I/We shall comply with all the conditions of the Bank's quotation.

**Place:**

**Date:**

**Seal and Signature of the contractor**



## खंड- III

### **Safety Code**

1. First-aid appliances, including adequate supply of sterilized dressings and cotton wool, shall be maintained in a readily accessible place.
2. The injured person shall be taken to a public hospital without loss of time, in cases where the injury necessitates hospitalization.
3. Suitable and strong scaffolds should be provided for workmen for all works 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 not 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 maz Multi zone Door 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 the trench, whichever is more. All trenches and excavations shall be provided with necessary minimum height shall be one meter.
6. Every opening in the floor of a building or a working platform shall be provided with suitable means to prevent the fall of persons or materials by providing suitable fencing or railing whose minimum height shall be one meter.
7. No floor, roof or other part of the structure shall be as over-loaded with debris or 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. No paint containing lead or lead products shall be used except in the form of paste or readymade paint.
11. Suitable face masks should 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.
12. Hoisting machines and tackles used in the work, including their attachments, anchorage and supports shall be in perfect condition.
13. The ropes used in hoisting or lowering material or as a means of suspension shall be of durable quality and adequate strength and free from defects.



## FIRE SAFETY

- i. Cutting / drilling machine and other electrically operated equipment used at site shall be plugged into correctly rated electrical outlets.
- ii. Only ISI marked 3 pin plug and other appliances and equipment shall be used.
- iii. Electrical power cables/wires used shall not have any joints and shall be properly rated.
- iv. All electrical appliances i.e. welding, drilling, cutting machine etc. shall be safely and securely earthed to prevent leakage current while in operation.
- v. Before commencing the welding work for the first time on any day, fire section shall be informed and only after the site inspection by the Fire officers/Personnel, work shall be started.
- vi. Two buckets of water and sand shall be kept in an easily accessible area on the site.
- vii. Fire extinguishers recommended and issued by fire officers shall be kept on the site.
- viii. Used paint drums shall be stored in specified store only after closing them properly.
- ix. Personal protective equipment such as safety shoes, hand gloves, welder's mask, ear plug etc. depending upon the requirement of the work shall be provided by the contractor to the workmen to prevent occupational health hazards.
- x. The safety belt shall be provided by the contractor and used by the workmen while working from height for more than 10' from Ground level.
- xi. None of the passages near lift lobby and staircases shall be used for stacking / dumping any kind of materials/waste.
- xii. Both the staircase Multi zone Doors shall be normally kept closed.
- xiii. None of the fire extinguishers shall be removed/shifted from its designated location.
- xiv. Power supply shall be switched off from the mains when equipment is not in use.
- xv. Wood-shavings and saw-dust generated from the work shall be collected on daily basis, removed from site and stored at the designated place in proper manner.
- xvi. Any debris generated from the work shall be collected on daily basis, removed from site and stored at the designated place in proper manner.
- xvii. Battery operated emergency light/torches shall be provided by the contractor to the workmen while working beyond office hours.

**Date:**

**Place:**

**Signature and Seal of the contractor**



## खंड- IV

### Commercial Conditions

#### Check List

<b>Sr. No.</b>	<b>Description</b>	<b>Bank's Terms and conditions</b>	<b>Acceptance of Bank's terms &amp; conditions</b>
1	Bid Validity	90 days from opening of tender Part-I	
2	EMD	<p><b>₹5,500/- to be submitted along with tender document.</b></p> <p>(Note: The Micro and Small Enterprises (MSEs) having Udyam Registration Number (Udyog Aadhar Memorandum Number), irrespective of the category, shall be exempted from the requirement of submission of Earnest Money Deposit at the time of bidding in all procurement of works (goods, services and works contract).</p>	
3	Terms of payment	As per clause 17, Section II in Part I of the tender	
4	Scope of work	As per clause 13, Section II in Part I of the tender	
6	Service during NCAMC	Quoted rates shall include preventive maintenance of entire system atleast once in 3 months and cleaning of solar modules at least once in a month or more depending on the weather conditions and attending to any number of breakdowns calls in addition to the above.	
7.	Penalty during NCAMC period	₹1,000/- per day per plant beyond 48 hrs. of delay will be charged subject to maximum of 10% of the contract amount per instance.	
8.	Insurance	As per clause 25, Section II in Part I of the tender	

**Place:**

**Date :**

**Seal & Signature of Contractor**



**वार्षिक रख-रखाव करार  
NCAMC Agreement**

यह करार एक ओर मेसर्स \_\_\_\_\_ जिसका पंजीकृत कार्यालय \_\_\_\_\_ में हैं (जिसे इसके बाद संविदाकार कहा गया है) और दूसरी ओर भारतीय रिज़र्व बैंक, बेलापुर जिसका केंद्रीय कार्यालय मुंबई में है और जिसका गठन भारतीय रिज़र्व बैंक अधिनियम, 1934 के प्रावधानों के अंतर्गत किया गया है (जिसे इसके बाद "बैंक" कहा गया है) के बीच \_\_\_\_\_ के \_\_\_\_\_ दिन को किया गया।

This Agreement is made on this \_\_\_\_\_ day of \_\_\_\_\_ between M/s. \_\_\_\_\_ having its Registered Office at \_\_\_\_\_ (hereinafter called the CONTRACTOR) of the One Part And The RESERVE BANK OF INDIA, Belapur, having its Central Office at Mumbai, constituted under the provisions of the Reserve Bank of India Act, 1934 (Hereinafter called the "The Bank") of the other part,

जबकि बैंक, भारतीय रिजर्व बैंक, बेलापुर के मुख्य कार्यालय भवन, में संस्थापित 100 KWp रूफटॉप सौर ऊर्जा प्रणालियों और पीडीसी, खारघर में संस्थापित 90 KWp रूफटॉप सौर ऊर्जा प्रणालियों के हेतु गैर व्यापक रख-रखाव सेवा करार के इच्छुक है।

यह संविदा आरबीआई द्वारा ----- 2025 के पत्र संख्या \_\_\_\_\_ द्वारा प्रदान एएमसी के पूर्णतया अनुरूप है।

WHEREAS The Bank is desirous of entering into **Non Comprehensive maintenance service contract (NCAMC) for 100 KWp Roof top Solar power systems at Bank's Main office building, Belapur and 90 KWp Roof top Solar power systems at PDC, Kharghar** This contract is in complete conformity with the award of NCAMC by RBI, Belapur vide its letter No. \_\_\_\_\_ dated \_\_\_\_\_, 2025.

और जबकि संविदाकार मूल एएमसी के अनुसार सहमत नियम शर्तों और कार्य की व्याप्ति में विस्तार से दिए गए अनुरूप और बाद में आपसी सहमति के अनुसार कार्य में कुछ जोड़ने/ घटाने के कारण कार्य में होने वाली वृद्धि/ कमी, प्रकट और निहित रूपों में मूल रूप से दोनों द्वारा सहमत किए गए अनुसार और प्राकृतिक रूप से एएमसी की प्रकृति से उत्पन्न होनेवाली शर्तों (जिन सभी को इसके बाद सामूहिक रूप से तथा कथित "शर्तें" कहा गया है) के अनुसार काम को जो कथित कार्य की व्याप्ति में वर्णित है उसे एएमसी में निर्धारित दर पर गणना पर या ऐसी अन्य देय राशि पर (इसके बाद इसे "तथा कथित संविदा राशि" कहा गया है) कार्य करने के लिए सहमत है।

AND WHEREAS THE CONTRACTOR HAS AGREED TO execute upon and subject to the conditions set forth in the original AMC entered into and detailed in the scope of work and as amplified /curtailed by subsequent additions/deletions mutually agreed



upon, originally agreed both expressly and impliedly and also naturally flowing out of the nature of AMC (all of which are collectively hereinafter referred to as the said "CONDITIONS") the works described in the said scope of work at the NCAMC rate as shall become payable thereunder (hereunder referred to as the said NCAMC contract amount).

### **कार्य की व्याप्ति:-**

#### **Scope of Work:**

- i. All the components should be kept clean and tidy.
- ii. Periodic cleaning (wet and dry) of Solar modules, preferably once in a month or less as per site condition.
- iii. Remove dust, vermin, cobwebs and bird nests if any in and around the inverter.
- iv. Checking of power generation, Inverter, DC voltage, DC current, AC voltage, AC current, frequency, String / Array voltages, earthing connections and lightning arrestor once in a quarter.
- v. Inspection of Inverter, ACDB, DCDB, MCCBs MCBs, DC/ AC Surge Protection Devices (SPDs), male and female contacts of MC4 connectors once in a quarter.
- vi. Inspection of all PV modules for any cracks / damage / dust deposition / discoloration.
- vii. Inspection of cables, joints, termination for over heating / burning, loose contacts etc.,
- viii. Inspection of Electrical DBs for corrosion, intrusion of water or insects, seal boxes if required. Check position of switches and breakers. Check operation of all protective devices once in a quarter.
- ix. Checking and tightening of all the fasteners, G.I structure etc.,
- x. In addition to the above, the contractor may carryout necessary activities required / mentioned by OEM to keep the system in satisfactory operating condition.
- xi. Workforce for repair / replacement of all kinds of spares and consumables including upgradation of software if any required.

### **अब एतत द्वारा निम्न सहमति हुई है:**

#### **NOW IT IS HEREBY AGREED AS FOLLOWS:**

1. संविदाकार कथित शर्तों/एमसी अवार्ड पत्र में उल्लिखित तरीके के अनुसार कथित संविदा राशि के भुगतान करने के मद्दे नज़र कथित शर्तों के अधीन कार्य की व्याप्ति में वर्णित काम पूरा करेगा।

In consideration of the said CAMC contract amount to be paid in the manner set forth in the said conditions/CAMC Award Letter, the CONTRACTOR shall upon and subject to the said conditions execute and complete the work described in the said scope of work.

2. बैंक संविदाकार को कथित संविदा राशि कथित शर्तों में विनिर्दिष्ट समय और तरीके से अदा करेगा।

The Bank shall pay the CONTRACTOR the said contract amount at the times and in the manner specified in the said conditions.



3. आयकर विभाग द्वारा समय-समय पर जारी और वर्तमान में लागू दिशा निर्देशों के अनुरूप बैंक स्रोत पर कर (टीडीएस) और अन्य किसी कानून के अंतर्गत लागू कर्टौती करेगा। संबंधित कानून में दिए गए अनुसार कर्टौती नहीं किए जाने के लिए उपयुक्त प्रमाण पत्र निर्धारित समय सीमा के अंदर बैंक द्वारा ऐसी कर्टौती किए जाने से पूर्व प्रस्तुत करने की जिम्मेदारी संविदाकार की होगी।

The Bank shall deduct Tax deducted at Source (TDS) at the appropriate rate as per extant guidelines of the Income Tax department provided from time to time and such other deduction under any other statute and the onus of producing appropriate certificate for non-deduction as provided in the relevant statute by way of intimation within the time limit and before such tax and other such deduction is being made by the bank shall be on the contractor.

4. उप महाप्रबंधक/सहायक महाप्रबंधक, संपदा विभाग, बेलापुर बैंक की ओर से प्राधिकृत प्राधिकारी हैं।

The \_\_\_\_\_ is the Authority authorized on behalf of The Bank.

5. एएमसी के तहत निर्धारित कार्य और शर्तों का दायरा एएमसी नवीकरण पत्र, करार और ठेकेदार द्वारा प्रस्तुत और सहमत निविदा दस्तावेज़ के खंड संख्या 10, 13, 14, 16 and 17 के अनुसार होगा, जिसकी एक प्रति Annexure - I के रूप में इस करार के साथ संलग्न है तथा ठेकेदार कार्य निष्पादित करते समय इसका कड़ाई से पालन करेगा। Annexure - I सम्पूर्ण एएमसी का अभिन्न हिस्सा होगा।

The scope of work and conditions stipulated under NCAMC will be strictly as per the NCAMC renewal letter, agreement and clause no. 10, 13, 14, 16 and 17 of bid document submitted and agreed by the Contractor, a copy of which is attached to this agreement as Annexure - I and the contractor will strictly adhere to it while carrying out the work. Annexure - I will form integral part of the Non-Comprehensive AMC (NCAMC).

6. यह संविदा ₹\_\_\_\_\_ तथा वस्तु एवं सेवा कर के अधीन एसी अन्य देय राशि जिसे इसके बाद "कथित अनुबंध राशि" कहा जाएगा) शामिल है, की दर पर है।

This contract is at the rate of ₹\_\_\_\_\_ as therein arrived at or such other sum as shall become payable there under (herein after referred to as 'the said Contract Amount').

7. संविदाकार द्वारा नियुक्त व्यक्तियों के कार्यों/गलतियों के कारण या संविदाकार के कार्यों/गलतियों के कारण बैंक को हुए किसी नुकसान/हानि की भरपाई संविदाकार द्वारा की जाएगी।

The CONTRACTOR shall make good for any damages/loss caused to the Bank due to the actions/omissions of persons employed by him or because of his actions/omissions during the execution of this contract.

8. यह संविदा \_\_\_\_\_ से \_\_\_\_\_ तक के लिए वैध है और इस संविदा की किसी शर्तों के उल्लंघन या यदि बैंक संविदाकार की सेवा से संतुष्ट नहीं है तो एक महीने का अग्रिम नोटिस देकर बैंक



के पास इस संविदा को समाप्त करने का अधिकार है और ऐसी स्थिति में संविदाकार किसी प्रकार की क्षतिपूर्ति/भरपाई के लिए हकदार नहीं होगा।

This contract is valid from \_\_\_\_\_ to \_\_\_\_\_ and The Bank is entitled to terminate the contract by giving **one-month advance notice**. In case of violation of any of the Terms of this Contract or in case it is not satisfied with the Service of Contractor in which case, the Contractor is not entitled for any Compensation/damages.

9. इस समझौते के निष्पादन से पहले दोनों पक्षों के बीच \_\_\_\_\_ KWP रूफटॉप सोलर सिस्टम के रखरखाव के संबंध में किए गए अन्य समझौते हैं, वे \_\_\_\_\_ से अमान्य हो जाएँगे।

Any other agreement done in respect of maintenance of \_\_\_\_\_ KWP Rooftop Solar System between both the parties prior to the execution of this agreement shall become null and void with effect from \_\_\_\_\_

10. संविदा को समाप्त किए जाने या इसका समय पूरा हो जाने पर संविदाकार बैंक परिसर को खाली करेगा और बैंक से संबंधित सभी सामान/सामग्री/संपत्ति बैंक को वापस करेगा।

On termination of the Contract or on expiry of the Contract, the Contractor shall Vacate the premises of The Bank and shall hand over or return all the articles/ Material/ property pertaining to the Bank.

11. इस संविदा के अंतर्गत बैंक द्वारा सभी भुगतान केवल बेलापुर में किए जाएंगे। भुगतान \_\_\_\_\_ आधार पर बिल प्रस्तुत करने पर किया जाएगा। तथापि त्रैमासिक एवं जरूरत के आधार पर संतोषजनक सेवाएं प्रदान करनी होंगी।

All payment by the Bank under this contract will be made only at \_\_\_\_\_. Payment shall be made on Quarterly basis on submission of bills. However, satisfactory services will have to be provided on Quarterly with monthly cleaning and on call basis.

12. **Penalty:** The contractor shall also attend to **breakdown calls within 48 hours as and when required in addition to routine service reported during normal working hours.** In the event of the contractor not attending to breakdown service and putting back the system in working condition within a period of 48 hours from the date of lodging complaint, a penalty of **Rs.1,000/- per day per unit beyond 48 hrs. of delay will be charged subject to maximum of 10% of the contract amount per instance.** Any default in attending to Preventive Maintenance / cleaning of panels / inspection will also be liable for penalty at pro-rata basis of the contract amount.

13. इस करार के तहत या इससे जुड़े किसी भी कारण से उत्पन्न विवाद \_\_\_\_\_ में उत्पन्न विवाद समझा जाएगा और उसके निपटान का क्षेत्राधिकार \_\_\_\_\_ में ही स्थित न्यायालयों का निर्धारित क्षेत्राधिकार होगा।



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

14. यह सूचित किया जाता है कि संविदाकार इस करार के संबंध में अपने संविदात्मक दायित्वों को पूरा करने के दौरान ठेकदार को मिलने वाली कोई भी जानकारी, सामग्री तथा बैंक के बुनियादी ढांचा/सिस्टम/उपस्टकरों आदि के संबंध में मिलने वाली जानकारी का प्रत्यक्ष या अप्रत्यक्ष रूप से प्रकटीकरण किसी अन्य पक्षकार को नहीं करेगा तथा हमेशा इसे अतिगोपनीय बनाए रखेगा। लागू कानून का अनुपालन करने या संविदा के अधीन अपने दायित्वों को पूरा करने के लिए आवश्यक होने की स्थिति को छोड़कर संविदाकार इस संविदा के ब्यौरों को निजी दायरे में और गोपनीय रखेगा। नियोक्ता की पूर्वलिखित अनुमति के बिना संविदाकार किसी व्यापारिक या तकनीकी पेपर में या अन्यत्र कार्य के विवरण को न तो प्रकाशित करेगा, नहीं प्रकाशन की अनुमति देगा और न ही इसका प्रकटीकरण करेगा। किसी गोपनीय जानकारी के प्रकटीकरण के परिणामस्वरूप बैंक को हुई हानि के लिए संविदाकार बैंक को क्षतिपूर्ति करेगा। उपर्युक्त शर्तों का पालन न करना संविदाकार द्वारा संविदा भंग माना जाएगा और बैंक हुई क्षति का दावा करने तथा कानूनी उपाय करने का हकदार होगा। इस करार के अधीन गोपनीय जानकारी का प्रकटीकरण न किए जाने के दायित्व को सुनिश्चित करने के लिए संविदाकार अपने कर्मचारियों के संबंध में सभी उचित कार्रवाई करेगा। प्रकटीकरण न करने और गोपनीयता के संबंधमें संविदाकार का दायित्व इस करार के समाप्त होने या किसी भी कारण से समाप्त किए जाने तक बना रहेगा।

It is advised that the contractor shall not disclose directly or indirectly any information, materials and details of the Bank's infrastructure/ systems/equipments etc., which may come to the possession or knowledge of the contractor during the course of discharging its contractual obligations in connection with this 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 published, 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.

15. कथित शर्तें इस करार के साथ पढ़ी जाएंगी और इस करार का भाग मानी जाएंगी और इससे संबंधित दोनों पार्टियां कथित शर्तों का पालन करेंगी और अपने-अपने भाग को कथित शर्तों के अनुसार पूरा करेंगी।



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

16. कि इस संविदा के विभिन्न भागों को संविदाकार ने पढ़ और पूरी तरह से समझा लिया है, इसके साक्ष्य के रूप में संविदाकार ने अपनी मुहर (यदि कोई हो तो) लगाई है और बैंक ने भी अपने प्राधिकृत अधिकारी के माध्यम से दोनों की उपस्थिति में हस्ताक्षर किए हैं और उपर्युक्त लिखे गए दिन, माह और वर्ष के दिन दो प्रतियों में दोनों पक्षों द्वारा हस्ताक्षर किए गए हैं।

That the several parts of this contract have been read by the CONTRACTOR and fully understood by the CONTRACTOR, in witness whereof the CONTRACTOR has caused its seal (if any) to be affixed hereunto and The Bank has set its hands to these presents through its duly authorized official and the said two duplicates has caused these presents hereof to be executed on its behalf the day, month and year first here above written.

17. संविदाकार संविदा में उल्लिखित किए गए अनुसार कार्य की प्रगति की आवश्यक दर और कार्य की गुणवत्ता के अनुरूप कारीगरी को सुनिश्चित करने के लिए भारतीय रिजर्व बैंक की संतुष्टि के अनुरूप पर्याप्त संख्या में मजदूरों की नियुक्ति करेगा। संविदाकार कार्य के संबंध में ऐसे किसी भी व्यक्ति को काम पर नहीं लगाएगा जो 18 वर्ष से कम की आयु का हो।

The Contractor shall employ its labour in sufficient numbers to maintain the required rate of progress and of quality to ensure workmanship of the degree specified in the Contract and to the satisfaction of the RBI. The Contractor shall not employ in connection with the Works any person who has not completed eighteen years of age.

18. संविदाकार द्वारा काम पर लगाए गए सभी श्रमिक या कर्मचारी संविदाकार के कर्मचारी माने जाएंगे और ऐसे श्रमिकों/ कर्मचारियों के संबंध में भारतीय रिजर्व बैंक पर किसी भी प्रकार की प्रकृति की जिम्मेदारी नहीं होगी।

All the workers or employees deployed by the contractor shall be considered as the employees of contractor and RESERVE BANK OF INDIA shall not have any liability whatsoever in nature in regard to such workers/employees.

19. संविदाकार उसके द्वारा या उसके उप-संविदाकार द्वारा काम पर लगाए गए श्रमिकों के संबंध में बोली दाता श्रम विनियमन में उल्लिखित सभी मामलों के संबंध में अनुपालन करेगा।

The Contractor shall in respect of labour employed by him or his sub-contractor comply with or cause to be complied with the Contract Labour Regulation in regard to all matters provided therein.

20. संविदाकार मजदूरी अधिनियम, 1936, न्यूनतम मजदूरी अधिनियम, 1948, नियोक्ता दायित्वअधिनियम, 1938 ,कर्मकार प्रति कर अधिनियम, 1923,औद्योगिक विवाद अधिनियम



1947, मातृत्व लाभअधिनियम, 1970, कार्यस्थलपर महिलाओं का यौन उत्पीड़न (रोकथाम, निषेध और निवारण) अधिनियम, 2013 या उसमें किए गए किसी प्रकार के संशोधन या इस से संबंधित अन्यकानून और समय-समय पर बनाए गए नियमों का पालन करेगा।

The contractor shall comply with the provisions of the payment of Wages Act, 1936, Minimum Wages Act, 1948, Employers Liability Act, 1938. Workmen's Compensation Act, 1923, Industrial Disputes Act, 1947, Maternity Benefit Act, 1970, Sexual Harassment of women at work place (Prevention, Prohibition and Redressal) Act, 2013, or any modification thereof or any other law relating thereto and rules made there under from time to time

**21.** संविदाकार निम्न के संबंध में भारतीय रिज़र्व बैंक के पक्ष में बीमा करवाएगा और उसे लागू रखेगा

- i) कार्य के निष्पादन से/दौरान होने वाली तीसरी पार्टी के नुकसान/ व्यक्ति या संपत्ति को हुए नुकसान से उत्पन्न दावा
- ii) कार्य के निष्पादन के दौरान संविदाकार द्वारा काम पर लगाए गए कामगार के कारण हुए नुकसान/क्षति से उत्पन्न दावा
- iii) लागू पीएफ/श्रमकानूनों, ईएसआई, विनियमों आदि का अनुपालन न किए जाने के कारण उत्पन्न कोई दावा

The Contractor shall indemnify and keep indemnified the RESERVE BANK OF INDIA against:

- i) Any claim arising out of third-party loss/damage to life or property caused by/ during execution of the work.
- ii) Any claim arising out of loss/damage to the work men engaged by the contractor during execution of the work.
- iii) Any claim due to non-compliance of applicable PF/ Labour laws, ESI, regulations etc.

**22.** संविदाकार अपने कर्मचारी के लिए आवश्यक बीमा कवर लेना सुनिश्चित करेगा जो **100KWP and 90KWP** रूफटॉप सोलर सिस्टम के रखरखाव के लिए साइट पर जाएगा।

The contractor shall ensure taking necessary insurance cover for its employee who would be visiting the site for maintenance **of 100 KWp and 90 KWp Rooftop solar system.**

**23.** संविदाकार कार्यस्थलों पर महिलाओं का यौन उत्पीड़न (रोकथाम, निषेध और निवारण) अधिनियम, 2013 ("अधिनियम") के प्रावधानों का पूर्ण अनुपालन करने के लिए पूरी तरह जिम्मेदार होंगे। बैंक के परिसर के भीतर अपने कर्मचारी के खिलाफ यौन उत्पीड़न की किसी भी शिकायत के मामले में शिकायत संविदाकार/एजेंसी द्वारा गठित शिकायत समिति के समक्ष दायर की जाएगी संविदाकार/एजेंसी उक्त शिकायत के संबंध में अधिनियम के अंतर्गत समुचित कार्रवाई सुनिश्चित करेगा।



The Contractor / Agency shall be solely responsible for full compliance with the provisions of "the Sexual Harassment of women at work place (Prevention, Prohibition and Redressal) 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 Contractor / Agency and the Contractor/Agency shall ensure appropriate action under the said Act in respect to the complaint.

- 24.** संविदाकार के किसी पीड़ित कर्मचारी द्वारा बैंक के किसी कर्मचारी के विरुद्ध की गई यौन उत्पीड़न की किसी भी शिकायत का संज्ञान बैंक द्वारा गठित क्षेत्रीय शिकायत समिति द्वारा लिया जाएगा।

Any complaint of sexual harassment from any aggrieved employee of the contractor against any employee of the Bank shall be taken cognizance of by the Regional Complaints Committee constituted by the Bank.

- 25.** यदि घटना में संविदाकार का कोई कर्मचारी शामिल होता है तो उस स्थिति प्रदान की जानेवाली किसी भी मौद्रिक प्रतिपूर्ति के लिए संविदाकार उत्तर दायित्व होगा, उदाहरण के लिए बैंक के किसी कर्मचारी को दी जानेवाली मौद्रिक राहत यदि संविदाकार के कर्मचारी द्वारा यौन हिंसा सिद्ध हो जाती है।

The contractor shall be responsible for any monetary compensation that may need to be paid in case the incident involves the employees of the contractor, for instance any monetary relief to Bank's employee, if sexual violence by the Employee of the contractor is proved.

- 26.** कार्यस्थल पर यौन उत्पीड़न की रोक थाम और अन्य संबंधित मुद्दों पर अपने कर्मचारियों को शिक्षित करने की जिम्मेदारी संविदा कार की होगी।

The contractor shall be responsible for educating its employees about prevention of sexual Harassment at workplace and related issues.

- 27.** ठेकेदार बैंक के परिसर में तैनात अपने कर्मचारियों की एक पूर्ण और अद्यतन सूची रखेगा, जिसे बैंक द्वारा मंगवाए जाने पर आसानी से उपलब्ध कराया जा सके।

The contractor shall keep a complete and updated list of its employees who are deployed within the Bank's premises which shall be readily available when called for by the Bank.

- 28.** अप्रत्याशित घटना संबंधी शर्तें (समापन अवधि के दौरान लागू और बाद में प्रतिबद्ध दोष दायित्व अवधि (डीएलपी) और व्यापक वार्षिक रखरखाव अनुबंध (एनसीएमसी) के लिए लागू)

अपने उत्तर दायित्व को पूरा न कर पाने के लिए कोई भी पार्टी उत्तरदायी नहीं होगी यदि विफलता कोई अप्रत्याशित परिस्थितियों के कारण या ऐसी विफलता को रोकने के लिए सर्वोत्तम प्रयासों को पूरा करने के बाद भी, डिफॉल्टर पार्टी के नियंत्रण से परे कारणों के कारण हुई हो, ऐसी विफलता में भगवान के कार्य, युद्ध, दंगे, प्रतिबंध, हमले, लॉकआउट, किसी भी सरकारी प्राधिकारी के कार्य,



लाइसेंस प्राप्त करने में देरी या विधियों, आ गया बाढ़ के तहत आवेदनों को अस्वीकार करना शामिल हो सकते हैं, लेकिन केवल इन तक सीमित नहीं है।

#### **Force Majeure conditions (applicable during the entire NCAMC period):**

Neither Party shall be responsible for any failure to perform due to unforeseen circumstances or due to cause beyond the defaulting Party's control even after exertion of best efforts to prevent such failure, which failure may include, but not be limited to, acts of God, war, riots, embargoes, strikes, lockouts, acts of any Government authority, delays in obtaining licenses or rejection of applications under the statutes, fire or floods.

#### **29. कार्य स्थल पर महिलाओं के यौन उत्पीड़न की रोकथाम का खंड:**

##### **Clause of Prevention of Sexual Harassment at Workplace:**

ए) फर्म, बैंक के परिसर के भीतर अपने (फर्म के) कर्मचारी के खिलाफ यौन उत्पीड़न की किसी भी शिकायत के मामले में पूर्णतः जिम्मेदार होंगी, भारतीय रिजर्व बैंक द्वारा क्षेत्रीय समिति के समक्ष शिकायत दर्ज की जाएगी और बैंक उस शिकायत के संबंध में उक्त अधिनियम के तहत उचित कार्यवाही किया जाना सुनिश्चित करेगा।

a) The firm shall be solely responsible in case of any compliant of sexual harassment against its employee within the premises of the Bank, the complaint will be filed before the Regional Committee constituted by the Reserve Bank of India and Bank shall ensure appropriate action under the said Act in respect of the complaint.

बी) बैंक के किसी भी कर्मचारी के विरुद्ध फर्म के किसी भी कर्मचारी की तरफ से यौन उत्पीड़न होने की कोई भी शिकायत का बैंक द्वारा गठित क्षेत्रीय शिकायत समिति द्वारा संज्ञान लिया जाएगा।

b) Any complaint of sexual harassment from any aggrieved employee of the firm against any employee of the Bank shall be taken cognizance of by the Regional Complaint Committee constituted by the Bank.

सी) यदि फर्म के कर्मचारी किसी भी घटना में शामिल पाये जाते हैं तो किसी भी मौद्रिक क्षतिपूर्ति के लिए फर्म जिम्मेदार होगी, जिसे भुगतान करना पड़ सकता है, उदाहरण के लिए बैंक के कर्मचारी को कोई भी मौद्रिक राहत, अगर समिति द्वारा फर्म के कर्मचारी द्वारा यौन उत्पीड़न किया जाना साबित होता है।

c) The firm shall be responsible for any monetary compensation that may need to be paid in case the incident involves the employees of the firm, for instance any monetary relief to Bank's employees, if sexual violence by the employee of the firm is proved.

डी) फर्म कार्यस्थल पर यौन उत्पीड़न की रोकथाम और संबंधित मुद्दों के बारे में अपने कर्मचारियों को शिक्षित करने के लिए जिम्मेदार होगा।

d) The firm shall be responsible for educating its employees about prevention of sexual harassment at workplace and related issues.



ई) फर्म बैंक परिसर में नियोजित अपने कर्मचारियों की पूर्ण एवं अद्यतित सूची उपलब्ध कराएगा।

e) The firm shall provide a complete and updated list of its employees who are deployed within the Bank's premises.

### 30. गैर-प्रकटीकरण खंड:

ठेकेदार इस करार के निर्वहन के दौरान ठेकेदार के कब्जे या ज्ञान में प्रत्यक्ष या अप्रत्यक्ष रूप से आए बैंक के बुनियादी ढांचे/सिस्टम/उपकरण आदि की किसी भी जानकारी, सामग्री और विवरण का खुलासा किसी तीसरे पक्ष को नहीं करेगा और उसके द्वारा इसे हर समय अत्यंत गोपनीय रखा जाएगा। ठेकेदार संविदा के विवरण को निजी और गोपनीय मानेगा, सिवाय इस सीमा तक जो इस कारार के तहत दायित्वों को पूरा करने या लागू कानूनों का अनुपालन करने के लिए आवश्यक हो। ठेकेदार नियोक्ता की पूर्व लिखित सहमति के बिना किसी व्यापार या तकनीकी पेपर या अन्यत्र कार्यों के किसी भी विवरण को प्रकाशित, प्रकाशित करने की अनुमति या खुलासा नहीं करेगा। किसी भी गोपनीय जानकारी के प्रकटीकरण के परिणामस्वरूप नियोक्ता को होने वाले किसी भी नुकसान के लिए ठेकेदार नियोक्ता को क्षतिपूर्ति देगा। उपर्युक्त का पालन करने में विफलता को ठेकेदार की ओर से संविदा का उल्लंघन माना जाएगा और नियोक्ता नुकसान का दावा करने और कानूनी उपाय अपनाने का हकदार होगा। ठेकेदार यह सुनिश्चित करने के लिए कि इस करार के तहत गोपनीय जानकारी का खुलासा न करने के दायित्व पूरी तरह से संतुष्ट हों, अपने कर्मचारियों के संबंध में सभी उचित कार्रवाई करेगा। गैर-प्रकटीकरण और गोपनीयता के संबंध में ठेकेदार के दायित्व किसी भी कारण से इस करार की समाप्ति या खात्मे के बावजूद बने रहेंगे।

### Non-Disclosure clause:

The Contractor shall not disclose directly or indirectly any information, materials and details of the Bank's infrastructure/systems/equipment etc., which may come to the possession or knowledge of the Contractor during the course of discharging its contractual obligations in connection with this 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 published, 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.



**31. न्यूनतम मजदूरी अधिनियम :** ठेकेदार लागू न्यूनतम मजदूरी अधिनियम व श्रम अधिनियम का अनुपालन करेंगे। किसी भी सांविधिक नियम / अपेक्षाओं के अनुसार जारी नोटिस / दंड, यदि कोई हो तो, उसका भुगतान ठेकेदार द्वारा बैंक पर किसी दावे के बगैर किया जाएगा।

**Minimum Wages Act:** Contractor shall comply with minimum wage act and labour act in force. Notices /penalty, if any, issued /imposed by any statutory norms/requirements shall be paid by the contractor, without any claim to the Bank.

### **32. ठेका श्रम (विनियमन एवं उन्मूलन) अधिनियम (सीएलआरए), 1970**

मैं \_\_\_\_\_ कि उपर्युक्त कार्य मुझे प्रदत्त किया गया है। मैं वचन देता/देती हूँ कि मुझे प्रदत्त कार्य को पूरा करने के लिए मेरे द्वारा लगाए जाने वाले सभी मजदूरों को सभी प्रकार की मजदूरी का वास्तविक भुगतान उस दर पर किया जाएगा जो न्यूनतम मजदूरी अधिनियम 1948 के तहत निर्धारित दर से कम नहीं होगा तथा सीएलआरए अधिनियम 1970 के प्रावधानों के अनुपालन को सुनिश्चित किया जाएगा और साथ ही ऐसे वेतन का भुगतान करने में विफलता के साथ-साथ तथा सीएलआरए अधिनियम 1970 के प्रावधानों का पालन करने में विफलता के कारण सांविधिक प्राधिकारियों द्वारा प्रिंसिपल नियोक्ता के विरुद्ध प्रारंभ की जाने वाली सभी कार्रवाइयों के लिए प्रिंसिपल नियोक्ता को क्षतिपूरित रखने का वचन देता/देती हूँ। मैं समय-समय पर सरकारी अधिकारियों/बैंक के अधिकारियों के निरीक्षण के लिए सभी आवश्यक दस्तावेज/रिकॉर्ड रखूँगा/रखूँगी और उनका रख-रखाव करूँगा/करूँगी।

### **Contract Labour (Regulation & Abolition) Act (CLRA) ,1970**

I \_\_\_\_\_ that the captioned work awarded to me. I undertake to actually pay wages to all labourers of all description to be engaged by me for completion of \_\_\_\_\_ work awarded to me at the rate which is not less than the one prescribed under Minimum Wages Act 1948 and to ensure compliance to the provisions of CLRA Act 1970 and also keep the Principle Employer indemnified against all the actions that may be initiated against the Principle Employer by the Statutory Authorities for his failure to pay such wages and for failure to comply with the provisions of CLRA Act 1970. I shall keep and maintain all necessary documents/records for inspection of Government authorities/Bank's officials from time to time.

### **33. व्यक्तियों और संपत्ति के नुकसान के संबंध में बीमा**

ठेकेदार, व्यक्तियों, जानवरों या वस्तुओं को होने वाली सभी हानि या क्षति के लिए और ठेकेदार या किसी उप-ठेकेदार या किसी नामित उप-ठेकेदार या उनके किसी भी कर्मचारियों की ओर से किसी भी चूक से उत्पन्न होने वाली संपत्ति के सभी नुकसान के लिए जिम्मेदार होगा। इस खंड के तहत आने वाले दायित्व में, अन्य बातों के साथ-साथ, संरचनाओं को किसी भी तरह की हुई क्षति भी शामिल होगा, चाहे वह कार्यस्थल के निकट हो या अन्यथा; सड़कों, गलियों, फुटपाथों, पुलों के साथ-साथ इमारतों और अन्य संरचनाओं और कार्यों को हुई क्षति जो इस करार से संबंधित हो। बारिश, हवा, पाला या मौसम की अन्य खराबियों के कारण इस अनुबंध के तहत आने वाले भवन और अन्य संरचनाओं और कार्यों को हुए किसी



भी नुकसान के लिए भी ठेकेदार जिम्मेदार होगा। ठेकेदार, नियोक्ता को क्षतिपूर्ति करेगा और क्षतिपूरत रखेगा और उसे सभी और किसी भी तरह की क्षति से उत्पन्न होने वाले किसी भी नुकसान और व्यय के संबंध में और किसी भी चोट या क्षति के संबंध में किए गए किसी भी दावे के खिलाफ उसे क्षतिपूरित रखेगा, चाहे वह किसी भी कानून के तहत या अन्यथा और ऐसे दावों के परिणामस्वरूप किसी अवार्ड या मुआवजे या क्षति से संबंधित हो।

ठेकेदार, अपने स्वयं के खर्च पर, इस अनुबंध के तहत वास्तविक पूर्णता प्रमाण पत्र जारी होने तक, IRDAI द्वारा प्राधिकृत एक बीमा कंपनी के साथ, भूकंप जोखिम सहित अनुबंध की पूरी राशि के लिए बीमा हेतु सर्व जोखिम नीति को प्रभावी और बनाए रखेगा जो सभी जोखिम नीति को कवर करने के लिए नियोक्ता और ठेकेदार के संयुक्त नामे (पहले पक्षकार का नाम पहले रखा जाए) होगा तथा इसे काम शुरू करने से पहले नियोक्ता के पास जमा करना होगा।

ठेकेदार इस खंड में उल्लिखित सभी प्रकार के नुकसान की पूर्ति करेगा ताकि पूरे कार्यों की डिलीवरी हर तरह से पूर्ण और सही हो और संपत्ति या तीसरे पक्ष के नुकसान के सभी दावों को पूरा करे या अन्यथा पूर्ति करे।

ठेकेदार किसी भी व्यक्ति द्वारा नियोक्ता के खिलाफ अनुबंधित कार्यों या उसके परिणामी सभी दावों के लिए नियोक्ता को क्षतिपूर्ति करेगा और क्षतिपूरित भी रखेगा, और अपने स्वयं के खर्च पर अनुबंध के वास्तविक समापन तक प्रभावी और बनाए रखेगा, साथ ही ऐसे जोखिम को कवर करने के लिए IRDAI द्वारा प्राधिकृत बीमा कंपनी के साथ नियोक्ता और ठेकेदार के संयुक्त नामे एक बीमा पॉलिसी (पॉलिसी में पहले पक्षकार का नाम पहले होगा) रखेगा तथा इसे कार्य प्रारम्भ करने से पहले जमा करना होगा। ठेकेदार इस अनुबंध की अवधि के दौरान नियोक्ता पर किए गए सभी दावों के लिए नियोक्ता को क्षतिपूर्ति भी करेगा, चाहे वह कामगार मुआवजा अधिनियम या किसी अन्य कानून के तहत हो या ठेकेदार या उप-ठेकेदार के किसी भी कर्मचारी के संबंध में या सामान्य कानून के तहत हो और इसे अपने स्वयं के खर्च पर अनुबंध के वास्तविक समापन तक प्रभावी और बनाए रखेगा या अनुबंध अवधि के दौरान नियोक्ता द्वारा अनुमोदित बीमा कंपनी के साथ, ऐसे जोखिमों को कवर करने हेतु बीमा पॉलिसी बनाए रखेगा और इस पॉलिसी को समय-समय पर नियोक्ता के पास जमा करेगा।

ऊपर दिए गए प्रावधान के अनुसार बीमा करने वाले ठेकेदार द्वारा चूक किए जाने की स्थिति में, नियोक्ता इस प्रकार की बीमा पॉलिसी खरीद सकता और इसके प्रीमियम की कटौती ठेकेदार को देय भुगतान में से कर सकता है।

ठेकेदार ऊपर उल्लिखित बीमा पॉलिसियों में नहीं शामिल किसी भी देयताओं के लिए जिम्मेदार होगा और साथ ही, किसी भी व्यक्ति, जानवर को हुई क्षति या इस अनुबंध को गलत तरीके से पूरा करने के परिणामस्वरूप हुई क्षति, जिसका कारण कुछ भी रहा हो, से संबंधित देयताओं के लिए जिम्मेदार होगा।

ठेकेदार किसी भी दावे या कार्य से संबंधित किसी भी दावे या कार्यवाही से उत्पन्न होने वाले सभी और किसी भी लागत, शुल्क या व्यय तथा इससे होने वाली किसी भी क्षति या मुआवजे के लिए नियोक्ता को क्षतिपूर्ति करेगा और क्षतिपूरित रखेगा।



इस तरह की चूक के संबंध में ठेकेदार के खिलाफ नियोक्ता के अन्य अधिकारों पर प्रतिकूल प्रभाव डाले बिना, नियोक्ता ठेकेदार को इस खंड के तहत देय किसी भी राशि में से किसी भी नुकसान की राशि, मुआवजे की लागत, शुल्क और नियोक्ता द्वारा भुगतान किए गए अन्य खर्चों की कटौती करने का हकदार होगा।

ठेकेदार इस खंड के तहत ली गई पॉलिसी के अनुरूप बीमाकर्ता द्वारा निपटान किए जाने पर, क्षतिग्रस्त कार्यों के पुनर्निर्माण या मरम्मत के लिए समुचित सावधानी के साथ आगे बढ़ेगा। इस घटना में इस तरह के नुकसान के संबंध में बीमाकर्ता से प्राप्त सभी धन का भुगतान ठेकेदार को किया जाएगा और ठेकेदार नष्ट या क्षतिग्रस्त सामग्री या माल के पुनर्निर्माण या मरम्मत के लिए किए गए खर्च के संबंध में किसी भी अन्य भुगतान के लिए हकदार नहीं होगा।

ठेकेदार, क्षति के बाद पुनर्निर्माण या पुनर्स्थापना के मामले में, नियोक्ता द्वारा निर्धारित उचित समय विस्तार के लिए हकदार होगा, लेकिन नियोक्ता यहां निर्धारित किसी भी दावे के निपटान में बीमाकर्ता द्वारा अंतिम रूप से भुगतान की गई राशि में किसी भी कमी या कमी के लिए प्रतिपूर्ति का हकदार नहीं होगा।

इस खंड के तहत अपने दायित्व पर प्रतिकूल प्रभाव डाले बिना, ठेकेदार सभी नामित उप-ठेकेदारों को इस खंड के प्रावधानों के अनुसार, कार्यों के अपने-अपने हिस्से के लिए, बीमा की समान नीतियों को लागू करेगा और इस प्रकार की बीमा पॉलिसी नियोक्ता को प्रस्तुत करेगा। ठेकेदार, नामित उप-ठेकेदार को तब तक कार्य-स्थल पर काम शुरू करने की अनुमति नहीं देगा जब तक कि उक्त बीमा पॉलिसी प्रस्तुत नहीं की जाती है। कार्य-स्थल पर काम शुरू करने से पहले उप-ठेकेदार द्वारा बीमा की ऐसी पॉलिसी लेने में विफल रहने की स्थिति में, ठेकेदार, उक्त उप-ठेकेदार के कारण होने वाले किसी भी दावे या क्षति के लिए जिम्मेदार होगा।

कोविड-19 या किसी अन्य प्रकार के व्यवधान, यदि कोई हो, के कारण विस्तारित अवधि के लिए भी बीमा की लागत ठेकेदार को वहन करनी होगी।

### **Insurance in respect to damages to persons and property**

The Contractor shall be responsible for all injury or damage to persons, animals or things and for all damage to property which may arise from any factor omission on the part of the Contractor or any Sub-Contractor or any nominated Sub-Contractor or any of their employees. The liability under this clause shall cover also, inter alia any damages to structures, whether immediately adjacent to the works or otherwise; any damage to roads, streets, footpaths, bridges as well as damage caused to the buildings and other structures and works forming the subject matter of this contract. The contractor shall also be responsible for any damage caused to the building and other structures and works forming the subject, matter of this contract due to rain, wind, frost or other inclemency of weather. The contractor shall, indemnify and keep indemnified the Employer and hold him harmless in respect of all and any loss and expenses arising from any such injury or damage to persons or property as aforesaid and also against any claim made in respect of injury or damage, whether under any statute or otherwise and also in respect of any award or compensation or damage consequent upon such claims.



The Contractor shall, at his own expense, effect and maintain till issue of the virtual completion certificate under this contract, with an insurance company authorized by the Insurance Regulatory and Development Authority (IRDAI), an All Risk Policy for Insurance for the full amount of the contract including earthquake risk, Fire Risk in the joint names of the employer and the contractor (the name of the former being placed first in the policy) against all risk policy for contractors and deposit such policy or policies with the employer before commencing the works.

The contractor shall reinstate all damage of every sort mentioned in this Clause so as to do delivery of the whole of the works complete and perfect in every respect and so as to make good or otherwise satisfy all claims for damage to property or third parties.

The Contractor shall also indemnify and keep indemnified the Employer against all claims which may be made against the Employer by any person in respect of anything which any arise in respect of the works or in consequence thereof and shall at his own expense, effect and maintain until the virtual completion of the contract, with an Insurance Company authorized by the IRDAI a policy of Insurance against such risk and deposit such policy. The contractor shall also indemnify the employer against all claim which may be made upon the Employer, whether under the Workmen's Compensation Act or any other statute in force, during the currency of this contract or at Common Law in respect of any employee of the contractor or of Sub-Contractor and shall at his own expense effect and maintain until the virtual completion of the contract or with an Insurance Company, approved by the Employer, a policy of insurance against such risks and deposit such policy or policies with the Employer from time to time during the currency of this contract.

In default of the contractor insuring as providing above, the employer may so insure and may deduct the premiums paid from any moneys due or which may become due to the contractor.

The contractor shall be responsible for any liability which may not be covered by the Insurance Policies referred to above and also for all other damages to any person, animal or defective carrying out of this contract, whatever, may be the reasons due to which the damage shall have been caused.

The contractor shall also indemnify and keep Indemnified the Employer against all and any costs, charges or expenses arising out of any claim or proceedings relating to the works and also in respect of any of damage or compensation arising there from.

Without prejudice to the other rights of the employer against contractor in respect of such default, the employer shall be entitled to deduct from any sums payable to the contractor the amount of any damages, compensation costs, charges and other expenses paid by the employer, and which are payable the contractor under this clause.

The Contractor shall upon settlement by the insurer pursuant to a policy taken under this clause, proceed with due diligence to rebuild or repair the works destroyed or damaged. In this event all the monies received from the Insurer in respect of such damage shall be paid to the Contractor and the contractor shall not be entitled to any



further payment in respect of the expenditure incurred for rebuilding or repairing of the materials or goods destroyed or damaged.

The contractor, in case of re-building or reinstatement after damage shall be entitled to such extension of time for completion as the Employer may deem fit, but shall, however, not be entitled to reimbursement by the employer of any shortfall or deficiency in the amount finally paid by the insurer in settlement of any claim arising as set out herein.

Without prejudice to his liability under this clause, the contractor shall also cause all nominated sub-contractors to effect, for their respective portions of the works, similar policies of insurance in accordance with the provisions of this clause and shall produce or cause to produce to the employer such policies. The contractor shall not permit a nominated sub-contractor to commence work at the site unless the said insurance policies are submitted. In the event of failure of the sub-contractor to take out such a policy of insurance before commencing the works at the site, the contractor shall be responsible for any claim or damage attributable to the said sub-contractor.

The cost of insurance has to be borne by the Contractor even for the extended period if any due to COVID-19 or any other kind of disruption.

#### 34. एक बोलीदाता निम्नलिखित आधारों पर डिबारमेंट/बोली से अयोग्यता के लिए उत्तरदायी है:

1. यदि यह निर्धारित किया जाता है कि बोलीदाता ने सत्यनिष्ठा संहिता के उल्लंघन में निम्नलिखित कार्य या चूक की है:

- a. मैं एक खरीद प्रक्रिया में अनुचित लाभ या अन्यथा खरीद प्रक्रिया को प्रभावित करने के बदले प्रत्यक्ष या अप्रत्यक्ष रूप से प्रस्ताव, याचना या रिश्वत, इनाम या उपहार या किसी भी भौतिक लाभ की स्वीकृति।
- b. कोई भी चूक या गलत बयानी जो गुमराह कर सकती है या गुमराह करने का प्रयास कर सकती है ताकि वित्तीय या अन्य लाभ प्राप्त किया जा सके, या किसी दायित्व से बचा जा सके।
- c. किसी भी मिलीभगत, बोली में हेराफेरी या प्रतिस्पर्धा-विरोधी व्यवहार जो पारदर्शिता, निष्पक्षता और खरीद प्रक्रिया की प्रगति को बाधित कर सकता है।
- d. खरीद प्रक्रिया में या व्यक्तिगत लाभ के लिए अनुचित लाभ प्राप्त करने के इरादे से खरीदकर्ता इकाई द्वारा बोलीदाता को प्रदान की गई जानकारी का अनुचित उपयोग।
- e. निविदा या अनुबंध की निष्पादन प्रक्रिया से संबंधित बोलीदाता और खरीद इकाई के किसी भी अधिकारी के बीच कोई वित्तीय या व्यावसायिक लेनदेन, जो प्रत्यक्ष या अप्रत्यक्ष रूप से खरीद इकाई के निर्णय को प्रभावित कर सकता है।
- f. खरीद प्रक्रिया को प्रभावित करने के लिए प्रत्यक्ष या अप्रत्यक्ष रूप से, किसी भी हिस्से या उसकी संपत्ति को नुकसान पहुंचाने या नुकसान पहुंचाने के लिए कोई जबरदस्ती या कोई खतरा।
- g. खरीद प्रक्रिया की किसी भी जांच या लेखा परीक्षा में बाधा।
- h. किसी निविदा प्रक्रिया में भाग लेने या अनुबंध सुरक्षित करने के लिए झूठी घोषणा करना या झूठी जानकारी प्रदान करना।



- i. हितों के टकराव का खुलासा करने में विफल
- j. पिछले तीन वर्षों के दौरान भारत या किसी अन्य देश में किसी भी सार्वजनिक संस्थान / संस्था के साथ उपखंड (i) के प्रावधानों के संबंध में किए गए किसी भी पिछले उल्लंघन का खुलासा करने में विफल रहा या किसी सार्वजनिक खरीद संस्थान / संस्था द्वारा प्रतिबंधित किया गया।
- 2. सत्यनिष्ठा संहिता के उल्लंघन के अलावा बोलीदाता द्वारा किसी भी कार्रवाई या चूक के लिए, जो बैंक की राय में घटिया सामग्री की आपूर्ति, सामग्री की गैर-आपूर्ति, कार्यों का परित्याग, - कार्यों की मानक गुणवत्ता, निविदा की शर्तों का पालन करने में विफलता आदि।
- 3. यदि बोलीदाता को किसी अपराध का दोषी ठहराया गया है - (ए) भ्रष्टाचार निवारण अधिनियम, 1988 के तहत; या (बी) सार्वजनिक खरीद अनुबंध के निष्पादन के हिस्से के रूप में जीवन या संपत्ति के किसी भी नुकसान या सार्वजनिक स्वास्थ्य के लिए खतरा पैदा करने के लिए भारतीय दंड संहिता या किसी भी समय लागू कोई अन्य कानून।

**A bidder is liable for debarment / disqualification from bidding on the following grounds:**

1. If it is determined that the bidder has committed the following acts or omissions in contravention of the code of integrity:
  - a. making offer, solicitation or acceptance of bribe, reward or gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process.
  - b. any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefit may be obtained, or an obligation avoided.
  - c. any collusion, bid rigging or anticompetitive behavior that may impair the transparency, fairness and the progress of the procurement process.
  - d. improper use of information provided by the procuring entity to the bidder with an intent to gain unfair advantage in the procurement process or for personal gain.
  - e. any financial or business transactions between the bidder and any official of the procuring entity related to the tender or execution process of contract, which can affect the decision of the procuring entity directly or indirectly.
  - f. any coercion or any threat to impair or harm directly or indirectly, any part or its property to influence the procurement process.
  - g. obstruction of any investigation or auditing of a procurement process.
  - h. making false declaration or providing false information for participation in a tender process or to secure a contract.
  - i. failed to disclose conflict of interest.



j. failed to disclose any previous transgressions made in respect of the provisions of sub clause with any public institution / entity in India or any other country during the last three years or of being debarred by any public procuring institution / entity.

2. For any actions or omissions by the bidder other than violation of code of integrity, which in the opinion of the Bank warrants debarment, for the reasons like supply of sub-standard material, non-supply of material, abandonment of works, sub-standard quality of works, failure to abide terms of the tender etc.,

3. If the bidder has been convicted of an offence – (a) under the Prevention of Corruption Act, 1988; or (b) the Indian Penal Code or any other law for the time being in force, for causing any loss of life or property or causing a threat to the public health as part of execution of a public procurement contract.

### 35. मध्यस्थता द्वारा विवाद का निपटारा

किसी भी प्रकार के सभी विवाद और मतभेद, जो अनुबंध या कार्य के निष्पादन के संबंध में या के संबंध में उत्पन्न होते हैं (चाहे कार्यों की प्रगति के दौरान या उनके पूरा होने के बाद और अनुबंध के परित्याग या उल्लंघन के निर्धारण से पहले या बाद में) बैंक द्वारा संदर्भित और तय किया जाएगा जो लिखित रूप में अपना निर्णय बताएगा। ऐसा निर्णय अंतिम प्रमाणपत्र या अन्यथा के रूप में हो सकता है। किसी भी अपेक्षित मामले के संबंध में बैंक का निर्णय अंतिम होगा और अपील के बिना जैसा कि उसमें कहा गया है। लेकिन यदि ठेकेदार किसी भी मामले पर असंतुष्ट है, जिस पर बैंक द्वारा उपरोक्त निर्णय लिया जाता है, तो किसी भी अपेक्षित मामले को छोड़कर, ठेकेदार ऐसे निर्णय की सूचना प्राप्त करने के 28 दिनों के भीतर दूसरे पक्ष को एक लिखित नोटिस दे सकता है, जिसमें यह अपेक्षा की जाती है कि विवादित मामलों में मध्यस्थता की जाए। इस तरह की लिखित सूचना में उन मामलों को निर्दिष्ट किया जाएगा, जो विवाद या मतभेद में हैं, जिसके लिए ऐसी लिखित सूचना दी गई है। यदि दोनों पक्ष सहमत होते हैं, तो इस उद्देश्य के लिए एक ही मध्यस्थ नियुक्त किया जाएगा। यदि एकल मध्यस्थ की नियुक्ति पर कोई समझौता नहीं हो पाता है, तो दोनों पक्ष अपनी ओर से एक-एक व्यक्ति को मध्यस्थ के रूप में नामित करेंगे। पार्टियों द्वारा नामित दो मध्यस्थ तीसरे मध्यस्थ के रूप में कार्य करने के लिए एक और व्यक्ति को नामित करेंगे।

मध्यस्थ या मध्यस्थों, जैसा भी मामला हो, के पास किसी भी प्रमाण पत्र, राय, निर्णय, मांग या नोटिस को खोलने, समीक्षा करने और संशोधित करने की शक्ति होगी, अपवादित मामलों के संबंध में छोड़कर, पूर्ववर्ती खंड में संदर्भित, और निर्धारित करने के लिए विवाद के सभी मामले जो मध्यस्थता के लिए प्रस्तुत किए जाएंगे और जिनमें से पूर्वकृत के रूप में नोटिस दिया जाएगा।

मध्यस्थ या मध्यस्थों, जैसा भी मामला हो, एक वर्ष के भीतर अपना निर्णय देगा (या ऐसा आगे बढ़ाया गया समय जैसा कि उसके द्वारा तय किया जा सकता है या पार्टियों की सहमति से मामला हो सकता है) की तारीख से संदर्भ में प्रवेश। यदि मध्यस्थता की कार्यवाही के दौरान पक्ष परस्पर अपने विवाद या मतभेद को सुलझा लेते हैं या समझौता कर लेते हैं, तो पार्टियों द्वारा समझौते या समझौते का संयुक्त ज्ञापन दाखिल करने पर, मध्यस्थ या मध्यस्थ, जैसा भी मामला हो, इस तरह के समझौते के संदर्भ में एक निर्णय देगा। या समझौता।



इस तरह के किसी भी संदर्भ पर, संदर्भ और पुरस्कार के लिए आकस्मिक लागत पर निर्णय क्रमशः मध्यस्थ या मध्यस्थों के विवेक पर होगा, जो उस राशि का निर्धारण कर सकते हैं या पार्टी के बीच उस पर कर लगाने का निर्देश दे सकते हैं। और पार्टी, और किसके द्वारा और किसके द्वारा और किस तरीके से वहन और भुगतान किया जाएगा। इस निवेदन को भारतीय मध्यस्थता और सुलह अधिनियम, 1996 या उसके किसी भी वैधानिक संशोधन के अर्थ के भीतर मध्यस्थता के लिए प्रस्तुत करना माना जाएगा।

मध्यस्थ या मध्यस्थों का निर्णय, जैसा भी मामला हो, अंतिम और पार्टीयों के लिए बाध्यकारी होगा। यह सहमति है कि ठेकेदार ऐसे किसी भी मामले, प्रश्न या विवाद को मध्यस्थता के लिए भेजे जाने के कारण कार्यों को पूरा करने में देरी नहीं करेगा, लेकिन सभी उचित परिश्रम के साथ कार्यों को आगे बढ़ाएगा और मध्यस्थ या मध्यस्थों के निर्णय तक करेगा, जैसा भी मामला हो, दिया जाता है, बैंक के निर्णय का पालन करें। मध्यस्थ या मध्यस्थों का कोई भी निर्णय, जैसा भी मामला हो, ठेकेदार को कार्यों के वास्तविक निष्पादन के संबंध में बैंक के निर्देशों का सख्ती से पालन करने के अपने दायित्वों से मुक्त नहीं करेगा। नियोक्ता और ठेकेदार इस बात से भी सहमत हैं कि इस खंड के तहत मध्यस्थता अनुबंध के तहत कार्रवाई के किसी भी अधिकार के लिए एक पूर्व शर्त होगी। मध्यस्थता का स्थान भोपाल, भारत होगा।

### **Settlement of dispute 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 expected matters shall be final and without appeal as stated in thereof. But if 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.

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. The venue of arbitration shall be BELAPUR, INDIA.

### **36. कोविड -19 की वर्तमान महामारी की स्थिति में पालन किए जाने वाले शिष्टाचार, बचाव उपाय और सुरक्षा मानदंड:**

ठेकेदारों को कोविड -19 की वर्तमान महामारी की स्थिति के दौरान बैंक द्वारा निर्धारित सभी सुरक्षा, हिफाजती मानदंडों और मानक प्रोटोकॉल का पालन करना होगा जैसे कि मास्क पहनना, हैंड सैनिटाइज़र का उपयोग करना, नियमित रूप से साबुन डिस्पेंसर से हाथ धोना, हाथ के दस्ताने पहनना, संबंधित श्रमिकों की केवल कार्य स्थल तक आवाजाही, नियमित सुरक्षा जाँच आदि। इसका उल्लंघन करने पर बैंक के शिष्टाचार व सुरक्षा अधिकारी द्वारा प्रत्येक अवसर पर जुर्माना लगाया जा सकता है, जो ठेकेदारों को देय भुगतान से वसूल किया जा सकता है।

Protocols, safety measures and security norms of present pandemic situation of Covid-19 to be followed: The contractors shall follow all security, safety norms and the standard protocol laid down by the Bank during the present pandemic situation of Covid -19 like wearing mass, using hand sanitizer, regularly washing hands with soap dispensers, wearing hand gloves, movement of the workers only pertaining to the workplace, regular security checks etc. The violation of the same may be entitled for penalty on each occasion imposed by the Bank's P & SO, which may be recovered from the payment due to the contractors.

### **37. Business Continuity Plan Clause:**

"The Contractor shall, at its sole expense, develop, maintain, and implement a comprehensive Business Continuity Plan (BCP) and Disaster Recovery (DR) procedures, designed to ensure the continuous and uninterrupted provision of all services outlined in this Agreement. This BCP shall address, but not be limited to disruptions arising from:



- i. **Loss of Key Personnel:** Including the proprietor's death, permanent incapacitation, or critical staff shortages. The plan must identify key roles, designate trained successors or deputies, and outline procedures for rapid replacement or interim management.
- ii. **Loss or Damage to Facilities/Equipment:** Procedures for managing disruptions due to damage to contractor's premises, equipment failure, or unavailability of essential resources (e.g., cleaning supplies, vehicles).
- iii. **Natural Disasters and Other Emergencies:** Plans for responding to fire, flood, earthquake, widespread illness, civil unrest, or other force majeure events impacting operations.
- iv. **System or Communication Failure:** Measures to ensure continuity if communication lines or essential IT systems fail.

#### **38. Succession and Continuity Clause:**

"In the event of the proprietor's death or permanent incapacitation, the Contractor shall immediately notify the Employer. The contract shall include a pre-identified designated successor (e.g., a family member or key employee) who is legally authorized and capable of taking over the management and operations of the contract. The Contractor shall provide details of such successor, along with their consent and relevant legal documentation (e.g., Power of Attorney, partnership deed if transitioning to a firm) at the time of contract signing. This successor must agree to be bound by all terms and conditions of the contract. The Employer reserves the right to approve or reject the proposed successor based on their qualifications and experience."

#### **39. Emergency Contact and Information Access:**

"The Contractor shall provide the Employer with emergency contact details of at least two key individuals (e.g., a senior supervisor and a family member authorized to act) who can be contacted in unforeseen circumstances, including the proprietor's death. Furthermore, the Contractor shall maintain a secure and accessible document outlining critical operational information, including staff details, payroll procedures, key supplier contacts, and emergency funds access, to facilitate a rapid takeover. This document's location and access protocol shall be shared with the Employer's designated point of contact."

#### **40. Immediate Interim Management (Employer's Right):**

"In the event of the proprietor's death or incapacitation, and pending formal contractual arrangements with a successor, the Employer reserves the right to immediately take over the interim management of the housekeeping services, utilizing existing deployed staff and assets, to ensure continuity. The Contractor's estate shall cooperate fully in such interim arrangements, and any reasonable costs incurred by the Employer for such interim management shall be recoverable from the Contractor's outstanding dues or Performance Bank Guarantee."

#### **41. Termination Clause for Proprietor's Death:**

"The Employer shall have the right to terminate this contract with immediate effect in the event of the proprietor's death or permanent incapacitation, without prejudice to any



other rights or remedies available to the Employer under this contract or law. The Employer shall then have the right to appoint an alternate contractor to complete the remaining scope of work at the risk and cost of the original Contractor's estate."

#### 42. ठेकेदार द्वारा किसी चूक के कारण संविदा की समाप्ति के मामले में ठेकेदार से वसूल की जाने वाली क्षतिपूर्ति:

यदि कार्य/संविदा के पूरा होने से पहले किसी भी पक्ष द्वारा संविदा को समाप्त कर दिया जाता है तो यह माना जाता है कि, ठेकेदार निर्धारित समय अवधि और स्वीकृत विस्तार अवधि में उपर्युक्त कार्य को पूरा करने में विफल रहे हैं। बचा हुआ या शेष कार्य सीधे बैंक द्वारा ठेकेदारों के जोखिम और लागत पर किया जाएगा। इस तरह की जोखिम और लागत राशि यानी ठेकेदारों की निविदा दरों के आधार पर लागत और कार्य पूरा करने के लिए बैंक द्वारा की गई नई संविदा की दरों के अनुसार प्राप्त राशि के बीच अंतर की गणना से प्राप्त राशि होगी। यह जोखिम और लागत राशि जो कि संविदा की जबरन समाप्ति और कार्य को पूर्ण करने में व्यर्थ हुए समय के कारण बैंक द्वारा उठाया गया एक प्रत्यक्ष वित्तीय नुकसान है, ठेकेदारों को देय किसी भी राशि जैसे अंतिम बिल की सकल राशि, निष्पादन बैंक गरंटी राशि, संविदा की अद्यतित परिवर्तित प्रतिभूति जमा (ईएमडी और आरएमडी) इसके अतिरिक्त सभी संपदा कक्षों / कार्यालय यानी संपदा कार्यालय, सीबीडी बेलापुर में लंबित किसी भी अन्य बिल / बिलों सहित के समक्ष देय राशि में से वसूल की जाएगी।

#### Compensation to be recovered from the Contractors in case of default on account of termination of contract:

If the contract is terminated from either of the party before completion of work/contract, it is treated that, the contractors are failed to complete the captioned work in stipulated time period and the approved extension. The left over or balance work will be carried out directly by the bank at the risk and cost of the contractors. Such risk and cost amount i.e. amount arrived by evaluating the difference of cost between cost based on tender rates of the contractors and as per the rates of new contract engaged by the Bank for completion of work. This risk and cost amount will be recovered by the bank, which is a direct financial loss incurred by the bank on account of forced termination of contract and against the time lost in completion of the work from any amount payable to the contractors such as gross amount of final bill, Performance Bank Guarantee amount, up to date converted Security Deposit (EMD and RMD) of the contract further including amount payable against any other bill/bills pending at all the Estate Cells/Office i.e. Estate office, CBD Belapur.

यदि ठेकेदार एक साझेदारी फर्म अथवा व्यक्ति हो If the Contractor is a partnership firm or an individual	गवाह जिनकी मौजूदगी में ऊपर उल्लिखित दिनांक और वर्ष को नियोक्ता और ठेकेदार दोनों ने इस करार को निष्पादित करने हेतु हस्ताक्षर किया है और इसे दो प्रतियों में तैयार किया गया है।  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.
--	--



यदि ठेकेदार एक कंपनी हो	गवाह जिनकी मौजूदगी में ऊपर उल्लिखित दिनांक और वर्ष को इस करार को निष्पादित करने हेतु नियोक्ता और ठेकेदार दोनों ने अपने विधिवत प्राधिकृत अधिकारियों के माध्यम से मुहर सहित हस्ताक्षर किया है तथा इसे दो प्रतियों में तैयार किया गया है।  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 / has caused these presents and the said two duplicates hereof to be executed on its behalf, the day and year first hereinabove written.
If the Contractor is a company	

### **हस्ताक्षर खण्ड/ Signature Clause:**

भारतीय रिज़र्व बैंक की ओर से निम्नलिखित द्वारा हस्ताक्षर और सुपुर्द किया गया।

SIGNED AND DELIVERED by the Reserve Bank of India by the hand of  
श्री /Shri .....

(नाम और पदनाम)/(Name and designation)

की उपस्थिती में/in the presence of

(1)-----

(नाम और पदनाम)/ (Name & Designation)

संपदा विभाग/ Estate Department

भारतीय रिज़र्व बैंक, बेलापुर कार्यालय/ Reserve Bank of India, Belapur (गवाह/Witness)

(2)-----

(नाम और पदनाम)/ (Name & Designation)

संपदा विभाग/ Estate Department

भारतीय रिज़र्व बैंक, बेलापुर कार्यालय/ Reserve Bank of India, Belapur (गवाह/Witness)

द्वारा हस्ताक्षरित और सुपुर्द SIGNED AND DELIVERED BY

यदि पार्टी साझेदारी फर्म या एक व्यक्ति है तो सभी साझेदारों द्वारा या उन सभी की ओर से हस्ताक्षरित किया जाना चाहिए।

If the party is a partnership firm or an Individual should be signed by all or on behalf of all the Partners

निम्न की उपस्थिती में In the presence of:

(1)-----

पता/Address: -----

(गवाह/Witness)

(2)-----

पता/Address: -----



-----  
(गवाह/Witness)

**नोट Note:**

बैंक, ठेकेदार के साथ करार करने से पहले करार की शर्तों में संशोधन करने का अधिकार सुरक्षित रखता है।

**Bank reserves the right to modify the contents of the Articles of the Agreement before the agreement is entered with the contractor.**



## **Proforma of Bank Guarantee for Performance Security Deposit**

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

BG. No.....

Issue Date .....

Amount:.....

Expiry Date.....

To:

The .....  
Reserve Bank of India  
Estate .....  
.....

Dear Sir,

**Name of Work: Non-Comprehensive Annual Maintenance Contract (NCAMC) for 100 KWp Roof top Solar power systems at Bank's Main office building, Belapur and 90 KWp Roof top Solar power systems at PDC, Kharghar.**

### **Bank Guarantee for PERFORMANCE SECURITY DEPOSIT/ Retention Money**

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 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 by the said contractor of the terms and conditions contained in the 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 upto \_\_\_\_\_ (60 days beyond the Defect liability period) 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

Email and Contact Number:

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).



**Undertaking regarding declaration of debarment by public institution(s)**

**(To be submitted by the bidder on their letter head)**

**Name of Work: Non-Comprehensive Annual Maintenance Contract (NCAMC) for 100 KWp Roof top Solar power systems at Bank's Main office building, Belapur and 90 KWp Roof top Solar power systems at PDC, Kharghar.**

1. I / We \_\_\_\_\_ (Name of the bidder) declares that,

- a) I / We or any of our allied firm\* is / or not debarred / suspended / blacklisted by any public institution / entity in India or any other country as on \_\_\_\_\_ (last date of submission of bid).
- b) I / We or any of our allied firm\* have not made any transgression in respect of the code of integrity (as mentioned in the bid) with any public institution / entity in India or any other country in last three years as on \_\_\_\_\_ (last date of submission of bid).
- c) We will inform the Bank in writing, in case, I / We or any of our allied firm\* is / are debarred / suspended / blacklisted by any public institution / entity in India or any other country on or before award of work for the captioned work.

2. I / We \_\_\_\_\_ (Name of the bidder) declares that, I / We or any of our allied firm\* \_\_\_\_\_ (Name of the allied firm(s)) \* is / are debarred / suspended / blacklisted by \_\_\_\_\_ (Name and address of the public institution in India or any other country) and the same effective up to \_\_\_\_\_ (date). A copy of such letter is attached for your information and record.

**(Seal and Signature of the bidder)**

**Date:**

**Place:**

(Note: Strike out one of the above two declarations which is not applicable)

\* Allied firm: A firm would be termed as "allied firm" if the management is common, or substantial or majority shares are owned by the banned / suspended firm and by virtue of this it has controlling voice. Further all successors' firms will also be considered as allied firms.



## **Annexure- IV**

### **Proforma for Indemnifying the Employer against Contract labour Rules/regulations**

(On Non-Judicial Stamp Paper of appropriate value)

To

The Chief General Manager  
Estate Cell  
Reserve Bank of India,  
CBD Belapur

Dear Sir/Madam

**Name of Work: Non-Comprehensive Annual Maintenance Contract (NCAMC) for 100 KWp Roof top Solar power systems at Bank's Main office building, Belapur and 90 KWp Roof top Solar power systems at PDC, Kharghar.**

We, M/s ..... (Name of contractor), hereby undertake that we shall comply with all the statutory rules/ regulations with regard to the employment of contract labour and their payment.

We also hereby fully indemnify and keep indemnified the Employer, i.e. Reserve Bank of India, against payments to be made to the contract labour and for the observance of the laws in this regard without prejudice to our right to claim indemnity from our sub-contractors.

Yours faithfully,

For \_\_\_\_\_

**Authorised signatory**



**FORMAT FOR POWER OF ATTORNEY FOR AUTHORIZED SIGNATORY**

(On Non-Judicial Stamp Paper of appropriate value)

To

Chief General Manager,  
Reserve Bank of India,  
CBD Belapur,  
Navi Mumba- 400 614

Dear Sir/Madam,

**Name of Work: Non-Comprehensive Annual Maintenance Contract (NCAMC) for 100 KWp Roof top Solar power systems at Bank's Main office building, Belapur and 90 KWp Roof top Solar power systems at PDC, Kharghar.**

We..... (Name of the Bidder and address of their registered office) do hereby constitute, appoint and authorise Mr. / Ms. .... (Name and residential address of Power of Attorney holder) who is presently employed with us and holding the position of..... as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our bid for the captioned Project, including signing and submission of all documents and providing information / responses to the Reserve Bank of India (RBI), representing us in all matters before RBI, and generally dealing with RBI in all matters in connection with our proposal for the said Project.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

Signature/(s) of the Bidder

Name/(s)

Stamp/Seal of the Bidder

**Note:**

- i. Power of Attorney should be properly stamped and notarized
- ii. Power of Attorney furnished by Contractor shall be irrevocable.



## Annexure – VI

### NEFT Mandate Form

Dear Sir,

I / We hereby give my / our consent to accept the payments of my / our bills through online e-payment system. My Bank details are as under: -

Particulars	Details
<b>Name of Account holder</b>	
<b>Address of Beneficiary with e-mail</b>	
<b>Telephone / Mobile Nos.</b>	
<b>PAN Card No.</b>	
<b>Bank Name</b>	
<b>Branch Name &amp; Address</b>	
<b>IFSC Code</b>	
<b>Account No.</b>	
<b>Type of A/c (CA/SB/CC)</b>	
<b>Contact details of Person In-Charge of Work</b> <b>(Name, Mobile No and Email Id)</b>	
<b>Registered under GST Act, 2017 (Yes/ No)</b>	
<b>GSTIN</b>	
<b>Composition Taxable (Yes/ No)</b>	
<b>Registered under MSMED Act 2006 (Yes/ No)</b>	
<b>UAN No. (If Registered as MSME)</b>	

**\*NOTE:** It is mandatory to provide Cancelled Cheque and Copies of PAN Card, GST Registration Certificate and MSME Registration Certificate along with this form.

**Place:**

**Date:**

**Seal and Signature of the contractor**



## Annexure – VII

### **NEFT Details for effecting e-payments**

Name of the Institution: Reserve Bank of India, Belapur

Address (in full): Reserve Bank of India, Belapur

1	Name of the Account Holder (as appearing in the Bank Account)	Reserve Bank of India, Belapur
2	<b>Account Number</b>	
3	Type of Account (Savings, Current etc.)	Current
4	<b>PAN Number</b>	<b>AAIFR 5286M</b>
5	Name of the Bank	RBI, Belapur
6	Name of the Branch	RBI, Belapur
7	Address of the Bank	RBI, Belapur
8	<b>NEFT/IFS Code</b>	
9	Name of the Account	<b>RBI, NEFT, Inward Received</b>
10	GST Number	





भारतीय रिज़र्व बैंक Reserve Bank of India  
संपदा कक्ष, सीबीडी बेलापुर Estate Cell, CBD Belapur

Address: H.H Nirmala Devi Marg, Sector-10, C.B.D. Belapur Navi Mumbai, 400 614.

Phone: 022 27523136 Email: [estatebelapur@rbi.org.in](mailto:estatebelapur@rbi.org.in)

**Sealed Quotation for**

**Non-Comprehensive Annual Maintenance Contract (NCAMC) for 100 KWp Roof top Solar power systems at Bank's Main office building, Belapur and 90 KWp Roof top Solar power systems at PDC, Kharghar.**

**Part II (Price Bid)**

**बोलीकर्ता का नाम/ Name of Bidder** \_\_\_\_\_

**पता/ Address:** \_\_\_\_\_

**Email Id:** \_\_\_\_\_

**Mobile No:** \_\_\_\_\_

Start date of issue of quotation	<b>From: November 04, 2025; 18:00Hrs</b>
Date and time of Pre-bid meeting (offline)	<b>November 12, 2025; 15:00Hrs (Offline)</b> Venue: Estate Cell, 2nd floor, Reserve Bank of India, H.H Nirmala Devi Marg, Sector -10, CBD Belapur, Navi Mumbai.
Publication of Minutes of Prebid meeting	<b>November 14, 2025</b>
Last date for Submission of Quotation	<b>November 25, 2025; 14:00Hrs</b>
Date and time of opening of Quotation	<b>November 25, 2025; 17:00Hrs</b>



## BILL OF QUANTITY

**Name of the Work: Non-Comprehensive Annual Maintenance Contract (NCAMC) for 100 KWp Roof top Solar power systems at Main office building, Belapur and 90 KWp Roof top Solar power system at PDC, Kharghar**

Sr. no.	Description	Unit	Qty.	Rate per unit per Annum	Amount per Annum in Rs.
1.	Non-Comprehensive Annual Maintenance Charges (CAMC) per annum of 100 KWp Rooftop Solar Power System at Main office building, Belapur as detailed in the clause 13 (a) to (j), Scope of work, General Terms and Conditions. The rates quoted shall be inclusive of all the taxes/duties, insurance, cess, labour, tools, transportation and consumables etc. ( <b>Including GST</b> ).	Set	1		
2.	Non-Comprehensive Annual Maintenance Charges (CAMC) per annum of 90 KWp Rooftop Solar Power System at PDC, Kharghar as detailed in the clause 13 (a) to (j), Scope of work, General Terms and Conditions. The rates quoted shall be inclusive of all the taxes/duties, insurance, cess, labour, tools, transportation and consumables. ( <b>Including GST</b> ).	Set	1		
<b>TOTAL AMOUNT IN RUPEES (INCLUSIVE OF GST)</b>					
<b>Total in words (Rupees _____ )</b>					

**Note:**

1. Successful bidder has to take over the Solar plants as is where is basis.
2. Bidders are requested to visit the site/solar plant and acquaint themselves of the site conditions before quoting /submitting of bids.

**Place:**

**Date:**

**Seal and Signature of the Contractor**

