

**NATIONAL INSTITUTE OF SOLAR ENERGY**  
**(An autonomous Institute of Ministry of New & Renewable Energy)**  
**GURGAON**

**NOTICE INVITING TENDER FOR SUPPLY AND INSTALLATION OF GYM  
EQUIPMENTS AT NATIONAL INSTITUTE OF SOLAR ENERGY**

Sealed Tenders are invited by office of the Director General, National Institute of Solar Energy from reputed Suppliers of the Gym Equipment or their authorized agents for Supply and Installation of Gym Equipment at National Institute of Solar Energy, Gwalpahari Gurgaon-Haryana -122003.

The detailed specifications for the jobs are given in the Tender Document. The agencies may visit the Institute during office hours for site visit before submitting their bids. The Tender Document and detailed Specifications can be downloaded from Website [www.nise.res.in](http://www.nise.res.in) .

Sealed tenders may be submitted in two parts i.e. Part-I containing Technical Bid along with Demand Draft for EMD, and Part-II containing only commercial invoice in a separate sealed envelopes, super scribed as commercial bid. Both the technical and commercial envelopes should be kept in large size sealed envelope super-scribed as tender for “Supply and Installation of Gym Equipment opening on **1st July, 2016** and addressed to: The Director General , National Institute of Solar Energy, Faridabad- Gurgaon Road, Gwalpahari, Gurgaon, Haryana, India. Closing time and date for receipt of tenders at NISE is **1.00 P.M. on 1st July, 2016;** Opening of Technical Bids on the same day at 3.00 P.M.; and opening of Financial Bids of technically qualified tenders will be at **04:00 PM on 1st July, 2016**

**Bidding Documents for  
Supply and Installation of Gym Equipment at National Institute  
of Solar Energy,  
Gwalpahari, Gurgaon, Haryana, India**



**National Institute of Solar Energy  
19<sup>th</sup> Milestone Gurgaon Faridabad Road  
Gwalpahari, Gurgaon  
Haryana-122003**

**National Institute of Solar Energy  
Gwal Pahari, Gurgaon-Faridabad Road  
Gurgaon 122003 Haryana**

**NOTICE INVITING TENDER**

**SUB:** Supply and Installation of Gym Equipment at National Institute of Solar Energy.

Sealed Tenders are invited from reputed suppliers of the Gym Equipment or their authorized agents for Supply and Installation of Gym Equipment at National Institute of Solar Energy as per details given below. The interested bidders may visit NISE Campus for further details at Gurgaon on any working day between 10.00AM to 4.00 PM to inspect the site before submitting their bids. The details and technical specifications are as follows:

<b>Specifications and scope of work</b>	Supply and Installation of Gym Equipment at National Institute of Solar Energy
<b>Submitting of Tenders</b>	The quoted amount shall be mentioned against the item in their respective units of Schedule of Quantities and in the prescribed format. Financial Bids are to be submitted in different envelopes for “ <b>Supply and Installation of Gym Equipment at National Institute of Solar Energy</b> ” enclosed and sealed in envelopes, envelopes may be dropped in the Tender Box placed at Reception Room in the Institute.
<b>Earnest Money Deposit</b>	Rs.1,00,000 only (refundable to the unsuccessful bidders without any interest) by Demand Draft drawn in favor of “National Institute of Solar Energy” payable at Gurgaon
<b>Date and Time of Closing of the Bids</b>	<b><u>1.00 P.M. on 1st July, 2016;</u></b>
<b>Opening of Bids</b>	Technical Bid:3.00 P.M. on <b><u>1st July, 2016;</u></b> Financial Bid : 4:00 P.M on <b><u>1st July, 2016;</u></b>
<b>Address for Communication</b>	The Director General ,National Institute of Solar Energy, Faridabad-Gurgaon Road, Gwal Pahari, Gurgaon 122003, Haryana, India.

## Part I - General Instructions to the Bidder

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### 1. Qualification Criteria:

The bids are invited from Indian entities with significant experience and capability for “National Institute of Solar Energy, Gwal Pahari, Gurgaon, Haryana”

The qualification criteria to be satisfied by the bidder

- 1.1 The entity must be registered in India. In case of a joint venture or consortium, all partners must be Indian entities.
- 1.2 The Bidder shall be OEM/Authorized Dealer/Distributor of Fitness and Gym Equipments and shall present Tender Specific authorization letter from the Original equipment manufacturers of the Gym and Fitness equipment along with the Technical Bid.
- 1.3 The annual turnover of the bidder for the past 3 years should not be less than Rs.10 Crores per annum and proof of the same should be submitted in the form of IT return/Audited Balance sheet/Work Order , along with the tender document
- 1.4 The bidder should not have any standing legal disputes/enquiry against them with regard to the non-compliance/violation of Government norms in the bidding process of any form. If found so, the bidder will be disqualified.
- 1.5 The firm/agency should be registered under Sales Tax, Service Tax Act as applicable. The document proof of the same to be enclosed.
- 1.6 The bidder shall furnish, as part of its bid, documents establishing bidder’s eligibility. The documentary evidence of bidder’s eligibility to bid shall be established to the buyer’s satisfaction.
- 1.7 NISE reserves the right to cancel or reject any bid without assigning any reason.
- 1.8 Bidders who are exempted from submission of EMD shall provide the relevant certificate
- 1.9 List of clients with the copy of the work order for supply & Installation of GYM equipments in renowned Gyms ,Govt. Organization/PSU/Academic/ Research Institutes/Reputed Organization during last 03 (three) years .
- 1.10 The firm should be having PAN (Permanent Account Number) allotted by the Income Tax Department, document proof of the same has to be enclosed.
- 1.11 The Vendor should submit in writing along with the bid indicating the timeline and schedule for supply, installation of Gym Equipment.

**Note:** “Technical bid covers and Financial bid” in the prescribed format along with Terms and Conditions duly signed and dated with office seal should be quoted separately and placed in separate sealed envelopes superscripted accordingly in bold letters, both these envelopes be enclosed in a large envelop. The financial bids of only bidders who satisfy the prequalification requirements after evaluation of the prequalification bid will be opened. The bidder should satisfy all the terms and conditions laid down by the Institute.

### 2. Bid submission Details:

2.1 **1.00 P.M on 1st July, 2016** the sealed bid should be deposited/reached by the due date and time. The responsibility to ensure this lies with the Bidder.

2.2 **Manner of depositing and quoting the Bids:**

- 2.2.1 Sealed Bid may be deposited with the receptionist at NISE Reception in the old building at Gwalpahari, Gurgaon, Haryana, India or sent by registered post at the address mentioned above, the bid document so as to reach by the due date and time. Bids received beyond this date and time will not be considered. No responsibility will be taken for postal delay or non-delivery/ non-receipt of Bid documents. Bid sent by FAX or e-mail will not be considered.
- 2.2.2 Technical specifications of the equipments with make/ model proposed to be supplied as per Annexure-I attached in PART-III of Tender Document.
- 2.2.3 The bidders are requested to quote the value against each BOQ item specified Annexure-III attached in PART-III of Tender Document.
- 2.2.4 The bid value should be quoted inclusive of all the taxes.

### **2.3 Time and date for opening of Bids:**

The time and date of opening shall be:

- i. Technical Bid: **3.00 P.M. on 1st July, 2016;**
- ii. Financial Bid : **4:00 P.M on 1st July, 2016;**

### **2.4 Place of opening of the Bids:**

*Surya Bhawan, National Institute of Solar Energy, Gwalpahari, Gurgaon, Haryana, India*

The Bidders may depute their representatives, duly authorized in writing, to attend the opening of Bids on the due date and time. This event will not be postponed due to non-presence of any of the bidder's representative.

**Note:** "Technical bid covers and Financial bid" in the prescribed proforma in Part-III of tender document along with Terms and Conditions duly signed and dated with office seal should be quoted separately and placed in separate sealed envelopes superscripted accordingly in bold letters, both these envelopes be enclosed in a large envelop. The financial bids of only bidders who satisfy the prequalification requirements after evaluation of the prequalification bid will be opened. The bidder should satisfy all the terms and conditions laid down by the Institute.

### **3. Validity of Bids:**

- 3.1 Bid must be open for acceptance and validity for a minimum period of 90 days from the date of opening technical bid. Rates quoted should include Delivery, installation & Commissioning at NISE-Gurgaon at desired location as per the decision of competent authority.
- 3.2 Though adequate care has been taken while preparing the bid documents, the bidder shall satisfy himself that the document is complete in all respects. Any discrepancy must be given to the above mentioned office within 5 days of issue of this document. If no intimation is received in this period it will be assumed that the bidder has received the documents and is complete in all respect. While this document has been prepared in good faith, and shall be accepted by the bidder in good faith, neither the buyer, nor their employees, advisors and consultants make any representation or warranty, implied or otherwise, or accept any responsibility or liability, whatsoever, in respect of any statements or omissions herein, or the accuracy, completeness or reliability of the information, and, shall incur no liability under any law, statue, rules or

regulations as to the accuracy, reliability or completeness of the documents, even if any loss or damage is caused by any act or omission on their part.

- 3.3** The quotations must be submitted along with the copies of a. Certificate of authorized dealership. Warranty period, where applicable should be clearly specified as per company/Manufacturer's rules/norms. Under no circumstances it will be less than that offered by company/Manufacturer

#### **4. Forwarding of Bids**

Bids should be forwarded by Bidders under their original memo / letter pad inter alia furnishing details like TIN number, PIN, VAT/CST number, Bank address with EFT Account if applicable, etc and complete postal & e-mail address of their office. The email, postal address and contact number for contacting the concerned person of the bidder must be specifically mentioned.

#### **5. Modification and Withdrawal of Bids**

A bidder may modify or withdraw his bid after submission provided that the written notice of modification or withdrawal is received by the Buyer prior to deadline prescribed for submission of bids. A withdrawal notice may be sent by fax but it should be followed by a signed confirmation copy to be sent by post and such signed confirmation should reach the purchaser not later than the deadline for submission of bids. No bid shall be modified after the deadline for submission of bids. No bid may be withdrawn in the interval between the deadline for submission of bids and expiration of the period of bid validity specified. Withdrawal of a bid during this period will result in Bidder's forfeiture of bid security.

#### **6. Clarification regarding contents of the Bids:**

During evaluation and comparison of bids, the Buyer may, at its discretion, ask the bidder for clarification of their bid. No post-bid clarification on the initiative of the bidder will be entertained.

#### **7. Rejection of Bids:**

Canvassing by the Bidder in any form, unsolicited letter and post-tender correction may invoke summary rejection with forfeiture of EMD. Conditional tenders will be rejected.

#### **8. Earnest Money Deposit (EMD):**

Bidders are required to submit Earnest Money Deposit (EMD) for amount of INR 1,00,000 along with their bids in favor of 'National Institute of Solar Energy' payable at Gurgaon. The EMD may be submitted in the form of a Demand draft or Bank Guarantee from any of the scheduled banks. EMD is to remain valid for a period of three months from the date of opening the bid. EMD of the unsuccessful bidders will be returned to them at the earliest within 30th day after the award of the contract. The Bid Security of the successful bidder would be returned, without any interest whatsoever, after the receipt of Performance Bank Guarantee from them as called for in the contract. Bids without EMD (as mentioned above) will be rejected. The Deposit will be forfeited if a bidder withdraws its bid during the period of bid validity as specified in the bid document.

#### **9. Abbreviation/Definition:**

**9.1 Buyer/Purchaser:** National Institute of Solar Energy or a person authorized by the Institute as per the context.

**9.2 Bidder:** Entity bidding for the contract

- 9.3** Successful bidder/supplier/Vendor/Contractor: Entity which enters into contract with the buyer for the work.
- 9.4** The site shall mean the allocated area to the Vendor for civil construction in National Institute of Solar Energy, Gwalpahari Gurgaon Haryana (122003).

## Part III– Terms and Conditions of Contract

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The Bidder is required to give confirmation of their acceptance of Terms and Conditions of the bid as mentioned below which will automatically be considered as part of the Contract concluded with the successful Bidder (i.e. Vendor in the Contract) as selected by the Buyer. Failure to do so may result in rejection of Bid submitted by the Bidder.

### 1. Scope of Work:

The scope of the work under this agreement consists of “**Supply and Installation of Gym Equipment at “National Institute of Solar Energy”**” complete in all respect, to the satisfaction of Buyer at National Institute of Solar Energy.

2. **Law:** The Contract shall be considered and made in accordance with the laws of the Republic of India. The contract shall be governed by and interpreted in accordance with the laws of the Republic of India and any action brought hereunder shall be brought in India situated at Gurgaon.

### 3. Arbitration:

All disputes or differences arising out of or in connection with the contract shall be settled by bilateral discussions.

- 3.1 Any dispute, disagreement or question arising out of or relating to the contract or relating to construction or performance, which cannot be settled amicably, may be resolved through arbitration.
- 3.2 Notwithstanding any reference to arbitration herein the parties shall continue to perform their respective obligation under the contract unless they otherwise agree.

### 4. Confidentiality of Contract documents

Except with the written consent of the Buyer/ Vendor, other party shall not disclose the contract or any commercial provision to any third party.

### 5. Effective Date of the Contract:

The contract shall come into effect on the date of signatures of both the parties on the contract (Effective Date) or notification of award and shall remain valid until the completion of the obligations of the parties under the contract. The site will be handed over to the contractor on the date of awarding the contract.

### 6. Governing Language:

The governing language will be English. The Contract will be written in English. All correspondence and other documents pertaining to the contract which are exchanged by the parties will be in English language.

### 7. Notices

Any notice required or permitted by the contract shall be written in the English language and may be delivered by EMAIL, FAX or registered pre-paid mail/airmail, addressed to the last known address of the party to whom it is sent.

### 8. Liquidated Damages

In the event of the Vendor's failure to submit the Bonds, Guarantees and Documents, default in meeting the deadline or target etc. as specified in this contract, the Buyer may, at his discretion, withhold any payment until the completion of the contract. The BUYER may also deduct from the VENDOR as agreed, liquidated damages to the sum of 2% of the contract price of the delayed/undelivered



stores/services mentioned above for every week of delay or part of a week, subject to the maximum value of the Liquidated Damages being not higher than 10% of the value of delayed project.

## **9. Time For Completion**

Subject to any requirement in the contract as to completion of any specified part of the works before completion of the whole work, the whole of the works shall be completed in 45 Days reckoned from the date of commencement of the work. The delivery period of the Gym Equipments shall be 45 Days from the date of issue of **SUPPLY ORDER**. The delivery period can be extended at the sole discretion of the Director General NISE-Gurgaon in special circumstances on written request from the selected dealer or supplier. In case Vendor is not able to meet the deadline Liquidity Damages as per **Clause 8** is applicable.

Supplier shall submit the schedule with date, time & venue of Inspection to the Director General NISE-Gurgaon in writing for the inspection of the Gym Equipments. Thereafter NISE-Gurgaon will confirm the date of inspection if desired as per the discretion of Director General NISE-Gurgaon.

## **10. Performance Security ,Warranty & Service:**

- 10.1.** The Bidder will be required to furnish a Performance security by way of Bank Guarantee through a scheduled bank for a sum equal to 10% of the contract value after the satisfactory completion of works.
- 10.2.** The performance security will be discharged by the buyer and returned to the supplier not later than 1 year from the date of completion.
- 10.3.** The Performance Security will remain with the institute during the warranty period. This security deposit will be refunded after successful completion of the warranty as per the institute norms. The Security Deposit amount will not carry any interest.
- 10.4.** Vendor shall also provide a Comprehensive Warranty & Quarterly Service for the equipment supplied and installed for a period of One Year from the day of completion of works.

## **11. Amendments**

No provision of present Contract shall be changed or modified in any way including this provision either in whole or in part except by an instrument in writing made after the date of this Contract and signed on behalf of both the parties and which expressly states to amend the present Contract.

## **12. Payment Terms and Project Milestones**

It will be mandatory for the Bidders to indicate their bank account numbers and other relevant details so that payments could be made through Cheques, National Electronic Fund Transfer, and Real Time Gross Settlement. The payment will be made as per the following terms, on production of the requisite documents.

- 12.1.** 100% Payment shall be released after completion of works, accompanied by submission of bills and Performance Security (Bank Guarantee) valid for one year against the completion of Warranty period.

## **13. Paying Authority**

Finance / Accounts Department, National Institute of Solar Energy. The payment of bills will be made on submission of the following documents by the Vendor to the Paying Authority along with the bill:

- 13.1.** Ink-signed copy of contingent bill/ Vendor's bill.
- 13.2.** Ink-signed copy of Commercial invoice / Vendor's bill.
- 13.3.** Inspection note, Guarantee / Warranty certificate.
- 13.4.** Exemption certificate for Excise duty, if applicable.

- 13.5. Details of the organization for payment viz Account holder's name, Bank name, Branch name and address, Account type, Account number, IFSC code, MICR code.
- 13.6. Any other document / certificate that may be provided for in the Supply Order / Contract. User Acceptance.

#### **14. Defects Liability Period**

##### **14.1. Definition and period of 'Defects Liability Period'**

In these conditions the expression "Defects Liability Period" shall mean the period of repairs and maintenance calculated from the date of completion of the Works, certified by the Buyer. **Defect liability period shall be ONE YEAR from the day of issuance of completion certificate.**

- 14.2. Cost of Execution of Works of Repair etc. during the liability period shall be carried out by the Vendor at his own cost and expense.
- 14.3. Remedy on Vendor's Failure to carry out Work required. If the Vendor fails to do any such work as aforesaid require to be made defect free on or without requisition of the Buyer with in the period determined by him or if not time period is determined by the Buyer within reasonable period, the NISE shall be entitled to employ and pay other persons to carry out the same and if such work is that which, in the opinion of the Buyer, the Vendor was liable to do at his own expense under the Contract, then all expenses consequent thereon or incidental thereto shall be recoverable from the Vendor by the NISE, or may be deducted by the NISE from any money due or which may become due to the Vendor.

#### **15. Material(s)/Equipment to be provided by the Vendor**

- 15.1. The Vendor shall, at his own expense and without delay, supply to the Buyer, samples/model/make of all equipment as desired by Officer in Charge to be used and shall obtain approval prior to use. All such material(s)/Equipments to be provided by the Vendor shall be in conformity with the specification indicated in the contract. The Vendor shall, if requested by Buyer shall furnish proof, to the satisfaction of Buyer that the material(s)/Equipment so comply.  
The Buyer shall at the earliest intimate to the Vendor in writing whether samples are approved by him or not. If samples/model/make are not approved, the Vendor shall forthwith arrange to supply to the Officer in Charge for his approval complying with the specification laid down in the contract.
- 15.2. It shall be normally presumed that material(s)/Equipment (s)/Equipment are available ex-stock and shall be supplied immediately. If not so, the delivery period shall be specifically mentioned in the quotation.
- 15.3. All damaged or unapproved Gym Equipment shall be returned at the risk and cost of the authorized dealers /suppliers and incidental expenditure there upon shall be borne by the concerned party.
- 15.4. The Gym Equipment's will be dispatched by the supplier after inspection if desired by Director General NISE-Gurgaon through his representative to check the quality and specifications of the Gym Equipment's being supplied.
- 15.5. In case the Gym equipment offered for inspection fails to meet the specifications as per the company/Manufacture's specifications the same would be rejected and Director General NISE-Gurgaon will have the right to levy a penalty at 1% of the ordered value.

#### **16. Safety Of Material(s)/Equipment(s):**

The Vendor shall make necessary arrangements for storage, watch & ward and safety material(s)/Equipment, T & P and his other assets at his own cost and NISE shall in no way be responsible for any loss, theft and damage etc.

## **17. Quality & Workmanship:**

- 17.1.** The Vendor shall adhere to the schedules and programme as given by the Buyer, from time to time and shall ensure completion of the work within the stipulated period in all respect conforming
- 17.2.** Best norms of quality in material(s)/Equipment and workmanship has to be followed by the vendor and in case of any bad quality work, it has to be rectified/redone by the Vendor at his own cost.

## **18. Sub-Contracting**

- 18.1.** The Vendor shall not sub-contract the whole work to any other party or sub – Vendor for execution of the work.

## **19. Certificates And Payments:**

On completion of the entire Work, the Vendor shall submit the final bill. Buyer shall approve bill within 30 days. The NISE shall arrange to make admissible payments within 30 days of the issue of certificate by the Buyer. Payment of this bill shall not be considered conclusive evidence as to the sufficiency of any work or material(s)/Equipments to which it relates, nor shall it relieve the Vendor from his liabilities arising from any defects noticed till the completion of the defects liability. Though every endeavor shall be made for payments of R.A. & final bills, but in case of delay due to any unforeseen reasons, Vendor shall not be entitled for any extra claim or any interest.

## **20. Taxes, Levies, Duties**

The Vendor shall be responsible to pay to the appropriate authorities all taxes, levies, royalties, Octroi, Sales Tax/VAT, excise duty, income tax, etc. It shall be the responsibility of Vendor to get himself registered under all applicable laws, rules and regulations under any provisions of taxation, labor laws etc. and keep such registration remain in force till completion of the project.

- 20.1.** Work contract tax and income tax shall be deducted as per rules by NISE from each bill of the Vendor, at the time of payment. A certificate for such deductions shall be issued by NISE at the end of financial year.
- 20.2.** If it is found that any tax, premium, dues and contribution are to be paid against this job even after the completion of the work, it shall be the responsibility of the Vendor. The Vendor shall indemnify and keep harmless NISE against any such breach, deviation non observance or non-maintenance of any record.
- 20.3.** No 'C'/'D' form will be issued by the buyer. The remittance of amounts so deducted and issuance of certificate for such deduction shall be made by the buyer as per the laws and regulations in force. The Vendor shall submit the certified true copies of registration in Service Tax & Sales Tax/ V.A.T, P.A.N.

## **21. Termination of Contract in Full or Part**

The Buyer shall have the right to terminate this Contract in part or in full in any of the following cases

- 21.1.** Failure to meet key milestones for causes not attributable to Force Majeure for more than 01 month after the scheduled date of delivery.
- 21.2.** The Vendor is declared bankrupt or becomes insolvent.
- 21.3.** At any time makes default in proceeding with the works or any part of the work with the due diligence and continues to do so after a notice in writing of 7 days **from the Buyer**.
- 21.4.** Commits default to complying with any of the terms & conditions of the contract and does not

remedy it or take effective steps to remedy it within 7 days after a notice in writing is given to him in that behalf by the Buyer.

- 21.5.** Fails to complete the works or items of work with individual dates of completion, on or before the date of completion, and does not complete them within the period specified in a notice given in writing in that behalf by the Buyer.
- 21.6.** If found to be indulged in any mal practice.
- 21.7.** Assigns, transfers, sublets (engagement of labour on piece-work basis or of labour with material(s)/Equipment(s) not to be incorporated in the work, shall not be deemed to be subletting) or otherwise parts with or attempts to assign, transfer sublet or otherwise parts with the entire works or any portion thereof without the prior information.

## **22. Risk & Expense clause**

- 22.1.** In case of a material(s)/Equipment breach that was not remedied within 30 days, the BUYER shall, having given the right of first refusal to the VENDOR be at liberty to purchase, manufacture, or procure from any other source as he thinks fit, other stores of the same or similar description to make good:-
  - 22.1.1.** Such default.
  - 22.1.2.** In the event of the contract being wholly determined the balance of the stores remaining to be delivered thereunder.
- 22.2.** Any excess of the purchase price, cost of manufacturer, or value of any stores procured from any other supplier as the case may be, over the contract price appropriate to such default or balance shall be recoverable from the VENDOR.

## Part III– Annexures

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### Annexure I. Technical Bid Format

**1. Following details to be furnished by the Bidder along with the Technical Bid:**

**(It is mandatory for all Bidders; they should fill all fields “Clearly” in this form and Attach Supporting Documents wherever necessary. Attach separate sheet if space provided insufficient)**

	<b>Details</b>	
<b>1.</b>	Name of Company/ Firm/ Agency and its Registration No. establishing The Sports & Gym Equipment.	
<b>2.</b>	Name of proprietor / Director of the Company/Firm/Agency	
<b>3.</b>	Full Address of Reg. Office (A copy of Company/ Firm/ Agency registration must be enclosed)	
<b>4.</b>	Contact nos:	
<b>5.</b>	Email Id:	
<b>6.</b>	Bank Ac/s No. of Firm for ECS with Details	
<b>7.</b>	PAN, TIN, TAN, VAT, Service Tax Registration No of the Firm (Enclose a copy of the same)	
<b>8.</b>	Details of EMD	

2. **Financial turnover of the tendering Company/Firm Agency for the last three financial years : (Attach separate sheet if space provided insufficient)**

<b>Financial Year</b>	<b>Amount (Rs. Lacs)</b>	<b>Remarks, if any</b>
2012-2013		
2013-2014		
2014-2015		

The tenderer should also submit self-attested copies of the Income Tax Returns and Audited certified Accounts for the last three financial years (i.e. for 2011-12, 2012-2013 and 2013-2014).

3. **Give details of major contracts handled by the tendering Company / Firm / Agency for the last three years in the following format (enclose the self-attested copies):(if the space provided is insufficient, a separate sheet may be attached)**

<b>S. No.</b>	<b>Details of client along with address, telephone numbers and Fax numbers</b>	<b>Amount of Contract</b>	<b>Duration of Contract</b>	
			<b>From</b>	<b>To</b>
1				
2				
3				

**4. Equipment Checklist to be filled by Bidder, mentioned with the Brand and make and any other information**

S.No	Item	Specification	Qty	Make	Bidder Comments
1.	All in one Station Gym Set:	<ul style="list-style-type: none"> <li>• APPROX PRODUCT LENGTH:- 2200, W- 2200 &amp; H- 1900MM.</li> <li>• STATION WEIGHT- 90 KG/ STATION* 4 STACKS.</li> <li>• THERE IS EXERCISE LIKE SEATED LEG PRESS FOR BACK SUPPORT.</li> <li>• ALL WEIGHT PLATES IS METAL PLATE WITH MOLDED IN RUBBER.</li> <li>• THE SECOND STATION I ADJUSTABLE PULLY FOR BICEPS/TRICEPS AND GROUND SEATED ROW.</li> <li>• THE HEIGHT OF ADJUSTABLE FRAME APPROX 2050MM.</li> <li>• 23 NUMBER OF HOLES IN THE ADJUSTABLE PULLEY.</li> <li>• THIRD STATION IS LAT PULL DOWN.</li> <li>• LAT PULL DOWN FRAME WILL BE FIXED DESIGN LAT DOWN FRAME FOR MAXIMUM RESULTS FOR LAT MUSCELS.</li> <li>• THE LAT PULL DOWN MUST NOT HAVE TRADITION FREE MOVING LAT PULL DOWN BAR.</li> <li>• FORTH STATION IS LEG EXTENSION, STANDING LEG CURL ABDOMINAL CRUNCH, AND FREE MOVING HANDLE FOR SEATED CHEST PRESS, SEATED INCLINE PRESS, SEATED DECLINE PRESS/ BUTTER FLY/ SEATED ROW.</li> <li>• THE MULTI GYM IS FULLY COVERED WITH METAL SHEET.</li> <li>• IMPORTED ONLY</li> </ul>	1	Cybex, Fitline,Proline,Reebok or Equivalent Make	
2.	Motorized Treadmill:	<ul style="list-style-type: none"> <li>• OUTER FRAME WIDTH : 900 MM</li> <li>• MOTOR HP : 4.5 HP/ 7 HP MAX</li> <li>• AC MOTOR</li> <li>• MAIN MOTOR LENGTH WITH PULLEY : 290 MM</li> <li>• DRIVE INVERTOR SIZE : 175 MM X 118 MM X 108 MM</li> <li>• PLASTIC FOOT RAIL DIMENSION : 135 MM X 1438 MM</li> <li>• LENGTH OF FULL TREADMILL: 2030 MM LONG</li> <li>• WIDTH OF PILLAR FROM BASE TO METER : 140 MM</li> <li>• STEP UP HEIGHT FROM FLOOR TO SIDE PLASTIC BASE : 215 MM</li> <li>• METER DISPLAY : 7 SCREEN LED DISPLAY</li> <li>• SEPARATE LED FOR INCLINE, DISTANCE, SPEED, CALORIE, TIME, PULSE</li> <li>• SPEED: 1-24 KM/ HR</li> <li>• INCLINE : 0-24 LEVEL</li> <li>• FAN FOR AIR CIRCULATION ON USERS FACE</li> <li>• 24 PRE SET PROGRAMS</li> <li>• SPEED EMERGENCY BUTTONS : 3, 6, 9, 12 ,15</li> <li>• INCLINE EMERGENCY BUTTON : 3,6,9,12,15</li> <li>• SIZE OF LED DISPLAY FOR INCLINE, SPEED, CALORIE, TIME, PULSE : 60 MM X 20 MM</li> </ul>	3	Cybex, Fitline,Proline,Reebok or Equivalent Make	

		<ul style="list-style-type: none"> <li>• LED DOT MATRIX CENTER DISPLAY HAS : 8 LED VERTICAL X 16 LED HORIZONTAL ROW DISPLAY</li> <li>• DIMENSION OF P U HANDLE GRIP : 75 MM X 410 MM X 90 MM</li> <li>• HAND PULSE IS ON FRONT BAR ONLY. NOT SIDE BARS</li> <li>• 24 PROGRAMS ARE REPRESENTED BY 24 SEPARATE LEDS</li> <li>• RUNNING TIME : 24 HRS</li> <li>• WOODEN DECK SIZE : 25 MM THICK</li> <li>• HEIGHT OF RUBBER CUSHIONING UNDER THE TREADMILL DECK : 30 MM</li> <li>• TOTAL RUBBER CUSHIONS : 4 NUMBERS</li> <li>• AIR PAD CUSHIONING SYSTEM UNDER THE DECK</li> <li>• TOTAL 2 AIR PADS UNDER THE DECK</li> <li>• DECK SIZE : 1440 MM X 822 MM</li> <li>• MOBILE HOLDERS ON LEFT AND RIGHT SIDE</li> </ul>			
3.	Elliptical Cross Trainer:	<ul style="list-style-type: none"> <li>• LENGTH OF ENTIRE CROSS TRAINER ( BACK TO FRONT ) : 2050 MM</li> <li>• MOVES ON REAR FLYWHEEL SYSTEM</li> <li>• REAR FLY WHEEL SIZE : 550 MM</li> <li>• LENGTH OF PLASTIC FOOT BASE : 400 MM X 160 MM</li> <li>• DISPLAY LED X 4 LEDS</li> <li>• CENTER LED DOT MATRIX : 16 LED X 8 LED DISPLAY</li> <li>• SEPARATE LED TO DISPLAY LEVEL</li> <li>• 8 PUSH BUTTONS TO SET PROGRAMS</li> <li>• PROGRAMS ARE FITNESS LEVEL TEST, INTERVAL TEST, FAT BURNING, METS, RANDOM</li> <li>• LEVEL OF RESISTENCE : 0-20 LEVELS</li> <li>• DIMENSION OF DISPLAY SHOWING AGE, TIME, PULSE : 50 MM X 20 MM</li> <li>• DIMENSION OF DISPLAY SHOWING WATT, SPEED, WEIGHT : 50 MM X 20 MM</li> <li>• FRONT FRAME WIDTH : 645 MM</li> <li>• FLOOR BASE TO TOP HANDLE LENGTH : 1690 MM</li> <li>• PLASTIC FOOT PAD HAS TO AND FRO MOTION FOR USER COMFORT</li> <li>• HAS 220 VOLTS INPUT SWITCH TO LIGHT UP THE DISPLAY FOR BETTER LIFE</li> <li>• SELF POWERED GENERATING SYSTEM NOT REQUIRED.</li> <li>• 4 POSITION HANDLE GRIP BAR : 2 FIXED AND 2 MOVING</li> <li>• LENGTH OF MOVING HANDLE BAR : 1420 MM</li> <li>• IMPORTED ONLY</li> </ul>	3	Cybox, Fitline,Proline,Reebok or Equivalent Make	
4.	Recumbent Cycle:	<ul style="list-style-type: none"> <li>• SELF POWERED SYSTEM</li> <li>• SCREEN SHOWS : WATTS</li> <li>• SIZE OF DISPLAY SCREEN SHOWING WATTS : 37 MM X 18 MM</li> <li>• SCREEN SHOWS : BPM</li> <li>• SIZE OF DISPLAY SCREEN SHOWING BPM : 37 MM X 18 MM</li> </ul>	3	Cybox, Fitline,Proline,Reebok or Equivalent Make	



		<ul style="list-style-type: none"> <li>• SCREEN SHOWS : RPM</li> <li>• SIZE OF DISPLAY SCREEN SHOWING RPM : 37 MM X 18 MM</li> <li>• RESISTENCE LEVEL : 1-20</li> <li>• DISPLAY SCREEN SIZE SHOWING TIME, DISTANCE, CALORIE : 50 MM X 18 MM</li> <li>• LEVEL SELECTION SEPARATE BUTTONS : 1,2,3,4,5,6,7,8,9</li> <li>• PROGRAM SELECTION BUTOON : 1,2,3,4,5,6,7,8,9</li> <li>• MINIMUM 30 GREEN LIT LED FOR PERCENTAGE DISPLAY</li> <li>• SEAT DIMENSION : 350 MM X 380 MM</li> <li>• BACK SEAT IN 2 PARTS</li> <li>• LOWER PART SIZE : 370MM X 380 MM</li> <li>• HEAD SUPPPRT SEAT SIZE : 250 MM X 215 MM</li> <li>• LEVER TO ADJUST THE SEAT</li> <li>• LENGTH OF LEVER USED TO ADJUST THE SEAT : 120 MM</li> <li>• LENGTH OF LEVER CONNECTION BAR : 195 MM</li> <li>• SEAT GLIDING TRACK MADE ON ALUMINIUM TRACK</li> <li>• ALUMINIUM TRACK LENGTH 735 MM LONG X 30 MM HEIGHT</li> <li>• CRANK SIZE : 32 MM X 20 MM</li> <li>• METER DISPLAY OUTER DIMENSION : 360 MM X 270 MM</li> <li>• PULSE HLDING BAR AT THE FRONT</li> <li>• LENGTH OF PULSE HOLDING BAR : 190 MM</li> <li>• SIDE HAND GRIP SUPPORT BAR LENGTH : 290 MM</li> <li>• LENGTH OF CENTER PILLAR ON WHICH THE SEAT IS MOUNTED : 120 MM</li> <li>• FOOT BASE COVERED IN PLASTIC SHOWCASE</li> <li>• SIZE OF PLASTIC SHOWCASE COVERING THE FOOT : 410 MM X 340 MM</li> <li>• OUTER DIMENSIONS : 1400 MM X 600 MM X 1390 MM</li> <li>• FRONT CRANK FLYWHEEL SIZE : 170 MM</li> <li>• USER WEIGHT : 150 KG</li> <li>• IMPORTED ONLY</li> </ul>			
5.	Olympic Flat Bench	<ul style="list-style-type: none"> <li>• TOTAL WIDTH OF FRAME HOLDING THE OLYMPIC ROD : 1000 MM</li> <li>• FRAME SIZE : 95 MM X 50 MM</li> <li>• BACK SEAT DIMENSION : 890 MM X 250 MM</li> <li>• HEAD SEAT SIZE : 200 MM X 360 MM</li> <li>• SEAT HAS DIVIDED IN FOUR PARTS FOR BETTER SUPPORT.</li> <li>• IMPORTED ONLY</li> </ul>	1	Cybox, Fitline,Proline,Reebok or Equivalent Make	
6.	Abdominal Bench	<ul style="list-style-type: none"> <li>• Should be a strong tubular metal frame with epoxy powder coating to resist chipping.</li> <li>• Should be capable to be adjusted in flat, incline and decline position(at least 6 stops)</li> <li>• The padding for the thigh and ankle should be of good quality and sturdy</li> <li>• LWH: 1683X568X1148mm 66.3X22.4X45.2 in . N.W.:32.4kgs</li> </ul>	1	Cybox, Fitline,Proline,Reebok or Equivalent Make	

7.	Multi Adjustable Bench	<ul style="list-style-type: none"> <li>Product dimension- L- 1150, W- 630 &amp; H- 400mm.</li> <li>There are 5 adjustable points in back side.</li> <li>Seat has divided in four parts.</li> <li>Imported Only</li> </ul>	2	Cybex, Fitline,Proline,Reebok or Equivalent Make	
8.	Dumbbells:	<ul style="list-style-type: none"> <li>PVC coated: Round</li> <li>Iso solid Dumbbells</li> <li>Quantity: 4 dumbbells each of the below mentioned weights               <ol style="list-style-type: none"> <li>2.5 kg per unit</li> <li>5 kg per unit</li> <li>7.5 kg per unit</li> <li>10 kg per unit</li> <li>12.5 kg per unit</li> <li>15 kg per unit</li> </ol> </li> </ul>	4 nos each	Cybex, Fitline,Proline,Reebok or Equivalent Make	
9.	Weight Plates	<ul style="list-style-type: none"> <li>PVC coated: Round</li> <li>Iso solid weight plates</li> <li>Quantity: 4 weight plates each of the below mentioned weights               <ol style="list-style-type: none"> <li>2.5 kg per unit</li> <li>5 kg per unit</li> <li>7.5 kg per unit</li> <li>10 kg per unit</li> <li>12.5 kg per unit</li> <li>15 kg per unit</li> </ol> </li> </ul>	4 nos each	Cybex, Fitline,Proline,Reebok or Equivalent Make	
10.	Olympic Rods	<ul style="list-style-type: none"> <li>The Olympic bars are to be used for weight lifting exercises.</li> <li>Should be solid chrome plated</li> <li>To be supplied with spring collars</li> <li>Warranty: 1 year</li> <li>Lengths: 7 feet(1 no.), 4 feet straight(2 no.), 4 feet curl(1 no.)</li> <li>The stand should be able to hold the supplied rods vertically.</li> </ul>	4	Cybex, Fitline,Proline,Reebok or Equivalent Make	
11.	Plate Tree:	<ul style="list-style-type: none"> <li>Should be a strong tubular metal frame with epoxy powder coating to resist chipping.</li> <li>Keeps plates safely suspended off the floor for easy storage and removal</li> <li>Should be able to hold a weight of approx 1000 lbs</li> <li>Tube size of storage posts: 40X80mm</li> <li>LWH: 3660X1040X2120 mm 144X41X83.5 in</li> <li>N. W.: 284.5 kgs</li> </ul>	1	Cybex, Fitline,Proline,Reebok or Equivalent Make	
12.	Rubber Flooring	Floorings consist of glass fibre strength-layer, PVC foaming shock layer and PVC wear-resisting layer, Assuring strength and softness, Aesthetically designed, Perfect finish,10 mm thickness, Made from Hardwearing Styrene Butadiene Rubber (SBR), Polly Urethane (PU) and Ethylene Propylene Diene Monomer (EPDM) ,Non slip finish is comfortable and safe under foot, helps to absorb shock, noise and protect equipment can be swept, vacuumed and mopped.	600 Sq ft	Cybex, Fitline,Proline,Reebok or Equivalent Make	

13.	Gym Ball	Large Swiss body Ball (75 cm), Used for Works Out on All Parts of Body, Designed for Training, good grip, Durable non-slip surface.	2	Cybex, Fitline,Proline,Reebok or Equivalent Make	
14.	Kettle Ball Set	<ul style="list-style-type: none"> <li>• PVC coated</li> <li>a. 5 Kg</li> <li>b. 7.5 Kg</li> <li>c. 10 Kg</li> </ul>	2 sets	Cybex, Fitline,Proline,Reebok or Equivalent Make	
15.	Skipping Ropes	<ul style="list-style-type: none"> <li>• Adjustable Coated Polyurethane Rope / Swings Smoothly</li> <li>• Soft, Contoured Grips</li> <li>• Uncoils Easily And Resists Tangling</li> <li>• 40% TPU, 38% PP, 18% Rubber, 4% ABS</li> </ul>	4	Cybex, Fitline,Proline,Reebok or Equivalent Make	
16.	Vacuum Cleaner	1700 Watts Motor for high pressure cleaning, Should have reliable & Robust Aluminium Pump, Should be easy to handle and light weight, and able to do both wet and dry cleaning	1	Cybex, Fitline,Proline,Reebok or Equivalent Make	
17.	Standing Twister	Durable Plastic Trimmer, Dia 28cm, Non-slip surface for stability moving, LCD monitor: clock, time, count, fat burned and calories used. Magnet fields to improve circulation.	1	Cybex, Fitline,Proline,Reebok or Equivalent Make	

### CERTIFICATE

1. I, \_\_\_\_\_ Son/Daughter/Wife of Shri \_\_\_\_\_ Proprietor / Director/authorized signatory of the agency/Firm, mentioned above, is competent to sign this declaration and execute this tender document;
2. I have carefully read and understood all the terms and conditions of the tender and undertake to abide by them;
3. The information / documents furnished along with the above application are true and authentic to the best of my knowledge and belief. I / we, am / are well aware of the fact that furnishing of any false information / fabricated document would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate law.
4. I, do hereby declare that our firm has neither been blacklisted/no criminal case pending against him) stating that no criminal/Black listing case is pending against the firm) by any of the Govt. Institute/Ministries/Departments/PSUs with which the firm had contracted for Video Wall etc. during the last five years nor has been penalized by such Offices/organizations for supply of poor/spurious equipment's etc.

**(Signature and Seal of authorized person)**

**Date:**

**Place:**

## Annexure II

### CHECK LIST OF DOCUMENTS

#### TO BE SUBMITTED ALONG WITH THE TECHNICAL BID and FINANCIAL BID

##### DOCUMENTS REQUIRED TO BE SUBMITTED WITH TECHNICAL BID:-

1. Sum of EMD Amount for INR 1,00,000 Tender in the form of Demand Draft/Banker's Cheque/FDR from any Nationalized Bank in favor of “ **The Director General Director, NISE, Gurgaon**”, payable at Gurgaon and must accompanied with Technical bid.
2. Detailed Technical Specification along with supporting Product Catalogue/Broacher of each of the Item, quoted by the Bidder duly Filled, Signed & Stamped.
3. Details of after sale warranty/ guarantee/ AMC charges etc. to be provided and for AMC after warranty period, the payments will be released after service period.
4. Technical details/ literature/ operation manual etc. must be provided with technical bid.
5. List of essential spare parts along with the rates must be enclosed wherever necessary.
6. Name of the manufacturer must be clearly specified while indicating the make of the product.
7. The on-site warranty shall remain valid for a period of **12 Months** from the date of Installation.
8. Tender document each page duly Signed, Stamped and page numbering done.
9. Proof of Office Address, Proof of Bank account Number.
10. Attested Copy of PAN, TAN, TIN VAT, Service Tax Registration Number etc.
11. Self-attested copies of the IT returns for last 3 Year's;
12. Audited Certified copies of Accounts for last 3 Year's;
13. Attested copy of Three years' experience certificates, order copies from Institutes, Gyms , Govt Organizations/PSU etc.

##### DOCUMENTS REQUIRED TO BE SUBMITTED WITH FINANCIAL BID

14. The tendering Firm/Agency/Company may quote rates for any number of the items mentioned in the Requirement List given in Table and specification laid down in the Schedule of Requirement (Chapter-3, Annexure III).
15. Taxes/ Duties/ Charges (Other taxes/ duties/ charges if any to be mentioned specifically otherwise the price will be treated as inclusive of all).
16. The rates for quoted items shall have quoted in the Format given in Financial Bid and sealed, signed Financial Bid kept in Financial Bid Envelope separately.
17. Financial Bid must be kept in separate sealed super-scribed envelope “**Financial Bid for Supply and Installation of Gym Equipment at National Institute of Solar Energy, Gwalpahari Gurgaon-Haryana -122003**”.

The tender should be submitted under “**Two bid system**”. The Interested firms/agencies are advised to submit two separate envelopes super-scribing “**Technical Bid for Supply and Installation of Gym Equipment at National Institute of Solar Energy, Gwalpahari Gurgaon-Haryana -122003** and “**Financial Bid for Supply and Installation of Gym Equipment at National Institute of Solar Energy, Gwalpahari Gurgaon-Haryana -122003**. Both sealed envelopes should be kept in a third bigger sealed envelope super- scribed with the words “**Supply and Installation of Gym Equipment at National Institute of Solar Energy, Gwalpahari Gurgaon-Haryana -122003**”.

**Annexure III**

**Financial Bid Format**

S.No	Item	Qty	Unit Price	Total Quoted Price	Vat	Sales Taxes	Excise Duty/Other Taxes	Total
1.	All in one Station Gym Set	1						
2.	Motorized Treadmill	3						
3.	Elliptical Cross Trainer	3						
4.	Recumbent Cycle	3						
5.	Olympic Flat Bench	1						
6.	Abdominal Bench	1						
7.	Multi Flat Bench	2						
8.	Dumbbells	2 sets						
9.	Weight Plates	2 sets						
10.	Olympic Rods	2						
11.	Zig Zag Rod	1						
12.	Plate Tree	1						
13.	Rubber Flooring	600 Sq ft						
14.	Gym Ball	2						
15.	Kettle Ball Set	2 sets						
16.	Skipping Ropes	4						
17.	Vacuum Cleaner	1						
18.	Standing Twister	1						
<b>Total Inclusive Taxes ( In Words):</b>								

**Note:** The Financial Bid should be submitted in separate envelope indicating “**Financial Bid for Gym Equipment**” which should be enclosed in a large Envelope along with the Technical Bid , clearly mentioning “ Supply & Installation of Gym Equipment at National Institute of Solar Energy, Gurgaon , Haryana”

**Name, Seal and Signature of the Bidders**

**Annexure IV**

**Format of Bank Guarantee**

ADVANCE PAYMENT GUARANTEE NO:

PLACE: Gurgaon

DATE:

TO  
NATIONAL INSTITUTE OF SOLAR ENERGY  
Gwal Pahari  
Faridabad-Gurgaon Road  
Gurgaon 122003, Haryana.

Dear Sirs,

1. Pursuant to the Contract, herein after referred to as "The CONTRACT" which M/S Sarthak Contractors Pvt Ltd, Gurgaon herein after referred to as the "CONTRACTOR" (which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, representatives and assignees), have concluded with NATIONAL INSTITUTE OF SOLAR ENERGY, Gwal Pahari, Faridabad-Gurgaon Road, Gurgaon 122003, Haryana, herein after referred to as the "PURCHASER" (which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, representatives and assignees), on 27<sup>th</sup> Oct 2015 vide. Letter of Award No:XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX. The CONTRACTOR have Undertaken to Repair & Construction of Boundary wall at NISE, Gwal Pahari, Gurgaon- Repair & Construction of Boundary wall (scope of work) for Rs.XXXXXX(In words) -(Contact Price) on FOB/ Ex-works basis.

2.

3. According to the said Contract, the PURCHASER, has undertaken to make an mobilisation advance payment of Rs. XXXXX( In words) being the payment of 10% for construction of Boundary wall at NISE, Gwal Pahari, Gurgaon- Mobilisation advance against issuance of an advance payment guarantee by a Bank.

4. For this advance payment, We, the undersigned (Name of office with designation, bank name & address ),(also give Brach Code) herein after referred to as the bank , which expression shall unless repugnant to the context or meaning thereof include its successors, administrators, representatives and assignees, hereby guarantee to the effect that we irrevocably under-take to pay the PURCHASER merely on demand without any previous notice and without any demur and without recourse to the CONTRACTOR and without referring to any other source, any and all amount payable by the CONTRACTOR towards the advance or part thereof paid by the PURCHASER, but not exceeding Rs. XXXXX( In words) provided the PURCHASER advise us that the CONTRACTOR has failed to fulfil his contractual obligations stipulated in the said Contract . Any such demand made by PURCHASER on the bank shall be conclusive and binding, absolute and unequivocal notwithstanding any difference between the PURCHASER and the CONTRACTOR or any dispute or disputes raised /pending before any court, Tribunal Arbitrator or any other authority.

5. The value of this Bank Guarantee shall be reduces/as per the stage of the schedule of payment based on the pro-rata supplies effected/ erection completed, as confirmed by the Purchaser.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the CONTRACTOR(S).

7. This guarantee will become invalid after one year from the date of issue under the said Contract or as soon as this Letter of Guarantee has been returned to us at the latest, however, on **DATE** unless a claim has been lodged with us under this guarantee before that date.

8. We Bank Name & Address, Branch (Bank) further agree that if the said Contractor fails to adhere to the total or individual time schedule stipulated in the said Contract and if there be delay in the contract to reimburse to the Purchaser interest at the prevailing rate as applicable for cash/credit facilities on the amount of advance payment made by the Purchaser.

9. The PURCHASER shall have the fullest liberty without affecting in any way the liability of the bank under this guarantee from time to time to extend the time of performance by the CONTRACTOR. The Bank shall not be released from its liability under these presents by any exercise of the PURCHASER of the liberty with reference to the matter aforesaid.

10. The Bank also agrees that the PURCHASER shall be entitled at his option to enforce this guarantee against the Bank as a Principal Debtor, in the first instance notwithstanding any other Security or Guarantee that it may have in relation to the CONTRACTOR's liabilities.

11. The Bank further agrees that the decision of the PURCHASER as to the failure on the part of the CONTRACTOR to fulfil the Contractual obligations stipulated in the said Contract and/or to the amount payable by the Bank to the PURCHASER shall be final conclusive and binding.

12. This guarantee is revocable only with the written consent of the PURCHASER.

13. This guarantee shall remain in force upto and including **(DATE)** and shall be extended from time to time for such period as may be desired by M/S National Institute of Solar Energy on whose behalf this guarantee has been given.

14. In any case, our liability under this advance payment guarantee does not exceed Rs. 3,43,798/- (Rupees Three Lakhs Forty Three Thousand Seven Hundred and Ninety Eight only) subject however to the application of the interest clause envisaged in para-7 above which will be paid in addition on the said guarantee amount.

15. Notwithstanding anything contained herein:

- a. Our liability under this bank guarantee shall not exceed Rs. XXXXX (In words)
- b. This bank guarantee shall be valid upto **(DATE)**; and
- c. We are liable to pay the guaranteed amount or any part thereof under this bank guarantee only and only if you serve upon us a written claim or demand on or before **(DATE)**.

Return of this document to us by any person before the aforesaid date will, however, extinguish our liability as on the date of return.

Dated this .

Witness:

- |                                                                                                                                                                                                            |                                                                                                                                                                                                                                                                                                     |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>1. <b>Signature with name in Block letters<br/>Signature<br/>and with designation)<br/>(Printed Name)<br/>Designation<br/>Staff Code No.<br/>Bank's seal<br/>Attorney as per power of<br/>Dated</b></p> | <p>2. <b>(Signature with name in Block letters<br/>Signature and<br/>with designation)<br/>(Printed Name)<br/>Designation<br/>Staff Code No.<br/>Bank's seal<br/>Attorney as per power of</b></p> <p>3. <b>(Signature with name in Block letters<br/>and with designation)     Attorney No.</b></p> |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|



