



Design, Supply, installation, testing and commissioning (DSITC) of Goods lift (Bullion) at Reserve Bank of India, Jaipur

Reserve Bank of India, Jaipur invites e-Tender for **Design, Supply, installation, testing and commissioning (DSITC) of Goods (Bullion) lift** at Bank's Office Building, Reserve Bank of India, Jaipur. The tendering would be done through the e-Tendering portal of MSTC Ltd (<http://mstcecommerce.com/eprochome/rbi>). All the eligible firms / contractors must register themselves with MSTC Ltd through the above-mentioned website to participate in the tendering process. The Schedule of e-Tender is as follows:

a. e-Tender Name	Design, Supply, installation, testing and commissioning (DSITC) of Goods lift (Bullion) at Reserve Bank of India, Jaipur
b. e-Tender no	RBI/Jaipur/Estate/132/20-21/ET/191
c. Mode of Tender	e-Procurement System (Online Part I - Techno-Commercial Bid and Part II - Price Bid through www.mstcecommerce.com/eprochome/rbi)
d. Date of NIT available to parties to download	October 03, 2020, 09:00 AM
e. Earnest Money Deposit	Rs 50000/- (Rs. Fifty Thousand only) through NEFT - details as below along with the Part I / Technical – Commercial Bid. IFSC Code – RBIS0JPPA01 A/c number – 8692299 MSME firms are exempted for submitting the EMD subject to submission of relevant certificate.
f. Last date of submission of EMD	Till 12:00 noon on 26.10.2020
g. Date of Starting of e-Tender for submission of on line Techno-Commercial Bid and price Bid at www.mstcecommerce.com/eprochome/rbi	October 03, 2020, 09:00 AM
h. Date of closing of online e-tender for submission of Techno-Commercial Bid & Price Bid	Till 02:00 PM on 26.10.2020
i. Date & time of opening of Part-I (i.e. Techno-Commercial Bid)	03:00 PM on October 26, 2020.
Date & Time of opening of Part- II (i.e. Price Bid)	Date and time of opening of price bid will be informed separately to all the eligible bidders later.
j. Transaction Fee	To be paid through MSTC Payment Gateway/NEFT/RTGS in favour of MSTC Limited or as advised by M/s MSTC Ltd.



Please note that there is no tender fees to download the tender document from Portal.

Applicants intending to apply will have to satisfy the Bank by furnishing documentary evidence in support of their possessing required eligibility and in the event of their failure to do so, the Bank reserves the right to reject their candidature.

Any amendments / corrigendum to the tender, if any, issued in future will only be notified on the RBI Website and MSTC Website as given above and will not be published in the newspaper.

**Reserve Bank of India
Estate Department
Jaipur**

E-tender: (DESIGN SUPPLY INSTALLATION TESTING & COMMISSIONING (DSITC) OF GOODS (BULLION) LIFT AT RESERVE BANK OF INDIA, JAIPUR)

Part I

Name of the tenderer _____

Address _____

Due Date of Submission at 02:00 PM on October 26, 2020

Note: It is e tender. Hence, signed & scanned Part I must be uploaded to MSTC website. Part II/rates should be directly filled at the MSTC site.

Bidder/Contractor/Tenderer means those are participating the tendering process. Successful bidder/contractor/Tenders mean who quote Lowest after evaluating the Part I and Part II of tender.

Important instructions regarding e-tender

This is an e-procurement event of Reserve Bank of India, JAIPUR. The e-procurement service provider is MSTC Limited.

You are requested to read and understand the Notice Inviting E-Tender and subsequent Corrigendum, if any, before submitting your online tender. Tenderers who do not comply with the conditions with documentary proof (wherever required) will not qualify in the Tender for opening of price bid.

1.	<p>Process of E-tender :</p> <p>A) Registration: The process involves vendor's registration with MSTC e-procurement portal which is free of cost. Only after registration, the vendor(s) can submit his/their bids electronically. Electronic Bidding for submission of Techno-Commercial Bid as well as Price Bid over the internet will be done. The Vendor should possess Class III signing type digital certificate. Vendors are to make their own arrangement for bidding from a P.C. connected with Internet. MSTC/RBI, JAIPUR is not responsible for making such arrangement. (Bids will not be recorded without Digital Signature).</p> <p>SPECIAL NOTE: THE PRICE BID AND THE COMMERCIAL BID HAS TO BE SUBMITTED ON-LINE ONLY AT www.mstcecommerce.com/eprochome/rbind</p> <p>1).Vendors are required to register themselves online with www.mstcecommerce.com→ eProcurement→PSU /govt depts→ RBI JAIPUR→Register as Vendor Filling up details and creating own user id and password→ Submit.</p> <p>2). Vendors will receive a system generated mail confirming their registration in their email which has been provided while filling the registration form.</p> <p>In case of any clarification, please contact MSTC/RBI, JAIPUR, (before the scheduled time of the e-Tender).</p> <p>Contact person (MSTC):</p> <table style="width: 100%; border: none;"><tr><td style="width: 50%;">1) Mr Sumit Chakraborty</td><td style="width: 50%;">2) Shri Vikas Agrawal</td></tr><tr><td>Deputy Manager (NRO)</td><td>Assistant Manager</td></tr><tr><td>Mobile no: 7043414496</td><td>Mobile no- 9004311440</td></tr><tr><td></td><td>Email-vagrawal@mstcindia.co.in</td></tr><tr><td>Landline-01132068276</td><td>Email-smohanta@mstcindia.co.in</td></tr></table> <p>Contact person (RBI JAIPUR):</p> <p>Shri Harshad Kelkar, Assistant Manager , Estate Department</p>	1) Mr Sumit Chakraborty	2) Shri Vikas Agrawal	Deputy Manager (NRO)	Assistant Manager	Mobile no: 7043414496	Mobile no- 9004311440		Email- vagrawal@mstcindia.co.in	Landline-01132068276	Email- smohanta@mstcindia.co.in
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	<p>MOB: 8828202902</p> <p>B) System Requirement:</p> <p>i) Windows XP-SP3 & above/Windows 7 Operating System ii) IE-7 and above Internet browser.</p> <p>iii) Signing type digital signature iv) JRE 7 update 9 and above software to be downloaded and installed in the system.</p> <p>To enable ALL active X controls and disable 'use pop up blocker' under Tools→Internet Options→custom level</p> <p>For more details, vendor may refer to the Vendor Guide and FAQ available at www.mstcecommerce.com/eprochome.</p>
2.	<p>(A) Part I Techno-Commercial bid will be opened electronically on specified date and time as given in the NIT.</p> <p>(B) Part II Price bid will be opened electronically of only those bidder(s) whose Part I TechnoCommercial Bid is found to be Techno-Commercially acceptable by RBI, JAIPUR. Such bidder(s) will be intimated date of opening of Part II Price bid, through valid email confirmed by them.</p> <p>Note:</p> <p>The tenderers are advised to offer their best possible rates. There would generally be no negotiations hence please submit your most competitive prices while submitting the price bid. However in case the lowest rate appears to be reasonable taking into account the prevailing market conditions, the order may be awarded to the lowest bidder and if the rate is still considered high, action as per prevailing instruction/guideline shall be taken.</p>
3.	<p>All entries in the e-Tender should be entered in online Technical & Commercial Formats without any ambiguity.</p>

4.	<p>Special Note towards Transaction fee: PAYMENT OF Transaction fee is online on MSTC site</p> <p>After making the payment for transaction fee, the vendor should enter the transaction fee details by using the “Transaction Fee entry” Link under “My Menu” in the vendor login. Here the vendor may select the particular e-Tender in which they want to participate by clicking on the tick box at the right and then Clicking on the “Submit” Button at the bottom Of the page. Then the page appears where the vendors are required to fill up the transaction details, namely the UTR No, Date Of Transaction, And the Remitting Bank in the given fields and then clicking on the “Confirm” Button.</p> <p>NOTE : The bidders should submit the transaction fee well in advance before the last date of submission of e-Tender as they will be activated for bid submission only after receipt of transaction fee by MSTC.</p> <p>Vendors are advised not to deposit cash in bank as it becomes difficult to ascertain the details of the remitter from such cash transactions.</p> <p>Contact Details :</p>
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	<p>Shri Vikas Agrawal</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%;">Deputy Manager (NRO)</td> <td style="width: 50%;">Assistant Manager</td> </tr> <tr> <td>Mobile no: 09971668889</td> <td>Mobile no- 9004311440</td> </tr> <tr> <td>Email: umesh@mstcindia.co.in</td> <td>Email-vagrawal@mstcindia.co.in</td> </tr> <tr> <td>Landline-01132068276</td> <td>Email: umesh@mstcindia.co.in</td> </tr> </table> <p>Bidders may please note that the transaction fee should be deposited by debiting the account of the bidder only; transaction fee deposited from or by debiting any other party’s account will not be accepted. Transaction fee is non-refundable.</p> <p>In case of failure to make payment towards Transaction fee for any reason, the vendor, in term, will not have the access to online e-tender.</p>	Deputy Manager (NRO)	Assistant Manager	Mobile no: 09971668889	Mobile no- 9004311440	Email: umesh@mstcindia.co.in	Email- vagrawal@mstcindia.co.in	Landline-01132068276	Email: umesh@mstcindia.co.in
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Landline-01132068276	Email: umesh@mstcindia.co.in								
5.	<p>Vendors are instructed to use Upload Documents link in My menu to upload documents in document library. Multiple documents can be uploaded. Maximum size of single document for upload is 5 MB.</p> <p>Once documents are uploaded in the library, vendors can attach documents through Attach Document link against the particular e-Tender. Please note that if the documents are not attached to any e-Tender, the same cannot be downloaded by RBI JAIPUR and it will be deemed that the vendor has not submitted the documents. For further assistance please follow instructions of vendor guide.</p>								
6.	<p>All notices and correspondence to the bidder(s) shall be sent by email only during the process till finalization of e-Tender by RBI, JAIPUR as well as by MSTC (e-procurement service provider). Hence the bidders are required to ensure that their email address provided is valid and updated at the stage of registration of vendor with MSTC (i.e. Service Provider). Bidders are also requested to ensure validity of their DSC (Digital Signature Certificate).</p>								

7.	<p>(i) Please note that there is no provision to take out the list of parties downloading the e-Tender document from the web site mentioned in NIT. As such, bidders are requested to see the web site once again before the due date of e-Tender opening to ensure that they have not missed any corrigendum uploaded against the said e-Tender after downloading the e-Tender document. The responsibility of downloading the related corrigenda, if any, will be of the bidders only.</p> <p>(ii) No separate intimation in respect of corrigendum to this NIT (if any) will be sent to tenderer (s) who have downloaded the documents from web site. Please see website www.mstcecommerce.com/eprchome/rbind of MSTC Ltd.</p>
8	E-tender cannot be accessed after the due date and time mentioned in NIT.
9.	<p><u>Bidding in e-tender</u></p> <p>a) Bidder(s) need to submit necessary EMD, E-Tender fees (If ANY) and Transaction separately for the e-tender. Transaction fees if any are non-refundable. No interest will be paid on EMD. EMD of the unsuccessful bidder(s) will be refunded by RBI, JAIPUR.</p> <p>b) The process involves Electronic Bidding for submission of Techno Commercial Bid as well as Price Bid.</p>

- c) The bidder(s) who have submitted the above fees can only submit their Techno Commercial Bids and Price Bid through internet in MSTC website www.mstcecommerce.com → eprocurement → PSU /Government Departments →RBI JAIPUR Login →My menu→ Auction Floor Manager→ live event →Selection of the live event→ Techno Commercial Bid.
- d) The bidder should allow to run an application namely en Apple by accepting the risk and clicking on run. This exercise has to be done twice immediately after reaching the bid floor. If this application is not run then the bidder will not be able to save/submit his bid.(for details refer vendor guide & FAQ).
- e) First the vendor needs to fill up the Commercial specification if any and save it. Then the vendor should fill up the Techno-commercial bid. After filling the Techno-Commercial Bid, bidder should click 'save' for recording their Techno-Commercial bid. Once the same is done, the Price Bid link becomes active and the same has to filled up and then bidder should click on "save" to record their price bid. Then once both the Techno-Commercial bid & price bid has been saved, the bidder can click on the "Final Submission" button to register their bid
- NOTE:** - After clicking the final submission two more options will show up, "Withdraw bid" and "Delete bid". If the vendor wants to withdraw its bid permanently then they should click withdraw bid link. He/she will not be able to bid again. If the vendor wants to delete the bid after final submission and re submit the bid then he/she should click delete bid and resubmit the same and again click final submission.
- f) In all cases, bidder should use their own ID and Password along with Digital Signature at the time of submission of their bid.
- g) During the entire e-tender process, the bidders will remain completely anonymous to one another and also to everybody else.
- h) The e-tender floor shall remain open from the pre-announced date & time and for as much duration as mentioned above.
- i) All electronic bids submitted during the e-tender process shall be legally binding on the bidder. Any bid will be considered as the valid bid offered by that bidder and acceptance of the same by the Buyer will form a binding contract between Buyer and the Bidder for execution of supply/work. Such successful tenderer shall be called hereafter **SUPPLIER/CONTRACTOR**.
- j) It is mandatory that all the bids are submitted with digital signature certificate otherwise the same will not be accepted by the system.
- k) Buyer reserves the right to cancel or reject or accept or withdraw or extend the tender in full or part as the case may be without assigning any reason thereof.
- l) No deviation of the terms and conditions of the e-Tender document is acceptable. Submission of bid in the e-tender floor by any bidder confirms his acceptance of terms & conditions for the e-Tender.
- m) Unit of Measure (UOM) is indicated in the e-tender Floor. Rate to be quoted should be in Indian Rupee as per UOM indicated in the e-tender floor/tender document.

10.	Any order resulting from this open e-tender shall be governed by the terms and conditions mentioned therein.
11.	No deviation to the technical and commercial terms & conditions are allowed.
12.	RBI, JAIPUR has the right to cancel this e-tender or extend the due date of receipt of bid(s) without assigning any reason thereof.
13	The online e-Tender should be submitted strictly as per the terms and conditions and procedures laid down in the website www.mstcecommerce.com/eprochome/rbind of MSTC Ltd.
14.	The bidders must upload all the documents required as per terms of NIT. Any other document uploaded which is not required as per the terms of the NIT shall not be considered.
15	The bid will be evaluated based on the filled-in technical & commercial formats.
16.	The documents uploaded by bidder(s) will be scrutinized. In case any of the information furnished by the bidder is found to be false during scrutiny, EMD of defaulting bidder(s) will be forfeited. Punitive action including suspension and banning of business can also be taken against defaulting bidders.

**Reserve Bank of India
Estate Department
Jaipur
Section I**

E-Tender Inviting Notice and important information

1. Name of the work:

RBI Jaipur invites E-tender for **Supply Installation Testing & Commissioning (SITC) of 1 nos Goods (Bullion) lift at office premises of Reserve Bank of India, Jaipur** . E-Tender will be carried out by the MSTC. The estimated cost of the work is Rs 25 Lakh (without buyback of old goods lift).

2. Eligibility Criteria: All (2.1 to 2.4) need to be fulfill by the Bidder.

2.1 Minimum 5 years of experience in the field of undertaking similar works viz SITC of goods/passengers lift for large office buildings / commercial Estate / industrial

houses/Government organization/PSU's (from the date of issue of e-Tender)

And

2.2 Have executed successfully similar works from the date of issue of e-Tender individually costing as under: (work order of executed work need to attached)

a) Three works each costing not less than 40 % of the estimated cost of the work

OR

b) Two works each costing not less than 50 % of the estimated cost cost of work

OR

c) One work costing not less than 80 % of the estimated cost

And

2.3 Have a minimum yearly turnover of 100 % of the estimated cost during the last 3 years. Bidder should submit a statement of total turnover duly certified by chartered accountant during last three years i.e.2016-17, 2017-18 and 2018-19. Also provide Banker's Certificate as per [Annexure III](#).

2.4 Having own service set up/resident engineer on their payroll/any service arrangement through their authorized dealer at Jaipur for rendering after sales service.

3. Important Information for this E-TENDER		
a.	Estimate cost of the work	Rs 25 Lakh
b.	Bid security amount / EMD	Rs 50000/- (Rs. Fifty Thousand only) along with the Part I / Technical – Commercial Bid. MSME firms are exempted for submitting the EMD subject to submission of relevant certificate.
c.	Cost of the e-Tender	This will be charged by the MSTC online
d.	The Bid Security/Earnest Money Deposit (EMD) through NEFT/ Net banking only.	RBI Jaipur RBI JAIPUR A/c No.8692299, IFSC Code:RBIS0JPPA01 {Intimate/ forward the transaction details on estatedeptjaipur@rbi.org.in }
e.	The last date of submission of EMD online	October 26, 2020 (12:00 PM)

f.	E-Tender documents can be downloaded From RBI website www.rbi.org.in and MSTC website	October 03, 2020 at 09:00AM (www.mstcecommerce.com/eprochome/rbind)
g.	Date and time of Pre-bid meeting at RBI Jaipur for clarification	Not required
h.	Clarification regarding the e-Tender can be sought through email up before pre-bid meeting	e-mail address for clarification: harshadkelkar@rbi.org.in amitkhandelwal@rbi.org.in
i.	Last date and time for uploading Signed scanned copy of Part I , eligible criteria documents and duly filled Part II of tender	October 26, 2020 (02:00 PM)
j.	Date and time opening of Part I of e-Tender	October 26, 2020 (03:00 PM)
k.	Date and time opening of Part II of e-Tender	Will be intimate separately through email
l.	Date of Commencement of work	From the date of issue of work order
m.	Total duration for completion of the work	3 months from the date of issue of work order
n.	Payment condition	Please refer Clause 3.30
o.	Security deposit	Please refer Clause 3.30
p.	Liquidated Damages (penalty for non-completion of work on time)	Rs 893/- per day subject to maximum @ 10% of contract amount/work order amount (Clause 3.31) as per the time schedule given above at (m)
q.	Validity of e-Tender	90 days from the date of opening of Part I
r.	All disputes arising shall be subject to the jurisdiction	Jaipur
s.	Address of office	The Regional Director, Reserve Bank of India, Rambagh circle, Estate Department, Jaipur – 302004
t.	Contact officer of RBI in connection with this TENDER	Shri Harshad Kelkar (AM-Electrical), 8828202902, Email: harshadkelkar@rbi.org.in

Tender Notice is part and parcel of Part I

Section (II)
Form of Tender

Place _____
Date _____

The Regional Director
Estate Department,
Reserve Bank of India
Rambagh Circle
Jaipur-302004

Dear Sir,

Having examined the specifications, 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, I/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, drawings and instructions in writing referred to in articles of agreement, special instructions to the tenderers, 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	Supply Installation Testing & Commissioning (SITC) of 1 nos goods(bullion) lift at office premises of Reserve Bank of India, Jaipur
(b)	Estimated cost	As indicated in section I of the tender
(c)	Mode of payment	As indicated in section I of the tender
(d)	Earnest Money	As indicated in section I of the tender
(e)	Time allowed for completion of work	As indicated in section I of the tender
(f)	Security Deposit/Performance Bank Guarantee	As indicated in section I of the tender

2. I/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 Bank Guarantee 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 fulfill 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 the Bank (Reserve Bank of India) reserve the right to accept or reject any or all the tender either in full or in part without assigning any reason therefor.
5. I/We upload all the necessary documents to MSTC site. Part I contains all commercial terms and conditions and technical particulars and Part II contains only the price bid.

Dated: this _____ day of _____ 20.....

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 _____

(2) Signature with _____ name,
address and date _____

Details of Tenderers

A. Particulars of Firm

Sr. No.	Particulars	To be filled by Tenderer
1.	Whether Original Equipment Manufacturer	Yes/No
	Or Authorized Dealer (Please submit the certificate of authority)	Indicate Yes/No for certificate of authority) (If yes kindly attached the copy of the authorization certificate/letter)
2.	Composition of the firm (Whether partnership / proprietorship /Public Ltd.)	
3.	Names of the proprietor/ partners / Directors of the firm	
4.	GST Number	
5.	Address of the Firm	
	Telephone/Mobile no	
	Email address	
	Fax No	

All communication shall be sent to the above mentioned e-mail address.

B. The details of bankers are as below:

Sr. No.	Particulars (submit the crossed cancelled cheque)	To be filled by tenderer
1	Name of the Bank	

2	Branch Address	
3	Telephone and fax number	
4	Name of the contact person	
5	Credit facility / overdraft facility enjoyed by firm from the Bank	
6	The period from which the firm has been banking with Bank	

C. Prequalification Criteria :

Following are our Clients for whom we have executed "eligible" (as defined in section I) works during last 5 years as per the eligibility criteria (Please submit the documentary evidence for following works

Sr. No.	Details	Client (1)	Client (2)	Client (3)
1	Name of the Client Organization / Firm:			
	Address :			
	Name of the Contact Person:			
	His/her Mobile No. :			
	His/her Fax No.:			
	His/her Telephone No/s.:			
	His/her e-mail ID:			

2	Name of the "eligible" work with brief particulars			
3	Work order No. and date			
4	Cost of the "eligible" work as per work order / letter of award:			
5	Date of commencement			
6	Stipulated date of completion			
7	Actual date of completion			
Sr. No.	Details	Client (1)	Client (2)	Client (3)
8	Amount of compensation levied by the client for delayed completion, if any:			
9	Gross value of the work completed and paid for :			
10	Whether the tenderer has been engaged by the Client for maintenance under Annual Maintenance Contract (CAMC) of the commissioned system (please state Yes or No)			

In case of more than three clients, attach separate sheet.

D. Please also provide following details with supporting documents as per prequalification criteria:

1	Work experience in (Refer para 2.1 of section I) years (please submit old work order of any amount at least 5 years from the date of publish of this tender or date of Incorporation of the firm is more than 05 years)	
2	Turnover of the firm for the last 3 years (year wise) and submit the documentary evidence in support of the same duly certified by Chartered Accountant	
	(a) 2018-19	
	(b) 2017-18	
	(c) 2016-17	

E. Details of service set up/resident engineer/any other service arrangement in Jaipur :

Note : All the details must be filled in the tender documents only no separate annexure will be accepted. Only Submit documents in support of details filled above.

Signature of Tenderer with stamp/Date

**Reserve Bank of India
Estate Department
Jaipur**

**Supply Installation Testing & Commissioning (SITC) of 1 nos goods
(Bullion) lift at office premises of Reserve Bank of India, Jaipur**

Section (III):

GENERAL INSTRUCTIONS TO CONTRACTORS & SPECIAL CONDITIONS

3.1 E- tenders in two parts are invited for said work from eligible contractors (Refer Section

I).

Only those tenderers who fulfil the eligibility criteria as given in section I will be eligible to tender for the work. A Tender submitted by a firm which is found to be not satisfying any of the eligibility criteria will be liable for rejection.

3.2 The tenders for the above work in two parts i.e. Part-I containing technical specifications of equipment, and the terms and conditions (Rates and amounts of items shall not appear anywhere in this part) and Part-II containing only rates of items.

Following Scan signed document is need to be uploaded on MSTC site on relevant tender.

- 1. Signed copy of Part I of the tender.**
- 2. Eligible criteria documents (Work order copy, Turnover details) Client certificate, Banker's certificate)**

If the intending tenderer feels that any of the terms and conditions of the tender documents are not acceptable to them or they feel that additional terms and conditions are required to be incorporated, they may indicate these conditions or additional or amended conditions only in separate letter and this letter need to be upload along with Part I. All other terms and conditions on which there are no observations by the intending tenderers shall be constructed as acceptable to the tenderer.

- (a) Each of the tender documents should be signed by the person or persons submitting the tender in token of his/their having acquainted himself/themselves with the General Conditions of Contract, Specifications, Special Conditions etc. as laid down. Any tender with any of the documents not signed will be rejected.
- (b) The Tender submitted on behalf of a firm/company and shall be signed by all the partners of the firm or by a partner who has the necessary authority on behalf of

the firm to enter into the proposed contract, otherwise the tender may be rejected by the bank.

- (c) The Reserve Bank of India does not bind itself to accept the lowest or any tender and reserve to itself to accept or reject any or all the tenders either in whole or in part, without assigning any reasons for doing so.

3.3 Clarifications:

- (a) If firms are required to clarify any point / clause of the tender they may email to the officers as mentioned at important information at Section I.

Earnest Money Deposit (EMD) To Be Submitted By The Tenderers

- 3.4 Intending tenderers shall pay as earnest money NEFT (refer Section I) to Reserve Bank of India, Jaipur. Tender without EMD will not be accepted. The earnest money will be returned to the tenderer if his tender is not accepted but without any interest. The earnest money of successful tenderer will be returned after completion of the work. **(MSME are exempted for submitting the EMD subject to submission of relevant certificate)**

EMD shall be forfeited if the Bidder:

- (i) makes misleading or false representations in the forms, statements and attachments submitted, has suppressed any material information, details of any legal proceedings pending in the court which might otherwise have created any impact on the eligibility criteria; or
 - (ii) Withdraws his Bid during the period of Bid validity; or does not sign the contract after award of Contract.
 - (iii) Has been blacklisted by any Government agency and the blacklisting is still in force.
 - (iv) If bidder fails to complete the work.
- 3.5 On receipt of intimation from the Bank of the acceptance of his/their tender, the successful tenderer shall be bound to implement the contract and within fourteen days thereof the successful tenderer shall sign an agreement (Draft article of agreement at [Annexure IV](#)) in accordance with the draft agreement and the Schedule of Conditions but 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.
- 3.6 As security for due fulfillment of the terms and the obligation of the Defect Liability Period and thereafter service contract for entire life cycle of the equipment, the successful tenderer shall furnish a Bank Guarantee (refer clause 3.30)
- 3.7 All compensation or other sums of money payable by the Contractor to the Employer under the terms of this Contract may be deducted from his earnest money and the security deposit if the amount so permits and the contractor shall, unless

such deposit becomes otherwise payable, within ten days after such deduction make good in cash the amount so deducted.

- 3.8 The tenderers shall furnish full details of eligible similar works carried out by them during the last 05 years, as per the Performa included in this tender. The Bank may inspect one or all the works and satisfy itself about the performance of the installed equipment including the quality and reliability of the service rendered before opening Part II of the tenders. Thereafter, the Bank at its discretion will consider or reject any or all the tenders without assigning any reason thereof.
- 3.9 The Contractor shall carry out all the work strictly in accordance technical specification and scope of the work, details and instructions of the Bank's Engineer.
- 3.10 The rates quoted shall be firm and shall not be subjected to variations in exchange rate, variation in labour, transport cost. The rates shall be quoted for complete work, i.e. supply, installation, testing and commissioning of the equipment and shall include charges for all taxes, duties, levies, consumable, labour, transport, insurance for transit, storage as also workmen compensation & 3rd party liability policies, erection etc except service tax/GST at the specified site. No concessional form for any levies will be issued by the Bank. Similarly no import license will be issued by the Bank. Equipment, if required to be imported shall be arranged to be imported against the contractors own import license. All payments will be made at Jaipur and will be in Indian rupees only.
- 3.11 Tenderers are advised to quote strictly as per **Schedule of Quantity**. The schedule of quantities is based on probable quantities. The Contractor should note that unless otherwise stated the tender is strictly on item rate basis and his attention is drawn to the fact that rates for each and every item should be correct, workable and selfsupporting. The quantities in the Schedule of Quantities approximately indicate the total extent of work but may vary to any extent and may even be omitted depending upon the site conditions and requirements solely at the discretion of the Bank thus altering the aggregate value of the Contract. No claim shall be entertained on this account.
- 3.12 As regards make of equipment acceptable to the Bank the tenderers are advised to refer to "Section V – Technical Specification Approvals" and to the list of approved make of materials/equipment. The tenderer are advised to quote for the make out of the approved list, conforming to the specification and which is most economical. The tenderers are advised not to quote with alternative equipment. The tender shall be accompanied by leaflets/literatures giving complete technical & constructional details along with list of make of components of the equipment offered.
- 3.13. The tenderer must obtain for himself on his own responsibility and at his own expenses all the information which may be necessary for the purpose of making a tender and for entering into a contract and must examine the Drawings and must inspect the site of the work and acquaint himself with all local conditions, means of access to the work, nature of the work and all matters pertaining thereto.

3.14. Evaluation of tenders:

- Eligible Tenders (Those qualify in Part I of tender) will be evaluated on the basis of capital cost of the system, rebate offered for dismantling and taking away system and taking into account the effect of rates quoted for comprehensive service contract for a period of 19 years after the expiry of one year of defect liability / guarantee period.
- Tendered offers shall be evaluated on the basis of the **Net Present Value (NPV)** of owning the said System having 19 years of useful service life. The said NPV shall comprise:

1.	Cost of DSITC Goods(Bullion) lift	Say (A)
2.	Comprehensive annual maintenance contract (CAMC) for one year after one year of defect liability period.	Say (B)
	<p>NPV of comprehensive annual maintenance Service contract charges for the period of 19 years after 1 year defect liability period shall be calculated assuming 5% increase in contract amount every year after first year of AMC, quarterly payment and with a discount rate of 8%. Thus, the <i>Multiplying Factor (MF)</i> for working out NPV of AMC for 19 years after (1 year guarantee period) shall be 13.17</p> <p>Note: (i) AMC amount for calculating the NPV shall be taken as quoted in the Part II of the tender</p> <p>Note: If the bidder quotes less than 5% of contract amount for AMC charges in the part II of the tender, in such cases, 5% of contract amount will be taken for NPV calculation but the actual quoted amount will be taken for the issue of work order for AMC.</p>	
3	Removing and taken as Buyback of old goods lift	Say (C)
4	Net Present Value (NPV) of Owning the Bullion lift for 19 years of useful service life shall be worked out as	$D=(A+(BX13.17))C$
5	The work will be awarded for the lowest value of (D) above.	

Total Cost of Ownership = Capital Cost + 13.17*AMC Rate (one year) -Buyback cost

3.15 Defect Liability Period (DLP) and Comprehensive Annual Maintenance Contract

(CAMC):

- a) The equipment/system supplied shall be guaranteed against all types of defects for at least a period of one year (defect liability period/ DLP) from the date of handing over of the equipment/system to the Bank and also required to comprehensive annual maintenance contract (CAMC) for further period of 19 years.
- b) **Successful bidder requires one time to sign and submit Comprehensive Annual Maintenance Contract (CAMC) (as per [annexure V](#)) after completion of work along with performance Bank Guarantee. The cost of stamp paper fee (Rs 500) will be borne by the successful bidder.**
- c) Any defects in the system/sub-assemblies found within the guarantee period/DLP and AMC period shall be rectified / replaced by the tenderer free of cost. This includes all consumable except battery.
- d) During the said period of 12 months and CAMC, the contractor (successful tenderer) shall make periodical inspection of the working of the lift free of charge at least **four times** a year or as per OEM recommendation (whichever is higher), if required, including (cleaning of all components, lubrication, checking alignment, ARD testing, interlocking testing, checks as recommended by OEM etc.) and attending to ANY NUMBER of breakdown calls shall be carried out free-of-cost.
- e) Tenderer shall also indicate the service facility they will offer at the place of installation and the telephone number & address of their service center.
- f) The tenderers shall also quote their charges separately for Annual comprehensive maintenance service contract after the expiry of the guarantee period/defect liability period as per the scope .This quoted rate for the service contract shall be valid for a period of one year after expiry of guarantee period/DLP i.e. one year from the date handing over the system.
- g) The CAMC payment shall be made on **quarterly basis** on rendering satisfactory service. The service contract rate shall also take into account all the cost, including travel cost from the nearest service station, all parts, oil, consumable required to run the system.
- h) During the currency of the Comprehensive Annual Maintenance Service Contract, all care shall be taken by the contractor so that the downtime of any lift is kept minimum. However, an overall uptime of minimum 97% for each lift shall be maintained, failing which a penalty equivalent to double the daily rate of service contract amount (arrived at by dividing the annual contracted amount per lift by 360 and rounding it off to next higher rupee) multiplied by the percentage shortfall from the acceptable 97% availability will be recovered from the payment due to the firm every quarter. The uptime will be computed every quarter for each lift as under:
$$100 \times \frac{\text{Total hours in 3 months} - \text{total hours of breakdown}}{\text{Total hours in 3 months}}$$

Total number of days allowed for taking up scheduled preventive maintenance once a quarter for 1 day per lift and for breakdown maintenance, as detailed below, shall be excluded from the above for the purpose of calculating "Uptime":

Minor repairs - 1 Day

Major Repairs - 5 Days,

Items included in Major Repairs are as under:

- (a) Rewinding of motor
- (b) Armature replacement
- (c) Replacement of rope
- (d) Replacement of bearings, gears etc. in gear box
- (e) Replacement of

guide shoes for the car and counter weight (f) Replacement of trailing cables/ control wiring (g) VVVF Controller replacement

- i) The Amount of service contract shall be renewed for an additional period of at least 18 years after two year (one year defect liability period and one year CAMC on quoted rates). While renewing the contract amount will be arrived at based on following formula.

$$A_c = \frac{A_p}{100} \left(50 \times \frac{M_{Pc}}{M_{Pp}} + 50 \times \frac{W_{Ic}}{W_{Ip}} \right)$$

A_c = The contract amount for the current year.

A_p = The contract amount for the previous year.

M_{Pc} = Wholesale Price Index for metal products 6 months prior to the commencement date of contract for the current year. M_{Pp} = Wholesale Price Index for metal products 6 months prior to the commencement date of contract for the previous year.

W_{Ic} = Consumer Price Index for industrial workers (Respective Center) 6 months prior to commencement date of contract for the current year.

W_{Ip} = Consumer Price Index for industrial workers (Respective Center) 6 months prior to commencement date of contract for the previous year.

The rate shall be renewed in every Year in July and communicated through letter.

- j) If contractor fails to complete the 20years of service contract from the date of handing over the system. The Bank has right to blacklist the firm for further participating in any other tender invited by the RBI and security deposit/Bank Gurantee amount will also be forfeited.

3.16 The tenderer should impart training to the Bank's staff for a period not less than one week on the system before handing over of the system without any charge to the Bank.

3.17 Insurance

The contractor shall take all insurances before dispatching the system from the factory to our site at his cost to cover all kinds of risks from the date of scheduled commencement of works till handing over the system to the Bank, in the joint names of the Bank, the Bank's name being the first and the contractor before commencement of work and it shall cover the following risks:

1. Contractors all risk (CAR) insurance inclusive of, Storage, testing and commissioning policy for the full contract value.
2. Workmen compensation policy for men deployed at the site.
3. Third party liability policy with the limits as under.
 - a. Rs.5,00,000/- per accident per lift subject to a maximum limit of Rs 10,00,000/- per annum

b. Rs.1,00,000/- per person per lift

- 3.18 The tender shall be accompanied by leaflets/literatures giving complete technical & constructional details, makes of components of the equipment offered. Tenderers are advised to visit the site of installations and acquaint themselves of the site conditions before tendering. Tenderers should be specific and offer comments only if their system differs from the Bank's detailed specifications/ features in any manner. A write up of working of the system as a whole and the individual components shall also be enclosed. The successful tenderer, on completion of the work, shall furnish three sets of schematic and layout drawings and maintenance manuals.
- 3.19 Time allowed for carrying out the work as mentioned in the Memorandum and Section I shall be strictly observed by the Contractor and it shall be reckoned from the 14th day after written order to commence the work is issued. The work shall throughout the stipulated period of the Contract be proceeded with all due diligence and if the Contractor fails to complete the work within the specified period he shall be liable to pay compensation as defined in Section I of the Part I. The tenderer shall before commencing work prepare a detailed work programme which shall be approved by the Bank's Engineer.
- 3.20 .The Contractor shall not be entitled to any compensation for any loss suffered by him on account of delays in commencing or executing of the work, whatever the cause of delays may be, including delays arising out of modifications to the work entrusted to him or in any sub-contract connected therewith or delays in awarding contracts for other trades of the project or in commencement or completion of such works or in procuring Government controlled or other building materials or in obtaining water and power connections for construction purposes or for any other reason whatsoever and the Employer shall not be liable for any claim in respect thereof. The Employer does not accept liability for any sum besides the tender amount, subject to such variations as are provided for herein.
- 3.21. The successful tenderer is bound to carry out any items of work necessary for the completion of the job even though such items are not included in the quantities and rates. Schedule of instructions in respect of such additional items and their quantities will be issued in writing with the prior consent in writing of the Employer.
- 3.22. The successful tenderer must co-operate with the other contractors appointed by the Employer so that the work shall proceed smoothly with the least possible delay and to the satisfaction of the Employer.
- 3.23 The Contractor must bear in mind that all the work shall be carried out strictly in accordance with Specifications and also in compliance of the requirements of the local public authorities and to the requirements of the Indian Electricity Rules and no deviation on any account will be permitted.
- 3.24 Before dispatching the equipment to site, the equipment may be inspected by the {Bank's Engineer} Bank's Technical officers in any grade at the manufacturer's site and then cleared for shipment. The contractor shall at his own expense, offer to the

Inspector all reasonable facilities as may be necessary for satisfying himself, that the equipment/execution of work is being and/or have been manufactured/executed in accordance with specifications laid down in the particular specifications attached to this tender documents. The Bank's Engineer shall have full and free access at any time during the execution of the contract to the Contractor's works or site in case of execution of work for the purpose aforesaid, and he may require the contractor to make arrangements for inspection or work or any part thereof or any material at his premises or at any other place specified by the Bank's Engineer and if the contractor has been permitted to employ the service of a sub-contractor, reserve to the Bank's Engineer a similar right.

This will however, not in any way absolve the contractor of his responsibility about proper performance of the system/components after erection & commissioning at the designated site.

- 3.25 Cost of Inspection:- The contractor shall provide, without any extra charge, all materials, tools, labour and assistance of every kind which the Bank's Engineer may demand of him for any test/inspection and examination which he shall require to be so made on the contractor's premises and shall bear and pay all costs attendant thereon. However, cost of traveling, boarding and lodging, of Bank's Engineer (s) to the site of inspection shall be borne by the Bank.
- 3.26 Method of Testing: - The Bank's Engineer shall have the right to put all the equipment and materials forming part of the same or any part thereof to such tests as he may think fit and proper. The contractor shall not be entitled to object on any ground whatsoever to the method of testing adopted by the Inspector.
- 3.27 Inspector Authority to certify performance: - The Bank's Engineer shall have the power:
- a) Before any equipment or part thereof are submitted for inspection to certify that they or any portion thereof are not in accordance with the contract owing to adoption of any unsatisfactory method of manufacture;
 - b) To reject any equipment or parts submitted as not being in accordance with the specification;
 - c) To reject the whole of the equipment tendered for inspection, if after inspection of such portion thereof as he may in his discretion think fit, he is satisfied that the same is unsatisfactory; and
 - d) To mark the rejected equipment or parts with a rejection mark so that it may easily be identified if re-submitted.
- 3.28 Consequence of rejection: If on the equipment or the equipment or its part thereof, being rejected by the Bank's Engineer the contractor fails to make satisfactory supplies or rectify the faulty work thus executed within the stipulated period of delivery/completion period, the Bank shall be at liberty to:
- i) Allow the contractor to re-submit the equipment or parts in replacement of those rejected, within a time to be specified, the contractor bearing the cost of freight if any, on such replacement without being entitled to any extra payments on that account; or

- ii) Purchase/execute or authorise the purchase/execution of quantity/work of the equipment or parts rejected or others of a similar description (when equipment or parts exactly complying with specifications are not in the opinion of the Bank which shall be final, readily available) to the contractor at his risk and cost and without affecting the contractor's liability as regards supply under the contract; or
- iii) Cancel the contract and purchase/execute or authorise the purchase/execution of the equipment or others of a similar description (when equipment or parts exactly complying with specifications are not in the opinion of the Bank, which shall be final, readily available) at the risk and cost of the contractor. In the event of action being taken under such clause (b) above or this clause the provision of delivery clause apply as far as applicable.

3.29 Bank's Engineer decision as to rejection final: - The Bank's Engineer's decision as regards the rejection shall be final and binding on the contractor subject to contractor's appeal.

3.30 The following terms of payment shall be applicable to this contract:

- 70 % of the quoted rate pro-rata as given in sr no 'A' of section VI against delivery of materials after checking at site,
- 30 % of the quoted rate on completion of successful erection, testing, commissioning and handing over the system and submitting the Performance Bank Guarantee (PBG format is attached) of 10% of the quoted rate (Contract amount) which shall be valid till the end of first year of CAMC after completion of warranty period and submitting the CAMC contract as per [annexure V](#). The amount of Bank Guarantee will be reduced by 1/20th of initial Bank Guarantee amount year after year..
- EMD amount will also be released after completion of the work.
- All bill is liable to deduct TDS@1% or 2% of contract amount (1% in case of individual firm and 2% for company) and 1% of contract value each of CGST and SGST on TDS.

3.31 The entire work shall be completed as indicate section I of Part I failing to which liquidated damages per day as indicated above in tender notice with an upper ceiling of 10% of the contract amount, will be levied. (as given in section I)

3.32 The successful tenderer shall execute an agreement with the Bank on stamped paper within fourteen days of receipt of letter of acceptance. However, the issue of letter of acceptance by the Bank shall be construed as a binding contract, as though such an agreement has been executed and all the terms and conditions shall apply on this contract.

3.33 The payment for the system will be made by Jaipur office to which the system is supplied and installed. Any dispute arising out of this contract will also be sorted out within the jurisdiction of Jaipur.

- 3.34 The tenderer shall furnish the name and address of the Bankers with whom they normally Bank. They shall also furnish the name and addresses of their recent clients for whom they have carried out similar works/supplies in the recent past, along with full details like the cost and capacity of the system/machine supplied, the date of the supply etc.
- 3.35 The Bank reserves the right to accept or reject any or all the tenders either in full or in part without assigning any reasons thereof.
- 3.36 The Contractor shall strictly comply with the provision of safety code annexed hereto.
- 3.37 The whole of the works included in the contract shall be executed by the Contractor and the Contract or any part/share thereof or any interest therein shall not be assigned or sublet without the prior written consent of the Employer, and no undertaking shall relieve the Contractor from the full and entire responsibility of the Contract or from active superintendence of the works during their progress.
- 3.38 The contractor(s) shall make his/their own arrangements for water and Electric power supply required for the work and nothing extra will be paid for the same. This will be subject to the following conditions.
- 3.39 The CONTRACTOR is bound to carry out all the the items of works necessary for completion of the job even if the same is not exclusively mentioned in the document but can be reasonably inferred from the scope of work and other details/ conditions provided in the tender document. The contractor shall be entirely responsible for executing the work covered under this Tender document in a safe, efficient and expeditious manner as per the time schedule, specifications and the necessary supervisory personnel, skilled, semi-skilled and unskilled labour shall be provided by the CONTRACTOR to achieve the monthly/weekly targets and the overall time schedule.
- 3.40 Responsibility for obtaining all statutory approvals related to the work lies with the CONTRACTOR. The contractor shall obtain and pay for necessary inspection fee levied by the Government and/or any other authorities and obtain necessary permit as required and also conduct such tests as are called for by the regulation of the authorities without any extra cost to the Employer.
- 3.41 Being office premises, rebate shall be removed from the office building to designated place on same day and from designated place to outside premises within week time. Failure to do same Bank shall remove the same at its own cost and same will be deducted from the EMD/Final payment to be released to the contractor.
- 3.42 Work shall be carried out during the office hours with least disturbance. Obtaining the gate pass/work pass/permission for carrying out the work shall be responsibilities of the contractor. Delay in completion of work on account of not having necessary gate/work pass will not be consider as hindrance from the Bank

3.43 Contractor shall make his own arrangement for storage and protection of all materials supplied by him. Bank will provide open storage space within the compound of the building. However, the responsibility and safety of the materials stored will be with the contractor. No accommodation will be provided for any worker by the Bank

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

Place:

Signature of Tenderer

Date:

Name & Designation

Name of firm

SEAL

SAFETY CODE General Safety

- 1 There shall be maintained in a readily accessible place first aid appliances including adequate supply of sterilized dressings and cotton wool.
- 2 An 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 shall not be less than 30cm. (clear) and the distance between two adjacent rungs shall not be more than 30 cm. When a ladder is used an extra mazdoor shall be engaged for holding the ladder.
- 5 The excavated material shall not be placed within 1.5 meters of the edge of the trench or half of the depth of trench whichever is more. All trenches and excavations shall be provided with necessary fencing and lighting.
- 6 Every opening in the floor of building or in a working platform shall be provided with suitable means to prevent the fall of persons or materials by providing suitable fencing or railing whose minimum height shall be one meter.
- 7 No floor, roof or other part of the structure shall be so overloaded with debris or materials as to render it unsafe.
- 8 Workers employed on mixing and handling materials such as asphalt, cement mortar, concrete and lime mortar shall be provided with protective footwear and rubber handgloves.
- 9 Those engaged in welding works shall be provided with welder's protective eye shields and gloves.
- 10 (i) No paint containing lead or lead products shall be used except in the form of paste or readymade paints.

(ii) Suitable facemasks should be supplied for use by the workers when the paint is applied in the form of spray or surface having lead paint is dry rubbed and scrapped.
- 11 Overalls shall be supplied by the Contractor to the painters and adequate facilities shall be provided to enable the working painters to wash during the periods of cessation of work.
- 12 Hoisting machines and tackle used in the works, 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 equipments used at site shall be plugged into correctly rated electrical outlets.
- ii. Only ISI marked 3 pin plug and other appliances and equipments 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 equipments 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 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.

SECTION (IV)

Conditions of contract - commercial

THE CONDITIONS HEREINBEFORE REFERRED TO

4.1 Interpretation Clause

4.1.1 In construing these conditions, the Specifications, Schedule of Quantities and Contract agreement, the following words shall have the meaning herein assigned to them except where the subject of context otherwise required.

(a) "Employer" shall mean the Reserve Bank of India and shall include its assigns and successors.

(b) "Contractor/Bidder/tenderer" (i) in the case of partnership shall mean _____ and _____ trading as partners in the names and style of _____ and having a place of business at _____ and shall include the partners for the time being of the said firm and legal representatives of a deceased partner (ii) in the case of individual shall mean Shri _____ trading in the name and style of _____ and shall include his heirs, successors and legal representatives (iii) in the case of company shall mean _____ a company incorporated under _____ 19____ and having its registered office at _____ and shall include its successors and assigns.

(c) "Site" shall mean the site of the Contract works including any building and erections thereon and any other land (inclusively) as aforesaid allotted by the Employer for the Contractor's use.

(d) "This Contract" shall mean the Articles of Agreement, the Special Conditions, the Conditions, the Appendix, the Schedule of Quantities, Specifications, and Drawings, etc, attached hereto and duly signed.

(e) "Bank's Engineer : The term "Bank's Engineer" shall mean the person appointed and paid by the Employer to inspect the works. The Contractor shall afford the Bank's Engineer every facility and assistance for inspecting the works and materials, and for checking and measuring time and materials. Neither the Bank's Engineer nor any representative of the Bank shall have power to set out works or to revoke, alter, enlarge or relax any requirements of the Contract, or to sanction any day work, additions, alterations, deviations, or omissions, or any extra work whatever, except in so far as such authority may be specially conferred by a written order of the Bank's Engineer with the prior concurrence in writing of the Employer.

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

- (f) "Notice in Writing" or Written Notice shall mean a notice written, typed or printed characters sent (unless delivered personally or otherwise proved to have been received) by registered post to the last known private or business address or registered office and shall be deemed to have been received when in the ordinary course of post it would have been delivered.
- (g) "Act of Insolvency" shall mean any act of insolvency as defined by the Presidency Towns Insolvency Act or the Provincial Insolvency Act or any Act amending such original.
- (h) "Net Prices" if in arriving at the Contract amount the Contractor shall have added to or deducted from the total of the items in the tender any sum either as percentage or otherwise, than the net prices of any item in the tender shall be the sum arrived at by adding to or deducting from the actual figure appearing in the tender as the price of that item a similar percentage or proportionate sum provided always that in determining the percentage of proportion of the sum so added or deducted by the Contractor the total amount of any Prime Cost items and provisional sums of money shall be deducted from the total amount of the tender. The expression "Net rates" or "Net Prices" when used with reference to the Contract or accounts shall be held to mean rates or prices so arrived at.
- (i) "The Works" shall mean " the name of the tender/work as mentioned Section I" at Jaipur
- (k) Words imparting persons include firms and corporations. Words imparting the singular only also include the plural and vice versa, where the context requires.

4.2 Scope of Contract

4.2.1 The Contractor shall carry out and complete the said work in every respect in accordance with this Contract and with the directions of and to the satisfaction of the Bank's Engineer. The Bank's Engineer may in his absolute discretion and from time to time issue further drawings and / or written instructions, details, directions, and explanations which are hereafter collectively referred to as "Bank's Engineer's Instructions" in regard to,

- (a) The variation or modification of the design, quality or quantity of works or the addition or omission or substitution of any work.

- (b) Any discrepancy in the drawings or between the Schedule of Quantities and/or Drawings and/or Specifications.
- (c) The removal from the site of any materials brought thereon by the Contractor and the substitution of any other material therefor.
- (d) The removal and/or re-execution of any works executed by the Contractors.
- (e) The dismissal from the works of any persons employed thereupon.
- (f) The opening up for inspection of any work covered up.
- (g) The amending and making good of any defects under clause 4.19 hereof.

4.2.2 The Contractor shall forthwith comply with and duly execute any work comprised in such Bank's Engineer's Instructions provided always that verbal instructions, directions and explanations given to the Contractor or his representative upon the work by the Bank's Engineer shall, if involving a variation, be confirmed in writing by the Contractor within SEVEN days, and if not dissented from in writing within a further SEVEN days by the Bank's Engineer, such shall be deemed to be the Bank's Engineer's Instructions within the scope of Contract.

4.3 Variations to be approved by Employer

4.3.1 Notwithstanding anything herein contained, the Bank's Engineer or his representative shall not, without the prior concurrence in writing of the employer issue any instructions, verbal or in writing, which will result in the Employer having to pay the Contractor an additional sum and all instructions issued to the Contractor should forthwith be brought to the notice of the Employer. The Contractor shall submit a statement of variations giving quantity and rates duly supported by analysis of rates, vouchers, etc. The rates on scrutiny and final acceptance by the Employer shall form a supplementary agreement. The Employer shall not be liable for payment of such variations until these statements are sanctioned by it.

4.4 Drawings, Schedule of Quantities and Agreement

4.4.1 The Contract shall be executed in duplicate and the Employer and the Contractor shall be entitled to one executed copy each for his use. The Contractor on the signing hereof, shall be furnished by the Bank's Engineer, free of cost, one copy each of the said Drawings and of the Specifications. Any further copies of such Drawings required by the Contractor shall be paid for by him. The Contractor shall keep one copy of all Drawings on the works and the Bank's Engineer or his representative shall at all reasonable times have access to the same. Before the issue of the final certificate to the Contractor he shall forthwith return to the Bank all Drawings and Specifications.

4.5 Contractor to provide everything necessary at his cost.

4.5.1 The Contractor shall provide at his cost everything necessary for the proper execution of the works according to the intent and meaning of the Drawings, Schedule of Quantities and Specifications taken together whether the same may or may not be particularly shown or described therein provided that the same can reasonably be inferred therefrom, and if the Contractor finds any discrepancy in the Drawings or between the Drawings, Schedule of Quantities and Specifications he shall immediately and in writing refer the same to the Bank's Engineer who shall decide which is to be followed.

4.6 Authorities, Notices and Patents

4.6.1 The Contractor shall conform to the provisions of any Act of the Legislature relating to the works, and to the regulations and bye-laws of any authority, and of any water, electric supply and other companies and/or authorities with whose systems the structure is proposed to be connected, and shall, before making any variations from the Drawings or Specifications that may be necessitated by so conforming, give to the Bank's Engineer written notice, specifying the variations proposed to be made and the reason for making it and apply for instructions thereon. In case the Contractor shall not within ten days receive such instructions he shall proceed with the work conforming to the provisions, regulations, or bye-laws in question, and any variation so necessitated shall be dealt with under Clause 4.13 hereof.

4.6.2 The Contractor shall bring to the attention of the Bank's Engineer all notices required by the said Acts, regulations or bye-laws to be given to any authority and pay to such authority, or to any public office all fees that may be properly chargeable in respect of the works.

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

4.7 Setting out of Works

4.7.1 The Contractor shall set out the works and shall be responsible for the true and perfect setting out of the same and for the correctness of the positions, levels, dimensions and alignment of all parts thereof. If at any time, any error in this respect shall appear during the progress of the works or within a period of one year from the completion of the works, the Contractor shall, if so required, at his own expense rectify such error to the satisfaction of the Bank's Engineer.

4.8 Materials & Workmanship to conform to Descriptions

4.8.1 All materials and workmanship shall, so far as procurable, be of the respective kinds described in the Schedule of Quantities and/or Specifications and in accordance with the Bank's Engineers' instructions and the Contractor shall upon the request of the Bank's Engineer furnish him with all invoices, accounts, receipt and other vouchers to prove that the materials comply therewith. The Contractor shall at his own cost arrange for and/or carry out any test of any materials which the Bank's Engineer may require.

4.9 Contractor's Superintendence & Representative on the works

4.9.1 The Contractor shall give all necessary personal superintendent during the execution of the works and as long thereafter as the Bank's Engineer may consider necessary until the expiration of the "Defects Liability Period" stated in the Appendix hereto. The Contractor shall also during the whole time the works are in progress employ a competent representative who shall be constantly in attendance at the works while the men are at work. Any directions explanations, instructions or notices given by the Bank's Engineer to such representative shall be held to be given to the Contractor.

4.10 Dismissal of Workmen

4.10.1 The Contractor shall on the request of the Bank's Engineer immediately dismiss from the works any person employed thereon by him who may, in the opinion of the Bank's Engineer be incompetent or misconduct himself and such persons shall not be again employed on the works without the permission of the Bank's Engineer.

4.11 Access to Works

The Employer and their representatives shall at all reasonable times have free access to the works and/or to the workshops, factories or other places where the material is lying or from which they are being obtained and the Contractor shall give every facility to the Employer and their representatives necessary for the inspection and examination and test of the materials and workmanship. No person not authorised by the Employer except the representatives of public authorities shall be allowed on the works at any time.

4.12 Assignment and Sub-letting

4.12.1 The whole of the works included in the Contract shall be executed by the Contractor and the Contractor shall not directly or indirectly transfer, assign or under-let the Contract or any part/share thereof or any interest therein without the prior written consent of the Employer, and no undertaking shall relieve the Contractor from the full and entire responsibility of the Contract or from active superintendence of the works during their progress.

4.12.2 No alteration, omission or variation shall vitiate this Contract but in case the Bank's Engineer thinks proper at any time during the progress of the works to make any alterations in, or additions to, or omissions from the works or any alterations in the kind or quality of the materials to be used therein and shall give notice thereof in writing under his hand to the Contractor, the Contractor shall alter, add to, or omit from, as the case may be, in accordance with such notice, but the Contractor shall not do any work extra to or make alterations or additions to or omissions from the works or any deviations from any of the provisions of the Contract, Stipulation, Specification or Contract Drawings without the previous consent in writing of the Bank's Engineer and the value of such extras, alterations, additions, or omissions shall in all cases be determined by the Bank's Engineers with the prior approval in writing of the Employer in accordance with the provisions of Clause 4.16 hereof and the same shall be added to, or deducted from the Contract Amount, as the case may be, accordingly.

4.13 Schedule of Quantities

4.13.1 The schedule of quantities, unless otherwise stated shall be deemed to have been prepared in accordance with the standard method of measurement. The mode of measurement for measurable items of work shall be as indicated in the sub-section "mode of measurement" under section.

4.13.2 Any error in description or in quantity or in omission of items from the Schedule of Quantities shall not vitiate this Contract but shall be rectified and the value thereof as ascertained under Clause 4.16 thereof shall be added to, or deducted from, the Contract Amount (as the case may be) provided that no rectification of errors, if any, shall be allowed in the Contractor's Schedule of Rates.

4.14 Sufficiency of Schedule of Quantities

4.14.1 The Contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the prices stated in the schedule of quantities and / or the Schedule of Rates and prices which rates and prices shall cover all his obligations under the Contract and all matters and things necessary for the proper completion of the works.

4.15 Measurement of Works

4.15.1 The Bank's Engineer may from time to time intimate to the Contractor that he requires the works to be measured and the Contractor shall forthwith attend or send a qualified agent to assist the Bank's Engineer or his representative in taking such measurements and calculations and to furnish all particulars or to give all assistance required by any of them.

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

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

4.15.4 All authorised extra works, omissions, and all variations made without the Bank's Engineers' knowledge, if subsequently sanctioned by him in writing (with the prior approval in writing of the Employer) shall be included in such measurements.

4.16 Prices for extras etc. - Ascertainment of

4.16.1 The Contractor may, when authorised, and shall, when directed, in writing by the Bank's Engineer with the approval of the Employer add to, omit from, or vary the works shown upon the drawings, or described in the Specification, or included in the Schedule of Quantities, but the Contractor shall make no additions, omissions or variation without such authorization or direction. A verbal authority or direction by the Bank's

Engineer shall, if confirmed by him in writing within seven days, be deemed to have been given in writing.

4.16.2 Extra Item: If the quantity of any of the tender items increases 25% beyond the tender item quantity, such items shall be treated as Extra items and the rates of these shall be prepared on the basis of market rate analysis. No claim for an extra item shall be allowed unless it shall have been executed under provisions of Clause 4.2.2 hereof or by the authority of the Bank's Engineer with the concurrence of the Employer as herein mentioned. Any such extra is herein referred to as authorized extra and shall be made in accordance with the following provisions.

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

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

4.16.3 The measurement and valuation in respect of the Contract shall be completed within the "Period of final measurements" stated in the Appendix or if not stated, then, within six months of the completion of the Contract works as defined in Clause 4.20 hereof.

4.17 Unfixed materials when taken into account to be Property of the Employer

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

4.18 Removal of Improper Works

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

4.19 Defects after Virtual Completion

4.19.1 Any defect, shrinkage, settlement or other faults which may appear within the "Guarantee period" stated in the Appendix hereto or, if none stated, then within twelve months from the date of handing over of the plant after successful completion of acceptance testing, arising in the opinion of the Bank's Engineer from materials or workmanship not in accordance with the Contract, shall upon the directions in writing of the Bank's Engineer and within such reasonable time as shall be specified therein, be amended and made good by the Contractor, at his own cost and in case of default the Employer may employ and pay other persons to amend and make good such defects, shrinkage, settlements or other faults, and all damages, loss and expenses consequent thereon or incidental thereto shall be made good and borne by the Contractor and such damages, loss and expenses shall be recoverable from him by the Employer or may be deducted by the Employer from any money due or that may become due to the Contractor, or the Employer may in lieu of such amending and making good by the Contractor, deduct from any moneys due to the Contractor a sum, to be determined by the Bank's Engineer, equivalent to the cost of amending such work and in the event of the amount retained under Clause 4.30 hereof being insufficient, recover the balance from the Contractor, together with any expenses the Employer may have incurred in connection therewith. Should any defective work have been done or material supplied by any sub-Contractor employed on the works, who has been nominated or approved by the Bank's Engineer as provided in Clauses 4.11 and 4.12 hereof the Contractor shall be liable to make good in the same manners as if such work or material had been done or supplied by this Contractor and been subject to the provisions of the Clause 4.2 hereof.

The Contractor shall remain liable under the provisions of this clause notwithstanding the signing of any Certificate or the passing of any accounts, by the Bank's Engineer.

4.20 Certificate of Virtual Completion & Guarantee Period

4.20.1 The works shall not be considered as completed until handing over of the system as specified. The Guarantee period shall commence from the date of taking over.

4.21 Nominated Sub-Contractors

4.21.1 All specialists, Merchants, Tradesmen and others executing any work or supplying and fixing any goods for which prime cost prices or provisional sums are included in the Schedule of Quantities and/or Specifications who may be nominated or selected by the Bank's Engineer are hereby declared to be Sub-Contractors employed by the Contractor and are herein referred to as nominated Sub-Contractors.

4.21.2 No nominated Sub-Contractors shall be employed on or in connection with the works against whom the Contractor shall make reasonable objection of (save where the Bank's Engineer and Contractor shall otherwise agree) who will not enter into a Contract provided:

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

4.22 Other Persons Employed by Employer

4.22.1 The Employer reserves the right to use the premises and any portions of the site for the execution of any work not included in this Contract which it may desire to have carried out by other persons and the Contractor shall allow all reasonable facilities for the execution of such work not included in this Contract which it may desire to have carried out by other persons and the Contractor shall allow all reasonable facilities for the execution of such work but shall not be required to provide any plant or materials for the

execution of such work except by special arrangements with the employer. Such work shall be carried out in such manner as not to impede the progress of the works included in the Contract and the Contractor shall not be responsible for any damage or delay which may happen to, or occasioned by, such work.

4.23 Insurance in respect of Damage to Person & Property

4.23.1 The Contractor shall be responsible for all injury to persons, animals or things, and for all structural and decorative damage to property which may arise from the operation or neglect of himself or of any nominated Sub- Contractor or any employee of either, whether such injury or damage arises from carelessness, accident or any other cause whatever in any way connected with the carrying out of this Contract. This Clause shall be held to include inter-alia, any damage to buildings, whether immediately adjacent or otherwise and any damage to roads, streets, footpaths, bridges or way as well as all damages caused to the buildings and works forming the subject of this Contract by frost, rain, wind or other inclemency of weather. The Contractor shall indemnify the Employer and hold him harmless in respect of all and any expenses arising from any such injury or damage to persons or property as aforesaid and also in respect of any claim made in respect of injury or damage under any Acts of any award of compensation or damages consequent upon such claim.

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

4.23.3 The Contractor shall indemnify the Employer against all claims which may be made against the Employer by any member of the public or other third party in respect of anything which may arise in respect of the work or in consequence thereof and shall at his own expense arrange to effect and maintain, until the virtual completion of the Contract with an approved office a Policy of Insurance in the joint names of the Employer and the Contractor against such risks and deposit such policy or policies with the Bank's Engineer from time to time during the currency of this Contract. The Contractor shall also similarly indemnify the Employer against all claims which may be made upon the Employer whether under the Workmen's Compensation Act or any other statute in force during the currency of this Contract or at Common Law in respect of any employee of the Contractor or any SubContractor and shall at his own expense effect and maintain, until the virtual completion of the Contract, with an approved Office a Policy of Insurance in the Joint names of the Employer and the Contractor against such risks and deposit such Policy or Policies with the Bank from time to time during the currency of the Contract.

4.23.4 The Contractor shall be responsible for any liability which may be excluded from the insurance policies above referred to and also for all other damages to any person, animal, or property arising out of and incidental to the negligent or defective carrying out of this Contract. He shall also indemnify the Employer in respect of any costs, charges, or expenses arising out of any claim or proceedings and also in respect of any award of or compensation or damages arising therefrom.

4.23.5 The Employer shall be entitled to deduct the amount of any damage, compensation, costs, charges and expenses arising or accruing from, or in respect of any such claims or damage from any or all sums due or to become due to the Contractor, without prejudice to the Employer's other rights in respect thereof. The Contractor shall, at his own expense, arrange to effect and maintain (until the virtual completion of the Contract) with an approved office, the following insurance policies and deposit such policy or policies with the Bank's Engineer from time to time during the currency of this Contract.

4.24 Date of Commencement & Completion

4.24.1 The Contractor shall be allowed admittance to the site on the "Date of Commencement" stated in the Appendix hereto, or such later date as may be specified by the Bank's Engineer and he shall thereupon and forthwith begin the works and shall regularly proceed with and complete the same (except such paint or other decorative work as the Bank's Engineer may desire to delay) on or before the "Date of Completion" stated in the Appendix subject nevertheless to the provisions for extension of time hereinafter contained.

4.25 Damage for Non-completion

4.25.1 If the Contractor fails to maintain the agreed rate of progress of work and or fails to complete the works by the date stated in the Appendix or within any extended time under Clause (4.26) hereof and the Bank's Engineer certifies in writing that his opinion the same ought reasonably to have been completed, the Contractor shall pay the Employer the sum named in the Appendix as "Liquidated Damages" for the period during which the said works shall so remain incomplete and the Employer may deduct such damages from any moneys due to the Contractor.

4.26 Delay & Extension of Time

4.26.1 If in the opinion of the employer, the works be delayed (a) by force majeure or (b) by reason of any exceptionally inclement weather or (c) by reason of proceedings taken or threatened by or dispute with adjoining or neighboring owners or public authorities arising otherwise than through the Contractor's own default or (d) by the works or delays of other Contractors or Tradesmen engaged or nominated by the Employer and not referred to in the Schedule of Quantities and/or Specifications or (e) by reason of Bank's Engineer's instructions as per Clause 4.2 hereof or (f) by reason of civil commotion, local commotion of workmen or strike or lock-out affecting any of the building trades or (g) in consequence of the Contractor not having received in due time necessary instructions from the Bank's Engineer for which he shall have specifically applied in writing or (h) from other causes which the Bank's Engineer may certify as beyond the control of Contractor or (i) in the event, the value of the work exceeds the value of the Priced Schedule of Quantities owing to variation, the Bank's Engineer may with the previous approval in writing of the Employer make a fair and reasonable extension of time for completion of the Contract works; in case of such strike or lock-out the Contractor shall, as soon as may be given written notice thereof to the Bank's Engineer, but the Contractor shall nevertheless constantly

use his endeavor to prevent delay and shall do all that may reasonably be required to the satisfaction of the Bank's Engineer to proceed with work.

4.27 Failure by Contractor to comply with Bank's Engineer 's Instructions

4.27.1 If the Contractor after receipt of written notice from the employer requiring compliance within ten days fails to comply with such further drawings and/or Bank's Engineer's instructions, the Employer may employ and pay other persons to execute any such work whatsoever that may be necessary to give effect thereto, and all costs incurred in connection therewith shall be recoverable from the Contractor by the Employer on the Certificate of the Bank's Engineer as a debt or may be deducted by him from any moneys due to the Contractor.

4.28 Termination of Contract by the Employer

4.28.1 If the Contractor being an individual or a firm commits any "Act of Insolvency", or shall be adjudged an Insolvent or being an Incorporated Company shall have an order for compulsory winding up made against it or pass an effective resolution for winding up, voluntarily or subject to the supervision of the Court and the Official Assignee or the Liquidator in such acts of insolvency or winding up, as the case may be, shall within seven days after notice to him requiring him to do so, to show to the reasonable satisfaction of the Bank's Engineer that he is able to carry out and fulfill the Contract and to give security therefor, if so required by the Bank's Engineer.

Or if the Contractor (whether an individual, firm or Incorporated Company) shall suffer execution or other process of court attaching property to be issued, against the Contractor,

Or shall suffer any payment under this Contract to be attached by or on behalf of any of the creditors of the Contractor, Or shall assign or sublet this Contract without the consent in writing of the Employer first hand obtained. Or shall charge or encumber this Contract or any payments to you, or which may become due, to the Contractor then and there,

Or if the Bank's Engineer shall certify in writing to the Employer that the Contractor:

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

by the Contractor for seven days after written notice shall have been given to the Contractor requiring the Contractor to observe or perform the same.

Then and in any of the said cases the Employer may, notwithstanding any previous waiver, after giving seven days' notice in writing to the Contractor, determine the Contract, but without thereby affecting the powers of the Bank's Engineer or the obligations and liabilities of the Contractor, the whole of which shall continue in force as fully as if the Contract had not been so determined, and as if the works subsequently executed had been executed by or on behalf of the Contractor. And further, the Employer by his agents or servants may enter upon and take possession of the works and all plant, tools, scaffoldings, shade, machinery, steam and other power utensils and materials lying upon the premises of the adjoining lands or roads, and use the same as his own property or may employ the same by means of his own servants and workmen in carrying on and completing the works or by employing any other Contractor or other person or persons to complete the works, and the Contractor shall not in any way interrupt or do any act, matter or thing to prevent or hinder such other Contractor or other person or persons employed for completing and finishing or using the materials and plant for the works. When the works shall be completed or as soon thereafter as convenient the Bank's Engineer shall give a notice in writing to the Contractor to remove his surplus materials and plant, and should the Contractor fail to do so within a period of fourteen days after receipt thereof by him, the Employer may sell the same by public auction, and give credit to the Contractor for the net amount realised. The Bank's Engineer shall thereafter ascertain and certify in writing under his hand what (if anything) shall be due or payable to, or by the Employer, for the value of the said plant and materials so taken possession of by the Employer and the expenses or loss which the Employer shall have been put to in procuring the works to be completed, and the amount, if any, owing to the Contractor and the amount, which shall be so certified, shall thereupon be paid by the Employer to the Contractor or by the Contractor to the Employer, as the case may be, and the Certificate of the Bank's Engineer shall be final and conclusive between the parties.

4.29 Termination of Contract by Contractor

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

4.29.2 In arriving at the amount of such payment, the net rates contained in the Contractor's original tender shall be followed, or where the same may not apply, valuation shall be made in accordance with Clause 4.16 hereof.

4.30 Certificate & Payments

4.30.1 The Contractor shall be paid by the Employer from time to time by installments under Interim Certificates to be issued by the Bank's Engineer to the Contractor on account of the works executed when in the opinion of the Bank's Engineer work to the approximate value named in the Appendix as Value of work for Interim Certificates (or less at the reasonable discretion of the Bank's Engineer) has been executed in accordance with the Contract. The Bank's Engineer may in his discretion include in the Interim Certificate such amount as he may consider proper on account of materials delivered upon the site by the Contractor for use in the works. No certificate of the Bank's Engineer shall of itself be conclusive evidence that any works or materials to which it relates are in accordance with the Contract neither will the Contractor have a claim for any amounts which the Bank's Engineer might have certified in any interim bill and paid by the Employer and which might subsequently be discovered as not payable and in this respect the Employer's decision shall be final and binding.

4.30.2 The Bank's Engineer shall have power to withhold any certificate if the works or any parts there of are not being carried out to his satisfaction.

4.30.3 The Bank's Engineer may by any certificate make any correction in any previous certificate which shall have been issued by him.

4.30.4 No Certificate of Payment shall be issued by the Bank's Engineer if the Contractor fail to insure the works and keep them insured till the completion of the work.

4.30.5 Payments upon the Bank's Engineer's Certificate shall be made within the periods named in the Appendix as "Period for honour of Certificate" after such Certificates have been delivered to the Employer.

4.31 Delayed Payment

4.31.1 Any amounts payable by the Employer to the Contractor in pursuance of any Certificate given by the Bank's Engineer hereunder shall, if not paid within the "Period for honouring Certificate" named in the Appendix, carry interest at the rate named in the Appendix, as the "Rate of Interest for Delayed Payment" from the date upon which such sum ought to have been paid by the Employer until the payment.

4.32 Matters to be finally determined by Bank's Engineer

4.32.1 The decision, opinion, direction, Certificate of the Bank's Engineer (Except for payment) with respect to all or any of the matters under Clauses 4.2.1 (a, b), 4.5, 4.6, 4.13 and 4.26 (a,b,c,d and f) hereof (which matters are herein referred to as the excepted matters) shall be final and conclusive and binding on the parties hereto and shall be without appeal. Any other decision, opinion, direction, certificate or valuation of the Bank's Engineer or any refusal of the Bank's Engineer to give any of the same, shall be subject to the right of Arbitration and review under Clause 4.33 hereof in the same way in all respects (including the provisions as to opening the reference) as if it were a decision of the Bank's Engineer.

4.33 Settlement of Dispute by Arbitration

4.33.1 All disputes and differences of any kind whatever arising out of or in connection with 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's Engineer, who shall state his decision in writing. Such decision may be in the form of a final certificate or otherwise. The decision of the Bank's Engineer with respect to any of the excepted matters shall be final and without appeal as stated in Clause 4.33 hereof, But if either the Employer or the Contractor be dissatisfied with the decision of the Bank's Engineer on a matter, question or dispute of any kind (except any of the excepted matters) or as to the withholding by the Bank's Engineer of any Certificate to which the Contractor may claim to be entitled, then and in any such case, either party (the Employer or the Contractor) may within 28 days after receiving notice of such decision given a written notice to the other party through the Bank's Engineer requiring that 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 and no other shall be and is hereby referred to the arbitration and final decision of an arbitrator to be agreed upon as appointed by both the parties or, in case of disagreement as to the appointment of a single arbitrator, to the appointment of two arbitrators, one to be appointed by each party, which arbitrators shall, before taking upon themselves the burden or reference, appoint an Umpire.

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

4.33.3 The Arbitrator or Arbitrators, as the case be, shall make his or their award within one year (or such further extended time as may be decided by him or they, as the case may be, with the consent of the parties from the date of the Arbitrator entering on the reference. In case during the arbitration proceedings the parties mutually settle, compromise or compound their dispute or difference, the Arbitrator or Arbitrators, as the case may be shall be deemed to have been revoked and the arbitration proceedings shall stand withdrawn or terminated, with effect from the date on which the parties file a joint memorandum of settlement thereof, with the Arbitrator or Arbitrators as the case may be.

4.33.4 Upon every or any such reference, the cost of and 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 attorney and client or as between 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 Arbitratory or Arbitrations, 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 work with all due diligence and shall, until the decision of the Arbitrator or Arbitrators, as the case may be, given abide by the decision of the Bank's Engineer and 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 Engineer's instructions with regard to the actual carrying out of the works. The Employers and the Contractor hereby also agree that arbitration under this Clause shall be a condition precedent to any right to action under the Contract.

4.34 Right of Technical Scrutiny of Final Bill

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

4.35 Employer Entitled to Recover Compensation Paid to Workmen

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

4.36 Abandonment of Works

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

4.37 Return of Surplus Materials

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

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

4.38 Right of the Employer to Terminate Contract in the Event of Death of Contractor, if Individual

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

4.39 Testing

4.39.1 All the equipment shall be tested jointly with the contractor and the Bank's engineer as required by the various sections of the specifications.

4.40 Work at Site

4.40.1 The contractor shall inspect the site and ascertain for himself the nature, character and extent of work to be executed and shall include all items and services necessary, whether specifically mentioned or not in the Specifications, Drawings, or Schedule of Equipment to make with the intent and purpose of these Specification.

Place:

Signature of Tenderer

Date:

Name

Designation

Name of firm

SEAL

Section- V

Technical Specification/Scope of work

General

1. The scope of work shall include the following.
 - Design and manufacture of one Nos. of goods(bullion) lift along with all accessories/ components ·
 - Delivery of lift equipment to Bank's site at including packing, handling, transporting, clearing, loading/unloading at ports in India and unloading at site in Jaipur.
 - Dismantling the existing lift along with all allied equipment and accessories in phased manner as per the requirement. ·
 - Erection, testing & commissioning of lift equipment as per technical specifications,
 - Obtaining operating approval from lift inspectorate and handing over the lift to Bank. Or Lift fitness certificate on yearly basis from OEM as applicable and directed by Bank.
 - Providing all inclusive service including all spares, etc. during warranty period of new lift and subsequent comprehensive Annual Maintenance Contract for the committed period of 20 years (min.) from the date of handing over of the new lift installation to the Bank. ·
 - All engineering, equipment, labour, and permits required to satisfactorily complete lift replacement required by this Specification.
 - Any other work ,related to but not mentioned above, required for completion of the job
 - Tenderer shall supply all tools, plants, labour and consumables etc as required for installation, testing and commissioning of the lift.
 - Civil work related to installation of the bullion lift in machine room. i.e I/C beam, removal of old lift structure, installation of new base/structure etc.

2. **Related works to be provided by contractor:**
 - The contractor shall submit a activity chart for completion of the work within the contractual completion period from the 14th day of letter of intent. Such chart shall include all activities like the date of supply of material at site, item wise completion of work etc., and obtain the approval of the Bank.
 - Scaffolding necessary for erection, and all minor builder's work for cutting away and making good to walls and masonry work required, including repairs to plaster, painting, lighting by night as well as day, protection of all other nearby erections and Guarding and protecting hoistway shall be responsibility of the tenderer from the date of commencement of work at site etc. The Contractor shall take down and remove any or all such centering, scaffolding etc. as occasion shall require or when ordered so to do, and fully reinstate and make good all matters and things disturbed during the execution of work and to the satisfaction of the Bank. Further, all chase cutting and openings as required by the Lift Contractor and shown on his drawings, will be carried out by the Lift Contractor. Machine RS beams and/or MS channels for support of lift machinery and buffers shall be supplied and erected by the Lift Contractor.
 - The Contractor shall install a suitable protective covering on all finished floors in areas where the works are being performed. No material handling equipment shall

be permitted on or over finished floors unless said floors have been protected in a manner approved by the Employer. Any damage to building finishes caused by the Contractor shall be refinished at no additional cost to the Employer. The Contractor shall take photographs of any adjacent finishes that may be damaged during the works for a photographic record.

- The successful tenderer shall obtain and pay for necessary inspection fee levied by the Government and/or any other authorities and obtain necessary permit as required and also conduct such tests as are called for by the regulation of the authorities without any extra cost to the Employer.
- **No disruption to normal office function:** This project is a major lift replacement work in an existing building. It is essential that the Contractor gives special attention and priority to all matters concerning safety, protection from dust and loose materials, reduction of noise levels, protection from water and air infiltration into building, and maintenance of neat and orderly conditions in and around work areas inside and outside of building. Packaging, scrap materials and demolition debris shall be promptly removed from the building and site on a daily basis. **If contractor fails to remove debris/scrap from Bank premises on daily/as directed by engineer the same, Bank shall remove the same and cost of same will be deducted from the payable bills.** If the contract includes works, which will be disruptive during normal business operations, or would be dangerous to building occupants, said works shall be performed during hours as the Employer dictates. Examples of such work include, without limitation, saw cutting of concrete, jack hammering, welding, metal cutting, pouring concrete, erecting steel or hoisting equipment over occupied portions of the building. The Contractor shall perform such work during Employer dictated hours and shall include all costs in its tender. The Contractor shall keep noise levels below 75 dB during normal building hours. When it is necessary to produce noise above this level, the Contractor shall advise the Employer of such needs and times will be scheduled as directed. The Contractor shall anticipate any excessive noise generating procedures and include an allowance for it in the tender.
- The contractor must bear in mind that all the work shall be carried out strictly in accordance with the specifications made by the Employer and also in compliance of the requirement of the local public authorities and to the requirements of the Lift Inspectorate and any other Acts/Rules/Regulations and no deviation on any account will be permitted.
- The tenderer shall state clearly in his tender the standard tools, spare parts which he will supply free of cost when installing the lift and handover same to the Bank after completion of the work.
- **Site condition inspection**
Prior to beginning installation of equipment, examine lift well and machine room areas. Verify that no irregularities exist which may affect execution of the works specified. Do not proceed with the installation until work in place conforms to the project requirements.

3. Works not to be provided by Contractor:

A lift well with suitable pit and head room, machine room properly lighted and ventilated, will be provided by the Employer. Also necessary electric feed wires and main switch in the machine room and door openings with architrave will be provided

by the Employer. New main power disconnect switches for each individual lift for the 415 Volt, 3-Phase AC Power located in machine room shall be provided by the Employer.

Drawings and Documents

- The successful tenderer shall submit, in duplicate, on receipt of acceptance of the tender, detailed working drawings and specifications showing the complete details of all work required. He will be held responsible for any discrepancies, errors and omissions in the drawing or particulars submitted by him even if these have been approved by the Bank.

Packing and Despatch

The equipment shall be properly and securely packed in boxes suitable for export (wherever applicable) and multiple handling and transportation by sea/ air / rail / road under Indian conditions. All equipment/components shall be delivered on Duty Delivery Paid (DDP) basis at the Bank's office building, Jaipur.

Installation

- Install all equipment in accordance with Contractor's instructions, referenced codes, and specifications and approved submittals.
- Install machine room equipment with clearances in accordance with referenced codes and specification.
- Install all equipment to afford maximum accessibility, safety, repair and continuity of operation.
- Remove oil, grease, scale, and other foreign matter from the following equipment and apply one coat of field-applied machinery enamel.
 - a) All exposed equipment and metal work installed as part of this work, which does not have architectural finish.
 - b) Machine room equipment, lift well equipment including guide rails, guide rail brackets, and pit equipment.
 - c) Neatly touch up damaged factory-painted surfaces with original paint color. Protect machine-finish surfaces against corrosion.
 - d) Adjacent work areas that adjoin with new equipment installed as part of this specification.
- Manufacturer's nameplates and other identifying markings shall not be affixed on surfaces exposed to public view. This requirement does not apply to code required labels.
- Each major component of mechanical and electrical equipment shall have identification plate with the manufacturer's name, address, model number rating and any other information required by Governing Codes.
- **Field quality control:** Work at jobsite will be checked during course of installation. Full cooperation with reviewing personnel is mandatory. Accomplish corrective work required prior to performing further installation.
- **Adjustments:** Install rails plumb and align vertically. Secure joints without gaps and file any irregularities to a smooth surface. Static balance car to equalise pressure of guide shoes on guide rails. Lubricate all equipment in accordance with manufacturer's instructions. Adjust motors, power conversion units, brakes,

controllers, levelling switches, limit switches, stopping switches, door operators, interlocks, and safety devices to achieve required performance levels.

Testing

Before handing over the lift the following tests shall be conducted on the lift installation. The lift will not be taken over unless all the test results conform to the specifications.

- (a) The lift will be loaded for its full capacity and the following will be tested in both directions of travel.
 - (i) Speed
 - (ii) Levelling at all landings
- (b) The lift will be kept empty and the following will be tested in both directions of travel.
 - (i) Speed
 - (ii) Levelling at all landings
- (c) All protection and safety devices shall be tested for its proper functioning.
- (d) Overload safety– No start and overload annunciation.
- (e) Insulation resistance and earthing continuity testing.
- (f) ARD function test and inverter back up for light and fan/blower

Technical specifications

a) Data Sheet

		Yes/No
Type	Goods Manual lift Gearless with Machine room	
Number	One	
Capacity	2500 Kg	
Contract speed	0.5 MPS	
Motor Control	Variable voltage variable voltage frequency AC Gearless Drive PMSM with ARD	
Operation control	Microprocessor based simplex full collective selective, fully programmable, with/without attendant	
Leveling	Precise leveling accuracy (+/- 5 mm in any load condition)with close loop control, velocity transducers, proximity/magnetic switches	
Power Characteristics:	415V-3Phase-50Hz	
Stops and Openings	No of stop – 06 nos All front side opening (B,G,1,2,3,4)	
Floors Served	(B,G,1,2,3,4)	

Travel length	25 mtr (or as actual)	
Hoist way Size:	3000mm x3200 mm (Width x Depth)	
Pit Depth	1500 mm (as per the site condition)	
Entrance size	2160 mm Wide x 2140 mm High	
Entrance type	Collapsible	
Car Doors and Landing Doors	Protected by MS Collapsible Gates, painted black and clear opening of not less than 2000 mm.	
Door Operation	Manual	
Safety Gear:	Provide New safety gear	
Guide Rails:	Provide New Car And Counterweight Guide Rails including roller guides etc.	
Buffers:	Provide New Buffers For Car And Counterweight (OEM standard)	
Car Enclosure:	MS Car with panels fabricated out of MS sheet of 16SWG thickness with MS iron angle frames (powder coated) and providing with 5mm thick MS Chequered plate flooring with suitable LED lighting arrangement inside the car.	
Control and indications		
(a) On all landings and ground floor lobby	<ul style="list-style-type: none"> • Up/down luminous call buttons • Emergency Alarm Hooter on basement Floor 	
(b) In car	<ul style="list-style-type: none"> • Auto/manual selector key switch • Blower/ Fan switch • Luminous floor selector buttons • Overload warning device with announcement (lift should not take a start under overload condition) • Emergency stop and alarm button 	
Communication System	<ul style="list-style-type: none"> • Self-Dialing Two-Way Communication System Actuated By Pressing Alarm Button from Car to two designated locations • Lift Well Access Switches Top And Bottom Floors • Landing Door Unlocking Device • Fireman switch and emergency alarm hooters on ground floor. • Automatic Rescue Device capable of moving the lift to the nearest landing on Mains Power Failure. • 2 pair telephone wiring from machine room to CAR for installation of intercom 	

	inside CAR.	
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It is advised to call bidders to attend pre-bid meeting (as proposed at section I) for clarification on technical data. After pre-bid meeting technical data will be finalized and no deviation will be accepted.

- b) Selective Collective Microprocessor Based: Operate car without attendant from pushbuttons in car and located at each floor. When car is available, automatically start car and dispatch it to floor corresponding to registered car or hall call. Once car starts, respond to registered calls in direction of travel and in the order the floors are reached

Do not reverse car direction until all car calls have been answered, or until all hall calls ahead of car and corresponding to the direction of car travel have been answered.

Slow car and stop automatically at floors corresponding to registered calls, in the order in which they are approached in either direction of travel. As slowdown is initiated for a hall call, automatically cancel hall call. Cancel car calls in the same manner

Illuminate appropriate pushbutton to indicate call registration. Extinguish light when call is answered.

- c) Firefighters' Service: Provide equipment and operation in accordance with Code requirements.

d) Machine Room Equipment

Arrange equipment in existing machine room spaces and/or as shown on drawings

Traction Hoist Machine:

Provide new ACVVVF gearless traction type motor with brake, drive sheave, and deflector sheave mounted in proper alignment on a common, isolated bedplate. Provide bedplate blocking to elevate secondary or deflector sheave above machine room floor. Provide hoist machine mounted direct drive, digital, closedloop velocity encoder. Hoist machine installations, which require blockouts through machine room floor for other than hoist ropes shall be provided with a 14 gauge galvanized sheet metal enclosure over entire blockout on underside of floor slab.

Solid State Power Conversion and Regulation Unit:

Provide alternating current, variable voltage, variable frequency (ACVVVF), I.G.B.T. converter and inverter drives for ACVVVF Gearless/ geared machines as per manufacturers standard. Design unit to limit current, suppress noise, and prevent transient voltage feedback into building power supply.

Encoder:

Direct drive, solid-state, digital type. Update car position at each floor and automatically restore after power loss.

Controller:

Compartment: Securely mount all assemblies, power supplies, chassis switches, relays, etc., on a substantial, self-supporting steel frame. Completely enclose equipment with covers. Provide means to prevent overheating. The components should conform to manufacturers standard specifications.

Wiring: Labelled FRLS copper wire for factory wiring. Neatly route all wiring interconnections and securely attach wiring connections to studs or terminals. Permanently mark components (relays, fuses, PC boards, etc.) with symbols shown on wiring diagrams.

Machine and Equipment Support Beams:

Provide new structural steel beams required for direct support of and attachment to building structure of hoist machine, deflector sheaves, overhead sheaves, governor, and hoist rope dead-end hitch assemblies.

Provide bearing plates, anchors, shelf angles, blocking, embedment, etc., for support and fastening of machine beams or equipment to the building structure. Isolate machine and overhead sheave beams to prevent noise and vibration transmission to building structure.

Governor:

Provide new over speed governor. Tripping of the safety gear shall be adjusted to 140 percent of the rated speed.

Emergency Brake:

Provide means to prevent ascending car over-speed and unintended car movement as per Code. Mount the auxiliary brake on suitable structural steel supports.

Provide control circuits to enable the device to function as required by Code.

e) LIFT WELL EQUIPMENT

Guide Rails:

Provide new, Planed steel T-sections for car and counterweight of suitable size and weight for the application as per standard manufacturers specifications, including brackets for attachment to building structure.

Buffers, Car and Counterweight: Provide new buffers (As per OEM standard) type with blocking and support channels.

Diverter or Secondary Sheaves: Provide new sheaves with machined grooves and sealed bearings. Provide mounting means to machine beams, machine bedplate, car and counterweight structural members, or building structure

Counterweight: Provide new counterweight with steel frame with metal filler/RCC weights and roller or swivel guide shoes. (As per OEM standard)

Governor pit tensioning sheaves:

Provide new and mount sheaves and support frame on pit floor or guide rail. Provide frame with guides or pivot point to enable free vertical movement and proper tension of rope and tape. Provide sheave guard and electrical safety switch. Provide inside pit, a ladder made out of Aluminium extruded sections for maintenance of pit equipments and pit cleaning

Hoist and Governor Ropes: Provide New Traction steel type to suit machine manufacturers' requirements. Fasten with staggered length, adjustable, spring isolated wedge type shackles.

Terminal Stopping: Provide normal and final devices.

Electrical Wiring and Wiring Connections:

Conductors and Connections: Copper (FRLS) throughout with individual wires coded and connections on identified studs or terminal blocks. All wiring shall be run in containment. Use no splices or similar connections in wiring except at terminal blocks, control compartments, or junction boxes. Provide 10% spare conductors throughout. Run spare wires from car connection points to individual lift controllers in the machine room. Provide four pairs of spare shielded communication wires in addition to those required to connect specified items. Tag spares in machine room.

Travelling Cables: Flame and moisture-resistant outer cover. Prevent travelling cable from rubbing or chafing against lift well or equipment within lift well. All insulated conductors & conduit or tubing as well as fittings including boxes, trough and ducts shall comply with the requirements of relevant IS specification or BS specifications.

f) CAR EQUIPMENT

Car Sling: Provide new with welded or bolted, rolled or formed steel channel construction

Safety Gear: Provide new governor actuated safety properly affixed to underside of car platform.

Guide Shoes: Provide new flexible sliding or roller type shoes.

Car Doors: Provide as specified for lift well entrance doors.

Communication System: Provide a two-way communication instrument in car with automatic dialling, actuated by pressing the alarm bell.

Car Operating Panel:

One new car operating panel per car with stainless steel faceplate(s), Suitably identify and locate floor buttons, alarm button, door open button and door close button in accordance with statutory requirements with braille. Provide alarm button to ring bell located on car and actuate two-way communication systems.

Car Top Control Station: Mount in location to provide safe access and utilization while standing in an upright position on car top.

g) LANDING CONTROL STATIONS

Pushbuttons (with braille): Provide new at each floor with flush mounted faceplates. Include pushbuttons for each direction of travel, which illuminate to indicate call registration. Provide any cutting and patching required.

SIGNALS

Hall Lantern and Position Indicator: Provide at each entrance as per manufacturer's standard specifications, as approved by the Bank. Illuminate up or down lights and sound tone prior to car arrival at floor. Sound level shall be adjustable. Alpha-numeric digital indicator containing floor designations and direction arrows shall indicate floor served and direction of car travel. Provide any cutting and patching of wall necessary to accommodate new lantern and leave adjacent wall surfaces in good condition.

Car Position Indicator: Provide inside car digital indicator containing floor designations and direction arrows to indicate floor served and direction of car travel. When a car leaves or passes a floor, illuminate indication-representing position of car in lift well. Illuminate proper direction arrow to indicate direction of travel.

Faceplate Material and Finish: stainless steel all fixtures.

The lift shall be protected as follows.

(a) Electrically against overload

- (b) By safety gear on car so that in the event of rope breaking or loosening, the car will be brought to rest immediately by means of grips on the glides. (c) By car and landing door locks so that in the event of any door kept opened, the lift will not start.
- (d) By speed governor operating on the control circuit and applying the brakes in case of over-speeding of car in any direction.
- (e) By means of over travel limit switches in both downward and upward direction.
- (f) By means of a phase reversal relay.
- (g) By means of a single phasing relay.
- (h) By a device that ensures that the brakes apply as soon as a single phasing occurs or when the drive fails to start for whatever reason. (i) By means of suitable type and capacity buffers in the lift pit.
- (j) The car and landing door shall not open when the lift car is not within the levelling limits.
- (k) Any other safety device as per the statutory requirements

Applicable codes

- Compliance with Regulatory Agencies: Comply with most stringent applicable provisions of following Codes, laws, and/or Authorities, including most recent amendments in effect. Codes for Lifts IS-14655 Parts 1, 2, 3, 4 and 5 including all relevant parts, codes of practice and national variations as appropriate.
IS-14671 1999 Edition or statutory modification thereof amended up to date.
IS-2147 1962 Edition or statutory modification thereof amended up to date.
IS-2332 1972 Edition or statutory modification thereof amended up to date.
IS-15330 2003 Edition or statutory modification thereof amended up to date.
IS 7754-1975 Edition or statutory modification thereof amended up to date
IS 1735-1975 Edition or statutory modification thereof amended up to date
- Comply with the requirements of all other Codes, Ordinances and Laws applicable within the governing jurisdiction and latest Indian Standards, as applicable. The Electrical wiring shall strictly comply to IS:732 and the entire installation shall be in accordance with the Indian Electricity Act 2001 and Indian Electricity Rules 1956 or latest amendments thereof.

Warranty maintenance

The lift contractor shall guarantee that the materials and workmanship of the equipment installed by him under these specifications shall be first class in every respect. He will make good at his own cost any defects which may develop within one year from the date of commissioning of the installation, ordinary wear and tear and improper use accepted. This clause does not preclude any remedy the client may have for latent defects.

Scope of works during CAMC

(A) The scope of work shall include the following:

- i) Routine servicing/ troubleshooting/ setting/ adjustments/ cleaning/ lubrication/ checking of safeties etc. to ensure smooth and trouble free working of the lift.
- (ii) Repairs/ replacement to the lift including re-loading software etc. in the event of any breakdown including replacement of spares/ components/ sub-system/ cards/ motors/ ropes and any other component, part or whole, which may need replacement/ repairs.
- (iii) Import of spares and stocking them shall be responsibility of the tenderer. Non availability of spares/ components will not be accepted as a reason for waiving of penalty towards delay in rendering prompt service.
- (iv) All the preventive maintenance schedules/ replacement periodicity of components like ropes, electrical/ electronic parts including checking of safety devices, protections like rope slip, load testing etc. shall be strictly followed either as per the manufacturer's periodicity or as required. The scope includes replacement of all spares including but not limited to car/landing push buttons, emergency push buttons and car fan etc.. However, car lights and ARD/ Inverter batteries may be supplied by the Bank as and when required
- (v) The scope of maintenance in addition to periodic maintenance will also include attending to /any number of breakdown calls.

B) Penalty for delay in service during warranty and CAMC period

During the currency of the Annual Maintenance Service Contract, all care shall be taken by the contractor so that the downtime of any lift is kept minimum. However, an overall uptime of minimum 97% for each lift shall be maintained, failing which a penalty equivalent to double the daily rate of service contract amount (arrived at by dividing the annual contracted amount per lift by 360 and rounding it off to next higher rupee) multiplied by the percentage shortfall from the acceptable 97% availability will be recovered from the payment due to the firm every quarter. The uptime will be computed every quarter for each lift as under:

$100 \times (\text{Total hours in 3 months} - \text{total hours of breakdown}) / \text{Total hours in 3 months}$

Total number of days allowed for taking up scheduled preventive maintenance once a quarter for 1 day per lift and for breakdown maintenance, as detailed below, shall be excluded from the above for the purpose of calculating "Uptime":

Minor repairs - 1 Day

Major Repairs - 5 Days,

Items included in Major Repairs are as under:

- (b) Rewinding of motor
- (b) Armature replacement
- (c) Replacement of rope
- (d) Replacement of bearings, gears etc. in gear box
- (e) Replacement of guide shoes for the car and counter weight
- (f) Replacement of trailing cables/ control wiring
- (g) VVVF Controller replacement

They shall also ensure that the required spares etc. for proper maintenance are readily available with them for the complete life span of the lift.

Section VI

UNPRICE BID/SCHEDULE OF QUANTITIES

Supply Installation Testing & Commissioning (SITC) of 1 nos goods(bullion) lift at office premises of Reserve Bank of India, Jaipur

S.No	Item	Unit	Qty
A	Price for Design, Supply, installation, testing and commissioning of the goods(Bullion) lift with 6 stops as per data sheet along with detailed specifications and the scope of work in Part I.	No	1
B	Comprehensive annual maintenance contract of Goods (Bullion) lift including spares per annum after guarantee period as per terms and conditions specified in Part I.	Year	1
C	Rebate for dismantling and taking away all equipments of old lift.	No	1

Total Cost of Ownership	=	Capital Cost (Supply and installation) + 13.17*CAMC Rate(one year) –Rebate Cost ((A+(13.17*B))-C)
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Lowest in Total Cost of ownership will be declared successful bidder/contractor/ tenderer.

Place:

Signature of tenderer

Date:

Name with designation
seal

have committed a breach thereof, which conclusion shall be binding on us as well as the said Tenderer; 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 Earnest Money Deposit for the due performance of the obligations of the Tenderer under the said Conditions, 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. 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 Tenderer.

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 tender and/or hereunder or granting of any time or showing of any indulgence by the RBI to the Tenderer 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 Tenderers 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 in tendering for the said work or their obligations there under or by dissolution or change in the constitution of our said constituents.

d) This guarantee shall remain in force upto _ (six months from the last date of receipt of tender) 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. Yours faithfully,

For and on behalf of _____

Bank.

Authorised Official (with seal)

(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).

On the Letter Head of company/firm/organization

Please quote in your
always
correspondence

Ref. No. _____

Date: _____

Regional Director
Reserve Bank of India
Estate Department
Rambagh Circle
Jaipur-302004

Dear Sir,

Name of Work:

Client's Certificate regarding performance of the Contractor

We confirm that M/s. (Name of the contractor) _____ have carried out the following work/s for us. The firm may be considered sound for entrusting captioned costing up to Rs.25Lakh.

2. Other particulars are given below for your perusal and record:

Sr. No.	Particulars	Comments of the Client
1	Name of the eligible work with brief particulars	
2	Work order No. and date	
3	Project/work cost	
4	Date of commencement of work	
5	Stipulated date of completion	
6	Actual date of completion	
7	Details of compensation levied for delay (indicate amount), if any	
8	Gross amount of the work completed and paid for	

9	Performance Report :	Outstanding / Very Good / Good / Fair / Satisfactory / Poor
	(i) Quality of executed work (indicate grading)	
Sr. No.	Particulars	Comments of the Client
	(ii) If firm is maintaining the system under Annual maintenance Contract (CAMC). Indicate grading for performance of CAMC	
10	Comments of the Client on the capabilities of the M/s.	
	(Indicate Grading): Outstanding / Very Good / Good / Fair / Satisfactory / Poor	
	(a) Technical proficiency	
	(b) Financial soundness	
	(c) Mobilization of Manpower	
	(d) General Behavior	
11	Any other information which you consider will help us in making our decision.	

Office Seal of the Client

Yours faithfully,

(Signature of the Responding Officer*)
For S.E.(E) / Executive Engineer (E)

Note:

* *Responding Officer should be of the Rank of Superintending / Executive Engineer in respect of a Government/Semi- Government organization or a PSU*

* *Responding Officer should be of the Rank of General Manager in respect of Private organizations*

* *The matter written in italic not to be printed on the final Performance Certificate*

On the Letter Head of Bank

Please quote in your always correspondence

Ref. No. _____

Date: _____

Regional Director
Reserve Bank of India
Estate Department
Rambagh Circle
Jaipur-302004

Dear Sir,

Name of Work:**Banker's Certificate**

We confirm that M/s. _____ are banking with us. They may be considered financially sound for entrusting with any contract to Rs. 25 Lakh.

2. Other particulars are given below for your perusal and record:

Sr. No.	Particulars	Comments of the Bank
1	Composition of the firm (Whether partnership / proprietorship /Public Ltd.)
2	Names of the proprietor/ partners / Directors of the firm	
3	Credit facility / overdraft facility enjoyed by them	
4	Dealings	
5	The period from which the firm has been banking with your Bank	
6	Any other remarks	

3. This certificate is issued without any Guarantee or responsibility on the bank or any of its officers.

Yours faithfully,

Seal of the Bank

 (Signature)
Authorized Signatory
For the Bank

**Draft Articles Of Agreement (on Rs 500 non judicial stamp paper from
successful bidder only)**

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

WHEREAS the Employer is desirous of _____ *Name of the work* _____ and has caused specifications and Schedule of Quantities describing the works to be done which have been signed by or on behalf of the parties hereto.

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

NOW IT IS HEREBY AGREED (Part-I) AS FOLLOWS

(Entire Part-I of e- Tender is an agreement)

In consideration of the said Contract Amount to be paid at the times and in the manner set forth in the said Conditions, the Contractor shall upon and subject to the said Conditions execute and complete the work described in the said Specifications and the Schedule of Quantities.

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

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

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

The Employer reserves to itself the right of altering the nature of the work by adding to or omitting any items of work or having portions of the same carried out by other without prejudice to this Contract.

Time shall be considered as the essence of this Contract and the contractor hereby agrees to commence the work from fourteenth day after the date of issue of formal works order as provided for in the said Conditions whichever is later and to complete the entire work within 24 weeks subject nevertheless to the extension of time granted by the Bank.

All payments by the Employer under this Contract will be made only at Jaipur.

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

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

If the Contractor is a partnership or an individual	IN WITNESS WHEREOF the Employer and the Contractor have set their respective hands to these presents and two duplicates hereof the day and year first herein above written.
If the Contractor is a company	IN WITNESS WHEREOF the Employer has set its hands to these presents through its duly authorised official and the Contractor has caused its common seal to be affixed hereunto and the said two duplicates hereof to be executed on its behalf, the day and year first hereinabove written.

Signature Clause:

SIGNED AND DELIVERED by Reserve Bank of India,

*

(Name and Designation)

In the presence of -

Witnesses -

1. _____

Address _____

Address _____

If the party is a
partnership firm
or individual

SIGNED AND DELIVERED BY _____

In the presence of witnesses:

1. _____

Address _____

2. _____

Address _____

THE COMMON SEAL OF _____

was hereunto affixed pursuant to the resolutions passed by its Board of Directors at
the meeting held on

In the presence of -

Witness -

1. _____

2. _____

If the Contractor
signs under common
seal, the signature
with the sealing
the articles
of association.

Directors who have signed these
presents in token thereof in the
presence of - clause should tally

1. _____ clause in

2. _____

If the Contract is _____ SIGNED AND DELIVERED BY - signed by the
hand _____ the Contractor by the hand of of power of attorney,

Shri _____ whether a
company or _____ an
individual. _____ and duly constituted attorney.

Annexure V

Draft Articles Of Agreement for Annual Maintenance Contract (on Rs 500 non judicial stamp paper from successful bidder only)

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

WHEREAS the Employer is desirous of Annual Maintenance Contract for the **period of 19 Years** after one year of defect liability period for _____ *Name of the work* _____ and has caused specifications and Schedule of Quantities describing the works to be done which have been signed by or on behalf of the parties hereto.

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

NOW IT IS HEREBY AGREED AS FOLLOWS :

1.	This Comprehensive Annual maintenance contract (i.e. all parts of the system) for the period of 19 years . Rate of the contract shall be renewed as per the clause 5 of this agreement
2.	Scope of Work: The equipment supplied shall be guaranteed against all types of defects for at least a period of 19 years after one year of defect liability period . Any defects in the system/sub-assemblies found within the guarantee period/DLP and CAMC period shall be rectified / replaced by the tenderer free of cost. This includes all consumable except electrical cables and battery. During this period (DLP & CAMC) servicing at not less than four times in a year or as per OEM recommendation , whichever is higher, (cleaning of all components, lubrication, checking alignment, ARD testing, interlocking testing etc.) and attending to ANY NUMBER of breakdown calls shall be carried out free-of-cost..
3.	Payment Condition: This rate for the service contract is _____ valid for a period of one year payment shall be made on quarterly basis on rendering satisfactory service. The service contract rate shall also take into account all the cost, including travel cost from the nearest service station.

4. **Penalty:** During the currency of the Annual Maintenance Service Contract, all care shall be taken by the contractor so that the downtime of any lift is kept minimum. However, an overall uptime of minimum 97% for each lift shall be maintained, failing which a penalty equivalent to double the daily rate of service contract amount (arrived at by dividing the annual contracted amount per lift by 360 and rounding it off to next higher rupee) multiplied by

the percentage shortfall from the acceptable 97% availability will be recovered from the payment due to the firm every quarter. The uptime will be computed every quarter for each lift as under:
 $100 \times (\text{Total hours in 3 months} - \text{total hours of breakdown}) / \text{Total hours in 3 months}$
 Total number of days allowed for taking up scheduled preventive maintenance once a quarter for 1 day per lift and for breakdown maintenance, as detailed below, shall be excluded from the above for the purpose of calculating "Uptime":
 Minor repairs - 1 Day
 Major Repairs - 5 Days,
 Items included in Major Repairs are as under:
 a) Rewinding of motor (b) Armature replacement (c) Replacement of rope (d) Replacement of bearings etc. (e) Replacement of guide shoes for the car and counter weight (f) Replacement of trailing cables/ control wiring (g) VVVF Controller replacement

5. **Blacklisting:** if contractor fails to complete the 20 years of service contract from the date of handing over the system. The Bank has right to blacklist the firm for further participating in any other tender invited by the RBI and security deposit amount will also be forfeited.

6. **New Rate of CAMC:** While renewing the contract amount will be arrived at based on following formula.

$$A_c = \frac{A_p}{100} \left(50 \times \frac{M_{Pc}}{M_{Pp}} + 50 \times \frac{W_{Ic}}{W_{Ip}} \right)$$

A_c = The contract amount for the current year.
 A_p = The contract amount for the previous year.
 M_{Pc} = Wholesale Price Index for metal products 6 months prior to the commencement date of contract for the current year. M_{Pp} = Wholesale Price Index for metal products 6 months prior to the commencement date of contract for the previous year.
 W_{Ic} = Consumer Price Index for industrial workers (Respective Center) 6 months prior to commencement date of contract for the current year.
 W_{Ip} = Consumer Price Index for industrial workers (Respective Center) 6 months prior to commencement date of contract for the previous year.

The rate shall be renewed in every Year in June and communicated through letter.

7.	The Bank shall: a) ensure quality and recommended voltage as per the standard with proper earthing off the lift main. Any damage occurred due to failure , short circuit, electricity fluctuations etc. will be on Bank's side b) not allow any unauthorized persons to tamper with elevator or rectify any of the elevator components during the subsistence of this contract.
8.	The contractor shall not be liable for repairing or replacing any lift parts in the following circumstances if damage caused to the equipment due to:

	a) accident or negligence or misuse or willfully damaged by the users or third party or due to reason over which the contractor has no control b) failure to observe the operating instructions c) use of non-recommended spares supplied by third parties
9.	The contractor shall not be liable for any loss in any of the following circumstances: a) Where, after written notice to the customer about important work or compulsory replacement to be carried out which are not within the scope of this contract, the customer refuses or fails to carry out the said work/replacements within reasonable time b) Where materials, components, parts or assemblies are no longer available due to obsolescence or if they are permanently taken out of production by the original supplier. c) Where damaged or delay is caused due to strikes, lockouts, civil commotion, war, theft, floods, riots, explosion or act of god or cause beyond their control.
10.	If contractor and The Bank are mutually agreed than CAMC period will further renew after 20 years on the formula mentioned in clause 6.
11.	All payments by the Employer under this Contract will be made only at Jaipur.
12.	All disputes arising out of or in any way connected with this agreement shall be deemed to have arisen at Jaipur and only Courts in Jaipur shall have jurisdiction to determine the same.

13.	<p><u>Non-Disclosure clause:</u> The Bidder 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 Bidder 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 Bidder 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 Bidder 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 Bidder 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 Bidder and the Employer shall be entitled to claim damages and pursue legal remedies. The Bidder 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 Bidder's obligations with respect to nondisclosure and confidentiality will survive the expiry or termination of this agreement for whatever reason.</p>	
14.	If the Contractor is a partnership or an individual	IN WITNESS WHEREOF the Employer and the Contractor have set their respective hands to these presents and two _____ duplicates hereof the day and year first herein above written.
	If the Contractor is a company	IN WITNESS WHEREOF the Employer has set its hands to these presents through its duly authorised
		official and the Contractor has caused its common seal to be affixed hereunto and the said two duplicates hereof to be executed on its behalf, the day and year first hereinabove written.

Signature Clause:

SIGNED AND DELIVERED by Reserve Bank of India,

*

(Name and Designation)

In the presence of -

Witnesses -

1. _____

Address _____

Address _____

If the party is a
partnership firm
or individual

SIGNED AND DELIVERED BY _____

In the presence of witnesses:

1. _____

Address _____

2. _____

Address _____

THE COMMON SEAL OF _____

was hereunto affixed pursuant to the resolutions passed by its Board of Directors at
the meeting held on

In the presence of -
Witness -

1. _____

2. _____

If the Contractor signs under common seal, the signature clause should tally with the sealing in the articles of association.

Directors who have signed these presents in token thereof in the presence of -

1. _____ clause
2. _____

If the Contract is **SIGNED AND DELIVERED BY** - signed by the hand _____ the Contractor by the hand of of power of attorney, Shri _____ whether a company or _____ an individual. _____ and duly constituted attorney.