



**RESERVE BANK OF INDIA  
Estate Department  
Thiruvananthapuram**

Notice Inviting e-Tender (NIT)

**Design, Supply, Installation, Testing and Commissioning of a  
Passenger Lift (Capacity – 6 persons) at Amenities Block at  
Reserve Bank of India, Thiruvananthapuram**

Reserve Bank of India invites competitive e-tenders/ e-bids for providing Design, Supply, Installation, Testing and Commissioning of a passenger lift (Capacity – 6 Persons), G+3, Machine room less Electrical Lift in Annex Building of the Bank at Thiruvananthapuram from eligible bidders as per the specified pre-qualification criteria. The estimated cost of the work is Rs.13.50 lakh. All the Pre-Qualification papers shall be uploaded on MSTC site.

2. The tenderers shall pay as Earnest Money a sum of ₹27,000.00/- (Rupees Twenty seven thousand only) through NEFT or by a demand draft or Bank Guarantee in a form ([Annexure-3](#)) valid for 6 months, acceptable to the Bank in favor of Reserve Bank of India drawn on a scheduled bank along with Part I of the tender or by 1.00 PM of October 21, 2021. The Earnest Money Deposit of the successful tenderer shall be released without any interest on issue of virtual completion certificate and submission of Performance Bank Guarantee. The Earnest Money Deposit of unsuccessful tenderer shall be released to them without any interest after award of work.
3. Online tenders will be allowed to be viewed/ downloaded by all firms after 17:00 Hrs of September 28, 2021. The firms which do not comply with the following **pre-qualification criteria** and/ or do not submit EMD will not be considered for opening of their tender Part-II.
  - i. **The intending bidder must have minimum 5 years of experience in carrying out** similar nature of works viz. “Design, Supply, Installation, Testing and Commissioning of Passenger Lifts at residential Quarters/ office buildings/ commercial premises.
  - ii. **The intending bidder must have executed successfully** “Design, supply, Installation, Testing and commissioning of Passenger lifts at residential Quarters/ office buildings/commercial premises, **during last five years ending on or before August 31, 2021 as under:**
    - (a) **Three works each costing not less than the amount equal to 40% of the estimated cost**

**OR**

- (b) **Two works each costing not less than the amount equal to 50% of the**

estimated cost

OR

(c) One work costing not less than the amount equal to 80% of the estimated cost.

iii. Minimum yearly turnover of 100% of the estimated cost during last 3 financial years, ending March 31, 2021, supported by audited financial statements.

iv. The bidder should have at least one ongoing contract of DSITC of Passenger lifts as on the last date of submission of tender.

v. Should have proper service setup in Thiruvananthapuram

4. The contractors shall submit the scanned copies of the following information/documents in e-tendering portal.

(a)	Composition of the firm	Full particulars (whether contractor is an individual or a partnership firm or a company etc.,) of the composition of the firm of contractors in details should be submitted along with name(s) and address(es), of the partner's copy of the Articles of Association/ Power of Attorney/ another relevant document.
(b)	Work experience & Completion of similar works of specified value during the specified period	Copies of the <b>detailed work orders</b> for the qualifying works <b>(2. (ii) and 2.(iv) above)</b> indicating date of award, value of awarded work, time given for completing the work, etc. and the corresponding <b>completion certificates</b> indicating actual date of completion and actual value of executed similar works should be enclosed in proof of the work experience. The details along with documentary evidence of previous experience, if any, of carrying out works for the Reserve Bank of India at any Centre, should also be given.
(c)	Turnover	<b>Copies of Audited financial statements</b> for last three financial years i.e. 2018-19, 2019-20 and 2020-21 along with a <b>certificate of Chartered Accountant</b> indicating the turnover for these financial years.
(d)	Credit worthiness of the contractor and their turnover during the specified period	Copies of the Income Tax Clearance Certificates/ Income Tax Assessment Orders along with the latest final accounts of the business of the contractor duly certified by a Chartered Accountant

		should be enclosed in proof of their creditworthiness and turnover for last three years.
(e)	Name(s) and address(es) of the Bankers and their present contact executives	Written Information about the names and addresses of their bankers along with full details, like names, postal addresses, e-mail IDs, telephone (landline and mobile) nos., fax nos., etc. of the contact executives (i.e. the persons who can be contacted at the office of their bankers by the Bank, in case it is so needed) should be furnished.
(f)	Details of bank accounts	Full particulars of their bank accounts, like account no. type, when opened etc., should be given.
(g)	Name(s) and address(es) of the Clients and their present contact executives	Written information about the names and addresses of their clients along with full details, like names, postal addresses, e-mail IDs, telephone (landline and mobile) nos., fax nos. etc., of the contact executives (i.e. the persons who can be contacted at the office of their clients by the Bank in case it is so needed) should be furnished.
(h)	Details of completed works ( <a href="#">Annex 6</a> )	The client-wise names of work(s), year(s) of execution of work (s), awarded and actual cost (s) of executed work (s), completion time stipulated in the contract(s) and actual time taken to complete the work (s), Name(s) and full contact-details of the officers/authorities/departments under whom the work(s) was/were executed should be furnished.
(i)	Details of office setup	Address and contact details of the office set up in Thiruvananthapuram.
(j)	Details of registration and copies of registration certificate/ documents for	PAN GST Micro and Small Enterprises (MSE) GOI, if applicable, Office of Labour Commissioner, if applicable.

5. In the event of intending bidder's failure to satisfy the Bank on pre-qualification, the Bank reserves the right to not allow him to participate in the tendering process.
6. A pre-bid meeting (off-line mode) of the intending bidders will be held **at 11:00 hrs. on October 05, 2021** at Estate Department, Main Office Building, Reserve Bank of India, Thiruvananthapuram. The duly filled in tender documents shall be uploaded on MSTC site by **14:00 Hrs. of October 21, 2021.**
7. (a) Tender forms can be downloaded for viewing from the website [www.mstcecommerce.com](http://www.mstcecommerce.com)

from **17:00 Hrs of September 28, 2021 onwards.**

- (b) EMD of ₹27,000.00/- (Rupees Twenty Seven thousand only) through NEFT or in the form of Demand Draft or an irrevocable Bank Guarantee issued by a scheduled Bank in the Bank's standard proforma which is available in the tender form ([Annex - 3](#)).
- (c) Tenderers shall submit all the information and the documents as mentioned in Para 3 above.

After examination, if any of the bidder is found not to possess the required eligibility, their tenders will not be accepted by the Bank for further processing.

- 8. Part I of the tenders will be opened at **15:00 Hrs. of October 21, 2021**. Part-II (Price bid) shall be opened of the eligible bidders on a subsequent date which will be intimated to the eligible bidders in advance.
- 9. The applicants/ tenderers have to upload
  - a. Client's certificate as per format at [Annex- 7](#) from their clients for whom they have carried out "eligible works" in terms of the eligibility (Pre-qualification) criteria explained in this notice.
  - b. Banker's certificate as per format at [Annex - 8](#) from their banker/bankers.

The client's certificate shall be accepted only when the same is signed by an official of the rank of Executive engineer/Superintendent Engineer or equivalent in respect of a Government/Semi Government organization or a PSU and only when they are supported by adequate proof of payment received by the contractor for the work done by him. The client's certificate issued by the private organizations shall also accompany Tax Deducted at Source (TDS) certificates. Applications/tenders uploaded without the above certificates may be rejected. The Bank shall have the right to independently verify these certificates.

The Bank shall evaluate the said reports before processing the tenders and opening of price bid of the tenders. If any bidder is not found to possess the required eligibility for participating in the tendering process at any point of time and/or his performance reports received from his clients and/or his bankers are found unsatisfactory, the Bank reserves the right to reject his offer even after opening of Part-I of the tender. The Bank is not bound to assign any reason for doing so.

- 10. 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.

11. The Bank is not bound to accept the lowest tender and reserves the right to accept either in full or in part any tender. The Bank also reserves the right to reject all the tenders without assigning any reason there for.

**The Schedule of e-Tender is as follows:**

a. e-Tender Name	Supply, Installation, Testing and Commissioning of a Passenger Lift (Capacity – 6 Persons) at Amenities Block at Reserve bank of India, Thiruvananthapuram.
b. e-Tender no	RBI/Thiruvananthapuram/Estate/132/21-22/ET/178
c. Estimated Cost	Rs 13.50 lakh
d. Mode of Tender	<b>e-Procurement System</b> Online Part I - Techno-Commercial Bid and Part II - Price Bid through <a href="http://www.mstcecommerce.com/eprochome/rbi">www.mstcecommerce.com/eprochome/rbi</a>
e. Date of NIT available to parties to download	17.00 Hrs onwards on September 28, 2021
f. Pre-Bid meeting	11.00 Hrs on October 05, 2021
g. Earnest Money Deposit	<b>Details for NEFT for EMD Payment of ₹27,000.00/-</b> <b>Beneficiary Name:</b> <b>ESTATE&lt;space&gt;LIFT&lt;space&gt;Your Firm's Name</b> <b>Beneficiary Ac No: 8614038</b> <b>IFSC: RBIS0THPA01</b> <b>Remarks: ESTATE LIFT</b>  <b>OR</b> <b>₹27,000.00/- (Rupees Twenty Seven Thousand Only) in the form of DD / BG (as per <a href="#">Annexure 3</a>) in favour of Reserve Bank of India, Thiruvananthapuram, to be deposited in original at Estate Department, RBI, Thiruvananthapuram before 13.00 Hrs on October 21, 2021</b>
h. Date of Starting of e-Tender for submission of on line Techno-Commercial Bid and price Bid at <a href="http://www.mstcecommerce.com/eprochome/rbi">www.mstcecommerce.com/eprochome/rbi</a>	17.00 Hrs on October 06, 2021
i. Last date of submission of EMD	13.00 Hrs on October 21, 2021

<b>j.</b> Date of closing of online e-tender for submission of Techno-Commercial Bid & Price Bid	14.00 Hrs on October 21, 2021
<b>k.</b> Date & time of Opening of Part I of e-Tender	15.00 Hrs on October 21, 2021
<b>l.</b> Date & Time of opening of Part- II (Financial Bid)	Opening of Financial Bid shall be intimated separately
<b>m.</b> Transaction Fee	To be paid through MSTC Payment Gateway/ NEFT/ RTGS in favour of MSTC Limited or as advised by M/s MSTC Ltd.

**Regional Director for Kerala and Lakshadweep**

## **Important instructions for E-procurement**

Bidders are requested to read the terms & conditions of this tender before submitting your online tender.

### **1 Process of e-Tender:**

**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 Technical Bid as well as Commercial Bid will be done over the internet. 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 is not responsible for making such arrangement. (Bids will not be recorded without Digital Signature).

#### **SPECIAL NOTE: THE TECHNICAL BID AND THE COMMERCIAL BID**

HAS TO BE SUBMITTED ON-LINE AT [www.mstcecommerce.com/eprochome/rbi](http://www.mstcecommerce.com/eprochome/rbi)

1). Vendors are required to register themselves online with [www.mstcecommerce.com](http://www.mstcecommerce.com) → e-Procurement → PSU/Govt depts → Select RBI Logo → Register as Vendor → Filling up details and creating own user id and password → Submit.

2). Vendors will receive a system generated mail confirming their registration in their email which has been provided during filling the registration form. In case of any clarification, please contact RBI/MSTC, (before the scheduled time of the e-tender).

Contact person (RBI, Thiruvananthapuram):

1. V Jayaraj(AGM)-8547868519 ([vjayaraj@rbi.org.in](mailto:vjayaraj@rbi.org.in))
2. R Sureshkumar (AM-Tech) 9446021054 ([rsureshkumar@rbi.org.in](mailto:rsureshkumar@rbi.org.in))
3. T Gowthami (AM) 0471 2783045 ([gowthamit@rbi.org.in](mailto:gowthamit@rbi.org.in))

Contact person (MSTC Ltd):

1. MSTC, Office Address: 1st Floor, Forest Central Library Building, Kerala Forest Head Quarters, Vazhuthacaud, Thiruvananthapuram – 695014, [mstctvm@mstcindia.co.in](mailto:mstctvm@mstcindia.co.in), Ph: 0471-2529137
  2. Shri Santhosh Kumar- [skrajendran@mstcindia.co.in](mailto:skrajendran@mstcindia.co.in) Mobile 8884600700
  3. Mr. Sushil Nale, Asst. Manager – [sushil@mstcindia.co.in](mailto:sushil@mstcindia.co.in) Mobile- 09987758460
  4. Ms. Archana, Asst. Manager- [archana@mstcindia.co.in](mailto:archana@mstcindia.co.in) Mobile- 09990673698
  5. Ms. Rupali Pandey, Executive- [rpandey@mstcindia.co.in](mailto:rpandey@mstcindia.co.in) Ph- 022 22886268
  6. Mr. Tejas V, Executive [tejasv@mstcindia.co.in](mailto:tejasv@mstcindia.co.in) Ph-022 22822789
- Google hangout ID- (for text chat)- [mstceproc@gmail.com](mailto:mstceproc@gmail.com)  
E-mail Help Desk- [helpdesk@mstcindia.co.in](mailto:helpdesk@mstcindia.co.in)

	<p><b>B) System Requirement:</b></p> <p>i) Windows 7 or above Operating System  ii) IE-7 and above Internet browser.</p> <p>iii) Signing type digital signature iv) Latest updated JRE 8 (x86 Offline) software to be downloaded and installed in the system.</p> <p>To disable “Protected Mode” for DSC to appear in The signer box following settings may be applied.</p> <ul style="list-style-type: none"> <li>➤ Tools =&gt; Internet Options =&gt;Security =&gt; Disable protected Mode, if enabled- i.e, Remove the tick from the tick box mentioning “Enable Protected Mode”. Other Settings:</li> <li>➤ Tools =&gt; Internet Options =&gt; General =&gt; Click on Settings under “Browsing history/Delete Browsing History” =&gt; Temporary Internet Files =&gt; Activate “Every time I Visit the Webpage”.</li> <li>➤ To enable ALL active X controls and disable ‘use pop up blocker’ under Tools →Internet Options→ custom level (Please run IE settings from the page <a href="https://www.mstcecommerce.com">https://www.mstcecommerce.com</a> once)</li> </ul>
2	<p>The Techno-commercial Bid and the Price Bid shall have to be submitted online at <a href="https://www.mstcecommerce.com/eprochome/rbi">https://www.mstcecommerce.com/eprochome/rbi</a>. Tenders will be opened electronically on specified date and time as given in the Tender.</p>
3	<p>All entries in the tender should be entered in online Technical &amp; Commercial Formats without any ambiguity.</p>
4	<p><b>Special Note towards Transaction fee:</b></p> <p>The vendors shall pay the transaction fee using “Transaction Fee Payment” Link under “My Menu” in the vendor login. The vendors have to select the particular tender from the event dropdown box. The vendor shall have the facility of making the payment either through NEFT or Online Payment. On selecting NEFT, the vendor shall generate a challan by filling up a form. The vendor shall remit the transaction fee amount as per the details printed on the challan without making change in the same. On selecting Online Payment, the vendor shall have the provision of making payment using its Credit/ Debit Card/ Net Banking. Once the payment gets credited to MSTC’s designated bank account, the transaction fee shall be auto authorized and the vendor shall be receiving a system generated mail.</p> <p>Transaction fee is non-refundable. A vendor will not have the access to online e-tender without making the payment towards transaction fee.</p> <p><b>NOTE:</b> Bidders are advised to remit the transaction fee well in advance before the closing time of the event so as to give themselves sufficient time to submit the bid.</p>
5	<p>Information about tenders /corrigendum uploaded shall be sent by email only during the process till finalization of tender. Hence the vendors are required to ensure that their corporate email I.D. provided is valid and updated at the time of registration of vendor with MSTC. Vendors are also requested to ensure validity of their DSC (Digital Signature Certificate).</p>
6	<p><b><u>E-tender cannot be accessed after the due date and time mentioned in NIT.</u></b></p>



7	<p>a) The process involves Electronic Bidding for submission of Technical and Commercial Bid.</p> <p>b) The vendor(s) who have submitted transaction fee can only submit their Technical Bid and Commercial Bid through internet in website: <a href="https://www.mstcecommerce.com">https://www.mstcecommerce.com</a> → e-procurement →PSU/Govt depts→ Login under RBI → My menu→ Auction Floor Manager→ live event →Selection of the live Event.</p> <p>c) The vendor should allow running JAVA application. This exercise has to be done immediately after opening of Bid floor. Then they have to fill up Common Terms/Commercial specification and save the same. After that click on the Technical bid. If this application is not run then the vendor will not be able to save/submit his Technical bid.</p> <p>d) After filling the Technical Bid, vendor should click 'save' for recording their Technical bid. Once the same is done, the Commercial Bid link becomes active and the same has to filled up and then vendor should click on "save" to record their Commercial bid. Then once both the Technical bid &amp; Commercial bid has been saved, the vendor can click on the "Final submission" button to register their bid.</p> <p>e) Vendors are instructed to use <i>Attach Doc button</i> to upload documents. Multiple documents can be uploaded.</p> <p>f) In all cases, vendor should use their own ID and Password along with Digital Signature at the time of submission of their bid.</p> <p>g) During the entire e-tender process, the vendors will remain completely anonymous to one another and also to everybody else.</p> <p>h) The e-tender floor shall remain open from the pre-announced date &amp; time and for as much duration as mentioned above.</p> <p>i) All electronic bids submitted during the e-tender process shall be legally binding on the vendor. Any bid will be considered as the valid bid offered by that vendor and acceptance of the same by the Buyer will form a binding contract between Buyer and the Vendor for execution of supply.</p> <p>j) It is mandatory that all the bids are submitted with digital signature certificate otherwise the same will not be accepted by the system.</p> <p>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.</p> <p>l) No deviation of the terms and conditions of the tender document is acceptable. Submission of bid in the e-tender floor by any vendor confirms his acceptance of terms &amp; conditions for the tender.</p> <p>m) Pages of Part I (Techno-Commercial Bids) of the tender where details shall be filled in and signed, shall be downloaded from the uploaded tender documents and they shall fill the details, sign and upload the same. Vendors are instructed to use 'Attach Doc' button to upload documents. Multiple documents can be uploaded.</p>
	Any order resulting from this tender shall be governed by the terms and conditions mentioned therein.
	The tender inviting authority has the right to cancel this e-tender or extend the due date of receipt of bid(s) without assigning any reason thereof.
	Vendors are requested to read the vendor guide and see the video in the page <a href="https://www.mstcecommerce.com/eprochome/rbi">https://www.mstcecommerce.com/eprochome/rbi</a> to familiarize them with the system before bidding.

**Important Note**

In the Online price bid, due to number of words limitation of 1000 characters, complete description could not be accommodated and description given thereof is brief. Before quoting rates online, all the contractors must read the complete details of each items given in the un-priced bill of quantities (BOQ) given in Part-I of the tender document. For execution and rate purpose, the details given in Unpriced Bill of Quantities in Part- I of the tender document will be implemented.



**RESERVE BANK OF INDIA  
ESTATE DEPARTMENT  
THIRUVANANTHAPURAM**

**E- Tender for Design, Supply, Installation, Testing and Commissioning of a Passenger Lift (Capacity– 6 Persons) at Amenities Block at Reserve bank of India, Thiruvananthapuram**

**E-tender - No: RBI/Thiruvananthapuram/Estate/132/21-22/ET/178**

**Part I**

Name of the tenderer \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

E-mail:

Contact No:

**Last date of Submission: 2.00 pm on October 21, 2021**  
**Date of Pre-bid meeting: 11.00 am on October 05, 2021**

## **Section I - Form of Tender**

Place \_\_\_\_\_

Date \_\_\_\_\_

Smt. Reeny Ajith  
The Regional Director  
Reserve Bank of India  
Thiruvananthapuram

Madam

We have carefully examined the specifications, designs and schedule of quantities relating to the works specified in the memorandum hereinafter set out and have visited and examined the installation site of the works specified in the said memorandum and have acquired the requisite information relating thereto as affecting the tender. We hereby offer to execute the works specified in the said memorandum within the time specified in the said memorandum at the rates mentioned in the attached Schedule of Quantities and in accordance in all respects with specifications, designs and instructions in writing referred to in articles of agreement, general instructions to the tenderers and special conditions, conditions hereinbefore referred to, specifications, schedule of works, 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	Design, Supply, Installation, Testing and Commissioning of a Passenger Lift (Capacity - 6 persons) at Amenities Block at Reserve bank of India, Thiruvananthapuram
(b)	Estimated cost	₹ 13.5 lakh inclusive of GST
(c)	Mode of payment	As per clause 12.1 of General Instructions to Contractors and Special Conditions.
(d)	Earnest Money	₹ 27,000/-
(e)	Time allowed for completion of work from tenth day after the date of letter advising acceptance of tender.	12 Weeks

2. We also agree that our tender will remain valid for acceptance by the Bank for 90 days from the date of opening of Part I of the tender and this period of validity can be extended for such period as may be mutually agreed between the Bank and us in writing. We also agree to keep the Bank Guarantee towards earnest money valid during the entire period of validity of tender, as per enclosed proforma ([Annex 3](#)).
3. Should this Tender be accepted, we hereby agree to abide by and fulfil all the Terms and Conditions of the Tender and in default thereof, to forfeit and pay to you or your successors, or assignees or nominees such sums of money as are stipulated in the conditions contained in the tender together with the written acceptance of the Contract.
4. I/ We understand that you reserve the right to accept or reject any or all the tender either in full or in part without assigning any reason therefor. If we fail to execute the Contract when called upon to do so, we do hereby agree that EMD deposited shall be forfeited by us to the Reserve Bank of India.
5. We are enclosing a list of our clients and bankers in India with complete details as per the proforma given in the [Annex 10](#) and [Annex 9](#).
6. We have deposited a sum of **₹27,000.00/- as earnest money** with the Reserve Bank of India, which amount is not to bear any interest. Should we fail to execute the Contract when called upon to do so, we do hereby agree that this sum shall be forfeited by us to the Reserve Bank of India.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2021.

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 \_\_\_\_\_  
\_\_\_\_\_

## **Section II - General Instructions to Tenderers and Special Conditions**

### **Design, Supply, Installation, Testing and Commissioning of a Passenger Lift (Capacity - 6 Persons) at Amenities Block, Reserve bank of India, Thiruvananthapuram**

#### **1.0 Instructions to Tenderers**

Only those contractors who have minimum 5 years' experience in the field of undertaking similar works viz **SITC** of lifts and associated works for office buildings/commercial premises and have, during the last 5 years (works completed on or after August 2016), executed successfully similar works individually costing as under:

- (a) Three works each costing not less than 40% of estimated cost.

**OR**

- (b) Two works each costing not less than 50% of estimated cost.

**OR**

- (c) One work costing not less than 80% of estimated cost.

**AND**

- (d) Have a minimum yearly turnover of 100% of estimated cost during the last 3 years supported by audited financial statements.

**AND**

- (e) Have a service set up at Thiruvananthapuram for rendering after sales service.

**Tenderers should submit the following documents (to be scanned and attached in MSTC e-tendering portal) in respect of their eligibility:**

- i. Copies of detailed work order indicating scope and value of works.**
- ii. Completion certificate (Client certificate) for the qualifying works as per [Annexure - 7](#)**
- iii. List of completed works with all the details as per the proforma as per [Annexure - 6](#)**
- iv. Financial statement for turnover for last 3 years**
- v. Solvency Certificate / Banker's Certificate as per [Annexure - 8](#)**

Only tenderers who qualify as above will be eligible to tender for the work. A tender submitted by a firm who is found to be not satisfying the above criteria will be liable for rejection.

Online tenders will be allowed to view/download to all forms from 5.00 PM of September 28, 2021. The firms which do not comply with the above pre-qualification criteria and do not submit EMD will not be considered for opening of their tender Part-II

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

- 1.1. The tenderers are advised to submit the tender based strictly on the General Conditions of the Contract and Technical Specifications contained in the tender documents, and not to stipulate any deviations. If acceptance of the terms and conditions given in the tender documents has any price implications, the same should be considered and included in the quoted price. Tender containing deviations from the terms and conditions may be rejected at the Bank's discretion.
- 1.2. The tenderers shall submit full details of the patent, trade mark, registered design, intellectual property rights, copyrights, industrial property rights held by them or used by them of any third party with regard to design or any part of the system.
- 1.3. **A pre-tender briefing meeting of the intending tenderers (Off-line Mode) will be held at 11:00 hours on October 05, 2021 to clarify any point/doubt raised by them in respect of the tender.** No separate communication will be sent for this meeting. All the intending tenderers are advised to study the tender document and to be present in the above meeting. All the points/conditions/specifications requiring clarifications shall be given in writing addressed to The Regional director, Estate Department, Reserve Bank of India, Thiruvananthapuram by the intending tenderers by October 05, 2021. These issues will be discussed, and all the tenderers will be advised suitably. The tenderers are expected to get all the issues clarified during the above meeting and should desist from deviating from the Bank's tender conditions/specifications in their tender (Part – I and Part –II).
- 1.4. All information, correspondence letters shall be submitted to The Regional director, Estate Department, Reserve Bank of India, Thiruvananthapuram.

## 2. Submission of Tender

**2.1 The Tender shall be submitted separately online on MSTC site in two parts, viz, Part I and Part II, "Part I – Technical and Commercial" and "Part II – Price Bid", respectively. The tenderers shall sign with seal and date in all pages of the Part I of the tender document, fill details in the required pages, and then scan and upload in the e-tendering portal.**

2.2 The tenders shall be submitted / uploaded till 2:00 PM on October 21, 2021. No tender will be accepted after **2:00 PM on October 21, 2021** under any circumstances whatsoever.

2.3 a) Intending tenderers shall remit as Earnest Money a sum of **₹27,000.00/- (Rupees Twenty seven thousand Only)** by a demand draft in favour of Reserve Bank of India, payable at Thiruvananthapuram, drawn on a scheduled bank or NEFT or Bank Guarantee in a form ([Annexure - 3](#)) acceptable to the Bank along with Part I of the tender. The Earnest Money Deposit of the successful tenderer shall be held by the Bank as security for the execution and due fulfilment of the Contract. No interest shall be paid on the said deposit. Under no circumstances Earnest Money Deposit will be accepted in the form of fixed deposit receipts or insurance guarantee or cheque or cash. EMD will be released after virtual completion of the work.

b) 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 in accordance with the draft agreement and the Schedule of Conditions but the written acceptance by the Bank 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.

c) All compensation or other sums of money payable by the contractor to the Bank 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 as become otherwise payable, within ten days after such deduction made good in cash the amount so deducted.

### 3.0 Part I – Technical & Commercial

3.1 Part I - This part shall contain the unpriced tender consisting of complete technical specification including drawings and documents and commercial terms and conditions such as equipment data sheets, tests and inspection, makes of materials, technical description, drawings etc.

3.2 Part I of the tender as submitted shall also contain the following:

(i) Earnest Money Deposit in the form of DD/Bank Guarantee (BG) / NEFT details issued by a scheduled Bank in India.

**(ii) Power of Attorney/ authorisation with the seal of the company/firm in the name of the person signing the tender documents.**

(iii) The tenderer shall also indicate whether they have the capacity to manufacture, supply, install, test and commission all the required systems within the stipulated completion period.

(iv) List of deviation, if any, in commercial/technical specification.

(v) The contractor shall furnish an undertaking as per the enclosed proforma ([Annexure 2](#)) that they will maintain the Lift(s) satisfactorily for a minimum period of 19 years from the date of expiry of the defect liability period.

(vi) Tenderers shall indicate their service set up details in Thiruvananthapuram or nearby metro from where the proposed Lift(s) will be serviced. The details shall include number of technical personnel, phone/mobile numbers and addresses for contact/lodging of service requests and the details of emergency service/ after/ before office hours available.

(vii) The tenderers shall submit full details of the patent, trade mark, registered design, intellectual property rights, copy rights, industrial property rights held by them or used by them of any third party with regard to design or any part of the system

(viii) Any other technical information the tenderer wishes to furnish.

(ix) List of works/facilities etc. to be provided by the Reserve Bank of India for installation, commissioning and testing of the system.

### 4.Part II – Price Schedule of Quantities, duly filled-in MSTC website only

(a) This part shall contain prices in **Indian Rupees only** with breakup of the price as per format (Part II). Tender in which prices are quoted in any other currency will not be considered. The rates quoted towards all-inclusive Comprehensive Annual Maintenance Contract (CAMC) will also be in Indian Rupees only.

(b) This contract is neither a fixed lump sum contract nor a piece work contract but is a contract to carry out the work in respect of provision of the entire passenger Lift(s) to be paid for according to actual measured quantities at the rates/quantities provided in the schedule of rates (Part II). In case of difference in the rate/amount mentioned in words and figures, the rate/amount whichever is lower shall be considered.

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

### 5.0 Opening of Tender

5.1 Part I of the tenders will be opened on **15:00 Hrs. of** October 21, 2021, through on-line mode. Price bid (Part II) of only such of those tenderers who are found eligible after scrutiny of their Part I of the tenders will be opened on a subsequent working day which will be intimated to all the eligible tenderers.



## **6.0 Scope of Work**

**6.1** The scope of work shall include the following.

- Design, Manufacture and installation of a passenger Lift (Capacity – 6 Persons) along with all accessories/ components in the new MS structure shaft in Bank's Amenities Block at Thiruvananthapuram.
- Delivery of lifts equipment to Bank's site at Thiruvananthapuram including packing, handling, transporting, clearing, loading/unloading at ports in India and unloading at site in Thiruvananthapuram.
- Erection, testing and commissioning of lifts equipment, obtaining operating approval/license from lifts inspectorate/ Competent Authorities and handing over the lifts to Bank.
- Providing all-inclusive service including all spares, etc. during warranty period of lifts and subsequent comprehensive Annual Maintenance Contract for the committed period of 20 years (min.) from the date of handing over of the lifts installation to the Bank.
- All engineering, equipment, labour, and permits required to satisfactorily complete lift installation required by this specification.
- Any other work, related to but not mentioned above, required for completion of the job

**6.2** The tenderer should indicate in his tender the complete description of the working of the system/sub systems and their power requirements of the lift with all relevant brochures/literature etc. in addition to those called for in the Technical Specifications:

**6.3** The Tenderer shall carefully check the specifications and shall satisfy himself that the equipment offered is suitable as per the enclosed Technical Specifications and shall take full responsibility for the efficient operation of the equipment offered. Tenderer shall supply all tools, plants, labour and consumables etc. as required for installation, testing and commissioning of the lifts.

**6.4** Responsibility for obtaining all statutory approvals and liasoning with competent authority 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. The inspection fee will be reimbursed by the Bank on submission of the original receipt issued by the competent authority.

## **7.0 Drawings and Documents**

**7.1** 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. The drawings will be scrutinized by the Bank and returned to the tenderer within two weeks of receipt, duly approved or with observations.

## **8.0 Packing and Dispatch**

**8.1** 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, Thiruvananthapuram.

## **9.0 Taxes and duties**

**9.1** The prices quoted for supply of equipment shall be deemed to have included all taxes, custom duty, excise duty, octroi, local levies, any other taxes/duties imposed by Central/State Government/ Local Bodies, charges for labour, transport, insurance charges for transit, shipment, packing, freight from the factory to the destination site, handling, clearing, installation, and commissioning charges, insurance charges for storage, erection, testing and commissioning policy, workmen compensation and third party liability etc. till the lifts is finally handed over to the Bank. If the Tenderer fails to include such taxes and duties in the tender, no claim thereof will be entertained by the Bank afterwards. As per Indian laws, income tax and other statutory charges will be deducted at source and a certificate for the same will be issued to the contractor.

## **10.0 Validity of Tender**

**10.1** The Tender along with the prices shall remain valid initially for a period of 90 days from the date of opening of Part I of tender, which period may be further extended by mutual agreement in writing by the Tenderer and the Tenderer shall not cancel or withdraw the tender during this period.

## **11.0 Language**

**11.1** The Tender including all labels in drawings, documents, catalogues etc. shall be in English.

## **12.0 Earnest Money Deposit & Security Deposit**

**12.1** The Tender must be accompanied by Earnest Money (₹27,000.00/-) in the form of Demand Draft or an irrevocable Bank Guarantee issued by a scheduled bank in India or through NEFT. The Bank Guarantee shall be in a format given at [Annex 3](#) and shall remain un-discharged for such period as may be specified for keeping the tender open. If the Tenderer, after submission of the tender, deviates from his offer or modifies the terms and conditions thereof, the Bank Guarantee shall be liable to be invoked.

**12.2** Tender not accompanied by EMD is liable to be rejected.

**12.3** The above Bank Guarantee (EMD) shall be discharged on acceptance of the tender, and on production of a new Bank Guarantee towards security deposit in the enclosed format ([Annex 5](#)) or on non-acceptance of tender, but not earlier than the expiry date of the period for which the tender is kept valid.

**12.4** Should the Invitation to Tender be withdrawn or cancelled by the Bank, which shall have the right to do so at any time, the Bank Guarantee will be discharged.

**12.5** Should the successful Tenderer fail to furnish the Security Deposit, the Bank Guarantee towards EMD/NEFT shall be enforced without prejudice to his being liable for any further loss or damage incurred in consequence, by the Bank. The Bank Guarantee towards EMD shall be suitably extended, if necessary, by the successful Tenderer till the date fixed by the Bank for furnishing the Bank Guarantee towards Security Deposit.

## **12.6 Security Deposit**

### **12.6. i. Bank Guarantee during execution of work**

On award of contract, the successful tenderer shall furnish an amount equal to 10% (ten percent) of the contract value in the form of a Bank Guarantee/Security Deposit from any scheduled Bank in the form prescribed by the Bank as per [Annex 5](#) (which will be submitted along with letter of

acceptance) towards security deposit for the due fulfilment of the contract. The Bank guarantee/NEFT towards earnest money deposit furnished at the time of submission of tender will be returned thereafter. This Bank Guarantee towards security deposit shall be valid for the contract completion period up to the date of handing over of the lifts installation.

**12.6.ii. Bank Guarantee during Defect Liability Period and CAMC period:**

After Completion of works but before expiry of the BG submitted for due fulfilment of execution of work, the tenderer shall furnish a new BG, in the form prescribed by the Bank as per [Annexure 5](#), for due fulfilment of the terms and obligations of the DLP and CAMC contract, for an amount equal to 5 % of the Capital cost of work valid for initial 10 years and thereafter for an amount of 3% of the Capital cost of work for rest 10 years. The BG shall be renewed 2 weeks before expiry of the previous one failing which the above Bank Guarantee shall be enforced without prejudice to his being liable for any further loss or damage incurred in consequence, by the Bank.

The Bank reserves the right to invoke the Bank Guarantee in case of unsatisfactory performance of the terms, conditions of the DLP and CAMC set out in the tender at any time during the currency of committed period of Twenty (20) years (One-year DLP and 19 years CAMC).

12.7 All compensation or other sums of money payable by the Contractor to the Employer under the terms of this Contract may be deducted from the security deposit, if the amount so permits unless the contractor deposits such amounts in cash within ten days of issue of demand notice by the Bank.

**13.0 Lowest Tender Not Necessarily to Be Accepted**

13.1 The Bank is not bound to accept the lowest /any tender or to assign any reason for non-acceptance.

13.2 The tenderer whose tender is not accepted shall not be entitled to claim any costs, charges, damages and expenses of and incidental to or incurred by him through or in connection with his submission of tenders, even though the Bank may elect to modify/withdraw the tender.

**14.0 Right to Accept Part Tender**

14.1 The Bank reserves the right to accept the tender either in whole or in part at the same prices quoted by the Tenderer.

**15.0 Evaluation of Tender**

15.1 The tenders will be evaluated not only on the basis of capital cost quoted for the lifts but also taking into account the effect of rates quoted for comprehensive all-inclusive Annual Maintenance Contract for a period of 19 years after expiry of one-year warranty period (Defect Liability Period), by using Net Present Value (NPV) method. For arriving at the NPV of AMC amount, the following will be considered:

(a)	Discount factor	8% per annum
(b)	Period of AMC	19 years
(c)	Payment terms of AMC	Quarterly payment after satisfactory completion of the service

Total Cost of Ownership = {A+ (F \* C)}

Where, A=Capital Cost lifts

C= Comprehensive AMC Value of lifts F=13.17 (Multiplying Factor)

## 16.0 Signing of Contract Agreement

- 16.1 The General instructions to the tenderers and special conditions, conditions hereinbefore referred to, Conditions of Contract and Technical Specifications, schedule of works enclosed with the tender documents and the subsequent correspondence exchanged between the Bank and the tenderer shall be the basis of the Purchase Order/final contract to be entered into with the successful tenderer.
- 16.2 The Tenderer shall go through the terms and conditions given in the general conditions of contract herewith and his offer shall be strictly in line with the terms specified therein. No deviation from the terms and conditions specified shall be acceptable. Each page of the tender documents should be signed for his/their having acquainted himself/themselves in the general conditions of contract, Technical specifications, etc.
- 16.3 The tender submitted on behalf of a firm shall be signed by all the partners of the firm or a partner who has the necessary authority on behalf of the firm to enter into the proposed contract. Otherwise the tender may be rejected.
- 16.4 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 in accordance with the draft agreement. **The agreement should be on a non-judicial stamp paper of required value as per applicable stamp act and the cost for the same shall be completely borne by the tenderer.** Notwithstanding the signing of the agreement, the written acceptance by the Reserve Bank of India of a tender in itself will constitute a binding contract between the Reserve Bank of India and the person so tendering, whether such agreement is or is not subsequently executed.
- 16.5 The contractor shall not assign the contract. He shall not sublet any portion of the contract except with the written consent of the Employer. In case of breach of these conditions, the Employer may serve a notice in writing on the Contractor rescinding the contract whereupon the security deposit shall stand forfeited to the Employer, without prejudice to his other remedies against the Contractor.

## 17.0 Import and Export License

- 17.1 Import License, if required, will be obtained by the Tenderer. All necessary documents/fees required to be submitted/paid to the relevant authorities, for obtaining the import license shall be the sole responsibility of the tenderer.
- 17.2 The Tenderer shall obtain and maintain the necessary export license for importing machines into India from the competent authorities and shall pay all costs and fees connected therewith. Failure to obtain and maintain export license shall not be considered as Force Majeure. In case the Tenderer fails to obtain or maintain the licenses, or if the licenses are withdrawn, the tenderer shall restore them within two months from the date of such cancellation/withdrawal. If the tenderer fails to restore the export license, the Bank shall have the right to cancel the contract in whole or in part and the Tenderer shall forthwith return to the Bank all the amounts paid by the Bank to the Tenderer in respect of the supplies and services cancelled, together with all damages suffered by the Bank. In this regard the decision of the Bank shall be final and binding.

## 18.0 Inspection of materials/work at manufacturer's works/site

- 18.1 Before dispatching the equipment to site, the equipment may be inspected by the Bank's

engineer at the manufacturers' works 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 is being or have been manufactured in accordance with specifications laid down in the particular specifications attached to this tender document.

**18.2** Further, the Bank's engineer shall have free and full access at any time during execution of the contract to the contractor's works or site in case of the execution of work for the aforesaid purpose, and he may require the contractor to make arrangements for inspection of 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.

**18.3** The above will, however, not in any way absolve the contractor of his responsibility about proper performance of the system/ components after erection and commissioning at the designated place.

**18.4** 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 travelling, boarding and lodging, of Bank's Engineer (s) to the site of inspection shall be borne by the Bank.

**18.5** 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.

**18.6** 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.

**18.7** 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 authorize 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 authorize 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 (ii) above or this clause, the provision of delivery clause applies as far as applicable.

**18.8** Bank's Engineer's 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.

## **19.0 Completion Period**

**19.1** Time allowed for carrying out the work, as mentioned in the Memorandum (12 Weeks), shall be strictly observed by the Contractor and it shall be reckoned from the 10<sup>th</sup> day after written order to commence the work is issued. The work shall throughout the stipulated period of the contract be proceeded with all the due diligence and if the contractor fails to complete the work within the specified period, he shall be liable to pay liquidated damages as defined in "Appendix herein before referred to" of the contract. The tenderer shall, before commencing the work, prepare a detailed work programme which shall be approved by the Employer.

**19.2** The contractor shall submit a **Bar Chart for completion of the work within the contractual completion period from the tenth 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.

**19.3** Bank will provide lockable 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.

## **20.0 Insurance**

The contractor shall take insurance policies in the joint names of the Bank and the contractor (Bank's name being first) from date of despatch of 1<sup>st</sup> consignment of material till the completion of work. The rates quoted shall include the cost of insurance policies. The policies shall cover the following risks:

- Contractors all risk insurance inclusive of fire, Storage, erection, testing and commissioning policy for full contract value.
- Workmen compensation policy for the employees of the contractor at site.
- Third party liability policy for a total of ₹50 lakhs and with a limit of ₹10 lakh per accident.

**Note:** These policies shall be valid till the completion of work. If these policies are not provided by the contractor, the Bank reserves the right to take the above insurance policies themselves and recover the cost thereof from the bill of the contractor.

## **21.0 Warranty and All-Inclusive Maintenance Contract (CAMC)**

**21.1** The entire equipment shall be guaranteed to be free from defective workmanship or materials and any defects that may appear within 12 months from the date of issue of completion certificate for the entire work, which in the opinion of the Employer have arisen from bad workmanship or materials, shall upon intimation by the Employer, be made good by the Contractor at his own cost within the time specified. During the said period of 12 months, the contractor (successful tenderer) shall make periodical inspection of the working of the lifts free of charge at least once a month or earlier, if required, and attend to the lubrication of the various parts and such

other service that may be required of him.

The warranty period shall be 12 months from the date of handing over of the lifts to the Bank.

**21.2 All-inclusive Annual Maintenance Contract (AMC)**

The tenderer shall quote his rates in rupees per lifts per annum for all-inclusive Comprehensive Maintenance Contract inclusive of custom duty for spares imported, transport, insurance, handling, etc. applicable after expiry of 12 months free warranty period. These rates shall remain firm for the first year of AMC & these charges will also be considered while evaluating tender as prescribed in the section II, clause 15.0 “evaluation of tenders”. Further renewal amount for the AMC shall be worked out as per the following formula:

$$Ac = Ap/100 (50 \times MPc/MPp + 50 \times Wlc/Wlp)$$

Ac	The contract amount for the current year.
Ap	The contract amount for the previous year.
MPc	Wholesale Price Index for metal products 6 months prior to the commencement date of contract for the current year.
MPp	Wholesale Price Index for metal products 6 months prior to the commencement date of contract for the previous year.
Wlc	Consumer Price Index for industrial workers (.....) 6 months prior to commencement date of contract for the current year.
Wlp	Consumer Price Index for industrial workers (.....) 6 months prior to commencement date of contract for the previous year.

**21.3 Scope of works during AMC**

A) The scope of work shall include the following:

- (i) Routine monthly servicing/ troubleshooting/ setting/ adjustments/ cleaning/ lubrication/ checking of safeties etc. to ensure smooth and trouble-free working of the lifts.

- (ii) Repairs/ replacement to the lifts 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 manufacturers 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 as per the manufacturer's periodicity or as required in addition to the scope of maintenance indicated above.
- (v) The scope of maintenance in addition to periodic maintenance will also include attending to /any number of breakdown calls.
- (vi) The clauses as attached in [Annex 4](#) shall be the part of AMC agreement.
- (vii) The Bank shall arrange to renew the lifts licenses, wherever issued by the statutory authorities, every year during the service life of the lifts installation. Any observations/ shortcomings noticed by the lifts inspectors during the inspection shall be attended by the lifts vendor on top priority. Non-availability of spares/ components will not be accepted as a reason for waiving of penalty towards delay in rendering prompt service.

During the currency of the Annual Maintenance Service Contract, all care shall be taken so that the downtime of any lift is kept minimum.

**B) Penalty for delay in service during warranty and AMC period:**

- i. During the currency of the Annual Maintenance Service Contract/DLP, all care shall be taken so that the downtime of any Lift(s) is kept minimum and the Lift(s) shall be attended immediately and maximum within 3 hours of receiving the complaint.
- ii. In case, the Lift(s) remains under breakdown for more than a day (requiring repair other than major repair), then a penalty equivalent to 2 times the daily rate of Comprehensive AMC charges shall be recovered from the payment due to the contractor subject to maximum of 50% of the AMC charges during AMC period and the warranty period (DLP) will be extended by 2 times the number of days of delay in rectification of the defects during DLP.
- iii. In case, the Lift(s) remains under breakdown for more than three days (requiring major repair), then a penalty equivalent to 2 times the daily rate of Comprehensive AMC charges shall be recovered from the payment due to the contractor subject to maximum of 50% of the AMC charges per Lift(s) during AMC period and the warranty period (DLP) will be extended by 4 times the number of days of delay in rectification of the defects during DLP. For the purpose of penalty, the following items will be considered as Major repair:
  - (a) Rewinding of motor
  - (b) Replacement of rope
  - (c) Replacement of guide shoes for the car and counter weight
  - (d) Replacement of trailing cables/ control wiring
  - (e) VVVF Controller replacement

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

D. The payment towards AMC charges will be made every quarter after satisfactory



completion of the service and submission of duly signed service reports.

## **22.0 Terms of Payment**

The payment for the works to be executed under this contract shall be made as follows and no variation in the mode of payment will be acceptable to the Reserve Bank of India.

### **First Stage Payment**

70% of the quoted rate for supply pro rata against submission of the following:

- i) Unconditional Order Acceptance
- ii) Bank Guarantee towards Security Deposit ([Annex 5](#))
- iii) Manufacturer's Inspection and Test Certificates
- iv) Inspection Certificate issued by the Bank
- v) Delivery of material at site and Contractor's Certificate that all components, parts, sub systems, consumables etc. for successful installation, commissioning and testing of the systems including maintenance have been received at site in good condition and if any shortfall is noticed during installation, commissioning and testing they will be supplied without any additional charge to the Bank.
- vi) Policies of insurance as stated in para 20.

### **Second Stage Payment**

20% of the quoted rate for labour pro-rata against erection, testing and commissioning

### **Final Stage Payment**

Balance 10% payment shall be released in two stages as under: -

- (i) 7% will be released on complying with the technical observations of the Lifts inspecting authority by the firm and on submission of confirmation in writing that the contractor has completed the work as observed/pointed out by the inspecting authority.
- (ii) 3% will be released after receipt of lift licenses and the Bank guarantee for DLP and CAMC.

**The date of issue of operating license shall be reckoned as the date of handing over of lifts.**

### **Other Issues**

23. The contractor shall furnish an undertaking as per the enclosed proforma ([Annex 2](#)) that they will maintain the lifts satisfactorily for a minimum period of 20 years from the date of expiry of the defect liability period at the rate quoted by them in this contract towards all-inclusive maintenance service contract subject to the terms, conditions, scope indicated under scope of service contract.
24. The Contractor shall carry out all the work strictly in accordance with drawing, details and instructions of the Bank's engineer. If in the opinion of the Bank's engineer, nominal changes have to be made to suit the site condition and with the prior approval in writing of the Employer, they desire the Contractor to carry out the same, the Contractor shall carry out the same without any extra charge.
25. The tenderer must obtain for himself on his own responsibility and at his own expense, 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, 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. The Employer's decision in such cases shall be final and shall not be open to arbitration.

26. A Schedule of Probable Quantities in respect of each work and Specifications accompany these Special Conditions. The Schedule of Probable Quantities is liable to alteration by omissions, deductions or additions at the discretion of the Employer. Each tender should contain not only the rates but also the value of each item of work entered in a separate column and all the items should be totaled in order to show the aggregate value of the entire tender.
27. The rates quoted in the tender shall include all charges for scaffoldings, watching and lighting by night as well as day including Saturdays/Sundays and holidays, protection of all other erections, matters or things and 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.
28. Guarding and protecting hoist way shall be responsibility of the tenderer from the date of commencement of work at site.
29. The Bank shall provide 1 No. TPN switch disconnecter fuse unit (SDFU)/isolator of the required capacity for lifts and suitable capacity MCB/RCCB/MCCB DB with necessary earth leads which shall be positioned near the Lift Control Panel.
30. The contractor shall not be entitled to any compensation for any loss suffered by him on account of delays in commencing or executing 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. The Employer does not accept liability for any sum besides the tender amount, subject to such variations as are provided for herein.
31. The successful tenderer is bound to carry out all items of work necessary for completion of the job even though such items are not included in the quantities and rates. Schedule of instruction in respect of such additional items and their quantities will be issued in writing by the Bank.
32. A brief specification and design data accompany these special conditions. It is not to be accepted as final by any means. The tenderers are expected to explain in detail the various designs in lifts mechanism offered, which would give a more enhanced working and finish.
33. The successful tenderer must co-operate with the other contractors appointed by the Bank so that the work shall proceed smoothly with the least possible delay. He should make his own arrangement for storage and protection of all materials supplied by him.
34. The work has to be carried out in an occupied office and, therefore, may have to be carried out during restricted hours/ beyond office hours/Saturdays/Sundays/Bank's holidays.
35. 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 Lifts Inspectorate and any other Acts/Rules/Regulations and no deviation on any account will be permitted.
36. 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. **The inspection fee will be reimbursed by the Bank on submission of the original receipt issued by the competent authority.**

I/We hereby declare that I/we have read and understood the above instructions for the guidance of the tenderers.	
Witness	Signature of tenderer
Address	Address
Date	Date

## Section III - Safety Code

### GENERAL SAFETY

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

## **FIRE SAFETY**

- i. Cutting / drilling machine and other electrically operated 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 lifts 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.

PLACE:

SIGNATURE AND SEAL OF THE CONTRACTOR

DATE:

## **Section IV - The Conditions Hereinafter Referred To**

### **Interpretation Clause**

1. In construing these Conditions, the Specifications, Schedule of Quantities and Contract Agreement, the following words shall have the meanings herein assigned to them except where the subject or context otherwise required.

(a)	“Employer”	Shall mean The Reserve Bank of India and shall include its assigns and successors.
(b)	“Contractor” (in the case of a partnership)	“Contractor” shall mean _____ and _____ trading in the name and style of _____ and having a place of business at _____ and shall include the partners for the time being of the said firm and the legal representatives of a deceased partner.
	(in the case of individual)	“Contractor” shall mean Shri _____ trading in the name and style of _____ and shall include his heirs, successors and legal representatives.
	(in the case of Company)	“Contractor” shall mean _____ a company incorporated under _____ and having its registered office at _____ and shall include its successors and assigns.
(c)	“Site”	Shall mean the site of the contract works including any building and 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 and Specifications etc. attached hereto and duly signed.
(e)	“Notice in writing”	Or written notice shall mean a notice in 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 to have been received when in the ordinary course of post it would have been delivered.
(f)	“Act of Insolvency”	Shall mean any Act of Insolvency ad defined by the Presidency Towns Insolvency Act or the Provincial Insolvency Act or any Act amending such original.
(g)	“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 a percentage or otherwise, then the net price 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 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.
(h)	“The works”	Shall mean the Supply and Installation of Lifts for Bank’s office building for the Employer at Thiruvananthapuram as provided herein.

Word importing persons include firms and corporations. Word importing the singular only also include the plural and vice-versa where the context requires.

### **Scope of Contract**

2 The work includes Design, Supply, Installation, Testing and Commissioning of 6 Passenger Lift at Amenities Block at Reserve bank of India, Thiruvananthapuram and obtain all necessary statutory approval and maintenance of lifts during guarantee period. 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 Employer. The Employer 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” Employer’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 Contractor.
- (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 29 hereof.

The Contractor shall forthwith comply with and duly execute any work comprised in such Employer’s instructions provided always that verbal instructions, directions and explanations given to the Contractor or his representatives upon the works by the Employer 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 Employer, such shall be deemed to be Employer’s instructions within the scope of the Contract.

3. Scope of contract also includes minor Civil and Structural steel works connected with the installation of Lifts.

### **Contractor ’s Duties**

4. Contractor’s duties include the following:
- a) Provide and pay for labour, materials and equipment, tools, construction equipment and machinery and other facilities and services necessary for the proper execution and completion of the specified works.
  - b) Secure and pay for required permits, statutory workman’s compensation insurance, fees and licenses necessary for proper execution and completion of required work.
  - c) Give required notices.
  - d) Promptly submit written notice to the Consultant of observed variance of this Specification from legal requirements.
  - e) Enforce strict discipline and good order among employees. Do not employ persons unskilled in assigned task.

### **Variations to be approved by Employer**

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

### **Drawings, Schedule of Quantities & Agreement**

6. The Contract shall be executed in triplicate and the Contractor shall be entitled to one executed copy for his use. Before the issue of the final certificate to the Contractor, he shall forthwith return to the Employer, all Drawings and Specifications to the Bank.

### **Work sequence**

7. The successful Contractor shall include all costs in the tender to complete the works in the time schedule as given by him in the work schedule table. By submitting a tender, the Contractor agrees that they have reviewed the project specifications and drawings, toured the jobsite, and will complete all work in accordance with the overall time frame of 18 weeks as per the approved schedule. The schedule time frame starts after a notice to proceed or contract is received from the Employer. The Contractor shall provide a detailed construction schedule, in accordance with the time frame approved as per the work task schedule, prior to award of the project.

### **Contractor's use of premises**

8. The site of the work is an occupied building. Contractor's use of premises shall be subject to following: -
  - Do not unreasonably encumber the site with materials or equipment. Staging area shall be located as directed by the Client.
  - Assume full responsibility for protection and safekeeping of tools and products stored on or off premises.

### **Contractor to provide everything necessary at his cost**

9. 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 same to the Employer who shall decide which is to be followed. The Contractor shall provide all works under this specification in full accordance with Health and Safety Regulations.



### **No disruption to normal office functions**

10. This project is a lifts 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.
11. 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 Client 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 or performing tests requiring all lifts in a group. The Contractor shall perform such work during Client dictated hours and shall include all costs in its tender.
12. 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 Client 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.

### **Protection of Work and Property**

13. 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 Client. Any damage to building finishes caused by the Contractor shall be refinished at no additional cost to the Client. The Contractor shall take photographs of any adjacent finishes that may be damaged during the works for a photographic record.

### **Authorities, Notices and Patents**

14. 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 electric supply and other companies and/or authorities with whose systems, the installation 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 Employer, written notice, specifying the variation proposed to be made and the reason for making it and apply for instructions thereon. In case the Contractor shall not receive such instructions within ten days, 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 No.22 thereof.

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

The Contractor shall indemnify the Employer against all claims in respect of rights, and shall defend all actions arising from 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.

### **Setting out of works**

15. The Contractor shall set out the works and shall be reasonable 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 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 Employer.

### **Materials and workmanship to conform the descriptions**

16. 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 Employer's instructions, and the Contractor shall upon the request of the Employer furnish him with all invoices, accounts receipts and other vouchers to prove that the materials comply therewith. The Contractor shall at his own cost arrange for and/or carry out any test of any materials which the Employer may require.

### **Contractor's superintendence and representative on the works**

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

### **Dismissal of Workmen**

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

### **Access to Works**

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

### **Assistant Manager (Tech)/Manager (Tech)**

20. The term "Assistant Manager (Tech)/Manager (Tech)" shall mean the person appointed and paid by the Employer to inspect the works, the Contractor shall afford the Assistant Manager/Manager, every facility and assistance for inspecting the works and materials

and for checking and measuring time and materials. The Assistant Manager (Tech)/Manager (Tech) shall have power to set out works or to revoke, alter, enlarge or relax any requirements of the Contract or to sanction any 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 with the prior concurrence in writing of the Employer.

The Assistant Manager (Tech)/Manager (Tech) or any representative of the Employer shall have power to give notice to the Contractor or to 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 by the Assistant Manager/Manager (Tech) but such examination shall not in any way exonerate the Contractor from the obligation to remedy any defects which may be found to exist at any stage of the works or after the same is completed.

### **Assignments and Sub-letting**

21. 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.
22. No alteration, omission or variation shall vitiate this Contract but in case the Employer 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 alteration 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 any alterations or additions to or omissions from the works or any deviation from any of the provisions of the Contract, Stipulation, Specifications or Contract Drawings without the previous consent in writing of the Employer and the value of such extras, alterations, additions or omissions shall in all cases be determined with the prior approval in writing of the Employer in accordance with the provisions of Clause 26 hereof, and the same shall be added to or deducted from the Contract Amount, as the case may be, accordingly.

### **Schedule of Quantities**

23. The Schedule of Quantities, unless otherwise stated, shall be deemed to have been prepared in accordance with the Standard Method of Measurement.

Any error in description or in quantity or in omission of items from the Schedule of Quantities shall not vitiate this contract but shall be rectified and the value thereof as ascertained under Clause 26 hereof, shall be added to, or deducted from, the Contract Amount (as the case may be) provided that no rectification of errors, if any, shall be allowed in the Contractor's Schedule of Rates.

### **Sufficiency of Schedule of Quantities**

24. 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.

**Measurement of Works**

25. The Assistant Manager (Tech)/Manager (Tech) may from time to time intimate to the Contractor and the Employer that he requires the works to be measured, and the Contractor shall forthwith attend or send a qualified Agent to assist the Assistant Manager (Tech)/Manager (Tech) in taking such measurements and calculations and to furnish all particulars or to give all assistance required by any of them.

Should the Contractor not attend or neglect or omit to send such Agent, then the measurement taken by the Assistant Manager (Tech)/Manager (Tech) shall be taken to be correct measurements of the works. Such measurements shall be taken in accordance with the Mode of Measurement detailed in the Specifications.

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

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

**Prices for extra etc. ascertainment of**

26. The Contractor may, when authorized by Employer, add to, omit from, or vary the works shown upon the drawings, or described in the Specification, or included in the Schedule of Quantities, but the Contractor shall make no addition, omission or variation without such authorization or direction. A verbal authority or direction by the Employer shall, if confirmed by him in writing within seven days, be deemed to have been given in writing

No claim for any extra shall be allowed unless it shall have been executed under provisions of Clause 5 hereof 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)	(i)	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.
		(ii)	Rates for all items, wherever possible, should be derived out of the rates given in the Priced Schedule of Quantities.
	(b)		The net prices of the original tender shall determine the value of 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) hereof.
	(c)		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 Employer 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 is by reason of such omission or addition rendered unreasonable or inapplicable, the Employer shall fix such other rate or price as in the circumstances he shall think reasonable and proper.

	(d) Where extra work cannot be properly measured or valued, the Contractor shall be allowed day work prices at the net rates in accordance with the local day work rates and wages for the district, provided that in either case vouchers specifying the daily time and materials employed, be delivered for verification to the Employer at or before the end of the week following that in which the work has been executed.
	The measurement and valuation in respect of the Contract shall be completed within the "period of final measurement" stated in the Appendix, or if not stated, then defined in Clause 25 hereof.

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

27. Where in any Certificate (of which the Contractor has received payment) the Employer 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 Employer. The Contractor shall be liable for any loss of or damage to such materials.

**Removal of improper work**

28. The Employer shall, during the progress of the works, have power to order in writing from time to time the removal from the works within such reasonable time or times, as may be specified in the order, of any materials which in the opinion of the Employer are not in accordance with the Specifications or the instructions of the Employer, 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 instruction, and the Contractor shall forthwith 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 the other persons to carry out the same, and all expenses consequent thereon, or incidental thereto shall be borne by the Contractor, or may be deducted by the Employer from any moneys due, or that may become due, to the Contractor.

**Defects after virtual completion**

29. Any defect, shrinkage, settlement or other faults which may appear within the "Defects Liability Period" stated in the Appendix hereto, if none stated, then within 12 months after the virtual completion of the works, arising in the opinion of the Employer from materials or workmanship not in accordance with the contract, shall upon the directions in writing of the Employer, and within such reasonable time as shall be specified therein, be amended and made good by the Contractor, at his own cost and in case of default, the Employer may employ and pay other persons to amend and make good such defects, other faults, and all damages, loss and expenses consequent thereon or incidental thereto shall be made good and borne by the Contractor and such damage, loss and expenses shall be recoverable from him by the Employer or may be deducted by the Employer from any moneys due or that may become due to the Contractor, or the Employer may in lieu of such amending and making good by the Contractor deduct from any money due to the Contractor a sum to be determined by the Employer equivalent to the cost of amending such work and in the event of the amount retained under Clause 12.6 of section II 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 Employer as provided in Clauses 21 and 22 hereof, the Contractor shall be liable to make good in the same manner as if such work or material had been done or supplied by the Contractor and been subject to the provisions of this Clause and Clause 2 hereof. The Contractor shall remain liable under the provision of this Clause, notwithstanding the signing of any certificate or the passing of any accounts, by the Employer.

### **Certificate of virtual completion and Defects Liability Period**

30. The works shall not be considered as completed until the Employer has certified in writing that they have been virtually completed. The Defects Liability Period shall commence from the date of such Certificate.

### **Nominated Sub-Contractor**

31. All Specialists, Merchants, Tradesman and others executing any work of 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 Employer are hereby declared to be Sub-Contractors employed by the Contractor and are herein referred to as nominated Sub-Contractors.

No nominated Sub-Contractors shall be employed on or in connection with the works against whom the Contractor shall make reasonable objection or (save where the Employer and Contractor shall otherwise agree) who will not enter into Contract providing.

- (a) That the nominated Sub-Contractors shall indemnify the Contractor against the obligation in respect of the Sub-Contractor 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 provided that all nominated Sub-Contractor's accounts included in previous Certificates have been duly discharged, in default whereof, the Employer may pay the same 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.

### **Other persons employed by Employer**

32. 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 but shall not be required to provide any plant or materials for the execution of such work. 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.

### **33. Insurance in respect of damage to person and property**

The Contractor shall be reasonable 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 or 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 liability under 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 ways as well as all damage caused to the buildings and other structures and works forming the subject matter of this Contract. The contractor shall also be responsible for any damage caused to the buildings and other structures and works forming the subject matter of this Contract by frost, rain, wind or other inclemency of weather. The Contractor shall indemnify and keep indemnified the Employer and hold him harmless in respect of all and any loss and expenses arising from any such injury or damage to persons or property as aforesaid and also against any claim made in respect of injury or damage, whether under any Statute or otherwise and also in respect of any award of compensation or damages consequent upon such claim. **The contractor shall, at his own expense, effect and maintain till issue of the completion certificate under this contract, with an insurance company approved by the Employer, an All Risks Policy for insurance for an amount equal to the amount of the contract including earthquake risk in the joint names of the Employer and the contractor (the name of the former being placed first in the policy) against all risks as per the standard all risk policy for contractors and deposit such policy or policies with the employer before commencing the works.** The Contractor shall reinstate all damage of every sort mentioned in this Clause, so as to do delivery of the whole of the 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. The Contractor shall also indemnify and keep indemnified the Employer against all claims which may be made against the Employer by any person/ member of the public or other third party in respect of anything which may arise in respect of the works or in consequence thereof and **shall at his own expense arrange to effect and maintain, until the completion of the Contract, with an Insurance company approved by the employer a policy of Insurance in the joint names of the Employer and the Contractor (the name of the former being placed first in the policy) against such risks and deposit such Policy or Policies with the Employer before commencement of the work.** The minimum limit of coverage under the policy shall be as defined elsewhere under General instructions to the tenderer. The Contractor shall also similarly indemnify the Employer against all claims which may be made upon the Employer whether under the **Workmen Compensation Act** or any other statute in force during the currency of this contract and also during CAMC period or at Common Law in respect of any employee of the Contractor or any Sub-Contractor and **shall at his own expenses effect and maintain, until the completion of the Contract, with an Insurance company approved by the employer a policy of Insurance in the joint names of the Employer and the Contractor( the name of the former being placed first in the policy) against such risks and deposit such Policy or Policies with the Employer from time to time during the currency of the Contract.** In default of the contractor ensuring as provided above, the employer may so ensure and may deduct the premiums paid from any money due or which may become due to the contractor.

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, whatever may be the reasons due to which the damage shall have been caused. He shall also indemnify and keep indemnified the Employer in respect of all and any costs, charges or expenses arising out of any claim or proceedings relating to the works and also in respect of any award of compensation or damages, arising therefrom. Without prejudice to the other rights of the employer against contractor in respect of such default, the Employer shall be entitled to deduct

from any sums payable to the Contractor the amount of any damage, compensation, costs, charges and other expenses paid by the employer and which are payable by the contractor under this clause. The contractor shall upon settlement by the insurer of any claim made against the insurer pursuant to a policy taken under this clause proceed with due diligence to rebuild or repair the works destroyed or damaged. In this event all the money received from the insurer in respect of such damage shall be paid to the contractor and the contractor shall not be entitled to any further payments in respect of the expenditure incurred for rebuilding or repairing of the materials or goods destroyed or damaged.

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

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

#### **Date of Commencement and Completion**

34. 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 Employer and he shall thereupon and forthwith being the works and shall regularly proceed with and complete the same (except such painting or other decorative work as the Employer 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.

#### **Damages for Non-completion**

35. If the Contractor fails to complete the works by the date stated in the Appendix Here in before, Referred to or within any extended time under Clause 37 hereof and the Employer certifies in writing that in 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.

#### **Delay and Extension of Time**

36. 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 Specification or (e) by reason of Employer's instructions as per Clause 2 hereof or (f) by reason of civil commotion, local combination 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 Employer for which he shall have specifically applied in writing or (h) from other causes



which the Employer 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, 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 nevertheless constantly use his endeavors to prevent delay and shall do all that may reasonably be required to the satisfaction of the Employer to proceed with work.

### **Failure by Contractor to comply with Employer's instructions**

37. If the Contractor after receipt of written notice from the Employer requiring compliance within ten days fails to comply with such further drawings and 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 or may be deducted by him from any moneys due to the Contractor.

### **Termination of Contract by the Employer**

38. 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 of the Liquidator, in such acts of insolvency or winding up, as the case may be, shall be unable, within seven days after notice to him requiring him to do so, to show the reasonable satisfaction of the Employer that he is able to carry out and fulfil the Contract and to give security therefor, if so required by the Employer.

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 had obtained,

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

Or if the Employer determine that the Contractor

- (i) has abandoned the Contract, or
- (ii) has failed to commence the works, or has without any lawful excuse under those Conditions suspended the progress of the works for 14 days after receiving from the Employer 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 materials from the site or to pull down, and replace work for seven days after receiving written notice that the said materials or work were condemned and rejected by the Employer under these Conditions or
- (v) 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 and liabilities of the Contractor, the whole of which shall continue in force 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, machinery and materials lying upon the premises or the adjoining lands or roads, and use the same as his own property or may employ the same by means of his 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 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 Employer 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 twenty 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 realized. The Employer shall thereafter ascertain 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 expense 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 thereupon be paid by the Employer to the Contractor or by the Contractor to the Employer, as the case may be, and the decision of the Employer shall be final and conclusive between the parties.

### **Termination of Contract by Contractor**

39. If payment of the amount payable by the Employer 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 shall repudiate the Contract, or if the works be stopped for three months under the order of 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 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.

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

### **Certificates and Payments**

40. The Contractor shall be paid by the Employer from time to time by instalments under Interim Certificate to the Contractor on account of the works executed, work to the approximate value named in the Appendix as "Value of work for Interim Certificates" (or less at the reasonable discretion of the Employer) has been executed in accordance with this Contract, after which time the instalments shall be up to the full value of work, subsequently so executed and fixed in the building. The Employer may, at 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. And when the

works have been virtually completed and the Employer shall have certified in writing that they have been completed, the Contractor shall be entitled to the payment of the Final Balance in accordance with the Final certificate to be issued in writing by the Employer at the expiration of the period referred to as "the Defects Liability Period" in the Appendix hereto from the date of Virtual Completion or as soon after the expiration of such period as the works shall have been finally completed and defects made good according to the true intent and meaning hereof, whichever shall last happen, provided always that the issue by the Employer of any certificate during the progress of the works at or after their completion shall not relieve the Contractor from his liability under Clause 2 and 29 nor relieve the Contractor of his inability in cases of fraud, dishonesty or fraudulent concealment relating to the works or materials or to any matter dealt within the Certificate, and in case of all defects and insufficiencies in the works or materials, which a reasonable examination would not have disclosed. No Certificate 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 Employer 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.

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

The Employer may by any Certificate make any correction in any previous certificate which shall have been issued by him.

No certificate or payment shall be issued if the Contractor fails to insure the works and keep them insured till the issue of the Virtual Completion Certificate.

Payments shall be made within the period named in the Appendix as "Period for honoring Certificates" after such Certificates have been delivered to the Employer.

### **Delayed Payment**

41. Any amounts payable by the Employer to the Contractor if not paid within the "Period for honoring Certificates" 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.

### **Matters to be finally determined by Employer**

42. The Employer decision, opinion, direction, Certificate (except for payment), with respect to all or any of the matter under Clauses 2(a), 2(b), 4,7,12,19,28 (a,b,c,d,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 Employer or any refusal of the Employer to give any of the same shall be subject to the right of arbitration and review under Clause 44 hereof in the same way in all respects (including the provision as to opening the reference) as if it were a decision of the Employer.

### **Settlement of dispute by arbitration**

43. In case of any dispute or difference arising out of or in connection with or in carrying out of the work (whether during the progress of the work or after completion and whether before or after the determination, abandonment or breach of contract) except as to any

of the excepted matters provided hereunder the parties hereto, shall first endeavor to settle such disputes or differences amicably. If both the parties fail to reach such amicable settlement, all the disputes or differences shall be finally settled by arbitrators as provided herein.

In case of failure of such amicable settlement by the parties, then either party may within 28 days of such a failure give a written notice to the other party requiring that all matters in dispute or difference be arbitrated upon. Such written notice shall specify the matters which are in dispute or differences of which such written notice has been given and no other matter shall be referred to the arbitration of a single arbitrator to be appointed by both the parties or in case of disagreement as to the appointment of a single arbitrator, the appointment of two arbitrators (one to be appointed by each party) and an umpire to be appointed by the arbitrators. The provisions of Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof and rules framed thereunder from time to time shall apply to such arbitrations.

In the event of the Arbitrator or any one of the Arbitrators, as the case may be, dying, neglecting, refusing to act or resigning or being unable to act for any reason or the award being set-aside by the Court for any reason it shall be lawful for the parties to appoint another Arbitrator in the manner provided herein above.

The venue of arbitration shall be Thiruvananthapuram, INDIA.

The Arbitrator or Arbitrators appointed under this Schedule shall hold the arbitration proceeding jointly and shall have the power to extend the time to make the award with the consent of the parties.

Pending reference to arbitration and award thereon, the parties shall make all endeavor to complete the work in all respects as herein contracted and all disputes, if any, will finally be settled in the arbitration.

Upon every or any such references to the arbitration, as provided herein the cost of and incidental to the reference and award respectively shall be, at the discretion of the Arbitrator or Arbitrators or the Umpire, as the case may be, who may determine the amount thereof.

The Arbitrator, Arbitrators or Umpire, as the case may be, shall give reasoned award in respect of each item of dispute which shall be final and binding on both the parties. It is agreed that the Contractor shall not delay the carrying out of the work 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 Arbitrators, as the case may be, is given, abide by the terms and conditions of the contract herein, as also instructions with regard to the actual carrying out of the work herein contracted and no award shall relieve the Contractor of his obligations to adhere strictly to the terms and conditions of the contract herein as also instructions with regard to the actual carrying out of the work. The Bank and the Contractor hereby also agree that arbitration under this schedule shall be a condition precedent to any right of action, under the Contract.

In case during the arbitration proceedings, the parties mutually settle, compromise or compound their dispute or difference, the reference to arbitration and the appointment of the Arbitrator or Arbitrators, or Umpire, 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 or the Umpire, as the case may be.

For the purpose of this clause, the expression “excepted matters” shall mean and refer to all or any of the matters under Scope of work, Contract price, Delivery Schedule & Final Acceptance certificate.

#### **Right of technical scrutiny of final bill**

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

#### **Employer entitled to recover compensation paid to workmen**

45. If, for any reason, the Employer is obliged, by virtue of the provision of the Workmen’s Compensation Act, 1923, or any statutory modifications 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 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.

#### **Abandonment of Works**

46. At any time after 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 Employer 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 the execution of the whole works.

#### **Return of surplus materials**

47. Notwithstanding anything contained to the contrary in any or all the Clauses of this Contract, where any material for the execution of the Contract is procured with the assistance of the Employer by purchases made under orders or permits or licenses issued by Government, the Contractor shall hold the said materials economically and solely for the purpose of the Contract and not dispose of them without the prior written permission of the Employer and return it to the Employer, if required by the Employer, at the price to be determined by the Employer 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 for all moneys, advantages or profits resulting, or which in the usual courses would have resulted to him, by reason of such breach.

#### **Right of Employer to terminate Contract in the event of death of Contractor. if individual**

48. 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.

### **Accident Reports**

49. In the event of accidents of any kind, the Contractor shall furnish the Client with copies of all accident reports, the reports shall be sent without delay and at the same time that they are forwarded to any other parties.

### **Marginal Notes**

50. The notes in the box and in the catch lines hereto and in the Annex's hereto are meant only for convenience of reference and shall not in any way be taken into account in the interpretation of these presents and the Annex's hereto.

### **SPECIAL CONDITIONS**

#### **Progress of Work**

51. Upon award, the Contractor shall reconfirm, in writing, the starting and completion schedule including equipment delivery dates based upon the information submitted on its tender form.
52. The Contractor shall submit, in writing, monthly reports showing current equipment delivery dates and anticipated completion dates for individual units and groups of units.

## **Section (V)- Articles of Agreement**

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

WHEREAS the Employer is desirous of installing electrical lift in the Bank's Office Building at Thiruvananthapuram and has caused drawings and specifications describing the work to be done to be prepared by M/s \_\_\_\_\_.

AND WHEREAS the said drawings numbered \_\_\_\_\_ to \_\_\_\_\_ inclusive, the Specifications and the Schedule of Quantities have been signed by on behalf of the parties hereto.

AND WHEREAS the Contractor has agreed to execute upon and subject 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 (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 "said Contract Amount").

NOW IT IS HEREBY AGREED AS FOLLOWS

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

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 and Appendix thereto and any correspondence exchanged between the Bank and the firm from the date of opening Part I of the tender till the date of letter of acceptance of their tender 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 plans, agreement and documents mentioned herein shall form the basis of this Contract.

This contract is neither a fixed lump sum contract nor a piece work contract but is a contract to carry out the work in respect of provision of the passenger lifts, subject only to the Price Variation Clause as specified elsewhere, to be paid for at the rates/amounts contained in the Schedule of Rates and Probable Quantities or as provided in the Said Conditions.

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

Time shall be considered as the essence of this contract and the Contractor hereby agrees to commence the work soon after the site is handed over to him or from tenth day of date of issue of formal work order as provided for in the said Conditions, whichever is later, and to complete the entire work within 18 weeks subject nevertheless to the provisions for extension of time.

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

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

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

IN WITNESS THEREOF the Employer has set its hand to these presents through its duly authorized official and the Contractor has caused its common seal to be affixed hereunto and the said two duplicates / has caused these presents and the said two duplicates hereof to be executed on its behalf, the day and year first hereinabove written.

Signature clause

SIGNED AND DELIVERED by the  
Reserve Bank of India by the hand of  
Shri \_\_\_\_\_  
(Name and designation)

in the presence of

(1) \_\_\_\_\_  
Address \_\_\_\_\_

(2) \_\_\_\_\_  
Address \_\_\_\_\_

**(Witnesses)**

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

(1) \_\_\_\_\_  
(2) \_\_\_\_\_

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

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



(1) \_\_\_\_\_  
(2) \_\_\_\_\_

SIGNED AND DELIVERED BY the Contractor by  
the hand of Shri \_\_\_\_\_  
and duly constituted attorney.

If the Contractor is signing by the  
hand of power of attorney, whether a  
company or an individual.

**Section (VI) - Appendix Hereinbefore Referred To**

1.	Defects Liability Period	Twelve months from the date of Virtual Completion Certificate referred to in Clause 29 of the section IV " <b>Conditions Hereinafter Referred To</b> ".
2.	Period of Final Measurement	3 months
3.	Date of Commencement	10 <sup>th</sup> day from the date of letter of acceptance.
4.	Date of Completion	Date of virtual completion certificate.
5.	Liquidated damages at the rate of	0.25% of the contract value per week subject to a maximum of 10% of the contract value of the delayed period
6.	Value of works for interim certificates	₹ 9.5 lakhs for 1 <sup>st</sup> RA bills
7.	Period for honoring certificates	One month for interim bills and 3 months for final bill.
8.	Interest for delayed payment	3% per annum

Employer

Contractor

## **Section (VII) - Introduction**

### **Design, Supply, Installation, Testing and Commissioning of a Passenger Lift (Capacity - 6 Persons) at Amenities Block at Reserve bank of India, Thiruvananthapuram.**

#### **Scope of works:**

The scope of work shall include the following.

- Design, manufacture, assembling of a passenger lift along with all accessories/ components, Automatic Rescue Device with batteries and emergency supply using Inverter.
- Delivery of lifts equipment to Bank's site at Thiruvananthapuram including packing, handling, transporting, clearing, loading/unloading at ports in India and unloading at site in Thiruvananthapuram.
- Erection, testing & commissioning of lifts equipment as per technical specifications, obtaining operating approval from Lift inspectorate / statutory Authority and handing over the lifts to the Bank.
- Providing all-inclusive service including all spares, etc. during warranty period of lifts and subsequent comprehensive Annual Maintenance Contract (CAMC) for the committed period of 20 years (min.) from the date of handing over of the lifts installation to the Bank.
- All engineering, equipment, labour, and permits required to satisfactorily complete lifts installation required by this Specification.
- Any other work, related to but not mentioned above, required for completion of the job including minor civil works.

#### **Related work to be provided by contractor:**

Carrying out civil works, wherever required, like providing scaffolding, providing necessary MS T- section / brackets to fix the items of the lift by means of welding to the shaft structure. Provision of buffer blocks in the pit, cutting for rail support, push button, signage, cutting of openings/ fabrication work required for fixing of doors, panels etc. and making good to wall, masonry work as required, including repairs to plaster, painting etc. front wall modification for all the floors if required. Any other minor civil work / fabrication work required for satisfactory erection/commissioning of Lift etc. shall be in the scope of Lift contractor.

#### **Works to be provided by Employer:**

- A Lift well with suitable pit and head room properly lighted and ventilated, will be provided by the Employer.
- Also, necessary electric supply and main switch near the lift control panel and door openings with architrave will be provided by the Employer.
- Any structural work on Beam, Column & Slab including architrave work will be done by the Bank.

## Section (VIII) – Technical Specifications & Schedule of Work

### 1. **General**

#### 1.1 **Applicable codes**

These specifications are intended to cover the complete installation of the lifts with all materials in accordance with the drawings and specifications.

Compliance with Regulatory Agencies: Comply with most stringent applicable provisions of following Codes, laws, and/or Authorities, including most recent amendments in effect

Safety Codes for Lifts IS - 14665 Part 1, 2, 3, 4 and 5 including all relevant parts, codes of practice and national variations as appropriate.

BIS IS 2147: 1962 Edition.

BIS IS 2332: 1972 Edition

Requirements of all other Codes, Ordinances and Laws applicable within the governing jurisdiction and latest Indian Standard 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. **The Contractor shall arrange to obtain the sanction of the lifts authorities for commissioning of the lifts and hand-over for operation.**

#### 1.2 **Storage area**

The Client will designate an equipment storage area for use by the Contractor. The Contractor shall restrict usage to area designated and shall notify Client prior to storing of any large equipment which will impose heavy concentrated loading on floor area. Contractor shall not store such equipment until approval is received.

#### 1.3 **Occupancy and work by others**

The Contractor expressly affirms the Client's rights to let other contracts and employ other Trades in connection with specified work. The Contractor will afford other Trades reasonable opportunity for introduction and storage of materials and equipment for execution of their work, The Contractor will also incorporate comparable provisions in all its subcontracts.

The Contractor should declare that he will cooperate and coordinate their work with other Trades employed by the Client.

### 2. **General Submittals**

After award of contract and before beginning equipment fabrication, submit shop drawings and required material samples for review. Allow 10 days for response to initial submittal.

a) Scaled or Fully Dimensioned Layout: Plan of pit, Lift well etc. indicating equipment arrangement and elevation section of Lift(s) well. Provide detail drawings of all new equipment provided as part of this specification including car enclosures, landing entrances, and car/landing signal fixtures.

b) Design Information: Indicate equipment lists, reactions, and design information on layouts.

c) Fixtures: Cuts, samples, or shop drawings.

d) Finish Material: Submit samples of actual finished material for review of colour, pattern, and texture.

Compliance with other requirements is the exclusive responsibility of the Contractor. Include signal fixtures, lights, graphics, Braille plates, and details of mounting provisions

The submittal review shall not be construed as approval that the submittal is correct or suitable, or that the work represented by the submittal complies with the Specification. Complete compliance with the Specifications, code requirements, dimensions, fit, and interface with other work is the Contractor's responsibility.

Acknowledge and/or respond to review comments within 5 calendar days of return. Promptly incorporate required changes due to inaccurate data or incomplete definition so that delivery and installation schedules are not affected. Identify and make drawing revisions, including the Contractor elective revisions on each re-submittal. Contractor's revision response time is not a justification for delay in equipment delivery or installation.

### **3. Painting**

All exposed metal work furnished in these specifications, except as otherwise specified, shall be properly spray-painted with good quality nitrocellulose paint at the Lifts Contractor's works over an anti-corrosive primer coat and after installations, if defects are found in the paint.

### **4. Site condition inspection**

**4.01 Prior to beginning installation of equipment, examine lifts well. Verify that no irregularities exist which may affect execution of the works specified. If any irregularities found, immediately bring that matter to the notice of the Bank in writing.**

4.02 Do not proceed with the installation until work in place conforms to the project requirements.

### **5. Product delivery, Storage and handling**

5.01 Deliver material in Contractor's original, unopened protective packaging.

5.02 Store material in original protective packaging. Prevent soiling, physical damage, or moisture damage.

5.03 Protect equipment and exposed finishes from damage and stains during transportation, erection, and construction.

5.04 Allocate available site storage areas and coordinate their use with Client and other Trades.

5.05 Provide suitable temporary weather-tight storage facilities as may be required for materials that will be stored in the open. No material shall be stored on landings.

### **6. Installation Requirements**

6.01 Install all equipment in accordance with Manufacturer's instructions, referenced codes, specification and approved submittals.

6.02 Install all equipment with clearances in accordance with referenced codes and specification.

6.03 Install all equipment so it may be easily removed for maintenance and repair.

6.04 Install all equipment for ease of maintenance.

6.05 Install all equipment to afford maximum accessibility, safety, and continuity of operation.

6.06 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) Control Panel and other lift machinery, lifts 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 join with equipment installed as part of this specification.

## **7. Manufacturer's Nameplates**

7.01 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.

## **8. Colours of factory-finished equipment**

8.01 All colours will be selected from the manufacturer's standard range unless custom colours are specified herein.

8.02 Submit samples of all standard colours available and/or specified custom colours for review and approval. See Section II, Submittals

8.03 Submit samples of all specified architectural metals specified for review and approval.

## **9. Materials and finishes**

9.01 SS 304 hairline finish with fire rated capacity of 1 hour.

9.02 Steel:

Sheet Steel (Furniture Steel for Exposed Work): Stretcher-leveled, cold-rolled, commercial quality carbon steel matt finish.

9.03 Stainless Steel: Type 304, with standard tempers and hardness required for fabrication, strength and durability

9.04 Aluminum: Extrusions plus sheet and plate per code.

9.05 Fire-Retardant Treated Particle Board Panels: Minimum 15mm thick backup for natural finished wood and plastic laminate veneered panels, edged and faced, provided with suitable anti-warp backing;

9.06 Paint: Clean exposed metal parts and assemblies of oil, grease, scale, and other foreign matter and factory paint one shop coat of standard rust-resistant primer. After erection, provide one finish coat of industrial enamel paint. Galvanized metal need not be painted.

## **10. Maintenance**

10.01 Use competent personnel, acceptable to the Client, employed and supervised by the Contractor.

10.02 Warranty maintenance:

- The lifts 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 excepted. This clause does not preclude any remedy the client may have for latent defects.
- Defective is defined to include operation or control system failures, car performance below required minimum, excessive wear, unusual deterioration or aging of materials or

finishes, unsafe conditions, the need for excessive maintenance, abnormal noise or vibration and similar unsatisfactory conditions.

- Provide preventive maintenance and 24-hour emergency call-back service for one year commencing on date of final acceptance by client. Systematically examine, adjust, clean, and lubricate all equipment. Repair or replace defective parts using parts produced by the manufacturer of installed equipment. Maintain lifts Control Panel, lifts shaft, and pit in clean condition.
- Make modifications and adjustments to meet performance requirements specified herein.

10.03 Contract preventive maintenance: Quote yearly cost for annual maintenance agreement commencing upon completion of the warranty period specified. Base maintenance cost upon terms and conditions of the Contractors fully comprehensive preventive maintenance agreement, including call outs at no additional cost to the Employer during the buildings operating hours.

## 11. **Data Sheet**

### 11.01 Datasheet of Required Equipment

Number:	1
Capacity:	408 Kgs/ 6 persons
Contract Speed:	Minimum 1.00 M/S
Machine:	Provide Variable Frequency AC <b>Gearless</b> Machines.
Machine Location:	Machine room less: inside shaft
Operational Control:	Microprocessor Based System, fully programmable, with or without attendant.
Motor Control:	Provide Ac Variable Voltage Variable Frequency Microprocessor Based with Digital Closed-Loop Feedback
Power Characteristics:	415V-3Ph -50Hz
Car stops	G+ 3 Stops
Openings:	4 front opening
Floors Served:	G, 1 <sup>st</sup> to 3 <sup>rd</sup> Floor
Travel:	10.5 m (Contractors are advised to visit the site before quoting the price bid)
Car Size:	1100 mm wide x 1000 mm deep x 2200 mm height
Entrance Size:	800 mm wide x 2000 m height
Door Type:	Two panel, Single Speed, Centre Opening, SS Hair line SS 304 / AISI 1441
Door Operation:	Provide High Speed AC VVVF Door Operator
Door Protection:	Provide Infrared, Full Screen Device

Safety Gear:	Provide for Car and Counterweight
Guide Rails:	Provide Car and Counterweight Guide Rails
Buffers:	Provide Buffers as per IS for Car and Counterweight
Car Enclosure:	Provide as Specified
Car Doors	Provide automatic type SS 304 grade hairline finish and fire rated for 1 hour minimum.
Car Flooring	3mm PVC / 10 mm Granite of approved colour and pattern
Signal Fixtures:	Contractor's Standard Upgraded Fixtures
Car Position Indicators:	Dual Digital with Car Direction Arrows
Hall Lanterns:	At all floors with Volume Adjustable Electronic Chime or Tone. Sound Twice for Down Direction
Hall Car Position Indicator:	Digital with Car Direction Arrows at Lobby Floor
In Ground floor Lobby	<ul style="list-style-type: none"> <li>• Audio alarm and direction indicator.</li> <li>• up button in ground floor and down button on highest floor</li> <li>• Firemen switch</li> <li>• Emergency alarm hooter</li> </ul>
on all landings including ground floor lobby	<ul style="list-style-type: none"> <li>▪ Digital car position indicator for Lift(s)</li> <li><input type="checkbox"/> Audio alarm and direction indicator for Lift(s)</li> <li><input type="checkbox"/> Common up/down call button (only UP buttons in ground floor and DOWN button on highest floor)</li> <li><input type="checkbox"/> <b>Braille</b> markings on all buttons</li> <li><input type="checkbox"/> Landing Door Unlocking Device</li> </ul>
Communication System:	<p>a) Self-Dialing Two-Way Communication System Actuated from Car to the designated locations or as per manufacturer standard.</p> <p>b) Provide an EPABX Telephone instrument in car with dialing facility (EPA BX line upto the lift Shall be provided by the Bank)</p>
Lift Car	<ul style="list-style-type: none"> <li><input type="checkbox"/> Auto/manual selector key switch</li> <li><input type="checkbox"/> Blower/fan switch</li> <li><input type="checkbox"/> Luminous floor selector buttons with braille marking</li> <li><input type="checkbox"/> Overload warning device with annunciation (Lift should not take a start under overload condition)</li> <li><input type="checkbox"/> Alarm button</li> <li><input type="checkbox"/> Floor position voice announcement</li> <li><input type="checkbox"/> Wiring for Telephone, piped music with speakers and telephone instrument</li> <li><input type="checkbox"/> Lighting, emergency alarm and blower/fan are to be provided with emergency supply through inverter of required capacity having at least an hour battery backup including provision of inverter.</li> <li><input type="checkbox"/> Car position and direction indicator</li> <li><input type="checkbox"/> SS Handrail on the front panel</li> <li><input type="checkbox"/> Door open/close buttons</li> <li><input type="checkbox"/> <b>Braille</b> markings on all buttons</li> </ul>
Automatic Rescue Device (ARD)	In case of mains power failure, the Lift's own rechargeable and maintenance free battery power shall move the car to the nearest floor and the door shall open automatically for automatic rescue of passengers.



### 11.02 Car performance:

- Car Speed:  $\pm 3\%$  of contract speed under any loading condition.
- Car Brake Capacity: Should be capable of preventing the Lift(s) car from movement with 125% of rated load.
- Car Stopping Zone:  $\pm 5$  mm under any loading condition.

### 11.03 Operation:

#### a) Microprocessor Based Simplex control:

**Overload Protection:** Provide hall call by-pass when the car is filled to preset percentage of rated capacity and travelling in down direction. Field adjustment range: 10% to 100%. In case of overloading of the car, an audio alarm should sound and the car doors should not close and car should not take start..

Automatically open doors when car arrives at selected floor. At expiration of normal dwell time, close doors

b) Firefighters' Service: Provide equipment and operation in accordance with relevant Code's requirements.

c) Door Operation: Automatically open doors when car arrives at selected floor. At expiration of normal dwell time, close doors.

d) Standby Lighting and Alarm: Car mounted battery unit with solid-state charger to operate alarm bell and car emergency lighting. Battery shall be rechargeable with minimum 3-year life expectancy. Include required transformer, etc.

### 11.04 Important Lift machinery units

**The proposed lift must be of machine room less and the equipment shall be positioned suitably as per the shaft construction. Sufficient head room shall be provided.**

#### **Gearless Traction Hoist Machine:**

Provide AC induction or P.M.S.M. ACVVVF gearless type motor with associated accessories such as brake, drive sheave, and deflector sheave etc. suitable for a machine room less installation as per manufacturer's standard.

#### **Solid State Power Conversion and Regulation Unit:**

Provide alternating current, variable voltage, variable frequency (ACVVVF), I.G.B.T. converter/inverter drives for ACVVVF machines.

Design the unit to limit current, suppress noise, and prevent transient voltage feedback into building power supply. Provide internal heat sink cooling fans for the power drive portion of the converter panels. Conform to IEE standards for line harmonics and switching noise. Isolate unit to minimize noise and vibration transmission. Provide isolation transformers, filter networks, and choke inductors.

**Wiring:** Labelled **FRLS** copper wire for factory wiring. Neatly route all wiring interconnections and securely attach wiring connections to studs or terminals.

**Inverter Power supply:**

Inverter of required capacity having at least one-hour battery back up to feed power supply to car illumination, emergency alarm and blower/fan shall be provided.

**Governor:** Provide over speed governor protection equipment.

**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.

**Noise/Vibration Isolation:** All lifts equipment including their supports and fastenings to building, shall be mechanically and electrically isolated from the building structure and main line power feeders to minimize objectionable noise and vibration transmission to car, building structure, or adjacent occupied areas of building.

**11.05 LIFTS WELL EQUIPMENT**

**Guide Rails:** Provide new, Planed steel T-sections for car and counterweight of suitable size and weight including brackets for attachment to building structure.

**Buffers for Car and Counterweight:** Provide new buffers with blocking and support channels as per relevant IS.

**Diverter or Secondary Sheaves:** Provide suitable sheaves as per manufacturer's standard.

**Counterweight:** Provide new counterweight with steel frame with **metal filler weights** and guide shoes as per relevant IS.

**Governor pit tensioning sheaves:** Provide new and mount sheaves and support frame on pit floor or guide rail. Provide sheave guard and electrical safety switch.

**Hoist and Governor Ropes:** Provide traction steel type ropes / Flat belts as per the capacity and design to suit machine manufacturers' requirements.

**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 lifts controllers in the control panel. Provide four pairs of spare shielded communication wires in addition to those required to connect specified items. Tag spares in control panel.

Travelling Cables: Flame and moisture-resistant outer cover. Prevent travelling cable from rubbing or chafing against lifts well or equipment within lifts well.

All insulated conductors & conduit or tubing as well as fittings including metal boxes trough and ducts shall comply with the requirements of relevant IS specification or BS specifications.

**Entrance Equipment:** Provide the following equipment:

- Door Hangers.
- Door Tracks
- Door Interlocks.
- Door Closers.

**11.06 LIFTS WELL ENTRANCES**

**Door Panels: SS 304 hairline finish and door should be capable of minimum one-hour fire resistant rating.**

**Sills:** Provide manufactured of extruded aluminum standard with carpet trim.

**Fascia, Toe Guards and Hanger Covers:** Provide of 14-gauge furniture steel with Contractor’s standard finish.

**Finish of Architraves and Doors**

Car	Floor	Architraves	Door Panels
1	All	Bank’s scope	Stainless Steel 304 grade hairline finish and fire rated.

**11.07 CAR EQUIPMENT**

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

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

**Platform:** Provide, isolated type, constructed of steel, or steel and wood, which are fireproofed on underside.

**Guide Shoes:** Provide roller type with three or more spring dampened, sound-deadening rollers per shoe.

**Car Sills:** Provide car sill manufactured with one-piece extrusion

**Car Doors:** Provide as specified for lifts well entrance doors.

**Door Operator:** Provide High speed, heavy-duty door operator capable of opening doors at no less than 1.0 m/s. Accomplish reversal in no more than 60mm of door movement. Provide solid-state door control with ACVVVF closed loop circuitry to constantly monitor and automatically adjust door operation based upon velocity, position, and motor current. Maintain consistent, smooth and quiet door operation at all floors, regardless of door weight or varying air pressure.

### **Door Control Device:**

Provide Infrared Reopening Device: Black, fully enclosed device with full screen infrared matrix or multiple beams extending vertically along leading edge of each door panel to minimum height of 2 M above finished floor. Device shall prevent doors from closing and reverse doors at normal opening speed if beams are obstructed while doors are closing, except during nudging operation. In event of device failure, provide for automatic shutdown of car at floor level with doors open

### **Car Operating Panel:**

car operating panel with stainless steel faceplate, suitably identify and locate floor buttons, emergency alarm button, door open button and door close button, Fan button, emergency light, Over load warning device annunciation in accordance with statutory requirements.

Provide alarm button to ring bell located on car and actuate two-way communication systems.

Provide "door open" button to stop and reopen doors or hold doors in open position.

Provide "door close" button to activate door close cycle.

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

### **Communication System:**

Provide a two-way communication instrument in car with automatic dialing, actuated by pressing the alarm bell. Arrangement for connecting a telephone instrument connected with building EPABX shall be provided or as per manufacturer standard.

Provide an Bank's EPABX Telephone instrument in car with dialling facility.

## **CAR ENCLOSURE**

**Passenger Lifts Car Enclosure:** Provide and complete as specified herein. Provide the following features.

**Shell:** Reinforced 14-gauge furniture steel formed panels with baked enamel interior finish as selected. Apply sound-deadening mastic to exterior.

**Canopy:** Reinforced 12-gauge furniture steel formed panels with lockable, hinged emergency exit. Interior finish white reflective baked enamel.

**Front Return Panels and Integral Entrance Columns:** Reinforced 14-gauge stainless steel finish  
**Transom:** Reinforced 14-gauge stainless steel finish full width of enclosure.

**Car Door Panels:** Reinforced minimum 16 gauge stainless steel (hairline finish). Provide same construction as lifts well door panels.

**Base:** Approved shade of minimum 3 mm PVC/ 10 mm thick granite tiles with inlays as approved by Employer

**Interior Wall Finish:** A combination of stainless-steel panels in mirror/hairline/etched finish (Actual combination will be decided during finalization of drawings).

**Ventilation:** Fan/blower of adequate CFM, mounted to car canopy on isolated rubber grommets.

**Lighting:** Recessed type LED fixtures of reputed make

**Suspended Ceiling:** mirror finish stainless steel

**Handrails:** Stainless steel finish

## **LANDING CONTROL STATIONS**

**Pushbuttons:** Provide dual risers 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:** Provide at each entrance to indicate travel direction of arriving car. Illuminate up or down lights. Illuminate light until the car doors start to close. Provide any cutting and patching of wall necessary to accommodate lantern and leave adjacent wall surfaces in good condition.

**Car Position Indicator:** Digital indicator containing floor designations and direction arrows a minimum of 20mm high to indicate floor served and direction of car travel. When a car leaves or passes a floor, illuminate indication-representing position of car in lifts well. Illuminate proper direction arrow to indicate direction of travel.

**Hall Position Indicator:** Alpha-numeric digital indicator containing floor designations and direction arrows a minimum of 60mm high to indicate floor served and direction of car travel. Mount integral with hall lanterns at Lobby floor.

**Faceplate Material and Finish:** stainless steel all fixtures.

**Fire fighter switch:** Fire fighters' emergency return switches and indicators with engraved instructions filled red

## **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 equalize pressure of guide shoes on guide rails.

Lubricate all equipment in accordance with manufacturer's instructions.

Adjust motors, power conversion units, brakes, controllers, leveling switches, limit switches, stopping switches, door operators, interlocks, and safety devices to achieve required performance levels.

11.08 The lifts 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 either automatically or by pressing door open push button when the lift car is not within the levelling limits.
- (k) Any other safety device as per the statutory requirements.

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

- (a) All protection and safety devices shall be tested as per standard for its proper functioning.
- (b) The lifts will be loaded for its full capacity and the following will be tested.
  - (i) Speed
  - (ii) Levelling at all landings
- (c) The lifts will be kept empty and the following will be tested
  - (i) Speed
  - (ii) Levelling
- (d) Overload – No start and overload annunciation.
- (e) Test for rope slip under 120% load plus 20% in standstill condition.
- (f) Reduced voltage and both direction rotation
- (g) Controller function test
- (h) insulation resistance and earthing continuity testing.
- (i) Voice announcement system
- (j) Emergency alarm and communication system
- (k) ARD function test and inverter back up for light and fan/blower

### **Section (IX) - Inspection of lifts equipment at manufacturer's site**

The Bank at its discretion will inspect the lifts equipment at the manufacturer's works before dispatch of the same to the site at Bank's Office Building in Thiruvananthapuram, Kerala. The inspection by the Bank's Engineer will cover the following.

- (a) lifts machines of passenger lifts
- (b) V3F controllers of passenger lifts
- (c) Door opening system of passenger lifts
- (d) passenger lifts car with panels of design approved by the Bank.
- (e) All signaling/control/indicating devices
- (f) Any other material/equipment/components

The above equipment will be inspected, marked and cleared for dispatch by the Bank's Engineers.

The tenderer should afford all facilities at the manufacturer's site to enable the inspection by the Bank except for the travel and stay of Bank's engineer.

Test certificates for guide rails, ropes, buffers, trailing cable and motor routine test, and controller function test reports from the manufacturer shall be submitted.

Signature of tenderer with Stamp

Place

Date

**Section (X) - Unpriced Bill of Quantity**

**Design, Supply, Installation, Testing and Commissioning of a Passenger Lift  
(Capacity - 6 Persons) at Amenities Block at Reserve bank of India,  
Thiruvananthapuram**

Sr.No	Description of item	Qty.
1	Basic price for Design, Supply, installation, testing and commissioning of 6 passenger lift as per data sheet along with detailed specifications and the scope of work in Part I. The work involves getting necessary approvals, operating licenses from competent authority for the operation of lifts in the office building of RBI, Thiruvananthapuram.	1 Lift
3	Comprehensive annual maintenance contract including spares per annum after guarantee period as per terms and conditions specified in Part I at existing GST rate.	1 Lift



**Section (XI) - Check List**

**Design, Supply, Installation, Testing and Commissioning of a Passenger Lift  
(Capacity - 6 Persons) at Amenities Block at Reserve bank of India,  
Thiruvananthapuram  
Commercial Conditions**

Sr. No.	Description	Bank's Terms	Acceptance of Bank's terms (YES/NO)
1	Validity	90 days from the date of opening of Part – I	
2	EMD	₹ 27,000/-	
3	Terms of payment for equipment	As per Section II, para 22, of the tender	
	Terms of payment for AMC	Quarterly payment after satisfactory completion of service.	
4	Technical specifications	As per Section VII and Section VIII (Data sheet)	
5	Terms, Conditions and payment during AMC	Confirm that the terms, conditions and payment for the AMC and conditions for renewal of AMC as per the tender provision are acceptable.	
6	Warranty Period	12 months from date of handing over of the entire work including defective material & workmanship.	
7	Service after sales	Free of cost during the warranty period including replacement of any material/assembly/equipment/software if found necessary.	
8	Completion period	12 weeks from 10th day of letter of award of work as per detailed completion program indicated in Section II, clause 19	
9	Liquidated damages	1/4 % of the contract amount per week of delay subject to a maximum of 10% of the contract value of the delayed period	

10	Penalty for delay in providing service	As per Section II, clause 21	
11	Service facility	Shall be available at Thiruvananthapuram and approachable on telephone, pager, mobile.	
12	Committed period for system maintenance	At least 19 years after one-year defect liability period	

Place  
Date

Signature of Contractor

Name Designation Seal of the firm

**ANNEXURES**  
**TO**  
**VARIOUS SECTIONS AND SCHEDULES**

**Annex 1**

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

(On Non-Judicial Stamp Paper of appropriate value)

To,

The Regional Director  
Reserve Bank of India  
Estate Department  
Bakery Junction,  
Thiruvananthapuram

Dear Sir

**NAME OF WORK:** Design, Supply, Installation, Testing and Commissioning of a Passenger Lift (Capacity - 6 Persons) at Amenities Block at Reserve bank of India, Thiruvananthapuram

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

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

Signature of Mr./ Ms. .... is attested below:

Signature/(s) of the Bidder

Name/(s) Stamp/Seal of the Bidder

**Note:**

**Power of Attorney should be properly stamped and notarized**

**Power of Attorney furnished by Contractor shall be irrevocable.**

## **Annex 2**

### **Proforma of undertaking for maintenance confirmation by the bidder**

**(To be issued by the manufacturer of offered make of equipment on his Letterhead, if the contractor is not the OEM)**

To  
The Regional Director  
Reserve Bank of India  
Estate Department  
Bakery Junction  
Thiruvananthapuram

Dear Sir,

Design, Supply, Installation, Testing and Commissioning of Passenger Lift (Capacity - 6 Persons) at Amenities Block at Reserve bank of India, Thiruvananthapuram

We hereby undertake to maintain the Passenger lifts to be installed by us in your above premises satisfactorily, for a period of not less than 19 years after expiry of the defect liability/warranty period at the quoted rates towards all-inclusive annual maintenance contract and terms and conditions as per the contract conditions, subject only to the price revision on the basis of the relevant RBI indices based formula, as provided in the tender document.

In the unlikely event of M/s \_\_\_\_\_ the original equipment manufacturer, failing to provide support in terms of spares etc. due to technological obsolescence or for any reason, we shall continue to provide all-inclusive service to your satisfaction, by arranging required spares etc. ourselves, within the rate quoted by us for the all-inclusive maintenance contract for the period accepted as above.

Yours faithfully,

For \_\_\_\_\_

#### **Authorized signatory**

*(Name and address of the company with Company Seal)*

Date:

**Annex 3**

**PROFORMA OF BANK GUARANTEE FOR EARNEST MONEY DEPOSIT/ BID SECURITY**

(On Non-Judicial Stamp Paper of appropriate value)

Place: \_\_\_\_\_

Date: \_\_\_\_\_

To  
The Regional Director  
Reserve Bank of India  
Estate Department  
Bakery Junction  
Thiruvananthapuram

Dear Sir,

Design, Supply, Installation, Testing and Commissioning of a Passenger Lift (Capacity - 6 Persons) at Amenities Block at Reserve bank of India, Thiruvananthapuram

Ref.: NIT/Advt.No. \_\_\_\_\_ date \_\_\_\_\_

**WHEREAS**

The Reserve Bank of India, Thiruvananthapuram having its Central Office at Shahid Bhagat Singh Road, Mumbai (hereinafter called the 'RBI') has invited tenders for the captioned work (hereinafter called "the said tender") on the terms and conditions mentioned in the said tender documents.

It is one of the terms of invitation of tenders that the tenderer shall furnish a Bank Guarantee for a sum of ₹\_\_\_\_\_(Rupees\_\_\_\_\_only) as Earnest Money Deposit (EMD).

M/s. (Name of the Tenderer/Bidder)\_\_\_\_\_, (hereinafter called as "the Tenderer/ Bidder"), who are our Clients/Constituents intend to submit their tender/ Bid for the said work and have requested us to furnish Bank Guarantee to RBI in respect of the said sum of Rs. \_\_\_\_ (Rupees\_\_\_\_\_only) in respect of EMD.

NOW THIS GUARANTEE WITNESSETH

1. We \_\_\_\_\_(Name of the Bank) do hereby agree with and undertake to RBI, their Successors, Assigns that in the event of the RBI coming to the conclusion that the Tenderer have not performed their obligations under the said conditions of the tender or 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 ₹ \_\_\_\_\_(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 ₹ \_\_\_\_\_(Rupees \_\_\_\_\_ only).
2. We also agree to undertake to and confirm that the sum not exceeding ₹ (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 ₹ \_\_\_\_\_ (Rupees \_\_\_\_\_ only).

- b) Our liability under these presents shall not exceed the sum of ₹ \_\_\_\_\_ (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 up to \_\_\_\_\_ (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.

Authorized Official (with seal)

Signature of authorized Bank Official

Name:

Designation

Stamp/ Seal of the Bank

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



<b>Witness 1</b>  Signature .....	<b>Witness 2</b>  Signature .....
Name .....	Name .....
Address	Address

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

**Draft Articles of Agreement**

(On Non-Judicial Stamp Paper of appropriate value)

ARTICLES OF AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_ between the Reserve Bank of India, Thiruvananthapuram Regional Office, having its Central Office at Shahid Bhagat Singh Marg, Fort, Mumbai 400001 (hereinafter called "the Employer") of the one part and

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\_\_\_\_\_(hereinafter called "the Contractor") of the other part.

WHEREAS the Employer is desirous of carrying out the work of Design, Supply, Installation, Testing and Commissioning of Passenger Lift (Capacity - 6 Persons) at Amenities Block at Reserve bank of India, Thiruvananthapuram and has caused specifications and schedule of quantities describing the works to be done.

AND WHEREAS the said Specifications and the Schedule of Quantities have been signed by or on behalf of the parties hereto.

AND WHEREAS the Contractor has agreed to execute upon and subject 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 (all of which are collectively hereinafter referred to as "the said Conditions") the works described in the said Specification and included in the Schedule of Quantities at the Respective rate 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. In considerations 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.
2. 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.
3. The term "Architect" in the said conditions shall mean CGM-In-Charge, Premises Department, Reserve Bank of India, Mumbai for the purpose of this contract.

4. The Reserve Bank of India shall administer and directly arrange for supervision of works, certification of bills, making payments and implementation of various terms, conditions and stipulations of the contract.
5. The said conditions and various schedules 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.
6. The agreement and documents mentioned herein shall form the basis of this Contract.
7. This Contract is neither a fixed Lump sum contract nor a Piece Work Contract but is a Contract to carry out the work in respect of Design, Supply, Installation, Testing and Commissioning of Passenger Lift (Capacity - 6 Persons) at Amenities Block at Reserve bank of India, Thiruvananthapuram to be paid for according to actual measured quantities at the rate contained in the Schedule of rates and Probable Quantities or as provided in the said Conditions.
8. The Contractor shall afford every reasonable facility for the carrying out of all works relating to the said works in the manner laid down in the said conditions and shall make good any damages done to walls, floors etc. after the completion of such works.
9. 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 without prejudice to this contract.
10. Time shall be considered as the essence of this Contract and the Contractor hereby agrees to commence the work soon after the site is handed over to him or from the scheduled date of commencement as provided for in the said Conditions whichever is later and to complete the entire work within **12 weeks** subject nevertheless to the provisions for extension of time.
11. All payments by the Employer under this Contract shall be made only at Thiruvananthapuram.
12. All disputes arising out of or in any way connected with this agreement shall be deemed to have arisen at Thiruvananthapuram and only Courts of Thiruvananthapuram shall have jurisdiction to determine the same.
13. That the several parts of this Contract have been read by the Contractor and fully understood by the Contractor. The Contractor shall not be entitled for the payment for the quantities beyond the tendered quantities unless ordered for by specific written instructions from the Bank's Engineer-in-Charge.

14. The Contractor shall not disclose directly or indirectly any information, materials and details of the Bank's infrastructure/systems/equipment etc., which may come to the possession or knowledge of the Contractor during the course of discharging its contractual obligations in connection with this agreement, to any third party and shall at all times hold the same in strictest confidence. The Contractor shall treat the details of the contract as private and confidential, except to the extent necessary to carry out the obligations under it or to comply with applicable laws. The Contractor shall not publish, permit to be published, or disclose any particulars of the works in any trade or technical paper or elsewhere without the previous written consent of the Employer. The Contractor shall indemnify the Employer for any loss suffered by the Employer as a result of disclosure of any confidential information. Failure to observe the above shall be treated as breach of contract on the part of the Contractor and the Employer shall be entitled to claim damages and pursue legal remedies.

The Contractor shall take all appropriate actions with respect to its employees to ensure that the obligations of non-disclosure of confidential information under this agreement are fully satisfied.

The Contractor's obligations with respect to non-disclosure and confidentiality will survive the expiry or termination of this agreement for whatever reason.

15. **The contractor shall comply to the provisions of Prevention of Sexual Harassment at workplaces Act.**

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

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

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

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

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

IN WITNESS WHEREOF the Employer and the Contractor have set their respective hands to these presents the day and year first hereinabove written.

If the contractor is a partnership or an individual.

IN WITNESS WHEREOF the Employer has set its hands to these presents through its duly authorized official and the Contractor has caused its common seal to be affixed hereunto and has caused these presents to be executed on its behalf, the day and year first hereinabove written.

If the contractor is a company.

Signature Clause

SIGNED AND DELIVERED by the Reserve bank of India by the hand of

Shri

*(Name and designation)*

In the presence of

(1)

Address

(2)

Address

Witness

SIGNED AND DELIVERED by

In the presence of

(1)

Address

(2)

Address

Witness

If the party is partnership firm or an individual should be signed by all or on behalf of all the partners.

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

(1)

(2)

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

(1)

(2)

If the Contractor signs under its common seal, the signature clause should tally with the sealing clause in the Articles of Association.

SIGNED AND DELIVERED BY the Contractor by the hand of Shri \_\_\_\_\_ and duly constituted attorney.

If the Contractor is signing by hand of power of Attorney, whether a company or individual.

**PROFORMA OF BANK GUARANTEE for PERFORMANCE SECURITY DEPOSIT**

(On Non-Judicial Stamp Paper of appropriate value)

Place: \_\_\_\_\_

To  
The Regional Director  
Reserve Bank of India  
Estate Department  
Bakery Junction  
Thiruvanthapuram

Madam/ Dear Sir,

Design, Supply, Installation, Testing and Commissioning of  
Passenger Lift (Capacity - 6 Persons) at Amenities Block at  
Reserve bank of India, Thiruvananthapuram

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

AND Whereas the Contractor is bound by the said Contract to submit to RBI a Performance Security for a total amount of ₹. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) (Amount in figures and words) for the due fulfilment by the said contractor of the terms and conditions contained in the contract. We, \_\_\_\_\_ (Name of the Bank), (hereinafter called "the Bank"), at the request of M/s \_\_\_\_\_, the contractor, do hereby undertake to pay to the RBI an amount not exceeding Rs \_\_\_\_\_ as Performance Guarantee for due fulfilment of the terms and conditions of the contract.

NOW THIS GUARANTEE WITNESSETH

\_\_\_\_\_

1. We \_\_\_\_\_(Name of the Bank) do hereby agree with and undertake to RBI, their Successors, Assigns that in the event of the RBI coming to the conclusion that the Contractor has not performed his obligations under the said conditions of the contract or have committed a breach thereof, which conclusion shall be binding on us as well as the said contractor; we shall on demand by the RBI, pay without demur to the RBI, a sum of ₹ \_\_\_\_\_ (Rupees \_\_\_\_\_only) or any lower amount that may be demanded by the RBI. Our guarantee shall be treated as equivalent to the Performance Guarantee Amount for the due performance of the obligations of the Contractor under the said Contract, provided, however, that our liability against such sum shall not exceed the sum of ₹ \_\_\_\_\_(Rupees \_\_\_\_\_only).
2. We also agree to undertake to and confirm that the sum not exceeding ₹ (Rupees \_\_\_\_\_only) as aforesaid shall be paid by us without any demur or protest, merely on demand from the RBI on receipt of a notice in writing stating that the amount is due to them and we shall not ask for any further proof or evidence and the notice from the RBI shall be conclusive and binding on us and shall not be questioned by us in any respect or manner whatsoever. The Bank shall pay to RBI any money so demanded notwithstanding any dispute/disputes raised by the Contractor in any suit or proceedings pending before any Court, Tribunal or Arbitrator/s relating thereto and the liability under this guarantee shall be absolute and unequivocal. We undertake to pay the amount claimed by the RBI within a period of one week from the date of receipt of the notice as aforesaid.
3. We confirm that our obligation to the RBI under this guarantee shall be independent of the agreement or agreements or other understandings between the RBI and the Contractor.
4. This guarantee shall not be revoked by us without prior consent in writing of the RBI.

We hereby further agree that –

- a) Any forbearance or commission on the part of the RBI in enforcing the conditions of the said agreement or in compliance with any of the terms and



conditions stipulated in the said Contract and/or hereunder or granting of any time or showing of any indulgence by the RBI to the Contractor or any other matters in connection therewith shall not discharge us in any way and our obligation under this guarantee. This guarantee shall be discharged only by the performance by the Contractor of their obligations and in the event of their failure to do so, by payment by us of the sum not exceeding ₹ \_\_\_\_\_ (Rupees \_\_\_\_\_ only).

- b) Our liability under these presents shall not exceed the sum of ₹ \_\_\_\_\_ (Rupees \_\_\_\_\_ only).
- c) Our liability under this agreement shall not be affected by any infirmity or irregularity on the part of our said constituents/clients or their obligations thereunder or by dissolution or change in the constitution of our said constituents.
- d) This guarantee shall remain in force up to \_\_\_\_\_ (60 days beyond the Defect liability period) provided that if so desired by the RBI, this guarantee shall be renewed for a further period as may be indicated by them on the same terms and conditions as contained herein.
- e) Our liability under these presents will terminate unless these presents are renewed as provided hereinabove on the \_\_\_\_\_ or on the day when our said constituents comply with their obligations, as to which a certificate in writing by the RBI alone is the conclusive proof whichever date is later. Unless a claim or suit or action is filed against us within \_\_\_\_\_ or any extended period, all the rights of the RBI against us under this guarantee shall be forfeited and we shall be released and discharged from all our obligations and liabilities hereunder.

For and on behalf of \_\_\_\_\_ (Name of the Bank)

Signature of authorized Bank official

Name:

Designation

Stamp/ Seal of the Bank

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

Witness 1

Witness 2

Signature .....

Signature .....

Name .....

Name .....

Address

Address

.....

.....

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

## Annex- 6

### Details of Similar Works Executed During The Last 5 Years

Sr. No.	Name of the firm with full address and contact numbers/fax etc	Name of work	Value of the work	Completion date	Date of award of work	Status

## Annexure -7

### CLIENT'S CERTIFICATE REGARDING PERFORMANCE OF CONTRACTOR

Name & address of the Client

Details of Works executed by M/s

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

Note : **All columns should be filled in properly \*Counter signed\***

\*Reporting Officer\* with Office seal

\*Officer of the rank of executive engineer/Superintending Engineer or equivalent

## Annexure - 8

### FORM OF BANKERS' CERTIFICATE FROM A SCHEDULED BANK (On Bankers' Letter Head)

To,  
Regional Director,  
Reserve Bank of India,  
Thiruvananthapuram

This is to certify that to the best of our knowledge and information M/s. /Shri.....  
a customer of our bank having marginally noted address, are/is respectable and can be  
treated as good for any engagement up to a limit of ₹.....  
(Rupees.....). This certificate is issued without any  
guarantee or responsibility on the bank or any of its officers.

For the Bank with Name, Designation & Seal

Note:- (i) Bankers' certificates should be on letter head of the Bank  
(ii) In case of partnership firm, certificate to include names of all partners as  
recorded with the Bank.

## Annexure – 9

### Details of Banker(s)

Sr. No.	Particulars	Details
1	Address	
2	Contact Person	
3	E-mail	
4	Telephone Number	
5	Fax Number	

(Add separate sheet if necessary)

Signature of Tenderer  
Date

## Annex- 10

### Proforma for List of Clients

(To whom works of similar scope each qualifying minimum eligibility criteria have been completed in the last 5 years).

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

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



**RESERVE BANK OF INDIA  
ESTATE DEPARTMENT  
THIRUVANANTHAPURAM**

**Design, Supply, Installation, Testing and Commissioning of a  
Passenger Lift (Capacity - 6 Persons) at Amenities Block at  
Reserve bank of India, Thiruvananthapuram**

**PART- II**

**Name of the Tenderer:** \_\_\_\_\_

**Address:** \_\_\_\_\_

\_\_\_\_\_



# Reserve Bank of India Thiruvananthapuram

## Part II Unpriced Bill of Quantities

Design, Supply, Installation, Testing and Commissioning of Passenger Lift (Capacity - 6 Persons) at Amenities Block at Reserve bank of India, Thiruvananthapuram

Sr. No	Description of item	Qty.
1	Basic price for Design, Supply, installation, testing and commissioning of 6 passenger lift as per data sheet along with detailed specifications and the scope of work in Part I. The work involves getting necessary approvals, operating licenses from competent authority for the operation of lifts in the office building of RBI, Thiruvananthapuram. (A)	1 Lift
2	Comprehensive Annual Maintenance Contract including spares per annum after guarantee period as per terms and conditions specified in Part I at existing GST rate. (B)	1 Lift

**Note : Rate quoted must be inclusive of taxes.**

**Total cost of ownership (TCO) = (A) + (F x B) where multiplication factor F = 13.17**

Name and signature of the contractor with stamp