



**Reserve Bank of India  
Estate Department  
Hyderabad- 500 004**

**Notice Inviting Tender**

**Design, Supply, Installation, testing and Commissioning of 3 no's Passenger Lifts at Main Office Building, Reserve Bank of India, Hyderabad**

Reserve Bank of India, Hyderabad invites e-Tender through MSTC for Design, Supply, Installation, testing and Commissioning of 3 no's Passenger Lifts at Main Office Building, Reserve Bank of India, Hyderabad. The e-Tender along with the detailed tender notice is available at the e-Tendering portal of MSTC Ltd (<http://mstcecommerce.com/eprochome/rbi>) under the menu "Tenders".

2. All interested bidders must register themselves with MSTC through the above-mentioned website to participate in the tendering process.
3. The estimated cost of the work is ₹60 lakh, however the actual amount may vary.
4. The Schedule of e-Tendering process is as follows:

<b>a. e-Tender Name</b>	Design, Supply, Installation, testing and Commissioning of 3 no's Passenger Lifts at Main Office Building, Reserve Bank of India, Hyderabad
<b>b. e-Tender no</b>	RBI/Hyderabad/Estate/57/21-22/ET/76
<b>c. Mode of Tender</b>	e-Procurement System (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> ))
<b>d. Date of NIT available to parties to download</b>	August 09, 2021
<b>e. Date of Pre-Bid meeting</b>	August 16, 2021 at 11:30 AM
<b>f. Earnest Money Deposit</b>	₹ 1,20,000.00 (₹One lakh twenty thousand only) from all the bidders in the form of NEFT/ Demand Draft/BG in Bank's format as in Annex-II in favour of Reserve Bank of India, Hyderabad before 02:00 PM of August 30, 2021. <u>Details for NEFT</u> IFSC Code – RBIS0NEFTHY (0 is zero) A/c number – 8614038

	Beneficiary Name: Reserve Bank of India, Hyderabad Your Firm's Name Remarks: Replacement of 3 Passenger lifts
<b>g.</b> Last date of submission of EMD	Up to 02:00 PM on August 30, 2021
<b>h.</b> Date of start 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>	10:00 AM of August 20, 2021
<b>i.</b> Date of closing of online e-tender for submission of Techno-Commercial Bid & Price Bid	2:00 PM on August 30, 2021
<b>j.</b> Date & time of opening of Part-I (i.e. Techno-Commercial Bid) in the presence of the authorized representative of the tenderers who choose to be present at Estate Department, RBI Hyderabad	3:00 PM on August 30, 2021
<b>k.</b> Date & Time of opening of Part- II (i.e. Price Bid)	Will be intimated to all the eligible bidders in advance

### **Eligibility Criteria:**

Intending tenderer should meet the following eligibility conditions to qualify for participation in the tender:

- (i) The tenderer should be Original Equipment Manufacturer (OEM) of the passenger Lifts being offered by them, for minimum last 7 years i.e. existing as manufacturer since June 30, 2014.

and

- (ii) The tenderer should have minimum 7 years of experience in the field of undertaking design, supply, installation, testing and commissioning (DSITC) of passenger lifts for large office buildings/commercial premises/industrial houses (work completed on or before June 30, 2014)

and

- (iii) The tenderer should have executed successfully similar work(s) of DSITC of VVVF technology based passenger lifts with a travel of minimum 7 floors (i.e. minimum 7 stops) for large office buildings/commercial premises/industrial houses during last 5 years (works completed on or after June 30, 2016) individually costing as:

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

and

(iv) The tenderer should have a minimum annual **turnover of Rs. 60.00 Lakh** during the last 3 financial years

and

(v) The tenderer should have a service set up for lifts in Hyderabad and / or Secunderabad.

and

(vi) The tenderer should have installed at least ten numbers of Passenger Lifts of the same make as being offered in this tender, in Hyderabad during last 7 years and the same should be currently being maintained by the tenderer.

and

(vii) The tenderer shall possess valid Quality standard certification for the passenger lifts conforming to IS/ISO-9001:2015 for manufacturing, installation, testing, commissioning and maintenance as amended

and

(viii) **SOLVENCY:** The intending tenderer should furnish solvency certificate issued by the respective banker for an amount equal to the estimated cost of the work (Rs.60 lakh).

**A Tender uploaded by a firm who is found to be not satisfying the above criteria will be liable for rejection. Those who meet the eligibility criteria and technical parameters will only be qualified for opening of Part II (Price Bid).**

The tenderer should invariably furnish the below mentioned information in writing and upload copies of the relevant documents along with the Part I of the tender. Further, the contractor should submit the original of the documents to the Bank when demanded to qualify for further tendering process.

(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/other relevant document.
(b)	Work experience & Completion of similar works of specified value during the specified period	Copies of the detailed work orders for the qualifying works indicating date of award, value of awarded work, time given for completing the work, etc. and the corresponding completion certificates 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 center, should also be given.
(c)	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.
(d)	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.
(e)	Details of bank accounts	Full particulars of their bank accounts, like account no. type, when opened etc., should be given.
(f)	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.
(g)	Details of completed works	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.
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5. The Part-II, i.e., Price-bid will be opened at a later date as intimated by the Bank in respect of only those contractors/bidders who satisfies all criteria stipulated in Part-I. The Bank reserves the right to accept or reject any or all e-Tenders without assigning any reasons thereof.
6. They shall also furnish the name and addresses of their recent clients for whom they have carried out similar works/supplies in the recent past, along with full details like the cost, type and capacity of the system/machine supplied, the date of the supply etc.
7. The applicants/tenderers have to submit in MSTC portal before the last date of submission of part-I
  - a. Client's certificate as per format at Annexure- V 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 Annexure - VI from their banker/bankers.

The certificates should be addressed to Regional Director, Estate Department, Reserve Bank of India, Hyderabad and shall be submitted along with Part I of the tender

8. 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 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. The Bank shall have the right to independently verify these certificates.
9. The Bank shall evaluate the said reports before evaluation of price bid of the tenders. If any tenderer 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. The Bank is not bound to accept the lowest tender and reserves the right to accept either in full or in part any tender and reserves the right to reject all the tenders without assigning any reason there for.

11. Bank reserves the right to accept or reject any or all Bids without assigning any reasons and also reserves the right to relax any of the terms and conditions. No Contractor shall have any cause of action or claim against the RBI for rejection of his Bid.
12. Applicants intending to apply will have to satisfy the Bank by furnishing documentary evidence in support of their possessing required eligibility and in the event of their failure to do so, the Bank reserves the right to reject their candidature. Tenders without EMD will not be accepted under any circumstances.
13. All the tenderers may please note that any amendments / corrigendum to the e-tender, if any, issued in future will only be notified on the RBI Website and MSTC Website as given above and will not be published in the newspaper.

**Regional Director**



**Reserve Bank of India  
Estate Department  
Hyderabad**

**e-Tender  
for**

**Design, Supply, Installation, Testing and Commissioning  
of 3 Nos. Passenger Lifts at the Bank's Main Office Building, Hyderabad**

**Tender No: RBI/Hyderabad/Estate/57/21-22/ET/76**

**Part - I**

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

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

**Date of Pre-Bid Meeting:** At 11:30 hrs. On August 16, 2021

**Last Date of Submission:** Till 14:00 hrs. On August 30, 2021

**Date of Opening Tender:** At 15:00 hrs. On August 30, 2021

## **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, Hyderabad):

1. Suraj Patil (Sr Asst.) – 040-23267107 ([surajpatil@rbi.org.in](mailto:surajpatil@rbi.org.in))
2. Aishwarya Sharma (AM) – 040-23267113 ([aishwaryas@rbi.org.in](mailto:aishwaryas@rbi.org.in))
3. Estate Department, 040-23267170 ([estatehyderabad@rbi.org.in](mailto:estatehyderabad@rbi.org.in))

Contact person (MSTC Ltd):

1. Renu Purushottam, Branch Manager – [rpurushottam@mstcindia.co.in](mailto:rpurushottam@mstcindia.co.in) – Mobile: 08884406412
2. Suraiya R Shaik, Dy. Manager – [srshaik@mstcindia.co.in](mailto:srshaik@mstcindia.co.in) Mobile- 7406047869
3. B Teja, JCA- [bteja@mstcindia.co.in](mailto:bteja@mstcindia.co.in) Mobile- 06281048513
4. Krishna Kanth, Technical Analyst- [krishna366377@mstcindia.co.in](mailto:krishna366377@mstcindia.co.in) Ph- 8333036366
5. Raksekhar, DEO, [rajmstc@mstcindia.co.in](mailto:rajmstc@mstcindia.co.in) Ph-8464073640

Google hangout ID- (for text chat)- [mstceproc@gmail.com](mailto:mstceproc@gmail.com)



## **B) System Requirement:**

- i) Windows 7 or above Operating System
- ii) IE-7 and above Internet browser.
- iii) Signing type digital signature
- iv) Latest updated JRE 8 (x86 Offline) software to be downloaded and installed in the system.

To disable “Protected Mode” for DSC to appear in The signer box following settings may be applied.

- ☐ Tools => Internet Options => Security => Disable protected Mode, if enabled- i.e, Remove the tick from the tick box mentioning “Enable Protected Mode”. Other Settings:
  - ☐ Tools => Internet Options => General => Click on Settings under “Browsing history/Delete Browsing History” => Temporary Internet Files => Activate “Every time I Visit the Webpage”.
  - ☐ 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 <https://www.mstcecommerce.com> once)
- 2 The Techno-commercial Bid and the Price Bid shall have to be submitted online at <https://www.mstcecommerce.com/eprochome/rbi>. Tenders will be opened electronically on specified date and time as given in the Tender.
- 3 All entries in the tender should be entered in online Technical & Commercial Formats without any ambiguity.

### **4 Special Note towards Transaction fee:**

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.

Transaction fee is non-refundable. A vendor will not have the access to online e-tender without making the payment towards transaction fee.

**NOTE:** 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.

- 5 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).

**6 E-tender cannot be accessed after the due date and time mentioned in NIT.**

- 7 a) The process involves Electronic Bidding for submission of Technical and Commercial Bid.
- b) The vendor(s) who have submitted transaction fee can only submit their Technical Bid and Commercial Bid through internet in website: <https://www.mstcecommerce.com> → e-procurement → PSU/Govt depts → Login under RBI → My menu → Auction Floor Manager → live event → Selection of the live Event.
- 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.
- 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 be filled up and then vendor should click on "save" to record their Commercial bid. Then once both the Technical bid & Commercial bid has been saved, the vendor can click on the "Final submission" button to register their bid.
- e) Vendors are instructed to use *Attach Doc button* to upload documents. Multiple documents can be uploaded.
- f) In all cases, vendor should use their own ID and Password along with Digital Signature at the time of submission of their bid.
- g) During the entire e-tender process, the vendors will remain completely anonymous to one another and also to everybody else.
- h) The e-tender floor shall remain open from the pre-announced date & time and for as much duration as mentioned above.
- i) All electronic bids submitted during the e-tender process shall be legally binding on the 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.
- j) It is mandatory that all the bids are submitted with digital signature certificate otherwise the same will not be accepted by the system.
- k) Buyer reserves the right to cancel or reject or accept or withdraw or extend the tender in full or part as the case may be without assigning any reason thereof.
- l) No deviation of the terms and conditions of the tender document is acceptable. Submission of bid in the e-tender floor by any vendor confirms his acceptance of terms & conditions for the tender.

Any order resulting from this tender shall be governed by the terms and conditions mentioned therein.

**No deviation to the technical and commercial terms & conditions are allowed.**

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 <https://www.mstcecommerce.com/eprochome/rbi> to familiarize them with the system before bidding.

**Important Note**

**The rates are to be quoted Online. 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.**

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

Place \_\_\_\_\_

Date \_\_\_\_\_

Smt. K Nikhila  
Regional Director  
Reserve Bank of India  
Estate Department  
Hyderabad-500 004.

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 the work	Design, Supply, Installation, Testing and Commissioning of 3 nos. Passenger Lifts at the Bank's Main Office Building, Hyderabad.
(b)	Estimated cost of the work	<b>₹ 60 lakh</b>
(c)	Earnest Money Deposit (EMD)	All the bidders shall deposit Earnest Money Deposit (EMD) equal to 2% of the total estimated cost of work i.e. <b>₹ 1,20,000/-</b> (Rupees One lakh twenty thousand only) through NEFT / by a Demand Draft/BG in Bank's format as in <a href="#">Annexure II</a> in favour of Reserve Bank of India, Hyderabad before the due date mentioned in the tender. Any tender submitted without prescribed EMD shall be null and void and shall not be opened. As per relevant clause of General Instructions to Contractors and Special Conditions.
(d)	Performance Security	Further, successful tenderer shall submit Performance Security in the form of Bank Guarantee for a value equal to 10% of the contract capital cost excluding buyback amount for old lifts in the prescribed format <a href="#">Annexure-IV</a> , which shall

Tender for DSITC of 3 nos. Passenger lifts at the Bank's Main Office Building, Hyderabad

		be valid till end of the Defect Liability Period.
(e)	Time allowed for completion of work from tenth day after the date of letter advising acceptance of tender.	<b>08 months</b>

2. We also agree that our tender will remain valid for acceptance by the Bank for 120 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 ([Annexure II](#)).
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. 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.
5. The Tender is submitted in two parts. Part I contains all commercial terms and conditions and technical particulars and Part II contains only the price bid in the Bank's proforma.

Dated this \_\_\_\_ day of \_\_\_\_ 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**

### **Instructions and General Conditions of Contract**

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

- 1.1.** E-tenders comprising duly filled in details of both Part I and Part II of the tender should be uploaded in MSTC website under RBI Portal for the work of Design, Supply, Installation, Testing and Commissioning of 3 nos. Passenger Lifts at the Bank's Main Office Building, Hyderabad.
- 1.2.** The work is estimated to cost **₹ 60 lakh** and is to be completed within **8 months**.
- 1.3.** The tenderers are advised to submit the tender strictly based on the General Conditions of the Contract and Technical Specifications contained in the tender documents and not to stipulate any deviations.

#### **1.4. Eligibility Criteria:**

Intending tenderer should meet the following eligibility conditions to qualify for participation in the tender:

- (i) The tenderer should be Original Equipment Manufacturer (OEM) of the passenger Lifts being offered by them, for minimum last 7 years i.e. existing as manufacturer since June 30, 2014.

and

- (ii) The tenderer should have minimum 7 years of experience in the field of undertaking design, supply, installation, testing and commissioning (DSITC) of passenger lifts for large office buildings/commercial premises/industrial houses (work completed on or before June 30, 2014)

and

- (iii) The tenderer should have executed successfully similar work(s) of DSITC of VVVF technology-based passenger lifts with a travel of minimum 7 floors (i.e. minimum 7 stops) for large office buildings/commercial premises/industrial houses during last 5 years (works completed on or after June 30, 2016) individually costing as:

- 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

and

(iv) The tenderer should have a minimum annual **turnover of Rs. 60.00 Lakh** during the last 3 financial years

and

(v) The tenderer should have a service set up for lifts in Hyderabad and / or Secunderabad.

and

(vi) The tenderer should have installed at least ten numbers of Passenger Lifts of the same make as being offered in this tender, in Hyderabad during last 7 years and the same should be currently being maintained by the tenderer.

and

(vii) The tenderer shall possess valid Quality standard certification for the passenger lifts conforming to IS/ISO-9001:2015 for manufacturing, installation, testing, commissioning and maintenance as amended

and

(viii) **SOLVENCY:** The intending tenderer should furnish solvency certificate issued by the respective banker for an amount equal to the estimated cost of the work (Rs.60 lakh).

**A Tender uploaded by a firm who is found to be not satisfying the above criteria will be liable for rejection. Those who meet the eligibility criteria and technical parameters will only be qualified for opening of Part II (Price Bid).**

The tenderer should invariably furnish the below mentioned information in writing and upload copies of the relevant documents along with the Part I of the tender. Further, the contractor should submit the original of the documents to the Bank when demanded to qualify for further tendering process.

(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/other relevant document.
(b)	Work experience & Completion of similar works of specified value during the specified period	Copies of the detailed work orders for the qualifying works indicating date of award, value of awarded work, time given for completing the work, etc. and the corresponding completion certificates 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 center, should also be given.
(c)	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.
(d)	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.
(e)	Details of bank accounts	Full particulars of their bank accounts, like account no. type, when opened etc., should be given.
(f)	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.
(g)	Details of completed	The client-wise names of work(s), year(s) of

	works	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.
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5. The Part-II, i.e., Price-bid will be opened at a later date as intimated by the Bank in respect of only those contractors/bidders who satisfies all criteria stipulated in Part-I. The Bank reserves the right to accept or reject any or all e-Tenders without assigning any reasons thereof.
6. They shall also furnish the name and addresses of their recent clients for whom they have carried out similar works/supplies in the recent past, along with full details like the cost, type and capacity of the system/machine supplied, the date of the supply etc.
7. The applicants/tenderers have to submit in MSTC portal before the last date of submission of part-I
  - a. Client's certificate as per format at [Annexure- V](#) 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 [Annexure - VI](#) from their banker/bankers.

The certificates should be addressed to Regional Director, Estate Department, Reserve Bank of India, Hyderabad and shall be submitted along with Part I of the tender

8. 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 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. The Bank shall have the right to independently verify these certificates.
9. The Bank shall evaluate the said reports before evaluation of price bid of the tenders. If any tenderer 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. The Bank is not bound to accept the lowest tender and reserves the right to accept either in full or in part any tender and reserves the right to reject all the tenders without assigning any reason there for.
11. Bank reserves the right to accept or reject any or all Bids without assigning any reasons and also reserves the right to relax any of the terms and conditions. No Contractor shall have any cause of action or claim against the RBI for rejection of his Bid.
12. Applicants intending to apply will have to satisfy the Bank by furnishing documentary evidence in support of their possessing required eligibility and in the event of their failure to do so, the Bank reserves the right to reject their candidature. Tenders without EMD will not be accepted under any circumstances.
13. All the tenderers may please note that any amendments / corrigendum to the e-tender, if any, issued in future will only be notified on the RBI Website and MSTC Website as given above and will not be published in the newspaper.

**1.5. A pre-tender briefing meeting of the intending tenderers will be held at 11:30 hours on August 16, 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 **Smt. K Nikhila, Regional Director, Reserve Bank of India, Estate Department, Hyderabad by the intending tenderers before the date of Pre-bid meeting.** Alternatively, they may also send their queries to Mail ID: [estatehyderabad@rbi.org.in](mailto:estatehyderabad@rbi.org.in). 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).

**1.6.** All information, correspondence letters shall be submitted and addressed Smt. K Nikhila, Regional Director, Reserve Bank of India, Estate Department, Hyderabad.

## **2.0 Submission of Tender**

The tenderer shall upload the necessary documents as specified in the technical and commercial clause of the tender document before the due date of submission.

- 2.1 Intending tenderers shall remit an amount of ₹.1,20,000/- by way of NEFT or Bank Guarantee or a Demand Draft (DD) drawn on scheduled bank **payable to Reserve Bank of India, Hyderabad** on or before **02:00 PM on August 30, 2021**.

The Earnest Money Deposit of the successful tenderer shall be held by the Reserve Bank of India. 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 on submission of Bank guarantee for security deposit.

- 2.2 On communication by the Bank about acceptance of 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. The written acceptance by the Reserve Bank of India of a tender will constitute a binding contract between the Reserve Bank of India and the tenderer whether such formal agreement is or is not subsequently executed.

- 2.3 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 make 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 technical aspects of the tender such as equipment data sheets, tests and inspection, makes of materials, technical description, drawings.

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

- a) Documents to prove eligibility as per eligibility criteria mentioned in clause no 1.3 of Section-II, Instructions and General Conditions of Contract as per [Annexure I](#)
- b) Earnest Money Deposit in the form of NEFT / DD / Bank Guarantee (BG) issued by a scheduled Bank in India as per Proforma at [Annexure II](#).

- c) Power of Attorney / authorization with the seal of the company/firm in the name of the person signing the tender documents.
- d) List of deviation, if any, in technical specification/commercial as per format given in section VI of the tender document. **Deviation mentioned elsewhere shall not be considered.**
- e) Detailed proposed **layout drawing** and full equipment details.
- f) The contractor shall furnish an undertaking as per the enclosed proforma ([Annexure III](#)) that they will maintain the lifts satisfactorily for a minimum period of 19 years from the date of expiry of the defect liability period.
- g) Tenderers shall indicate their service set up details in Hyderabad from where the proposed lifts will be serviced. The details shall include number of technical personnel, phone/mobile numbers and addresses for contact/lodging of service requests and also the details of emergency service/after/before office hours available.
- h) **Complete technical details** and any special features proposed for incorporation must be given for full technical evaluation. Supporting documents for the claimed facilities/ features shall also be attached while submitting the technical bid.
- i) Technical data sheet shall be submitted with full information.
- j) Other Certificates / Declarations as per Annexures enclosed to be submitted.
- k) Duly filled in and signed copies of client's reports (from the client(s) in the attached format, for whom similar qualifying works is/are executed) and Banker's certificate in separately sealed envelopes.

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

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

3.5 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.

- 3.6 All information, correspondence letters shall be addressed to, Smt. K Nikhila, Regional Director, Reserve Bank of India, Estate Department, Hyderabad.

#### **4.0 Part II - Price**

- 4.1 (a) This part shall contain prices in **Indian Rupees only** as per format (Part II). No other enclosure is permitted in 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) No request for any change in rate or conditions after the opening of the tender will be entertained.
- (c) 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 lifts to be paid for according to actual measured quantities at the rates/quantities provided in the schedule of rates (Part II).
- (d) The rates quoted shall be deemed to be for the finished work and shall be firm and binding without any escalation whatsoever till the system is handed over to the Bank.

#### **5.0 Opening of Tender**

- 5.1 Part I of the tenders will be opened on August 30, 2021 at 15:00 hrs. in the presence of tenderers. 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 subsequently, the date of which will be intimated to all the eligible tenderers. The tenderers are advised to remain present during the opening of Part I and Part II of the tenders.

#### **6.0 Scope of Work**

- 6.1 The scope of work shall include the following.
- Design and manufacture of 3 numbers passenger lifts along with all accessories/ components, Automatic Rescue Device with batteries and emergency supply using Inverter etc. as per tender specifications and factory inspection.

Tender for DSITC of 3 nos. Passenger lifts at the Bank's Main Office Building, Hyderabad

- Delivery of lift equipment to Bank's site at Hyderabad including packing, handling, transporting, clearing, loading/unloading at ports in India and unloading at site in Hyderabad.
- Dismantling the existing lifts along with all allied equipment and accessories in phased manner as per the requirement and taking away.
- **Erection, testing & commissioning of lift equipment as per technical specifications and obtaining operating approval/license from lift inspectorate and handing over the lifts to Bank.**
- Providing all inclusive service including all spares, etc. during warranty period of one year and subsequent Comprehensive Annual Maintenance Contract for the committed period of 19 years (min.) from the date of handing over of the new lift installation to the Bank. **The comprehensive maintenance service shall be provided by the firm during the committed AMC period for 19 years.** During this period, any need for modification/ renovation of the elevators, depending on the obsolescence of technology will be decided on mutual consent and based on the documentary evidence of technology obsolescence to be provided by the firm along with the proposal for renovation/ modification. However, the firms will continue to provide AMC service irrespective of the modification / renovation for the committed period. It is also to be noted that, fundamental specification of the lift will remain same.
- All engineering, equipment, labour, and permits required to satisfactorily complete lift replacement required by this Specification.
- **civil works included in the scope of the contractor are a) Scaffolding b) Chipping works c) Grouting of hall buttons d) Machine room civil works and channel fixing e) white wash of lift shaft and machine room f) pocket holes, if required, g) buffer blocks. Further, all chase-cutting and openings as required by the Lift Contractor and shown on his drawings, will be carried out by the Lift Contractor. Machine RS beams and/or MS channels for support of lift machinery and buffers shall be supplied and erected by the Lift Contractor.**
- **Bank will undertake major civil works viz. Slab cutting, lintel fixing, Architrave modification as per requirement**
- Any other work, related to but not mentioned above, required for completion of the job shall be included in the scope of this contract.

Tender for DSITC of 3 nos. Passenger lifts at the Bank's Main Office Building, Hyderabad



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 each 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.

6.4 **Tenderer shall supply all tools, plants, labour and consumables etc as required for installation, testing and commissioning of the lifts.**

## **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. The tenderer shall be 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 site (Main Office Building) at Hyderabad.

## **9.0 Taxes**

9.1 The prices quoted for the work shall include GST and other applicable taxes or any other taxes/duties imposed by Central /State Government/ Local Bodies, charges for labour, transport, insurance charges etc till the work is finally handed over to the Bank. If RBI is required to discharge the liability of any taxes on the transaction like TDS(IT), TDS(GST), Service Tax under reverse mechanism or any other similar taxes, which is or becomes payable by RBI, the same shall be deducted from the bills of the contractor. 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 works contract tax/GST etc. whatever applicable will be deducted at source.

- 9.2 The rates quoted for the work of DSITC of the lifts shall be firm till handing over of all the lifts. No claim in respect of any statutory variations in the existing tax/duties/ imposition of new tax etc. shall be entertained during execution of the work.
- 9.3 Any statutory variations in the existing tax rates/ imposition of new tax applicable the Comprehensive Annual Maintenance Contract shall be adjusted during the AMC period from the date of such variations, subject to submission of documentary evidence for the same along with the claim.

#### **10.0 Validity of Tender**

- 10.1 The Tender along with the prices shall remain valid initially for a **period of 120 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 or Hindi

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

##### **12.1 Earnest Money Deposit**

- 12.1.1 The tender must be accompanied by Earnest Money for ₹1,20,000/- in the form of DD//NEFT/ an irrevocable Bank Guarantee issued by a scheduled bank in India in favour of Reserve Bank of India payable at Hyderabad. The Bank Guarantee shall be in a format given at [Annexure II](#) and shall remain un-discharged for such period as may be specified for keeping the tender open.

##### **Details of NEFT are as below:**

**Beneficiary Name: Reserve Bank of India, Hyderabad**

**IFSC: RBIS0NEFTHY (0 is zero)**

**Account No.: 8614038**

12.1.2 **Validity of BG for EMD:** The Bank Guarantee submitted towards EMD shall remain valid for **8 months from the due date of opening of the tender Part I.**

12.1.3 If the Tenderer, after opening of price bid, deviates from his offer or modifies the terms and conditions thereof, the EMD shall be liable to be forfeited.

12.1.4 Tender not accompanied by appropriate EMD is liable to be rejected.

12.1.5 The above Bank Guarantee shall be discharged on acceptance of the tender, and on production of a new Bank Guarantee towards security deposit in the enclosed format ([Annexure IV](#)) or on non-acceptance of tender.

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

12.1.7 Should the successful Tenderer fail to furnish the Security Deposit, the Bank Guarantee towards EMD 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.

## 12.2 **Security Deposit:**

12.2.1 **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 (*The Contract value mentioned in this document means the total value of capital cost of work, excluding buyback, at which the work is awarded*), in the form of a Bank Guarantee from any scheduled Bank in the form prescribed by the Bank as per [Annexure IV](#) (which will be submitted within one month of the date of award of work) towards security deposit for the due fulfilment of the contract. **The Bank Guarantee against the security deposit for due fulfilment of contract shall be valid for the contract completion period up to the date of handing over of all the lifts.**

12.2.2 **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 IV](#), for due fulfilment of the terms and obligations of the DLP and CAMC contract, for an

amount equal to 10 % of the Capital cost of work valid for initial 10 years and thereafter for an amount of 5% of the Capital cost of work for remaining 10 years. The BG shall be renewed 2 weeks before expiry of the previous one, failing which Bank reserves the right to enforce the above Bank Guarantee.

12.2.3 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 prices quoted by the Tenderer.

### **15.0 Evaluation of Tender**

15.1 The tenders will be evaluated based on Total cost of ownership (**TCO**) which will include the net capital cost (**C**) (Capital cost minus rebate for buyback of old lifts) quoted for the lifts and the rates quoted for comprehensive all inclusive Annual Maintenance Contract (**A**) 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, a multiplication factor (**MF**) will be computed as per the following parameters:

(a)	Discount factor	8% per annum
(b)	Annual Escalation in AMC	5% per annum
(c)	Period of AMC	19 years
(d)	Payment terms of AMC	Quarterly payment after satisfactory completion of the service

Tender for DSITC of 3 nos. Passenger lifts at the Bank's Main Office Building, Hyderabad

**Net Capital Cost C= capital cost less buyback of existing equipment**  
**TCO = Capital cost- buyback+ MF\* AMC amount /year**

**(MF = 13.17)**

### **Minimum Base Rate for Comprehensive AMC**

Minimum Base Rate for Comprehensive AMC is 4% (Four percent) of total capital cost. In case, the tenderer quotes the rates for comprehensive AMC lower than 4% (Four) of the quoted capital cost, then the 4% (Four) of the quoted capital cost will be considered as AMC for calculation of Total Cost of Ownership.

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

## **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 with 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 tenderer 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 Licence**

- 17.1 Import Licence, 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 licence shall be the sole responsibility of the tenderer.
- 17.2 The Tenderer shall obtain and maintain the necessary license for importing machines into India from the competent authorities and shall pay all costs and fees connected therewith. Failure to obtain and maintain licence 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 licence, 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 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 offer to the inspector, at contractor's cost all reasonable facilities as may be necessary for inspection and 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. All the expenditure for Bank's engineer visit and stay shall be borne by the Bank. The Bank's engineer shall inspect the materials at site also after delivery before the same is used in the work.
- 18.2 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 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.

18.5 Consequence of rejection: If on the equipment or a part thereof, being rejected by the Bank's Engineer, the contractor fails to make satisfactory supplies or rectify the faulty work thus executed within the stipulated period of delivery/completion period, the Bank shall be at liberty to:

- i) Allow the contractor to re-submit the equipment or parts in replacement of those rejected, within a time to be specified, the contractor bearing the cost of freight if any, on such replacement without being entitled to any extra payments on that account; or
- ii) Purchase/execute or authorise the purchase/execution of quantity/work of the equipment or parts rejected or others of a similar description (when equipment or parts exactly complying with specifications are not, in the opinion of the Bank which shall be final, readily available) to the contractor at his risk and cost and without affecting the contractor's liability as regards supply under the contract; or
- iii) Cancel the contract and purchase/execute or authorise the purchase/execution of the equipment or others of a similar description (when equipment or parts exactly complying with specifications are not in the opinion of the Bank, which shall be final, readily available) at the risk and cost of the contractor. In the event of action being taken under such clause (ii) above or this clause, the provision of delivery clause apply as far as applicable.

18.6 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, 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 “section IV, the conditions herein after referred to” of the contract.
- 19.2 The contractor shall submit a Bar Chart/Gantt’s 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.
- 19.3 Bank will provide 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**

- 20.1 The contractor shall take insurance policies in the joint names of the Bank and the contractor (Bank's name being first) from date of dispatch 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 Rs.50 lakhs and with a limit of Rs. 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**



21.1 The entire equipment shall be warrantied for 12 months from the date of completion and handing over to be free from defective workmanship or materials and any defects that may appear within 12 months 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 at least once a month or earlier, if required, and attend to the breakdown calls of the lifts and such other service that may be required. Report of the each visit shall be submitted to the Bank.

21.2 **All inclusive Comprehensive Annual Maintenance Contract (CAMC)**

The tenderer shall quote the rates in **rupees per lift per annum** for all inclusive Comprehensive Maintenance Contract inclusive of all the applicable taxes including GST for spares imported, transport, insurance, handling, etc. applicable after expiry of 12 months 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 “evaluation of tenders”. Further renewal amount for the AMC shall be worked out as per the following formula:

$$A_C = \frac{A_P}{100} \left( 50 \times \frac{MP_C}{MP_P} + 50 \times \frac{WI_C}{WI_P} \right)$$

$A_C$	=	The contract amount for the current year.
$A_P$	=	The contract amount for the previous year.
$MP_C$	=	Wholesale Price Index for metal products 6 months prior to the commencement date of contract for the current year.
$MP_P$	=	Wholesale Price Index for metal products 6 months prior to the commencement date of contract for the previous year.
$WI_C$	=	Consumer Price Index for industrial workers (Hyderabad) 6 months prior to commencement date of contract for the current year.
$WI_P$	=	Consumer Price Index for industrial workers (Hyderabad) 6 months prior to commencement date of contract for the previous year.

21.3 **Scope of works during CAMC**

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

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

(B) Penalty for delay in service during defect liability period (DLP) and CAMC period:-

- i. During the currency of the Annual Maintenance Service Contract/DLP, all care shall be taken so that the downtime of any lift is kept minimum and the lift shall be attended immediately and maximum within 3 hours of receiving the complaint.
- ii. In case, the lift remains under breakdown for more than a day (requiring repair other than major repair), then a penalty equivalent to 4 times the daily rate of Comprehensive AMC charges per lift shall be recovered from the payment due to the contractor subject to maximum of 50% of the total AMC charges 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.
- iii. If any major repair resulting in stoppage of the lift is not rectified within 3 days, then a penalty equivalent to 4 times the daily rate of Comprehensive AMC charges per lift shall be recovered from the payment due to the contractor subject to maximum of 50% of the total AMC charges 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. 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 bearings, gears etc. in gear box
- (d) Replacement of guide shoes for the car and counter weight
- (e) Replacement of trailing cables/ control wiring
- (f) VVVF Controller replacement

C) The firm shall also ensure that the required spares etc. for proper maintenance are readily available with them for the complete lifespan of the lift.

D) The payment towards AMC charges will be made every quarter after satisfactory completion of the service.

## 22.0 Terms of Payment

The payment for the works to be executed under this contract shall be made as follows:

- a. **First Stage Payment:** 60% of the quoted rates pro rata against Delivery of material at site and on submission of following:
  - i) Submission of the test certificates of the various equipment as listed in the tender.
  - ii) Submission of Contractor's Certificate that all components, parts, sub systems, consumables etc. for successful installation, commissioning and testing of the systems 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.
  - iii) All the Insurance Policies as per tender.
  - iv) Bank Guarantee towards Security Deposit ([Annexure IV](#))
- b. **Second Stage Payment:** 25% of the quoted rate pro rata against erection and testing of lifts.
- c. **Final Stage Payment:** Balance 15% payment shall be released after submission of Lift licenses if any and the Bank guarantee for DLP and CAMC.

**The date of issue of operating licence, if applicable, shall be reckoned as the date of handing over of each lift.**

## **Other Issues**

23. The contractor shall furnish an undertaking as per the enclosed proforma ([Annexure III](#)) that they will maintain the lifts satisfactorily for a minimum period of 19 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 totalled 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) of the required capacity for each lift and suitable capacity MCBDB with necessary earth leads in each machine room for lift power and lights respectively.
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 lift 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 occupied premises. Therefore, due care should be taken to avoid inconvenience to the occupants/office working.
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 Lift Inspectorate and any other applicable Acts /Rules/Regulations and no deviation on any account will be permitted.
36. It is the responsibility of the tenderer to obtain license from the Inspectorate or any statutory body, if available in the State. Statutory fee, if any, would be reimbursed by the Bank on submission of documentary evidence.

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 hospitalisation.
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 metre.
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.
14. The staff Working during execution of work shall be provided with all the required safety gadgets and their safety shall be ensured by the contractor. The work shall be carried out under the supervision of Contractor's supervisor.

### **FIRE SAFETY**

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

PLACE:  
DATE :

SIGNATURE AND SEAL OF THE CONTRACTOR



## **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 as 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 Design, Supply, Installation, Testing and Commissioning of Passenger Lifts at the Bank’s Main Office Building at Saifabad, RBI, Hyderabad 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 the complete replacement of passenger lifts. Complete replacement means complete removal of all existing lift equipment, including guide rails, from the site and installation of new lift equipment, as specified. 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.

For the purpose of entering day to day instructions by the employer the contractor shall maintain at his own cost, a "Site instruction Book" in triplicate in which the instructions shall be entered by the employer and to be maintained by the engineer-in-charge of the contractor. Instructions to the contractor shall be issued through Bank's engineer/engineer-in-charge.

3. Scope of contract includes, but is not limited to, the following:
- a) The coordination, scheduling and management of work of component suppliers and subcontractors.
  - b) Modernise or provide equipment as specified utilising existing, new or modified lift wells and machine rooms.

### **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 workmen'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 Employer 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 duplicate 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.

### **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 20 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 Estate**

8. The site of the work is an occupied building. Contractor's use of Estate shall be subject to following:-
  - Confine operations at the site to areas permitted by law, ordinances, permits, Specification, and Employer's specific instructions.
  - Do not unreasonably encumber the site with materials or equipment. Staging area shall be located as directed by the Employer.

- Assume full responsibility for protection and safekeeping of tools and products stored on or off Estate.
- Move stored products which interfere with operations of building or the operations of other trades.
- Obtain and pay for use of additional storage or work areas needed for operations.

#### **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 major lift replacement work in an existing building. It is essential that the Contractor gives special attention and priority to all matters concerning safety, protection from dust and loose materials, reduction of noise levels, protection from water and air infiltration into building, and maintenance of neat and orderly conditions in and around work areas inside and outside of building. Packaging, scrap materials and demolition debris shall be promptly removed from the building and site on a daily basis.
11. If the contract includes works, which will be disruptive and would be dangerous to building occupants, said works shall be performed during hours as the Employer dictates. Examples of such work include, without limitation, saw cutting of concrete, jack hammering, welding, metal cutting, pouring concrete, erecting steel or hoisting equipment over occupied portions of the building or performing tests requiring all lifts in a group. The Contractor shall perform such work during Employer 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 Employer of such needs and times will be scheduled as directed. The Contractor shall anticipate any excessive noise generating procedures and include an allowance for it in the tender.

#### **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 Employer. Any damage to building finishes caused by the Contractor shall be refinished at no additional cost to the Employer. The Contractor shall take

photographs of any adjacent finishes that may be damaged during the works for a photographic record.

#### **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 work**

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 authorised 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(Tech)/Manager(Tech), 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(Tech)/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 authorised 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 authorised 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 authorisation 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 14 hereof with the concurrence of the Employer as herein mentioned. Any such extra is herein referred to as authorised 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 can not 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 plus 15% towards establishment charges, contractor's overhead and profits.

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 30 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 as Security Deposit 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 various clauses 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 Estate 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.

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

33. 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 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.

34. 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**

35. 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 begin 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**

36. For the purpose of reviewing/ monitoring the progress of work, 3 financial milestones, to be achieved on or before the stipulated time, have been defined below. In case, the contractor does not achieve a particular milestone, if any, mentioned below or rescheduled milestone(s) in terms of time extension clause 37 hereof, the amount shown against that milestone shall be withheld to be adjusted against the liquidated damages levied at the time of completion of contract. Withholding of payments on failure to achieve a milestone shall be automatic and without any notice to the Contractor. No interest whatsoever shall be paid by the Bank on such withheld amount/s. The application of withholding of amount shall not effect a change in the milestone or release the Contractor of his obligation to improve the progress of work. If the Contractor fails to maintain the required progress of the works and fails to complete the works by the completion time stipulated in the Contract or within any extended time under time extension 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 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. The contractor hereby specifically agrees and authorizes the Employer to deduct such liquidated damages, if any, from any instalment of payment becoming due and payable to the contractor in terms of this contract or from the retention money."

### **Milestone chart**

Milestone No.	Milestone Financial Progress	Time for achieving	Amount to be withheld in case of Non- achievement of the Milestone.
First	60% of contract value	4 months from the date of commencement	In the event of not maintaining desired pace of progress and not achieving Milestone Financial Progress (as assessed from running payments), an amount of 3.3% of the contract value shall be immediately withheld from the dues of the contractor for failure to achieve (on stipulated date) the first milestone.
Second	85% of contract value	6 months from the date of commencement	In the event of not maintaining desired pace of progress and not achieving Milestone Financial Progress (as assessed from running payments), an amount of 3.3% of the contract value shall be immediately withheld from the dues of the contractor for failure to achieve (on stipulated date) the second milestone.
Third and final	Full and final value of the work done	8 months from the date of commencement	LD shall be levied depending upon overall actual extent of delays attributable to the Contractor's actions @ 0.25% of contract value per week of delay per lift subject to a maximum of 10% of the accepted tender amount for the delayed/ incomplete lift. Any amount withheld against non-achievement of any milestone shall be adjusted in the LD. If the overall project is delayed by the Contractor, he shall not be entitled to any reduction in the amount of the "Liquidated Damages" to be recovered from his dues by the Employer notwithstanding his successful attainment of certain earlier milestones.

### **Delay And Extension of Time**

37. 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 neighbouring 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, legal 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, the Employer may 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 endeavours to prevent delay and shall do all that may reasonably be required to the satisfaction of the Employer to proceed with work.

If the contractor needs an extension of time for completion of the work or if the completion of work gets delayed for any reason beyond the due date of completion

stipulated in the contract, the contractor shall apply to the employer for extension of time in writing at least 7 days before the expiry of the scheduled time and while applying for extension of time, contractor shall furnish the reasons in detail and his justification along with documentary evidence (copy of relevant pages of hindrance register), if any, for delays. Only that period of extension of time as granted by the employer (on receipt of the application from the contractor or even in absence of any such application certification as to the reasonableness of the grounds for delay) will qualify for exemption of imposition of liquidated damages. For the balance period in excess of original stipulated period and an authorised extension of time granted by the employer, the provision of liquidated damages as stated under clause 36 will become applicable.

Further, the contract shall remain in force even for the period beyond the due date of completion irrespective of whether the contractor has applied or not, for the grant of extension of time for completion unless the employer decides to terminate the contract. The delay for completion of work for any reason will not entail any right to the contractor to claim any revision of rates or any extra compensation for any reason.

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

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

**Termination of Contract by the Employer**

39. If the Contractor being an individual or a firm commits any "act of insolvency", or shall be adjudged an insolvent or being an Incorporated Company shall have an order for compulsory winding up made against it or pass an effective resolution for winding up voluntarily or subject to the supervision of the Court and the Official Assignee or the Liquidator, in such acts of insolvency or winding up, as the case may be, shall 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 and 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 the Contract to be observed and performed by the Contractor for seven days after written notice shall have been given to the Contractor requiring the Contractor to observe or perform the same.

Then and in any of the said cases, the Employer may notwithstanding any previous waiver, after giving seven days' notice in writing to the Contractor, determine the Contract 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 Estate or the adjoining lands or roads, and use the same as his own property or may employ the same by means of his own servants and workmen in carrying on and completing the works or by employing any other Contractor or other person or persons to complete the works, and the Contractor shall not in any way interrupt or do any act, matter or thing to prevent or hinder such other contractor or other person or persons employed for completing and finishing or using the materials and plant for the works. When the works shall be completed or as soon thereafter as convenient, the 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 fourteen days after receipt thereof by him, the Employer may sell the same by public auction, and give credit to the Contractor for the net amount realised. The Employer shall thereafter ascertain and certify in writing under his hand what (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 be so certified shall thereupon be paid by the Employer to the Contractor or by the Contractor to the Employer, as the case may be, and the decision of the Employer shall be final and conclusive between the parties.

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

40. If payment of the amount payable by the Employer under certificate of the Bank's engineer shall be in arrears and unpaid for thirty days after notice in writing requiring payment of the amount as aforesaid shall have been given by the Contractor to the Employer or if the Employer 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 26 hereof.

### **Certificates and Payments**

41. The Contractor shall be paid by the Employer from time to time by instalments under Interim Certificate to be issued by the Bank's engineer on account of the works executed, work to the approximate value named in the Appendix as "Value of work for Interim Certificates" (or less at the reasonable discretion of the Employer) has been executed in accordance with this Contract. 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 paid the balance amount by the employer in accordance with the certificate to be issued by the Bank's engineer. The Contractor shall be entitled to the release of the Bank guarantee towards Security Deposit 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.

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

### **Delayed Payment**

42. Any amounts payable by the Employer to the Contractor if not paid within the "Period for honouring 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**

43. The decision, opinion, direction, Certificate (except for payment), with respect to all or any of the matter under Clauses 2, 9, 16, 21, 28, 39, 41 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**

44. All disputes and differences of any kind whatever arising out of or in connection with the contract or the carrying out of the works (whether during the progress of the works or after the completion and whether before or after the determination, abandonment or breach of the contract) shall be referred to and settled by the Employer who shall state its decision in writing. Such decision may be in the form of a final certificate or otherwise. The decision of the Employer with respect to any of the excepted matters shall be final and without appeal as stated in Clause 43 hereof. But if either party be dissatisfied on any matter, except the excepted matter as above, the party may within 28 days after receiving notice of such decision give a written notice to the other party requiring that the matters in dispute be arbitrated upon. Such written notice shall specify the matters, which are in dispute or difference of which such written notice has been given. If both the parties agree a single arbitrator would be appointed for the purpose. In case no agreement could be reached on the appointment of single arbitrator, both the parties will nominate one person each as an arbitrator on their behalf. The two arbitrators nominated by the parties shall nominate one more person to act as third arbitrator.

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

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

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

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

The award of the arbitrator or arbitrators, as the case may be, shall be final and binding on the parties. It is agreed that the Contractor shall not delay the carrying out of the works by reason of any such matter, question or dispute being referred to arbitration, but shall proceed with the works with all due diligence and shall until the decision of the

arbitrator or arbitrators is given, abide by the decision of the Bank. No award of the arbitrator or arbitrators, as the case may be, shall relieve the Contractor of his obligations to adhere strictly to the Bank's instructions with regard to the actual carrying out of the works. The Employer and the Contractor hereby also agree that arbitration under this clause shall be a condition precedent to any right of action under the contract.

The venue of arbitration shall be Hyderabad, INDIA.

**Right of technical scrutiny of final bill**

45. 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**

46. 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**

47. If 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**

48. 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**

49. 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**

50. 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**

51. The notes in the box and in the catch lines hereto and in the annexures 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 annexures hereto.

**SPECIAL CONDITIONS**

**Progress of Work**

52. Upon award of work, the Contractor shall submit the bar chart/Gantt's chart for completion schedule within 15 days from the 10<sup>th</sup> day of issue of work order.
53. The Contractor shall submit, in writing, monthly reports showing current equipment delivery dates and anticipated completion dates for individual units.

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

1.	Defects Liability Period	<b>Twelve months</b> from the date of Virtual Completion Certificate of all lifts.
2.	Period of Final Measurement	3 months
3.	Date of Commencement	10 <sup>th</sup> day from the date of letter of award of work.
4.	Date of Completion	Date of issue virtual completion certificate after handing over of all lifts and operating license for all the lifts.
5.	Liquidated damages for delay in completion of work	As per Milestone chart mentioned under Damages for Non-completion of Section IV - The Conditions Hereinafter Referred To of the tender.
6.	Value of works for interim certificates	As per terms of payment
7.	Period for honouring certificates	One month for interim bills and 3 months for final bill.
8.	Interest for delayed payment	3% per annum

### **Replacement of lifts at the Bank's Main Office Building, Hyderabad**

**Specification of existing old lift:-**

- Tender for DSITC of 3 nos. Passenger lifts at the Bank's Main Office Building, Hyderabad

## **Section (VII) – Technical Specifications and Schedule of Work**

1. **General** : These specifications are intended to cover the complete installation of the lift with all materials in accordance with the drawings and specifications.

### **1.1 Applicable codes**

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

**Codes for Lifts** IS-14655 Parts 1, 2, 3, 4 and 5 including all relevant parts, codes of practice and national variations as appropriate.

IS-15330 2003 Edition or statutory modification thereof amended up to date.

Comply to the requirements of all other Codes, Ordinances and Laws applicable within the governing jurisdiction and latest Indian Standards, as applicable. The Electrical wiring shall strictly comply to IS:732 and the entire installation shall be in accordance with the Indian Electricity Act 2003 and Indian Electricity Rules 1956 or latest amendments thereof.

The Contractor shall arrange to obtain the sanction of the lift authorities for commissioning of the lift and hand-over for operation.

### **1.2 Staging area**

Bank will designate an equipment storage area for use by the Contractor. The Contractor shall restrict usage to area designated and shall notify Bank 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 Bank's rights to let other contracts and employ other Trades in connection with the 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 declares that it will cooperate and coordinate their work with other Trades employed by the Client.

## **2. General Submittals**

Within 30 calendar days after award of contract and before beginning equipment fabrication, submit shop drawings and required material samples for review. Allow 15 days for response to initial submittal.

- a) Scaled or Fully Dimensioned Layout: Plan of pit, lift well and machine room indicating equipment arrangement and elevation section of lift 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 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/powder coated with good quality paint at the Lift Contractor's works over

an anti-corrosive primer coat and after installations, if defects are found in the paint the same shall be rectified.

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

- 4.01 Prior to beginning installation of equipment, examine lift well and machine room areas. Verify that no irregularities exist which may affect execution of the works specified.
- 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 referenced codes, specifications and approved submittals.
- 6.02 Install machine room 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) Machine room equipment, lift well equipment including guide rails, guide rail brackets, and pit equipment.
- c) c) Neatly touch up damaged factory-painted surfaces with original paint color. Protect machine-finish surfaces against corrosion.
- d) Adjacent work areas that adjoin with new equipment installed as part of this specification.

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

- 7.01 Manufacturer's nameplates and other identifying markings shall not be affixed on surfaces exposed to public view. This requirement does not apply to code required labels.
- 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.
- 8.03 Submit samples of all specified architectural metals specified for review and approval.

## **9. Materials and finishes**

- 9.01 Steel: Sheet Steel (Furniture Steel for Exposed Work): Stretcher-leveled, cold-rolled, commercial quality carbon steel.
- 9.02 Stainless Steel: Type 304, with standard tempers and hardness required for fabrication, strength and durability.
- 9.03 Aluminium: Extrusions plus sheet and plate as per code.

## 10. Products

### 10.01

#### Data sheet of Passengers lifts

S. No.	Description	Bank's Requirement	Compliance by the bidder (Yes/No)
1	Number of Lifts	Three Lifts in triplex control	
2	Capacity:	The capacity of each passenger lift should be 13 Passengers i.e. 884 Kg	
3	Speed:	1.0 m/s for each passenger lift	
4	Machine:	Variable Voltage Variable Frequency Permanent Magnet Synchronous Motor (PMSM) Gearless Machines. Provide new machines beams if required.	
5	Machine Location:	Overhead	
6	Operational Control:	<b>Group of three lifts:</b> - Microprocessor based full collective selective triplex control, fully programmable, with/without attendant.	
7	Motor Control:	Provide New AC Variable Voltage Variable Frequency Microprocessor Based with Digital Closed-Loop Feedback	
8	Leveling	Precise leveling accuracy (+/- 5 mm in any load condition) with close loop control, velocity transducers, proximity/ magnetic switches etc.	
9	Power requirement	415V+/- 5%, 3Phase, 50Hz	
10	Stops and Openings of cars:	<b>Group of three lifts as follows:</b> - (i) 6 stops ( <u>Ground + 5 upper floors</u> ) & 6-opening - two passengers lift and (ii) 7-stops ( <u>Basement + ground + 5 upper floors</u> ) 7-opening - one passengers lift. All openings are on front side.	

S. No.	Description	Bank's Requirement	Compliance by the bidder (Yes/No)
11	Hoist way Size:	Each lift: - 2400 (W) x 1850 (D) in mm. May be verified at site	
12	Pit Depth available	1560 mm (approximate) (TO BE VERIFIED AT SITE BY THE TENDERER BEFORE OFFERING THEIR RATE)	
13	Required clear opening of door	Minimum clear door opening should be 800 mm	
14	Entrance Type:	Automatic power operated two panel centers opening for each passenger lift	
15	Car Doors and Landing Doors	1.5 mm thick SS Car and Landing Doors 800 mm wide X 2000 mm Height for passenger lifts with automatic two panel center opening. Lift landing doors provided in the lift enclosure shall have a minimum fire resistance rating of 60 min as per NBC	
16	Door Operation:	Provide AC VVVF Door Operator with adjustable door opening time setting at site.	
17	Door Protection:	Full Screen infra-red detector and protection.	
18	Guide Rails:	Provide Car and Counterweight Guide Rails including roller/sliding guides etc. as per the relevant IS.	
19	Buffers:	Provide Buffers as per IS for Car and Counterweight	
20	Car Enclosure:	<ul style="list-style-type: none"> <li>1.5 mm thick <b>SS hairline finish</b> wall panels with SS ceiling of modern design with adequate ventilation and lighting arrangements.</li> <li>Flooring with approved shade of 10 mm thick Granite tiles as approved by the Bank.</li> </ul>	
21	Signal Fixtures:	Manufacturer's Standard Fixtures, as approved by the Bank. The catalog of the entire range of the same to be submitted along with Part I	

S. No.	Description	Bank's Requirement	Compliance by the bidder (Yes/No)
	(a) In all lowest floor lobbies	<ul style="list-style-type: none"> <li>• Audio alarm and direction indicator for each lift</li> <li>• up button in lowest floor and down button on highest floor</li> <li>• Firemen switch</li> <li>• Emergency alarm hooter</li> </ul>	
	(b) on all landings including ground floor lobby	<ul style="list-style-type: none"> <li>• Digital car position indicator for lift</li> <li>• Audio alarm and direction indicator for lift</li> <li>• Common up/down call button (only UP buttons in lowest floor and DOWN button on highest floor) – <u>2 No. of Call buttons shall be provided on all floors served by three lifts.</u></li> <li>• <b>Braille</b> markings on all buttons</li> <li>• Landing Door Unlocking Device</li> </ul>	

S. No.	Description	Bank's Requirement	Compliance by the bidder (Yes/No)
	(c) In car	<ul style="list-style-type: none"> <li>• Auto/manual selector key switch</li> <li>• Blower/fan switch</li> <li>• Luminous floor selector buttons with braille marking</li> <li>• Overload warning device with annunciation (lift should not take a start under overload condition)</li> <li>• Alarm button</li> <li>• Floor position voice announcement</li> <li>• Wiring for Telephone, piped music with speakers and telephone instrument</li> <li>• 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/UPS.</li> <li>• <b>Car position and direction indicator</b></li> <li>• SS Handrail on the front/back panel</li> <li>• Door open/close buttons</li> <li>• <b>Braille</b> markings on all buttons</li> </ul>	
22	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; wiring for the same to be carried out by the lift contractor</p>	

S. No.	Description	Bank's Requirement	Compliance by the bidder (Yes/No)
23	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. The ARD shall also function in case of any abnormality in power viz. single phasing, under voltage, overvoltage etc. leading the lift unable to work on normal power supply.	
	<b>Other Required Features</b>		
24	Contact free Lift operation	<p>In addition to the conventional operating panels in the lift lobby and inside the lift cars, the lifts shall be provided with facility for complete contact free operation either through mobile app based or proximity sensor based operation.</p> <p>i.e. <b>Mobile app based operation:</b> It should be possible for a user to call the lift through mobile app and register the desired destination floor through mobile app without touching the Hall call or car operating panel buttons. The app shall be compatible with Android, iOS and Microsoft Windows based mobile/ smart phones.</p> <p><b>Proximity sensor based operation:</b> the lift shall get command based on proximity sensor without actually pressing the button.</p> <p><b>(Details may be submitted along with Technical Bid)</b></p>	
25	Positioning of control panels inside the car and in the lift lobby.	Appropriate positioning of car operating panel inside lift car and on all landings should be made for differently abled persons in one designated lift	

S. No.	Description	Bank's Requirement	Compliance by the bidder (Yes/No)
	Note: The successful bidder will submit a drawing showing the design of the car interior panels and false ceiling for approval of the Bank, All the samples of the proposed fixtures, as approved by the Bank, such as push buttons, position indicators, light fittings, flooring pattern etc. shall be shown to and got confirmed from the Bank's officials before using in the work.		

#### 10.02 Minimum guaranteed performance of the lifts:

- Car Speed:  $\pm 3\%$  of contract speed under any loading condition.
- Car Capacity: Safely lower, stop and hold 125% of rated load
- Car ride Quality: car ride shall be with minimum horizontal and vertical vibrations and jerks
- Car Brake Capacity: Should be capable of preventing the lift car from movement with 125% of rated load.
- Car Stopping Zone:  $\pm 5$  mm under any loading condition.

#### **10.03 Operation:**

a) Microprocessor Based full collective selective triplex control

b) **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.

c) **Independent Service:** Provide controls for operation of each car from its pushbuttons only. Close doors by constant pressure on desired destination floor button or door close button and open doors automatically upon arrival at selected floor.

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

## 10.04 Machine Room Equipment

### **Traction Hoist Machine:**

Provide AC P.M.S.M. ACVVVF gearless traction type motor with brake, drive sheave, and deflector sheave mounted in proper alignment on a common, isolated bedplate.

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

Provide alternating current, variable voltage, variable frequency (ACVVVF), I.G.B.T. converter and inverter drives for ACVVVF Gearless machines as per manufacturers standard.

Design 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.

### **Controller:**

Compartment: Completely enclose equipment with covers. The components should conform to manufacturers standard specifications.

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

### **Invertor Power supply:**

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

### **Machine and Equipment Support Beams:**

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

Provide bearing plates, anchors, shelf angles, blocking, embedment, etc., for support and fastening of machine beams or equipment to the building structure.

**Governor:** Provide new over speed governor protection equipment suitable for the lifts.

### **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 lift equipment including their supports and fastenings to building, shall be mechanically isolated from the building structure to minimise objectionable noise and vibration transmission to car, building structure, or adjacent occupied areas of building.

## 10.05 LIFT 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 new sheaves.



**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 to suit machine manufacturers' requirements.

**Terminal Stopping:** Provide normal and final devices.

**Electrical Wiring and Wiring Connections:**

- i. Flame retardant / FRLS Copper wires shall be used for, control wiring, power wiring and interconnection of various devices.
- ii. All wiring shall be run in containment.
- iii. Provide four pairs of spare shielded communication wires for future use in addition to those required to connect specified items.
- iv. Travelling Cables: Flame retardant and moisture-resistant. Prevent travelling cable from rubbing or chafing against lift well or equipment within lift well.
- v. All insulated conductors & conduit or tubing as well as fittings including boxes, trough and ducts shall comply with the requirements of relevant IS specification or BS specifications.

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

Door Hangers.  
Door Tracks  
Door Interlocks.  
Door Closers.  
Facia plates wherever necessary

**10.06 Lift Well Entrances**

**Architraves:** Retain existing.

**Door Panels:** Provide stainless steel, sandwich construction without binder angles or as per manufacturer standard. Provide entrances finished in hairline stainless steel.

**Sills:** Provide, manufactured of extruded aluminium.

**Facia, Toe Guards and Hanger Covers:** Provide furniture steel with Contractor's standard finish.

**Finish of Doors:** hairline Stainless Steel

## 10.07 Car Equipment

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

**Safety Gear:** Provide governor actuated safety gear as per IS.

**Platform:** Provide isolated type, constructed of steel, or steel and wood,.

**Guide Shoes:** Provide flexible sliding or roller type shoes as per IS.

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

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

**Door Operator:** Provide solid-state door control with AC variable frequency drive with closed loop circuitry to constantly monitor and automatically adjust door operation based upon velocity, position, and motor current. The door operating time shall be adjustable at site. Maintain consistent, smooth and quiet door operation at all floors, regardless of door weight or varying air pressure.

### **Provide Infrared Door Reopening Device:**

- Fully enclosed device with full screen infrared matrix 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.
- In the event of device failure, provide for automatic shutdown of car at floor level with doors open

**Automatic Rescue Device:** To bring the car to the nearest landing in case of Mains failure.

### **Car Operating Panel:**

One car operating panel per car with stainless steel faceplate(s),

The push buttons shall have the Braille marking. Suitably identify and locate floor buttons, alarm button, door open button and door close button in accordance with statutory requirements.

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 utilisation while standing in an upright position on car top.

### **Communication System:**

- Provide a two-way communication instrument in car with automatic dialling, actuated by pressing the alarm bell or as per manufacturer standard.
- Provide an EPABX Telephone instrument in car with dialing facility.

## **Car Enclosure**

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

**Shell, Canopy:** steel formed panels as per manufacturer's standard specifications.

Tender for DSITC of 3 nos. Passenger lifts at the Bank's Main Office Building, Hyderabad

**Base:** Approved shade of minimum 10 mm thick granite slabs/ tiles with design as approved by Employer

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

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

**Handrail:** Stainless steel finish

### **Landing Control Stations**

**Pushbuttons:** Provide new push button at each floor with flush mounted faceplates. provide pushbuttons for each direction of travel, which illuminate to indicate call registration. Provide any cutting and patching required.

### **Signals**

- I. Provide at each entrance as per manufacturer's standard specifications, as approved by the Bank.
- II. Illuminate up or down lights and **sound tone** prior to car arrival at floor. Sound level shall be adjustable.
- III. Alpha-numeric digital indicator containing floor designations and direction arrows shall indicate floor served and direction of car travel.

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

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

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

## **11.0 EXECUTION**

### **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.

**12.0 Lift protections:** The lift shall be protected as follows.

- (a) Electrically against overload
- (b) By safety gear on car so that in the event of rope breaking or loosening, the car will be brought to rest immediately.
- (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 zone.
- (k) Any other safety device as per the statutory requirements

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

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

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

### **15. Inspection of lift equipment at manufacturer's site**

The Bank at its discretion may inspect the lift equipments at the manufacturer's works before dispatch of the same to the site. The inspection by the Bank's Engineer will cover the following.

- (a) Lift machine of passenger lift and Control Panel
- (b) V3F controllers of passenger lift
- (c) Door opening system of passenger lift
- (d) lift car panels
- (e) signaling/ control/ indicating devices
- (f) ARD, cables/wires/ rope
- (g) 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.

Signature of tenderer with stamp

Place & Date

## Section (VIII)

### Check List

#### Commercial Conditions

**Design, Supply, Installation, Testing and Commissioning of Passenger Lifts in the Bank's Main Office Building at Hyderabad.**

Sr. No.	Description	Bank's Terms	Acceptance of Bank's terms by tenderer(Yes/No)
1	Validity	120 days from the date of opening of Part – I	
2	EMD	<b>₹ 1,20,000/-</b>	
3	Terms of payment	As per the tender	
	Terms of payment for AMC	Quarterly payment after satisfactory completion of service.	
4	Technical specifications	As per tender	
5	Warranty Period	12 months from the date of handing over of the individual lift including defective material & workmanship.	
6	Terms, Conditions of the comprehensive AMC	As per tender	
7	Service after sales	As per tender	
8	Committed period for lift maintenance	At least 19 years after one-year defect liability period.	
9	Completion period	<b>8 months</b> from 10th day of letter of award of work	
10	Liquidated damages	As per tender	
11	Penalty for delay in providing maintenance service	As per tender	

Tender for DSITC of 3 nos. Passenger lifts at the Bank's Main Office Building, Hyderabad

12	Service facility	Shall be available at Hyderabad / Secunderabad and approachable on telephone, mobile.	
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Part II should not contain any terms and conditions but only priced bill of quantity. Terms and conditions, if any, incorporated in Part II, will make the tender liable for rejection.

Place

Date

Signature of Contractor

Name & Designation

Seal of the firm

## **Annexure I**

### **Proforma for Details for Pre-Qualification**

#### **1. Details in support of the tenderer being the OEM of the offered lift since June 30, 2014**

<b>S. No.</b>	<b>Description</b>	<b>Details to be furnished by the tenderer</b>
1	Name of the Manufacturer of the lift	
2	Date of commencement of Lift manufacturing	
3	Address of the Lift Manufacturing factory / plant	
4	Details of Certificate of registration in support of tenderer being manufacturer of the offered lifts (Attach a copy of the same)	
	(a) Name and address of the certificate issuing authority	
	(b) Date of issue of the certificate	
	(c) Validity of the certificate	

#### **2. Proforma for minimum 7 years of experience**

Copy of work/purchase order (work completed on or before June 30, 2014) of similar works and its completion certificate (of any amount) to be attached to prove the experience of Seven years in this field.

<b>Sr. No.</b>	<b>Name of work and location</b>	<b>Name, Address and Contact details of the principal employer</b>	<b>Work order ref. No. &amp; date</b>	<b>Stipulated date of completion</b>	<b>Actual date of completion</b>

#### **3. Proforma for similar work\* executed during last 5 years**

List of similar Works executed by the applicant during last Seven Years (completed on or after June 30, 2016), to be considered for meeting the eligibility criteria as per format given below:

<b>Sr. No.</b>	<b>Name of work and location</b>	<b>Name, Address and Contact details of the principal employer</b>	<b>Work order ref. No. &amp; date</b>	<b>Value of work</b>	<b>Stipulated date of completion</b>	<b>Actual date of completion</b>	<b>Any other relevant information including reason, if any, for delay in completion of work.</b>

Tender for DSITC of 3 nos. Passenger lifts at the Bank's Main Office Building, Hyderabad

**Similar Work\*:** Design, Supply, Installation, Testing and Commissioning of VVVF Technology based passenger lift with a travel of minimum seven floors (i.e. minimum 7 stops) for large office buildings/commercial premises/industrial houses during last 7 years (works completed on or after June 30, 2016)

**Note:** Copy of Bill of Quantity (BoQ) confirming the VVVF Technology based passenger lift with a travel of minimum seven floors (i.e. minimum 7 stops) shall be submitted.

**4. Proforma for work executed in Hyderabad during last 7 years for which**

List of Works of SITC of lifts executed by the tenderer during last Seven Years in Hyderabad (completed on or after June 30, 2014) and where the lifts are maintained by the tenderer:

S. No.	Name and contact details of Client	Work Details	Date of Completion	Address of Work	Number of lifts	Whether currently under AMC

**5. Turnover**

S. No.	Financial Year	Turnover (Rs.)
1	2020-21	
2	2019-20	
3	2018-19	
4	2017-18	

**6. Details of Service Set up in Hyderabad / Secunderabad**

S. No.	Address of Service Centre	Details of Contact Person (Name, Designation, email-id, Contact No. etc.)	Details of Contact Person for first level escalation (Name, Designation, email-id, Contact No. etc.)	Details of Contact Person for Second level escalation (Name, Designation, email-id, Contact No. etc.)



**7. Details of the requisite ISO Certificate**

<b>S. No.</b>	<b>Particulars</b>	<b>Details</b>
1	Name of organisation issuing the ISO Certificate	
2	Area of operations covered under ISO certificate	
3	Date of issue of the ISO certificate	
4	Date of validity of the ISO Certificate	

**8. Proforma for Details of Bankers**

<b>Sr. No.</b>	<b>Particulars</b>	<b>Banker 1</b>	<b>Banker 2</b>	<b>Banker 3</b>
1	Address			
2	Contact Person			
3	E-mail			
4	Telephone Number			
5	Fax Number			

Signature of Tenderer:

Date

## Annexure II

### **Proforma for bank guarantee in lieu of earnest money deposit**

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

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

WHEREAS \_\_\_\_\_ (Tenderer's name hereinafter referred to as 'Tenderer'), a Company registered under \_\_\_\_\_ and having its registered office at \_\_\_\_\_ is bound to deposit with the Bank by way of earnest money INR \_\_\_\_\_ (INR \_\_\_\_\_ only) in connection with its **Design, Supply, Installation, Testing and Commissioning of 3 nos. Passenger Lifts at the Bank's Main Office Building, Hyderabad** and the specifications and terms and conditions enclosed therein.

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

#### **NOW THIS GUARANTEE WITNESSETH:**

1. That the Surety in consideration of the above Tender made by the Tenderer to the Bank hereby undertakes to guarantee payment on demand without demur to the Bank the said amount of INR \_\_\_\_\_ (INR \_\_\_\_\_ only) within one week from the date of receipt of the demand from the Bank on presentation of this deed of guarantee, which the Tenderer is bound to deposit with the Bank by way of earnest money in connection with his Tender.
2. This guarantee shall not be affected by any infirmity or irregularity on the part of the Tenderer or by the dissolution or any change in the constitution of the Bank, Tenderer or the Surety.
3. The Bank shall be eligible to make any claim under this guarantee if the Tenderer after submitting his Tender, rescinds from his offer or modifies the terms and conditions thereof in a manner not acceptable to the Bank or expresses his unwillingness to accept the order after the Bank has decided to place order with the Tenderer for **Design, Supply, Installation, Testing and Commissioning of 3 nos. Passenger Lifts at the**

**Bank's Main Office Building, Hyderabad.** The Banks' decision in this regard shall be final and binding.

4. The Surety shall not and cannot revoke this guarantee during its currency except with previous consent of the Bank in writing.
5. Notwithstanding anything contained in the foregoing, the Surety's liability under the guarantee is restricted to INR \_\_\_\_\_ (INR \_\_\_\_\_ only).
6. This guarantee shall remain in force and effective up to \_\_\_\_\_ and shall expire and become ineffective thereafter.
7. The Surety will make the payment pursuant to the demand notice issued by the Bank, notwithstanding any dispute that may exist or arise between the Tenderer and the Bank or any other person.
8. Any forbearance, act or omission on the part of the Bank in enforcing any of the conditions of the said tender or showing of any indulgence by the Bank to the tenderer shall not discharge the Surety in any way and the obligations of the Surety under this guarantee shall be discharged only on the intimation thereof being given to the Surety by the Bank.
9. Notwithstanding anything contained hereinabove, unless a demand or claim under this guarantee is made on the Surety in writing on or before \_\_\_\_\_ before 2:00 PM (Indian Standard Time), the Surety shall be discharged from all liabilities under guarantee thereafter and the guarantee ceases to be in effect in all respects whether or not the original Bank Guarantee is returned to the surety. The guarantee is to be returned to the surety within 15 days from the date it ceases to be in force. If the guarantee is not received by the surety within that date, it shall be deemed to be automatically cancelled.
10. The Surety has the power to issue this guarantee under its Memorandum and Articles of Association and the person who is hereby executing this deed has the necessary powers to do so under the Power of Attorney granted to him by the Surety.

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

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

Branch Manager  
(Banker's seal)

**Annexure III**  
**Proforma of undertaking for maintenance confirmation by the tenderer**

To,

The Regional Director  
Reserve Bank of India,  
Estate Department  
Hyderabad

Dear Sir/Madam

**Design, Supply, Installation, Testing and Commissioning of 3 nos. Passenger Lifts at the Bank's Main Office Building, Hyderabad**

We hereby undertake to maintain the lift installed by us in your Premises satisfactorily, for a period of not less than 19 years after expiry of the defect liability/warranty period of one year at the rate quoted by us towards all inclusive maintenance contract, subject to the price revision clause specified in the tender.

Yours faithfully,

For \_\_\_\_\_

**Authorised signatory**

**Annexure IV**  
**Proforma of Bank Guarantee For Security Deposit**

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

No. \_\_\_\_\_ Date \_\_\_\_\_

To:

The Regional Director  
Reserve Bank of India,  
Estate Department  
Hyderabad

Dear Sir

In consideration of your agreeing to accept the security deposit of INR \_\_\_\_ (INR \_\_\_\_ only) furnishable to you by Messrs \_\_\_\_\_ (hereinafter referred to as "the Contractor") in terms of their contract with you for **Design, Supply, Installation, Testing and Commissioning of 3 nos. Passenger Lifts at the Bank's Main Office Building, Hyderabad.** as per their Tender No. \_\_\_\_ dated \_\_\_\_ and your Special Conditions of Contract and other tender documents relating thereto subject to the conditions and alterations mutually agreed upon the set forth or referred to in your Contract No. \_\_\_\_ dated \_\_\_\_ in the form of guarantee from us in the manner hereinafter contained, we \_\_\_\_ (Name of the Bank) do hereby covenant and agree with you as follows :

1. We undertake to indemnify you and keep you indemnified from time to time to the extent of INR \_\_\_\_ ( INR\_\_\_\_ only) against any loss or damage caused to or suffered by or that may be caused to or suffered by you by reason of any breach or breaches on the part of the Contractor of any of the terms and conditions contained in the said Contract and in the event of the Contractor making any default or default in carrying out any of the work under the said Contract or otherwise in the observance and performance of any of the terms and conditions relating thereto in accordance with the true intent and meaning thereof, we shall forthwith on demand pay to you such sum or sums not exceeding in total the said sum of INR \_\_\_\_ ( INR\_\_\_\_ only) as may be claimed by you as your losses and/or damages, costs, charges or expenses by reason of such default on the part of the Contractor.
2. Notwithstanding anything to the contrary, your decision as to whether the Contractor has made any such default or defaults and the amount or amounts to which you are entitled by reasons thereof will be binding on us and we shall not be entitled to ask you to establish your claim or claims under this Guarantee but will pay the same forthwith on your demand without any protest or demur.

Tender for DSITC of 3 nos. Passenger lifts at the Bank's Main Office Building, Hyderabad

3. This guarantee shall continue and hold good until it is released by you on the application by the Contractor after expiry of the relative guarantee period of the said Contract and after the contractor had discharged all his obligations under the said Contract and produced a certificate of due completion of the work under the said contract and submitted a "No Demand Certificate", provided always that this guarantee shall in no event remain in force after the day of \_\_\_\_\_ without prejudice to your claim or claims arisen and demanded from or otherwise notified to us in writing before the expiry of six months from the said date which will be enforceable against us notwithstanding that the same is or are enforced after the said date.
4. Should it be necessary to extend this guarantee on account of any reason whatsoever, we undertake to extend the period of this Guarantee on the request of M/s \_\_\_\_\_ till such time as may be mutually decided by you and M/s \_\_\_\_\_.
5. You will have the fullest liberty without effecting this guarantee from time to time to vary any of the terms and conditions of the said contract or extend the time of performance of the Contractor or to postpone for any time or from time to time any of your rights or powers against the Contractor and either to enforce or forbear to enforce any of the terms and conditions of the said Contract and we shall not be released from our liability under this guarantee by the exercise of your liberty with reference to matters aforesaid or by reason of any time being given to the Contractor or any other forbearance, act or omission on your part or any indulgence by you to the Contractor or by any variation or modification of the said contract or any other act, matter or things whatsoever, which under the law relating to sureties would but for the provisions hereof have the effect of so releasing us from our liability hereunder provided always that nothing herein contained will enlarge our liability hereunder beyond the limit of INR \_\_\_\_\_ (INR \_\_\_\_\_ only) as aforesaid.
6. This guarantee shall not in any way be affected by your taking or varying or giving up any securities from the Contractor or any other person, firm or company on its behalf or by the winding up, dissolution, insolvency or death as the case may be, of the Contractor.
7. In order to give full effect to the guarantee herein contained you shall be entitled to act as if we were your principal debtors in respect of all your claims against the Contractor hereby guaranteed by us as aforesaid and we hereby expressly waive all our rights of surety-ship and other rights, if any, which are in any way inconsistent with any of the provisions of this guarantee.
8. Subject to the maximum limit of our liability as aforesaid, this guarantee will cover all your claim or claims against the contractor from time to time arising out of or in relation to the said contract and in respect of which your claim in writing is lodged on us before expiry of six months from the date of expiry of this guarantee.
9. Any notice by way of demand or otherwise hereunder may be sent by special courier, telex, fax or registered post to our local address as aforesaid and if sent by post, it shall be deemed to have been given when the same has been posted.
10. This guarantee and the powers and provisions herein contained are in addition to and not by way of limitation of or substitution for any other guarantee or guarantees heretofore given to you by us (whether jointly with others or alone) and now existing un-

cancelled and that this guarantee is not intended to and shall not revoke or limit such guarantee or guarantees.

11. This guarantee shall not be affected by any change in the constitution of the contractor or us nor shall it be affected by any change in your constitution or by any amalgamation or absorption thereof or therewith but will endure to the benefit of and be available to and enforceable by the absorbing or amalgamated company or concern.
12. Any forbearance, act or omission on the part of the Bank in enforcing any of the conditions of the said tender or showing of any indulgence by the Bank to the Tenderer shall not discharge the Surety in any way and the obligations of the Surety under this guarantee shall be discharged only on the intimation thereof being given to the Surety by the Bank.
13. This guarantee is irrevocable during the period of its currency and shall not be revoked without your previous consent in writing.
14. We further agree and undertake to pay you without demur the amount demanded by you in writing notwithstanding any difference or dispute or controversy that may exist or arise between you and contractor or any other person.
15. Notwithstanding anything contained herein above our liability under this guarantee is restricted to INR \_\_\_\_\_ (INR \_\_\_\_\_ only). Unless a written claim is lodged on us for payment under this guarantee within six months from the date of expiry, including extensions if any, of this guarantee all your rights under the guarantee shall be forfeited and we shall be deemed to have been released and discharged from all liabilities thereunder, irrespective of whether or not the original guarantee is returned to us.
16. We have power to issue this guarantee in your favour under the Memorandum and Articles of Association of our Bank and the undersigned has full power to execute this Guarantee under the Power of Attorney granted to him by the Bank.

#### SIGNED AND DELIVERED

(For & on behalf of the above named Bank)

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

BRANCH MANAGER  
(Banker's Seal)

Address \_\_\_\_\_

## Annexure - V

### CLIENT's CERTIFICATE REG. PERFORMANCE OF CONTRACTOR

Name & address of the Client

Details of Works executed by M/s

1 (a) Name of work with brief particulars

(b) Type , no. and capacity of Lifts

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/<br>Good/Satisfactory/poor |
| d) Mobilization of manpower     | Outstanding/Very Good/<br>Good/Satisfactory/poor |
| e) General behavior             | Outstanding/Very Good/<br>Good/Satisfactory/poor |

Note : All columns should be filled in properly countersigned”

\*

Reporting Officer\* with Office seal

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

**Annexure - VI**

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

To,  
Regional Director,  
Reserve Bank of India,  
Hyderabad

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 - VII

### FORMAT FOR POWER OF ATTORNEY FOR SIGNING OF PROPOSAL (On Non-Judicial Stamp Paper of appropriate value)

Know                    all                    men                    by                    these                    presents,  
We.....(Name of the Bidder and address  
of their registered office) do hereby constitute, appoint and authorise Mr. / Ms.  
.....(Name and  
residential address of Power of Attorney holder) who is presently employed with us and  
holding the position of .....  
as our attorney, to do in our name and on our behalf, all such acts, deeds and things  
necessary in connection with or incidental to our bid for the Tender for Design, Supply,  
Installation, Testing and Commissioning of 3 nos. Passenger Lifts at the Bank's Main  
Office Building, Hyderabad. on Item Rate Contract basis for Reserve Bank of India  
including signing and submission of all documents and providing information / responses  
to 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.

Note:

Power of Attorney should be properly stamped and notarized  
Power of Attorney furnished shall be irrevocable.

Signature/(s) of the Bidder

Name/(s)

Stamp/Seal of the Bidder

(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).

## **Annexure-VIII**

### **Articles of Agreement**

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

WHEREAS the Employer is desirous of Design, Supply, Installation, Testing and Commissioning of 3 No. of Passenger Lifts & their Comprehensive Annual Maintenance Contract (CAMC) in the Bank's Main Office Premises, Hyderabad. (hereinafter called "the said work") and has caused specifications and schedule of quantities describing the work to be done.

AND WHEREAS the said 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 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 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 Employer and the contractor in connection with the said work 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.

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 8 months subject nevertheless to the provisions for extension of time.

the Contractor hereby agrees to complete the entire site related work of each lift (dismantling of existing old lifts front wall modification for all the floors if required, installation, testing and Commissioning of new lift) within the allowed shutdown period of 6 weeks subject nevertheless to the provisions for extension of time.

This contract is neither a fixed lump sum contract nor an item rate contract but is a contract to carry out the work in respect of provision of the passenger lifts and their maintenance for a period of 20-yrs. (1-yr. as defect liability period & subsequently for 19-yrs under their Comprehensive Annual Maintenance Contract 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 the said work 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.

### **All inclusive Comprehensive Annual Maintenance Contract (CAMC)**

1. On successful completion of one year defect liability period from the date of virtual completion of the work, the rate for the first year CAMC shall be Rs. ....per annum as quoted by the tenderer in their tender.

2. The CAMC shall be further renewed for period of 18 years and the rate for the same shall be worked out as per the following formula:

$$A_C = \frac{A_P}{100} \left( 50 \times \frac{MP_C}{MP_P} + 50 \times \frac{WI_C}{WI_P} \right)$$

$A_C$	=	The contract amount for the current year.
$A_P$	=	The contract amount for the previous year.
$MP_C$	=	Wholesale Price Index for metal products 6 months prior to the commencement date of contract for the current year.
$MP_P$	=	Wholesale Price Index for metal products 6 months prior to the commencement date of contract for the previous year.
$WI_C$	=	Consumer Price Index for industrial workers (Hyderabad) 6 months prior to commencement date of contract for the current year.
$WI_P$	=	Consumer Price Index for industrial workers (Hyderabad) 6 months prior to commencement date of contract for the previous year.

### **Scope of works during Defect Liability Period and CAMC Period**

The scope of work shall include the following:

- (i) Routine servicing/ troubleshooting/ setting/ adjustments/ cleaning/ lubrication/ checking of safeties etc. to ensure smooth and trouble free working of the lift.
- (ii) Repairs/ replacement to the lift including re-loading software etc. in the event of any breakdown including replacement of spares/ components/ sub-system/ cards/ motors/ ropes and any other component, part or whole, which may need replacement/ repairs.

- (iii) Import of spares and stocking them shall be responsibility of the tenderer. Non-availability of spares/ components will not be accepted as a reason for waiving of penalty towards delay in rendering prompt service.
- (iv) All 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 firm shall also ensure that the required spares etc. for proper maintenance are readily available with them for the complete life span of the lift.

**Penalty for delay in service:** Penalty for delay in service during defect liability period (DLP) and CAMC period: -

- I. During the currency of the Annual Maintenance Service Contract/DLP, all care shall be taken so that the downtime of any lift is kept minimum and the lift shall be attended immediately and maximum within 3 hours of lodging the complaint.
- II. In case, the lift remains under breakdown for more than a day (requiring repair other than major repair), a penalty equivalent to 4 times the daily rate of Comprehensive AMC charges per lift shall be recovered from the payment due to the contractor subject to maximum of 50% of the total AMC charges 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.
- III. If any major repair resulting in stoppage of the lift is not rectified within 3 days, then a penalty equivalent to 4 times the daily rate of Comprehensive AMC charges per lift shall be recovered from the payment due to the contractor subject to maximum of 50% of the total AMC charges 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 bearings, gears etc. in gear box
  - (d) Replacement of guide shoes for the car and counter weight
  - (e) Replacement of trailing cables/ control wiring
  - (f) VVVF Controller replacement

### **Payment towards CAMC**

The payment towards CAMC charges will be made every quarter after satisfactory completion of the service.

### Performance Bank Guarantee:

After Completion of works but before expiry of the BG submitted for due fulfilment of execution of work, the contractor shall furnish a new BG, in the form prescribed by the Bank as per [Annexure IV](#), for due fulfilment of the terms and obligations of the DLP and CAMC contract, for an amount equal to 10% of the Capital cost of work for initial 10 years and thereafter for an amount of 5% of the Capital cost of work for the remaining 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.

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

All disputes arising out of or in any way connected with this Agreement shall be deemed to have arisen at Hyderabad and only Courts in Hyderabad 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 authorised 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

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

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

If the Contractor signs under common seal, the signature clause should

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

If the Contractor is signing by the hand of



**SECTION (IX) - UNPRICED BILL OF QUANTITY**

**Passenger Lifts**

<b>Sr.No</b>	<b>Description of item</b>	<b>Qty.</b>	<b>Unit</b>
1.	Design, Supply, installation, testing and commissioning of 13 passenger lift (884 kg) as per detailed specifications and as per the scope of the work for serving the floors as follows. Please refer to the data sheet along with detailed specifications and the scope of work in Part- I. Rate shall also be inclusive of <ul style="list-style-type: none"><li>• All taxes including GST etc.as applicable and</li><li>• Insurance Premium as per tender, transport, handling etc as required</li></ul> Note: All the three lifts shall work in triplex control mode		
(a)	Ground+5 Upper floors	2	No.
(b)	Basement+Ground+5 Upper floors	1	No.
2.	Rebate for dismantling and taking away all equipment of existing old lifts	3	No.
3.	<b>Comprehensive annual maintenance contract charges</b>		
	(a) Comprehensive annual maintenance contract charges <b>for Passengers Lifts</b> as specified above, including spares as per terms and conditions specified in Part I of the tender (Rate excluding GST or any other tax).	3	Nos.
	(b) Amount of GST on AMC Charges	3.	Nos.
	(c) Amount of any other taxes on AMC applicable.	3	Nos.

## Part II (Price Bid)

Sr.No	Description of item	Qty.	Unit	Rate	Amount
1.	Design, Supply, installation, testing and commissioning of 13 passenger lift (884 kg) as per detailed specifications and as per the scope of the work for serving the floors as follows. Please refer to the data sheet along with detailed specifications and the scope of work in Part- I. Rate shall also be inclusive of <ul style="list-style-type: none"> <li>All taxes including GST etc.as applicable and</li> <li>Insurance Premium as per tender, transport, handling etc as required</li> </ul> Note: All the three lifts shall work in triplex control mode				
(a)	Ground+5 Upper floors	2	No.		
(b)	Basement+Ground+5 Upper floors	1	No.		
2.	Rebate for dismantling and taking away all equipment of existing old lifts	3	Nos.		
3.	<b>Comprehensive annual maintenance contract charges</b>				
	(a) Comprehensive annual maintenance contract charges <b>for Passengers Lifts</b> as specified above, including spares as per terms and conditions specified in Part I of the tender (Rate excluding GST or any other tax).	3	Nos.		
	(b) Amount of GST on AMC Charges	3.	Nos.		
	(c) Amount of any other taxes on AMC applicable.	3	Nos.		