



निविदा आमंत्रण सूचना

भारतीय रिजर्व बैंक, हैदराबाद, हैदराबाद के आमीरपेट स्थित बैंक के अधिकारी आवासों में 10 नं. MRL यात्री लिफ्टों का डिज़ाइन, आपूर्ति, स्थापना, परीक्षण एवं कमीशनिंग करने के लिए एमएसटीसी के माध्यम से ई-निविदा आमंत्रित करता है। ई-टेंडर और डिटेल्ड टेंडर नोटिस एमएसटीसी लिमिटेड के ई-टेंडरिंग पोर्टल (<https://www.mstcecommerce.com/eprocn>) पर "टेंडर्स" मेन्यू के तहत भी उपलब्ध है।

2. सभी इच्छुक और योग्य कंपनियों/फर्मों को टेंडरिंग प्रोसेस में भाग लेने के लिए ऊपर बताई गई वेबसाइट के ज़रिए एमएसटीसी के साथ खुद को रजिस्टर करना होगा।

3. ई-टेंडर की अनुसूची इस प्रकार है:

ई-निविदा संख्या	आरबीआई/हैदराबाद क्षेत्रीय कार्यालय/एस्टेट/46/25-26/ईटी/1018
कार्य का वर्णन	हैदराबाद के आमीरपेट स्थित बैंक के अधिकारी आवासों में 10 नं. MRL यात्री लिफ्टों का डिज़ाइन, आपूर्ति, स्थापना, परीक्षण एवं कमीशनिंग
निविदा का तरीका	ई-निविदा ऑनलाइन भाग I - तकनीकी-वाणिज्यिक बोली और भाग II - मूल्य बोली https://www.mstcecommerce.com/eprocn के माध्यम से
अनुमानित लागत	₹170 लाख (केवल एक सौ सत्तर लाख रुपये)
एनआईटी की तिथि (निविदा आमंत्रण सूचना) पार्टियों के लिए डाउनलोड हेतु उपलब्ध	17 फ़रवरी 2026 को 18:00 बजे से
बोली-पूर्व बैठक (ऑफ़लाइन)	12 मार्च 2026 को पूर्वाह्न 11:00 बजे (स्थान: भारतीय रिजर्व बैंक, संपदा विभाग, पहली मंजिल, सचिवालय रोड, सैफाबाद, हैदराबाद - 500004)। नोट: प्रतिभागियों को आवश्यक व्यवस्था करने के लिए एक दिन पहले ईमेल आईडी estatehyderabad@rbi.org.in , vtirupathirao@rbi.org.in और akkakani@rbi.org.in पर अपनी भागीदारी की पुष्टि करनी होगी।
बयाना राशि जमा (ईएमडी)	₹3,40,000/- (केवल तीन लाख चालीस हजार रुपये) 24 मार्च 2026 को अपराह्न 13:00 बजे से पहले भारतीय रिजर्व बैंक, हैदराबाद के पक्ष में एनईएफटी / डिमांड ड्राफ्ट / अपरिवर्तनीय बैंक गारंटी (बीजी) के रूप में अनुलग्नक-ई में दिये गए बैंक के प्रारूप में। एनईएफटी के लिए विवरण IFSC कोड - RBISONEFTHY (पांचवां अंक शून्य है) खाता क्रमांक - 8614038 लाभार्थी का नाम: भारतीय रिजर्व बैंक, हैदराबाद टिप्पणियाँ: एस्टेट, यात्री लिफ्टों का डीएसआईटीसी, आपकी फर्म का नाम प्रतिभागियों को उनके द्वारा दी गई ईएमडी का विवरण ई-मेल के माध्यम से estatehyderabad@rbi.org.in , vtirupathirao@rbi.org.in और akkakani@rbi.org.in पर देना होगा।

	बैंक गारंटी/डीडी को 24 मार्च 2026 को अपराह्न 13:00 बजे से पहले व्यक्तिगत रूप से संपदा विभाग, भारतीय रिजर्व बैंक, मुख्य कार्यालय भवन, हैदराबाद में जमा करना होगा।
ईएमडी जमा करने की अंतिम तिथि	24 मार्च 2026 को 13:00 बजे तक
ऑनलाइन तकनीकी-वाणिज्यिक बोली और मूल्य बोली जमा करने के लिए ई-निविदा शुरू होने की तिथि	17 फ़रवरी 2026 को 18:00 बजे से
तकनीकी-वाणिज्यिक बोली और मूल्य बोली जमा करने के लिए ऑनलाइन ई-निविदा बंद होने की तिथि	24 मार्च 2026 को 13:00 बजे
भाग-1 (तकनीकी-वाणिज्यिक बोली) खोलने की तिथि	24 मार्च 2026 को 14:00 बजे
भाग-2 (मूल्य बोली) खोलने की तिथि	भाग-1 की जांच पर निर्णय लिया जाएगा और पात्र बोलीदाताओं को सूचित किया जाएगा।

4. पात्रता मानदंड:

- i. टेंडर देने वाला, उनके द्वारा ऑफर की जा रही पैसेंजर लिफ्ट का ओरिजिनल इक्विपमेंट मैनुफैक्चरर (OEM) होना चाहिए, कम से कम पिछले 7 सालों से, यानी 31 दिसंबर, 2018 से पहले मैनुफैक्चरर के तौर पर मौजूद होना चाहिए।
- ii. टेंडर देने वाले के पास बड़ी ऑफिस बिल्डिंग/कमर्शियल जगह/इंडस्ट्रियल घर/रहने की जगह के लिए पैसेंजर लिफ्ट के डिजाइन, सप्लाई, इंस्टॉलेशन, टेस्टिंग और कमीशनिंग (DSITC) के फील्ड में कम से कम 7 साल का एक्सपीरियंस होना चाहिए (काम 31 दिसंबर, 2018 को या उससे पहले पूरा हो जाना चाहिए)।
- iii. निविदाकर्ता ने पिछले 5 वर्षों के दौरान बड़े कार्यालय भवनों/व्यावसायिक परिसरों/औद्योगिक घरानों/आवासीय परिसरों के लिए न्यूनतम चार मंजिलों (यानी न्यूनतम 4 स्टॉप) की यात्रा के साथ वीवीवीएफ प्रौद्योगिकी-आधारित यात्री लिफ्टों के डीएसआईटीसी के समान कार्यों को सफलतापूर्वक निष्पादित किया होना चाहिए (31 दिसंबर, 2020 को या उसके बाद पूर्ण किए गए कार्य) व्यक्तिगत रूप से निम्नलिखित लागत के अनुसार:
 - (a) तीन कार्य, प्रत्येक की लागत, अनुमानित लागत के 40% के बराबर राशि से कम नहीं होनी चाहिए
या
 - (b) दो कार्य, जिनमें प्रत्येक की लागत अनुमानित लागत के 50% के बराबर राशि से कम नहीं होनी चाहिए
या
 - (c) एक कार्य, जिसकी लागत अनुमानित लागत के 80% के बराबर राशि से कम नहीं होनी चाहिए।
- iv. टेंडर देने वाले का पिछले 3 फाइनेंशियल ईयर (FY 2022-23, 2023-24, 2024-25) में कम से कम 170.00 लाख रुपये का सालाना टर्नओवर होना चाहिए।
- v. टेंडर देने वाले के पास हैदराबाद/सिकंदराबाद में लिफ्ट के लिए पूरा सर्विस सेट अप होना चाहिए।

vi. टेंडर देने वाले ने पिछले 7 सालों में हैदराबाद/सिकंदराबाद में इस टेंडर में बताई गई मेक की कम से कम दस पैसेंजर लिफ्ट लगाई हों और अभी टेंडर देने वाले को एनुअल मेंटेनेंस कॉन्ट्रैक्ट के तहत उनकी देखभाल करनी चाहिए।

vii. टेंडर देने वाले के पास पैसेंजर लिफ्ट के लिए वैलिड क्वालिटी स्टैंडर्ड सर्टिफिकेशन होना चाहिए जो मैनुफैक्चरिंग, इंस्टॉलेशन, टेस्टिंग, कमीशनिंग और मेंटेनेंस के लिए IS/ISO-9001:2015 के अनुसार हो, जैसा कि बदला गया है।

viii. सॉल्वेंसी: टेंडर देने वाले को काम की अनुमानित लागत (Rs.170.00 लाख) के बराबर रकम के लिए संबंधित बैंक से जारी सॉल्वेंसी सर्टिफिकेट देना होगा।

5. टेंडर देने वाले को नीचे दी गई जानकारी लिखकर देनी होगी और टेंडर के पार्ट I के साथ ज़रूरी डॉक्यूमेंट्स की कॉपी अपलोड करनी होगी। इसके अलावा, कॉन्ट्रैक्टर को आगे की टेंडरिंग प्रोसेस के लिए क्वालिफ़ाई करने के लिए मांगे जाने पर बैंक को डॉक्यूमेंट्स की ओरिजिनल कॉपी जमा करनी होगी:

(ए)	फर्म की संरचना	कॉन्ट्रैक्टर की फर्म की पूरी जानकारी (चाहे कॉन्ट्रैक्टर कोई व्यक्ति हो, या पार्टनरशिप फर्म हो, या कंपनी वगैरह) डिटेल् में, पार्टनर के नाम और पते, आर्टिकल्स ऑफ़ एसोसिएशन/पावर ऑफ़ अटॉर्नी/दूसरे ज़रूरी डॉक्यूमेंट की कॉपी के साथ जमा करनी होगी।
(बी)	काम का अनुभव और तय समय में तय कीमत के मिलते-जुलते काम पूरे करना	काम के अनुभव के सबूत के तौर पर, क्वालिफ़ाइंग कामों के लिए डिटेल्ड वर्क ऑर्डर की कॉपी, जिसमें काम देने की तारीख, काम की कीमत, काम पूरा करने के लिए दिया गया समय वगैरह लिखा हो, और उससे जुड़े कंप्लीशन सर्टिफिकेट, जिसमें काम पूरा होने की असली तारीख और किए गए वैसे ही कामों की असली कीमत लिखी हो, साथ में लगाने होंगे। किसी भी सेंटर पर रिज़र्व बैंक ऑफ़ इंडिया के लिए काम करने के पिछले अनुभव, अगर कोई हो, तो उसके डॉक्यूमेंट्री सबूत के साथ डिटेल्स भी देनी होंगी।
(सी)	कॉन्ट्रैक्टर की क्रेडिट योग्यता और तय समय के दौरान उनका टर्नओवर	इनकम टैक्स क्लीयरेंस सर्टिफिकेट/इनकम टैक्स असेसमेंट ऑर्डर की कॉपी, साथ ही कॉन्ट्रैक्टर के बिज़नेस के लेटेस्ट फ़ाइनल अकाउंट, जो चार्टर्ड अकाउंटेंट से सर्टिफ़ाई किए गए हों, उनकी क्रेडिट योग्यता और पिछले तीन सालों के टर्नओवर के सबूत के तौर पर अटैच किए जाने चाहिए।
(डी)	बैंकर्स और उनके मौजूदा कॉन्ट्रैक्ट एग्जीक्यूटिव्स के नाम और पते	अपने बैंकर्स के नाम और पते के बारे में लिखी हुई जानकारी, साथ ही कॉन्ट्रैक्ट एग्जीक्यूटिव्स (यानी वे लोग जिनसे ज़रूरत पड़ने पर बैंक अपने बैंकर्स के ऑफिस में संपर्क कर सकता है) की पूरी जानकारी, जैसे नाम, पोस्टल एड्रेस, ई-मेल ID, टेलीफोन (लैंडलाइन और मोबाइल) नंबर, फ़ैक्स नंबर वगैरह दी जानी चाहिए।
(ई)	बैंक खातों का विवरण	नके बैंक खातों का पूरा विवरण दिया जाना चाहिए, जैसे खाता संख्या, प्रकार, कब खोला गया आदि।
(एफ)	ग्राहकों और उनके वर्तमान संपर्क अधिकारियों के नाम और पते	अपने ग्राहकों के नाम और पते के बारे में लिखित जानकारी के साथ-साथ संपर्क अधिकारियों (अर्थात् वे व्यक्ति जिनसे बैंक द्वारा आवश्यकता पड़ने पर अपने ग्राहकों के कार्यालय में संपर्क किया जा सकता है) के पूर्ण विवरण, जैसे नाम, डाक पते, ई-मेल आईडी, टेलीफोन (लैंडलाइन और मोबाइल) नंबर, फ़ैक्स नंबर आदि अपलोड किए जाने चाहिए।

(जी)	पूर्ण किये गये कार्यों का विवरण	कार्य(ओं) के ग्राहकवार नाम, कार्य(ओं) के निष्पादन का वर्ष, निष्पादित कार्य(ओं) की प्रदान की गई और वास्तविक लागत, अनुबंध में निर्धारित समापन समय और कार्य(ओं) को पूरा करने में लगा वास्तविक समय, अधिकारियों/प्राधिकारियों/विभागों के नाम और पूर्ण संपर्क विवरण जिनके अधीन कार्य निष्पादित किया गया था, अपलोड किया जाना चाहिए।
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- a) प्रीकालिफिकेशन की डिटेल्स के लिए प्रोफॉर्मा (अनुलग्नक-I)
- b) टेंडर देने वाले द्वारा मेंटेनेंस कन्फर्मेशन के लिए अंडरटेकिंग का प्रोफॉर्मा (अनुलग्नक-III)
- c) कॉन्ट्रैक्टर के परफॉर्मेंस के बारे में क्लाइंट का प्रोफॉर्मा सर्टिफिकेट (अनुलग्नक-V)
- d) किसी शेड्यूल बैंक से बैंकर्स सर्टिफिकेट का प्रोफॉर्मा (अनुलग्नक-VI)
- e) प्रपोज़ल पर साइन करने के लिए पावर ऑफ़ अटॉर्नी का प्रोफॉर्मा (अनुलग्नक-VII)
- f) भारत के साथ लैंड बॉर्डर शेयर करने वाले देश के बारे में बिडर द्वारा अंडरटेकिंग / डिक्लेरेशन / सर्टिफिकेट के लिए प्रोफॉर्मा (अनुलग्नक-IX)
- g) पब्लिक इंस्टीट्यूशन्स के डिबारमेंट का अंडरटेकिंग / डिक्लेरेशन (अनुलग्नक-X)

नोट (ग्राहक प्रमाणपत्र के संबंध में):

क्लाइंट का सर्टिफिकेट तभी माना जाएगा जब उस पर किसी सरकारी/सेमी-गवर्नमेंट ऑर्गनाइज़ेशन या PSU के एग्जीक्यूटिव इंजीनियर/सुपरिंटेंडेंट इंजीनियर या उसके बराबर रैंक के अधिकारी के साइन हों और उसके साथ कॉन्ट्रैक्टर को उसके किए गए काम के लिए मिले पेमेंट का सही सबूत हो। प्राइवेट ऑर्गनाइज़ेशन द्वारा जारी क्लाइंट के सर्टिफिकेट के साथ टैक्स डिडक्टेड एट सोर्स (TDS) सर्टिफिकेट भी होने चाहिए। बैंक को इन सर्टिफिकेट और एलिजिबिलिटी क्राइटेरिया के सपोर्ट में जमा किए गए क्रेडेंशियल को खुद से वेरिफाई करने का अधिकार होगा।

6. बैंक टेंडर की प्राइस बिड के मूल्यांकन से पहले बताई गई रिपोर्ट का मूल्यांकन करेगा। अगर किसी भी समय किसी टेंडरर के पास टेंडरिंग प्रोसेस में हिस्सा लेने के लिए ज़रूरी योग्यता नहीं पाई जाती है और/या उसके क्लाइंट और/या उसके बैंकों से मिली उसकी परफॉर्मेंस रिपोर्ट संतोषजनक नहीं पाई जाती है, तो बैंक टेंडर का पार्ट-I खुलने के बाद भी उसके ऑफ़र को रिजेक्ट करने का अधिकार रखता है। बैंक ऐसा करने के लिए कोई कारण बताने के लिए बाध्य नहीं है।

7. टेंडर डॉक्यूमेंट MSTC की वेबसाइट यानी www.mstcecommerce.com पर 17 फरवरी, 2026 को शाम 18:00 बजे से उपलब्ध होंगे। टेंडर डॉक्यूमेंट और सभी सपोर्टिंग डॉक्यूमेंट पर टेंडर करने वाले को सही तरीके से स्टैम्प और साइन करना होगा और उन्हें MSTC पोर्टल पर अपलोड करना होगा। ई-टेंडर डॉक्यूमेंट के पार्ट I और सपोर्टिंग डॉक्यूमेंट की जांच के बाद, अगर किसी भी फर्म के पास ज़रूरी योग्यता नहीं पाई जाती है, तो उनके ई-टेंडर को आगे की प्रोसेसिंग के लिए बैंक स्वीकार नहीं करेगा। पार्ट-II (प्राइस बिड) खुलने की तारीख सभी एलिजिबल टेंडरर्स को पार्ट-I डॉक्यूमेंट्स की जांच के बाद बताई जाएगी। अगर टेंडरर बैंक को सैटिस्फाई नहीं कर पाता है, तो बैंक उनके द्वारा सबमिट की गई बिड को रिजेक्ट करने का अधिकार रखता है।

8. टेंडरर की एक प्री-बिड मीटिंग (ऑफ-लाइन मोड) 12 मार्च, 2026 को सुबह 11.00 बजे एस्टेट डिपार्टमेंट, पहली मंज़िल, मेन ऑफिस बिल्डिंग, रिज़र्व बैंक ऑफ़ इंडिया, हैदराबाद में होगी। सभी होने वाले टेंडरर को इस टेंडर के स्कोप को समझने/अगर कोई क्लैरिफिकेशन चाहिए, तो उसे लेने के लिए प्री-बिड मीटिंग में आना होगा। टेंडर में बताए गए बैंक के टर्म्स एंड कंडीशंस में कोई भी बदलाव स्वीकार नहीं किया जाएगा। सही तरीके से भरे गए टेंडर डॉक्यूमेंट्स 24 मार्च, 2026 को दोपहर 1:00 बजे तक MSTC पोर्टल पर अपलोड कर दिए जाएंगे।

9. बैंक सबसे कम कीमत वाला टेंडर स्वीकार करने के लिए मजबूर नहीं है और किसी भी टेंडर को पूरी तरह या कुछ हिस्से में स्वीकार करने का अधिकार रखता है। इसलिए, बैंक बिना कोई कारण बताए सभी टेंडर रिजेक्ट करने का अधिकार भी रखता है।

हैदराबाद
दिनांक: 17 फरवरी, 2026

क्षेत्रीय निदेशक
भारतीय रिजर्व बैंक
हैदराबाद



**Reserve Bank of India
Estate Department
Hyderabad**

**e-Tender
for**

**Design, Supply, Installation, Testing and Commissioning of 10 Nos. of MRL
Passenger Lifts in the Bank's Officers Quarters at Ameerpet, Hyderabad**

e-Tender No: RBI/Hyderabad Regional Office/Estate/46/25-26/ET/1018

Part - I

Name of the Tenderer: _____

Address: _____

- Date of Notice for Inviting Tender : February 17, 2026**
- Date of Starting of Tender submission : February 17, 2026 from 18:00 hrs.**
- Date of pre-bid meeting : March 12, 2026 at 11:00 hrs.**
- Due date & time for Submission of tender : March 24, 2026 up to 13:00 Hrs.**
- Date & time of opening Part I of tender : March 24, 2026 up to 14:00 Hrs.**
- Date & time of opening Part II of tender : Shall be decided on scrutiny of Part I**

Important instructions for e-procurement of MSTC Portal

This is an e-procurement event of RBI. The e-procurement Service Provider/Contractor is the MSTC Limited.

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

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 Techno-Commercial Bid as well as Price Bid over the internet will be done. The Vendor should possess Class III signing and encryption type digital certificate. Vendors are to make their own arrangement for bidding from a P.C. connected with Internet. RBI is not responsible for making such arrangement. (Bids will not be recorded without Digital Signature).

SPECIAL NOTE: THE PRICE BID AND THE COMMERCIAL BID HAS TO BE

SUBMITTED ON-LINE ONLY AT www.mstcecommerce.com/eprocn/ (Version 3)

1) Vendors are required to register themselves online with www.mstcecommerce.com/eprocn/

Register as Vendor -- Filling up details and creating own user id and password Submit. For further details, go to Download Guide / Video / Registration

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 MSTC/ RBI, (before the scheduled time of the e-tender).

Contact details:

a) Contact person (MSTC) For Vendors:

HO Central Help Desk: (For vendors)

Phone Number: 07969066600

helpdeskho@mstcindia.in (Please mention "HO Helpdesk" as subject while sending emails)

Availability

9:30 AM to 5:00 PM on all working days for all Technical issues e-Tenders, System settings etc.

b) Contact person (MSTC)

(Telangana Regional Office) Phone Number: (040) 23301039

e-mail id: mstchyd@mstcindia.in

c) Contact person (RBI):

1. Shri. Sunil Kumar Barnwal, AGM (Electrical), Estate Department, 040-23267143
2. Shri. Tirupathi Rao Velamala, Manager, Estate Department, 040-23267155
3. Shri K P Chaithanya Ram, JE(Electrical), Estate Department, 040-23267117.
4. Shri Ajay Kumar Kakani, Assistant, Estate Department, 040-23267109.

B) System Requirements:

For details, vendor may refer to the **DOWNLOAD SYSTEM SETTING GUIDE** available at <https://www.mstcecommerce.com/eprocn/>

Special Note towards Transaction fee:

The vendors shall pay the transaction fee using “Transaction Fee Payment” Link against the specific tender in the “Bid Floor”/through the “Pay Transaction fee” in “Event catalog” through their login. Service Provider / Contractor / Vendor shall have the facility of making the payment either through NEFT or Online Payment. On selecting NEFT, Service Provider / Contractor / Vendor shall generate a challan by filling up a form. Service Provider / Contractor / 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, Service Provider / Contractor / 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.

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.

Information about tenders / corrigenda 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 the MSTC Ltd. Vendors are also requested to ensure validity of their class III signing and encryption type of DSC (Digital Signature Certificate). Vendors are also requested to ensure validity of their DSC (Digital Signature Certificate).

e-tender cannot be accessed after the due date and time mentioned in NIT.

Bidding in e-tender:

Note: Vendors are instructed to use Upload Documents link in My menu to upload documents in document library. Multiple documents can be uploaded. Maximum size of single document for upload is 5 MB.

Once documents are uploaded in the library, vendors can attach documents through Attach Document link against the particular e-Tender. Please note that if the documents are not attached to any e-Tender, the same cannot be downloaded by RBI and it will be deemed that the vendor has not submitted the documents. For further assistance please follow instructions of vendor guide.

a) Bidder(s) need to submit necessary EMD, E-Tender fees (If ANY) and Transaction fee separately for the e-tender. Transaction fees if any are non-refundable. No interest will be paid on EMD. EMD of the unsuccessful bidder(s) will be refunded by RBI.

b) The process involves Electronic Bidding for submission of Techno Commercial Bid as well as Price Bid.

The bidder(s) who have submitted the above fees can only submit their Techno Commercial Bids and Price Bid through internet in MSTC website www.mstcecommerce.com → e-procurement → New Common Portal → Bid Floor Manager → live event → Selection of the live event → Transaction fee → Common terms → Attach Documents → Price Bid.

Please Note: The vendor after successful remittance of the transaction fees and EMD details, will get the attach documents and common terms tab enabled in their login. Post successful completion of this step, the vendors will be allowed to save the lot specific terms and submit their price bid against the lot through the portal or download and upload the excel file for submitting price bids, as the case may be. In case the attach documents and/or saving common terms step is unsuccessful, the tabs for saving lot specific terms and submitting price bid would be disabled. The status of whether the same is successful/pending would be displayed in the bid status button.

c) First the vendor needs to fill up the Commercial specification if any and save it. Then the vendor should fill up the Techno-commercial bid. After filling the Techno-Commercial Bid, bidder should click 'save' for recording their Techno-Commercial bid. Once the same is done, the Price Bid link becomes active and the same has to filled up and then bidder should click on "save" to record their price bid. Then once both the Techno-Commercial bid & price bid has been saved, the bidder can click on the "Final Submission" button to register their bid.

NOTE: - After clicking the final submission "Delete bid" option would be shown. If the vendor wants to delete the bid after final submission and re submit the bid, then he/she should click delete bid and resubmit the same and again click final submission.

- d) In all cases, bidder should use their own ID and Password along with Digital Signature at the time of submission of their bid.
- e) During the entire e-tender process, the bidders will remain completely anonymous to one another and also to everybody else.
- f) The e-tender floor shall remain open from the pre-announced date & time and for as much duration as mentioned above.
- g) All electronic bids submitted during the e-tender process shall be legally binding on the bidder. Any bid will be considered as the valid bid offered by that bidder and acceptance of the same by the Buyer will form a binding contract between Buyer and the Bidder for execution of supply/work. Such successful tenderer shall be called hereafter SUPPLIER/CONTRACTOR.
- h) It is mandatory that all the bids are submitted with class III signing and encryption type of digital signature certificate otherwise the same will not be accepted by the system.
- i) 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.
- j) No deviation of the terms and conditions of the e-Tender document is acceptable. Submission of bid in the e-tender floor by any bidder confirms his acceptance of terms & conditions for the e-Tender.
- k) Unit of Measure (UOM) is indicated in the e-tender Floor. Rate to be quoted should be in Indian Rupee as per UOM indicated in the e-tender floor/tender document.
- l) 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.

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.

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 reasons thereof.

Vendors are requested to read the vendor guide and see the video in the page <https://www.mscecommerce.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 item given in Part-II of the tender document.

For execution and rate purpose, the details given in in Part-II of the tender document will be implemented.

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E-Tender for DSITC of 10 Nos of MRL Passenger lifts in the Bank's officers' Quarters at Ameerpet, Hyderabad

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Section I - Form of Tender

Place _____

Date _____

Shri Chinmoy Kumar
Regional Director
Reserve Bank of India
Estate Department
Hyderabad-500 004.

Sir,

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. Design, Supply, Installation, Testing and Commissioning of 10 Nos. of MRL Passenger Lifts in the Bank's Officers Quarters at Ameerpet, Hyderabad.

MEMORANDUM

(a)	Description of the work	Design, Supply, Installation, Testing and Commissioning of 10 Nos of MRL Passenger Lifts in the Bank's Officers' Quarters at Ameerpet, Hyderabad.
(b)	Estimated cost of the work	₹170.00 lakh (Rupees One hundred seventy lakhs only)
(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. ₹3,40,000/- (Rupees Three Lakhs Forty Thousand only) through NEFT / by a Demand Draft/BG in Bank's format as in Annexure II 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 in the prescribed format Annexure-IV , which shall be valid till end of the Defect Liability Period.

E-Tender for DSITC of 10 Nos of MRL Passenger lifts in the Bank's officers' Quarters at Ameerpet, Hyderabad

(e)	Time allowed for completion of work from tenth day from the date of letter advising acceptance of tender.	50 Weeks
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2. We also agree that our tender will remain valid for acceptance by the Bank for 90 days from the date of opening of Part I of the tender and this period of validity can be extended for such period as may be mutually agreed between the Bank and us in writing. We also agree to keep the Bank Guarantee towards **earnest money** valid during the entire period of validity of tender, as per enclosed proforma ([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 _____ 2026

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 10 Nos. of MRL Passenger Lifts in the Bank's Officers Quarters at Ameerpet, Hyderabad.
- 1.2. The work is estimated to cost **₹170.00 lakhs** and is to be completed within **50(fifty) weeks**.
- 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 before December 31, 2018**.

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/residential premises **(Work completed on or before December 31, 2018)**

and

- (iii) The tenderer should have executed successfully similar work(s) of DSITC of VVVF technology-based passenger lifts with a travel of minimum four floors (i.e. minimum 4 stops) for large office buildings/commercial premises/industrial houses/residential premises **during last 5 years (works completed on or after December 31, 2020)** individually costing as under:

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

or

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

or

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

and

(iv) The tenderer should have a minimum annual **turnover of Rs. 170.00 Lakhs** during the last 3 financial years ending March 31st. **(FY 2022-23, 2023-24, 2024-25)**

and

(v) The tenderer should have a complete service set up for lifts in Hyderabad /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/Secunderabad during last 7 years** and the same should be currently being maintained by the tenderer under Annual Maintenance Contract.

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.170.00 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	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

E-Tender for DSITC of 10 Nos of MRL Passenger lifts in the Bank's officers' Quarters at Ameerpet, Hyderabad

	value during the specified period	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.

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.

- (ix) 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.
- (x) The applicants/tenderers must 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

- (xi) 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 and credential submitted in support of the eligibility criteria.
- (xii) 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.
- (xiii) 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.
- (xiv) 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.
- (xv) 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.

(xvi) 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 11:00 hours on March 12, 2026 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 **Shri Chinmoy Kumar, 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 before the date of pre-bid meeting. 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 Shri Chinmoy Kumar, 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 ₹3,40,000/- 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 01:00 PM on March 24, 2026.**

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 1.4 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, trademark, 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, Shri Chinmoy Kumar, 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 **March 24, 2026 at 14:00 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 Total 10 Nos. passenger lifts are to be provided in RBI's residential colony in blocks A, B, C, E, F, G, H, I, J & K Blocks at Ameerpet, Hyderabad. The scope of work shall include the following.

- After having done the proper survey & measurement at site, design and manufacture of 10 number 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.
- 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.
- **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 (CAMC) for the committed period of 19 years (min.) from the date of handing over of the new lift installations 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) Civil work required for Machine fixing, if any and necessary provision of MS channel e) whitewash of lift shaft, if any 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, if required**
- Any other work, related to but not mentioned above, required for completion of the job shall be included in the scope of the contractor.

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 (RBI Officers Quarters at Ameerpet) 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 90 days** from the date of opening of Part I of tender, which period may be further extended by mutual agreement in writing by the Tenderer and the Tenderer shall not cancel or withdraw the tender during this period.

11.0 Language

- 11.1 The Tender including all labels in drawings, documents, catalogues etc. shall be in English 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 **₹3,40,000/- 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 4 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, 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 valid 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**) 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
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(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

Net Capital Cost = C

TCO = Capital cost + 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 in factory (Factory Inspection)/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 (Bank), 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 visits 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 10th day after written order to commence the work is issued**. The work shall throughout the stipulated period of the contract be proceeded with all the due diligence and if the contractor fails to complete the work within the specified period, he shall be liable to pay liquidated damages as defined in “Appendix herein before referred to” of the contract. The tenderer shall, before commencing the work, prepare a detailed work programme which shall be approved by the Employer. The tenderers shall indicate the time schedule as per the broad items of work listed below.

(a)	Submission of layout drawing		Weeks after 10 th day of the date of work order
(b)	Approval of layout drawings by Bank	2	.....Weeks from above
(c)	Delivery of materials at site		
i)	1 st passenger lift		.....Weeks from above
ii)	2 nd passenger lift		.....Weeks from above
iii)	3 rd Passenger Lift		.....Weeks from above
iv)	4 th passenger lift		.....Weeks from above
v)	5 th passenger lift		.....Weeks from above
vi)	6 th passenger lift		.....Weeks from above
vii)	7 th passenger lift		.....Weeks from above
viii)	8 th passenger lift		.....Weeks from above
ix)	9 th passenger lift		.....Weeks from above
x)	10 th passenger lift		.....Weeks from above
(d)	Installation, testing & commissioning and handing over with operating license		
i)	1 st passenger lift		....Weeks from (c) i)
ii)	2 nd passenger lift		....Weeks from (c) ii)
iii)	3 rd Passenger Lift		....Weeks from (c) iii)
iv)	4 th passenger lift		....Weeks from (c) iv)
v)	5 th passenger lift		....Weeks from (c) v)
vi)	6 th passenger lift		....Weeks from (c) vi)
vii)	7 th passenger lift		....Weeks from (c) vii)
viii)	8 th passenger lift		....Weeks from (c) viii)
ix)	9 th passenger lift		....Weeks from (c) ix)
x)	10 th passenger lift		....Weeks from (c) x)
	TOTAL Completion Period in weeks	50	(total from (a) to (d))
(Note – The number of weeks required for items a, c and d above to be filled in by the Tenderer. The total completion period should be as specified in the tender. Further, at no point of time the lift service to the occupant should get disturbed due to progress of the work on the other lift.			

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 and obtain the approval of the Bank.

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 1st 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.20 lakhs and with a limit of Rs. 2.00 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(DLP) 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. Report of 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

E-Tender for DSITC of 10 Nos of MRL Passenger lifts in the Bank's officers' Quarters at Ameerpet, Hyderabad

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:

$$A_C = \frac{A_P}{100} \left(50 \times \frac{MPC}{MP_P} + 50 \times \frac{WIC}{WIP} \right)$$

- A_C = The contract amount for the current year.
 A_P = The contract amount for the previous year.
 MPC = Wholesale Price Index for metal products 6 months prior to the commencement date of contract for the current year.
 MP_P = Wholesale Price Index for metal products 6 months prior to the commencement date of contract for the previous year.
 WIC = Consumer Price Index for industrial workers (Hyderabad) 6 months prior to commencement date of contract for the current year.
 WIP = 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 Comprehensive Annual Maintenance Contract (CAMC)

The scope of work under CAMC shall broadly be as follows:

a)	Routine servicing/ troubleshooting/ setting/ adjustments/ cleaning/ lubrication/ checking of safeties and Auto Rescue Device (ARD), emergency power to light/fan in car etc. to ensure smooth and trouble-free working of the lifts and safety of users.
b)	Repairs to the lifts including re-loading of software related to VVVF, Voice announcement system, Music, collective selective control, 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.
c)	Import of spares and stocking them to ensure prompt service. If the number of lifts in a building/ compound is more than three, Bank may consider providing lockable storage space to the contractor for keeping spares at site. However, the responsibility for safety of the items stored shall be with the contractor.
d)	All the preventive maintenance schedules/ replacement periodicity of components like ropes, electrical/ electronic parts including checking of safety devices, protections like rope slip, load testing etc. shall be strictly followed either as per the manufacturer's periodicity or as required. The scope must include replacement of all spares including but not limited to car/landing push buttons, emergency push buttons and car fan etc. However, car lights and ARD/ Inverter batteries may be supplied by the Bank as and when required.

e)	The scope of maintenance in addition to periodic / preventive maintenance will also include attending to /any number of breakdown calls raised through telephone, SMS, e-mail, letter etc..
f)	At centres where regular statutory lift inspection is not carried out by authorities of Government/local body, the contractor will be required to arrange to conduct all such tests that are being carried out by such agencies at other centres once a year and certificate/ Service Report indicating the satisfactory working of all safeties shall be issued for such testing.
g)	While attending to a call back service on receipt of a complaint or after a regular periodic service call, the contractor's representative shall obtain the signature of the Bank's authorized representative indicating the time at which the lift has been put back into satisfactory operation or having carried out service and a copy of the report shall be submitted by him to the Bank along with the bills.
h)	The scope of work should also preferably include cleaning of lift cars, landing and car sill etc. If the same is not feasible through the lift vendor, this may be ensured through any other contractor.

i)	<p>During the currency of the Annual Maintenance Service Contract, all care shall be taken by the contractor so that the downtime of any lift is kept minimum. However, an overall uptime of minimum 97% for each lift shall be maintained, failing which a penalty equivalent to double the daily rate of service contract amount (arrived at by dividing the annual contracted amount per lift by 360 and rounding it off to next higher rupee) multiplied by the percentage shortfall from the acceptable 97% availability will be recovered from the payment due to the firm every quarter. The uptime will be computed every quarter for each lift as under: $100 \times (\text{Total hours in 3 months minus total hours of breakdown}) / \text{Total hours in 3 months}$</p> <p>Total number of days allowed for taking up scheduled preventive maintenance once a quarter for 1 day per lift and for breakdown maintenance, as detailed below, shall be excluded from the above for the purpose of calculating "Uptime":</p> <p>Minor repairs - 1 Day Major Repairs - 5 Days, Items included in Major Repairs are as under:</p> <ul style="list-style-type: none"> (a) Rewinding of motor (b) Armature replacement (c) Replacement of rope (d) Replacement of bearings, gears etc. in gear box (e) Replacement of guide shoes for the car and counterweight (f) Replacement of trailing cables/ control wiring (g) VVVF Controller replacement
j)	The payment towards AMC charges will be made every quarter after satisfactory completion of the service.
k)	Lift License:
	<ul style="list-style-type: none"> i. During the service life of the lift, lift license(s), wherever applicable, shall be got renewed periodically before the expiry of the same. Any observations/ shortcomings noticed by the lift inspectors during the inspection shall be attended by the lift vendor on top priority. ii. If the place of lift installation is beyond the jurisdiction of any lift licensing authority, a fitness certificate for operation of lift shall be obtained annually from the Original Equipment Manufacturer (OEM) of the lift. iii. The lift license / fitness certificate shall be displayed in the lift car as per the applicable lift byelaws. However, if any byelaws is not applicable at the place of lift installation or the applicable lift byelaw is silent about display of lift license in the lift car, it is recommended that as a good practice, the lift license / fitness certificate may be displayed inside the lift car.

Schedule for Preventive Maintenance

Nature of Check	Periodicity
(A) Machine Room	
(i) Main switch contacts are firm and there is no loose contact anywhere in the supply line	Weekly
(ii) Commutator or slip rings and brushes are in good shape	Fortnightly
(iii) Condition of ball bearings/ roller bearings/ plain bearings for greasing/ oiling as the case may be	Six monthly
(iv) Cleanliness of the entire machine room of rag/oil waste and other foreign matters	Fortnightly
(v) Car platform structure	Yearly
(vi) General upkeep of the machine room doors and windows and proper operation of ventilation system	Monthly
(vii) Brake drum, brake liner, brake oil and other mechanical parts connected with the brake including stimulating condition for proper functioning of the brake on failure of supply	Fortnightly
(viii) Oil leak in the worm gear assembly and quality of oil	Six monthly
(ix) Examine the condition of gear tooth by removing the gear box cover and also check for slippage in the gear by prescribed method.	Yearly
(x) Check controller for loose, disconnected or short-circuited wires, clean the contactors and replace, wherever necessary.	Monthly
(xi) Ensure that all safety circuits are functional and not bypassed	Monthly
(xii) Lubricate and keep spread governor clean. Lift the weight by hand to ensure that control cut off switch operates, and gripping jaws are released and grip the governor rope.	Monthly
(xiii) Check the ropes for broken/frayed wires and excessive lubrication. Check the ropes for slippage. Have ropes replaced at once in case of any damage. (a) Routine check (b) Detailed check	Monthly Six monthly
(xiv) Allow the car to over travel in the down/up direction and ensure that the terminal limit switches operate properly.	Fortnightly
(xv) Check the proper functioning of exhaust fan, light fixture and emergency lights.	weekly
(B) Landings	

(i) Check all interlocks, all landing locks for proper functioning and effective interlocking circuits.	Fortnightly
(ii) Check the retiring cams by applying a constant pressure on the landing door, allowing the lift car to pass through landings and ensure that it is not possible to snatch open the landing door.	Monthly
(iii) Check for smooth movement of car and door on the sills	Fortnightly
(iv) Operation of safety shoe in case of power operated doors	Fortnightly
(v) Physical condition of car and landing doors against any damage	Yearly
(C) Car And Car Top	
(i) Ensure the car door switch operates, and its interlock is functional	Monthly
(ii) Inspect the wedge drum and safety rope, clean and oil it, if necessary	Quarterly
(iii) From the top of the car examine the car shoes and guide indicator	Quarterly
(iv) Examine the condition of ropes	Six monthly
(v) Examine emergency alarm, emergency stop, push Buttons, Emergency light etc.	Fortnightly
(vi) Checking of Intercom system	weekly
(vi) Physical Cleaning of lift Car, ceiling, fan and lights.	monthly
(D) Pit	
(i) Examine the car bottom frame	Quarterly
(ii) Condition of pit for water leaks, foreign materials etc.	Six monthly and weekly during monsoon
(iii) Check buffer spring	Six monthly
(E) General	
(i) If safety jaws are stuck, trip the governor and lower the car by winding	Whenever required
(ii) Ensure that the car rests on the safety jaws - if wedge type, turn the drum or pull the safety cable by hand and ensure that the jaws touch the guides. Ensure that there is no excessive slack in the safety rope	Quarterly
(iii) Check condition of trailing cable and machine room wiring for mechanical and electrical damaging.	Six monthly
(iv) Megger entire electrical installation in machine room	Yearly

(v) Check effective numbers of earthing system	Yearly
(vi) Check Firemen switch operation.	Six monthly
(vii) Check Automatic Rescue Device functioning.	Monthly
(viii) Check Lift shaft and pit lighting.	Quarterly
(ix) Check smoothness of travel to know abnormal vibration and noise in the full travel.	monthly

- (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 either through telephone, SMS or email.
 - 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 the defect liability period (DLP). The warranty period or DLP will be extended by 4 times the number of days of delay in rectification of the defects during DLP.
- 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.

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 materials at site and on submission of following:
 - i) Submission of the test certificates of the various equipment as mentioned 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) Required Bank Guarantee towards Security Deposit ([Annexure IV](#))

- b. **Second Stage Payment: 30%** of the quoted rate pro rata against erection and testing of lifts and on submission of Lift licenses, relevant statutory approval from electrical inspectorate as per the applicable local bylaw and
- c. **Final Stage Payment: Balance 10%** payment shall be released after submission of the required Bank guarantee towards 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 for each machine of 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.
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 MRL Passenger Lift in RBI's Officers Quarters at Ameerpet, 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 provision of passenger lifts. Complete provision means complete work related to providing of all lift equipments 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 overhead.

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 and maintain the lifts at least for 20 years.
 - b) Secure and pay for required permits, statutory workmen's compensation insurance, fees and licenses necessary for proper execution, completion of required work and during AMC of these lifts at least for 20 years.
 - 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 **50 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.

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 residential 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 byelaws, 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 byelaws 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.

JE(Elect.)/Assistant Manager (Tech)/Manager (Tech)/AGM(Tech)

20. The term "JE(Elect.)/Assistant Manager (Tech)/Manager (Tech) /AGM(Tech)" shall mean the person appointed and paid by the Employer to inspect the works, the Contractor shall afford the JE(Elect.)/Assistant Manager (Tech)/Manager (Tech) /AGM(Tech), every facility and assistance for inspecting the works and materials and for checking and measuring time and materials. The JE(Elect.)/Assistant Manager (Tech)/Manager (Tech) /AGM(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 JE(Elect.)/Assistant Manager (Tech)/Manager (Tech) /AGM(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 JE(Elect.)/Assistant Manager(Tech)/Manager (Tech) /AGM(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 JE(Elect.)/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 measure or send a qualified agent to measure in assistance of the JE(Elect.)/Assistant Manager (Tech)/Manager (Tech) in taking/verifying 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 JE(Elect.)/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

E-Tender for DSITC of 10 Nos of MRL Passenger lifts in the Bank's officers' Quarters at Ameerpet, Hyderabad

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.

36. Completion Period, Milestones, Liquidated damages

- 36.1 **Time allowed for carrying out the work is 50 (Fifty) Weeks**, as mentioned in the Memorandum, which shall be strictly observed by the Contractor, and it shall be reckoned from the 10th day from the date of award of work. The work shall, throughout the stipulated period of the contract, be proceeded with all due diligence. If the contractor fails to complete the work within this specified period, he shall be liable for liquidated damages @ 0.25% of the contract value per week of delay subject to a maximum of 10% of the contract value (contract value means the total value of capital cost of work, excluding buyback value etc., at which the work is awarded) as defined in "Appendix herein before referred to" of the contract.

The liquidated damages will be levied in following manner:

If the Contractor fails to maintain the required progress of the works by the completion time stipulated in the Contract or within any extended time under time extension Clause and the employer certifies in writing that in her/ 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 projects are broken down in the following three milestones indicating time and amount for achieving each milestone. In case, the contractor does not achieve a particular milestone(s), if any, mentioned in the Contract or rescheduled milestone(s) in terms of time extension clause, the amount to be calculated based on the targeted

financial progress for the milestone and the delay up to the Running Account bill under processing shall be withheld (as per the method given below) 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. However, if the Contractor catches up with the progress of work on the subsequent milestone(s), the withheld amount shall be released. In case the contractor fails to make-up for the delay before the subsequent milestone(s), the amount mentioned against each missed milestone shall be withheld. No interest whatsoever shall be paid by the Bank on such withheld amount/s. The delay period shall be calculated from the stipulated date of occurrence of a milestone until the date when the milestone is actually achieved, however, the amount to be withheld from a R.A. bill before reaching to a particular milestone(s) shall be calculated for the delay until the date of R.A. bill. The application of liquidated damages shall not effect a change in the milestone or release the Contractor of her/ his obligation to improve the progress of work. 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.

Specimen Milestone Chart:

Milestone	Due date	Milestone Target amount
Project Start	D0	0
1st	D1	T1
(N-X)th	D(N-X)	T(N-X)
(N-X+1)th	D(N-X+1)	T(N-X+1)
(N-X+2)th	D(N-X+2)	T(N-X+2)
(N-1)th	D(N-1)	T(N-1)
Nth	D(N)	T(N)

Say a RA bill received on $D(R)$ is certified for gross amount of R where:

- i. $T_{(N-X)} \leq R < T_{(N-X+1)}$ i.e., Progress reached up to (N-X)th milestone
- ii. RA Bill date $D(R)$ is after $D(N)$ i.e. Nth milestone has become due as on RA bill date
- iii. Withhold amount for not achieving Nth milestone
 $A(N) = (0.0025/7) * (D_R - D_N) * (T_N - T_{(N-1)})$ where $T_{(N-1)}$ will be zero if Nth milestone is the first in the series of delayed milestones.

Gross Withhold amount for current RA bill: The withhold amount shall be calculated as follows:

- a) Withhold amount for milestones achieved with delay till previous RA Bill = P
- b) withhold amount for milestones achieved with delay during current RA bill = Q
- c) withhold amount for milestone due but not achieved till current RA bill. = R

$$P = A(1)+A(2)+.....+A(N-X-1)$$

$$Q = A(N-X)$$

$$R=(0.0025/7)*((DR-D(N-X+1))*(T(N-X+1)-T(N-X))+(DR-D(N-X+2))*(T(N-X+2)-T(N-X+1)) +.....+(DR-DN))*(T(N)- T(N-1))$$

For this Project N=3 i.e., three milestones shall be applicable as under:

Milestone	Due date	Milestone Target amount
Project Start	D0	0
1st	D1 = 16 weeks from scheduled commencement of work	T1= 30% of contract value
2nd	D2 = 40 weeks from scheduled commencement of work	T2 = 70% of contract value
3rd	D3 = 50 weeks from scheduled commencement of work	T3=100% of contract value

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" 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.

Other CONDITIONS

52. Non-disclosure Clause:-

The Contractor shall not disclose directly or indirectly any information, materials and details of the Bank's infrastructure/systems/equipment etc., which may come to the possession or knowledge of the Contractor during the course of discharging its contractual obligations in connection with this agreement, to any third party and shall at all times hold the same in strictest confidence. The Contractor shall treat the details of the contract as private and confidential, except to the extent necessary to carry out the obligations under it or to comply with applicable laws. The Contractor shall not publish, permit to be published, or disclose any particulars of the works in any trade or technical paper or elsewhere without

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the previous written consent of the Employer. The Contractor shall indemnify the Employer for any loss suffered by the Employer as a result of disclosure of any confidential information. Failure to observe the above shall be treated as breach of contract on the part of the Contractor and the Employer shall be entitled to claim damages and pursue legal remedies.

53. Minimum wages to the workmen:

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

54. Labour License:

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

55. Sexual Harassment of women at workplace

The contractor shall be solely responsible for full compliance with the provisions of “the Sexual Harassment of women at workplace (Prevention, Prohibition and Redressal) Act, 2013”. In case of any complaint of sexual harassment against its employee within the premises of the Bank, the complaint will be filed before the Internal Complaints Committee constituted by the contractor/Agency and the contractor. Any complaint of sexual harassment from any aggrieved employee of the Service Provider against any employee of the Bank or any employee of any other firm working in the Bank shall be taken cognizance of by the Regional Complaints Committee constituted by the Bank. The contractor shall be responsible for any monetary compensation that may need to be paid in case the incident involves the employees of the contractor, for instance any monetary relief to Bank’s employee or other firm’s employee, if sexual violence by the employee of the contractor is proved. The contractor shall be responsible for educating its employees about prevention of sexual harassment at workplace and related issues. The contractor shall provide a complete and updated list of its employees who are deployed within the Bank’s premises.

- 56. Provision of Rule 144 (xi) of the GFR 2017:** Compliance with the Rule 144 (xi) of GFR 2017 inserted vide Office Memorandum (OM) F.No.6/18/2019-PPD dated July 23, 2020 issued by Public Procurement Division, Department of Expenditure, Ministry of Finance, Government of India, the Public Procurement Orders issued in furtherance thereto, and their subsequent revisions shall be mandatory. In this regard, Bidder shall submit a copy of Undertaking / Declaration / Certificate on their letter head duly sealed and signed by the authorized signatory in the format given at [Annexure-‘IX’](#). If the Undertaking / Declaration / Certificate submitted by the bidder is found to be false, his/her/its tender / work order will be immediately terminated, and legal action in accordance with law including forfeiting of Earnest Money Deposit / Performance Bank Guarantee / Security Deposit may be initiated and the Bank may also debar the bidder from participating in the tenders invited by the Bank in future.

Progress of Work

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

Signature of tenderer

Address

Date

Section (V) - Appendix Hereinbefore Referred To

1.	Defects Liability Period	Twelve months from the date of Virtual Completion Certificate of all lifts.
2.	Period of Final Measurement	3 months
3.	Date of Commencement	10 th 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 mentioned under Damages for Non-completion of Section IV - The Conditions Hereinafter Referred To of the tender.
6.	Value of works for interim certificates	36 (Thirty-Six) lakhs for RA bills
7.	Period for honouring certificates	One month for interim bills and 3 months for final bill.
8.	Interest for delayed payment	3% per annum

Section VI

Schedule of Technical Deviations & Commercial Deviations

We confirm that all technical specifications as well as commercial terms and conditions of the Bank are acceptable to us and no deviation is proposed.

Seal & Signature of Tenderer

Name
Designation
Date

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, to be ensured in the contract.

List of Important Indian Standards in connection with the works of Lifts:		
i)	IS 14665 (Part 1) :2000	Electric Traction Lifts - Guidelines for outline dimensions of passenger, goods, service and hospital lifts
ii)	IS 14665 (Part 2/ Sec 1 & 2) :2000	Electric Traction Lifts - Code of practice for installation, operation and maintenance Section 1 – Passenger and Goods Lifts Section 2 - Service lifts
iii)	IS 14665 (Part 3/ Sec 1& 2) :2000	Electric Traction Lifts - Safety Rules Section 1 – Passenger and Goods Lifts Section 2 - Service lifts
iv)	IS 14665 (Part 4/ Sec 1 to 9) :2001	Electric Traction Lifts - Components Section 1 – Lift Buffers Section 2 – Lift Guide Rails and Guide Shoes Section 3 – Lift Car-frame, Car, Counterweight and Suspension Section 4 – Lift Safety Gears and Governors Section 5 – Lift Retiring Cam Section 6 – Lift Doors and Locking Devices and Contacts
		Section 7 – Lift machines and Brakes Section 8 – Lift Wire Ropes Section 9 – Controller and Operating Devices for Lifts
v)	IS 14665 (Part 5) :1999	Electric Traction Lifts - Inspection Manual

vi)	IS 15785 :2007	Installation and Maintenance of Lift without Conventional Machine Rooms – Code of Practice
vii)	IS 7754 - 1975	Specifications for Hoist way door-locks
viii)	IS 1735 - 1975	Rules for the design, installation, testing and operation of lifts, escalators and moving parts
ix)	IS 4591 – 1968 (reaffirmed 1996)	Code of practice for Installation and maintenance of Escalators (Fourth Reprint February 2001)
x)	IS 15330 : 2003	Installation and Maintenance of Lifts for handicapped Persons – Code of Practice

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 locations 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 location areas.

Verify that no irregularities exist which may affect execution of the works specified.

E-Tender for DSITC of 10 Nos of MRL Passenger lift in the Bank's officers' Quarters at Ameerpet, Hyderabad

4.02 Do does 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 location 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 location equipment, lift well equipment including guide rails, guide rail brackets, and pit equipment.
- c) Neatly touch up damaged factory-painted surfaces with original paint colour. 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-levelled, 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.
- 9.04 Mirror: Laminated Mirror with Reflective polish finish with no visible graining as per IS standard 15330:2003.
- 9.05 Hand Rail: At least one side wall of the car, a hand rail shall be provided as per IS standard 15330:2003.

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	Each lift in simplex control	
2	Capacity:	The capacity of each passenger lift should be 06 Passengers/05 Passengers	
3	Speed:	1.0 m/s for each passenger lift	
4	Machine:	Variable Voltage Variable Frequency Permanent Magnet Synchronous Motor (PMSM) controlled by variable voltage variable frequency-based drive with Digital Closed-Loop Feedback. Gearless Machines suitable for Machine Room Less (MRL) installation. Provide New Machines Beams as per requirement and new Support beam of MS for Rope break test. In case of raised machine platform, MS step ladder for easy access.	
5	Machine Location:	Machine Room Less	
6	Operational Control:	Microprocessor based full collective selective simplex control, fully programmable, with/without attendant.	
7	Motor Control:	Provide New AC Variable Voltage Variable Frequency Microprocessor Based with Digital Closed-Loop Feedback. THD should be maintained within limits as per standards.	
8	Leveling	Precise leveling accuracy (+/- 5 mm in any load condition) with close loop control, velocity transducers, proximity/ magnetic switches etc.	

S. No.	Description	Bank's Requirement	Compliance by the bidder (Yes/No)																																	
9	Power requirement	415V+/- 5%, 3Phase, 50Hz																																		
10	Stops and Openings of cars:	(i) 4 stops (<u>Ground + 3 upper floors</u>) & 4-opening. All openings are on front side.																																		
11	Hoist way Size:	<table border="1" data-bbox="621 594 1325 1247"> <thead> <tr> <th data-bbox="621 594 857 764">Sl.No</th> <th data-bbox="857 594 1089 764">Name of the Building/Block</th> <th data-bbox="1089 594 1325 764">Hoistway Size (DepthxWidth) in mm (Approx.)</th> </tr> </thead> <tbody> <tr> <td data-bbox="621 764 857 814">1</td> <td data-bbox="857 764 1089 814">A-Block</td> <td data-bbox="1089 764 1325 814">1500 x 1750</td> </tr> <tr> <td data-bbox="621 814 857 865">2</td> <td data-bbox="857 814 1089 865">B-Block</td> <td data-bbox="1089 814 1325 865">1500 x 1750</td> </tr> <tr> <td data-bbox="621 865 857 915">3</td> <td data-bbox="857 865 1089 915">C-Block</td> <td data-bbox="1089 865 1325 915">1350 x 1750</td> </tr> <tr> <td data-bbox="621 915 857 966">4</td> <td data-bbox="857 915 1089 966">E-Block</td> <td data-bbox="1089 915 1325 966">1350 x 1750</td> </tr> <tr> <td data-bbox="621 966 857 1016">5</td> <td data-bbox="857 966 1089 1016">F-Block</td> <td data-bbox="1089 966 1325 1016">1350 x 1750</td> </tr> <tr> <td data-bbox="621 1016 857 1066">6</td> <td data-bbox="857 1016 1089 1066">G-Block</td> <td data-bbox="1089 1016 1325 1066">1350 x 1750</td> </tr> <tr> <td data-bbox="621 1066 857 1117">7</td> <td data-bbox="857 1066 1089 1117">H-Block</td> <td data-bbox="1089 1066 1325 1117">1525 x 1830</td> </tr> <tr> <td data-bbox="621 1117 857 1167">8</td> <td data-bbox="857 1117 1089 1167">I -Block</td> <td data-bbox="1089 1117 1325 1167">1525 x 1830</td> </tr> <tr> <td data-bbox="621 1167 857 1218">9</td> <td data-bbox="857 1167 1089 1218">J-Block</td> <td data-bbox="1089 1167 1325 1218">1525 x 1830</td> </tr> <tr> <td data-bbox="621 1218 857 1268">10</td> <td data-bbox="857 1218 1089 1268">K-Block</td> <td data-bbox="1089 1218 1325 1268">1525 x 1830</td> </tr> </tbody> </table> <p data-bbox="621 1283 1360 1486">Bidders are advised to visit the site to verify the actual dimensions prior to submission of their bids. Any additional supports, brackets, or mounting arrangements required to meet the tender requirements and technical specifications shall be provided by the Contractor, at no extra cost to the Employer.</p>	Sl.No	Name of the Building/Block	Hoistway Size (DepthxWidth) in mm (Approx.)	1	A-Block	1500 x 1750	2	B-Block	1500 x 1750	3	C-Block	1350 x 1750	4	E-Block	1350 x 1750	5	F-Block	1350 x 1750	6	G-Block	1350 x 1750	7	H-Block	1525 x 1830	8	I -Block	1525 x 1830	9	J-Block	1525 x 1830	10	K-Block	1525 x 1830	
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12	Pit Depth available	<table border="1" data-bbox="621 464 1325 1047"> <thead> <tr> <th data-bbox="621 464 773 562">Sl.No</th> <th data-bbox="773 464 1089 562">Name of the Building/Block</th> <th data-bbox="1089 464 1325 562">Pit Depth in mm (Approx.)</th> </tr> </thead> <tbody> <tr> <td data-bbox="621 562 773 611">1</td> <td data-bbox="773 562 1089 611">A-Block</td> <td data-bbox="1089 562 1325 611">1600</td> </tr> <tr> <td data-bbox="621 611 773 659">2</td> <td data-bbox="773 611 1089 659">B-Block</td> <td data-bbox="1089 611 1325 659">1600</td> </tr> <tr> <td data-bbox="621 659 773 707">3</td> <td data-bbox="773 659 1089 707">C-Block</td> <td data-bbox="1089 659 1325 707">1500</td> </tr> <tr> <td data-bbox="621 707 773 756">4</td> <td data-bbox="773 707 1089 756">E-Block</td> <td data-bbox="1089 707 1325 756">1600</td> </tr> <tr> <td data-bbox="621 756 773 804">5</td> <td data-bbox="773 756 1089 804">F-Block</td> <td data-bbox="1089 756 1325 804">1600</td> </tr> <tr> <td data-bbox="621 804 773 852">6</td> <td data-bbox="773 804 1089 852">G-Block</td> <td data-bbox="1089 804 1325 852">1600</td> </tr> <tr> <td data-bbox="621 852 773 900">7</td> <td data-bbox="773 852 1089 900">H-Block</td> <td data-bbox="1089 852 1325 900">1650</td> </tr> <tr> <td data-bbox="621 900 773 949">8</td> <td data-bbox="773 900 1089 949">I-Block</td> <td data-bbox="1089 900 1325 949">1650</td> </tr> <tr> <td data-bbox="621 949 773 997">9</td> <td data-bbox="773 949 1089 997">J-Block</td> <td data-bbox="1089 949 1325 997">1650</td> </tr> <tr> <td data-bbox="621 997 773 1045">10</td> <td data-bbox="773 997 1089 1045">K-Block</td> <td data-bbox="1089 997 1325 1045">1650</td> </tr> </tbody> </table> <p data-bbox="621 1079 1357 1163">(To be verified at site by the tenderer before offering their rate)</p>	Sl.No	Name of the Building/Block	Pit Depth in mm (Approx.)	1	A-Block	1600	2	B-Block	1600	3	C-Block	1500	4	E-Block	1600	5	F-Block	1600	6	G-Block	1600	7	H-Block	1650	8	I-Block	1650	9	J-Block	1650	10	K-Block	1650	
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9	J-Block	1650																																		
10	K-Block	1650																																		
13	Required clear opening of door	Minimum clear door opening should be 800 mm																																		
14	Entrance Type:	VVVF controlled centre opening for each passenger lift																																		
15	Car Doors and Landing Doors	<p data-bbox="621 1346 1349 1478">1.5 mm thick SS 304 Car and Landing Doors minimum 800 mm wide X 2000 mm Height for passenger lifts with automatic two panel center opening.</p> <p data-bbox="621 1497 1305 1530">Door Jamb of required dimensions shall be provided.</p> <p data-bbox="621 1549 1357 1629">Lift landing doors provided in the lift enclosure shall have a minimum fire resistance rating of 60 min as per NBC.</p>																																		
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.																																		

S. No.	Description	Bank's Requirement	Compliance by the bidder (Yes/No)
18	Safety Gear	Provide New OSG actuated progressive safety gear system for Car	
18	Guide Rails:	Provide Car and Counterweight Guide Rails including roller/sliding guides etc. as per the relevant IS.	
19	Buffers:	Provide New Spring/Oil Buffers For Car And Counterweight as per IS Standard.	
20	Car Enclosure:	<ul style="list-style-type: none"> • 1.5 mm thick SS honeycomb finish wall panels with SS ceiling of mirror finished of modern design with adequate ventilation and lighting arrangements. • Flooring with approved shade of 10 mm thick Granite/ Marble as approved by the Bank. • Lux level shall be minimum 150 lux to be provided for the car cabin. • 1 No. of cross flow air blower, low noise / mild air flow maintaining air flow rate as per relevant Standard. 	
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	
	(a) In all lowest floor lobbies	<ul style="list-style-type: none"> • Audio alarm and direction indicator for each lift • up button in lowest floor and down button on highest floor • Firemen switch • Emergency alarm hooter 	

S. No.	Description	Bank's Requirement	Compliance by the bidder (Yes/No)
	(b) on all landings including ground floor lobby	<ul style="list-style-type: none"> • Digital car position indicator with direction for lift • Audio alarm and direction indicator for lift • Common up/down luminous 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 the lift.</u> • Braille markings on all buttons • Landing Door Unlocking Device • Hall lantern: Illuminated arrows to indicate the next travel direction of arriving / available car to be provided. Electronic chime that sounds when the car arrives at a landing to serve a landing call to be provided. 	

S. No.	Description	Bank's Requirement	Compliance by the bidder (Yes/No)
	(c) In car	<ul style="list-style-type: none"> • Auto/manual selector key switch • Blower/fan switch • Luminous floor selector buttons with braille marking • Overload warning device with annunciation (lift should not take a start under overload condition) • Emergency Alarm button • Floor position voice announcement • Provision of integrating existing EPABX system along with provision of additional Wiring for EPABX, piped music with speakers and telephone instrument • Laminated Mirror with Reflective polish finish with no visible graining as per IS standard 15330:2003. • Appropriate positioning of car operating panel inside lift car and on all landings should be made for differently abled persons as per relevant Standards. <ul style="list-style-type: none"> • 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 • Digital Car position and direction indicator • SS Hand rail on the front/back panel • Door open/close buttons • Braille markings on all buttons 	
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)	<p>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. Phase failure relay shall be provided to protect the machine against failure of any one phase and shall be integrated to operate with ARD.</p> <p>The capacity of ARD batteries shall be such that minimum three consecutive rescue operations can be performed without recharging for the maximum travel distance between two consecutive served stops.</p>	

S. No.	Description	Bank's Requirement	Compliance by the bidder (Yes/No)
	Other Required Features	<ul style="list-style-type: none"> • Lift Well Access Switches • Lift Well Door Unlocking Device Under Platform • Load-Weighing Device, Provide New • Fireman Switch: Provision for Fireman drive to be made to bring the car to the ground floor immediately after the fireman switch is operated ignoring all landing calls. • Emergency alarm hooters on ground floor. • Provision shall be made for IP CCTV camera along with necessary travelling cable up to machine room by the lift vendor. 	
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 through proximity sensor-based operation.</p> <p>Proximity sensor-based operation: the lift shall get command based on proximity sensor without actually pressing the button.</p> <p>(Details may be submitted along with Technical Bid)</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 to be suitable for differently abled passengers	
	<p>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.</p>		

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: ± 5 mm under any loading condition.

10.03 Operation:

Microprocessor Based full collective selective simplex control

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

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

Slow car and stop automatically at floors corresponding to registered calls, in the order in which they are approached in either direction of travel. As slowdown is initiated for a hall call, automatically cancel hall call. Cancel car calls in the same manner. Hold car at arrival floor for an adjustable time interval to allow all the Passengers transfer.

Answer calls corresponding to direction in which car is travelling unless call in the opposite direction is highest (or lowest) call registered.

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

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.

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

f) Automatic Car Stopping Zone: Stop car within 4mm above or below the landing sill. Maintain stopping zone regardless of load in car, direction of travel, distance between landings, hoist rope slippage or stretch.

10.04 Machine Room Less 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. The motor shall be capable of not less than 180 Starts per hour without excessive temperature rise.

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. Conform to IEE standards for line harmonics and switching noise.

Isolate unit to minimize noise and vibration transmission.

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

Controller:

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

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

Inverter Power supply:

Inverter 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:

As applicable for MRL type lifts, to 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.

Isolate machine and overhead sheave beams to prevent noise and vibration transmission to building structure.

Governor: Provide new over speed governor protection equipment suitable for the lifts. Tripping of the safety gear shall be adjusted to 120 percent of the rated speed.

Emergency Brake:

Provide means to prevent ascending car over-speed and unintended car movement as per Code. Mount the auxiliary brake on suitable structural steel supports. Provide control circuits to enable the device to function as required by Code.

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 Oil / Spring type 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 frame with guides or pivot point to enable free vertical movement and proper tension of rope and tape. Provide sheave guard and electrical safety switch.

Hoist and Governor Ropes: Provide traction steel belt type ropes to suit machine manufacturers' requirements.

Terminal Stopping: Provide normal and final devices.

Electrical Wiring and Wiring Connections:

- i. 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.

Note: i) Bank shall provide main power supply including earthing terminal in machine room near entrance. All other cabling work in the MRL related to SITC of lifts shall be in vendor scope of work.

ii) The power & lighting cabling work inside the lift shaft shall be in the Banks scope of works.

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 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 dialling 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.

E-Tender for DSITC of 10 Nos of MRL Passenger lift in the Bank's officers' Quarters at Ameerpet, 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 (Factory Inspection)

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

Tenderers are therefore advised to ensure the full facility of factory inspection through the lift simulator or alike so as to check the operational aspects of lift machines, OSG, ARD etc. 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 and Date

Section (VIII)

Check List

Commercial Conditions

Design, Supply, Installation, Testing and Commissioning of MRL Passenger Lifts in the Bank's Officers' Quarters at Ameerpet, Hyderabad.

Sr. No.	Description	Bank's Terms	Acceptance of Bank's terms by tenderer (Yes/No)
1	Validity	90 days from the date of opening of Part-I	
2	EMD	₹3,40,000/-	
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	50 weeks 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	
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 at least since December 31, 2018

<u>S. No.</u>	<u>Description</u>	<u>Details to be furnished by the tenderer</u>
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 December 31, 2018) of similar works and its completion certificate (of any amount) to be attached to prove the experience of Seven years in this field.

Sr. No.	Name of work and location	Name, Address and Contact details of the principal employer	Work order ref. No. & date	Stipulated date of completion	Actual date of completion

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 December 31, 2020), to be considered for meeting the eligibility criteria as per format given below:

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

Similar Work*: Design, Supply, Installation, Testing and Commissioning of passenger lift with a travel of minimum four floors (i.e. minimum 4 stops) for large office buildings/commercial premises/industrial houses/residential premises during last 5 years (works completed on or after December 31, 2020)

Note: Copy of Bill of Quantity (BoQ) confirming the passenger lift with a travel of minimum four floors (i.e. minimum 4 stops) shall be submitted.

4. Proforma for work executed in Hyderabad/Secunderabad during last 7 years

List of Works of SITC of lifts executed by the tenderer during last Seven Years in Hyderabad/Secunderabad (completed on or after December 31, 2018) 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	The number of years for which the lift is under AMC

5. Turnover: The yearly turnover should be minimum **Rs. 170.00** Lakhs, duly substantiated by the copies of financial statements certified by a chartered accountant.

S. No.	Financial Year	Turnover (Rs.)
1	2024-25	
2	2023-24	
3	2022-23	
4	2021-22	

6. Details of Service Set up in Hyderabad / Secunderabad: Duly substantiated by proof of address including the number of years present in Hyderabad or Secunderabad

S. No.	Address of Service Centre	Details of Contact Person for service-related activity (Name, Designation, email-id, Contact No. etc.)	Details of Contact Person for <i>first level escalation</i> (Name, Designation, email-id, Contact No. etc.)	Details of Contact Person for <i>Second level escalation</i> (Name, Designation, email-id, Contact No. etc.)

7. Details of the requisite ISO Certificate

S. No.	Particulars	Details
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

Sr. No.	Particulars	Banker 1	Banker 2	Banker 3
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 10 Nos. of MRL Passenger Lifts in the Bank's Officers Quarters at Ameerpet, 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 10 Nos. of MRL Passenger Lifts in the Bank's Officers Quarters at Ameerpet, 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 10 Nos. of MRL Passenger Lifts in the Bank's Officers Quarters at Ameerpet, Hyderabad

We hereby undertake to maintain the lifts installed by us under this contract 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 with seal

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 10 Nos. of MRL Passenger Lifts in the Bank’s Officers Quarters at Ameerpet, 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.

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

Note: All columns should be filled in properly 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,
Estate Department
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 10 Nos. of MRL Passenger Lifts in the Bank's Officers Quarters at Ameerpet, 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 work **Design, Supply, Installation, Testing and Commissioning of 10 Nos. of MRL Passenger Lifts & their Comprehensive Annual Maintenance Contract (CAMC) in the Bank's Officers Quarters at Ameerpet, 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 an inevitable part 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 50 weeks** subject nevertheless to the provisions for extension of time.

the Contractor hereby agrees to complete the entire site related work of each lift, installation, testing and Commissioning of new lift) within the allowed shutdown period 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:

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

- 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 cover all the activities as mentioned in clause 21.3 of the tender and 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 latest 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 the 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. During the currency of the Annual Maintenance Service Contract, all care shall be taken by the contractor so that the downtime of any lift is kept minimum. However, an overall uptime of minimum 97% for each lift shall be maintained, failing which a penalty equivalent to double the daily rate of service contract amount (arrived at by dividing the annual contracted amount per lift by 360 and rounding it off to next higher rupee) multiplied by the percentage shortfall from the acceptable 97% availability will be recovered from the payment due to the firm every quarter. The uptime will be computed every quarter for each lift as under: $100 \times (\text{Total hours in 3 months} - \text{total hours of breakdown}) / \text{Total hours in 3 months}$
- IV. Total number of days allowed for taking up scheduled preventive maintenance once a quarter for 1 day per lift and for breakdown maintenance, as detailed below, shall be excluded from the above for the purpose of calculating "Uptime":
Minor repairs - 1 Day

Major Repairs - 5 Days,

Items included in Major Repairs are as under:

- (a) Rewinding of motor
- (b) Armature replacement
- (c) Replacement of rope
- (d) Replacement of bearings, gears etc. in gear box
- (e) Replacement of guide shoes for the car and counterweight
- (f) Replacement of trailing cables/ control wiring
- (g) 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 valid for initial 10 years and thereafter for an amount of 5% of the Capital cost of work valid 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) _____

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

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

(1) _____

(2) _____

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

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

Annexure-‘IX’

Performa for Undertaking / Declaration / Certificate by the Bidder regarding country sharing land border with India

To
The Regional Director
Reserve Bank of India
Saifabad
Hyderabad- 500004

Sir,

Subject: Undertaking Letter of M/s _____ for participation in the bid for Design, Supply, Installation, Testing and Commissioning of 10 Nos. of MRL Passenger Lifts & their Comprehensive Annual Maintenance Contract (CAMC) in the Bank’s Officers Quarters at Ameerpet, Hyderabad

I / We (Name of bidder) have read and understood the contents of the Office Memorandum (OM) F. No. 6/18/2019-PPD dated July 23, 2020 and its subsequent orders / revision issued by Public Procurement Division, Department of Expenditure, Ministry of Finance, Government of India regarding the restrictions on procurement from a bidder of a country which shares a land border with India.

2. Based on the definitions mentioned in the above referred order and its subsequent revisions regarding the bidder, I / We certify that (Name of the bidder)
- i. is not from a country sharing land border with India, or
 - ii. is from a country sharing land border with India and has been registered with the Competent Authority, the certificate of which is enclosed, or
 - iii. is from a country sharing land border with India where Government of India has extended lines of credit, or
 - iv. is from a country sharing land border with India where Government of India is engaged in developmental projects.

(Strikeout whichever of the above is not applicable).

3. I /We hereby certify that (Name of bidder) fulfils all requirements in this regard and is eligible to be considered under the provision of the above referred Office Memorandum and its subsequent orders / revision. I/We also undertake that I/we(Name of bidder) will not sub-contract any work to a contractor from such country unless such contractor fulfils all the requirements under the above referred office memorandum / order.

4. I have understood that, if this Undertaking / Declaration / Certificate submitted by us found to be false, Bank shall be free to terminate our tender / Work Order. Bank shall also

be free to initiate any legal action in accordance with law including forfeiting of Earnest Money Deposit / Performance Bank Guarantee / Security Deposit and / or debarring us from participating in tenders invited by the Bank in future.

Signature and name of the

authorized signatory of the firm with date and seal

Annexure-‘X’

**Undertaking / Declaration of debarment of Public Institutions
(To be submitted by tenderers on their letterhead duly sealed and signed by
authorised signatory)**

To

The Regional Director
Reserve Bank of India
Saifabad, Hyderabad,
Telangana-500004

Dear Sir,

Subject: Design, Supply, Installation, Testing and Commissioning of 10 Nos. of MRL Passenger Lifts in the Bank’s Officers Quarters at Ameerpet, Hyderabad

1. I/We certify that..... (Name of the Bidder)
 - a) have not been suspended / delisted / blacklisted/ banned or any such process initiated against the company/entity or its directors, by any Statutory Authorities/organizations including Reserve Bank of India at any location in India on any grounds for last 5 years.
 - b) do not have any proceedings pending or order passed by any Authority/Court for violation/deficiency of statutory provisions such as EPF, ESI, Bonus, Minimum Wages, or other payments for last 5 years.
 - c) have not rescinded/abandoned any contract awarded by any of our clients before the expiry of prescribed period of contract for last 5 years.
 - d) have been maintaining a clean tract record without any involvement in unlawful/ illegal activities or financial Banking frauds. We do not have any case with the Police/ Court/ Regulatory authorities against the bidder or proprietor/partners/directors in case of Proprietorship/Partnership firm/company respectively involving the above.

2/ We know and understood that, if this Undertaking / Declaration /Certificate submitted by us is found to be false, the Bank shall free to reject/ terminate our tender/ Work Order and that the Bank shall also be free to initiate any legal action in accordance with law including forfeiting of Earnest Money Deposit/ Performance Bank Guarantee/ Security Deposit and / or debarring us from participating in tenders invited by the Bank in future.

Signature and name of the authorized signatory of the Bidder with Rubber Stamp

Date:

Place:

Section (IX) - UNPRICED BID
(Schedule of Quantities)

Sr.No	Description of item	Qty.	
01	<p>Price for Design, Supply, installation, testing and commissioning of 6 Persons capacity passenger lift MRL type with operating buttons, Automatic Rescue Device (ARD), VVVF PMSM gearless motors, with 4 stops (G+3) as per data sheet along with detailed specifications and the scope of work in Part I.</p> <p>Location- Reserve Bank of India Officers' Quarters, Ameerpet, Hyderabad</p>	7 Nos.	<p>Please quote the rate per unit of measurement (a) excl. of GST and the system will automatically multiply with Quantity and GST by using following formulae and shows the final amount.</p> <p>(a*Quantity*1.18)</p>
02	<p>Price for Design, Supply, installation, testing and commissioning of 5 persons capacity passenger lift MRL type with operating buttons, Automatic Rescue Device (ARD), VVVF PMSM gearless motors, with 4 stops (G+3) as per data sheet along with detailed specifications and the scope of work in Part I.</p> <p>Location- Reserve Bank of India Officers' Quarters, Ameerpet, Hyderabad</p>	3 Nos	<p>Please quote the rate per unit of measurement (a) excl. of GST and the system will automatically multiply with Quantity and GST by using following formulae and shows the final amount.</p> <p>(a*Quantity*1.18)</p>
03	<p>Charges for Comprehensive annual maintenance contract for above mentioned lift including all spares excluding batteries for ARD and inverter, upgradation of software as required during and after defect liability period as per terms and conditions specified in tender Part I.</p> <p>The charges quoted shall be for first year Comprehensive AMC after expiry of DLP for one lift.</p>	10 Nos.	<p>Please quote the rate per unit of measurement (a) excl. of GST and the system will automatically multiply with Quantity and GST by using following formulae and shows the final amount.</p> <p>(a*Quantity*13.17 *1.18)</p>

04	Grand Total= (Sl.No:01+Sl.No:02+Sl.No.03)
----	---

Place:
Date:

Seal and sign of authorized signatory