



**RESERVE BANK OF INDIA
Estate Department
Kolkata**

Notice Inviting Tender

(Only through Government eMarketplace - Central Public Procurement (CPP) Portal)

Design Supply Installation Testing & Commissioning (DSITC) of 2 nos of Escalators at Bank's Main Office Building, Kolkata

The Reserve Bank of India, Estate Department, Kolkata (the Bank), invites E-tender in two parts for "DSITC of 2 nos of Escalators at Bank's Main Office Building, Kolkata".

2. Eligibility Criteria: Only OEMs (original equipment manufacturer) of passenger Escalators who fulfill the following eligibility criteria will be eligible to participate in the tender.

2.1 Duration of past experience: Should have minimum 5 years of experience of executing **similar works*** (The bidder shall submit a copy of work order and its completion certificate for the work of Design, Supply, Installation, Testing and commissioning of Escalator(s) (of any amount) completed on or before June 30, 2021 and TDS certificate (as applicable).

And

2.2 Minimum value of each completed work (qualifying): The bidder must have **experience in executing similar works*** of Design, Supply, Installation, Testing and commissioning of Escalator(s) in last five years ((work completion should be between July 01, 2021, and June 30, 2026) having minimum value of executed works as under:

(i) Three similar completed works each costing not less than the amount equal to 40% of the estimated cost.

or

(ii) Two similar completed works each costing not less than the amount equal to 50% of the estimated cost.

or

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

*** Similar work:** supply, installation testing and commissioning of Escalators of the same make as offered in this tender.

and

2.3 Yearly turnover: 100% of estimated cost or more during the last three financial years ending 31st March 2025.

and

2.4 Solvency: Should furnish solvency certificate issued by the tenderer's banker, specifically for the purpose of the work, for an amount equal to the estimated cost of the work.

and

2.5 Service setup: Full-fledged service setup should be available for the specified job at Kolkata.

3. The Tenderers should invariably furnish the following information/documents along with the tender documents to satisfy the Bank about their eligibility for participation in the e-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 uploaded along with name(s) and address (es), of the partner's copy of the Articles of Association/ Power of Attorney/other relevant document. Refer: Annexure I & III
(b)	Work experience & Completion of similar works of specified value during the specified period	Copies of the detailed work orders for the qualifying works indicating date of award, value of awarded work, time given for completing the work, etc. and the corresponding completion certificates indicating actual date of completion and actual value of executed similar works should be uploaded in proof of the work experience. The details along with documentary evidence of previous experience, if any, of carrying out works for the Reserve Bank of India at any centre, should also be uploaded. (Annexure IV)
(c)	Credit worthiness of the contractor and their turnover during the specified period	Income Tax Assessment Orders along with the latest final accounts of the business of the firm duly certified by a Chartered Accountant should be enclosed in proof of their creditworthiness and turnover for last three years.
(d)	Service setup	Certificate from the manufacturers/any other valid document in support of having a full-fledged service setup at Kolkata should be enclosed. (Annexure III)
(e)	Name(s) and address(es) of the Bankers and their present contact executives	Written Information about the names and addresses of their bankers along with full details, like names, postal addresses, e-mail IDs, telephone (landline and mobile) nos., fax nos., etc. of the contact executives (i.e. the persons who can be contacted at the office of their bankers) should be uploaded.
(f)	Details of bank accounts	Full particulars of their Bank accounts, like account no. type, when opened etc., should be uploaded. (Annexure III)

(g)	Name(s) and address(es) of the Clients and their present contact executives	Written information about the names and addresses of their clients along with full details, like names, postal addresses, e-mail IDs, telephone (landline and mobile) nos., fax nos. etc., of the contact executives (i.e. the persons who can be contacted at the office of their clients) should be uploaded. (Annexure IV)
(h)	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. (Annexure IV)

4. Bidder 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. If any documents are missing or found fabricated in the uploaded tender, the Bank shall have the right to request the missing documents/certificates and independently verify these certificates.

5. The Bank shall obtain reports on past performance of the tenderer from his clients and bankers. The Bank shall evaluate the said reports before opening of the Part – II 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 and his tender will not be processed further and EMD shall be returned back to him. The Bank is not bound to assign any reason for doing so.

6. The e-tender will be carried out by **Central Public Procurement Portal (CPPP)** <https://etenders.gov.in/eprocure/app> as third party on behalf of RBI. Therefore, interested firms are required to register on the CPP portal to participate in the tendering process. The detail regarding the registration on CPPP and procedure of e tendering has been attached at **Annexure II**. E-Tender shall be submitted online in two parts. Part-I of the e-tender will contain the standard technical and commercial conditions for the proposed work and Part-II of will contain the price bid. All required annexures along with documentary proofs will also be uploaded along with Part I of the tender. This is e-tender bidder are not required to be present for opening

7. The Bank is not bound to accept the lowest tender and reserves the right to accept either in full or in part, any tender. The Bank reserves the right to reject any tender or all tenders without assigning any reason therefore.

8. Please also note that further Addendum / corrigendum/ minutes pre-bid meeting will be published only on RBI website and CPPP website.

Date: July 29, 2026
Place: Kolkata

Regional Director
Reserve Bank of India
West Bengal & Andaman and Nicobar

The schedule for the tender (SOT) is as follows

I.	E-Tender No.	2026_RBI_285923_1
II.	Mode of Tender	e-Procurement System (Online Part I – Techno-Commercial Bid and Part II - Price Bid through CPP Portal https://etenders.gov.in/eprocure/app)
III.	Estimated Cost	₹74 lakh including GST
IV.	Time period for completion of the work	5 months
V.	Earnest Money Deposit (Only through NEFT/Demand Draft/Bank Guarantee)	₹1.48 lakh (Rupees One lakh Forty Thousand only) a) NEFT / RTGS Beneficiary name: Reserve Bank of India, Kolkata; IFSC: RBIS0KLPA01 (Numeric Zero at 5th and 10th place from left); A/c no.: 186003001. b) Demand Draft/Bank Guarantee: Drawn on a scheduled Bank in favour of Reserve Bank of India, Kolkata, payable at Kolkata
VI.	Date of availability of e-Tender Document for download on CPP portal /RBI website	July 29, 2026 from 05:00 PM onwards
VII.	Starting date of e-tender for submission of Part-I (Techno-Commercial Bid) and Part-II (Price Bid) at	August 27, 2026 from 17:00 hrs. onwards
VIII.	Date and time of pre-bid meeting	August 25, 2026 at 11:00 AM Venue: 3rd Floor, Estate Department Conference Room, RBI, Kolkata
IX.	Date of Publishing minutes of pre-bid meeting on RBI website/CPPP	August 27, 2026
X.	Last date and time of submission of EMD	September 8, 2026 till 11:00 AM (must be reflected in our account)
XI.	Last Date and time of submission of Tender	September 8, 2026 till 11:00 AM
XII.	a. Date and Time of opening of Part-I (Techno-Commercial Bid) b. Date of opening of Part II (Price Bid)	September 9, 2026 after 12:00 PM Part II of the tender will be opened only for those bidders who are found eligible upon scrutiny of the Part I submissions. The eligible bidders will be informed separately through email.



**Reserve Bank of India
Estate Department
Kolkata**

E-Tender/bid for

**Design Supply Installation Testing & Commissioning (DSITC) of 2 nos of Escalators
at Bank's Main Office Building, Kolkata**

Part – I

(Techno commercial bid)

**Regional Director
Reserve Bank of India
Estate Department
Kolkata**

Index

S.No	Particulars		
1.	Section I	NOTICE INVITING TENDER (NIT)	
2.	Section II	FORM OF TENDER	
3.	Section III	A. GENERAL CONDITION OF CONTRACT	
	Clause	2.	Brief scope of work
		3.	E-Tender on Central Public Procurement Portal (CPPP)
		4.	Eligibility Criteria
		5.	Tendering Process
		6.	Earnest Deposit Money (EMD)
		7.	Pre-bid Meeting
		8.	Deviations
		9.	Validity
		10.	Language
		11.	Rates in price-bid (Part II)
		12.	Successful bidder
		13.	Article of Agreement
		14.	Security Deposit (SD)
		15.	Evaluation of tenders
		16.	Insurance
		17.	Drawing and Documents
		18.	Cost of inspection
		19.	Method of testing
		20.	Inspector Authority to certify performance
		21.	Consequence of rejection
		22.	Packing and dispatch
		23.	Time for completion
		24.	Liquidated damages
		25.	Payment Terms
		26.	Schedule of Quantities in respect of each work
		27.	Site condition
		28.	Police Verification
		B. SPECIAL CONDITION OF CONTRACT	
		29.	Countries sharing Land Border with India
		30.	Debarment/court case

S.No	Particulars		
		31.	site visit and sufficiency of technical specifications
		32.	
4.	Section IV	SAFETY CODE	
		A. GENERAL SAFETY	
		B. FIRE AND ELECTRICAL SAFETY	
5.	Section V	THE GENERAL CONDITIONS OF THE CONTRACT HEREINAFTER REFERRED TO	
	Clause	1.	Interpretation Clause
		2.	Scope of Contract
		3.	Variations to be approved by Employer
		4.	Drawings, Schedule Oo Quantities & Agreement
		5.	Contractor to provide everything necessary at his cost
		6.	Authorities, Notices and Patents
		7.	Setting out of work
		8.	Materials and workmanship to conform the descriptions
		9.	Contractor's superintendence and representative on the works
		10.	Dismissal of Workmen
		11.	Access to Works
		12.	The Bank's Engineer
		13.	Assignments and Sub-letting
		14.	Alterations, additions, omissions etc
		15.	Schedule of Quantities
		16.	Sufficiency of Schedule of Quantities
		17.	Measurement of Works
		18.	Measurements Book
		19.	Prices for extras etc. ascertainment of
		20.	Unfixed materials
		21.	Removal of improper work
		22.	Defects after virtual completion
		23.	Certificate of virtual completion
		24.	Nominated Sub-Contractor
		25.	Other persons employed by Employer
		26.	Insurance in respect of damage to person and property
		27.	Date of Commencement and Completion
		28.	Damages for Non-completion

S.No	Particulars		
		29.	Delay and Extension of Time
		30.	Failure by Contractor to comply with Employer's instructions
		31.	Termination of Contract by the Employer
		32.	Termination of Contract by Contractor
		33.	Certificates and Payments
		34.	Delayed Payment
		35.	Settlement of dispute by Arbitration
		36.	Right of technical scrutiny of final bill
		37.	Employer entitled to recover compensation paid to workmen
		38.	Abandonment of Works
		39.	Return of surplus materials
		40.	Right of Employer to terminate Contract in the event of death of Contractor
		41.	Accident Reports
		42.	Prevention of Sexual Harassment at work place
		43.	Non – Disclosure clause
		44.	Program chart/ Progress report
		45.	Statutory Approvals
		46.	Debarment/Disqualification
		47.	Marginal Notes
6	Section VI	APPENDIX HEREIN BEFORE REFERRED TO	
7.	Section VII	SCOPE OF WORK	
	A.	Scope of work & Technical specification during execution of work	
	B.	Scope of work during Comprehensive annual maintenance contract	
	B.1	Renewal of Rate of Comprehensive AMC	
	B.2	Renewal of Rate of wages	
	B.3	Penalty	
8.	Section VIII	TECHNICAL SPECIFICATION	
9.	Section IX	TECHNICAL DETAILS TO BE FURNISHED BY THE CONTRACTOR	
10.	Section X	UNPRICED SCHEDULE OF QUANTITY/IMAGE OF PART II OF TENDER	
	Annexures		
1.	Annexure I	Format for power of attorney for signing of proposal	
2.	Annexure II	Process of E-Tendering on CPPP /Important instructions regarding E-tendering	

S.No	Particulars	
3.	Annexure III	Format for details of Firm/Bidder
4.	Annexure IV	Format for details for Eligibility criteria
5.	Annexure V	Format of Client certificates
6.	Annexure VI	Format for Banker's certificate/solvency certificate
7.	Annexure VII	Proforma of Bank Guarantee In Lieu Of Earnest Money Deposit
8.	Annexure VIII	Deviation in Techno- Commercial Conditions
9.	Annexure IX	Format of Article of Agreement
10.	Annexure X	Proforma of Performance Bank Guarantee /Retention Money Deposit
11.	Annexure XI	Time Schedule of the project to be filled by the bidder
12.	Annexure XII	Proforma for Undertaking / Declaration / Certificate by the Bidder regarding country sharing land border with India
13.	Annexure XIII	Proforma of the tenderer's Confirmation about site visit and technical sufficiency to deliver the objective of proposed installation of Escalators.
14.	Annexure XIV	Undertaking on Legal Actions / Civil Lawsuits / Litigation / Arbitration by the Bidder
15.	Annexure XV	Format for 20-year Comprehensive annual maintenance Contract

Section-I

Notice Inviting E-Tender (NIT)

Design Supply Installation Testing & Commissioning (DSITC) of 2 nos of Escalators at Bank's Main Office Building, Kolkata

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2.2 **Minimum value of each completed work (qualifying):** The bidder must have **experience in executing similar works*** of Design, Supply, Installation, Testing and commissioning of Escalator(s) in last five years ((work completion should be between July 01, 2021, and June 30, 2026) having minimum value of executed works as under:

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or

(ii) Two similar completed works each costing not less than the amount equal to 50% of the estimated cost.

or

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

* **Similar work:** supply, installation testing and commissioning of Escalators of the same make as offered in this tender.

and

2.3 **Yearly turnover:** 100% of estimated cost or more during the last three financial years ending 31st March 2025.

and

2.4 **Solvency:** Should furnish solvency certificate issued by the tenderer's banker, specifically for the purpose of the work, for an amount equal to the estimated cost of the work.

and

2.5 **Service setup:** Full-fledged service setup should be available for the specified job at Kolkata.

3. The Tenderers should invariably furnish the following information/documents along with the tender documents to satisfy the Bank about their eligibility for participation in the e-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 uploaded along with name(s) and address (es), of the partner's copy of the Articles of Association/ Power of Attorney/other relevant document. Refer: Annexure I & III
(b)	Work experience & Completion of similar works of specified value during the specified period	Copies of the detailed work orders for the qualifying works indicating date of award, value of awarded work, time given for completing the work, etc. and the corresponding completion certificates indicating actual date of completion and actual value of executed similar works should be uploaded in proof of the work experience. The details along with documentary evidence of previous experience, if any, of carrying out works for the Reserve Bank of India at any centre, should also be uploaded. (Annexure IV)
(c)	Credit worthiness of the contractor and their turnover during the specified period	Income Tax Assessment Orders along with the latest final accounts of the business of the firm duly certified by a Chartered Accountant should be enclosed in proof of their creditworthiness and turnover for last three years.
(d)	Service setup	Certificate from the manufacturers/any other valid document in support of having a full-fledged service setup at Kolkata should be enclosed. (Annexure III)
(e)	Name(s) and address(es) of the Bankers and their present contact executives	Written Information about the names and addresses of their bankers along with full details, like names, postal addresses, e-mail IDs, telephone (landline and mobile) nos., fax nos., etc. of the contact executives (i.e. the persons who can be contacted at the office of their bankers) should be uploaded.
(f)	Details of bank accounts	Full particulars of their Bank accounts, like account no. type, when opened etc., should be uploaded. (Annexure III)
(g)	Name(s) and address(es) of the Clients and their present contact executives	Written information about the names and addresses of their clients along with full details, like names, postal addresses, e-mail IDs, telephone (landline and mobile) nos., fax nos. etc., of the contact executives (i.e. the persons who can be contacted at the office of their clients) should be uploaded. (Annexure IV)
(h)	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. (Annexure IV)

4. Bidder 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. If any documents are missing or found fabricated in the uploaded tender, the Bank shall have the right to request the missing documents/certificates and independently verify these certificates.
5. The Bank shall obtain reports on past performance of the tenderer from his clients and bankers. The Bank shall evaluate the said reports before opening of the Part – II 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 and his tender will not be processed further and EMD shall be returned back to him. The Bank is not bound to assign any reason for doing so.
6. The e-tender will be carried out by **Central Public Procurement Portal (CPPP)** <https://etenders.gov.in/eprocure/app> as third party on behalf of RBI. Therefore, interested firms are required to register on the CPP portal to participate in the tendering process. The detail regarding the registration on CPPP and procedure of e tendering has been attached at **Annexure II**. E-Tender shall be submitted online in two parts. Part-I of the e-tender will contain the standard technical and commercial conditions for the proposed work and Part-II of will contain the price bid. All required annexures along with documentary proofs will also be uploaded along with Part I of the tender. This is e-tender bidder are not required to be present for opening
7. The Bank is not bound to accept the lowest tender and reserves the right to accept either in full or in part, any tender. The Bank reserves the right to reject any tender or all tenders without assigning any reason therefore.
8. Please also note that further Addendum / corrigendum/ minutes pre-bid meeting will be published only on RBI website and CPPP website.
9. The schedule for the tender (SOT) is as follows

I.	E-Tender No.	2026_RBI_285923_1
II.	Mode of Tender	e-Procurement System (Online Part I – Techno-Commercial Bid and Part II - Price Bid through CPP Portal https://etenders.gov.in/eprocure/app
III.	Estimated Cost	₹74 lakh including GST
IV.	Time period for completion of the work	5 months
V.	Earnest Money Deposit (Only through NEFT/Demand Draft/Bank Guarantee)	₹1.48 lakh (Rupees One lakh Forty Thousand only) a) NEFT / RTGS Beneficiary name: Reserve Bank of India, Kolkata; IFSC: RBIS0KLPA01 (Numeric Zero at 5th and 10th place from left); A/c no.: 186003001. b) Demand Draft/Bank Guarantee:

		Drawn on a scheduled Bank in favour of Reserve Bank of India, Kolkata, payable at Kolkata
VI.	Date of availability of e-Tender Document for download on CPP portal /RBI website	July 29, 2026 from 05:00 PM onwards
VII.	Starting date of e-tender for submission of Part-I (Techno-Commercial Bid) and Part-II (Price Bid) at	August 27, 2026 from 17:00 hrs. onwards
VIII.	Date and time of pre-bid meeting	August 25, 2026 at 11:00 AM Venue: 3rd Floor, Estate Department Conference Room, RBI, Kolkata
IX.	Date of Publishing minutes of pre-bid meeting on RBI website/CPPP	August 27, 2026
X.	Last date and time of submission of EMD	September 8, 2026 till 11:00 AM (must be reflected in our account)
XI.	Last Date and time of submission of Tender	September 8, 2026 till 11:00 AM
XII.	a. Date and Time of opening of Part-I (Techno-Commercial Bid) b. Date of opening of Part II (Price Bid)	September 9, 2026 after 12:00 PM Part II of the tender will be opened only for those bidders who are found eligible upon scrutiny of the Part I submissions. The eligible bidders will be informed separately through email.

Section II
Form of Tender

Regional Director
Reserve Bank of India
Estate Department
Kolkata

Sir,

Having examined the drawings, specifications, designs and schedule of quantities relating to the works specified in the Memorandum hereinafter set out and having visited and examined the site of the works specified in the said Memorandum and having acquired the requisite information relating thereto as affecting the Tender, I/we hereby offer to execute the works specified in the said memorandum within the time specified in the said memorandum at the rates mentioned in the attached Schedule of Quantities and in accordance in all respects with the specifications, designs, drawings and instructions in writing referred to in Conditions of Tender, Articles of Agreement, special condition of contract, general condition of contract hereinbefore referred to, specifications, data sheet and Schedule of Quantities and with such materials as are provided for, by and in all other respects in accordance with such conditions so far as they may be applicable.

MEMORANDUM

(a)	Description of works	E-Tender/bid for DSITC of 2 nos. of Escalators at Bank's Main Office Building, Kolkata
(b)	Estimated cost	₹74 Lakh
(c)	Mode of payment	As mentioned in Part-I of tender
(d)	Earnest Money Deposit	₹1.48 Lakh
(e)	Security Deposit	As mentioned in Part-I of tender
(f)	Amount to be deducted from each bill	@ 5% is to be recovered from each on-account bill till the total recovery amounts to 5% of the contract value as stipulated in the tender document or submit BG of @ 5% of contract value.
(g)	Performance Bank Guarantee	As mentioned in Part-I of tender
(h)	Time allowed for completion of the work	5 months

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 deposit (EMD)** valid during the entire period of validity of tender and the extended period, if any, as per enclosed proforma ([Annexure VII](#)).

3. Should this tender be accepted, we hereby agree to abide by and fulfil all the terms and conditions of the contract and in default thereof, to forfeit Earnest Money Deposit and pay to you or your successors, or assignees or nominees such sums of money as are stipulated in the said conditions.

4. 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.
5. We understand that you reserve the right to accept or reject any or all the tenders either in full or in part without assigning any reason therefor. If we fail to execute the Contract when called upon to do so, we do hereby agree that EMD deposited shall be forfeited by us to the Reserve Bank of India.
6. We hereby declare that We shall treat the tender documents and other records connected with the work as secret/confidential documents and shall not communicate information/derived therefrom to any person other than a person to whom I/We am/are authorized to communicate the same or use the information in any manner prejudicial to the safety of the Reserve Bank of India

Dated thisday of 2026.

For and on behalf of M/s

(Signature of authorized signatory with seal)

Name _____

Designation _____

Place _____

Date _____

(Certified true copy of Board Resolution or mandate or Power of Attorney of the above signatory as authorized signatory should be enclosed as per format [Annexure I](#).)

Section III
A. General Condition of Contract

1. This is an open e-tender enquiry in two parts i.e., Part-I (Techno Commercial) I & Part II (Price bid). Only those bidders/contractors/tenderers who are qualified for the work as per pre-qualification/eligibility criteria stipulated in the tender are eligible to participate in this tender.
2. **Brief Scope of work:** A brief scope of the work is as below. However, detailed scope of the work is mentioned at **Section VII & VIII** of this tender.
 - I. Replacement of 2 nos. of passenger Escalators installed between 2nd and 3rd floor of Bank's main office building at Kolkata after dismantling existing escalators from the site.
 - II. Provision of all-inclusive service, including all necessary spares, during the defect liability period of one year and the subsequent 19-year Comprehensive Annual Maintenance Contract (**CAMC**) period after one year of defect liability period.
3. **E-Tender on CPPP:** The procedure for e -tendering has been detailed at [Annexure II](#). The details of firms required to be furnish in format specified at [Annexure III](#). The estimate cost of the work with completion period has been mentioned in section I.
4. **Eligibility Criteria:** As per Para 2 of NIT (Section I).
 - 4.1 The Tenderers should invariably furnish the information/documents as mentioned in para 3 of NIT.
 - 4.2 Bidder 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. If any documents are missing or found fabricated in the uploaded tender, the Bank shall have the right to request the missing documents/certificates and independently verify this certificate.
5. **Tendering Process:** The tenders for the above work in **two parts** i.e., **Part-I** containing technical specifications of equipment, and the terms and conditions (Rates and amounts of items shall not appear anywhere in this part) and **Part-II** containing only rates of items stated in figures and amounts in figures shall be quoted/submitted/uploaded in CPP portal as per NIT. Part-I of the tender will be opened on the date and time mentioned in NIT. Part-II of the tender will be opened on a subsequent date under intimation to all the bidders/tenderers. All the information/Annexures called for, shall be complete in all respects and to be uploaded in CPP portal with supporting documents. Information furnished on sheets other than those supplied may not be considered. However, the firms can upload only the relevant catalogues/leaflets/brochures of the manufacturers of the equipment offered.
6. **Earnest Deposit Money (EMD) :** Intending tenderers shall pay an Earnest money a sum of mentioned at section-I NIT by way of NEFT to the Bank or by a Demand Draft drawn on any scheduled commercial bank in favour of Reserve Bank of India payable at Kolkata. Alternatively, the tenderer may also furnish an irrevocable Bank Guarantee from any scheduled commercial bank for an equivalent amount towards EMD in the proforma enclosed ([Annexure – VII](#)). The Bank Guarantee submitted towards EMD shall remain valid minimum up to December 31, 2026. The proof of NEFT/DD/Bank Guarantee details should be uploaded along with technical bid / Part I and also

to be sent by email as mentioned in NIT. No interest shall be paid on EMD. A tender, which is not accompanied by EMD in the form as mentioned above, shall be treated as non-responsive, and will be summarily rejected by the Bank.

- I. The EMD of the unsuccessful tenderers shall be returned after award of work to the successful tenderer. The EMD of the successful tenderer shall be returned after submission of requisite Bank Guarantee towards security deposit (Refer clause 14 (II)) for completion period extended up to defect liability period.

II. **EMD shall be forfeited if the Bidder:**

- a) makes misleading or false representations in the forms, statements and attachments submitted, has suppressed any material information, details of any legal proceedings pending in the court which might otherwise have created any impact on the eligibility criteria; or
- b) withdraws his Bid during the period of Bid validity; or does not sign the contract after award of Contract.
- c) has been blacklisted by any Government agency and the blacklisting is in force as on date of notice inviting the tender.
- d) withdraws bid after opening of Part-I.
- e) fails to commence the work awarded within the prescribed time limit.
- f) fails to sign article of agreement within 14 days after issue of work order.

7. **Pre-bid Meeting:** A pre-tender briefing meeting of the eligible tenderers will be held on date and place as per NIT, to clarify any point / doubt raised by them in respect of the tender. No separate communication will be sent for this meeting.

- I. All communications regarding points requiring clarifications shall be given in writing/email to the address mentioned in NIT by the eligible tenderers one day before the said meeting.
- II. All firms are required to attend the pre-bid meeting in order to get clarification on any issue related to the tender from the Bank. No request for change in date of pre-bid meeting will be entertained thereafter. If a firm don't attend pre bid meeting, no clarification in future will be entertained and Minutes of Pre Bid meeting will be binding on all participating tenderers.
- III. Inclusion/submission of any deviations in the tender conditions in Part-I of the tender after pre-bid meeting may be liable for rejection.
- IV. The minutes of pre-bid meeting and corrigendum/modification/addendums issued regarding bidding process if any, will be hosted in the Bank's website and CPPP only and shall not be published in any Newspaper

8. **Deviations:** The Bank discourages the stipulation of any addition conditions by the tenderer. However, if the intending tenderers feels that any of the terms and conditions of the tender documents (Techno- commercial) are not acceptable to them or they feel that additional terms and conditions are required to be incorporated, they may indicate these conditions or additional or amended conditions uploaded in the format as per [Annexures VIII](#). The submitted deviations will be examined and after discussions with all the tenderers, the conditions that are accepted to the Bank will be intimated to the tenderers. If accepted condition affect the price than all the tenderers will be advised to quote a percentage above or below their tendered amount already submitted in part II. The quoting of such as a percentage above or below their tendered amount shall have a definite bearing on the condition/s the tenderers have to withdraw or additional benefit liable to be received as per the condition accepted by the Bank. The letter containing the tenderer's quoting percentage above or below their quoted tendered amount should be submitted in sealed cover on or before date fixed to department subsequently and advised to the tenderers. This letter together

with already submitted tendered rate shall be called Part II, will be opened in presence of the representatives of firms on the due date advised. All other terms and conditions on which there are no observations by the intending tenderers shall be constructed as acceptable to the tenderer.

9. **Validity:** Tenders shall remain open to acceptance by the Bank for a period of 90 days from the date of opening Part-I of the Tender. This period may be extended by mutual agreement and the tenderer shall not cancel or withdraw the tender during this period.
10. **Language:** The Tender form must be filled in English. If any of the documents is missing or unsigned, the tender may be considered invalid by the Bank in its discretion. The Tender submitted on behalf of a firm shall be signed by all the partners of the firm or by a partner who has the necessary authority ([Annexure-I](#)) on behalf of the firm to enter into the proposed contract, otherwise the tender may be rejected by the Bank.
11. **Rates in price-bid (Part II):** All the payment will be made in INR
 - I. The rates quoted shall be firm and shall not be subjected to variations in exchange rate, duties, local levies, GST, custom duty, excise duty, octroi, import/export license fee or any other taxes/ duties imposed by state/ local bodies.
 - II. The rates shall be quoted for complete work, i.e., Design, Supply, installation, testing and commissioning of the escalators and shall include charges for all taxes, scaffoldings, consumable, labor, transport, insurance, storage, workmen compensation & third party liability policies, etc., at the specified site till the work is finally handed over to the Bank. No concessional form for any taxes, duties and levies will be issued by the Bank. Equipment, if required to be imported shall be arranged to be imported against the contractors own import license.
 - III. Quote the yearly CAMC rate, inclusive of all charges, for the proposed escalators in the respective row/column of Part II.
12. **Successful bidder:** The bidder who quoted lowest (as per evaluation criteria mentioned at clause 15) in Part II will considered as successful or L1 bidder subjected to compliance of all the techno-commercial terms and conditions of the tender.
13. **Article of Agreement:** On receipt of intimation/ letter of award/work order from the Bank of the acceptance of his/their tender, the successful tenderer shall be bound to sign an article of agreement (as per format [Annexure IX](#)) within 14 days from the date of issue of work order. 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.
14. **Type of Security Deposit (SD):**
 - I. **Retention Money:** The Retention Money @ 5% will be recovered from each on-account bill till the total recovery amounts to 5% of the contract value as stipulated in the tender document. Such amount shall be released to the contractor after completion of the Defect Liability Period (DLP), without any interest. Firm may also submit the Bank Guarantee (BG) in lieu of retention money, valid till one year of DLP. The format of BG mentioned at [Annexure-X](#).
 - II. **Performance Bank Guarantee (PBG):** In addition to the Retention Money as specified above, On award of the work, the successful tenderer shall furnish an amount equal to 5% (Five percent) of the contract value in the form of a Bank Guarantee (BG) from any scheduled Bank as per [Annexure-X](#) towards entire period of currency of Contract (work

completion+DLP+60 days) for due fulfilment of the Contractual obligations by the contractor. This Performance Bank Guarantee (PBG) shall be initially valid for a period of contract duration plus 60 days and shall be suitably extended till DLP of the work plus 60 days in case of extension of contract period. Such Performance Bank Guarantee (PBG) should be submitted to the Bank within 14 days of the issue of work order.

- III. Submission of Performance Bank Guarantee shall be ensured as stipulated in the tender. In case of delay in unavoidable circumstances, charge for delay, in submission of Performance Bank Guarantee, shall be recovered from the bills of the contractor at Bank rate.
- IV. The Bank reserves the right to enforce the Bank Guarantee in case of unsatisfactory performance of the terms, conditions of DLP set out in the tender at any time during the DLP i.e. one year from handing over the work.
- V. **Performance Bank Guarantee for Comprehensive Annual Maintenance Contract (CAMC- PBG):** Performance Bank Guarantee (5%) and Retention Money (5%) shall be released after the completion of defect liability period of one year and on submission of new Performance Bank Guarantee (PBG) for due fulfilment of the terms and obligations towards Committed Comprehensive Annual Maintenance Contract (CAMC) Period for 19 years (after one year of DLP) in the format mentioned at [Annexure X](#). PBG should be submitted to the Bank 15 days before completion of DLP. The PBG for due fulfilment of obligation of CAMC shall be submitted by the contractor as follows:
 - a) PBG equal to 10% of capital cost of the escalators valid for initial 10 years of CAMC
 - b) A new PBG equal to 5% of capital cost of the escalators (i.e. 50% of previous PBG) valid for remaining 9 years of CAMC

Note:

1. The capital cost or contract value
2. The renewed PBG shall have to be submitted by the contractor at least 15 days before the due date. The Bank reserve the right to enforce the Bank Guarantee in case of unsatisfactory performance during the Contract Period.

15. Evaluation of tenders:

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

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

Total Cost of Ownership = A - B + C X F1

The bidder with the lowest Total Cost of Ownership (TCO) will be identified as the L1 bidder.

Where, A=Capital Cost of the all new escalators

B= Buy Back Value of the Old Escalators

C= Comprehensive AMC Value of all the new escalators

F1=13.04 (Multiplying Factor)

15.2 Minimum Base Rate for Comprehensive CAMC:

In case, **the tenderer quotes the rates for comprehensive AMC lower than 4% of the quoted capital Cost**, then 4% (Four) of the quoted capital cost (Excluding Buyback) shall be considered for Calculation of Total Cost of Ownership. However, the Bank shall pay only the quoted rate of the CAMC during the currency of the committed contract period of 19 years subject to escalation as specified in clause B.1 of Section VII of the tender.

16. **Insurance:** The contractor shall, within 14 days from the date of issue of the work order, insure the works at his cost and keep them insured until the virtual completion of works, against loss or damage by fire with an office in the joint names of the employer and the contractor (the name of the employer i.e. "RESERVE BANK OF INDIA" being placed first in the policy). It shall cover the following risks.
- I. **Contractors all risk (CAR) policy** inclusive of Storage, erection, testing and commissioning policy for the full contract value including fire risk and Transit insurance for transportation from manufacturer's works to site (by Air/Sea/Road etc. as applicable).
 - II. **Workmen compensation policy** for the employees of the contractor at site.
 - III. **Third party liability policy** with a limit of Rs 5 lakh per accident.

Note: If the contractor does not provide these policies, the Bank reserves the right to take the above insurance policies themselves and recover **double the cost as penalty** thereof from the bill of the contractor or any other action as it deems fit.

17. **Drawing and documents:** The Contractor shall carry out all the work strictly in accordance with drawings, details specifications and instructions of the Bank's Engineer. After completion, the contractor shall submit as executed layout drawing of the entire system in a flash disk drive (Pen drive) and three hard copies of the same for records. The schedule of quantities is based on probable quantities. The Contractor should note that unless otherwise stated the tender is strictly on item rate basis and his attention is drawn to the fact that rates for each and every item should be correct, workable and self-supporting. The quantities in the Schedule of Quantities approximately indicate the total extent of work but may vary to any extent and may even be omitted depending upon the site conditions and requirements solely at the discretion of the Bank thus altering the aggregate value of the Contract. No claim shall be entertained on this account.

18. **Factory inspection /Cost of Inspection:** The escalator shall be inspected at factory premises by the Bank Engineers. The contractor shall provide, without any extra charge, all materials, tools, labour and assistance of every kind which the Bank's Engineers may demand of him for any test/inspection and examination which he shall require to be so made on the contractor's premises and shall bear and pay all costs attendant thereon. However, cost of traveling, boarding and lodging of Bank's Engineer (s) to the site of inspection shall be borne by the Bank.

19. **Method of Testing:**

- I. The system shall be tested in the manufacturer's factory/Contractor's works to ascertain the compliance of offered specifications.
- II. Before offering the system to the Bank for testing, the firm shall carry out the various tests mentioned in the tender in their factory and forward the copy of those test reports to the Bank along with invitation for Bank's testing. All the testing facilities should be available at the time of testing of equipment by the Bank's engineers. Satisfactory performance at this stage meeting the prescribed limits will only be construed as acceptance of the system. System, which falls short of the prescribed specifications, is liable to be rejected.
- III. Further, the system shall be tested at the site for proper functioning and performance.
- IV. The above will, however, not in any way absolve the contractor of his responsibility about proper performance of the system / components after installation and commissioning at the designated place.

20. **Inspector Authority to certify performance:** The Bank's Engineer shall have the power:
- I. To certify that the system or any portion thereof are not in accordance with the contract owing to adoption of any unsatisfactory method of manufacture.
 - II. To reject any equipment or parts submitted as not being in accordance with the specification;
 - III. 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
 - IV. To mark the rejected equipment or parts with a rejection mark so that it may easily be identified if re-submitted.

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

21. **Consequence of rejection:** If on the equipment or the equipment or its part thereof, being rejected by the Bank's Engineer, the contractor has to rectify/replace the same at his own risk and cost for which no additional time shall be granted.

22. **Packing and dispatch:** The equipment shall be properly and securely packed in boxes suitable for multiple handling and transportation under Indian conditions. All equipment/ components shall be delivered on Duty Delivery Paid (DDP) basis in the Bank's Office Building.

23. **Time for Completion:**

- (a) 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 due diligence and if the Contractor fails to complete the work within the specified period he shall be liable to pay compensation as defined in clause 28 of the Conditions of Contract. The tenderer shall before commencing the work prepare a detailed work programme which shall be approved by the Employer.
- (b) The Contractor shall not be entitled to any compensation for any loss suffered by him on account of delays in commencing or executing of the work, whatever the cause of delays may be, including delays arising out of modifications to the work entrusted to him or in any sub-contract connected therewith or delays in awarding contracts for other trades of the project or in commencement or completion of such works or in procuring Government controlled or other building materials or in obtaining water and power connections for construction purposes or for any other reason whatsoever and the Employer shall not be liable for any claim in respect thereof. The Employer does not accept liability for any sum besides the tender amount, subject to such variations as are provided for herein.

- (c) The Tenderers shall indicate the time schedule as per broad items of the work listed at [Annexure XI](#).

24. **Liquidated Damages** : Time is the essence of the contract. The entire work shall be completed within 5 months. 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) as defined in “Appendix herein before referred to” of the contract. The liquidated damages will be levied in following manner:

- I. 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.
- II. This projects has been 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 also be withheld. No interest whatsoever shall be paid by the Bank on such withheld amount/s.
- III. The delay period shall be calculated from the stipulated date of occurrence of a milestone until the date when the milestone is achieved, however, the amount to be withhold 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.
- IV. 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)

N^{th}	$D(N)$	$T(N)$
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Say a RA bill received on $D_{(R)}$ is certified for gross amount of R where:

- $T_{(N-X)} \leq R < T_{(N-X+1)}$ i.e., Progress reached up to $(N-X)^{th}$ milestone
- RA Bill date $D_{(R)}$ is after $D_{(N)}$ i.e. N^{th} milestone has become due as on RA bill date
- Withhold amount for not achieving N^{th} milestone

$A_{(N)} = (0.0025/7) * (D_R - D_N) * (T_N - T_{(N-1)})$ where $T_{(N-1)}$ will be zero if N^{th} milestone is the first in the series of delayed milestones.

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

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

$$P = A_{(1)} + A_{(2)} + \dots + A_{(N-X-1)}$$

$$Q = A_{(N-X)}$$

$$R = (0.0025/7) * ((D_R - D_{(N-X+1)}) * (T_{(N-X+1)} - T_{(N-X)}) + (D_R - D_{(N-X+2)}) * (T_{(N-X+2)} - T_{(N-X+1)}) + \dots + (D_R - D_N) * (T_N - T_{(N-1)}))$$

For the this Project N=7 i.e., Seven milestones as follows:

Milestone	Due month from scheduled commencement of work	Milestone Target amount
Project Start	D_0	0
1 st	$D_1 = 3$ months	$T_1 = 50\%$ of contract value
2 nd	$D_2 = 4.5$ months	$T_2 = 70\%$ of contract value
3 rd	$D_3 = 5$ months	$T_3 = 100\%$ of contract value

Minimum Running account bill will be 20% of contract value.

25. Payment Terms: The following terms of payment, subject to statutory deductions, shall be applicable to this contract:

- 70% value of the quoted rate shall be released on pro rata basis, after equipment's is/are tested in the factory and on delivery at site of the same together with all the ancillary items and are accepted at site by the Employers authorized representatives along with submission of following documents.
 - Manufacturer's inspection and test certificate
 - Certificate that all the components, parts, subsystems, consumables etc., for successful installation, commissioning and testing of the systems including maintenance have been received at site in good condition and if any shortfall is

noticed during installation, commissioning and testing they will be supplied free to the Bank.

c. Policies of insurance/ PBG as per tender conditions.

- II. 20% value of the quoted rate shall be released on pro rata basis after removing the old escalators and installation of new escalators as per milestone.
- III. Balance 10 % of the quoted rate on satisfactory completion of erection, testing, commissioning and handing over the system to the Bank and submission of the escalator licenses from the lift inspectorate of Kolkata.
- IV. In addition, I.T. surcharge, TDS and any other statutory tax as per the Government rules and RMD @5% shall be deducted from all the Running Account bills.

26. **Schedule of Quantities in respect of each work:** The Schedule of Quantities is liable to alteration by omissions, deductions or additions at the discretion of the Bank. The payment shall be made based on measurement of finished items of work only. Any extra material left after completion of work shall not be paid.

27. **Site condition:** The work has to be carried out in an occupied office Building which may restrict the availability of work fronts during working hours. The tenderers are therefore advised to plan for execution of work beyond Bank's normal working hours and full day working on hours during the Saturdays/Sundays/Bank's holidays subject to availability of site. The above aspect may be kept in mind while submitting the tenders.

- I. 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.
- II. If the contract includes works, which will be disruptive during normal business operations, or would be dangerous to Building occupants, said works shall be performed during hours as the Employer dictates. The Contractor shall perform such work during Employer dictated hours and shall include all costs in its tender.

28. **Police Verification:** The contractor shall also arrange and provide Police Verification of the workmen deputed by them under the contract, in case of regular deputation at site.

B. Special Condition of Contract:

29. **Conformity to the rules on Bidder from Countries sharing Land Border with India:** The instruction / rules issued by Public Procurement Division, Department of Expenditure, Ministry of Finance, Government of India, vide Office Memorandum (OM) F. No. 6/18/2019-PPD dated July 23, 2020, in respect of bidders from countries sharing land border with India and subsequent revisions and Public Procurement Orders issued in furtherance thereto 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 in [Annexure XII](#).

30. **Debarment/court case:** If the bidder has been convicted of an offence— (a) under the Prevention of Corruption Act, 1988; or (b) the Indian Penal Code or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract. In this regard, Bidder shall submit a copy of

Undertaking / Declaration / Certificate on their letter head duly signed by the authorized signatory in the format given in [Annexure XIV](#).

31. Site visit and sufficiency of technical specifications: The Contractor shall be deemed to have visited the site for the installation of the proposed escalators and satisfied themselves before tendering as to the correctness and sufficiency of their 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. Bidder shall submit a copy of Undertaking / Declaration / Certificate on their letter head duly signed by the authorized signatory in the format given in [Annexure XIII](#).

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Section IV

Safety Code (A & B)

A. GENERAL SAFETY

1. First aid appliances including adequate supply of sterilized dressings and cotton wool shall be provided in a readily accessible place.
2. An injured person shall be taken to a public hospital without loss of time, in cases where the injury necessitates hospitalization.
3. Suitable and strong scaffolds should be provided for workmen for all work that cannot safely be done from ground.
4. No portable single ladder shall be over 8 meters in length. The width between the side rails shall not be less than 30 cm (clear) and the distance between two adjacent rungs shall not be more than 30 cm. When a ladder is used an extra mazdoor shall be engaged for holding the ladder.
5. The excavated material shall not be placed within 1.5 meters of the edge of the trench or half of the depth of trench, whichever is more. All trenches and excavations shall be provided with necessary fencing and lighting.
6. Every opening in the floor of a building or in a working platform shall be provided with suitable means to prevent the fall of persons or materials by providing suitable fencing or railing; minimum height shall be one metre.
7. No floor, roof or other part of the structure shall be so overloaded with debris of 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. i) No paint containing lead or lead products shall be used except in the forms of paste or readymade paint.
ii) Suitable face masks shall 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.
11. Overalls shall be supplied by the Contractor to the painters and adequate facilities shall be provided to enable the working painters to wash during the period of cessation of work.
12. Hoisting machines and tackle used in the works, including their attachments, anchorage and support shall be in perfect condition.
13. The ropes sued in hoisting or lowering material or a means of suspension shall be of durable quality and adequate strength and free from defects.
14. The contractor shall provide all the safety gadgets to the workers for carrying out the work as per statutory norms.
15. During the work execution necessary fire safety measures shall also be taken.

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B. FIRE AND ELECTRICAL SAFETY

1. All the temporary electrical power for carrying out various services at site such as cutting / drilling machine shall be provided through properly rated earth leakage protection devices (ELCB).
2. Only ISI marked 3 pin plug and other appliances and equipment's shall be used. Electrical power cables/wires used shall be properly rated and joints should be avoided. If there, the joint should be proper and insulated.
3. All electrical appliances i.e. welding, drilling, cutting machine, etc. shall be safely and securely earthed to prevent leakage current while in operation. Before commencing the welding work for the first time on any day, fire section
4. shall be informed and only after the site inspection by the Fire officers/Personnel, work shall be started.
5. Fire buckets filled with clean dry sand and ready for immediate use for extinguishing fires, in addition to fire extinguishers suitable for dealing with fires, shall be conspicuously marked and kept at site at convenient location .
6. Used paint drums shall be stored in specified store only after closing them properly.
7. None of the fire extinguishers shall be removed/shifted from its designated location.
8. Personal protective equipment such as safety shoes, hand gloves, welder's mask, ear plugs, etc. as applicable depending upon the requirement of the work, shall be used by the workmen to prevent occupational health hazards.
9. None of the passages near escalator lobby and staircases shall be used for stacking/ dumping any kind of materials/waste
10. Power supply shall be switched off from the Mains when equipment is not in use.
11. Wood-shavings, saw-dust or any debris generated from the work shall be collected on daily basis, removed from site and stored at the designated place in proper manner.
12. The work site shall be properly illuminated during the work.
13. All the electrical works should be carried out by licensed/ authorized electricians/ wiremen
14. Portable battery-operated lights may be used at work site to avoid laying of temporary wire for lights.
15. Necessary barricading and signage boards of good quality shall be fixed at conspicuous locations at the work site.
16. Aluminium / steel ladders should have proper rubber insulation at the base and wherever required, these ladders shall be kept on electrical insulating safe rubber mats.
17. Any debris generated from the work shall be collected on daily basis, removed from site and stored at the designated place in proper manner

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Section V
The General Conditions of Contract Hereinafter Referred To

Interpretation Clause

1. In construing these Conditions, the Scope of work , 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.

I.	“Employer”	Shall mean The Reserve Bank of India and shall include its assigns and successors.
II.	“RBI”	Shall mean Reserve Bank of India, having its Central Office at Shahid Bhagat Singh Road, Mumbai– 400001 and having its Regional Offices at various places.
III.	“Tender document”	Shall mean document named as such issued by the Employer to the Bidders inviting Bids for the Project.
IV.	“Contractor/bidder/tenderer”	“Contractor/tenderer/bidder” shall mean who participate in the tender. It may be partnership firm, individual firm and a company. Legal representatives of a deceased partner.
V.	“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.
VI.	“Contract”	Shall mean and include the all sections of the tender document, corresponding letters, work order, Articles of Agreement, CAMC agreement and minutes of pre-bid etc. attached hereto and duly signed.
VII.	“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.
VIII.	“Act of Insolvency”	Shall mean any Act of Insolvency as defined by the Insolvency and Bankruptcy Code (IBC), 2016 or any Act amending such original.
IX.	“Net Prices”	The price of item mentioned in part II of the tender at CPPP.
X.	“Market Rate”	shall be the rate as decided by the Engineer-in-Charge on the basis of the cost of materials and labour at the site where the work is to be executed plus the percentage mentioned in clause 19(e) to cover all overheads and profits.
XI.	“The works”	Shall mean name of the tender mentioned in the NIT.
XII.	Day/Month/Year	Shall mean Calendar day/month/year
XIII.	Working Day	Shall mean the days when Employer’s office is working i.e. Days excluding Public holidays, Saturdays and Sundays
XIV.	Engineer-in-charge/Bank’s Engineer	Means the Engineer Officer employed and paid by the Employer and acting under the orders of the Employer who shall supervise and be in-charge of the work. All works to be executed under the

		contract shall be executed under the direction and subject to the approval in all respects of him/her.
XV.	Authorized representatives of Engineer-in-charge	(AGM(Tech)/Manager(Tech)/AM(Tech)) means the Engineer officers employed and paid by the Employer and acting under the orders of the Employer who shall supervise day to day execution of work under the direction and guidance of Engineer-in-Charge.
XVI.	Manufacturer	refers to a person or firm who is the producer and furnisher of the material or designer and fabricator of equipment
XVII.	Contractor's Works or Manufacturer's Works	Shall mean and include the land and other places which are used by the CONTRACTOR/FABRICATOR or SUB-CONTRACTOR/SUB-FABRICATOR for the manufacture of "Equipment" or performing the "Works".
XVIII.	Contract Price or Contract	Amount shall mean the total amount as calculated from quoted unit rates by the successful bidder and quantities mentioned in the Schedule of quantities (Price Bid) and as accepted by the Employer and indicated in the letter of award of work.
XIX.	Contract Period	Shall mean the period specified in the tender document for execution of the contract/ completion of the work, including any authorized extended period by the Employer
XX.	Contract Agreement	Shall mean the agreement signed between the Contractor and the Employer for the execution of the Project.

2. **Scope of Contract**

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.

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. . Where the context so requires, words imparting the singular only also include the plural and vice versa. Any reference to masculine gender shall whenever required include feminine gender and vice versa.

Necessary “**Site instruction Book, Hindrance Register, Labour Register**” strictly maintained by contractor on daily basis and got duly authenticated from Engineer-in-charge .

3. **Variations to be approved by Employer**

All the variation in the scope of the work shall be approved by the Bank’s Engineer. 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 approved by the Bank’s Engineer.

4. **Drawings, Schedule Of Quantities & Agreement**

The Contract shall be executed in duplicate and the Contractor shall be entitled to one executed copy for his use. The contractor shall pay the applicable stamp duty on the agreement. Before the issue of the final certificate to the Contractor, he shall forthwith return to the Employer all Drawings and Specifications.

5. **Contractor to provide everything necessary at his cost**

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.

6. **Authorities, Notices and Patents**

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 tender terms and conditons.

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

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.

7. **Setting out of work**

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.

8. **Materials and workmanship to conform the descriptions**

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.

9. **Contractor's superintendence and representative on the works**

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.

10. **Dismissal of Workmen**

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

11. **Access to Works**

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.

12. **The Bank's Engineer: Assistant Manager (Tech)/Manager (Tech)/AGM(Tech)**

The term "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 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 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 Assistant Manager (Tech)/Manager (Tech)/AGM(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 Assistant Manager(Tech)/Manager (Tech) but such examination shall not in any way exonerate the Contractor from the obligation to remedy any defects which may be found to exist at any stage of the works or after the same is completed.

13. **Assignments and Sub-letting**

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.

14. **Alterations, additions, omissions etc.**

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 19 hereof, and the same shall be added to or deducted from the Contract Amount, as the case may be, accordingly.

15. **Schedule of Quantities**

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 18 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.

16. **Sufficiency of Schedule of Quantities**

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.

17. **Measurement of Works**

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

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

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

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

18. **Measurements Book**

a. Bank's Engineer shall, except as otherwise provided, ascertain and determine by measurement, the value in accordance with the contract of work done. The Interior Contractor shall, without extra charge, provide all assistance with every appliance, labour and other things necessary for measurements and recording levels.

b. Measurement of all items having financial value shall be entered in Computerized Measurement Book (CMB) so that a complete record is obtained of all works performed under the contract after joint measurement of Bank and authorized representative of the contractor. All bills (Running Account (RA) & Final bill) should be in bound volume of Computerised Measurements (A4 size) to be furnished by the contractor, duly machine numbered for pages, and with MB number to be given by the Bank. – Format of Measurement and Abstract Book as provided by the Bank.

c. The Bank Engineer shall incorporate necessary corrections in the sheets of MB. After incorporating the corrections, the Contractor shall submit revised copies. All pages of the finalized, computerized MB sheets, after due check / test check measurements shall have full signature with date of the authorized official of the Contractor.

19. **Prices for extras etc. ascertainment of**

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 tender terms 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 upto 25% increase of quantity.
- (ii) Rates for all items, wherever possible, should be derived out of the rates given in the Priced Schedule of Quantities.
- (b) The net prices of the original tender shall determine the value of the items omitted, provided if omissions vary the conditions under which any remaining items of works are carried out, the prices for the same shall be valued under sub-clause (c) hereof.

- (c) Where the extra works are not of similar character and/or executed under similar conditions as aforesaid or where the omissions vary the conditions under which any remaining items of works are carried out or if the amount of any omission or additions, relative to the amount of the whole of the Contract works or to any part thereof shall be such that in the opinion of the Employer the net rate or price contained in the Priced Schedule of Quantities or tender or for any item of the works involves loss or expense beyond that reasonably contemplated by the Contractor or is by reason of such omission or addition rendered unreasonable or inapplicable, the Employer shall fix such other rate or price as in the circumstances he shall think reasonable and proper.
- (d) Where extra work cannot be properly measured or valued, the Contractor shall be allowed day work prices at the net rates in accordance with the local day work rates and wages for the district, provided that in either case vouchers specifying the daily time and materials employed, be delivered for verification to the Employer at or before the end of the week following that in which the work has been executed.
- (e) It is further clarified that for all such authorised extra items where rates cannot be derived from tender or the quantity of any of the tender items increases 25% beyond the Bill of Quantities, the contractors shall submit rates supported by the rate analysis worked on the "actual cost basis" plus 15% towards establishment charges, contractor's overhead and profits. Such item will not be eligible for the escalation.

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 within six months of the completion of the contract works as defined in Clause 23 hereof.

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

Where in any Certificate (of which the Contractor has received full 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.

21. **Removal of improper work**

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.

22. **Defects after virtual completion**

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.

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 clause 13 & 24 hereof, the Contractor shall be liable to make good in the same manner as if such work or material had been done or supplied by the Contractor and been subject to the provisions of this Clause and Clause 2 hereof. The Contractor shall remain liable under the provision of this Clause, notwithstanding the signing of any certificate or the passing of any accounts, by the Employer.

23. **Certificate of virtual completion and Defects Liability Period**

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.

24. **Nominated Sub-Contractor**

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 provided

- (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.

25. **Other persons employed by Employer**

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.

26. **Insurance in respect of damage to person and property**

The Contractor shall be reasonable for all injury to persons, animals or things, and for all structural and decorative damage to property which may arise from the operation or neglect of himself or of any nominated Sub-Contractor or any employee or either, whether such injury or damage arises from carelessness, accident or any other cause whatever, in any way connected with the carrying out of this Contract. The liability under this clause shall be held to include inter alia, any damage to Building, whether immediately adjacent or otherwise, and any damage to roads, streets, footpaths, bridges or ways as well as all damage caused to the Building and other structures and works forming the subject matter of this Contract. The contractor shall also be responsible for any damage caused to the Building 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 with effect from the date of commencement till issue of the completion certificate under this contract, with an approved insurance company, 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, with effect from the date of commencement until the completion of the Contract, with an approved Insurance company 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 Condition of Contract. 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, with effect from the date of commencement until the completion of the Contract, with an approved Insurance company 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 Building or repairing of the materials or goods destroyed or damaged.

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

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

27. **Date of Commencement and Completion**

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.

28. **Damages for Non-completion**

If the Contractor fails to maintain the required progress of the works and fails to complete the works by the completion time stipulated in the Contract or within any extended time under time extension Clause 29 hereof and the employer certifies in writing that in his opinion the same ought reasonably to have been completed, the Contractor shall pay the Employer the sum named as “**Liquidated Damages**” for the period during which the said works shall so

remain incomplete and the Employer may deduct such damages from any moneys due to the Contractor. The contractor hereby specifically agrees and authorizes the Employer to deduct such liquidated damages, if any, from any instalment of payment becoming due and payable to the contractor in terms of this contract or from the retention money."

29. **Delay and Extension of Time**

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 28 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.

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

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

31. **Termination of Contract by the Employer**

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.

32. **Termination of Contract by Contractor**

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 19 hereof.

33. **Certificates and Payments**

(a) The Contractor shall be paid by the Employer from time to time by instalments under Interim Certificate to be issued by the Employer's engineer on account of the works executed, work to the approximate value named in the Appendix as "**Value of work for Interim Certificates**" (or less at the reasonable discretion of the Employer) has been executed in accordance with this Contract. The Employer may, at his discretion, include in the Interim Certificate such amount as he may consider proper on account of materials delivered upon the site by the Contractor for use in the works. And when the works have been virtually completed and the Employer shall have certified in writing that they have been completed, the contractor shall be paid the balance amount by the employer in accordance with the certificate to be issued by the Employer'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 22 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.

The payment for the system will be made in INR and any dispute arising out of this contract will also be sorted out within the jurisdiction by Office from which contract is signed.

34. **Delayed Payment**

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.

35. **Settlement of dispute by Arbitration**

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. But if either party be dissatisfied on any matter, 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 the centre/city in which the work is being executed.

36. **Right of technical scrutiny of final bill**

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.

37. **Employer entitled to recover compensation paid to workmen**

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.

38. **Abandonment of Works**

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.

39. **Return of surplus materials**

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.

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

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.

41. **Accident Reports**

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.

42. **Prevention of Sexual Harassment at work place:**

- a) 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 or Local Complaints Committee as the case may be and the contractor Agency shall ensure appropriate action under the said Act in respect of the Complaint.
- b) Any complaint of sexual harassment from any aggrieved employee of the 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.
- c) 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.
- d) The contractor shall be responsible for educating its employees about prevention of sexual harassment at workplace and related issues.
- e) The contractor shall provide a complete and updated list of its employees who are deployed within the Bank’s premises.

43. **Non – Disclosure clause:**

- a) 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 Service Provider and /or the DB Developer during the course of discharging their 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 comply with applicable laws. The contractor shall not publish, permit

to be published, or disclose any particulars of the works in any trade or technical paper or elsewhere without the previous written consent of the Second Party. Failure to observe the above shall be treated as breach of contract on the part of the contractor, as the case may be, and the Second Party shall be entitled to claim damages and pursue legal remedies.

- b) The contractor shall take all appropriate action with respect to its employees to ensure that the obligations of non-disclosure of confidential information under this agreement are fully satisfied.
- c) The obligations of the Service Provider and, without prejudice to the contract Agreement, the obligations of the contractor with respect to non-disclosure and confidentiality shall survive the expiry or termination of this agreement for whatever reasons

44. **Program chart/ Progress report:**

The contractor shall submit a suitable progress report/chart for completion of different stages of work, to ensure completion of work within allotted period. Such program should be submitted within 14 days of the award of work. All suitable modification made by the Bank must be incorporated in the progress chart. If asked the contractor shall submit reports showing current equipment delivery dates and anticipated completion dates for individual units and groups of units.

45. **Statutory Approvals:**

The work shall be executed by the Contractor as per pre-NOC & local body approval received from respective statutory authorities such as Pollution Control Board(PCB) / Chief Electrical Inspector (CEI) / Local fire Authority / Local Municipal Authority etc/ Local statutory Authority. The contractor shall be responsible to understand all the provisions made in all such approvals accorded. In case of any requirements of any additional work/ modification thereof, the same shall be brought to the notice of Engineer in charge well in advance. The work has to be executed adhering to the norms of local body authorities. The contractor shall assist in preparation of documents, reports etc. as required during & after completion of work for obtaining further approvals & final completion & occupancy certificate from the respective authorities. The contractor shall also be responsible to attend meetings & do all liaisoning works with respective authorities. No extra payment will be made on this account. However, the fee paid to the local bodies / authorities, if any, shall be borne by the department.

46. **Debarment/Disqualification:**

A bidder is liable for debarment / disqualification from bidding on the following grounds:

1) If it is determined that the bidder has committed the following acts or omissions in contravention of the code of integrity:

- i) a) making offer, solicitation or acceptance of bribe, reward or gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process.
- b) any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefit may be obtained, or an obligation avoided.
- c) any collusion, bid rigging or anticompetitive behaviour that may impair the transparency, fairness, and the progress of the procurement process.
- d) improper use of information provided by the procuring entity to the bidder with an intent to gain unfair advantage in the procurement process or for personal gain.
- e) any financial or business transactions between the bidder and any official of the procuring entity related to tender or execution process of contract: which can affect the decision of the procuring entity directly or indirectly.
- f) any coercion or any threat to impair or harm, directly or indirectly, any party or its property to influence the procurement process.
- g) obstruction of any investigation or auditing of a procurement process.

- h) making false declaration or providing false information for participation in a tender process or to secure a contract.
- ii) failed to disclose conflict of interest.
- iii) failed to disclose any previous transgressions made in respect of the provisions of sub-clause (i) with any public institution / entity in India or any other country during the last three years or of being debarred by any public procuring institution / entity.
- 2) For any actions or omissions by the bidder other than violation of code of integrity, which in the opinion of the Bank warrants debarment, for the reasons like supply of sub-standard material, non-supply of material, abandonment of works, sub-standard quality of works, failure to abide terms of the tender etc.
- 3) If the bidder has been convicted of an offence— (a) under the Prevention of Corruption Act, 1988; or (b) the Indian Penal Code or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract.

47. **Marginal Notes**

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.

-----X-----

Section (VI) - Appendix Hereinbefore Referred To

1	Defects Liability Period	Twelve months from the date of the handing over of the last escalator to the Bank.
2	Period of Final Measurement	3 months
3	Date of Commencement	10th day from the date of issue work order
4	Date of Completion	5 Months from the date of commencement
5	Liquidated damages at the rate of	As tender terms & condition
6	Minimum value of works for interim certificates/running account bill	20% of contract value
7	Period for honouring certificates of payment	One month for interim bills and 3 months for final bill.
8	Retention Money	5% of contract value till DLP
9	Security Deposit / PBG during installation and commissioning of escalators	5% of contract value till DLP
10	Interest for delayed payment	As per Bank rate
11	CAMC period PBG	As per tender terms and conditions

Section-VII

Scope of Work (A & B)

Sub section A. Scope of work & Technical specification during execution of work:

The Bank desires to replace all the two escalators installed between 2nd and 3rd floor of the Bank's Main Office Building at Kolkata with state of art current technology escalators. The scope of works is as under:

- I. Safely & Carefully Dismantling the existing escalators between 2nd and 3rd floor of BMOP.
- II. Site preparation including providing required support structure as per site requirement, if any, for installation of new escalators.
- III. Design, manufacture, supply at site (including transporting, clearing, loading/unloading at ports in India and unloading at site at Kolkata), installation, testing and commissioning of reversible escalators between 2nd and 3rd floor of BMOP as per technical specifications mentioned in the tender.
- IV. Providing safety barricades / railings at work site to avoid any accident during execution of work. The contractor shall also provide all required safety measures all the time to avoid any accident in respect of their workmen & public also.
- V. The contractor shall also remove the debris generated while executing the captioned work, on regular basis and keep the site neat and clean.
- VI. Providing one year Defect Liability Period (DLP) after successful handover of the escalators.
- VII. Providing services under Comprehensive Annual Maintenance contract (CAMC) for minimum 19 years after one year of DLP.
- VIII. All associated civil works for installation of the escalators will be in the scope of the vendor including modification of the existing Pit for housing escalator parts, adjacent sump etc. Complete.
- IX. Any other work, related to but not mentioned in tender, required for completion of the job.
- X. Spare parts, required all tools, testing and diagnostic equipments and measuring instruments as required to complete the scope of this tender.
- XI. Documentation.
- XII. All Coordination for submission of required documents & demonstration of systems for Local Authorities including obtaining required license shall be sole responsibility of the contractor.

- XIII. Commissioning of the system including test reports to demonstrate satisfactory working prior to handing over.
- XIV. Provide as-built drawings and handing over document comprising of list of recommended spares, catalogues and service schedule for each equipment/material.
- XV. Training of Bank's staff.

Sub section B: Scope of work during Defect liability period and Comprehensive annual maintenance contract period:

- i. Ensure that qualified team deployed by them, for the purpose for rendering the services required by the Bank under this agreement.
- ii. Ensure that his employees, while in the Bank premises or while carrying out their obligations under this agreement, observe the standards of cleanliness, decorum, safety, good behavior and general discipline laid down by the Bank and the Bank/ employer shall be the sole judge as to whether or not the tenderer and/ or his employees have observed the same.
- iii. Personally, and exclusively supervise the work of his employees so as to ensure that the services rendered under this agreement are carried out to the satisfaction of the Bank.
- iv. Ensure that no employees of the tenderer will enter or remain on the Bank's premises beyond the specified time limits without getting Bank's prior permission unless and necessary for fulfilling tenderer's obligations.
- v. Be liable for any damage caused to the Bank or its premises or any part thereof or to any equipment thereof or any property of the Bank and therein by any act, omission, default or negligence of the tenderer or his employees or agents.
- vi. The equipment supplied shall be guaranteed against all types of defects for DLP and CAMC period from date of handing over of the equipment to the Bank. Any defects in the system/sub-assemblies etc found within the guarantee period shall be rectified/replaced by the tenderer **free of cost**. Any assembly/parts/battery/wiring, etc. which requires replacement/wear and tear/damaged cables and/or any spares parts etc. shall be replaced as and when required, for which Bank shall not make payment as per terms and condition of the contract.
- vii. The system is also required to be maintained under CAMC for further period of **19 years. The format of one time Agreement for Comprehensive Annual Maintenance Contract is provided in the tender. The firm has to submit AMC agreement before settling the final bill of installation.**
- viii. During this period (DLP & CAMC) servicing at not less than **4** servicing per Annum (cleaning of rails, lubrication of moving parts, checking of electro mechanical components, safety, interlocking checking or any other checking as recommended by OEM) and attending to ANY NUMBER of breakdown calls shall be carried out free-of-cost.
- ix. There is no payment during DLP. However, the CAMC payment shall be made on **half yearly** on rendering satisfactory services.
- x. The annual maintenance service contract rate shall also consider all the cost, including labor, travel cost from the nearest service station, all spares parts, oil, cables, and upgradation of technologies and relocation of system as and when required including consumable items etc. required for smooth functioning of the system.
- xi. The Contractor shall carry out all the work strictly in accordance with drawing, details and instructions of the Bank's engineer.

B.1 Renewal of Rate of Comprehensive AMC:

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

$$A_C = A_P [(50 \times (EPI_C/EPI_P) + 50 \times (CPI_C/CPI_P))] / 100$$

A _C	The contract amount for the current year (excluding taxes)
A _P	The contract amount for the previous year (excluding taxes)
CPI _C	Consumer Price Index for Industrial Workers (All India Average) 6 months prior to the commencement date of contract for the current year
CPI _P	Consumer Price Index for Industrial Workers (All India Average) 6 months prior to the commencement date of contract for the previous year
EPI _C	Wholesale Price Index for Material handling, escalator and hoisting equipment 6 months prior to the commencement date of contract for the current year.
EPI _P	Wholesale Price Index for Material handling, escalator and hoisting equipment 6 months prior to the commencement date of contract for the previous year.

If contractor fails to provide the service from the date of handing over the system, The Bank reserves the right to initiate action against the firm as it deems fit including debarring the firm for further participating in any other tender invited by the Bank and security deposit amount shall also be forfeited without issuing any notice to the tenderer.

B.3: Penalty: Any fault in the system shall be rectified as per the rectification time given below failing which penalty shall be applied.

	Rectification time	Penalty
Any defects resulting escalator is not working	12 hours	₹1400 per day per escalator.

Note: The intent of undertaking major replacement of escalators is to avoid any Civil, Structural, Architectural changes, etc. Extra precautions are expected at all times to ensure safety for all including maintaining a very safe & clean environment always. Work under this contract shall be executed at contract rates as per conditions and specifications stipulated in this tender document. In addition, components/materials, which may not be specifically stipulated in the tender document, but which are necessary for satisfactory installation and/or operation of any portion of the work, shall also be provided within the contract rates without any extra cost. Contractors are invited to submit suggestions during the pre-bid meeting for any additions or deletions that may enhance the escalator replacement project. Contractor shall carry out and complete the work in all respects to the satisfaction of the Bank.

Section -VIII

TECHNICAL SPECIFICATION

The detailed specification of the desired equipment is provided in this section. Any deviation in the said specifications has to be brought out on or before Pre-Bid meeting. Section IX specifies some of these critical requirements and the deviations against those can be specified in the annexure itself.

1.0

GENERAL

The following Standard Specifications and Codes of Practice, currently applicable and updated as on date irrespective of dates given below, shall apply to the Escalators and the work covered by this contract.

STANDARDS / CODES

The following Standard Specifications and Codes of Practice, currently applicable and updated as on date irrespective of dates given below, shall apply to the Escalators and the work covered by this contract.

National Building Code of India	NBC – 2016
Specification for hot rolled and slit steel tee bars.	IS-1173-1978Reaffirmed 1987
Method of loading rating of worm gear.	IS-7443-1974Reaffirmed 1991
Code of practice for selection of standard worm and helical gear box.	IS-7403-1974Reaffirmed 1991
Isometrics screw threads.	IS-4218-(Part-II)1976 Reaffirmed 1996
Degree of protection provided by enclosure for low voltage switchgear and control gear.	IS-2147-1962
Classification of insulating materials for electrical machinery and apparatus in relation to their thermal stability in service.	IS-1271-1985Reaffirmed 1990
Code of practice for earthing.	IS-3043-1987
Electrical installation Fire Safety of Building.	IS-1646-1997
PVC insulated electric cable for working voltage up to and including 1100 volts.	IS-694-1990
Code of practice for electrical wiring and installation	IS-732-1989
PVC insulated (Heavy Duty) electric cables for working voltage up to and including 1100 volts.	IS-1554-1988 (Part-1)
Flexible steel conduits	IS-3480-1966
Accessories for rigid steel conduit for electrical wiring	IS-3837-1976
Boxes for the enclosure of electrical accessories	IS-5133-1969 (Part 1)
Guide for safety procedures and practices in electrical work	IS-5216-1982 (Part-1)
Conductors for insulated electric cables and flexible cords	IS-8130-1984
Miniature Circuit Breakers	IS-8828-1996
Rigid steel conduits for electrical wiring (Second revisions)	IS-9537-1981
Methods of test for cables	IS-10810-1998
Earth Leakage Circuit Breakers.	IS-12640-1988
Molded Case Circuit Breakers	IS-13947-1993

General requirement for switchgear and control gear for voltage not exceeding 1000 volts.	IS-13947-1993
1100 volt grade XLPE insulated armored cables	IS 7098
Rules for design, installation, testing and operation of lifts, escalators and moving parts.	IS 1735-1975
Code of Practice for Installation and Maintenance of Escalators	IS 4591 – 1968
Safety of escalators and moving walks- Part 1: Construction and installation	EN 115-1:2008+A1:2010/2017
Safety of escalators and moving walks - Part 2: Rules for the improvement of safety of existing escalators and moving walks	EN 115-2:2010/ 2017
Seismic Zone: Comply with code requirements for seismic risk zone-III	IS: 1893-Part 1 & 2 -2002
Safety Code for Lifts and Escalators	EN 81-80
Electromagnetic Compatibility	EN 12015 & EN 12016
Maintenance Instructions for Lifts and Escalators	EN 13015
Life Safety Code	NFPA 101

The bidders shall also take into account the applicable local and State regulations for the design and installation of escalators.

- (a) In addition, the relevant clauses of the following, as amended up to date shall also apply:
 - The Indian Electricity Rules 1956
 - The Indian Electricity Act 1910
 - Local Fire safety regulations
 - Building Bye-Laws
 - CPWD specification for Elevators and Escalators work
 - Any applicable local elevators and Escalator act / rule for design and installation of the elevators and Escalators
- (b) In the event of a conflict between any of the above applicable or reference standards, the more stringent requirements shall take precedence.

1.1 TECHNICAL PARAMETERS

- a. Technical parameters for passenger escalators (e.g., size, travel length, speed) are detailed in Section IX. Bidders must provide item-wise confirmation or comments in the designated column within that annexure. Any deviations from tender requirements must be clearly highlighted in this section; otherwise, it will be presumed that the offer fully conforms. Tenders that do not include a duly filled-in Section IX may liable to be summarily rejected.

1.2 Design Criteria

The escalator contractor shall develop the design based on the below specifications and on proven and reliable engineering practices and submit the all-escalator drawings to the Bank for approval. All sub systems & equipment shall be of proven design.

The design of the equipment offered should meet the following criteria:-

- Usage of the latest state of the art technology.
- Design enhancements should not reduce the life cycle of equipment / components
- Design life of at least 30 years.
- Highest levels of reliability & spare parts availability

- Lowest maintenance cost
- Modular design
- Minimum life cycle cost
- Highest levels of safety
- Environment friendly
- Online monitoring system for escalator health

This document ensures that the escalator manufacturer's design adheres to the specified criteria and that the equipment meets all performance parameters, not only at handover but consistently throughout its service life cycle.

The contractor shall provide built-in diagnostics to minimize downtime and demonstrate compliance with performance requirements.

The contractor must explicitly confirm all design inputs—including precautions and control measures factored in to ensure noise, vibration, and other performance standards are met.

This section provides the technical requirement of Indoor Escalators, their components, safety devices, etc. All features shall be according to the standards/ codes listed below. The contractor shall be responsible to check and ensure dimensions of Escalator Bays before manufacturing, the requirements of statutory laws and local codes of Electrical inspector and the equipment offered are suitable for the space available.

Contractor shall have to give assurance regarding service & availability of all spare parts till escalators design life i.e. 30-yrs

2.0 GENERAL CONSTRUCTION

Each Escalators will be State-of-the-art technology, having nominal step width with appropriate numbers of horizontal Steps on top & bottom, a self-contained unit with all Safety features consisting of Truss, Step device units, Step Chains, Comb Plates, Handrails, Driving Machine Controller, Safety Devices, Balustrades and all other parts required to provide a complete Escalator as specified here.

The angle of inclination of escalator shall be 35° or as per site requirement and minimum transition radius at the upper landing and lower landing shall be suitable for smooth transition of required number of horizontal steps.

The Escalators machine shall be of geared type compact and should contain the motor, gearbox and machine brake in single housing. The machine shall be directly connected to the main drive shaft by a commercial roller chain. The machine shall be suitable for operation in the environmental conditions of the site and shall be installed as per locations shown in the Architectural Drawings.

The escalators shall be suited for 20 hours per day duty, 07 days per week with load factors as defined in EN 115-1:2008+A1:2010/ 2017.

3.0 SYSTEM DETAILS & SCHEMATICS (CONSTRUCTION)

The complete Escalators shall comprise of all parts and accessories, which are necessary for its efficient operation, whether specifically mentioned or not. The key parts and accessories along with their functions and features are listed below:

3.1 DRIVE UNIT

Each Escalator shall be independently driven by a geared type-driving machine (or traction machine), comprising mainly of the driving motor, a coupled Gear Box unit (for Speed reduction) and an electrically released & mechanically applied Brake (for stopping the Escalators). Each traction machine shall be located in the Upper Landing within the truss and shall be removable en-bloc from the truss for repair or maintenance. The Escalators driving motor shall be suitable for operation on 3-phase, 415Volt $\pm 10\%$, 50Hz $\pm 5\%$ AC supply and

it shall comply with IS: 12615/IEC 60034 and shall have an efficiency of IE3 or above or the combined motor and gear box efficiencies more than 82% at full load. The 3-phase Induction Motor shall be totally enclosed with external cooling fins. Sound level of the system shall not be more than 65 dBA at 1 meter from the balustrade. The required acoustic treatment shall be provided as necessary, to meet this requirement.

The driving machine shall be of heavy-duty worm; helical or planetary gear type especially designed for escalators and shall be fitted with a low oil level alarm in the gear box.

The Motor insulation shall be Class F and ingress protection shall be Class IP55.

3.2 CONTROLLER

The Escalators motion, travel-direction, speed and stopping etc. shall be controlled by a compact and reliable microprocessor-based controller that is specifically designed for the Escalators operation. The controller shall be of a proven design and would ensure continuous operation of the Escalators over its Service-Life. The controller shall have microprocessor based diagnostic system with self-checking feature and meant for indicating/ displaying common Faults (that may occur during the Escalators operation). The machine switches are to be provided in metal cabinet housing. The cabinet shall be installed inside the escalator and shall be protected with the ingress protection class IP54.

3.3 TRUSS

The support angles, which are welded to the truss at the ends of both landings, carry the weight of the Escalators. The Escalators shall be provided with Structural steel truss or girder, which shall be designed to support the Escalators Dead weight and additionally, the peak passenger-load at Escalators full capacity operation. The maximum calculated or measured deflection shall be as per EN-115: 2017 code of the distance between the supports under a continuous uniformly distributed passenger loading of 5 KN/sqm (load area = width of escalator step x distance between supports). The truss design shall also ensure required safety to sustain the Steps and running Gear in operation. In the event of failure of the track system, it shall retain the running gear in its guides. The construction design of the truss shall be such that it allows for easy inspection of the interiors of the Escalators. Other parts inside the truss such as return station, shaft etc. shall be hot dip galvanized / with protective coating for corrosive resistance. The welded truss is to be made of warm rolled standard steel profiles. The truss shall be protected against corrosion by a prime coating. Oil tight welded sheet steel bottoms plate of thickness not less than 5mm is to be welded over the full length and width of the bottom of the truss. The sides of the truss are of frame work design. All cords, truss posts and diagonals are hollow profiles/ angles/ channels.

The truss support structure shall be designed in such a way to isolate structurally transmitted vibration and sounds. All the escalators shall be isolated from the supporting structure with rubber pad as per manufacturer standard /neoprene type bearing pads / neoprene impregnate duct pads/ compressed fiber-glass pads of 3mm static deflection, sized to accommodate the loads at the various support points. Any restraints or anchoring bolts, if provided, shall be isolated from the mounting structure with neoprene pads 10 mm thickness. The entire mounting system shall be totally captive and allow equipment/ base to move more than the thickness of the pads. However, the material & thickness of isolation pads, (bearing pads, duct pads, support pads) etc shall be specific to manufacturer meeting functional requirement is acceptable.

The truss shall be designed and manufactured to suit the distance between supports shown in the architectural drawings, structural drawings and site dimensions.

Where truss extension are required to meet the mounting points as detailed in the architects drawings these are to be of equal length at top and bottom ends to ensure that newel ends align at all levels both horizontally and vertically.

3.4 TRACK SYSTEM

Escalators shall have closed track system and track holders shall be fastened to the framework of the truss. Track holders shall be welded to the truss after very precise alignment.

3.5 MAIN DRIVE

The main drive shall be located in the upper landing and shall consist of a rigid solid shaft, which shall eliminate torsion and allow replacement of main shaft bearing easily without dismantling the balustrade.

3.6 TENSION CARRIAGE

The tension carriage for tensioning of the step chain shall be located at the lower landing of the escalator. It shall be laterally guided by sliding block, which shall guide and constantly tensioned by two compression springs.

Correct chain tension shall be monitored by safety switches at each side of the tension carriage

3.7 BALUSTRADE

The Escalators shall be provided with minimum 10mm thickness clear tempered glass balustrade on its each side, having adequate mechanical strength and rigidity and the design of the crystalline element of the safety glass shall be in accordance to IS-2553. The Interior and Exterior Panels shall be fixed in a manner to withstand the stresses and impacts expected during operation and use of the Escalators at its full capacity. The balustrade height shall be minimum 1000 mm or as specified. Material of the skirting shall be Stainless Steel hairline finish grade 304 with a thickness of minimum 2 mm. The coefficient of friction of skirt panels shall not be less than 0.45.

The joints in the glass balustrades shall align with all joints in the inner and outer deckings. The newels of adjacent escalators shall be in line vertically & horizontally.

3.8 HANDRAIL

The Escalators balustrades top shall be provided with endless loop handrails made of a special, high-quality and water-repellant synthetic rubber material / polyurethane having long-durability. All handrails have an endless inner steel cord member. The handrails shall move in the same direction and at substantially the same speed, as that of the steps. The handrail drive system shall be provided with guides immediately before and after the drive wheel. Guide rollers shall support the returning portion of the handrail not more than 2 m interval. Adequate provisions shall be provided to maintain proper tensioning throughout the service life of the handrail and prevent tightening/loosening and excessive heating up of the handrail during operation. The temperature rise of the handrail during operation shall not exceed 6°C above station ambient temperature. The handrail shall overlap sufficiently with the handrail decking (top deck), to prevent pinching and trapping fingers or hands due to running clearance. The lips at the handrail shall be of sufficient rigidity to prevent the handrail being easily removed from the handrail guides by a force of 300 N.

3.9 STEPS

The Escalators Steps shall be made of corrosion-proof Casting-grade Aluminum Alloy, having sufficient mechanical strength and good construction to fully satisfy the intended purpose of their use; that-is, carrying the peak load of passengers without distortion. Each step shall be supported on four wheels, two of which shall be the step chain, wheels and shall be capable of carrying the basic load with the safety. Individual step loading shall be assumed as 6000 N/m². The design of the mounting of all wheels on the step shall ensure that the centre line

of the wheel shall remain perpendicular to the running track under all the load conditions. Step dimension shall have a tread width of 1000 mm with at least 400 mm deep and not more than 210 mm high. Safety factors used in the design shall, as a minimum, conform to EN 115-1:2008+A1:2010/ 2017. The step shall be one piece, pressure die cast, high wear and corrosion resistant aluminum alloy. The step casting shall bear a marking, which clearly indicates the month and the year of manufacture. The step shall be type tested according to EN 115-1:2008+A1:2010/2017 (Latest version). The tread surface of each Step shall be slotted in parallel-direction to the travel of the Steps.

Cleated treads & risers shall need to be provided.

The design of the steps shall be such so as to permit the steps being easily removed without any disturbance to the balustrade or the need for dismantling any part of the drive chain or its mechanism.

3.10 MAIN & STEP CHAINS

The drive unit shall be connected to the main chain wheel (attached to the main shaft) with a duplex chain. The Main Shaft shall further drive the Step Chain Bands. The step chain shall be made of links and is provided with wheels. The Step Chain Band shall be of endless roller type located on both sides of the moving steps and having step chain strength value shall be as per EN-115. The steps are attached to the step chain by solid / hollow axles to optimize its performance link both sides of the step chain as per OEM standard design as per EN-115. The maximum pressure of step chain pin and its design life shall be as per EN-115.

Each step chain shall be provided with an automatic tension device at the lower landing level to maintain proper tensions under various load conditions.

3.11 AUTOMATIC LUBRICATION DEVICE

The Escalators shall comprise of an in-built automatic lubrication device, to lubricate the main driving-chain, all main bearings, step chain wheel and step-chain bearing automatically, which can ensure their smooth-operation for a long period and thus shorten the maintenance downtime. The drip-feeding system and all lubrication points should be easily reached and monitored from the upper landing machine room. Drip pans below lubricated components need to be provided.

3.12 COMB PLATE

The Escalators comb plates in the entrance/ exit areas shall be easily replaceable comb segments, having teeth that interlock deep into the steps. All comb segments must be identical & easily inter-changeable. In the event of some foreign body's penetration into the comb segments, safety contacts must bring the Escalators to a halt. To activate the safety contacts, the comb plate must be able to slide horizontally and vertically.

3.13 COMB

The combs shall be made of metal with grooves. They should be screwed to the comb plate for case of replacement if necessary. The comb teeth should have intentional rupture points allowing them to break easily in the event of an object getting trapped between the step and the comb thereby preventing serious damage.

At each landing, yellow colored comb lighting shall be provided to illuminate the entry points of the escalator flat steps at top and bottom landing.

3.14 LANDING PLATE

The landing plate of the Escalators meant to provide a secure foothold for at least 0.85 m from root of comb plate and shall have an Anti-slip Pattern. Landing Plate should allow access to both machine room and maintenance room.

Each section of the landing plate shall be designed to withstand a rated load of 5000 N/sqm and shall have adequate bracings installed at the underside throughout the span of the landing plate sections. The Central bracing width shall be minimum 100 mm and thickness

shall be design based on the rated load. Each section of the landing plate shall be interlocked with an overlap of at least 50 mm with each other to provide a fail-safe structure.

3.15 KEY OPERATED START FUNCTION

The Escalators operation shall be started/ switched-off by a special key provided along with the Escalators.

Once started using the key switch, provision shall be made using infrared devices to automatically start and stop the escalators. These sensors shall be provided on both landing of the escalators and shall be capable to stop the escalator incase passenger movement is not detected for a preset time. The escalator shall automatically start once the passenger movement is detected at the entry points and in case of wrong direction entry.

3.16 EMERGENCY STOP BUTTONS

The Escalators should be equipped with emergency stop buttons near top and bottom landings and in middle part of the escalator for stopping the equipment in emergency.

3.17 TRAFFIC FLOW LIGHTS

The Escalators shall have traffic direction light of distinct color at highly-visible location(s) near the Escalators at both landings, to indicate the direction of its movement to the approaching passengers and thus, prevent their wrong-way Entry.

3.18 ELECTRICAL WORKS / ITEMS

All electrical works and switch gear for the Escalators installation shall conform to the Indian Electricity Rules 1956 (with up to date amendments). All power cables and wiring shall be fire resistant low smoke halogen free (FRLSH) copper cables of 1 kV grade conforming to IS: 694 and IS: 1554. No bare Conductor shall be used in any Escalators as it may cause electrocution danger to the personnel. The control switchgear must be mounted in sealed enclosure. Bank shall bring the power supply cable to this switchgear. Escalator system supplier / installer shall also provide MCCB in the main control station and control circuit breaker in the return station.

All electrical and electronics component shall be designed with ingress protection class IP54.

3.19 GREASES/ OIL/ DIRT AND WATER

Separate collector & drainage sumps for loose/ falling/ accumulated – grease/ oil/ dirt and water shall be provided in the Escalators, at its lower return station, to ensure the Escalators cleanliness w.r.t. these elements and thus, preventing the happening of any likely hazard due to them. Drip pans shall be used for collection of grease / oil / dirt.

3.20 EMERGENCY HAND WINDING

Provision shall be made for emergency hand winding of the escalator in either direction. The direction of hand winding corresponding to direction of steps movement shall be clearly marked. The hand winding wheel if removable shall be stored in a specially made rack adjacent to the drive unit.

3.21 ANTI-CLIMBING GUARD

There is a possibility that person can climb up the outer decking profile. The escalator contractor shall fit laminated safety glass anti climbing guards, location to be agreed, at 90 degree to the decking section.

3.22 INTERSECTION GUARD

Intersection guards need to be provided in case there is a possibility of entrapment of any body part between escalators and floor intersection or in case of criss-cross arrangement of escalators. The guard shall be designed in such a way that it shall extend at least 100 mm below the handrail lower edge when suspended from a ceiling intersection or any obstacle.

4.0 SAFETY DEVICES / FEATURES

Operating and safety devices conforming but not limited to the following requirements shall be provided: -

4.1 MOTOR OVERLOAD & THERMAL PROTECTION DEVICE

The driving motor shall be protected against excessive current due to either overloading or short-circuiting. Such protective devices shall be provided for each phase of the motor winding. After the intervention of this safety device, the power supply to the motor shall be disconnected and it shall only be possible for a competent person to reset it back to its normal working condition.

If the detection of excessive current depends upon a temperature increase in the motor winding, such a device may be automatically reset after the fault is removed and the winding cooled down sufficiently, but shall not restart the Escalators automatically. Built in type thermal protection, if offered, shall conform to EN 115-1:2008+A1:2010/2017.

4.2 STARTING SWITCH

Spring return key operated starting switch with running directions marked on the faceplate shall be provided at both ends of the Escalators. These switches shall be positioned to enable the operator, when using the key to start the Escalators, to see the entire Escalators. The key shall be removable only in the neutral position.

4.3 SERVICE STOP SWITCH

Service stop switches shall be provided within the machinery spaces at both ends of the Escalators. The switches shall be conspicuously and permanently marked and located such that switching can be accomplished without passing or reaching over any part of the machinery. The operation of these switches shall disconnect electrical power to the controller and the drive mechanism and shall activate the brakes. The switch shall be rated to interrupt the starting current of the motor and the fuses shall be rated for the available fault current at the switch. Inspection run shall also be prohibited.

4.4 EMERGENCY STOP SWITCH

Recessed type, momentary pressure, emergency push button stop switches with extended sleeve to protect against accidental operation shall be provided on each Escalator. A minimum of one switch shall be located in conspicuous and accessible positions at the newel at both ends of the Escalators. The operation of these switches shall disconnect electrical power to the drive mechanism and activate the brakes(s). It shall not be possible to start the drive mechanism by the use of these switches. Proper signage shall be displayed so that the location of the switch can be easily identified.

4.5 SPEED GOVERNOR

Speed governor shall be provided which disconnects electrical power to the drive mechanism and activates the brake, should the speed of the steps exceed the rated speed by more than 20%. The speed governor is not required in cases where alternating current induction driving motors are used, provided the slip does not exceed 10% and the motor is directly connected to the drive mechanism.

4.6 BROKEN AND LOOSE STEP CHAIN SAFETY DEVICE

Devices shall be incorporated as part of each tension carriage which shall disconnect electrical power to the drive mechanism and activate the brake if the step chain breaks or if the tension on either chain drops below (or exceeds) a predetermined value, or if the motion of a chain is interrupted.

4.7 BROKEN DRIVE CHAIN DEVICE

Where the drive mechanism is connected to the main drive shaft by chains, a device shall be provided which will disconnect electrical power to the drive mechanism and shall activate both the operational brake, and the additional brake in the event if the driving chains fail or excess sagging.

4.8 NON REVERSING DEVICE

A device shall be incorporated to detect reversal from the pre-set direction of motion and activate the operational and auxiliary brakes to stop the Escalators.

4.9 HANDRAIL FINGER GUARD SAFETY DEVICE

Detection device shall be provided at points where the handrails enter the Escalators newels. These devices shall disconnect electrical power to the drive mechanism and activate the brake in the event of an object entering the gap between the handrail and newel.

4.10 STEP & SKIRT SAFETY DEVICE

Detection devices shall be provided in Escalators skirting panels in close proximity to the upper and lower comb plate tips, on the track system at the upper and lower curves and at 7.5 m intervals along the incline of each Escalator. Electrical power to the drive mechanism shall be disconnected and the brake(s) applied if any one of these devices be activated due to the skirt panels being forced away from the steps.

4.11 COMB PLATE SAFETY DEVICE

Safety devices shall be incorporated at both sides on the comb plates at each landing, which shall disconnect electrical power to the drive mechanism and activate the brake if any object become wedged between the comb and the step. The device shall be able to operate in the horizontal and vertical direction.

4.12 STEP LOWERING DEVICE

Devices shall be provided which will disconnect electrical power to the drive mechanism and activate the brake, if a step be lowered due to excessive load or breakage. The detection shall be effective at the left, centre and right side of the step. The device shall be located near the top and bottom curves for the Escalators. These shall be located such that the lowered steps stop in front of the comb in order to prevent further damage.

4.13 INSPECTION CONTROL

Inspection control complying with BS EN115:2008+A1:2010/2017 shall be provided at both landings.

4.14 MISSING STEP DETECTION DEVICE

Detection devices shall be provided to stop the Escalators before the missing step opening appears on the passenger side of the Escalators.

4.15 HANDRAIL SPEED DETECTION DEVICE

Each handrail shall be fitted with a device, which shall stop the Escalators when the handrail speed exceeds $\pm 5\%$ of the rated speed.

4.16 BROKEN HANDRAIL DEVICE

Each handrail shall be equipped with a mechanically operated electrical safety devices of approved design to detect undue tension, excessive elongation and handrail failure.

4.17 FLOOR PLATE SAFETY DEVICE

Safety switches of approved design shall be provided underneath each hinged floor plate / multiple sections of floor plates at both the upper and lower landings. The Escalators shall stop when the floor plate is opened unless under maintenance / inspection mode.

4.18 STEP UP-THRUST DEVICE

Safety device of approved design shall be provided at the upper and lower landings to stop the Escalators if an Escalator step be sagged or displaced against the “up-thrust” track at the transition curve from incline to horizontal in the passenger carrying side of the track system.

4.19 SKIRT BRUSH

Brush type deflector device shall be provided along the step nose line on the skirt panel to keep feet and loose clothing clear of the possible trapping point and safety against garments such as Saree and loose cloths etc. The brush bristles shall be made of fire-resistant nylon filaments with split ends to give a soft face.

4.20 BRAKE LINING SAFETY SWITCH AND BRAKE LIFTING SAFETY SWITCH

Details of safety device shall be submitted for design review without objection by the purchaser and same shall be provided at each shoe of the machine brake to monitor the lining thickness and to detect any abnormal or uneven wear of brake lining.

4.21 PHASE PROTECTION DEVICE

A phase protection device shall be provided in the controller to prevent setting in motion or to stop the Escalators in the event of phase failure or phase sequence reversal of the power supply. An illuminated visual indicator shall be provided on the control cubicle/controller to signify actuation of this device due to phase failure or phase sequence fault. The indicator shall remain illuminated until the fault is rectified.

4.22 EARTH LEAKAGE PROTECTIVE DEVICE

An earth leakage protective device or residual current device shall be provided such that any dangerous earth leakage to the Escalators metalwork shall cause the immediate stopping of the driving machine and disconnection of the power supply/controller.

4.23 ANTI-STATIC DEVICE FOR STEPS AND HANDRAIL

An anti-static device shall be provided for the steps and the handrails to discharge any static charges accumulated in the steps and the handrails of the Escalators.

4.24 MONITORING AND FAULT DIAGNOSTIC SYSTEM

A microprocessor based monitoring and fault diagnostic system to provide information on the operation; identification and display of all faults that have caused the Escalators stop including emergency stops shall be provided. An alpha – numeric play unit indicating the fault code or fault message shall be installed at an easily accessible and protected location on the handrail decking at both the landings. The display of the last fault can only be reset after the fault causing the stop is cleared but the historical record shall remain in the microprocessor. Faults that do not require the attendance of the maintenance staff shall be easily identified to enable the operator to re-set and re-start the Escalators.

4.25 AUXILIARY BRAKE

Auxiliary brake shall be provided to guarantee the safety of the passengers by interrupting the safety circuit and stopping the escalator.

- If the main drive chain breaks
- If the over speed governor trips, or
- If the direction of movement of the steps shall involuntarily reversed.

4.26 SPRINKLER SYSTEM

All the Escalators shall be equipped with a sprinkler system in the top machinery space and bottom pit. The escalator system supplier/installer shall provide sprinkler pipes and heads inside truss for the Escalators and shall co-ordinate with designated Contractors and make adequate provision to incorporate all the required fire protection equipment and to get the sprinklers provided in the landing pits and machine rooms connected to the main Fire Sprinkler / Suppression system.

Connection to the building fire sprinkler system and fire detection alarm system shall be provided by AAI near the Escalator pit, the further extension and connection with the escalator sprinklers / fire system shall be done with by the escalator system supplier/installer.

5.0 SEISMIC OPERATION

The Escalators shall be provided with Seismic Operation Control system. Upon detecting such wave, the device shall direct the Escalators to shut down.

Upon seismic activities escalators must shutdown and remain shut down until controller is manually reset and the units are started with a key. Escalator system supplier / installer shall provide one fixed and one floating support.

6.0 FIRE EMERGENCY OPERATION

Fire emergency operation for all the escalators need to be provided. A means to integrate the building fire signal with escalator control system need to be provided.

Upon detecting fire signal, the escalator control system shall stop the escalators.

7.0 LIGHTING AND FIXTURES

The Escalator system supplier / installer shall provide the following:

- (a) Lighting outlet fittings, switches and wiring together with general purpose power point outlets as considered necessary to facilitate maintenance at machine compartment, pit and in the escalator truss.
- (b) Comb Lights complete with skirt panels on each inner side of the balustrades at both top and bottom landings. The comb lights shall be connected to the control panel and wired so that the lights shall operate only when the escalators are in motion. LED lights shall be to illuminate the full width.
- (c) Continuous LED skirt lighting and Under step lighting shall be provided
- (d) There shall be a permanent light, suitably protected, in every machinery space, which can be switched without passing over or reaching over any part of the machinery. A 15 amps switch socket outlet shall also be provided and installed adjacent to the light switch. Permanent light with easily accessible switch and one no. 15 Amp socket outlet in the escalator pit shall be provided for maintenance / servicing of the equipment.

8.0 BMS COMPATIBILITY

All the Escalator shall be integrated with IBMS by providing the necessary interfacing circuits/ hardware for the BMS system in each Elevator / Elevator controller, in order to achieve an integrated 'view' of the Elevator being monitored.

The monitoring shall include, but not limited to, the following:

- (i) Emergency Stop Status
- (ii) Under Maintenance Mode Status
- (iii) Run/Stop Status
- (iv) Starter Key Operation Status
- (v) Fireman / Seismic Operation
- (vi) Safety trip/stop signals
- (vii) Any other parameter as per relevant IS/EC code.

The Controller shall send the necessary information via the Ethernet /IP.

9.0 TESTING

Bank reserve the right to inspect the Escalators and its components during manufacturing, installation & post installation.

9.1 TESTS DURING MANUFACTURING

Testing for the various items of equipment shall be performed at factory of the escalator system supplier / installer. Test certificates for various components including but not limited to the following shall be furnished as EN-115:

- Step Chain and Drive Chain
- Handrail
- Step and Chain rollers
- Main motor
- Machine Brake
- Auxiliary Brake
- Controller

(a) Acceptance Tests

Following acceptance tests shall be carried out in presence of Bank's representatives at works / site:

- (i) Complete escalator system including truss, track, chain, rollers, steps, controller, handrails, balustrade, monitoring and fault diagnostic system, electrical wiring, safety devices, supporting systems etc. shall undergo a comprehensive running and functional testing in accordance with the approved test specification to verify compliance with the Specification.
- (ii) The tests shall include the following as a minimum:
 - Truss deflection shall be recorded under full load conditions;
 - Carry out a full escalator assembly inspection
 - Verify the functionality of the monitoring and fault diagnostic System, all safety devices and all other electrical switches.
 - Inspection to verify that the balustrade complies with the Specification and is aesthetically pleasing.
 - Insulation resistance and pressure testing of all power and control circuits.
 - Carry out a 24 hours continuous running test, 12 hours in each direction, without stopping except to change direction.
 - Record the noise levels to verify compliance with the Specification.
 - Braking Tests.

Note: any equipment, material etc. required to perform above or any the other test at site shall be sole responsibility of the contractor within the scope of this contract.

(b) Factory Inspection

- (i) Bank's authorized representative shall have full powers to examine the material and workmanship at the contractor's work or at any other place where the material or equipment is manufactured. Acceptance of any material or equipment shall in no way absolve the contractor of his responsibility for meeting the required specifications.
- (ii) Routine tests for the various items of equipment shall be performed at the contractor's manufacturing works and test certificates shall be furnished. The contractor shall permit Bank's authorized representative to be present during any of or all the acceptance test in respect of the equipment/work.
- (iii) Contractor shall give sufficient time advance notice for Bank's authorized representative for inspection at the original equipment manufacturers' factory in India or abroad. All the expenditures in connection with deputing of Officials would be borne by Bank. However, in case inspection results are not satisfactory or all materials are not offered for inspection by the contractor, the cost of second inspection incurred by Bank shall be recovered from the bill of the contractor.

(iv) The Escalators to be supplied under this contract shall be offered for factory inspection.

9.2 TESTS DURING INSTALLATION

A test and inspection specification shall be prepared for each of the following critical phases of work. Forty-eight hours' notice is required prior to completing these phases to enable Bank to carry out any checks it deems necessary. The following are the minimum requirements:

- Definition of datum and installation of bearing plate
- Alignment of truss and end supports
- Alignment of drive and reverse station
- Alignment of track brackets
- Alignment of incline tracks
- Installation and alignment of upper and lower newel wheels
- Alignment of skirting brackets and panels
- Installation of step chain and steps
- Installation of balustrade steelworks
- Alignment of handrail tracks
- Installation of top decking panels, inner panels, skirting returns and kick plates.
- Installation of upper and lower comb plates and access floor covers.
- Alignment of "over speed" / "under speed" detection unit drive chain, handrail and countershaft drive chains.
- Installation of switches and wiring.
- Installation of lubrication system
- Installation of wiring and cabling
- Earthing and bonding checks
- Installation of controller
- Installation of escalator cladding and decking extension.
- Operation of safety devices.

9.3 POST INSTALLATION TESTS AT SITE

Post installation test at site shall be conducted by the escalator system supplier/installer in the presence of Bank's representative as per EN 115-1: 2008 + A1:2010/2017 and the below is not an inclusive list. Also the escalator system supplier/installer shall have to perform tests to confirm the performance parameters in the presence of Bank's representative, post installation and commissioning.

The tools & tackles required for such tests will have to be brought in by the escalator system supplier/installer. All test instruments shall be calibrated not more than one year prior to their use. The contractor may be asked to submit calibration certificates or other documents for proof of compliance.

(a) Final Electrical Tests

Each escalator shall be subject to a rigorous electrical testing which will prove the functionality of the escalator control, safety and support systems.

The over speed protection devices shall be tested by operating the escalator at rated speeds and tripping the over speed device manually. The device shall have been separately tested and set in the factory to operate at escalator speeds called for in this Specification.

The handrail tension malfunction devices shall be tested manually.

The broken chain protection shall be tested by operating the escalator at rated speed and tripping the broken chain device by hand.

The device providing against sudden and unusual strains on the step chains shall be tested by operating the device by hand.

All push buttons, starting switches, relays, interlocking, controls and features required in connection with the work shall be inspected and tested to prove that the complete escalator functions properly under any and all conditions of operation within the limits specified.

All conductors shall withstand a 1000V megger test with the voltage being applied between each conductor and ground. Each conductor shall show an insulation resistance to earth of not less than 3 Mega ohms.

(b) Weight Test/Load Test

The weight test for each escalator including verification of braking distances shall be conducted when the site testing of the escalator has been substantially completed. Details of the requirements shall be as follow:

The escalator shall be run under a series of test load conditions.

In line with EN 115, the Escalator will be started at No Load and its Starting Current measurement. Thereafter, the following readings shall be taken under no load, 25%, 50%, 75% and full test load, and no load after adjustment at full test load;

- Running current
- Supply voltage
- Motor speed
- Braking deceleration measured as slip through the brake
- Escalator and handrail speed
- A tripping switch shall be provided to enable accurate measurements of braking distances to be made

The stopping distance versus the operation brake spring settings diagram shall be obtained by determining the following points:

- Brake spring setting at lower limit of stopping distance at no load
 - Stopping distance at full load at brake spring
 - Brake spring setting at upper limit of stopping distance at full load
 - Stopping distance at no load at brake spring setting
 - It shall be demonstrated that the brakes can be adjusted to meet the requirements of the Specification under all conditions of load and the brake torque checked and recorded
- Testing weights shall be supplied, placed in position and removed from site after use, by the Contractor

(c) Final Mechanical Test

The purpose of this test is to ensure that all site test specifications are complete, all "snagging" faults have been rectified and accepted and there is no damage to any part of the step band following the Weight Test. Additionally, the same is to verify that all barriers, signs and notices are provided.

(d) Twenty-Four Hour Run

Each escalator shall be subjected to a 24-hour continuous running test, 12 hours in each direction, without stopping except to change direction. This test is to ensure that there shall be no undue noise, vibration or abnormal temperatures arising from any component during the testing period. If any of these occur, the escalator shall be shut down for checking and/or repair and the same tests shall be repeated.

(e) Integrated System Test

The escalator system supplier/installer shall co-ordinate and carry out interfacing and integrated testing together with other System-wide Contractors to ensure that all the integrated systems function as desired.

10.0 Statutory Approvals & Licensing

- Liaison Responsibility: The successful bidder shall be responsible for end-to-end liaison with the Chief Electrical Inspector (CEI) or relevant State Escalator Inspectorate to obtain the "License to Operate" the escalator.

- Payment of Fees: All official statutory fees, including permit-to-erect and license-to-operate fees, shall be payable by the Bank. The bidder must provide the official challan/demand note from the authority, which the Bank shall pay directly or reimburse upon production of original receipts.
- Documentation: The bidder must prepare and submit all required technical drawings, test reports, and completion certificates as per the State Escalator Act and National Building Code (NBC).
- Testing & Inspection: The bidder must arrange for the physical inspection of the escalator by the government inspector and provide all necessary tools, load weights, and technical manpower for the successful conduct of safety tests.
- Validity: The bidder must ensure that, license for all the escalators are obtained before the final handover of the system. The bidder shall also do the required liaisoning with the escalator licensing authority, while renewal of the escalator licence post defect liability period.

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Section - IX

Technical Details to be filled by Contractor/ Bidder

Note: - Bidders to give item wise confirmation/comment against each parameter. Deviations if any shall be clearly brought out in this Performa.

Sl. No.	Items	Requirement as per Tender	Compliance by the bidder (Yes/No)
A)	General Specifications		
1.1	No. of Escalators	2	
1.2	Serving Floors	Between 2 nd and 3 rd floor of Main office building	
1.3	Power Supply	415 Volts $\pm$ 10%, 3 Phase, 50 Hz $\pm$ 5%, Alternating Current	
1.4	Machine	Located inside truss-upper landing, Integral Operational Brake	
1.5	Control	AC VVVF Microprocessor Control with Auto Start / Stop and Slow Speed (0.2 mps) functions and Key operated direction reversal. Controller to be located inside truss, Upper landing	
1.6	Speed	Nominal Speed - 0.5 Meter Per Second (mps) Stand-by / Maintenance Speed - 0.2 mps	
1.7	Step Width	1000 mm (Nominal)	
1.8	Step Depth	400 mm or as per design by OEM	
1.9	Step height	210 mm or as per design by OEM	
1.10	Escalator capacity	6000 person per hour	
1.11	Inclination Angle	35° (approx..)	
1.12	No. of Horizontal Steps	04 (Four) on Each Landing	
1.13	Arrangement	As per Design	
1.14	Balustrade Profile Material	Hairline Stainless Steel 304 Grade	
1.15	Balustrade Height	1000 mm (Nominal)	
1.16	Balustrade Vertical Panels	Self-Supporting safety toughened Tempered Glass of 10 mm thickness	

1.17	Balustrade Vertical Panel Colour	Clear Transparent Glass	
1.18	Outer Cladding Material and Scope	To be provided by bidder in Stainless Steel 304 Grade with minimum panel thickness of 1.2 mm	
1.19	Control Type	Auto Start OFF / ON feature with infra red sensors and Traffic flow lights at both landings	
1.20	Installation	Indoor	
1.21	Application	Office	
1.22	Intermediate Support	As per design requirement with safety provisions.	
1.23	Handrail Belt	Vulcanized Rubber	
1.24	Handrail Belt Colour	Black	
1.25	Handrail Entry	Aluminum / As per OEM Standard	
1.26	Skirting Material	Hairline Stainless Steel 304 Grade with minimum panel thickness of 2 mm	
1.27	Thickness of Decking Material	1.5 mm	
1.28	Inner & Outer Decking	Hairline Stainless Steel 304 Grade with minimum panel thickness of 1.5 mm	
1.29	Steps	One Piece Die Cast Aluminum / Stainless steel as per OEM design	
1.30	Step Colour	Silver / Black (As approved by Bank)	
1.31	Landing Plates	Aluminum / Stainless Steel	
1.32	Combs	Yellow Powder Coated Aluminum	
1.33	Location	As per Architectural drawing / DBR	
B)	Technical Data		
1.34	Efficiency class of Motor	IE 3 or better	
1.35	Insulation Class of Motor	F-class	
1.36	Motor RPM	≤ 1500 r.p.m	
1.37	Controller type	AC VVVF Microprocessor based Controller	
1.38	IP Protection Class	IP 55 for Motor IP54 for Controller and Other Electrical Components	

1.39	Slip at 100% load	4% (Max.)	
1.40	Noise during Operation [dB(A)]	≤ 65 dB(A), when measured at 1 metre from balustrade.	
1.41	Truss Deflection at full load	1/1000 of Installation length	
1.42	Breaking load of Steps	120 Kg/step	
1.43	Breaking load for handrails	25 KN	
1.44	Track radius (Upper Landing)	As per EN-115 Clause 5.7.2.2	
1.45	Track radius (Lower Landing)	As per EN-115 Clause 5.7.2.2	
1.46	Operation	Able to operate in both directions (Reversible type)	
C)	Basic Functions		
1.47	Fault operation panel	Required	
1.48	Monitoring & Fault diagnostic system with fault indicator at both landings	Monitoring and Fault diagnostic system is required in the controller, whereas Fault display system is required at both landings.	
1.49	All bearings & rollers to be self-lubrication type	Required	
1.50	Auto Lubrication to be provided for all chains	Required with Oil level switch and low oil level alarm	
D)	Safety Features		
1.51	Operational Brake (Machine Brake)	Required	
1.52	Yellow on all 3 sides for step demarcation	Required	
1.53	Under step lighting (2 nos. at each landing)	Required	
1.54	Auxiliary Brake	Required	
1.55	Comb Plate Lighting	Required	
1.56	Key Switch ON/OFF/Direction Reversal (01 no. at each Landing)	Required	
1.57	Motor overload & Thermal protection device	Required	

1.58	Emergency Stop switch (Top, Bottom and Intermediate)	Required	
1.59	Speed Governor / Motor over speed monitor	Required	
1.60	Broken step chain safety device	Required	
1.61	Broken drive chain safety device	Required	
1.62	Step Chain tension safety device	Required	
1.63	Non reversing device	Required	
1.64	Handrail finger guard safety device	Required	
1.65	Step & Skirt safety devices	Required	
1.66	Comb plate safety device (Horizontal & Vertical)	Required	
1.67	Step lowering device / Step sagging device	Required	
1.68	Inspection control at both landings	Required	
1.69	Missing step detection device	Required	
1.70	Handrail speed detection device	Required	
1.71	Broken handrail device	Required	
1.72	Floor plate safety device	Required for each section of floor plate	
1.73	Step up thrust device	Required	
1.74	Anti-static brush for steps	Required	
1.75	Handrail anti-static roller	Required	
1.76	Handrail Slip safety device	Required	
1.77	Saree / Dress guard (Skirt Brushes)	Required	
1.78	Brake lining & Brake lifting safety switch	Required	
1.79	Phase protection device	Required	

1.80	Earth leakage protection device	Required	
1.81	Soffit plate - welded to the truss - 5mm sheet steel	Required	
1.82	All Internal wiring and Cables - Fire retardant Low Smoke Halogen Free Cables	Required	
1.83	Seismic Operation	Required	
1.84	Fire Emergency Operation	Required	
1.85	Earth Fault and Short Circuit safety device	Required	
1.86	MCCB	Required	
1.87	Control Circuit Breaker at lower landing	Required	
1.88	Anti climbing device	Required	
1.89	Intersection guards	Required	
1.90	Controller lifting Device, in case of removable controller	Required	
1.91	Dual sockets for power & lighting at both ends	Required	
1.92	Inspection lamp at both landings	Required	
1.93	Oil & Dirt collection trays at both ends	Required	
1.94	Safety switch in case of removable hand winding device	Required	
1.95	Sprinkler at Machinery Spaces inside Truss with Smoke & Temperature monitoring sensors	Required	
1.96	Cable Provision & interface with BMS system in any of the standard protocols as per specifications	Necessary interface for BMS connectivity to be provisioned as specified by ENGINEER IN CHARGE	
1.97	Special features to be provided	Yellow demarcation lines on pallet / steps sides, center and back.	

		Traffic flow light at both ends. Over speed governor. LED comb lighting. Under pallet demarcation lighting.	
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-----X-----

Section – X

Un-priced bill of quantity (Image of price bid/part II)

Tender Inviting Authority: Reserve Bank of India, Kolkata

Name of Work: Design, Supply, Installation, Testing and Commissioning (DSITC) of 2 nos of Escalators at Bank's Main Office Building, Kolkata

Contract No:

Name of the Bidder/ Bidding Firm / Company :		
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PRICE SCHEDULE

[This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only]

NUMBER #	TEXT #	NUMBER	TEXT	TEXT #	NUMBER #	NUMBER	NUMBER #	TEXT #
Sl. No.	Item Description	Quantity	Units	Quoted Currency in INR / Other Currency	BASIC RATE In Figures To be entered by the Bidder Rs. P	GST	TOTAL AMOUNT With Taxes	TOTAL AMOUNT In Words
1	2	4	5	12	13	14	53	55
1	BoQ							
1.01	Design, Supply, Installation, Testing and Commissioning of escalators between 2nd and 3rd floor of Bank's main office building as per scope of work and technical specifications mentioned in Part-I of the tender.	2.00	Nos	INR		0.18	0.00	INR Zero Only
1.02	Buyback of the two existing escalators (after carefully removing them) installed between 2nd and 3rd floor of Bank's main office building.	1.00	Nos	INR		0.18	0.00	INR Zero Only
1.03	All inclusive Comprehensive Annual Maintenance Contract (CAMC) charges for both the escalators installed under item no. 1 above. Note: the multiplying factor (MF-13.04) to arrive present value for the CAMC for 13 years has been mentioned in the column "Quantity".	13.04	Per Annum	INR		0.18	0.00	INR Zero Only
Total in Figures							0.00	INR Zero Only
Quoted Rate in Words		INR Zero Only						

##Don't fill rate here

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 authorize Mr. / Ms.(Name and residential address of Power of Attorney holder) who is presently employed with us and holding the position ofas 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 “..... **Name of work** ” including signing and submission of all documents, deputing persons in pre-bid meeting 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.)

Important Instructions Regarding E-tender

This is an e-procurement event of RBI. The e- procurement Service Provider/Contractor is the Central Public Procurement Portal(CPPP).

<https://etenders.gov.in/eprocure/app>

Process of E-tender : Bidder manual kit is available on home page.

A) Registration for new bidder: The process involves vendor's registration with CPP portal which is free of cost. <https://etenders.gov.in/eprocure/app?page=BiddersManualKit&service=page>

For any technical related queries please call at 24 x 7 Help Desk Number

0120-4001 002

0120-4001 005

0120- 4493395

International Bidders are requested to prefix +91 as country code

EMail Support:

For any Issues or Clarifications relating to the published tenders, bidders are requested to contact the respective Tender Inviting Authority

Technical - support-eproc@nic.in

Policy Related - cppp-doe@nic.in

RBI Contact Person Details :-

Name: Kiran Paul (Assistant General Manager)

Email: kiranpaul@rbi.org.in

Mobile Number: 9674033358

Name: Ambika Chaki, Manager

Email: ambikac@rbi.org.in

Mobile Number: 8763682204

Name: R N Kisku (MGR T-E)

Email: rnkisku@rbi.org.in

Mobile Number: 9831914122

Name: Shashi S Sinha (AM T-E)

Email: shashisinha@rbi.org.in

Mobile Number: 8424058435

Detail of participating firm/bidder/tenderer on firm's letterhead

1.	Bidder Name	
2.	Status of Firm	Proprietorship Firm/Partnership firm/ Limited/Others If Others Specify: _____ [Enclose certificate of Registration]
3.	Name of Proprietor/ Partners / Directors of the firm/company	
4.	Number of Years in Operation	
5.	Address of Registered Office:	
6.	Address of manufacturing plant	
7.	Bidder's address where order/contract is to be placed	
8.	Telephone Number of address where order is to be placed Website & Email ID	_____ (Country Code) (Area Code) (Telephone No.) _____
9.	PAN No.	_____ [Also, Enclose copy of PAN Card]
10.	GST No. (refer sl. no. 8 above)	_____ [Also, Enclose copy of GST Certificate]
11.	EPF Registration No.	_____ [Also, Enclose copy of EPF Registration Certificate]
12.	ESI code No.	_____ [Also, Enclose copy of relevant document]
13.	Whether Micro / Small / Medium Enterprise	(Bidder to submit documents as specified in ITB)
14.	Banker Detail (The account for receiving payment) [Also, Enclose copy of cancelled Cheque]	
I.	Banker's Name	
II.	Branch	
III.	Bank account number	

IV.	IFSC	
15.	Detail of Service Setup	
I.	Address	
II.	Email	
III.	Telephone/Mobile No	
IV.	No of person stationed	

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

Annexure – IV

Format for details for Eligibility criteria As per eligibility criteria details of qualifying works and turnover

- 1) Details of the works of **SITC of Escalator(s)** and its completion certificate (of any amount) to be attached to prove the **experience of five years** (Date of work order and its completion should be on or before June 30, 2021)

S. N o.	Name of work and location	Name, Address and Contact details of the Client	Work order ref. No. & date	Make of the escalator installed	Contract Amount	Stipulated date of completion	Actual date of completion	Any other relevant information
1.	2.	3.	4.	5.	6.	7.	8.	9.

- 2) Details of the works of **SITC of Escalator(s)** executed by the tenderer **during last five years** (work completed on or after July 01, 2021 and on or before June 30, 2026) to be considered for meeting the **eligibility criteria of minimum value of work:**

S. N o.	Name of work and location	Name, Address and Contact details of the Client	Work order ref. No. & date	Make of the escalator installed	Contract amount (should be more than Rs. 29.6 Lakh.)	Stipulated date of completion	Actual date of completion	Any other relevant information
1.	2.	3.	4.	5.	6.	7.	8.	9.

- 3) Details of **Existing Service Centre(s)** in Kolkata

S. No.	Location of Service Centre	Full Address	Contact details of the in charge of service centre	Established Since	Government Registration Number
1.	2.	3.	4.	5.	6.

- 4) Yearly **Turn-over during last five financial years** (Average turnover in best three year out of last five years should be minimum Rs. 74 Lakh. per year):

S. No.	Financial Year	Turnover (₹)
1	2022-2023	
2	2023-2024	
3	2024-2025	

- 5) **Banker's certificate** for at least Rs. 74 Lakhs per year by the bidder to be attached

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:

*On the Letter Head of
company/firm/organization*

**Please always quote in your
correspondence**

Ref. No. _____

Date: _____

Regional Director,
Reserve Bank of India, Estate Department,
15, N. S. Road
Kolkata – 700 001

Dear Sir,

Name of Work: _____

Client's Certificate regarding performance of the Contractor

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

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

Sr. No.	Particulars	Comments of the Client
1	Name of the eligible work with brief particulars	
2	Work order No. and date	
3	Project/work cost	
4	Date of commencement of work	
5	Stipulated date of completion	
6	Actual date of completion	
7	Details of compensation levied for delay (indicate amount), if any	
8	Gross amount of the work completed and paid for	
9	Performance Report :	Outstanding / Very Good / Good / Fair / Satisfactory / Poor
	(i) Quality of executed work (indicate grading)	
	(ii) If firm is maintaining the system under Annual maintenance Contract (AMC). Indicate grading for performance of AMC	
10	Comments of the Client on the capabilities of the M/s. _____ (Indicate Grading): Outstanding / Very Good / Good / Fair / Satisfactory / Poor	

Sr. No.	Particulars	Comments of the Client
	(a) Technical proficiency	
	(b) Financial soundness	
	(c) Mobilization of Manpower	
	(d) General Behavior	
11	Any other information which you consider will help us in making our decision.	

Office Seal of the Client

Yours faithfully,

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

* Regarding performance report/clients certificate, for works carried out for Government/ public sector companies, the certificate should be signed by the concerned Executive Engineer or an officer in an equivalent or higher rank. For works carried out for Private companies, Copy of TDS has to be submitted for proving the credentials/contract amount.

(i) All columns should be filled .in properly

(ii) The Client Certificates should be submitted in a sealed cover addressed to the Reserve Bank of India for each of the Prequalification work/s

On the Letter Head of Bank

Please always quote in your correspondence

Ref. No. _____

Date: _____

Regional Director,
Reserve Bank of India, Estate Department,
15, N. S. Road
Kolkata – 700 001
Dear Sir,

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

We confirm that M/s. _____ are banking with us.
They may be considered financially sound for entrusting with any contract to ₹74 Lakhs.

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

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

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

Yours faithfully,

Seal of the Bank

(Signature)
Authorized Signatory
For the Bank

PROFORMA OF BANK GUARANTEE FOR EARNEST MONEY DEPOSIT

(On Non-Judicial Stamp Paper of appropriate value)

Regional Director,
Reserve Bank of India, Estate Department,
15, N. S. Road
Kolkata – 700 001

Dear Sir,

Name of Work

Ref.: NIT/Advt.No. date

WHEREAS The Reserve Bank of India, having its Central Office at Shahid Bhagat Singh Road, Mumbai (hereinafter called the 'RBI') has invited tenders for the captioned work (hereinafter called "the said tender") on the terms and conditions mentioned in the said tender documents. It is one of the terms of invitation of tenders that the tenderer shall furnish a Bank Guarantee for a sum of Rs. (Rupees only) as Earnest Money Deposit (EMD). M/s. (Name of the Tenderer/Bidder) _____, (hereinafter called as "the Tenderer/ Bidder"), who are our Clients/Constituents intend to submit their tender/ Bid for the said work and have requested us to furnish Bank Guarantee to RBI in respect of the said sum of Rs. (Rupees..... only) in respect of EMD. NOW THIS GUARANTEE WITNESSETH

1. We (Name of the Bank) do hereby agree with and undertake to RBI, their Successors, Assigns that in the event of the RBI coming to the conclusion that the Tenderer have not performed their obligations under the said conditions of the tender or have committed a breach thereof, which conclusion shall be binding on us as well as the said Tenderer; we shall on demand by the RBI, pay without demur to the RBI, a sum of Rs. (Rupees only) or any lower amount that may be demanded by the RBI. Our guarantee shall be treated as equivalent to the Earnest Money Deposit for the due performance of the obligations of the Tenderer under the said Conditions, provided, however, that our liability against such sum shall not exceed the sum of Rs. (Rupees only).

2. We also agree to undertake to and confirm that the sum not exceeding Rs. (Rupees only) as aforesaid shall be paid by us without any demur or protest, merely on demand from the RBI on receipt of a notice in writing stating that the amount is due to them and we shall not ask for any further proof or evidence and the notice from the RBI shall be conclusive and binding on us and shall not be questioned by us in any respect or manner whatsoever. We undertake to pay the amount claimed by the RBI within a period of one week from the date of receipt of the notice as aforesaid.

3. We confirm that our obligation to the RBI under this guarantee shall be independent of the agreement or agreements or other understandings between the RBI and the Tenderer. This guarantee shall not be revoked by us without prior consent in writing of the RBI. We hereby further agree that –

a) Any forbearance or commission on the part of the RBI in enforcing the conditions of the said agreement or in compliance with any of the terms and conditions stipulated in the said tender and/or hereunder or granting of any time or showing of any indulgence by the RBI to the Tenderer or any other matters in connection therewith shall not discharge us in any way and our obligation under this guarantee. This guarantee shall be discharged only by the performance by the Tenderers of their

obligations and in the event of their failure to do so, by payment by us of the sum not exceeding Rs. (Rupees only).

b) Our liability under these presents shall not exceed the sum of Rs..... (Rupees..... only).

c) Our liability under this agreement shall not be affected by any infirmity or irregularity on the part of our said constituents/clients in tendering for the said work or their obligations there under or by dissolution or change in the constitution of our said constituents.

d) This guarantee shall remain in force upto (six months from the last date of receipt of tender) provided that if so desired by the RBI, this guarantee shall be renewed for a further period as may be indicated by them on the same terms and conditions as contained herein.

e) Our liability under these presents will terminate unless these presents are renewed as provided hereinabove on the or on the day when our said constituents comply with their obligations, as to which a certificate in writing by the RBI alone is the conclusive proof whichever date is later. Unless a claim or suit or action is filed against us within or any extended period, all the rights of the RBI against us under this guarantee shall be forfeited and we shall be released and discharged from all our obligations and liabilities hereunder.

Yours faithfully,

For and on behalf of Bank.

Authorised Official (with seal)

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

Deviation in Techno- Commercial Conditions (on firms letter head)

We confirm that all commercial condition /technical specification of the Bank except for deviations listed below.

Sr. No.	Section No.	Clause No.	Deviation proposed Commercial condition
Sr. No.	Section No.	Clause No.	Deviation proposed technical specification

(Submit nil if there is no deviation)

Place: [Signature of Authorized Signatory of Bidder]
 Date: Name:
 Designation:
 Seal:

**Format of Article of Agreement /Contract Agreement
(for successful bidder)**

(On the stamp paper of value applicable as per local stamp act)

THIS CONTRACT AGREEMENT is made the _____ day of _____, 20____ between the Reserve Bank of India, Kolkata, body corporate constituted under the Reserve bank of India, Act 1934, having its registered office at: Central Office Building, Shahid Bhagat Singh Road, Mumbai – 400 001 (hereafter called “The Bank”) which expression shall include its successors and assigns of the one part and _____ (thereinafter called “the Contractor”)) which expression shall include its successors and assigns of the other part.

WHEREAS the Bank desires to engage the Contractor to “**Design Supply Installation Testing & Commissioning (DSITC) of 2 nos. of Escalators at Bank’s Main Office Building, Kolkata**” and the Contractor has agreed to such engagement upon and subject to the terms and conditions hereinafter appearing.

NOW IT IS HEREBY AGREED AS FOLLOWS:	
1	Contract Agreement: The following documents shall constitute the Contract between the Owner and the Contractor, and each shall be read and construed as an integral part of the Contract: a) This Contract Agreement and the Appendices hereto b) Letter of Award .. Ref. No c) Minutes of pre-bid meeting d) All emails and letters exchange during the tendering process e) Part I (Techno commercial bid) and Part II (Financial bid) Bid submitted by the contractor f) Notice Inviting Tender (NIT), along with any corrigenda/addenda.
2	Contract Price: The Bank hereby agrees to pay to the Contractor the Contract Price in consideration of the performance by the Contractor of its obligations hereunder. The Contract Price shall be the aggregate of <i>[amount of local currency in words]</i>, <i>[amount in figures]</i>, or such other sums as may be determined in accordance with the terms and conditions of the Contract. Further, the rate for CAMC shall be applicable as agreed in the tender.
3	Payment Terms: Payment shall be made by the Bank to the Contractor as per the provisions of Part I of the tender.
4	Time of Completion: The completion period of the project shall be reckoned from the from the 10th day of issue of Letter of Award/Work Order. Time shall be considered the essence of this Contract, and the Contractor hereby agrees to commence the work immediately after the site is handed over and to complete the entire work as provided in the said conditions, subject nevertheless to the provisions for extension of time.

5	Appendices: The Appendices listed in the attached list of Appendices shall be deemed to form an integral part of this Contract Agreement. Reference in the Contract to any Appendix shall mean the Appendix attached hereto, and the Contract shall be read and construed accordingly.
6	Jurisdiction: All disputes arising out of or in any way connected with this Agreement shall be deemed to have arisen at Kolkata and only Courts in Kolkata shall have jurisdiction to determine the same
7	Language: The language of the Contract shall be English. All communications, drawings, designs, data, information, codes, specifications, and other documents supporting the bid or otherwise exchanged under the Contract shall be in English. In the event that any technical documentation is in a language other than English, it shall be translated and presented to the Bank in English, and the English version shall be regarded as the only authentic document.

IN WITNESS WHERE OF the Bank and the Bidder/Contractor have caused this Agreement to be duly executed by their duly authorized representatives the day and year first above written.

Signed by for and on behalf of the Bank

[Signature]

[Name & Title]

In the presence of:

1. [Witness 1 Signature & Details]
2. [Witness 2 Signature & Details]

Signed for and on behalf of the Contractor

[Signature]

[Name & Title]

In the presence of:

1. [Witness 1 Signature & Details]
2. [Witness 2 Signature & Details]

Proforma Of Bank Guarantee For Performance Security Deposit/ Retention Money

(On Non-Judicial Stamp Paper of appropriate value purchased in the name of the issuing bank)

Place : _____

Date : _____

Regional Director,
Reserve Bank of India, Estate Department,
15, N. S. Road
Kolkata – 700 001

Dear Sir,

Name of work: _____ - Bank Guarantee For PERFORMANCE SECURITY DEPOSIT/ Retention Money

WHEREAS Reserve Bank of India, having its Central Office at Shahid Bhagat Singh Road, Mumbai, (hereinafter called "the RBI") has awarded the Contract for the captioned project (hereinafter called the "Contract") to M/s _____ (Name of the Contractor) (hereinafter called "the said Contractor" which expression shall include its successors and assigns). AND Whereas the Contractor is bound by the said Contract to submit to RBI a Performance Security for a total amount of ₹. _____ (Rupees _____ only) (Amount in figures and words) for the due fulfilment by the said contractor of the terms and conditions contained in the contract. We, _____ (Name of the Bank), (hereinafter called "the Bank"), at the request of M/s _____, the contractor, do hereby undertake to pay to the RBI an amount not exceeding Rs _____ as Performance Guarantee for due fulfilment of the terms and conditions of the contract.

NOW THIS GUARANTEE WITNESSETH

1. We (Name of the Bank) do hereby agree with and undertake to RBI, their Successors, Assigns that in the event of the RBI coming to the conclusion that the Contractor has not performed his obligations under the said conditions of the contract or have committed a breach thereof, which conclusion shall be binding on us as well as the said contractor; we shall on demand by the RBI, pay without demur to the RBI, a sum of Rs. (Rupees only) or any lower amount that may be demanded by the RBI. Our guarantee shall be treated as equivalent to the Performance Guarantee Amount for the due performance of the obligations of the Contractor under the said Contract, provided, however, that our liability against such sum shall not exceed the sum of Rs. (Rupees only).

2. We also agree to undertake to and confirm that the sum not exceeding Rs. (Rupees _____ only) as aforesaid shall be paid by us without any demur or protest, merely on demand from the RBI on receipt of a notice in writing stating that the amount is due to them and we shall not ask for any further proof or evidence and the notice from the RBI shall be conclusive and binding on us and shall not be questioned by us in any respect or manner whatsoever. The Bank shall pay to RBI any money so demanded notwithstanding any dispute/disputes raised by the Contractor in any suit or proceedings pending before any Court, Tribunal or Arbitrator/s relating thereto and the liability under this guarantee shall be absolute and unequivocal. We undertake to pay the amount claimed by the RBI within a period of one week from the date of receipt of the notice as aforesaid.

3. We confirm that our obligation to the RBI under this guarantee shall be independent of the agreement or agreements or other understandings between the RBI and the Contractor.

4. This guarantee shall not be revoked by us without prior consent in writing of the RBI. We hereby further agree that –

a) Any forbearance or commission on the part of the RBI in enforcing the conditions of the said agreement or in compliance with any of the terms and conditions stipulated in the said Contract and/or hereunder or granting of any time or showing of any indulgence by the RBI to the Contractor or any other matters in connection therewith shall not discharge us in any way and our obligation under this guarantee. This guarantee shall be discharged only by the performance by the Contractor of their obligations and in the event of their failure to do so, by payment by us of the sum not exceeding Rs. (Rupees only).

b) Our liability under these presents shall not exceed the sum of Rs. (Rupees only) .

c) Our liability under this agreement shall not be affected by any infirmity or irregularity on the part of our said constituents/clients or their obligations thereunder or by dissolution or change in the constitution of our said constituents.

d) This guarantee shall remain in force upto (60 days beyond the Defect liability period) provided that if so desired by the RBI, this guarantee shall be renewed for a further period as may be indicated by them on the same terms and conditions as contained herein.

e) Our liability under these presents will terminate unless these presents are renewed as provided hereinabove on the or on the day when our said constituents comply with their obligations, as to which a certificate in writing by the RBI alone is the conclusive proof whichever date is later. Unless a claim or suit or action is filed against us within or any extended period, all the rights of the RBI against us under this guarantee shall be forfeited and we shall be released and discharged from all our obligations and liabilities hereunder. In witness whereof I/We of the Bank have signed and sealed this guarantee on the ----- -- day of ----- (Month) (Year) being herewith duly authorized. For and on behalf of _____ (Name of the Bank) Signature of authorized Bank official
Name: Designation Stamp/ Seal of the Bank Signed, sealed and delivered for and on behalf of the Bank by the above named in the presence of: Witness

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

(On firms' letterhead)

The following time schedule as per the broad items of work listed below:

	Details	Time period in months	
a.	Submission of layout drawings		Weeks after 10th day of the date of issue of work order
b.	Approval of layout drawings by Bank		Weeks from above
c.	Delivery of material at site		
d.	Installation, testing & commissioning and handing over with operating license		
	Total Completion Period in weeks		Total (a) to (d)

Note:

1. The total time for completion of the activities from (a) to (d) mentioned above shall be equal to less than the completion period mentioned in the tender.
2. The dismantling of existing escalators and preparation of site for installation of new escalators may be taken up in such a manner that the installation activity can be commenced just immediately on receipt of material.

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

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

(To be submitted by bidders on their letter head duly sealed and signed by the authorized signatory)

To,

Date:

Regional Director,
Reserve Bank of India, Estate Department,
15, N. S. Road
Kolkata – 700 001

Ref: Application for _____

Madam,

I / We (Name and address, including Country of location 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 I / We certify that (Name of the bidder)

2.1 is not from a country sharing land border with India, or

2.2 is from a country sharing land border with India and has been registered with the Competent Authority, the certificate of which is enclosed, or

2.3 is from a country sharing land border with India where Government of India has extended lines of credit, or

2.4 is from a country sharing land border with India where Government of India is engaged in development projects.

(Strikeout whichever of the above is not applicable).

3 I / We further 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 even in case of contracts where we are permitted by the Bank/RBI to sub- contract I / we (Name of bidder) will not sub-contract any work to a contractor from country(ies) sharing land border with India, unless such contractor fulfils all the requirements contained in the above referred office memorandum / order.

4. I / We know and understand that, if this Undertaking / Declaration / Certificate submitted by us is found to be false, the Bank shall be 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:

Proforma of The tenderer's Confirmation about site visit and technical sufficiency to deliver the objective of proposed installation of Escalators.

(To be submitted by bidders on their letter head duly sealed and signed by the authorized signatory)

Date:

To
Regional Director,
Reserve Bank of India, Estate Department,
15, N. S. Road
Kolkata – 700 001

Subject: Confirmation about site visit and technical sufficiency to deliver the objective of proposed installation of Escalators.

Sir,

We have visited the site of the proposed installation of the escalators and understood the scope of work, objective, technical specifications and bill of quantities indicated in the tender. After examining the same, we confirm that the technical specifications and the bill of quantities set out in the tender are sufficient to implement and deliver the stated objective of the tender. In case of any improvement is required to achieve the stated objective, the same will be provided without any additional cost to Bank.

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

Date:

Place:

Undertaking on Legal Actions / Civil Lawsuits / Litigation / Arbitration by the Bidder
[On the Letter head of the Applicant]

Date:

To,
Regional Director,
Reserve Bank of India, Estate Department,
15, N. S. Road
Kolkata – 700 001

Ref: Application for _____

Madam,

1 I/We (Name of the bidder) declare that no legal action(s) have been
/ is being taken against us for any cause in any legal jurisdiction.

1. I/We (Name of the bidder) declare that the followings legal action(s)
have been/ is being taken against us:

..... (detail of the legal action, project under consideration, legal authority involved etc.)

.....

However, we affirm that the above legal action does not affect our ability to deliver the requirements of
the Bank as per the Application for Empanelment.

(Note: strike out one of the above two declarations which is not applicable)

2. Further, we also declare that no cases of civil lawsuits / litigation / arbitration etc.
have been initiated in any in any of our executed projects

2. Further, we also declare that the following civil lawsuits / litigation / arbitration cases
were/are initiated in our executed projects:

..... (detail of the project and type of action etc.)

.....

(Note: strike out one of the above two declarations which is not applicable)

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

Date:

Place:

वार्षिक रखरखाव अनुबंध के लिए समझौता
(500 रुपये गैर न्यायिक स्टॉप पेपर पर)

**Articles of Agreement for Annual Maintenance Contract
(On Rs 500 non-judicial stamp paper)**

यह समझौता अनुबंध भारतीय रिजर्व बैंक, संपदा विभाग कोलकाता है (और _____ के मध्य दिनांक _____ को) इसके बाद "नियोक्ता" और "ठेकेदार" कहा जाएगा (निष्पादित किया गया)। जबकि नियोक्ता _____ (कार्य का नाम हेतु _____ की अवधि के लिए वार्षिक रखरखाव अनुबंध का इच्छुक है और उसने किए जाने वाले कार्यों की विशिष्टताओं और मात्राओं के अनुरूप अपेक्षित कार्य के लिए हस्ताक्षरित अथवा पार्टियों द्वारा या इसके लिए हस्ताक्षरित किए गए हैं। और जबकि ठेकेदार इस विषय के काम पर यहां निर्धारित शर्तों और विशेष शर्तों में उल्लिखित और अनुबंध की मात्राओं और शर्तों की अनुसूची में संशोधित करके अंततः दोनों पक्षों द्वारा स्वीकृति के लिए सहमति हुई है) इन सभी सामूहिक रूप से इसके बाद "उक्त शर्तों" के रूप कहा जाएगा, (उक्त मानचित्रों पर दिखाए गए कार्यों और/या उक्त विनिर्देशों में वर्णित और संबंधित दरों में मात्रा की अनुसूची में शामिल है, उसके बाद निकाली गई राशि या अन्य राशि के रूप में इसके तहत देय) इसके बाद "उक्त अनुबंध राशि" के रूप में संदर्भित (होगा)।

ARTICLES OF AGREEMENT made the _____ day of _____ between the **Reserve Bank of India**, Estate Department, Kolkata (hereinafter called "the Employer") of the one part and _____ (hereinafter called "the Contractor") on the other part.

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

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

यह एतद्वारा अब सहमति के साथ इस प्रकार है :

NOW IT IS HEREBY AGREED AS FOLLOWS:

- | | |
|----|---|
| 1. | यह वार्षिक रखरखाव अनुबंध (प्रणाली के सभी भाग) 19 वर्ष की अवधि के लिए है। अनुबंध की दर को इस समझौते के उपबंध 3B के अनुसार नवीनीकृत किया जाएगा। This Annual maintenance contract (i.e. all parts of the system) for the period of 19 years. Rate of the contract shall be renewed as per the clause 3B of this agreement. |
|----|---|

2.	बैंक _____ में _____ के रख-रखाव कार्य के निष्पादन हेतु फ़र्म को रु _____ के लिए भुगतान किया जाएगा। The firm will be paid Rs. _____ for _____ by the Bank for _____
3	A. Scope of work during warranty/Defect liability period and Comprehensive annual maintenance contract period after: i. Ensure that qualified team deployed by them, for the purpose for rendering the services required by the Bank under this agreement. ii. Ensure that his employees, while in the Bank premises or while carrying out their obligations under this agreement, observe the standards of cleanliness, decorum, safety, good behavior and general discipline laid down by the Bank and the Bank/ employer shall be the sole judge as to whether or not the tenderer and/ or his employees have observed the same. iii. Personally, and exclusively supervise the work of his employees so as to ensure that the services rendered under this agreement are carried out to the satisfaction of the Bank. iv. Ensure that no employees of the tenderer will enter or remain on the Bank's premises beyond the specified time limits unless and necessary for fulfilling tenderer's obligations. v. Be liable for any damage caused to the Bank or its premises or any part thereof or to any equipment thereof or any property of the Bank and therein by any act, omission, default or negligence of the tenderer or his employees or agents. vi. The equipment supplied shall be guaranteed against all types of defects for DLP and CAMC period from date of handing over of the equipment to the Bank. Any defects in the system/sub-assemblies/battery of ARD/small parts like call button, Car LED lights/Fans/LED panel etc found within the guarantee period shall be rectified/replaced by the tenderer free of cost. Any assembly/parts/battery/wiring which requires replacement/wear and tear/damaged cables and/or any spares parts etc. shall be replaced as and when required, for which Bank shall not make payment as per terms and condition of the contract. vii. The system is also required to be maintained under CAMC for further period of 19 years. viii. During this period (DLP & CAMC) servicing at not less than 4 servicing (cleaning of rails, lubrication of moving parts, checking of electro mechanical components, safety, interlocking checking or any other checking as recommended by OEM) and attending to ANY NUMBER of breakdown calls shall be carried out free-of-cost. ix. There is no payment during DLP. However, the CAMC payment shall be made on half yearly on rendering satisfactory services. x. The annual maintenance service contract rate shall also consider all the cost, including labor, travel cost from the nearest service station, all spares parts, oil, cables, and upgradation of technologies and relocation of system as and when required, consumable items etc. required for smooth functioning of the system. xi. 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 Bank, they desire the Contractor to carry out the same, the Contractor shall carry out the same without any extra charge.

	B. Renewal of Rate of Comprehensive AMC: The amount of service contract shall be renewed for an additional period of at least 18 years after two years (one-year defect liability period and one-year AMC on quoted rates). While renewing the contract amount will be arrived at based on following formula. $A_C = A_P [(50 \times (EPI_C/EPI_P)+50 \times (CPI_C/CPI_P))] / 100$ <table><tr><td>A_C</td><td>The contract amount for the current year (excluding taxes)</td></tr><tr><td>A_P</td><td>The contract amount for the previous year (excluding taxes)</td></tr><tr><td>CPI_C</td><td>Consumer Price Index for Industrial Workers (All India Average) 6 months prior to the commencement date of contract for the current year.</td></tr><tr><td>CPI_P</td><td>Consumer Price Index for Industrial Workers (All India Average) 6 months prior to the commencement date of contract for the previous year.</td></tr><tr><td>EPI_C</td><td>Wholesale Price Index for Material handling, escalator and hoisting equipment 6 months prior to the commencement date of contract for the current year.</td></tr><tr><td>EPI_P</td><td>Wholesale Price Index for Material handling, escalator and hoisting equipment 6 months prior to the commencement date of contract for the previous year.</td></tr></table>	A _C	The contract amount for the current year (excluding taxes)	A _P	The contract amount for the previous year (excluding taxes)	CPI _C	Consumer Price Index for Industrial Workers (All India Average) 6 months prior to the commencement date of contract for the current year.	CPI _P	Consumer Price Index for Industrial Workers (All India Average) 6 months prior to the commencement date of contract for the previous year.	EPI _C	Wholesale Price Index for Material handling, escalator and hoisting equipment 6 months prior to the commencement date of contract for the current year.	EPI _P	Wholesale Price Index for Material handling, escalator and hoisting equipment 6 months prior to the commencement date of contract for the previous year.
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EPI _P	Wholesale Price Index for Material handling, escalator and hoisting equipment 6 months prior to the commencement date of contract for the previous year.												
4	Penalty: Any fault in the system shall be rectified as per the rectification time given below failing which penalty shall be applied. <table><tr><td>Description</td><td>Rectification time</td><td>Penalty</td></tr><tr><td>Any defects resulting escalator is not working</td><td>12 hours</td><td>₹1400 per day per escalator.</td></tr></table>	Description	Rectification time	Penalty	Any defects resulting escalator is not working	12 hours	₹1400 per day per escalator.						
Description	Rectification time	Penalty											
Any defects resulting escalator is not working	12 hours	₹1400 per day per escalator.											
5	भुगतान शर्त :सेवा अनुबंध के लिए यह दर संतोषजनक सेवा प्रदान करने पर अर्धवार्षिक आधार पर 1 वर्ष के भुगतान की अवधि के लिए मान्य है। Payment Condition: This rate for the service contract is valid for a period of 1 year and payment shall be made on half yearly basis on rendering satisfactory service.												
6	इस अनुबंध के तहत नियोक्ता द्वारा सभी भुगतान केवल कोलकाता में किए जाएंगे। All payments by the Employer under this Contract will be made only at Kolkata.												
7	इस समझौते से जुड़े या किसी भी तरह से उत्पन्न होने वाले सभी विवादों को कोलकाता में उत्पन्न माना जाएगा और केवल मुम्बई की अदालतों को ही यह निर्धारित करने का क्षेत्राधिकार होगा। All disputes arising out of or in any way connected with this agreement shall be deemed to have arisen at Kolkata and only Courts in Kolkata shall have jurisdiction to determine the same.												
8	गैर-प्रकटीकरण खंड :बोलीकर्ता ,बैंक के बुनियादी ढांचे/प्रणालियों/उपकरणों आदि की प्रत्यक्ष या अप्रत्यक्ष रूप से किसी भी जानकारी, सामग्री और विवरण का किसी तीसरे पक्ष को खुलासा नहीं करेगा, जो इस समझौते के संबंध में अपने संविदात्मक दायित्वों के निर्वहन के दौरान बोलीकर्ता के कब्जे या ज्ञान के पास आ सकता है, और हर समय इस पर विश्वास रखेगा। बोलीदाता सिवाय इसके तहत दायित्वों को पूरा करने या लागू कानूनों का पालन करने के लिए आवश्यक सीमा के अलावा अनुबंध के विवरण को वैयक्त और गोपनीय मानेगा। बोलीकर्ता नियोक्ता की पिछली लिखित सहमति के बिना किसी भी व्यापार या तकनीकी पत्र या अन्य जगहों पर कार्यों के किसी भी विवरण का खुलासा,												

	प्रकाशित होने की अनुमति नहीं देगा। बोलीकर्ता, किसी भी गोपनीय जानकारी के प्रकटीकरण के परिणामस्वरूप नियोक्ता को होने वाले किसी भी नुकसान के लिए नियोक्ता को क्षतिपूर्ति करेगा। उपर्युक्त का पालन करने में विफलता को बोलीदाता की ओर से अनुबंध का उल्लंघन माना जाएगा और नियोक्ता नुकसान का दावा करने और कानूनी उपचारों को आगे बढ़ाने का हकदार होगा। बोलीकर्ता अपने कर्मचारियों के मध्य सभी उचित कार्रवाई करेगा ताकि यह सुनिश्चित किया जा सके कि इस समझौते के तहत गोपनीय सूचनाओं का प्रकटीकरण न करने के दायित्व पूरी तरह से संतुष्ट हों। गैर-प्रकटीकरण और गोपनीयता के संबंध में बोलीकर्ता के दायित्व किसी भी कारण से इस समझौते की समाप्ति या समाप्ति से बच जाएंगे। Non-Disclosure clause: The Bidder shall not disclose directly or indirectly any information, materials and details of the Bank's infrastructure/systems/equipment etc., which may come to the possession or knowledge of the Bidder during the course of discharging its contractual obligations in connection with this agreement, to any third party and shall at all times hold the same in strictest confidence. The Bidder shall treat the details of the contract as private and confidential, except to the extent necessary to carry out the obligations under it or to comply with applicable laws. The Bidder shall not publish, permit to be published, or disclose any particulars of the works in any trade or technical paper or elsewhere without the previous written consent of the Employer. The Bidder shall indemnify the Employer for any loss suffered by the Employer as a result of disclosure of any confidential information. Failure to observe the above shall be treated as breach of contract on the part of the Bidder and the Employer shall be entitled to claim damages and pursue legal remedies. The Bidder shall take all appropriate actions with respect to its employees to ensure that the obligations of non-disclosure of confidential information under this agreement are fully satisfied. The Bidder's obligations with respect to non-disclosure and confidentiality will survive the expiry or termination of this agreement for whatever reason.
9.	यौन उत्पीड़न की रोकथाम संबंधी उपबंध Prevention of Sexual harassment clause/ ठेकेदार/एजेंसी कार्य स्थल) रोकथाम, निषेध और निवारण (अधिनियम 2013 में महिलाओं के यौन उत्पीड़न के प्रावधान के पूर्ण अनुपालन के लिए पूरी तरह जिम्मेदार होगी। बैंक के परिसर के भीतर अपने कर्मचारी के खिलाफ यौन उत्पीड़न की किसी भी शिकायत के मामले में ठेकेदार/एजेंसी द्वारा गठित आंतरिक शिकायत समिति के समक्ष शिकायत दर्ज की जाएगी और ठेकेदार/एजेंसी शिकायत के संबंध में उक्त अधिनियम के तहत उचित कार्रवाई सुनिश्चित करेगी। बैंक के किसी भी कर्मचारी के खिलाफ ठेकेदार के किसी भी गंभीर कर्मचारी से यौन उत्पीड़न की किसी भी शिकायत का बैंक द्वारा गठित क्षेत्रीय शिकायत समिति द्वारा संज्ञान लिया जाएगा यदि ठेकेदार के कर्मचारी द्वारा यौन हिंसा साबित हो जाती है, तो ठेकेदार किसी भी मौद्रिक मुआवजे के लिए जिम्मेदार होगा, जिसे घटना में कर्मचारी शामिल होने की स्थिति में भुगतान करने की आवश्यकता हो सकती है। ठेकेदार अपने कर्मचारी को कार्यस्थल पर यौन उत्पीड़न की रोकथाम और संबंधित मुद्दे के बारे में शिक्षित करने के लिए जिम्मेदार होगा। ठेकेदार अपने कर्मचारी की एक पूरी और अद्यतन सूची प्रदान करेगा जो बैंक के परिसर के भीतर तैनात हैं। The contractor/Agency shall be solely responsible for full compliance with the provision of "the sexual Harassment of women at work place (Prevention, Prohibition and Redressal) Act 2013". In case of any complaint of sexual harassment against its employee within the premises of Bank, complaint will be filed before the Internal complaint committee constituted by the Contractor/Agency and the

Contractor/Agency shall ensure appropriate action under the said Act in respect to the complaint. Any complaint of sexual harassment from any aggravated employee of the contractor against any employee of 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 employee, if sexual violence by the employee of the contractor is proved. The contractor shall be responsible for educating its employee about prevention of sexual harassment at work place and related issue. The contractor shall provide a complete and updated list of its employee who are deployed within the Bank's premises.
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सेवा प्रदाता के हस्ताक्षर

सील सहित

Signature of service provider

) With seal)

बैंक प्रतिनिधि के हस्ताक्षर

सील सहित

Signature of Bank Representative

(With Seal)