



**National Bank for Agriculture and Rural Development  
Department of Premises, Security and Procurement  
NABARD, Kerala Regional Office,  
Punnen Road,  
Statue,  
Trivandrum -695001  
Telephone: 0471-2701-600  
Email: [dpsp.trivandrum@nabard.org](mailto:dpsp.trivandrum@nabard.org)**

**Tender For**

**Design, Supply, Installation, Testing, Commissioning and  
Maintenance of 02 Nos. Passenger Lifts  
at NABARD Kerala Regional Office  
Punnen Road,  
Statue,  
Trivandrum 695001**

**Elevator Consultant**

**M/s OM Consultants  
Building No.1, B/19, 1<sup>st</sup> floor, Ganjawala Apartments  
S.V.P. Road, Borivali (West)  
Mumbai-400092**

**Mobile No. 9892900734**

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

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

**Due date and time for submission of tender: 24 March 2025 up to 15.00 hrs**

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## **PART - I**

### **Technical & Commercial**

**National Bank for Agriculture and Rural Development  
Department of Premises, Security and Procurement  
NABARD, Kerala Regional Office,  
Punnen Road,  
Statue,  
Trivandrum 695001**

### **Tender For**

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Mumbai-400092**

**Mobile No. 9967699576**

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

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

**Due date and time for submission of tender: 24 March 2025 up to 15.00 hrs**

**निविदा आमंत्रण सूचा**  
**Notice Inviting Tender**

एनबी.केरल/ डीपीएसपी /155656/ओएम-24/2024-25

NB. Kerala/DPSP/ 155655 /OM-24 /2024-25

03 मार्च 2025

03 March 2025

मेसर्स/ M/s

**निविदा आमंत्रित करने की सूचना/ NOTICE INVITING TENDER**

महोदय/ Dear Sir

**नाबार्ड केरल क्षेत्रीय कार्यालय, पुन्नन रोड, स्टैच्यू, तिरुवनंतपुरम-695001 में 02 यात्री लिफ्टों के डिजाइन, स्थापना, परीक्षण, कमीशनिंग और रखरखाव के लिए निविदा/ Tender for Design, Supply, Installation, Testing, Commissioning and Maintenance of 02 Nos. Passenger Lifts at NABARD Kerala Regional Office, Punnen Road, Statue, Thiruvananthapuram-695001**

राष्ट्रीय कृषि और ग्रामीण विकास बैंक (नाबार्ड), केरल क्षेत्रीय कार्यालय, नाबार्ड केरल क्षेत्रीय कार्यालय, पुन्नन रोड में वारंटी के बाद 5 वर्षों के लिए एएमसी सहित 02 यात्री लिफ्टों के डिजाइन, स्थापना, परीक्षण, कमीशनिंग और रखरखाव के लिए निविदा देने का इरादा रखता है। , प्रतिमा, तिरुवनंतपुरम-695001। इसके लिए सीपीपी पोर्टल के तहत दो चरण की बोली प्रक्रिया यानी तकनीकी-वाणिज्यिक पहलुओं के संबंध में तकनीकी योग्यता और प्रतिस्पर्धी दरों का पालन किया जा रहा है। बोलीदाताओं को वैध डिजिटल हस्ताक्षर प्रमाणपत्रों का उपयोग करके सीपीपी पोर्टल पर इलेक्ट्रॉनिक रूप से अपनी बोलियों की सॉफ्ट प्रतियां जमा करने की आवश्यकता होती है। निविदा दस्तावेज 03 मार्च 2025 से निविदा कॉलम के तहत हमारी वेबसाइट [www.nabard.org](http://www.nabard.org) से भी डाउनलोड किए जा सकते हैं। केवल सीपीपी पोर्टल पर पंजीकृत ठेकेदार ही आवेदन कर सकते हैं। सीपीपी पोर्टल पर ऑनलाइन बोलियां जमा करने के लिए उपयोगी अधिक जानकारी यहां प्राप्त की जा सकती है: <https://eprocure.gov.in/eprocure/app>

National Bank for Agriculture and Rural Development (NABARD), Kerala Regional Office intends to award the **Tender for Design, Supply, Installation, Testing, Commissioning and Maintenance of 02 Nos. Passenger Lifts at NABARD Kerala Regional Office, Punnen Road, Statue, Thiruvananthapuram-695001**. For this, a two stage-bidding process under CPP Portal i.e. Technical Qualification with respect to Techno-Commercial aspects, and Competitive Rates is being followed. The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. Tender documents can also be downloaded from our website [www.nabard.org](http://www.nabard.org) under the tender column from **03 March 2025**. Contractors registered on CPP Portal may only apply. More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app>.

2. राष्ट्रीय कृषि और ग्रामीण विकास बैंक (नाबार्ड) उपरोक्त कार्य अर्थात 02 (दो) के प्रतिस्थापन के लिए निविदा आमंत्रित करता है। नाबार्ड केरल क्षेत्रीय कार्यालय, पुन्नन रोड, स्टैच्यू, तिरुवनंतपुरम, केरल, पिन 695001 पर 02 यात्री लिफ्टों के प्रतिस्थापन के लिए लिफ्ट / लिफ्ट के मूल उपकरण निर्माताओं (ओईएम)

से आधुनिक, ऊर्जा कुशल और उन्नत सुविधाओं के साथ यात्री लिफ्टों की संख्या केरल आरओ में 02 लिफ्टों के आंशिक उन्नयन के लिए जीएसटी सहित 52.20 लाख रुपये की अनुमानित लागत पर, जहां भी आवश्यक हो, होइस्टवे पैचवर्क और प्लास्टरिंग सहित लिफ्ट से संबंधित सभी इलेक्ट्रिकल और छोटे सिविल कार्य, जैसा कि निविदा में बताया गया है। हालाँकि, अनुमान केवल एक मोटे मार्गदर्शक के रूप में दिया गया है।

National Bank for Agriculture and Rural Development (NABARD) invites tender for the captioned work i.e. replacement of 02 (TWO) nos. of passenger lifts with modern, energy efficient and advanced features from the Original Equipment Manufacturers (OEMs) of Lifts / Elevators to undertake replacement of 02 Nos. Passenger Lifts at NABARD Kerala Regional Office, Punnen Road, Statue, Thiruvananthapuram, Kerala, Pin 695001 with all elevator related electrical & minor civil work including hoistway patchwork and plastering wherever required, as detailed in the tender at an estimated cost for partial upgradation of 02 lifts at Kerala RO of **Rs.52.20 lakh inclusive of GST**. The estimate however, is given merely as a rough guide.

3. राष्ट्रीय कृषि और ग्रामीण विकास बैंक (नाबार्ड) का केरल क्षेत्रीय कार्यालय पुन्नेन रोड, स्टैच्यू, तिरुवनंतपुरम - 695001 में है। प्रदान की जाने वाली आवश्यक सेवाओं का विस्तृत विवरण निविदा में अलग से दिया गया है। बोलीदाताओं को सलाह दी जाती है कि वे दरें उद्धृत करने से पहले निविदा दस्तावेजों को ध्यान से पढ़ लें। बोलीदाताओं को साइट पर जाने, मौजूदा स्थितियों का सर्वेक्षण करने की सलाह दी जाती है ताकि वे किए जाने वाले कार्यों की प्रकृति और दायरे से परिचित हो सकें और अपनी दरें उद्धृत करने से पहले नाबार्ड से सभी आवश्यक स्पष्टीकरण प्राप्त कर लें।

National Bank for Agriculture and Rural Development (NABARD) has its Kerala Regional Office at Punnen Road, Statue, Thiruvananthapuram - 695001. The detailed description of required work/services to be provided are detailed separately in the tender. Bidders are advised to go through the tender documents carefully before quoting the rates. *The Bidders are advised to visit the site, conduct survey of the existing conditions so as to familiarize themselves with the nature and scope of works to be carried out and get all clarifications as necessary from NABARD before quoting their rates.*

3. निविदाएं सीपीपी पोर्टल पर ही लागू की जाएंगी। निविदा के भाग-I (तकनीकी योग्यता बोली) में तकनीकी योग्यता बोली के साथ-साथ नाबार्ड को ऑनलाइन ईएमडी जमा करने का प्रमाण और निर्धारित निविदा दस्तावेज में नियम और शर्तें शामिल होंगी। निविदा के भाग- II में सीपीपी पोर्टल में निर्धारित प्रारूप में केवल वित्तीय बोली शामिल होगी। वित्तीय बोली में कोई अन्य नियम एवं शर्तें नहीं होनी चाहिए। यदि निविदा दस्तावेज में कोई नियम और शर्तें निर्धारित की गई हैं, तो निविदा को सरसरी तौर पर अस्वीकार कर दिया जाएगा। ई-बोली प्रक्रिया और ई-बोली जमा करने की प्रक्रिया के बारे में अधिक जानकारी के लिए, बोलीदाता उपलब्ध सीपीपी पोर्टल 'बोली मैनुअल' का पालन कर सकते हैं या सीपीपीपी ई-खरीद प्रक्रिया के लिए नाबार्ड द्वारा नियुक्त सुविधाकर्ता, सीपीपी पोर्टल के हेल्प डेस्क / सहायक कर्मचारियों की सहायता ले सकते हैं। . संपर्क विवरण नीचे दिया गया है:-संपर्क व्यक्ति का नाम टेलीफोन नंबर तृषा सोनावणे +91-9967699576 (ईमेल करें [fmp.cppp@nabard.org](mailto:fmp.cppp@nabard.org)) । किसी अन्य माध्यम जैसे सीलबंद लिफाफे या डाक या हाथ से

डिलीवरी द्वारा प्रस्तुत की गई बोलियां स्वीकार नहीं की जाएंगी।

Tenders will be applied on CPP Portal only. The PART-I (Technical Qualification Bid) of the tender shall contain Technical Qualification bid, along with proof of having submitted EMD online to NABARD, and terms & conditions in prescribed tender document. **The PART- II of the tender shall contain only the financial bid in the prescribed format in CPP Portal.** No other terms & conditions should be there in the financial bid. If any terms & Conditions are stipulated in the tender document, the tender shall summarily be rejected. For more information regarding e-bid process and procedure of submission of e-bid, bidders may follow 'Bidding Manual' available CPP Portal or seek assistance of Help Desk / Support staff of CPP Portal, facilitator engaged by NABARD for CPPP e-procurement process. The contact details is given below:-

Name of the Contact Person	Telephone No.
Trusha Sonawane	+91-9967699576
Email	fmp.cppp@nabard.org

Bids submitted by any other mode like sealed envelope or post or hand delivery will **not** be accepted.

**4. निविदा का भाग-I (तकनीकी योग्यता बोली) सीपीपीपी प्रक्रिया के अनुसार सबसे पहले 25 मार्च 2025**

को खोला जाएगा। तकनीकी योग्यता बोली/निविदा के आधार पर, पात्र बोलीदाताओं की प्रतिस्पर्धी दरों के लिए वित्तीय बोलियां (भाग- II) केवल खोली/विचार की जाएंगी। तकनीकी बोली के विस्तृत मूल्यांकन के बाद मूल्य बोली बाद की तारीख में खोली जाएगी। केवल तकनीकी मूल्यांकन में शॉर्टलिस्ट किए गए बोलीदाताओं की मूल्य बोलियां खोली जाएंगी। मूल्य बोली खोलने की तारीख केवल तकनीकी रूप से योग्य बोलीदाताओं को अलग से सूचित की जाएगी।

The PART-I (Technical Qualification Bid) of the tender shall be opened first on **25 March 2025** as per CPPP procedure. Based on the Technical Qualification bid/ tender, the financial bids (Part-II) for competitive rates of eligible bidders will only be opened/considered. The Price Bid shall be opened at a later date after detailed evaluation of the technical bid. The Price bids of only those bidders shortlisted in the technical evaluation shall be opened. The date of opening of price bid shall be intimated separately to the technically qualified bidders only.

**5. बोलियों के मूल्यांकन के लिए गुणवत्ता और लागत आधारित चयन (क्यूसीबीएस) प्रणाली अपनाई जाएगी** जिसमें तकनीकी मूल्यांकन में नियम और शर्तें, अनिवार्य पूर्व योग्यता मानदंड और मूल्यांकन मैट्रिक्स शामिल होंगे जैसा कि निविदा दस्तावेज़ में क्रमशः अनुबंध- I, II और III में दर्शाया गया है। केवल उन्हीं बोलीदाताओं/ओईएम की तकनीकी बोलियों का मूल्यांकन किया जाएगा जो पात्रता मानदंडों का अनुपालन करते हैं। मूल्यांकन मैट्रिक्स का कुल स्कोर 100 अंक है और केवल 50 अंक या अधिक प्राप्त करने वाले ओईएम/बोलीदाताओं को मूल्य बोलियां खोलने/आगे के मूल्यांकन के लिए विचार किया जाएगा। तकनीकी बोली मूल्यांकन के अंकों को घटते क्रम में व्यवस्थित किया जाएगा और कट ऑफ अंक (50) से ऊपर के बोलीदाताओं को शॉर्टलिस्ट किया जाएगा।

Quality and Cost Based Selection (QCBS) system shall be adopted for evaluation of bids wherein technical evaluation shall include terms and conditions, mandatory prequalification criteria and evaluation Matrix as indicated in Annexures -I, II & III respectively as indicated in the tender document. Technical bids of only those bidders/OEMs who comply with the eligibility criteria shall be evaluated. The qualified OEMs shall be separately called for making a presentation before the 'Evaluation Committee' of the Bank, clearly highlighting the core competencies / capabilities of the respective OEMs. The Evaluation Matrix has a total score of 100 marks and only those OEMs/bidders obtaining 50 marks or more shall be considered for opening of price bids / further evaluation. The

marks from Technical Bids evaluation will be arranged in descending order and the bidders above cut off marks (50) shall be shortlisted.

6. सूचित किया जाता है कि केवल मूल उपकरण निर्माता (ओईएम) ही आवेदन करने के पात्र हैं। ई-निविदा बोलीदाताओं/ठेकेदारों के लिए सीपीपी पोर्टल पर 03 मार्च 2025 से और नाबार्ड की वेबसाइट <https://www.nabard.org> पर भी उपलब्ध होगी।

It is to inform that Only Original Equipment Manufacturers (OEM's) are eligible to apply. The e-tender will be available to the bidders /contractors on CPP portal from 03 March 2025 onwards and also on NABARD's website <https://www.nabard.org>.

7. नाबार्ड किसी भी निविदा को पूरी तरह से या आंशिक रूप से स्वीकार या अस्वीकार करने का अधिकार सुरक्षित रखता है और नाबार्ड की ओर से सबसे कम (एल 1) या किसी भी निविदा को स्वीकार करना बाध्यकारी नहीं है।

NABARD reserves the right to accept or reject any tender, in whole or in part and it is not binding on the part of the NABARD to accept the lowest (L1) or any tender.

8. ऐसी निविदाएं, जो नाबार्ड की सभी या किसी भी शर्त को पूरा नहीं करती हैं या किसी भी संबंध में अपूर्ण हैं और नाबार्ड द्वारा निर्दिष्ट शर्तों के अलावा बोलीदाता की अपनी शर्तों वाली निविदाएं अस्वीकार कर दी जाएंगी। तकनीकी बोली के विस्तृत मूल्यांकन के बाद मूल्य बोली बाद की तारीख में खोली जाएगी। केवल तकनीकी मूल्यांकन में शॉर्टलिस्ट किए गए (50 अंक या अधिक अंक प्राप्त करने वाले) बोलीदाताओं की मूल्य बोलियां खोली जाएंगी। मूल्य बोली खोलने की तारीख केवल तकनीकी रूप से योग्य बोलीदाताओं को अलग से सूचित की जाएगी।

Tenders, which do not fulfil all or any of the NABARD's conditions or are incomplete in any respect and tenders with the Bidder's own conditions other than those specified by NABARD, are liable to be rejected. The Price Bid shall be opened at a later date after detailed evaluation of the technical bid. The Price bids of only those bidders shortlisted in the technical evaluation (scoring 50 marks or more) shall be opened. The date of opening of price bid shall be intimated separately to the technically qualified bidders only.

9. निविदा दस्तावेजों में कोई विसंगतियां, चूक, अस्पष्टता, यदि कोई हो, या उनके अर्थ के बारे में कोई संदेह, "मुख्य महाप्रबंधक, राष्ट्रीय कृषि और ग्रामीण विकास बैंक, केरल क्षेत्रीय पुनर्निर्माण रोड, प्रतिमा, तिरुवनंतपुरम - 695001" को लिखित रूप में सूचित किया जाना चाहिए, जो इसकी समीक्षा करेंगे और मांगी गई जानकारी यदि स्पष्ट रूप से इंगित या निर्दिष्ट नहीं है, तो मांगी गई जानकारी की समीक्षा करेंगे। नाबार्ड उन सभी बोलीदाताओं को स्पष्टीकरण जारी करेगा जो अनुबंध दस्तावेज का हिस्सा बन जाएंगे। निविदा प्रस्तुत करने की तारीख से तीन कार्य दिवसों से पहले निविदा दस्तावेजों में विसंगतियों, चूक, अस्पष्टता या उनके अर्थ के बारे में किसी भी संदेह को नाबार्ड के ध्यान में नहीं लाया जाता है तो नाबार्ड जिम्मेदार नहीं होगा। बोलीदाता का केरल में पंजीकृत कार्यालय और तिरुवनंतपुरम में सेवा कार्यालय होना चाहिए।

Any discrepancies, omissions, ambiguities in the Tender Documents, if any, or any doubt as to their meaning should be reported in writing to the "The Chief General Manager, National Bank for Agriculture and Rural Development, Kerala Regional at Punnen Road, Statue,

Thiruvananthapuram – 695001” who will review the same and information sought if not clearly indicated or specified, NABARD will issue clarifications to all the Bidders which will become part of the Contract Document. NABARD will not be responsible if the discrepancies, omissions, ambiguities in the Tender Documents or any doubts as to their meaning are not brought to the notice of NABARD before three working days prior to the date of submission of the Tender. The bidder must have a Registered Office in Kerala and a Service Office at Thiruvananthapuram.

10. निविदा के साथ बैंक गारंटी (बीजी) के माध्यम से या नीचे बताए अनुसार नाबार्ड के खाते में ऑनलाइन प्रेषण के माध्यम से 1,04,400/- रुपये (एक लाख चार हजार चार सौ रुपये मात्र) की बयाना राशि (ईएमडी) जमा करनी होगी। इस निविदा के साथ संलग्न प्रारूप के अनुसार कोई भी राष्ट्रीयकृत बैंक/अनुसूचित बैंक। ईएमडी के बिना निविदा अस्वीकार कर दी जाएगी।

खाते का नाम - NATIONAL BANK FOR AGRICULTURE AND RURAL DEVELOPMENT

बैंक का नाम- NABARD

शाखा का नाम - HEAD OFFICE MUMBAI

आईएफएससी कोड- NBRD0000002

खाता संख्या- NABADMN30

The Tender must be accompanied by Earnest Money Deposit (EMD) of ₹1,04,400/- (**Rupees One Lakh Four Thousand Four Hundred only**) by way of a Bank Guarantee (BG) or through online remittance in the NABARD's Account as mentioned below from any Nationalized Bank / Scheduled Bank as per the format enclosed along with this tender. Tender without EMD shall be rejected.

Name of Account	NATIONAL BANK FOR AGRICULTURE AND RURAL DEVELOPMENT
Bank Name	NABARD
Branch Name	HEAD OFFICE MUMBAI
IFSC Code	NBRD0000002
Account Number	NABADMN30

11. प्रस्ताव की वैधता मूल्य बोली खुलने की तारीख से 90 दिन होनी चाहिए। हालाँकि, सफल बोलीदाता द्वारा उद्धृत दरें निविदा अनुबंध अवधि के अंत तक स्थिर रहेंगी, केवल तब जब न्यूनतम मजदूरी संशोधित की जाती है और अनुबंध दरें संशोधित न्यूनतम मजदूरी दरों से भिन्न होती हैं या जीएसटी / वैधानिक करों में परिवर्तन और अन्य के अधीन होती हैं। नियम एवं शर्तें निविदा में अन्यत्र उल्लिखित हैं।

Validity of offer should be 90 days from the date of opening of price bids. However, the rates quoted by the successful bidder would remain firm until the end of the tendered contract period except only if the minimum wages are revised and contract rates are different from the revised minimum wage rates or change in GST / statutory taxes and **subject to other terms & conditions mentioned elsewhere in the tender.**

12. कार्यदेश प्राप्त होने के 09 माह के अन्दर कार्य पूर्ण करना होगा। कार्यों के पूरा होने में देरी के लिए निर्धारित हर्जाना प्रत्येक सप्ताह की देरी या उसके किसी भाग के लिए कार्य के मूल्य का 0.25% लगाया

जाएगा, जो स्वीकृत निविदा के अपूर्ण मूल्य पर अधिकतम 5% के अधीन होगा। सफल बोलीदाता को प्रस्ताव की स्वीकृति की तारीख से 15 दिनों के भीतर निविदा में मानक / निर्धारित प्रारूप के अनुसार नाबार्ड के साथ कार्य अनुबंध और पूर्व अनुबंध अखंडता समझौते के 'समझौते के लेख' निष्पादित करना होगा, अन्यथा बोलीदाता की ईएमडी जब्त हो सकती है।

The work shall be completed within 09 months from receipt of work order. Liquidated damages for delay in completion of the works will be levied at 0.25% of the value of work for every week of delay or part thereof, subject to maximum of 5% on the incomplete value of the accepted tender. The successful bidder shall execute an 'Articles of Agreement' of work contract and Pre contract integrity pact with NABARD in accordance with the standard / prescribed format in tender within 15 days from the date of acceptance of the offer failing which the bidder's EMD may stand forfeited.

13. निविदा आमंत्रित करने संबंधी यह सूचना (एनआईटी) भी निविदा दस्तावेज का हिस्सा होगी। इस निविदा दस्तावेज और जीईएम पोर्टल के नियमों / प्रावधानों के बीच विरोधाभास के मामले में, हमारे निविदा दस्तावेज में दिए गए नियमों / प्रावधानों को प्राथमिकता दी जाएगी। बोलीदाताओं को निविदा के सभी प्रासंगिक दस्तावेजों पर हस्ताक्षर करने और जीईएम पोर्टल (अतिरिक्त विवरण लिंक) में अपलोड करने की आवश्यकता होती है।

This Notice Inviting Tender (NIT) shall also form part of the Tender Document. In case of contradiction between the rules / provisions of this tender document and those of CPP portal, preference shall be given to the rules / provisions given in our tender document. The bidders are required to sign all the relevant documents of the tender and upload in the CPP portal in additional details link.

भवदीय/Yours Faithfully,

  
(सजीव एस/ Sajeev S)

**उप महाप्रबंधक/ Deputy General Manager**

### SCHEDULE OF EVENTS

Bid Document Availability	<p>Tenderers are advised to submit e-tender (e-bids) through <b>Central Public Procurement Portal (CPPP)</b>.</p> <p>Tender document (for reference purpose only) can be downloaded from: <a href="https://www.nabard.org">https://www.nabard.org</a>, as well as from Central Public Procurement Portal (CPPP) from <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a>.</p> <table border="1" data-bbox="647 546 1364 666"> <tr> <td data-bbox="647 546 772 598">From</td><td data-bbox="772 546 1364 598"><b>03.03.2025</b></td></tr> <tr> <td data-bbox="647 598 772 666">To :</td><td data-bbox="772 598 1364 666"><b>24.03.2025 15.00 hrs</b></td></tr> </table>	From	<b>03.03.2025</b>	To :	<b>24.03.2025 15.00 hrs</b>
From	<b>03.03.2025</b>				
To :	<b>24.03.2025 15.00 hrs</b>				
Earnest Money Deposit (EMD)	<p>The Tender must be accompanied by Earnest Money Deposit (EMD) of <b>Rs.1,04,400/- (Rupees One Lakh Four Thousand and Four Hundred Only)</b> by way of a <b>Bank Guarantee (BG) or through online remittance in the NABARD's Account as mentioned in next row</b> from any Nationalized Bank / Scheduled Bank as per the format enclosed along with this tender.</p> <p>If the bidder wants to claim exemption under MSME Procurement Policy of Govt. of India, the bidder has to submit documentary proof of registration as MSME with Central Procurement Organizations or NABARD itself.</p>				
Account Details	<p>Payee Name : NABARD  Current Account No : NABADMN30  Name of the Bank: NABARD  NABARD IFSC Code: NBRD0000002</p>				
Last date of submission of Tender	<b>Up to 1500 hrs. 24.03.2025</b>				
Opening of Technical Bids (including Pre-Qualification) Opening of Price Bids	<p><b>1600 hrs. on 25.03.2025</b></p> <p>Authorized representatives of vendors may be present during opening of the Technical Bids. <b>Technical Bids of only those bidders / OEM's who comply with the Pre-Eligibility criteria shall be evaluated. Qualified OEM's shall make presentation before the "Evaluation Committee" of the Bank. OEMs failing to make a presentation on the stipulated date are liable for disqualification from the selection process. However, Technical Bids would be opened even in the absence of any</b></p>				

	<b>or all of the vendors' representatives.</b> Price Bid will be opened on a subsequent date, which will be communicated to only those bidders shortlisted in the Technical Evaluation (scoring 50 marks and more).
<b>Contact Details:</b> Address for Communication And submission of bid.	NABARD, Kerala Regional Office, Department of Premises, Security and Procurement, <b>Kerala Regional Office, Punnen Road, Statue, Thiruvananthapuram, Kerala-695001</b>



**NABARD**

## Section- I

### Form of Tender

Place -----

Date \_\_\_\_\_

The Chief General Manager,  
National Bank for Agriculture and Rural Development  
Kerala Regional Office, Punnen  
Road, Statue,  
Thiruvananthapuram-695001.

Dear Sir,

We have carefully examined the technical specifications, designs and schedule of quantities relating to the works specified in the memorandum hereinafter set out and have visited and examined the installation site of the works specified in the said memorandum and have acquired the requisite information relating thereto as affecting the tender. We hereby offer to execute the works specified in the said memorandum within the time specified in the said memorandum at the rates mentioned in the attached Schedule of Quantities and in accordance in all respects with specifications, designs and instructions in writing referred to in articles of agreement, general instructions to the tenderer and special conditions, conditions hereinbefore referred to, specifications, schedule of works, data sheet and schedule of quantities and with such materials as are provided for, by and in all other respects, in accordance with such conditions so far as they may be applicable.

### MEMORANDUM

(a)	Description of works	Design, Supply, Installation, Testing Commissioning and Maintenance of 02 No. Passenger Lift in phased manner at NABARD's Kerala Regional Office, Punnen Road, Statue, Thiruvananthapuram-695001.
(b)	<b>Earnest Money Deposit (EMD)</b>	The Tender must be accompanied by Earnest Money Deposit (EMD) of <b>Rs.1,04,400/- (Rupees One Lakh Four Thousand and Four Hundred Only)</b> by way of a Bank Guarantee (BG) or through online remittance in the NABARD's Account as mentioned on page 09 from any Nationalized Bank / Scheduled Bank as per the format enclosed along with this tender.
(c)	<b>(Retention Money Deposit) RMD</b>	10% of the total contract value

(d)	Time allowed for completion of work from 10 <sup>th</sup> day of letter of award of work order	<b>36 Weeks</b>
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1. We also agree that our tender will remain valid for acceptance by NABARD for 90 days from the date of opening of Part II of the tender and this period of validity can be extended for such period as may be mutually agreed between NABARD and us in writing. We also agree to keep the amount towards earnest money deposit valid during the entire period of validity of tender.
2. 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.
3. We understand that you reserve the right to accept or reject any or all the tender either in full or in part without assigning any reason therefor.
4. We are enclosing a list of our clients and bankers in India with complete details as per the proforma given in the Annexure-IV.
5. I/We have not been blacklisted by any Central or State Government Organisation or PSU.

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

For and on behalf of M/s \_\_\_\_\_

\_\_\_\_\_  
(Signature with seal)

Name \_\_\_\_\_

Designation \_\_\_\_\_

Place \_\_\_\_\_

Date \_\_\_\_\_

(Certified true copy of the Power of Attorney of the above signatory should be enclosed).

Witnesses

(1) Signature with name, address and date \_\_\_\_\_ Signature \_\_\_\_\_

(2) Signature with name, address and date \_\_\_\_\_ Signature \_\_\_\_\_

## PRE-QUALIFICATION CRITERIA

**Mandatory Conditions to be fulfilled for pre-qualification and (Supporting documents to be submitted):**

S. No.	Mandatory Conditions	Supporting documents to be submitted (self-attested)	If complied (Y/ N)
a.	The OEM should be an Indian company.	Certificate of Registration showing legal identification of the firm.	
b.	The OEM should possess valid ISO 9001 /14001 Certification.	Copy of certificate(s) to be enclosed.	
c.	The OEM should have its own manufacturing and full-fledged service centre(s) in India, with adequate stock of inventory/spares.	A declaration to the effect, along with full list of service centres and manufacturing facilities in India.	
d.	The OEM should have valid license from competent authority to install/ modernize and maintain lifts.	Copy of license to be enclosed.	
e.	Presence of full-fledged service centre and technical manpower at project site (including availability of inventory and spares)	Address proof like electricity bill, landline bill, trade certificate, etc. and list of technical manpower	
f.	The OEM should have experience of at least 07 years in installing elevators/ lifts with automatic doors, speed of at-least 1.0 m/s as on 31-03-2023.	Copy of Work Order (not later than 01-01-2018) and Completion Certificate compulsorily indicating all the criteria mentioned on the left, is to be submitted.	
g.	The OEM should have successfully installed lifts in any central/ state govt. department/ ministries or central/ state govt. owned PSUs/ PSEs/ PSBs or institutions set up by an act of Parliament, in the last 07 years.	Copy of at-least one completion certificate to be enclosed.	
h.	The OEM should have installed at-least one lift in a building consisting of 12 stops or more (including basement, if any).	Copy of one work order and completion certificate (for the same work) to be enclosed.	
i.	The OEM should have made profits in any three (03) out of last five (05) consecutive FYs ending 31st March 2023.	P/L statement and audited B/S for corresponding FYs to be submitted along with a self-declaration to the effect.	
j.	Pre-contract integrity pact	As per Annexure III	

k	Form of tender	Page 11 and 12	
l	Tender signed and stamped	All pages of this tender document duly signed and stamped	
m	EMD, if applicable	Rs.1,04,400/- (Rupees One Lakh Four Thousand and Four Hundred Only)	

Decision of the Bank with regard to selection of OEM's will be final. The Bank is not bound to assign any reasons thereof. Any false and / or inadequate information can result in rejection of the tender. The selection of the bidders is based entirely upon the capability and resources of prospective bidders to perform the particular contract satisfactorily, taking into account above criteria.

**Place**

**Date**

**Signature of Tenderer**

**Name and Address with Se**



# NABARD

## Section-II

### General Instructions to Tenderer and Special Conditions

#### 1 Instructions to Tenderer

- 1.1. Tenderers are advised to submit the tender based strictly on the General Conditions of the Contract and Technical Specifications contained in the tender documents, and not to stipulate any deviations. If acceptance of the terms and conditions given in the tender documents has any price implications, the same should be considered and included in the quoted price. Tender containing deviations from the terms and conditions may be rejected at the Bank's discretion.
- 1.2. Tenderer shall submit full details of the patent, trade mark, registered design, intellectual property rights, copyrights, industrial property rights held by them or used by them of any third party with regard to design or any part of the system.
- 1.3. All information, correspondence letters related to the project shall be submitted and addressed to 'The Chief General Manager, NABARD, NABARD Kerala Regional Office, Punnen Road, Statue, Thiruvananthapuram, Kerala 695001.
- 1.4. **Intending bidders / OEM's are required to submit their full credentials giving details in the enclosed pro forma about their organisation, experience, competence, and adequate evidence of their financial standing, etc., in the enclosed statements.**
- 1.5. The tenders shall be digitally signed by the person/persons on behalf of the organisation having necessary Authorisation/Power of Attorney to do so. Each page of the application shall be digitally signed. (Copy of Power of Attorney/Memorandum of Association shall be furnished along with application).
- 1.6. If the space in the pro forma is insufficient for furnishing full details, such information shall be supplemented on separate sheets of paper stating therein the part of the pro forma and serial number. Separate sheets shall be used for each part of application, if required.
- 1.7. Tenders containing false and/or incomplete information are liable for rejection.
- 1.8. The applicant must have successfully completed the work according to the eligibility criteria mentioned.
- 1.9. The Tender must be accompanied by Earnest Money Deposit (EMD) of **Rs.1,04,400/- (Rupees One Lakh Four Thousand and Four Hundred Only)** by way of a Bank Guarantee (BG) or NEFT/RTGS to

**NABARD's Account** from any Nationalized Bank / Scheduled Bank as per the format enclosed along with this tender.

Payee Name: NABARD

Current Account No.-NABADMN30

Name of the Bank- NABARD

ISFC Code:NBRD00000002

Note: UTR is to be indicated for the payment made through RTGS/NEFT

- 1.10. In case of successful bidder, a fresh Bank Guarantee (BG) of 10% of contract amount may be submitted towards Security Deposit (SD). The EMD will be retained with NABARD till submission of SDBG and will be released afterwards. In case of unsuccessful bidders, the EMD will be refunded only on award of Contract to the successful bidder. The EMD / SD will not bear any interest. If the bidder withdraws his tender before expiry of the validity period of the tender or if the Contractor fails to execute / complete the works satisfactorily, NABARD reserves the right to forfeit the EMD / SD. Any tender not accompanied by the EMD will be rejected.
- 1.11. In first level of selection procedure, bid scrutiny will be carried out to ascertain compliance with the minimum eligibility/ Pre-qualification criteria and those bidders meeting all the prescribed criteria will only be considered for technical bid evaluation.
- 1.12. **The applications submitted shall be evaluated by an "Evaluation Committee" of the Bank consisting of Bank's officials and / or external technical experts.**
- 1.13. Price bids of only those bidders shortlisted in the Technical evaluation (Scoring 50 marks or more) shall be opened. Price bids to be submitted separately.
- 1.14. The rates for each item as per scope of work shall be quoted by the applicant in the Price bid to be submitted separately as Part-2.

## **2 Opening of Tender**

- 2.1 **Part I (Technical Bid)** of the tenders will be opened **19.02.2025** at 16:00 hours in presence of tenderer who wish to be present. However, bids would be opened even in the absence of any or all of the vendors' representatives. Technical bids of only those vendors who qualify as per Pre-qualification criteria will be evaluated.
- 2.2 Dates of opening price bids will be intimated after evaluation of technical bids. Bids would be opened in the presence of tenderer(s) who wish to be present. Again, Bids would be opened even in the absence of any or all of the vendors' representatives.

## **3 Technical Bids Evaluation**

- 3.1 The qualified OEMs shall be separately called for making a presentation before the '**Evaluation Committee**' of the Bank, clearly highlighting the core competencies / capabilities of the respective OEMs. The OEMs failing to make a presentation on the stipulated date are liable for disqualification from the selection process.

- 3.2** The **Evaluation Matrix (on next page)** has a total score of 100 marks and only those OEMs obtaining 50 marks or more shall be considered for opening of price bids / further evaluation.
- 3.3** The Bank reserves the right to inspect the OEMs manufacturing facility, service centres, similar work / works carried out by the OEM etc. to satisfy itself regarding quality, finishes, workmanship, competence and service capabilities to take up the work. Necessary permissions for inspection of the above facility/ works carried shall be arranged by the Original Equipment Manufacturer (OEM).
- 3.4** The Bank may call for any additional particulars/ clarifications on the bids submitted. The OEM shall be required to submit the additional particulars/ clarifications within the specified date and time, failing which the OEM's application shall be liable for rejection.
- 3.5** The bidder shall comply with the Local Content norms stipulated under 'Make in India' initiative as per the guidelines issued by Ministry of Commerce and Industry, Department of Industrial Policy and Promotion, Government of India, from time to time. The marks for Technical Evaluation will be given as per Evaluation Matrix (refer index).
- 3.6** **Note:** Bidders may clearly indicate the clause of tender and page number of clause against which the document has been submitted before uploading the same on the e-tender website for all the documents sought in the tender failing which the bank may reject the document at its discretion.



NABARD

## Evaluation Matrix

Sr. No.	Criteria	Max. Marks	Remarks
1	Experience (in years completed) in the lift/ elevator industry as on 31 March 2024. (enclose copies of work orders issued prior to/ as on the cut-off date)		
a.	7-9 years	1	
b.	10-12 years	3	
c.	13-15 years	7	
d.	16 years or more	10	
2	'Average' Annual Turnover during last 03 years as on 31 March 2024, in INR (enclose CA's certificates & audited Balance Sheets)		
a.	50 – 149 crore	1	
b.	150 – 349 crore	3	
c.	350 to 500 crore	7	
d.	501 crore or more	10	
3	Satisfactory Completion of 'Similar works' in a modern functioning office/ residential/ commercial building, <b>of Rs. 100 lakh or more in last seven (7) years</b> (submit self-declaration to the effect)		
a.	1 – 25 works	1	
b.	26 – 75 works	3	
c.	76 – 150 works	7	
d.	151 works or more	10	
4	Availability of Service Centres in states/ UTs (Submit full list indicating Contact Person, full address, telephone no., etc.)		
a.	In < 5 states/ UTs	1	
b.	In 5 - 9 states/ UTs	5	
	In 10 - 14 states/ UTs	8	
c.	In 15 to 20 states/ UT	10	

5	Number of elevators under Comprehensive Annual Maintenance Contract (CAMC) as on 31 March 2024. <i>(provide exact number and submit a self-declaration to the effect)</i>		
a.	< 3,000	1	
b.	3,001 –15,000	3	
c.	15,001 – 35,000	7	
d.	35,001 or more	10	
6	No of installed Lifts with Travel speed of 1 m/s or <i>higher (as per technical specifications in the tender ) (If yes, enclose details thereof)</i>		
a.	0 - 50 lifts	1	
b.	51 - 200 lifts	3	
c.	201 - 500 lifts	7	
d.	501 lifts or more	10	
7	Number of engineers on roll of the OEM (permanent employees) with qualification of Diploma in Engineering or higher (Submit details as per Annexure VII attached below).		
a.	< 50	1	
b.	51- 150	3	
c.	151-250	7	
d.	251 or more	10	
8	Detailed Presentation in presence of NABARD officials and/ or technical experts at a pre-determined date (30 marks)		
			Total: 100 marks.

**Note: The OEMs obtaining 50% (fifty percent) or higher marks would only will be considered for qualification.** Even though any OEM may satisfy the above requirements, the OEM may be **disqualified** if they have:-

- i) Made misleading / false statement(s) or deliberately suppressed information in the forms, statements and enclosures required in the eligibility criteria document; and /
- or ii) Record of poor performance such as abandoning work, not properly completing the contract, or financial failures / weaknesses etc.

## 4 Price Bid Evaluation

- 4.1** The Price Bids of only those bidders shortlisted in the technical evaluation (scoring 50 marks or more) shall be opened.
- 4.2** Tenders will be evaluated based on Total Cost of Ownership (**TCO**) which will include the Capital Cost (**C**) quoted for the lifts and the rates quoted for comprehensive all-inclusive Annual Maintenance Contract (**A**) for a period of 19 years after expiry of one year warranty period (Defect Liability Period), by using Net Present Value (NPV) method. For arriving at the NPV of AMC amount, a Multiplication Factor (**F**) will be computed as per the following parameters:

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

$$TCO = C + (-B) + (F \times A),$$

Where, **B = Buy Back Value of the concerned Lift, (F= 13.81)**

### 4.3 Comprehensive Annual Maintenance Contract (CAMC)

- 4.3.1** The bidder shall quote his rates in Rupees per lift per annum for all CAMC inclusive of all taxes as applicable, transport, insurance, handling charges etc as applicable after expiry of 12 months warranty period. These rates shall remain firm for the first year of AMC and these charges will also be considered while evaluating the tender as mentioned in para 4.2 above.
- 4.3.2** Further renewal amount for the AMC shall be worked out as per the following IEEMA formula on the basis of RBI indices published.

$$Ac = \frac{Ap}{100} \left( 50 \times \frac{MPC}{MPP} + 50 \times \frac{WIC}{WIP} \right)$$

Ac= The contract amount for the current year

Ap= The contract amount for the previous year

MPC = Wholesale Price Index for metal products 06 months prior to the commencement date of contract for the current year.

MPP = Wholesale Price Index for metal products 06 months prior to the commencement date of contract for the previous year.

WIC = Consumer Price Index for Industrial Workers (Mumbai) 06 months prior to commencement date of contract for the current year.

WIP = Consumer Price Index for Industrial Workers (Mumbai) 06 months prior to commencement date of contract for the previous year.

The Bank Guarantee submitted by the successful bidder towards security deposit (10% of the total contract value) shall be valid for the duration of the AMC for due fulfilment of the terms and obligations of the service contract for the entire life cycle of the lift (19 years) after completion of the warranty period.

NOTE: With Respect to lifts completed in phase 1 of execution of work, the CAMC

schedule will be later brought to same timeline as that of lifts completed in phase

2 of execution of work. To do this, the price quoted for the first year of CAMC will also be applicable for the time difference between two phases. The extra charge will be calculated on pro-rata basis. From second year onwards, the CAMC charges will be calculated as per the formula provided in the tender. This deviation will, however not be part of overall price bid evaluation as described above in 4.2

## 5 Final Evaluation:

- 5.1** For the purpose of calculating final score, marks obtained in technical and price bids evaluation will be assigned a weightage of 70 and 30 respectively i.e., in a ratio of 70:30.
- 5.2** The bidder obtaining the highest total marks (denoted by score “S” as indicated below) will be eligible for appointment as service provider to NABARD for the specified work.
- 5.3** Nominal quote provided by the bidder whose Technical Bid qualifies will be discounted as per the formula given below. A comprehensive “Score (S)” will be arrived at after considering the nominal price quoted and the marks obtained in technical evaluation with relative weights of 30% for price bids and 70% for technical. The bidder with the highest score will be declared successful:
- 5.4** Computation Methodology for arriving at “**Least Price / Least Quote**”:
- 5.4.1** Cut - Off score for technical bid will be 50 marks (or the top score in case none of the bidders reaches the cut-off).
- 5.4.2** A “Score (S)” will be calculated for all qualified bidders using the following formula.

$$S = \frac{C_{low}}{C} X + \frac{T}{T_{high}} (1 - X)$$

Where C stands for nominal price quoted,

$C_{low}$  - stands for the price quote of the lowest nominal bid.

T - stands for technical evaluation score and

T high - stands for the score of the technically highest bidder.

X is equal to 0.3.

### Example :

S. No	Bidder	Technical Evaluation Marks (T)	Nominal Bid Price (C)	$(C_{low} / C) * 0.30$	$(T / T_{high}) * 0.70$	Score (S)
1	ABC	95	71	$0.85 * .30 = 0.25$	$1.00 * .70 = 0.70$	0.95
2	XYZ	85	65	$0.92 * 0.30 = 0.28$	$0.89 * 0.70 = 0.62$	0.90
3	UVW	80	60	$1.00 * 0.30 = 0.30$	$0.84 * 0.70 = 0.59$	0.89

In the above example, ABC, with the highest score becomes the successful bidder whose quoted price shall be called “Least Price”. In the case of a tie between two or more bidders, the bidder with higher score under technical evaluation shall be selected. In the case of tie between two or more bidders in technical evaluation marks also, a fresh price bid will be called upon from these bidders for evaluation and selection of the service provider.

- 5.5 If the space in the pro-forma is insufficient for furnishing full details, the information shall be supplemented in separate sheet(s) of paper stating therein the part of the statement and serial number. Separate sheets shall be used for each part.
- 5.6 Applications containing false and / or inadequate information are liable for rejection. Applicants shall be disqualified at any stage at their risk and cost if they are found to have made untrue or false representation in the forms, statements and attachments submitted in proof of qualification and requirements.
- 5.7 The Bank reserves the right to reject any or all the applications without assigning any reason whatsoever. Applications not received in the prescribed manner will be summarily rejected. The Bank's decision in this regard shall be binding on all concerned.
- 5.8 No further discussion/ interface will be granted to OEMs whose bids have been disqualified in the selection procedure.

## **6 Instructions with respect to Part II i.e. Price Bid**

- 6.1 This part shall contain prices in **Indian Rupees (INR) only** as per format (Part II) both in figures and words. Change of terms and conditions and technical deviations, if any, found in Part II of the tender will not be taken into account and will be treated as invalid. Tender in which prices are quoted in any other currency will not be considered. The Cost of Work shall mean gross value of work including Design, Supply, Installation, Testing and Commissioning (including taxes as applicable) and all related works pertaining to the said Lifts in the Bank's premises and including Comprehensive Annual Maintenance Contract (CAMC) for the period of 19 years after the end of defect liability period (i.e. Warranty period of 1 year) and all rates quoted will also be in Indian Rupees (INR) only.
- 6.2 The tenderer should submit e-bids through online process. If any of the documents is missing or unsigned, the tender may be considered invalid by NABARD in its discretion. Rates should be quoted both in figures and words in columns specified. All erasures and alterations made while filling the tender must be attested by initials of the tenderer. Failure to comply with either of these conditions will render the tender void at NABARD's option. No request for any change in rate or conditions after the opening of the tender will be entertained.
- 6.3 This contract is neither a fixed lump sum contract nor a piece work contract but is a contract to carry out the work in respect of provision of the entire passenger lifts to be paid for according to actual measured quantities at the rates/quantities provided in the schedule of rates (Price Bid).
- 6.4 The rates quoted shall be deemed to be for the finished work and shall be firm and binding without any escalation whatsoever till the system is handed over to NABARD.
- 6.5 With Respect to lifts completed in phase 1 of execution of work, the CAMC schedule will be later brought to same timeline as that of lifts completed in phase 2 of execution of work. To do this, the price quoted for the first year of CAMC will also be applicable for the time difference between two phases. The extra charge will be calculated on pro-rata basis. From second year onwards, the CAMC charges will be calculated as per the formula provided in the tender

## **7 Taxes**

- 7.1** The prices quoted for supply of equipment shall be deemed to be inclusive of Goods & Services Tax ( GST ) or any other taxes/duties imposed by /State Government/ Local Bodies/ Central Government, charges for labour, transport, insurance charges for transit, shipment, packing, freight from the factory to the destination site, handling, clearing, installation, and commissioning charges, insurance charges for storage, erection, testing and commissioning, CAR policy (1.25 times the Contract Value), workmen compensation and third party liability as per this tender etc. commencing 10 days from issue of Work Order till the work is finally handed over to NABARD. EAR policy is also acceptable provided its coverage includes (clearly mentions) dismantling of old lifts, erection of scaffolding and elevator related all civil and electrical works. If the tenderer fails to include such taxes and duties in the tender, no claim thereof will be entertained by NABARD afterwards. As per Indian laws, income tax and / or other applicable statutory taxes/ levies of such kind will be deducted at source and a certificate for the same will be issued to the contractor.
- 7.2** The photocopies of the requisite documents, issued by the respective competent authority, showing proof of having paid the required amount duly authenticated shall be submitted to NABARD. For any adjustment required to be carried out due to changes in the rate of GST during the original currency of the contract period, the contractor shall furnish required documents / working of the revised duty amount and financial impact. No claims shall be entertained for increase in GST by NABARD if the rate increases after the completion of the originally agreed delivery period. However, any statutory variations in the rate of GST on AMC will be taken into account by NABARD on submission of documentary proof. The Vendors are also advised to include the current applicable rate of GST in the quoted AMC rate.
- 7.3** The tendered rates shall be firm and shall not be subject to any variations, on account fluctuations in the market rate or any other source. Hence, no adjustments in the costs of materials and labour etc. shall be allowed on the basis of price variation clause governed by IEEMA (Indian Electrical and Electronic Manufacturers Association).

## **8 Scope of Work**

- 8.1.** NABARD, Kerala Regional Office, Thiruvananthapuram, is presently provided with 2 nos. Passenger Lifts in. NABARD desires to replace the lifts with State of the Art technology lifts. The work is proposed to be implemented in two phase i.e. one lift at a time.
- 8.2.** Qualified OEM's / bidders are requested to survey and submit their bids for all the elevators for which they have products to offer and under current line of manufacture with a written commitment to support the product in terms of availability of spares and services for the next 19 years after DLP.

8.3. The scope of work shall include the following.

- Design and manufacture of passenger lift along with all accessories/ components after replacing the already installed lifts **and approval of design of Lift from Inspectorate or local bodies or any other statutory body before start of work.**
- Delivery of lift equipment to NABARD's site in Thiruvananthapuram including packing, handling, transporting, clearing, loading/unloading at ports in India and unloading at respective sites.
- Dismantling the existing lift along with all allied equipment and accessories as per the requirement.
- Erection, testing & commissioning of lift equipment as per technical specifications, obtaining operating approval from lift inspectorate and handing over the lifts to NABARD.
- **Providing all inclusive service including all spares, etc. during warranty period of new lifts and subsequent comprehensive Annual Maintenance Contract for the committed period of 19 years (min.) from the date of handing over of the new lift installation to the bank as per draft attached (see Annexure-V).**
- All engineering, equipment, labour, and permits required to satisfactorily complete lift replacement required by this Specification.
- Elevator related civil work such as minor repairs to lift shaft internally with patch work and re-plaster wherever required, buffer blocks, sill grouting, front wall modifications on all floors including plastering on both sides to suit automatic doors, machine mounting blocks in machine room, white washing with 2 coats in lift shaft and machine room, Buttons and indicator box grouting on all floors, FMS and alarm box on ground floor, minor chipping work wherever the lift shaft is not in plumb, Core cutting of holes in existing slab to suit new machine. Repairs to existing machine room if any, providing smoke vent with jail and louvers etc
- Granite Work on all floors after installing automatic doors
- Any other ancillary work, related to but not mentioned above, required for completion of the job.
- **For obtaining all necessary statutory permissions / Lift licence or other licence for operation of lifts, necessary documents shall be furnished by NABARD.**

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

8.3 Tenderer shall carefully check the specifications and shall satisfy himself that the equipment offered is suitable as per the enclosed Technical Specifications and shall take full responsibility for the efficient operation of the equipment offered.

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

8.5 Tenderer shall state clearly in his tender the standard tools, spare parts which he will supply free of cost (with warrantee / guarantee, wherever applicable) when installing the lift and handover same to NABARD after completion of the work.

## 9. Drawings and Documents

The successful tenderer shall submit, in duplicate, on receipt of acceptance of the tender, detailed working drawings and specifications showing the complete details of all work required. He will be held responsible for any discrepancies, errors, omissions and commissions in the drawing or particulars submitted by him even if these have been approved by NABARD. The drawings will be scrutinized by NABARD / Consultant and returned to the tenderer within two weeks of receipt, duly approved or with observations.

## 10. Packing and Despatch

The equipment shall be properly and securely packed in boxes suitable for export (wherever applicable) and multiple handling and transportation by sea / air / rail / road under Indian conditions. All equipment/components etc. shall be delivered on Duty Delivery Paid (DDP) basis at NABARD Kerala Regional Office, Punnen Road Statue Thiruvananthapuram -695001.

## 11. Validity of Tender

The Tender along with the prices shall remain valid initially for a period of 90 days (3 months) from the date of opening of Part II of tender, which period may be further extended by mutual agreement in writing by the tenderer and the tenderer shall not cancel or withdraw the tender during this period.

## 12. Language

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

## 13. Earnest Money & Security Deposit

13.1 The Tender must be accompanied by Earnest Money Deposit (EMD) of **Rs.1,04,400/- (Rupees One Lakh Four Thousand and Four Hundred Only) by way of a Bank Guarantee (BG)** or through online remittances in NABARD's Account from any Nationalized Bank / Scheduled Bank as per the format enclosed along with this tender.

13.2 Tender not accompanied by EMD shall be rejected.

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

13.4 On award of contract, the successful tenderer shall furnish an amount equal to 10% (ten percent) of the contract value in the form of a Bank Guarantee (BG) from any nationalised/scheduled Bank in the form prescribed by NABARD as per NABARD's proforma towards Security Deposit (see Annexure-VI for the due fulfilment of the contract. On submission of Bank Guarantee, the EMD already submitted will be released. This Bank Guarantee towards Security Deposit shall be kept valid (renewed as necessary) for the contract completion period upto the date of handing over of the lift installation and a further period of two years thereafter i.e. one year for defect liability period and first year of AMC .

13.5 All compensation or other sums of money payable by the Contractor to NABARD

under the terms of this Contract may be deducted from the security deposit, if the amounts so permits unless the contractor deposits such amounts in cash within ten days of issue of demand notice by NABARD.

#### **14. Lowest Tender Not Necessarily To Be Accepted**

- 14.1 NABARD is not bound to accept any or all tenders or to assign any reason for non-acceptance.
- 14.2 The tenderer whose tender is not accepted shall not be entitled to claim any costs, charges, damages and expenses of and incidental to or incurred by him through or in connection with his submission of tenders, even though NABARD may elect to modify/withdraw the tender.

#### **15. Right to Accept Part Tender**

NABARD reserves the right to accept the tender either in whole or in part at the same prices quoted by the tenderer.

#### **16.0 Signing of Contract Agreement**

- 16.1 The General instructions to the tenderer and special conditions, conditions hereinbefore referred to, Conditions of Contract and Technical Specifications, schedule of works enclosed with the tender documents and the subsequent correspondence exchanged between NABARD and the tenderer shall be the basis of the Purchase Order/final contract to be entered into with the successful tenderer.
- 16.2 The tenderer shall go through the terms and conditions given in the general conditions of contract herewith and his offer shall be strictly in line with the terms specified therein. No deviation from the terms and conditions specified shall be acceptable. Each page of the tender documents should be signed and notaryed for his/their having acquainted himself/themselves in the general conditions of contract, Technical specifications, etc.
- 16.3 The tender submitted on behalf of a firm shall be signed by all the partners of the firm or a partner who has the necessary authority on behalf of the firm to enter into the proposed contract. Otherwise the tender may be rejected.
- 16.4 On receipt of intimation from NABARD of the acceptance of his/their tender, the successful tenderer shall be bound to implement the Contract and within 14 days thereof, the successful tenderer shall sign an agreement in accordance with the 'Articles of Agreement'. Notwithstanding the signing of the agreement, the written acceptance by NABARD of a tender in itself will constitute a binding contract between NABARD and the person so tendering, whether such agreement is or is not subsequently executed. The stamp duty charges will have to be borne by the contractor.
- 16.5 The contractor shall not assign the contract. He shall not sublet any portion of the contract except with the written consent of the NABARD. In case of breach of these conditions, NABARD may serve a notice in writing on the Contractor rescinding the contract whereupon the security deposit shall stand forfeited to NABARD, without prejudice to his other remedies against the Contractor.

## **17.0 Import and Export Licence**

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

## **18.0 Inspection of materials/work at site**

- 18.1 Before dispatching of equipment to the site, the equipment may be inspected by the NABARD's engineers/ officials / consultants at the manufacturer's works and then cleared for shipment. The contractor at his own expense offer to the inspector all reasonable facilities as may be necessary for satisfying himself that the equipment is being or have been manufactured according to the specifications laid down in the tender. However, all cost towards inspector's travelling, lodging, boarding if any would be borne by NABARD.
- 18.2 NABARD's consultant / officials shall have free and full access at any time during execution of the contract to the contractor's works or site in case of the execution of work for the aforesaid purpose, and he may require the contractor to make arrangements for inspection of work or any part thereof or any material at his premises or at any other place specified by NABARD's consultant / officials and if the contractor has been permitted to employ the service of a sub-contractor, reserve to the NABARD's consultant / officials a similar right.

NABARD at its discretion may inspect the lift equipment at the manufacturer's works, before dispatch of the same to the site at NABARD Kerala Regional Punnen Road Statue Thiruvananthapuram - 695001. The inspection will cover the following equipment.

- 1) Machine/motors.
- 2) Controllers with VF installed
- 3) Assembled cabin with panels approved by the NABARD.

- 4) Door operating system
- 5) Signal/indicator devices
- 6) Any other equipment.

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

18.4 **The NABARD's officials shall have the power:**

- a) Before any equipment or part thereof are submitted for inspection to certify that they or any portion thereof are not in accordance with the contract owing to adoption of any unsatisfactory method of manufacture.
- b) To reject any equipment or parts submitted as not being in accordance with the specification;
- c) To reject the whole of the equipment tendered for inspection, if after inspection of such portion thereof as he may in his discretion think fit, he is satisfied that the same is unsatisfactory; and
- d) To mark the rejected equipment or parts with a rejection mark so that it may easily be identified if re-submitted.

18.5 **Consequence of rejection:**

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

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

- 18.6 NABARD's decision as to rejection shall be final: - NABARD's decision as regards the rejection shall be final and binding on the contractor subject to contractor's appeal.

## 19.0 Completion Period

- 19.1 Time allowed for carrying out the work, as mentioned in the Memorandum, shall be strictly observed by the Contractor and it shall be reckoned from the 10<sup>th</sup> day after written order to commence the work is issued. The work throughout the stipulated period of the contract should proceed with all the due diligence and if the contractor fails to complete the work within the specified period, he shall be liable to pay liquidated damages as defined in “Appendix herein before referred to” of the contract. The tenderer shall, before commencing the work, prepare a detailed work programme in the form of Bar Chart/PERT which shall be approved by NABARD. The tenderer shall indicate the time schedule as per the broad items of work listed below.
- 19.2 The contractor shall submit a Bar Chart for completion of the work within the contractual completion period from the 10<sup>th</sup> day of Work Order. Such chart shall include all activities like the date of supply of material at site, item wise completion of work etc., and obtain the approval of the Consultant/NABARD.

Sr. No.	Activity	Tentative Time in weeks	Quoted time in weeks (by the Bidder )	
(a)	Submission of layout drawing for the elevator	2		Weeks after 10 <sup>th</sup> day of the date of work order
(b)	Approval of layout drawings by the Consultant/NABARD.	2	N. A.	Weeks from above
<b>(c)</b>	<b>Delivery of materials at site</b>			
i)	1 <sup>st</sup> Passenger lift	12		Weeks from date of approval of layout
ii)	2 <sup>nd</sup> Passenger lift	22		Weeks from date of approval of layout
<b>(d)</b>	<b>Installation, testing &amp; commissioning and handing over with operating license</b>			
i)	1 <sup>st</sup> Passenger lift	10		Weeks from date of receipt of material of lift
ii)	2 <sup>nd</sup> Passenger lift	10		Weeks from date of receipt of material of lift
	<b>Total Completion Period in Weeks</b>	<b>36</b>		

### Notes

- 1) The number of weeks required for items a, c and d above to be filled in by the tenderer.
- 2) The total completion period should be as specified in the tender.

- 3) At no point of time the lift service to the occupants should get disturbed due to progress of the work on the other lift.
- 4) Before taking up phase 2, there would be a gap of 1 week between each phase to iron out teething problem, if any.

19.3 NABARD will provide open space within the compound of the building. However, the responsibility and safety of the materials stored will be with the contractor. No accommodation will be provided for any worker by NABARD. The partitions/ enclosure for lockable storage to be erected by the vendor at his cost and shall be dismantled upon completion of works and disposed materials should be disposed outside the municipal limits at his risk and cost.

## **20. Insurance**

- 20.1 The contractor shall take all insurances at his cost to cover all kinds of risks from the time the lift equipment leaves the manufacturer's works till handing over the lifts to NABARD, in the joint names of NABARD and the contractor (NABARD's name being first) and it shall cover the following risks.
- 20.2 Contractor's All Risk Policy for 1.25 times of contract amount valid from the 10<sup>th</sup> day of commencement of the contract till actual hand over of the lifts to the NABARD. **The policy should cover dismantling of old lifts, all civil and electrical works mentioned in the tender.**
- 20.3 Workmen compensation policy for all the workmen of the contractor at site.
- 20.4 Third party liability policy for a total of Rs.30 lakhs and with a limit of Rs.5 lakhs per accident.

### **Note:**

These policies shall be remain valid for all the time during the currency of the contract till the completion of the entire work. If these policies are not provided by the contractor, NABARD reserves the right to take the above insurance policies themselves and/ or recover the cost thereof from the bill of the contractor.

## **21.0 Warranty and All Inclusive Maintenance Contract**

- 21.1 The entire equipment shall be guaranteed to be free from defective workmanship or materials and any defects that may appear within 12 months from the date of issue of completion certificate for the work, which in the opinion of the Employer have arisen from bad workmanship or materials, shall upon intimation by NABARD, be made good by the Contractor at his own cost within the time specified. During the said period of 12 months, the contractor (successful tenderer) shall make periodical inspection of the working of the lifts free of charge at least once a month or as per requirement, if required, and attend to the lubrication of the various parts and such other service that may be required to keep the lifts in good operative condition all the time.
- 21.2 The contractor shall be fully responsible for the warranty, in respect of proper design, quality and workmanship and warrant all components, accessories, spare

parts etc. against any manufacturing defects during the warranty period. Warranty shall not become void for use or non-use of lifts or repaired by third party in case of urgency and non-availability of services from the tenderer at any point of time. The contractor should also comply with all applicable central, state or local laws, orders rules and regulations for installation and services provided thereafter.

**The warranty period shall be 12 months from the date of handing over / commissioning of the lift of the contract i.e. date of virtual completion.**

**21.3 Scope of works during AMC**

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

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

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

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

However, an overall uptime of minimum 99 % of the operating time for the lift shall be maintained, failing which a penalty equivalent to four times of the daily rate of service contract amount (arrived at by dividing the annual contracted amount per lift by 365 and rounding it off to next higher rupee) multiplied by the percentage shortfall from the acceptable 99 % availability will be recovered from the payment due to the firm.

The uptime will be computed every quarter for each lift as under as per Annexure-V.

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

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

## **22.0 Terms of Payment**

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

### **I- First Stage Payment**

60% of the quoted rate per lift against submission of the following:

- i) Manufacturer's Inspection and Test Certificates.
- ii) Delivery of material at site and Consultant's Certificate that all components, parts, sub systems, consumables etc. for successful installation, commissioning and testing of the systems including maintenance have been received at site in good condition.
- iii) Policies of insurance covering all the risks during transit, storage.
- iv) Permission from local authorities to install the lifts.

### **II- Second Stage Payment**

20% of the quoted rate pro rata against installation.

### **III- Third Stage Payment**

10 % on commissioning and submitting of licence from the Competent State Licensing / Inspecting Authority.

### **IV- Final Stage Payment**

10% payment shall be released after expiry of 12 months of defect liability period or submission of Performance Bank Guarantee from a nationalised bank for an equivalent amount valid for 15 months.

Tenderer shall replace the existing 02 lift under **buy-back arrangement** as the materials, allied equipment etc. piled up/ collected out of dismantling of existing lift will be treated as scrap and the same will be disposed off by the tenderer at its own cost (all inclusive) whatsoever without any liability and on the rate acceptable to NABARD and the proceeds received / reported therefrom will be adjusted proportionately against payments due to the tenderer as per above terms.

**(Note – Documentary proof of taxes paid is to be submitted for release of payment at First Stage.)**

## **23. Other Issues**

- 23.1 The contractor shall furnish an undertaking as per the enclosed proforma (Annexure-V) that they will maintain the lifts satisfactorily for a minimum period of 19 years from the date of expiry of the defect liability period at the rate quoted by them in this contract towards all inclusive maintenance service contract subject to the terms, conditions, scope indicated under scope of service contract.

- 23.2 The Contractor shall carry out all the work strictly in accordance with drawing, details and instructions of NABARD's consultant / officers. If in the opinion of NABARD's Consultant / Officers, nominal changes have to be made to suit the site condition and with the prior approval in writing of the Employer, they desire the Contractor to carry out the same, the Contractor shall carry out the same without any extra charge.
- 23.3 The tenderer must obtain for himself on his own responsibility and at his own expense, all the information which may be necessary for the purpose of making a tender and for entering into a contract and must examine the drawings, inspect the site of the work, and acquaint himself with all local conditions, means of access to the work, nature of the work and all matters pertaining thereto. NABARD's decision in such cases shall be final and shall not be open to arbitration.
- 23.4 A Schedule of Probable Quantities in respect of each work and Specifications accompany these Special Conditions. The Schedule of Probable Quantities is liable to alteration by omissions, deductions or additions at the discretion of **NABARD**. Each tender should contain not only the rates but also the value of each item of work entered in a separate column and all the items should be totalled in order to show the aggregate value of the entire tender.
- 23.5 The rates quoted in the tender shall include all charges for scaffoldings, watching and lighting by night as well as day including Saturdays/Sundays and holidays, protection of all other erections, matters or things and the Contractor shall take down and remove any or all such centering, scaffolding etc. as occasion shall require or when ordered so to do, and fully reinstate and make good all matters and things disturbed during the execution of work and to the satisfaction of **NABARD**.
- 23.6 Guarding and protecting hoistway and lift machine rooms shall be responsibility of the tenderer from the date of commencement of work at site.
- 23.7 The contractor shall not be entitled to any compensation for any loss suffered by him on account of delays in commencing or executing the work, whatever the cause of delays may be, including delays arising out of modifications to the work entrusted to him or in any sub-contract connected therewith or delays in awarding contracts for other trades of the project or in commencement or completion of such works. NABARD does not accept liability for any sum besides the tender amount, subject to such variations as are provided for herein.
- 23.8 The successful tenderer is bound to carry out all items of work necessary for completion of the job even though such items are not included in the quantities and rates. Schedule of instruction in respect of such additional items and their quantities will be issued in writing by NABARD.
- 23.9 A brief specification and design data accompanies these special conditions. It is not to be accepted as final by any means. The tenderer are expected to explain in detail the various designs in lift mechanism offered, which would give a more enhanced working and finish.
- 23.10 The successful tenderer must co-operate with the other contractors appointed by NABARD so that the work shall proceed smoothly with the least possible delay.

He should make his own arrangement for storage and protection of all materials supplied by him.

- 23.11 The work has to be carried out in an occupied office and, therefore, may have to be carried out during restricted hours beyond office hours / Saturdays / Sundays / NABARD's holidays.
- 23.12 The contractor must bear in mind that all the work shall be carried out strictly in accordance with the specifications made by the Employer and also in compliance of the requirement of the local public authorities and to the requirements of the Lift Inspectorate and any other Acts/Rules/Regulations and no deviation on any account will be permitted.
- 23.13 The successful tenderer shall liaison with Electrical Inspectorate, Govt of Kerala for obtaining license for the lift installation along with all the documents on behalf of NABARD and pay necessary inspection fee levied by the Government and/or any other authorities and assist NABARD in obtaining necessary permission / license as required and also conduct such tests as are called for by the regulation of the authorities without any extra cost to NABARD. Follow up with the authorities has to be carried out by the tenderer. **The inspection / statutory fee will be reimbursed by NABARD.**

#### 24. **Contract Agreement**

The Contract shall come into full force and effect on the date of issue of the Work Order. The costs of stamp duties and similar charges (if any) imposed by law in connection with the Contract Agreement shall be borne by the Contractor.

#### 25. **Integrity Pact (IP)**

Tenderer shall implement 'Integrity Pact' with NABARD in the prescribed format as given in Annexure-III.

#### 26. **Confidentiality**

The Contractor shall treat the details of the Contract as private and confidential, except to the extent necessary to carry out obligations under it or to comply with applicable Laws. The Contractor shall indemnify NABARD for any loss suffered by them as a result of disclosure of any confidential information. 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 agreement of NABARD.

I/We hereby declare that I/we have read and understood the above instructions for the guidance of the tenderers.

Witness -----

Address -----

-----

Date

Signature of tenderer-----

Address -----

-----

Date

### **GENERAL SAFETY**

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

## **FIRE SAFETY**

- i. Cutting / drilling machine and other electrically operated equipment used at site shall be plugged into correctly rated electrical outlets.
- ii. Only ISI marked 3 pin plug and other appliances and equipment shall be used.
- iii. Electrical power cables/wires used shall not have any joints and shall be properly rated.
- iv. All electrical appliances i.e. welding, drilling, cutting machine etc. shall be safely and securely earthed to prevent leakage current while in operation.
- v. Before commencing the welding work, fire section shall be informed and required precautions should be taken.
- vi. Two buckets of water, sand and a fire cloth of suitable size shall be kept in an easily accessible area on the site.
- vii. Fire extinguishers recommended by fire officers shall be kept on the site.
- viii. Used paint drums shall be stored in specified store only after closing them properly.
- ix. Personal protective equipment such as safety shoes, hand gloves, welder's mask, ear plug etc. depending upon the requirement of the work shall be provided by the contractor to the workmen to prevent occupational health hazards.
- x. The safety belt shall be provided by the contractor and used by the workmen while working from height for more than 10' from Ground level.
- xi. None of the passages near lift lobby and staircases shall be used for stacking / dumping any kind of materials/waste.
- xii. Any debris/ waste generated from the work shall be collected on daily basis, removed from site and stored at the designated place in proper manner.
- xiii. Battery operated emergency light/torches shall be provided by the contractor to the workmen while working beyond office hours.

**Place:**  
**Date:**

**SIGNATURE AND SEAL  
OF THE CONTRACTOR**

## Section-IV The Conditions Hereinafter Referred To

### Interpretation Clause

1. In construing these Conditions, the Specifications, Schedule of Quantities and Contract Agreement, the following words shall have the meanings herein assigned to them except where the subject or context otherwise required.
  - (a) "NABARD" Shall mean, National Bank for Agriculture and Rural Development, Kerala Regional Office, Thiruvananthapuram and shall include its assigns and successors.
  - (b) "Contractor" Shall mean \_\_\_\_\_ and  
 (in the case of a partnership) \_\_\_\_\_ trading in the name and style of \_\_\_\_\_ and having a place of business at \_\_\_\_\_ and shall include the partners for the time being of the said firm and the legal representatives of a deceased partner.  
 (in the case of individual) "Contractor" shall mean M/s \_\_\_\_\_ trading in the name and style of \_\_\_\_\_ and shall include his heirs, successors and legal representatives.  
 (in the case of Company) "Contractor" shall mean \_\_\_\_\_ a company incorporated under \_\_\_\_\_ and having its registered office at \_\_\_\_\_ and shall include its successors and assigns.
  - (c) "Site" Shall mean the site of the contract works including any building and erections thereon and any other land (inclusively) as aforesaid allotted by the Employer for the Contractor's use.
  - (d) "This Contract" Shall mean the Articles of Agreement, the Special Conditions, the Conditions, the Appendix, the Schedule of Quantities and Specifications etc. attached hereto and duly signed.
  - (e) "Notice in writing" Or written notice shall mean a notice in written, typed or printed characters sent (unless delivered personally or otherwise proved to have been received) by registered post to the last known private or business address to have been received when in the ordinary course of post it would have been delivered.
  - (f) "Act of Insolvency" Shall mean any Act of Insolvency as defined by the Presidency Towns Insolvency Act or the Provincial Insolvency Act or any Act amending such original.
  - (g) "Net Prices" If in arriving at the contract amount, the Contractor shall have added to or deducted from the total of the items in the Tender any sum, either as a percentage or otherwise, then the net price of any item in the tender shall be the sum arrived at by adding to or deducting from the actual figure appearing in the Tender as the price of that item a similar percentage or proportion of the sum so added or deducted by the Contractor the total amount of any Prime Cost items and provisional sums of money shall be deducted from the total amount of the tender. The expression "net rates" or "net prices" when used with reference

- to the contract or accounts shall be held to mean rates or prices so arrived at.
- (h) "The works" Shall mean the Design, Supply, Installation, Testing, Commissioning and Maintenance of 02 Nos. Passenger Lifts at NABARD's Kerala Regional Office, Punnen Road, Statue, Thiruvananthapuram- 695001 as provided herein.

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

### **Scope of Contract**

The work includes the complete replacement of 02 nos. passenger lifts. Complete replacement means complete removal of all lift equipment, including guide rails, brackets, from the site and installation of new lift equipment, as specified. The contractor shall carry out and complete the said work in every respect in accordance with this contract and with the directions of and to the satisfaction of NABARD. NABARD 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 "NABARD's Instructions" in regard to :

- (a) The variation or modification of the design, quality or quantity of works or the addition or omission or substitution of any work.
- (b) Any discrepancy in the Drawings or between the Schedule of Quantities and/or Drawings and/or Specifications.
- (c) The removal from the site of any materials brought thereon by the Contractor and the substitution of any other material therefor.
- (d) The removal and/or re-execution of any works executed by the Contractor.
- (e) The dismissal from the works of any persons employed thereupon.
- (f) The opening up for inspection of any work covered up.
- (g) The amending and making good of any defects under Clause 21 hereof.

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

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

**3. Scope of contract includes, but is not limited to, the following:**

1. The coordination, scheduling and management of work of component suppliers and subcontractors.
2. Modernise or provide equipment as specified utilising existing, new or modified lift wells and machine rooms.

**4. Contractor's Duties**

Contractor's duties include the following:

- a) Provide and pay for labour, materials and equipment, tools, construction equipment and machinery and other facilities and services necessary for the proper execution and completion of the specified works.
- b) Secure and pay for required permits, statutory workman's compensation insurance, fees and licenses necessary for proper execution and completion of required work.
- c) Give required notices.
- d) Enforce strict discipline and good order among employees. Do not employ persons unskilled in assigned task.

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

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 NABARD shall form a supplementary tender. NABARD shall not be liable for payment of such variations until these statements are sanctioned by it.

**6. 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. Before the issue of the final certificate to the Contractor, he shall forthwith return to NABARD all Drawings and Specifications.

**7. Work Sequence**

The successful Contractor shall include all costs in the tender to complete the works in the time schedule as given by him in the work schedule table. By submitting a tender, the Contractor agrees that they have reviewed the project specifications and drawings, toured the jobsite, and will complete all work in accordance with the overall time frame of 36 weeks as per the approved schedule. The Contractor shall provide a detailed execution schedule, in accordance with the time frame approved as per the work task schedule, prior to award of the project

**8. Contractor's use of Estate**

The site of the work is an occupied building. Contractor's use of Estate shall be subject to following:

- Confine operations at the site to areas permitted by law, ordinances, permits, Specification, and NABARD's specific instructions.
- Do not unreasonably encumber the site with materials or equipment. Staging area shall be located as directed by NABARD.
- Assume full responsibility for protection and safekeeping of tools and products stored on or off Estate.
- Move stored products which interfere with operations of building or the operations of other trades.

**9. 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 NABARD 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.

**10. No Disruption to Normal Office Functions**

This project is a major lift replacement work in an existing building. It is essential that the Contractor gives special attention and priority to all matters concerning safety, protection from dust and loose materials, reduction of noise levels, protection from water and air infiltration into building, and maintenance of neat and orderly conditions in and around work areas inside and outside of building. Packaging, scrap materials and demolition debris shall be promptly removed from the building and site on a daily basis.

11. If the contract includes works, which will be disruptive during normal business operations, or would be dangerous to building occupants, said works shall be performed during hours as NABARD dictates. Examples of such work include, without limitation, saw cutting of concrete, jack hammering, welding, metal cutting, pouring concrete, erecting steel or hoisting equipment over occupied portions of the building or performing tests requiring all lifts in a group. The Contractor shall perform such work during NABARD dictated hours and shall include all costs in its tender.
12. The Contractor shall keep noise levels within permissible limits during normal building hours. When it is necessary to produce noise above this level, the Contractor shall advise NABARD of such needs and times will be scheduled as directed. The Contractor shall anticipate any excessive noise reducing procedures and include an allowance for it in the tender.

### **13. Protection of Work and Property**

The Contractor shall install a suitable protective covering on all finished floors in areas where the works are being performed. No material handling equipment shall be permitted on or over finished floors unless said floors have been protected in a manner approved by NABARD. Any damage to building finishes caused by the Contractor shall be refinished at no additional cost to NABARD. The Contractor shall take photographs of any adjacent finishes that may be damaged during the works for a photographic record.

### **14. 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 NABARD, written notice, specifying the variation proposed to be made and the reason for making it and apply for instructions thereon. In case the Contractor shall not receive such instructions within ten days, he shall proceed with the work conforming to the provisions, regulations or bye-laws, in question, and any variation so necessitated shall be dealt with under Clause No. 24 thereof.

The Contractor shall bring to the attention of NABARD, 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 NABARD.

The Contractor shall indemnify NABARD 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.

### **15. Setting out of work**

The Contractor shall set out the works and shall be responsible for the true and perfect setting out of the same and for the correctness of the positions, levels, dimensions, and alignment of all parts thereof. If at any time any error in this respect shall appear during the progress of the works 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 NABARD.

### **16. 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 NABARD's instructions, and the Contractor shall upon the request of NABARD 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 NABARD may require.

#### **17. 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 "Defect 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.

#### **18. Dismissal of Workmen**

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

#### **19. 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.

#### **20. 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.

21. 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 25 hereof, and the same shall be added to or deducted from the Contract Amount, as the case may be, accordingly.

## **22. 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 26 hereof, shall be added to, or deducted from the Contract Amount (as the case may be) provided that no rectification of errors, if any, shall be allowed in the Contractor's Schedule of Rates.

## **23. 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.

## **24. Measurement of Works**

The Consultant 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 Consultant 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 consultant 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.

## **25. Prices for extra 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 NABARD shall, if confirmed by him in writing within seven days, be deemed to have been given in writing

No claim for any extra shall be allowed unless it shall have been executed under provisions of Clause 5 hereof with the concurrence of the Employer as herein mentioned. Any such extra is herein referred to as authorised extra and shall be made in accordance with the following provisions.

- (a) (i) The net rates or prices in the original tender shall determine the valuation of the extra work where such extra work is of similar character and executed under similar conditions as the work priced therein.
- (ii) Rates for all items, wherever possible, should be derived out of the rates given in the Priced Schedule of Quantities.
- (b) The net prices of the original tender shall determine the value of the items omitted, provided if omissions vary the conditions under which any remaining items of works are carried out, the prices for the same shall be valued under sub-clause (c) hereof.
- (c) Where the extra works are not of similar character and/or executed under similar conditions as aforesaid or where the omissions vary the conditions under which any remaining items of works are carried out or if the amount of any omission or additions relative to the amount of the whole of the Contract works or to any part thereof shall be such that in the opinion of NABARD 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, NABARD 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 plus 15% towards establishment charges, contractor's overhead and profits.

The measurement and valuation in respect of the Contract shall be completed within the "period of final measurement" stated in the Appendix, or if not stated, then defined in Clause 24 hereof.

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

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

**27. Removal of improper work**

NABARD/Consultant 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 NABARD are not in accordance with the Specifications or the instructions of NABARD, 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, NABARD 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 NABARD from any moneys due, or that may become due, to the Contractor.

**28. Defects after virtual completion**

Any defect, shrinkage, settlement or other faults which may appear within the “Defect 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 NABARD / Consultant from materials or workmanship not in accordance with the contract, shall upon the directions in writing of NABARD, and within such reasonable time as shall be specified therein, be amended and made good by the Contractor, at his own cost and in case of default, NABARD 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 NABARD or may be deducted by NABARD from any moneys due or that may become due to the Contractor, or NABARD 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 NABARD 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 NABARD 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 NABARD as provided in various clauses hereof, the Contractor shall be liable to make good in the same manner as if such work or material had been done or supplied by the Contractor and been subject to the provisions of this Clause and Clause 2 hereof. The Contractor shall remain liable under the provision of this Clause, notwithstanding the signing of any certificate or the passing of any accounts, by NABARD.

**29. Certificate of virtual completion and Defect Liability Period**

The works shall not be considered as completed until NABARD on recommendation of Consultant has certified in writing that they have been virtually completed. The Defect Liability Period shall commence from the date of such Certificate or obtaining of licence whichever is later.

**30. 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 NABARD 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 NABARD and Contractor shall otherwise agree) who will not enter into Contract providing.

Payment shall be made to the nominated Sub-Contractor within fourteen days provided that all nominated Sub-Contractor's accounts included in the previous Certificates have been duly discharged, in default whereof, NABARD may pay the same and deduct the amount thereof from any sums due to the Contractor. The exercise of this power shall not create probity of contract as between NABARD and Sub-Contractor.

### **31. Other persons employed by Employer**

NABARD 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.

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

The Contractor shall be responsible for all injury to persons, animals or things, and for all structural and decorative damage to property which may arise from the operation or neglect of himself or of any nominated Sub-Contractor or any employee or either, whether such injury or damage arises from carelessness, accident or any other cause whatever, in any way connected with the carrying out of this Contract. This liability under this clause shall be held to include inter alia, any damage to buildings, whether immediately adjacent or otherwise, and any damage to roads, streets, footpaths, bridges or ways as well as all damage caused to the buildings and other structures and works forming the subject matter of this Contract. The contractor shall also be responsible for any damage caused to the buildings and other structures and works forming the subject matter of this Contract by frost, rain, wind or other inclemency of weather. The Contractor shall indemnify and keep indemnified NABARD and hold him harmless in respect of all and any loss and expenses arising from any such injury or damage to persons or property as aforesaid and also against any claim made in respect of injury or damage, whether under any Statute or otherwise and also in respect of any award of compensation or damages consequent upon such claim. **The contractor shall, at his own expense, effect and maintain till issue of the completion certificate under this contract, with an insurance company approved by NABARD, an All Risks Policy for insurance for an amount equal to 125 % of the amount of the contract including earthquake risk in the joint names of NABARD 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 NABARD against all claims which may be made against the Employer by any person/ member of the public or other third party in respect of anything which may arise in respect of the works or in consequence thereof and **shall at his own expense arrange to effect and maintain, until the completion of the Contract, with an Insurance company approved by the employer a policy of Insurance in the joint names of NABARD and the Contractor (the name of the former being placed first in the policy) against such risks and deposit such Policy or Policies with NABARD before commencement of the work.** The minimum limit of coverage under the policy shall be as defined elsewhere under General instructions to the tenderer. The Contractor shall also similarly indemnify the Employer against all claims which may be made upon NABARD whether under the **Workmen Compensation Act** or any other statute in force during the currency of this contract or at Common Law in respect of any employee of the Contractor or any Sub-Contractor and **shall at his own expenses effect and maintain, until the completion of the Contract, with an Insurance company approved by the employer a policy of Insurance in the joint names of NABARD and the Contractor (the name of the former being placed first in the policy) against such risks and deposit such Policy or Policies with NABARD 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 NABARD 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 other rights of NABARD against contractor in respect of such default, NABARD shall be entitled to deduct from any sums payable to the Contractor the amount of any damage, compensation, costs, charges and other expenses paid by the employer and which are payable by the contractor under this clause. The contractor shall upon settlement by the insurer of any claim made against the insurer pursuant to a policy taken under this clause proceed with due diligence to rebuild or repair the works destroyed or damaged. In this event all the money received from the insurer in respect of such damage shall be paid to the contractor and the contractor shall not be entitled to any further payments in respect of the expenditure incurred for rebuilding or repairing of the materials or goods destroyed or damaged.

The contractor, in case of re-building or reinstatement after damage shall be entitled to such extension of time for completion as NABARD may deem fit, but shall, however, not be entitled to reimbursement by NABARD 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 NABARD 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.

### **33. Damages for Non-completion**

For the purpose of reviewing/ monitoring the progress of work, three financial milestones, to be achieved on or before the stipulated time, have been defined below. In case, the contractor does not achieve a particular milestone, if any, mentioned below or rescheduled milestone(s) in terms of time extension clause 28 hereof, the amount shown against that milestone shall be withheld to be adjusted against the liquidated damages levied at the time of completion of contract. Withholding of payments on failure to achieve a milestone shall be automatic and without any notice to the Contractor. No interest whatsoever shall be paid by NABARD on such withheld amount/s.

The application of liquidated damages (withholding of amount) shall not effect a change in the milestone or release the Contractor of his obligation to improve the progress of work.

If the Contractor fails to maintain the required progress of the works and fails to complete the works by the completion time stipulated in the Contractor within any extended time under time extension Clause 34 hereof and NABARD certifies in writing that in his opinion the same ought reasonably to have been completed, the Contractor shall pay NABARD the sum named as “Liquidated Damages” for the period during which the said works shall so remain incomplete and NABARD may deduct such damages from any moneys due to the Contractor. The contractor hereby specifically agrees and authorizes NABARD 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.

### **34. Delay and Extension of Time**

If in the opinion of NABARD, 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 NABARD and not referred to in the Schedule of Quantities, and/or Specification or (e) by reason of NABARD’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 NABARD for which he shall have specifically applied in writing or (h) from other causes which NABARD 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, NABARD 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 NABARD 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 15 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 NABARD (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 NABARD, the provision of liquidated damages as stated under clause 33 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.

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

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

### **36. 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 NABARD that he is able to carry out and fulfil the Contract and to give security therefor, if so required by NABARD.

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 NABARD 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 NABARD 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 NABARD 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 NABARD 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, NABARD may notwithstanding any previous waiver, after giving seven day 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, NABARD 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, NABARD 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. NABARD shall thereafter ascertain and certify in writing under his hand what (if anything) shall be due or payable to, or by NABARD, for the value of the said plant and materials so taken possession of by NABARD and the expense or loss which NABARD 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 NABARD to the Contractor or by the Contractor to NABARD, as the case may be, and the decision of the Employer shall be final and conclusive between the parties.

### **37. Certificates and Payments**

The Contractor shall be paid by NABARD from time to time by instalments under Interim Certificate to be issued by NABARD'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 NABARD) has been executed in accordance with this Contract. NABARD 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 NABARD's engineer. The Contractor shall be entitled to the release of Bank guarantee towards Security Deposit in accordance with the Final certificate to be issued in writing by NABARD at the expiration of the period referred to as "the Defect Liability Period and Completion of First Year of AMC" 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 NABARD 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 28 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 NABARD might have certified in any interim bill and paid by NABARD and which might subsequently be discovered as not payable and in this respect NABARD's decision shall be final and binding.

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

NABARD 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 NABARD.

### **38. Matters to be finally determined by NABARD**

The decision, opinion, direction, Certificate (except for payment), with respect to all or any of the matter under Clauses 2,9,16,21,23,24,25,26,27,37,40 hereof (which matters are herein referred to as the excepted matters) shall be final and conclusive and binding on the parties hereto and shall be without appeal. Any other decision, opinion, direction, Certificate or valuation of NABARD or any refusal of NABARD to give any of the same shall be subject to the right of arbitration and review under Clause 39 hereof in the same way in all respects (including the provision as to opening the reference) as if it were a decision of NABARD.

### **39. Settlement of dispute by Arbitration**

I) The bids and any contract resulting therefrom shall be governed by and construed according to Indian laws.

II) All disputes and differences of any kind whatsoever arising out of or in connection with this offer or in the discharge of any obligation arising under this

offer ( whether during the course of execution of the order or after completion and whether before or after termination abandonment or breach of the agreement ) shall be resolved amicably.

III) In case of failure to resolve the disputes and differences amicably within 30 days of notice by other party, then such unsettled dispute or difference shall be referred to arbitration by sole arbitrator mutually agreed in accordance with the Arbitration and Conciliation Act, 1996. If no agreement is arrived at, within 30 days from the date of notice as to who shall be the sole arbitrator, then the sole arbitrator shall be appointed as hereinafter provided.

IV) In case of dispute not resolved as mentioned above, NABARD shall send to the contractor / bidder a list of 3 names of persons who shall be presently unconnected with NABARD or contractor / bidder. Contractor shall on receipt of the names as foresaid select any one of the persons so named to be appointed as sole arbitrator and communicate to NABARD within 30 days of receipt of the names. NABARD shall there upon without delay appoint the said person as sole arbitrator. If bidder fails to select a person as sole arbitrator within 30 days of receipt of the panel and inform NABARD accordingly, then NABARD shall be entitled to appoint one of the persons of the panel from the panel as sole arbitrator and communicate his name to the bidder. If the person so appointed is unable or unwilling to act or refuses his appointment or vacates his office due to any reason whatsoever, another person shall be appointed by NABARD from the above lists of persons. The provisions of the Indian Arbitration and Conciliation Act, 1996, shall govern the arbitration.

V) The venue of the arbitration shall be Thiruvananthapuram, under the exclusive jurisdiction of courts at Thiruvananthapuram only.

VI) The language of Arbitration shall be English. The award shall be final and binding to both parties.

VII) The fees, if any of the arbitration shall initially be paid in equal proportion by each of the parties. The cost of the reference and of the award including the fees, if any, of the arbitrator, shall be directed to be finally borne and paid by such party as or parties to the dispute in such a manner or proportion as may be directed by the arbitrator as the case may be in the award.

VIII) Work under the tender document / agreement shall be continued by the contractor, during the arbitration proceedings, unless otherwise directed in writing by NABARD, unless the matter is such that the work cannot possibly be continued until the decision of the arbitrator is obtained. Save as those which are otherwise explicitly provided in the agreement, no payment due, or payable by NABARD, to the contractor shall be withheld on account of ongoing arbitration proceeding, if any, unless it is the subject matter or of the subject matters thereof.

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

The NABARD/Consultant 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 NABARD to recover the sum.

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

If, for any reason, NABARD 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, NABARD shall be entitled to recover from the Contractor the amount of compensation so paid, and without prejudice to rights of NABARD under the said Act. NABARD 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 NABARD to the Contractor under this Contract or otherwise. NABARD 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 NABARD full security to the satisfaction of NABARD for all costs for which NABARD might become liable in consequence of contesting such claim.

#### **42. Abandonment of Works**

If at any time after acceptance of the tender, NABARD shall, for any reasons whatsoever, not require the whole or any part of the works to be carried out, NABARD 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.

#### **43. 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 NABARD 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 NABARD and return it to the NABARD, if required by NABARD, at the price to be determined by NABARD having due regard to the condition of the materials, the price to be determined not to exceed the purchase price thereof inclusive of GST 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 NABARD for all moneys, advantages or profits resulting, or which in the usual courses would have resulted to him, by reason of such breach.

#### **44. 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, NABARD shall have the option of terminating the Contract without incurring any liability for such termination.

#### **45. 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.\

#### **46. 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.

#### **47. Progress of Work**

Upon award, the Contractor shall reconfirm, in writing, the starting and completion schedule including equipment delivery dates based upon the information submitted on its tender form.

48. The Contractor shall submit, in writing, monthly reports showing current equipment delivery dates and anticipated completion dates for individual units.

**A BARCHART/WORK SCHEDULE shall be submitted by the Contractor before the start of the work, for NABARD's approval and the same shall be adhered to for completion of work. Any deviation from the schedule without any genuine reason shall attract penalties as specified elsewhere in this tender document.**



NABARD

## Section-V

### Appendix Hereinbefore Referred To

1.	Defect Liability Period	12 months from the date of Virtual Completion Certificate referred to in Clause 28 of the section <b>“Conditions Hereinafter Referred To”</b> .
2.	Date of Commencement	10 <sup>th</sup> day from the date of letter of award of work.
3.	Date of Completion	Date of virtual completion certificate issued by the consultant /Bank.
4.	Liquidated damages at the rate of	0.25 % per week of delay subject to a maximum of 5% of the contract value on incomplete portion of work as per the specified milestones referred to in Clause 33 of the section <b>“Conditions Hereinafter Referred To”</b> .
5.	Value of works for interim certificates	Rs. 10 lakhs for RA bills
6.	Period for honouring certificates	One month for interim bills and 2 months for final bill.

**Employer:**

**Contractor:**

NABARD

**ARTICLES OF AGREEMENT**

ARTICLES OF AGREEMENT made on this ..... day of ..... (month) ..... between the National Bank for Agriculture and Rural Development (NABARD) (hereinafter called “the Employer”) and having its Head Office at Plot No. C-24, G-Block, Bandra Kurla Complex, Bandra (E), Mumbai – 400051 and Kerala Regional Office at Punnen Road, Statue, Thiruvananthapuram - 695001 of the one part and M/s ..... (hereinafter called “the Tenderer” or “the Contractor”) and having its registered office at ..... of the other part.

WHEREAS the Employer is desirous of getting executed the work of “Design, Supply, Installation, Testing, Commissioning and Maintenance of 02 Nos. of Passenger Lifts at NABARD’s Kerala Regional Office, Punnen Road, Statue, Thiruvananthapuram -695001” and has caused the technical and price bids showing and describing the work to be done under the direction of the Employer.

AND WHEREAS the said Technical Bid and the Price Bid have been signed by or on behalf of the parties hereto.

AND WHEREAS the Tenderer has agreed to execute upon and subject to the conditions set forth in the Technical & Price Bids and Conditions of Contract (all of which are collectively hereinafter referred to as “the said Conditions”) the work shown upon the said technical specifications, and included in the Price Bid at the respective rates therein set forth amounting the sum as therein arrived or such other sum as shall become payable there under (hereinafter referred to as “the said contract amount”).

NOW IT IS HEREBY AGREED AS FOLLOWS:

1. In consideration hereinafter mentioned, the Tenderer will upon and subject to the conditions annexed, carry out and complete the works shown in the contract, described by or referred to in the Schedule of Quantities and in the said conditions.
2. The Employer shall pay the Tenderer the said contract amount or such sum as shall become payable at the times and in the manner specified in the said conditions.
3. The said Conditions and Appendix thereto and the documents attached hereto shall be read and construed as forming part of this Agreement and the parties hereto shall be respectively abide by, submit themselves to the said conditions and the correspondence and perform the agreement on their part respectively in the said conditions and the documents contained herein. This Agreement and documents mentioned herein shall form the basis of this contract.
4. This contract is an item rate contract for carrying out the work of “Design, Supply, Installation, Testing, Commissioning and Maintenance of 02 Nos. of Passenger Lifts at NABARD’s Kerala Regional Office, Punnen Road, Statue, Thiruvananthapuram -695001” and to be paid for according to actual measured quantities at the rates contained in the Schedule of Rates and probable quantities or as provided in the said conditions.

5. The Tenderer shall afford every reasonable facility for the works of all the other Contractors, who are engaged by the Employer and shall make good any damage done by them or their people to any of the Employer's property etc. after the completion of such works.

6. The Employer reserves to itself the right of altering the nature of work by adding to or omitting any items of work or having portions of the same carried out by engaging any other contractor / agency at its sole discretion without prejudice to this contract. The contractor shall not have any right to claim loss of profit / loss of opportunity to work from the Employer.

7. The tenderer shall have to submit the "no other claims certificate" along with the final bill and once the final bill is settled by the Employer, the tenderer will not have any right to claim for either any tender related or non-related work.

8. Time shall be considered as the essence of this contract, and the Tenderer hereby agrees to complete the entire work within **Thirty Six (36) weeks** as prescribed in the tender, which shall be reckoned from 10th day of the date of issue of work order subject nevertheless to the provision for extension of time as permissible by the Employer.

9. All disputes arising out of or in any way connected with this agreement shall be deemed to have arisen at Thiruvananthapuram and only the sole Arbitrator as appointed by both the parties upon mutual consent in Thiruvananthapuram shall have the jurisdiction to determine the same.

10. That all parts of this contract have been read and fully understood by the tenderer.

IN WITNESS WHEREOF the Employer has set its hands to these presents through its duly authorized officials and the Tenderer has caused its common seal to be affixed hereunto and the said two duplicates/ has caused these presents and the said two duplicates here of to be executed on its behalf, the day and year first herein above written.

### **Signature Clause**

SIGNED AND DELIVERED by the  
National Bank for Agriculture and  
Rural Development by the hand of  
Shri

(Name & Designation)

In the presence of:

Witness #1

Signature:

Name:

Address:

Witness #2

Signature:

Name:

Address:

SIGNED AND DELIVERED by the Bidder

(Name, Signature & Designation)

Witness #1

Signature:

Name:

Address

Witness #2

Signature:

Name:

Address

The logo of NABARD (National Bank for Agriculture and Rural Development) is a large, light green emblem in the background. It features a stylized lotus flower with five petals, a central seed pod, and a circular border. Below the lotus, the word "NABARD" is written in a large, bold, serif font, also in light green.

NABARD

**Annexure-II  
INDEMNITY BOND**

Know all men by these presents that I, Shri.....of M/s .....do hereby execute Indemnity Bond in favour of National Bank for Agriculture and Rural Development (NABARD), having their Registered Office at C-24, G Block, Bandra-KurIa Complex, Bandra (E) Mumbai-400051 and Kerala Regional Office, Punnen Road, Statue, Thiruvananthapuram -695001 and M/s ..... having their registered office at..... on this ..... day of .....

WHEREAS NABARD has appointed M/s..... as the Contractor for their proposed work relating to “Design, Supply, Installation, Testing, Commissioning and Maintenance of 02 Nos. of Passenger Lifts at NABARD’s Kerala Regional Office, Punnen Road, Statue, Thiruvananthapuram -695001”.

**THIS DEED WITNESSETH AS FOLLOWS:**

I/We, on behalf of M/s ..... hereby do indemnify to keep NABARD and its Employees harmless against and from

1. any third party claims, civil or criminal complaints, liabilities, site mishaps and other accidents or disputes and/or damages occurring or arising out of any mishaps at the site due to faulty work, for our negligence, faulty construction and/or for violating any law, rules and regulations in force, for the time being while executing/executed works by e/us,
2. any damages, loss or expenses due to or resulting from negligence or breach of duty on the part of me/us or any of our sub-contractor/s if any, servants or agents.
3. any claim by an employee of mine/ours or of sub-contractor/s, if any, under the Workmen Compensation Act, 1923 and Employers Liability Act, 1938 or any other law, rules and regulations in force for the time being and any Acts replacing and/or amend the same or any of the same as may be in force at the time and under any law in respect of injuries to persons or property arising out of and in the course of the execution of the contract work and/or arising out of and in the course of employment of any workmen/employee.
4. any act or omission of mine/ours of sub-contractor/s if any, our/their servants or agents which may involve any loss, damage, liability, civil or criminal action.

IN WITNESS WHEREOF M/s ..... has set their hands on this ..... day of .....

SIGNED AND DELIVERED BY THE AFORESAID M/s ..... through their authorized representative (Shri.....).

Signature

**IN THE PRESENCE OF WITNESSES:**

1. Name & Signature:
2. Name & Signature:

### **Annexure-III**

#### **PRE CONTRACT INTEGRITY PACT (IP)**

##### **General**

This pre-contract Agreement (hereinafter called the Integrity Pact) is made on \_\_\_\_\_ day of the month of \_\_\_\_\_ between, on one hand, National Bank for Agriculture and Rural Development (NABARD), represented by Shri \_\_\_\_\_ (hereinafter called the “BUYER”, which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s \_\_\_\_\_ represented by Shri \_\_\_\_\_, Chief Executive Officer (hereinafter called the “BIDDER/Seller” which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the BUYER proposes to procure (Name of the Stores/Equipment/Item) and the BIDDER/Seller is willing to offer/has offered the stores and

WHEREAS the BIDDER is a private company/public company/Government undertaking/partnership/registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is a body corporate established under NABARD Act, 1981 having its Head Office at Plot No.C-24, Block ‘G’, Bandra-Kurla Complex, Bandra (East), Mumbai-400051.

##### **NOW, THEREFORE,**

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:

Enabling the BUYER to obtain the desired said stores/equipment at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement and

Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

##### **1. Commitments of the BUYER**

- 1.1 The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit of any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

12 The BUYER will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.

13 All the officials of the BUYER will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

### **3. Commitments of BIDDERS**

The BIDDER commits itself to take all measures to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during a pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following :-

3.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

3.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Bank for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Bank.

3.3 BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principles or associates.

3.4 BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.

3.5 The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer/integrator/authorized government sponsored export entity of the defence stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

3.6 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

3.7 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

3.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

3.9 The BIDDER shall not use improperly for purposes of competition or personal gain or pass on to others, any information provided by the BUYER as part of the business relationship regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.

3.10 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

3.11 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

3.12 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER either directly or indirectly is a relative of any of the officers of the BUYER, or alternatively if any relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filling of tender.

The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1986.

3.13 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

#### **4. Previous Transgression**

4.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprises in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.

4.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

## **5. Earnest Money (Security Deposit)**

51 While submitting commercial bid, the BIDDER shall deposit an amount \_\_\_\_\_ (to be specified in RFP) as Earnest Money/Security Deposit, with the BUYER through any of the following instruments.

- i. Bank Draft or a Pay Order in favour of \_\_\_\_\_
- ii. A confirmed guarantee by an Indian Nationalised Bank, promising payment of the guaranteed sum to the BUYER on demand within three working days without any demur whatsoever and without any reasons whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof of payment.

52 Any other mode or through any other instrument (to be specified in the RFP).

53 The Earnest Money/Security Deposit shall be valid upto a period of five years or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the BUYER, including warranty period, whichever is later.

54 In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

55 No interest shall be payable by the BUYER to the BIDDER on Earnest Money/Security Deposit for the period of its currency.

## **6. Sanctions for Violations**

61 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required:

- i. To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
- ii. The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed) shall stand forfeited either fully or partially as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.
- iii. To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
- iv. To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2%, higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with another contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
- v. To encash the advance Bank Guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already

- made by the BUYER, along with interest.
- vi. To cancel all or any other contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
  - vii. To debar the BIDDER from participating in future bidding processes of the Government of India for a minimum period of five years, which may be further extended at the discretion of the BUYER.
  - viii. To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
  - ix. In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.
  - x. Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact

6.2 The BUYER will be entitled to take all or any of the actions mentioned at para 6.1(i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

6.3 The decision of the BUYER to the effect that a breach of the provisions of the Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent Monitor(s) appointed for the purposes of this Pact.

## **7. Fall Clause**

7.1 The BIDDER undertakes that it has not supplied/s not supplying similar product/systems or sub systems at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found at any stage that similar product/systems or sub systems was supplied by the BIDDER to any other Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

## **8. Independent Monitors**

8.1 The BUYER has appointed Independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission (Shri Jagdeep Kumar Ghai, PTA & FS(Retd), Flat 1032, A Wing, Vanashree Society, Sector 58 A&B, Palm Beach Road, Nerul, Navi Mumbai, Pin 400 706. Email Id: jkghai@gmail.com Mobile: 9869422244).

8.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

8.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

84 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.

85 As soon as the Monitor notices or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER.

86 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.

87 The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.

88 The Monitor will submit a written report to the designated Authority of BUYER within 8 to 10 weeks from the date of reference or intimation to him by the BUYER / BIDDER and should the occasion arise submit proposals for correcting problematic situations.

## **9. Facilitation of Investigation**

In case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

## **10. Law and Place of Jurisdiction**

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the BUYER.

## **11. Other Legal Actions**

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

## **12. Validity**

12.1 The validity of this Integrity Pact shall be from date of its signing and extend up to 5 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller, including warranty period, whichever is later in case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

12.2 Should one or several provisions of this Pact turn out to be invalid, the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

13. The parties hereby sign this Integrity Pact at \_\_\_\_\_ on \_\_\_\_\_

BUYER

Name of the Officer

Officer Designation

NABARD

Witness

1. \_\_\_\_\_

2. \_\_\_\_\_

BIDDER

Chief

Executive

Witness

1. \_\_\_\_\_

2. \_\_\_\_\_

\*Provisions of these clauses would need to be amended /deleted in line with the policy of the BUYER in regard to involvement of Indian agents of foreign suppliers.

NABARD

## **Section-VII**

### **Introduction**

Design, Supply, Installation, Testing, Commissioning and Maintenance of 02 Nos. of Passenger Lifts at NABARD's Kerala Regional Office, Punnen Road, Statue, Thiruvananthapuram - 695001, desires to replace the lift with State-of-the-Art technology lift.

#### **2. The Scope of works in brief is as under:**

3. The subject building serves B, G + 7 floors. The old lifts currently maintained by Kone are to be replaced. They are operating in Duplex full collective operation having Automatic door operation having carrying capacity of 13 passengers and speed of 1.50 MPS.
4. Qualified bidders are requested to survey and submit their bids for the old elevators for which they have products to offer and under current line of manufacture with a written commitment to support the product in terms of availability of spares and services for the next 19 years.
5. The type of elevators and their respective specifications have been finalised under the following Annexures:

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

The scope of work shall include the following.

- Design and manufacture of passenger Lifts (15 Passenger capacity) and along with all accessories / components as per specifications and quality specified.
- Delivery of lift equipment / materials to site of the project mentioned above at Thiruvananthapuram including packing, handling, transporting, clearing, loading / unloading at ports in India and any other places as required for the safe delivery of materials and unloading at site.
- Dismantling the existing lift along with all allied equipment and accessories in phased manner as per the requirement and shifting to a safe place as per engineer's instructions.
- Erection, testing & commissioning of lift equipment as per technical specifications, obtaining operating approval from lift inspectorate and handing over the lifts to NABARD.
- Liaison with state /statutory authorities and arranging for licenses and NOCs as required for smooth operation of lifts.
- Providing all inclusive service including all spares, etc. during warranty period of new lifts and subsequent comprehensive Annual Maintenance Contract for the period specified and agreed by NABARD from the date of

handing over of the new lift installation to the NABARD.

- All engineering, equipment, labour, and permits required to satisfactorily complete lift replacement required by this Specification.
- Any other work, related to but not mentioned above etc. required for completion of the job

**Related works to be provided by contractor:**

- 1) Scaffolding necessary for erection, and all minor builder's work for cutting away and making good to walls and masonry work required, including repairs to plaster, white wash etc. Further, all chase cutting and openings as required by the Lift Contractor and shown on his drawings, will be carried out by the Lift Contractor. IS marked Machine RS beams and/or MS channels for support of lift machinery and buffers of reputed Make such as Jindal, Tata Steel or SAIL only shall be supplied and erected including civil works, complete in all respect, as per site requirement and instructions given by the consultant/engineer, by the Lift Contractor.
- 2) Smoke vent with framework of cadappa stone having metallic wire mesh and louvers for each elevator of appropriate size and protection will have to be provided by the contractor
- 3) **Full length i.e. from sill to header galvanised fascias sheets of 18 gauge** also should be included on all floors.
- 4) 4 core armoured Copper main power cables of Polycab or equivalent make of 6 sq mm size confirming to BIS1554 and duly approved by the bank shall be laid through individual shafts to meet the current CPWD / BIS requirements. For lighting each shaft, Single phase hoist way lighting armoured copper cable of 2.5 sq mm specification of the same make as 3 phase cable be laid with necessary bulkhead fitting suitable for lamps with light point/ 3 pin plug and respective switches i.e. main switches at both ends. Double copper earthing of 10 gauge should also be provided. Main switches in machine room and meter room along with MCB'S / ELCB, RCCB of 63 Amps / 30 mA of reputed make MDS / Legrand only duly approved by the bank etc. should also be supplied and included in your scope.
- 5) Existing Centre line of the lift shall be retained as NABARD does not intend to modify existing granite architraves.

**Works not to be provided by Contractor:**

A lift well with pit and head room, machine room lighted and ventilated, as existing on as is and where it is basis will be provided by the Employer.

## **Section- VIII**

### **Technical Specifications & Schedule of Work**

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

#### **1.1 Applicable Codes**

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

1. Codes for Lifts IS-14655 Parts 1, 2, 3, 4 and 5 including all relevant parts, codes of practice and national variations as appropriate.
2. IS-14671 (1999) Edition or statutory modification thereof amended up to date.
3. IS-2147 (1962) Edition or statutory modification thereof amended up to date.
4. IS-2332 (1972) Edition or statutory modification thereof amended up to date.

IS-15330 (2003) Edition or statutory modification thereof amended up to date. Earthing shall be carried out conforming to BIS – 3043 amended up to date. Comply to the requirements of all other Codes, Ordinances and Laws applicable within the governing jurisdiction and latest Indian Standards, as applicable. The Electrical wiring shall strictly comply to IS: 732/734 and the entire installation shall be in accordance with the Indian Electricity Act 2003 and Indian Electricity Rules 1956 or latest amendments thereof. The Contractor shall arrange to obtain the sanction of the lift authorities for commissioning of the lift and hand-over for operation

#### **1.2 Storage area**

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

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

The Contractor expressly affirms the Client's rights to let other contracts and employ other Trades in connection with the specified work. The Contractor will afford other Trades reasonable opportunity for introduction and storage of

materials and equipment for execution of their work, The Contractor will also incorporate comparable provisions in all its subcontracts.

The Contractor declares that it will cooperate and coordinate their work with other Trades employed by the Client.

## **2. General Submittals**

Within 4 weeks after award of contract and before beginning equipment fabrication, submit shop drawings and required material samples for review. Allow 14 days for response to initial submittal.

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

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

c) Power Confirmation Information designed for existing conditions.

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

e) Finish Material: Submit samples of actual finished material for review of colour, pattern, and texture. Compliance with other requirements is the exclusive responsibility of the Contractor. Include signal fixtures, lights, graphics, Braille plates, and details of mounting provisions.

f) The submittal review shall not be construed as approval that the submittal is correct or suitable, or that the work represented by the submittal complies with the Specification. Complete compliance with the Specifications, code requirements, dimensions, fit, and interface with other work is the Contractor's responsibility. Acknowledge and/or respond to review comments within 5 calendar days of return. Promptly incorporate required changes due to inaccurate data or incomplete definition so that delivery and installation schedules are not affected. Identify and cloud drawing revisions, including the Contractor elective revisions on each re-submittal. Contractor's revision response time is not justification for delay in equipment delivery or installation.

## **3. Painting**

All exposed metal work furnished in these specifications, except as otherwise specified, shall be properly spray-painted/powder coated two coat through 7 tank process with good quality enamel paint the Lift Contractor's works over an anti-corrosive primer coat and after installations, if defects are found in the paint the same shall be rectified.

## **4. Site inspection**

4.01 Prior to beginning installation of equipment, examine lift well and machine room areas. Verify that no irregularities exist which may affect execution of the works specified.

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

## **5. Product Delivery, Storage and Handling**

- 5.01 Deliver all new material free from any defect in Contractor's original, unopened protective packaging.
- 5.02 Store material in original protective packaging. Prevent soiling, physical damage, or moisture damage.
- 5.03 Protect equipment and exposed finishes from damage and stains during transportation, erection, and construction
- 5.04 Allocate available site storage areas and coordinate their use with Client and other Trades.
- 5.05 Provide suitable temporary weather-tight storage facilities as may be required for materials that will be stored in the open. No material shall be stored on landings.

## **6. Installation Requirements**

- 6.01 Install all equipment in accordance with Consultant's instructions, referenced codes, and specifications and approved submittals.
- 6.02. Install machine room equipment with clearances in accordance with referenced codes and specification.
- 6.03 Install all equipment so it may be easily removed for maintenance and repair.
- 6.04 Install all equipment for ease of maintenance.
- 6.05 Install all equipment to afford maximum accessibility, safety, and continuity of Operation.
- 6.06 Remove oil, grease, scale, and other foreign matter from the following equipment and apply one coat of field-applied machinery enamel.
- a) All exposed equipment and metal work installed as part of this work, which does not have architectural finish.
  - b) Machine room equipment as required lift well equipment including guide rails, guide rail brackets, and pit equipment.
  - c) Neatly touch up damaged factory-painted surfaces with original paint colour.
  - d) Protect machine-finish surfaces against corrosion.
  - e) Adjacent work areas that adjoin with new equipment installed as part of this specification.

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

7.01 Manufacturer's nameplates and other identifying markings shall not be affixed on surfaces exposed to public view. This requirement does not apply to code required labels.

7.02 Each major component of mechanical and electrical equipment shall have identification and rating plates with the manufacturer's name, address, model number rating and any other information required by Governing Codes.

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

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

8.02 Submit samples of all standard finishes available and/or specified custom finishes for review and approval. See Section 2, Submittals

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

## **9. Materials and finishes**

9.01 Steel : Sheet Steel (Furniture Steel for Exposed Work): Stretcher-levelled, cold-rolled, commercial quality carbon steel.

Sheet Steel (for Unexposed Work): Hot-rolled, commercial quality carbon steel, pickled and oiled.

### **9.02 Structural Steel shapes and plates.**

- Stainless Steel: Type 304, with standard tempers and hardness required for fabrication, strength and durability. Apply mechanical finish on fabricated work in the locations shown or specified with texture and reflectivity required to match Architect's sample. Protect with adhesive paper covering.
- Satin: Directional polish finishes. Graining direction as shown or if not shown in longest dimension.
- Textured Linen Pattern as manufactured by rigid metals or approved with bright directional polish (satin finish).

Mirror: Reflective polish finish with no visible graining and bubbles float glass.

9.03 Aluminium: Extrusions plus sheet and plate as per code.

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

- 9.05 Prime Finish: Clean all metal surfaces, receiving baked enamel paint finish of oil, grease, and scale. Apply one coat of rust-resistant primer followed by a filler coat over uneven surfaces. Sand smooth and apply final coat of primer.
- 9.06 Entrance Field Paint: Clean all surfaces of dirt and grease. Sand and finish surfaces as necessary to remove pits and scratches and prepare surface for painting. Apply filler to ensure smooth surface, sand and apply two coats of sprayed on cellulose paint finish in the selected solid colour.
- 9.07 Refinishing of natural metals: Remove existing protective finish. Buff as necessary to remove scratches. Re-grain or finish as specified and protect as indicated for particular metal type.

## **10. Maintenance**

- 10.01 Deploy technically qualified and competent personnel, acceptable to the Client, employed and supervised by the Contractor.

### **10.02 Warranty Maintenance:**

- The lift contractor shall guarantee that the materials and workmanship of the equipment installed by him under tender specifications shall be first class in every respect. He will make good at his own cost any defects which may develop within one year from the date of commissioning of the installation, ordinary wear and tear and improper use accepted. This clause does not preclude any remedy the client may have for latent defects.
- Defective is defined to include operation or control system failures, car performance below required minimum, excessive wear, unusual deterioration or aging of materials or finishes, unsafe conditions, the need for excessive maintenance, abnormal noise or vibration and similar unsatisfactory conditions etc.
- Provide preventive and routine maintenance and 24-hour emergency call-back service for one year commencing on date of final acceptance by client. Systematically examine, adjust, clean, and lubricate all equipment. Repair or replace defective parts using parts produced by the manufacturer of installed equipment. Maintain lift machine room, lift shaft, and pit in clean condition.
- Make modifications and adjustments to meet performance requirements specified herein.

### **10.03 Contract preventive maintenance**

Quote yearly cost for Annual Maintenance Contract (AMC) agreement commencing upon completion of the warranty period specified in Item 10.02 above. Base maintenance cost upon terms and conditions of the Contractors fully comprehensive preventive maintenance agreement, including call outs at no additional cost to the Employer during the building's operating hours.

## 11. Products

### 11.01 Passenger Lifts Data Sheet / details for (8 stops) – 2 Nos.

(NABARD's Kerala Regional Office,

#### Thiruvananthapuram ) Data Sheet

		<b>Existing old lifts</b>	<b>Required new lifts</b>
1	Number of lifts	2 Nos.	2 Nos.
2	Type/ Make	Passenger	Passenger
3	Capacity	13 passengers ( 884 kgs )	15 passengers ( 1020 kgs )
4	Speed	1.500 MPS	1.50 MPS
5	Travel	24 M Approx.( B , G, 1 to 7)	24 M Approx.( B, G, 1 to 7 )
6	Stops & openings	8 stops & 8 openings (all opening on same side).	8 stops & 8 openings (all opening on same side).
7	Drive	Geared Machine with motor.	AC Variable Voltage Variable Frequency controller with PM SM ( Permanent Magnet Synchronous Motor ) gearless drive having closed loop.
8	Control & Operation	Microprocessor based Duplex Down Collective with / without attendant.	Microprocessor based <b>Duplex Full Collective</b> with / without attendant.
9	Lift machine room	Directly above the shaft	Directly above the shaft
10	Power supply	AC 415 V +/- 10%, 50 Hz +/- 3%	AC 415 V +/-10%, 50 Hz +/- 3%
11	Car & landing Door operation	Automatic	Automatic VF Door / DC operating system with closed loop
12	Car door	Centre Opening Sliding having clear opening of 900 x 2000 mm	Centre Opening Sliding in Stainless Steel Mirror finish ( 900 x 2000 mm )
13	Landing Door	Centre Opening Sliding Doors having clear opening of 900 x 2000 mm	Centre Opening in Stainless Steel Mirror Finish with 2

			hours fire rating (900 x 2000 mm ) on all floors.
14	Car	S.S. Cabin	<p>Car of non-cladded SS sheets in combination of Etched and Mirror finish panels with 4 nos. LED White light fixtures with diffuser &amp; approved make heavy duty ceiling mounted cabin 3 nos. blowers with adequate ventilation and lighting ( 100 lux) and stainless steel mirror finish handrail on rear panel only</p> <p>Flooring with approved shade / make of 20 mm thick granite grade - flooring as approved by NABARD ( Indicate provision of amount made in covering letter )</p> <p>Notes: a) Car panels in Etched or Mirror should not be more than 3 on each side</p> <p>b) False ceiling design to be approved by NABARD</p>
15	Car Size	2200 mm wide x 1100 mm deep x 2200 mm height	1500 mm wide x 1600 mm deep x 2400 mm clear height below false ceiling
<b>Operating Indications</b>			
16	On all landing & located at gate	Digital Position Indicators combined with hall buttons on all floors	<p>Colour LCD Indicator on all floors.</p> <p>Luminous Hall Buttons to stop lift in both directions on each operating floor except on terminal landings (one direction button).</p>
17	In Car		1 no. Car operating Panel equipped with the following:

		<p>1. Auto / Manual selector key switch</p> <p>2. 3 nos. Blower switch ( in addition to fan auto control )</p> <p>3. UP &amp; Down buttons for attendant operation</p> <p>4. Luminous floor buttons with braille marking.</p> <p>5. Emergency stop button</p> <p>6. Overload warning device with annunciation (lift should not take a start under overload condition)</p> <p>7. Alarm button to be connected to alarm hooter at ground floor.</p> <p>8. 5.6' LCD car position and direction indicator.</p> <p>9. Emergency LED light with SMF battery backup.</p> <p>10) 3 way Intercom system upto security desk located at lobby.</p> <p>12) Auto light off ( half quantity when no car calls )</p> <p>Notes:</p> <p>a) Separate communication cable only from lift machine room to lift car and desk instrument at security desk at Lobby.</p> <p>b) Faceplates of all operating fixtures should be in Stainless steel mirror finish.</p>
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18	Hoist way available	2500 mm wide x 2100 mm deep	2500 mm wide x 2100 mm deep
19	Pit depth	1600 mm	1600 mm
20	Announcement system	NA	Floor announcement in English language with music of NABARD's choice
21	Overhead	4500 mm	4500 mm
22	Safety Gear:	Governor Actuated	Provide New safety gear
23	Guide Rails:	Machined Steel Tees	Provide New Car And Counterweight Guide Rails including guides shoes
24	Buffers:	Spring	Provide new buffers as per manufacturer's standard
25	ARD	-	Automatic Rescue Device capable of moving the lift to the nearest landing on main power failure (Single Phase or 3 phase) shall be provided in both lifts

### **Standard Features (for both lifts)**

- a) Advance Door Opening
- b) Automatic Car Return
- c) Home Landing
- d) Car Call to Top Landing
- e) Hall Call Cut off Operation
- f) Current Harmonic Filter
- g) Door Time Close Protection
- h) Door Time Open Protection
- i) Failure Auto Diagnose
- j) Intercommunication unit
- k) Infra-red door detector
- l) Reverse Phase Relay
- m) Load Non Stop
- r) Nudging Door
- o) Overload Device (Car)
- p) Re-levelling

- q) Top of car Inspection
- r) Motor Thermic Device
- s) Anti-Nuisance Operation
- t) Automatic Return Device
- u) Attendant Operation
- v) BA interface
- w) Braille Button as specified
- x) Car Arrival Chime
- y) Car Call Cancellation
- z) Emergency Fireman Service

### **Intercommunication**

Used to achieve the communication between car, machine room and security / control room.

Hardware consists of instrument in machine room and security desk / control room, and hands free 3- way speaker facility built in the Car operating panel in car.

ICU consists of Intercommunication Unit (Car to Machine room), Master hardware provided is host interphone at machine room. Intercommunication Unit (Car to Security desk / Control Room), hardware provided is host interphone at security desk / control room.

### **11.04 MACHINE ROOM EQUIPMENT**

Arrange equipment in existing machine room spaces available. No additional space will be provided.

**Machine room flooring to be marked and painted with suitable colour as per code**

### **Performance characteristics**

**Minimum guaranteed performance of the lifts:**

- **Car Speed:**  $\pm 3\%$  of contract speed under any loading condition.
- **Car Brake Capacity:** Should be capable of preventing the lift car from movement with 125% of rated load, with the lift car at rest.
- **Car Stopping Zone:**  $\pm 5$  mm under any loading condition.
- **Car Ride Quality:**

**Horizontal & Vertical vibration should be in conformity with industry/manufacture's standard and to be supported by relevant**

**test certificates and shall be verified with required monitoring/testing instrument at site before handing over.**

**Acceleration and Deceleration: the controller should provide for smooth acceleration and deceleration without any perceivable jerks**

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

Provide new ACVVVF PMSM gearless traction type motor with brake, drive sheave in proper alignment on a common, isolated bedplate. Provide bedplate blocking to elevate secondary or deflector sheave above machine room floor.

Provide hoist machine mounted digital, closed-loop velocity encoder. Arc of contact - 170 to 180 degrees.

Hoist machine installations, which require block outs through machine room floor for other than hoist ropes shall be provided with a 14 gauge galvanized sheet metal enclosure over entire block out on underside of floor slab.

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

Provide alternating current, variable voltage, variable frequency (ACVVVF), I.G.B.T. converter and inverter drives for ACVVVF Gearless machines as per manufacturer's **standard** drives. VF drive KW rating should be more than the motor KW rating. Makes of VF drives shall be approved by NABARD

Design unit to limit current, suppress noise, and prevent transient voltage feedback into building power supply. Provide internal heat sink cooling fans for the power drive portion of the converter panels. Conform to IEE standards for line harmonics and switching noise.

#### **Isolate unit to minimise noise and vibration transmission**

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

#### **Controller:**

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

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

Permanently mark components (relays, fuses, PC boards, etc.) with symbols shown on wiring diagrams.

The controller should have provision to be connected to an elevator management system to monitor the performance of the lifts.

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

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

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

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

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

**Emergency Brake:**

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

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

**Sound Isolation:**

Noise level relating to lift equipment operation in machine room shall not exceed 75 db. All db readings shall be taken one metre off the floor and one metre from equipment.

## 11.05 LIFT WELL EQUIPMENT

**Guide Rails:** Provide new, machined steel T-sections for car ( 82.5 mm x 68.5 mm x 9 mm about 8.7 kg. weight per metre) .and counterweight hollow metal type of ( 50 mm x 50 mm x 20 mm) and weight about 2.85 kg per metre) for the application as per standard manufacturer's specifications, including brackets for attachment to building structure.

**Buffers, Car and Counterweight:** Provide new spring buffer with blocking and support channels.

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

**Counterweight:** Provide new counterweight with steel frame with metal or concrete filler weights and guides shoes.

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

### **Hoist Ropes / Belts and Governor Ropes: Provide New**

Traction type machine to suit manufacturer's requirement. Fasten with staggered length, adjustable, spring isolated wedge type shackles.

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

### **Electrical Wiring and Wiring Connections:**

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

**Flat Travelling Cables (FRLS) :** Flame and moisture-resistant outer cover. To start from machine room upto car top. Each core to minimum 0.75 sq mm Prevent travelling cable from rubbing or chafing against lift well or equipment within lift well.

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

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

- Door Hangers.
- Door Tracks
- Door Interlocks.
- Door Closers.
- 18 gauge galvanised Facia sheets wherever necessary should be full length ( i.e from upper sill to top of header on all floors )

#### **11.06 LIFT WELL ENTRANCES**

##### **Architraves:**

Landing doors: Provide as specified

**Sills:** Provide new sills manufactured of extruded aluminium.

#### **11.07 CAR EQUIPMENT**

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

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

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

**Guide Shoes:** Provide new guides for car and counterweight.

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

**Car Doors:** Provide as specified

**Car Operating Panel: – 1 No. per car**

New car operating panels with mirror finish stainless steel faceplates (for both lifts)

Suitably identify and locate floor buttons (Braille), alarm button, in accordance with statutory requirements. Height of COP should be such that the all buttons should be easily accessible for handicapped users in wheel chairs. Approval to be obtained from NABARD of car operating panel.

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

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

**Communication System:**

Provide a three-way communication instrument in car with automatic dialling, actuated by pressing the alarm bell button.

## **CAR ENCLOSURE**

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

Shell, Canopy: steel formed panels as per manufacturer's standard specifications with baked enamel interior finish as selected.

Front Return Panels (18 gauge) and Integral Entrance Columns, Transom and Interior Wall Finish: stainless steel Mirror finish, as approved by the Employer

Base: Approved shade of minimum 20 mm thick granite slab with design and inlays as approved by NABARD

Ventilation: Minimum of 3 nos. Blowers of adequate CFM, mounted to car canopy on isolated rubber grommets.

Lighting: Recessed type LED fixtures of reputed make without drivers

**Suspended Ceiling: Stainless steel NABARD approval essential**

## LANDING CONTROL STATIONS

**Pushbuttons:** Provide 1 no. on each floor with flush mounted faceplates. Include push buttons combined with colour LCD for each direction of travel, which illuminate to indicate call registration. Provide for any cutting and patching required.

## SIGNALS

**Position Indicator:** Provide above each entrance as per manufacturer's standard specifications, as approved by the Bank. Illuminate up or down arrows and sound tone just before the arrival of that particular lift. Sound level shall be adjustable. Colour LCD indicator containing floor designations and direction arrows shall indicate floor served and direction of car travel. Provide for any cutting and patching of wall necessary and leave adjacent wall surfaces in good condition.

**Car Position Indicator:** Provide 5.6" LCD containing date, time, floor designations / directory and direction arrows to indicate floor served and direction of car travel. When a car leaves or passes a floor, illuminate indication-representing position of car in lift well. The screen should be programmable and should permit sending scrolling routine / alert messages.

**Faceplate Material and Finish: Mirror** Stainless steel all fixtures as per landing door finishes.

### **Building Management System:**

Vendors to provide potential free contacts on control systems for Fire service, emergency power, floor indications etc. Vendors should also include for wiring of the same upto the Control room on the Mezzanine floor. Provision to be made for connecting NABARD D.G. set in case of power failure.

## 11.08 EXECUTION

At the time of execution successful tenderer has to dismantle 1 no. lift at a time. Other lift will be in operation.

After dismantling of the existing lift, firm has to provide required scaffolding in the shaft which may be used by NABARD for carrying out major civil work if any. Any damages to scaffolding during this period will be attended by the NABARD. Major civil repair work like any modification required in the existing foundation will be done by NABARD. Allied civil work like puncturing wall / ceiling, removing & repairing of plaster, white wash to lift shaft will be in scope of tenderer. NABARD will provide open storage space in the premises for storage of materials. Locking and responsibility of the materials will lie with the tenderer.

## 11.09 FIELD QUALITY CONTROL

Execution of work at site will be inspected and checked during course of installation. Full cooperation and access to inspecting engineer / consultant and any other

officer(s) shall be given during inspection and is mandatory. Accomplish corrective measures / work required prior to performing further installation.

### 11.10 ADJUSTMENTS

Install rails plumb and align vertically. Secure joints without gaps and file any irregularities to a smooth surface. Static balance car to equalise pressure of guide shoes on guide rails. Lubricate all equipment in accordance with manufacturer's instructions. Adjust motors, power conversion units, brakes, controllers, levelling switches, limit switches, stopping switches, door operators, interlocks, and safety devices to achieve required performance levels.

The lift/Car shall be protected as follows.

- (a) Against overload
  - (b) By safety gear on car so that in the event of rope breaking or loosening, the car will be brought to rest immediately.
  - (c) By car and landing door locks so that in the event of any door kept opened, the lift will not start.
  - (d) By speed governor operating on the control circuit and applying the brakes in case of over-speeding of car in any direction.
  - (e) By means of over travel limit switches in both downward and upward direction.
  - (f) By means of a phase reversal relay.
  - (g) By means of a single phasing relay.
  - (h) By a device that ensures that the brakes apply as soon as a single phasing occurs or when the drive fails to start for whatever reason.
  - (i) By means of suitable type and capacity buffers in the lift pit.
  - (j) The car and landing door shall not open when the lift car is not within the levelling zone.
  - (k) Any other safety device as per the statutory requirements.
12. Before handing over the lift the following tests shall be conducted on the lift installation. The lift will not be taken over unless all the test results conform to the specifications.
- (a) The lift will be loaded for its full capacity and the following will be tested in both directions of travel.
    - (i) Speed
    - (ii) Levelling at all landings
  - (b) The lift will be kept empty and the following will be tested in both directions of travel.
    - (i) Speed
    - (ii) Levelling at all landings
  - (c) All protection and safety devices shall be tested for its proper functioning.
  - (d) Overload safety– No start and overload annunciation.

- (e) Insulation resistance and earthing continuity and resistance testing.
- (f) Voice annunciation system
- (g) Emergency alarm and two way communication system
- (h) ARD function test and inverter back up for light and fan/blower.
- (i) Controller function test (Test certificates shall be submitted)
- (j) Any other safety device as per the statutory requirements

### **13. Test Certificates**

Test Certificates for Machine, Motor, Buffers, Controller, VF Drive, Hoist Ropes / belts, Governor Rope, governor, travelling cables and Two (2) hours fire rating for landing doors should be furnished for all elevators.



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## Section-IX

### Check List for Performance Test of Lift Installations

#### Site Tests:

Before a new lift is taken from a manufacturer and put into commission before the licence is issued, certain essential tests shall be performed to ensure that the lift is satisfactory and conforms to the various conditions laid down in the specifications.

1. Overload Test: During this test, the car shall be loaded with 10% more than the contract load and the lift shall be run in both the directions with stops at all the floors. The starting and running currents, the speeds and accuracy of levelling shall be recorded.
2. Buffers: The car shall be run on to its buffers at contract speed and with contract load in the car to test whether there is any permanent distortion of the car or the buffer. In case of oil buffers, after conducting the test it shall be ensured that there is no leakage of oil from the buffers.
3. Size of the Car : The floor area of the car shall be measured in order to check that passenger capacity plate is correctly engraved.
4. Earthing: Two earthing points shall be available in the Machine Room from two separate earth stations. This earth shall be extended to metal parts of all the lifts' electrical equipment.
5. Emergency Signal: The bell/buzzer fitted in the car shall be operated and shall be clearly audible outside the lift well/lobby. Wherever there are large number of lifts, this signal shall be arranged to give warning in the Machine Room.
6. Insulation and Earth Test: All the electrical equipment shall be tested for insulation and earth test.
7. Rope Test: The car shall be loaded until the weight on the rope is twice the combined weight of the car and the specified load. This load test shall be carried out for about 30 minutes without any sign of weakness, temporary set or permanent elongation of the suspension rope strands.

#### Technical Particulars

Elevator  
Manufacturer  
Type & Model No.  
Number offered  
Pay load in Kgs./Persons  
Weight of unloaded Car in Kgs.  
Rate speed (mtrs/min)  
Travel and landing as per specification requirement  
Design life as per Indian Electricity Act  
Design, fabrication and testing of elevator conform to the

I.S. Code (Mention the name and serial number of I.S. Code)

Car

Size in mm. (specify height, width and length of the car)

Type and material of construction

Thickness of panels on sides and thickness and grade

Lighting inside the car

- a. Type of lighting (LED etc.)
- b. Number and wattage (total watts /lux)
- c. Type of fitting for above

Isolating cushion between car and car frame

Details of isolating cushion

Car Platform

Overall platform size ( -----mm. x----- mm.)

Type of construction

Thickness of granite flooring (----- mm)

Car Roof

Type & material of construction

Car frame

Materials

Type of construction

No. of Renewable Guide Shoes

Door

Type of Door

Type of Door operation

Control & Operation

Type of control

Type of operation

Car operating Panel supplied as per specification requirement

Type of construction

Car position indicator provided in the car as per specification requirement

Type of construction

Terminal buffers

Type of buffers

Stroke of buffers

Number(s)

Location of buffers

Material of buffers

Load Plate supplied as per specification

Counter Weights

Type and material of construction

Shades

Type of section and weight per metric length  
Material of construction  
Lubrication particulars

Limit Switches  
Number(s)  
Location  
Type  
Operation

Controller  
Manufacturer  
Type & Model No.

Cubicles  
a) Size  
b) Construction

Car safety and Conveyor  
Safety Gears  
a) Type, No. and Location  
b) Stopping distance  
c) Conforms to IS - 4666

Overspeed governor devices  
a) Type and model of operation for Car  
b) Tripping speed  
c) Location  
d) Material of construction  
e) Design conform to applicable standards  
f) Mode of operation

Any other safety devices provided  
a) Location  
b) Mode of operation

Ropes / Belts  
Manufacturer  
Number of ropes / Belts  
Type and size of rope / Belts  
Conforms to I.S.Code (Mention Number)  
Breaking strength of one rope / Belt  
Design factor of safety  
Hoist rope compensation

Sheaves and Pulleys  
Material of construction  
Size (mm)  
Type of bearing

Hoistway doors  
Number(s)  
Whether all required landing entrances materials  
have been provided ?

Elevator machine room size

Elevator traction machine  
Number  
Manufacturer  
type and Model Number  
Motor Particulars  
KW Rating  
Rated Voltage ( ----- Volts)  
Full load current ( ----- Amps.)  
Starting current with full load on lift (Amps)  
Full load torque (Kg-m)  
Starting torque \_\_\_\_\_% of full load torque  
Rated speed (rpm)  
Type of enclosure  
Insulation class  
Temperature rise above 50oC ambient temperature  
Tropical protection

Power Transmission Gearing  
Type  
Speed reduction ratio  
Material of construction

Breaking Device  
Type of operation  
Type of brakes  
Whether all required starters, overload, relays,  
reverse phase relay and other protective devices  
for traction motor have been furnished

Hand lamp with adequate length of cables  
Type, quality and quantity of final paints to  
be provided

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## Section-X

### **Tender for Design, Supply, Installation, Testing, Commissioning and Maintenance of 2 Nos. Passenger Lifts at NABARD's Kerala Regional Office, Punnen Road, Statue, Thiruvananthapuram – 695001.**

#### **UNPRICED BILL OF QUANTITY**

<b>PART II</b>				
<b>Sr.No</b>	<b>Description of item</b>	<b>Qty</b>	<b>Rate</b>	<b>Amount</b>
A	Design, Supply, Installation, Testing Commissioning and Maintenance of 15 passenger Capacity lift serving 8 stops @ 1.50 MPS as per data sheet along with detailed specifications and the scope of work in Part I. Rate shall be inclusive of applicable taxes including customs duty , clearance charges, Entry tax, GST, Insurance Premium etc.	2 Nos.		
B	<b>1. Civil Work:</b> Elevator related civil work such as minor repairs to lift shaft internally with patch work and re-plaster wherever required, buffer blocks, sill grouting, front wall modifications on all floors including plastering on both sides to suit automatic doors, machine mounting blocks in machine room, white washing with 2 coats in lift shaft and machine room, Buttons and indicator box grouting on all floors, FMS and alarm box on ground floor, minor chipping work wherever the lift shaft is not in plumb, Core cutting of holes in existing slab to suit new machine. Repairs to existing machine room if any, providing smoke vent with jail and louvers etc	2 Nos.		
	<b>2. Electrical Work</b> including changing of 3-phase armoured power cables, Iron clad Mains Switches for 3 phase and single phase car light and machine room and shaft lights, MCB, ELCB, RCCB, 1-phase armoured cable, bulkhead fittings with LED on each floor, earthing pit, and double earthing in copper, machine room lighting wiring. Exhaust fans in machine room with grillwork			
C	Rebate for dismantling, buying back and taking away all equipment of existing old lift as indicated in data sheet	2 Nos.		
D	<b>Total (A + B – C ) in figures</b>			
	<b>Total in words (A + B – C )</b>			
E	Comprehensive annual maintenance charges inclusive of all taxes, transport, insurance, handling etc. as applicable after guarantee period as per terms & conditions specifies in Part I on per year for proposed new lifts.	2 Nos.		
F	<b>Total ( F) in figures</b> <b>F= D + ( E x 13.81)</b>			
G	<b>GST on F at 18 %</b>			
H	<b>Grand Total (H) in figures</b> <b>H= F+G</b>			
I	<b>Grand Total (H) in words (Inclusive of GST)</b>			

## Section-XI

### Check List- Commercial Conditions

**Design, Supply, Installation, Testing, Commissioning and Maintenance of 2 Nos. Passenger Lifts at NABARD's Kerala Regional Office, Punnen Road, Statue, Thiruvananthapuram – 695001.**

Sr. No.	Description	Bank's (NABARD) Terms	Acceptance of Bank's terms (Y/N)
1	Validity	90 days from the date of opening of Part – II	
2	EMD	Rs.1,04,400/- (Rupees One Lakh Four Thousand and Four Hundred only)	
3	Terms of payment	As per clause 22 of the tender	
	Terms of payment for AMC	Quarterly payment after satisfactory completion of service.	
4	Technical specifications	As per Section VIII	
5	Warranty Period	12 months from the date of handing over of the last lift of the contract including & quality workmanship.	
6	Terms, Conditions and payment during AMC	Confirm that the terms, conditions and payment for the AMC and conditions for renewal of AMC as per the tender provision are acceptable.	
7	Service after sales	Free of cost during the warranty period including replacement of any material / assembly / equipment / software if found necessary.	
8	Committed period for lift maintenance	At least 19 years after one year defect liability period	
9	Completion period	36 weeks from 10th day of letter of award of work as per detailed completion programme indicated in Section II, clause 19	
10	Liquidated damages	0.25 % per week of delay subject to a maximum of 5% on incomplete portion of the contract value as per the specified milestones referred to in Clause 33 of the Section IV <b>“Conditions Hereinafter Referred To</b>	
11	Penalty for delay in	As per Section II, clause 21.3 B	

	providing service		
12	Service facility	Service Office shall be available at Thiruvananthapuram and approachable on telephone / mobile.	
13	Annual Maintenance Charges	a. Percentage of Basic price of AMC charges on which GST is applicable b. Rate of GST on above_____	

Part II should not contain any terms and conditions but only priced bill of quantity. Terms and conditions, if any, incorporated in Part II, will not be valid or considered.

Place

Date

Signature of Contractor \_\_\_\_\_

Name & Designation \_\_\_\_\_

Seal of the Contractor / firm \_\_\_\_\_

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#### **Annexure-IV**

##### **Proforma for Details of Principal Banker / Other Bankers**

<b>Sl. No.</b>	<b>Particulars</b>	<b>Principal Banker</b>	<b>Banker 1</b>	<b>Banker 2</b>
1	Name of the Bank			
2	Address			
3	Contact Person			
4	Email			
5	Telephone No.& Mobile No.			
6	Fax No.			

**Signature of the Tenderer: -----**

**Date: -----**

## Annexure-V

### **(Proforma of undertaking for maintenance confirmation by the tenderer on Company's Letterhead)**

Date : -----

The Chief General Manager,  
NABARD  
Kerala Regional Office,  
Punnen Road  
Statue,  
Trivandrum 695001.

Dear Sir,

#### **Tender for Design, Supply, Installation, Testing, Commissioning and Maintenance of 2 Nos. Passenger Lifts at NABARD's Kerala Regional Office, Punnen Road, Statue, Thiruvananthapuram – 695001.**

- b. We hereby undertake to maintain the lifts installed by us in your NABARD's Kerala Regional Office at Thiruvananthapuram, satisfactorily, for a period of not less than 19 years after expiry of the defect liability/warranty period at the rate quoted by us towards all inclusive maintenance contract, subject only to the price revision clause specified in the tender.

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

Yours faithfully,

For \_\_\_\_\_

**Authorised Signatory**

## Annexure-VI

### Proforma of Bank Guarantee in lieu of 10 % of Security Deposit

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

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

Date \_\_\_\_\_

The Chief General Manager,  
NABARD  
Kerala Regional Office, Punnen  
Road  
Statue,  
Trivandrum -  
695001.

Dear Sir

**Tender for Design, Supply, Installation, Testing, Commissioning and Maintenance of 2 Nos. Passenger Lifts at NABARD's Kerala Regional Office, Punnen Road, Statue, Thiruvananthapuram – 695001.**

WHEREAS

1. You have awarded a contract dated ----- for **Design, Supply, Installation, Testing, Commissioning and Maintenance of 2 Nos. Passenger Lifts at NABARD's Kerala Regional Office, Punnen Road, Statue, Thiruvananthapuram – 695001.** at ----- to our constituents MIS., a -----

----- having Its Registered Office at ----- hereinafter referred to as " the Contractor which expression shall Include its successors and assigns planners for the time being and from time to time) on the terms and conditions mentioned in the contract.

2. One of the terms of the Agreement is that the Employer shall be entitled to deduct and keep in deposit with them a sum equivalent to 5 % of the Running Bills submitted or to be submitted by the Contractors in connection with the said construction work subject to a maximum of Rs. ----- (Rupees----- only) In the manner provided in the said Agreement. It is further provided that the Employer may, inter-alia, at its discretion agree to hold the said deposit partly in cash by deduction as aforesaid and partly by a Bank Guarantee;

3. The Contractors have requested the Employer and the Employer has agreed to deduct from the Running Bills submitted by the Contractors only upto a sum of Rs. -- ----- (Rupees ----- only) in the form of a Bank Guarantee instead of deducting the said amount from the Running Bills as aforesaid ;

4. The Contractors who are our constituents have since requested us to furnish the said Guarantee to the Employer in respect .of the said sum of Rs. (Rupees -----only)

NOW, THEREFORE, THIS LETTER OF GUARANTEE WITNESSETH THAT -

In consideration of the National Bank for Agriculture and Rural Development having agreed at our request not to deduct from the Running Bills submitted or to be submitted by the Contractors further sums towards the Retention / Earnest Money Deposit in terms of the said Agreement dated in excess of Rs ----- (Rupees ----- only) and also to accept this Guarantee 111 lieu of the remaining sum or sums of Rs. ----- (Rupees -----only) to be deducted from the Running Bills submitted or to be submitted by the Contractors towards the Retention Money / Earnest Money Deposit. We, the bank, hereby unconditionally and irrevocably guarantee unto the National Bank for Agriculture and Rural Development (hereinafter referred to as "the NABARD", which expression shall include its successors and assigns) that in the event of the NABARD coming to the conclusion that the Contractors have not performed their obligations under the said Agreement or have committed a breach thereof in particular failed to rectify the defect in the construction/workmanship brought to their notice in terms of the said Agreement which conclusion shall be final and binding on us, WE shall on demand and without demur pay to the NABARD the sum of Rs.----- (Rupees ----- only) or any lower amount that may be demanded by the NABARD and our this guarantee shall be treated as equal to the Retention Money/Earnest Money Deposit kept with the NABARD for the due performance of the aforesaid obligations of the Contractors under the said Agreement.

2. We, the bank, also agree and confirm that the sum not -- exceeding Rs. (Rupees only) as indicated in the written demand issued by the NABARD shall be final and binding on us and we shall not ask for any further proof or evidence and we shall not question the same either inside or outside in any Court, Tribunal or Arbitration, etc.; and that we will make the payment pursuant to the demand notice issued by NABARD without reference to the Contractors and notwithstanding any dispute or difference that may exist or arise between the NABARD and the Contractors or any other person; and that this guarantee shall be a continuing guarantee and shall not be revoked by us without prior consent in writing of the NABARD ;

3. We hereby further agree that -

a. any neglect or forbearance, act or omission on the part of the NABARD in enforcing any of this conditions of the contract or granting of any time or the showing of any indulgence by the NABARD to the Contractors in respect of the completion of the building or any other matter in connection therewith or any variation in the terms of the said contract made by mutual agreement between the NABARD and the Contractors or any other act or deed on the pan of the NABARD, which, but for this Clause, may have the effect of discharging the guarantor under the Law of Sureties, shall not discharge us in any way and our obligation under this guarantee shall be discharged only by payment in full of the sums guaranteed hereunder ;

b. it shall not be necessary for the NABARD to exhaust its remedies against the Contractors before invoking this guarantee and the guarantee herein contained shall

been forceable notwithstanding that any other security, which the National Bank may have obtained or may obtain from the Contractors, is outstanding and unrealised ;

c. our liability under this guarantee shall not be affected by any infirmity or irregularity on the part of the Contractors in entering into the said contract or by the dissolution or change in the constitution or name of the Contractors ;

d. our liability under this guarantee shall not exceed the sum of Rs. -----  
(Rupees -----only) mentioned above ;

4. This guarantee shall remain in force upto provided that if so desired by the NABARD, this guarantee shall be renewed by us for a further period as may be indicated by the NABARD on the same terms and conditions as contained herein but at the cost of the Contractors, failing which the amount guaranteed hereunder shall become payable to the NABARD on demand.

5. Our liability under this guarantee will terminate on the aforesaid date, unless renewed as provide hereinabove, or on the day when the Contractors comply with the obligations under the said Agreement, in particular that relating to the rectification of defects in the construction or workmanship during the period of defects liability as provided in the with Agreement (as to which a certification In writing by the NABARD alone shall be conclusive proof), whichever date Is earlier. Unless a claim or suit or action Is filed against us within 6 months from the date aforesaid or the extended period of this guarantee, all the rights of the NABARD against us under this guarantee shall stand forfeited and we shall be released and discharged from all our obligation and liabilities hereunder.

Yours faithfully,

N.B: 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.

**SIGNED AND DELIVERED**

(For & on behalf of the above named Bank)

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

Branch Manager

**NABARD**

## **PART - II**

### **PRICE BID**



**National Bank for Agriculture and Rural Development  
Department of Premises, Security and Procurement  
NABARD, Kerala Regional Office,  
Punnen Road,  
Statue,  
Trivandrum -695001  
Telephone: 0471-2701-600  
Email: [dpsp.trivandrum@nabard.org](mailto:dpsp.trivandrum@nabard.org)**

### **Tender For**

**Design, Supply, Installation, Testing, Commissioning and  
Maintenance of 02 Nos. Passenger Lifts  
at NABARD Kerala REGIONAL OFFICE  
Punnen Road,  
Statue,  
Trivandrum**

### **Elevator Consultant**

**M/s OM Consultants  
Building No.1, B/19, 1<sup>st</sup> floor, Ganjawala Apartments  
S.V.P. Road, Borivali (West)  
Mumbai-400092**

**Mobile No. 9892900734**

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

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

**Due date and time for submission of tender: 24 March 2025 up to 15.00 hrs**

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**Tender for Design, Supply, Installation, Testing, Commissioning and Maintenance of 2 Nos. Passenger Lifts at NABARD's Kerala Regional Office, Punnen Road, Statue, Thiruvananthapuram – 695001.**

**ANNEXURE-VII**

**BILL OF QUANTITY**

**PART II**

<b>Sr.No</b>	<b>Description of item</b>	<b>Qty</b>	<b>Rate</b>	<b>Amount</b>
A	Design, Supply, Installation, Testing Commissioning and Maintenance of 15 passenger Capacity lift serving 8 stops @ 1.50 MPS as per data sheet along with detailed specifications and the scope of work in Part I. Rate shall be inclusive of applicable taxes including customs duty, clearance charges, Entry tax, GST, Insurance Premium etc.	2 Nos.		
B	<b>1.Civil Work:</b> Elevator related civil work such as minor repairs to lift shaft internally with patch work and re-plaster wherever required, buffer blocks, sill grouting, front wall modifications on all floors including plastering on both sides to suit automatic doors, machine mounting blocks in machine room, white washing with 2 coats in lift shaft and machine room, Buttons and indicator box grouting on all floors, FMS and alarm box on ground floor, minor chipping work wherever the lift shaft is not in plumb, Core cutting of holes in existing slab to suit new machine. Repairs to existing machine room if any, providing smoke vent with jail and louvers etc	2 Nos.		
	<b>2.Electrical Work</b> including changing of 3-phase armoured power cables, Iron clad Mains Switches for 3 phase and single phase car light and machine room and shaft lights, MCB, ELCB, RCCB, 1-phase armoured cable, bulkhead fittings with LED on each floor, earthing pit, and double earthing in copper, machine room lighting wiring. Exhaust fans in machine room with grillwork			
C	Rebate for dismantling, buying back and taking away all equipment of existing old lift as indicated in data sheet	2 Nos.		
D	<b>Total (A + B – C ) in figures</b>			
	<b>Total in words (A + B – C )</b>			

E	Comprehensive annual maintenance charges inclusive of all taxes, transport, insurance, handling etc. as applicable after guarantee period as per terms & conditions specifies in Part I on per year for proposed new lifts.	2 Nos.		
F	<b>Total ( F) in figures</b> <b>F= D + ( E x 13.81)</b>			
G	<b>GST on F at 18 %</b>			
H	<b>Grand Total (H) in figures</b> <b>H= F+G</b>			
I	<b>Grand Total (H) in words (Inclusive of GST)</b>			

**Signature and Company Seal -----**

**NABARD**