BANKERS INSTITUTE OF RURAL DEVELOPMENT, 
SECTOR-H, LDA COLONY, KANPUR ROAD, 
LUCKNOW-226012.

NOTICE INVITING TENDERS (NIT) FOR 
Design, Supply, Installation, Testing, Commissioning and 
Maintenance of 2 Nos. Passenger Lifts 
At Bankers Institute of Rural Development, 
Lucknow, Uttar Pradesh.

ARCHITECT & CONSULTANTS 
M/S SANDEEP GOVALKAR DESIGN ASSOCIATES 
A3/301-302, SHIVCHHAYA, GILBERT HILL ROAD, 
ANDHERI WEST, MUMBAI – 400 058. INDIA. 
TL: - 8828121133 CELLS: 098211 73563/ 09969699169 
E-MAIL – govalkarsgda@gmail.com / sgdesignassociates@gmail.com

NAME OF THE BIDDER: ________________________
ADDRESS: ________________________

THE DIRECTOR, 
BANKERS INSTITUTE OF RURAL DEVELOPMENT 
SECTOR-H, LDA COLONY, KANPUR ROAD, LUCKNOW-226012.

This Tender consists of 107 pages.
Tender For

At Bankers Institute of Rural Development, Lucknow, Uttar Pradesh.

Important Dates and Time

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PART – I

Technical & Commercial
Ref. No. BIRD.LKO/NIT/18/DPSP-BIRD Lift/2021-22

02\textsuperscript{nd} December 2021

**Open Tender System only from OEM’S**


Bankers Institute of Rural Development (BIRD) invites you to tender for the captioned work. We intend to replace 01 (Old existing lift) and install 01 New passenger lifts with modern, energy efficient and advanced features in phased manner (two phases only) from Original Equipment Manufacturers (OEMs) at Bankers Institute of Rural Development, Sector – H, LDA Colony, Kanpur Road, Lucknow - 226012, at Uttar Pradesh, at an estimated cost of Rs.34 lakhs (including GST).

It must be noted that the experienced capable resourceful agencies who are willing to enter into Integrity Pact(IP) with the BIRD on bidding, will be eligible to participate in the bidding process. You are requested to submit your offer in sealed envelope for the aforesaid work as per detailed technical specifications and other requirements as mentioned more specifically elsewhere in this tender document. The tender document will be available to the bidders for downloading from 02\textsuperscript{nd} December 2021 onwards on the Website: www.birdlucknow.nabard.org

3. The Pre-Bid meeting will be held on 15\textsuperscript{th} December 2021 at 14:30 hours in the Bankers Institute of Rural Development, Sector – H, LDA Colony, Kanpur Road, LUCKNOW - 226012. The clarifications being sought in the pre-bid meeting should be submitted in writing at least 5 working days prior to the date of pre-bid meeting by e-mail on dpsp.bird@nabard.org. All the clarifications of the pre-bidmeeting will be part of tender and will be uploaded on BIRD website (www.birdlucknow.nabard.org).

4. Sealed offers should be submitted separately as follows:

a) In three Envelopes indicating clearly 'Envelope No.1’ – Techno- Commercial Bid and 'Envelope No.2’ – Price Bid. Third envelope containing Integrity Pact duly signed on stamp paper of given value. The envelopes should be addressed to The Director, Bankers Institute of Rural Development, Sector – H, LDA Colony, Kanpur Road, LUCKNOW - 226012, Uttar Pradesh, and super scribed “Tender for Design, Supply, Installation, Testing, Commissioning and Maintenance of 02 Nos. of Passenger Lifts at Bankers Institute of Rural Development, Sector – H, LDA Colony, Kanpur Road, LUCKNOW - 226012, UTTAR PRADESH”.

**Tenderer can put Envelopes 1, 2 & 3 separately in a 4\textsuperscript{th} big size envelope super scribing the Tender title and addressed to as above. The tenders should be submitted not later than 15:00 hrs. on 23\textsuperscript{rd} December 2021.**

**Envelope No.1** shall contain;

a. Volume 1 of tender, every page of which should be filled up wherever required and duly signed and stamped for acceptance to the tender conditions
b. Relevant documents supporting the Pre-Qualification Criteria and Technical Document Sheets.

c. Bar Chart indicating the program for execution of the work.

d. Separate Earnest Money Deposit (EMD) of Rs. 70,000/- (Rupees Seventy Thousand only) by way of a Bank Guarantee (BG)/ or NEFT/RTGS from any Nationalized Bank/ Scheduled Bank as per the format enclosed (Annexure-VI) along with this tender drawn in favour of Bankers Institute of Rural Development, payable at Lucknow or directly credited to BIRD’s Current Account Number-921020044058630 maintained with Axis Bank, MG Marg, Lucknow-226001 (IFSC Code- UTIB0000053). Tender without EMD shall be rejected.

e. Signed and stamped copy of Pre-bid clarifications if any.

Envelope No. 1 will be opened on the same day as that of last date of submission of tender, i.e. on 23rd December 2021 at 15:30 hrs. in the presence of bidders’ representatives, should they choose to be present or in any eventuality on the date and time as decided by BIRD.

Envelope No. 2 shall contain:

f. The Price / Commercial Bid (Volume II) complete in all respects duly sealed and addressed to name of ‘The Director, Bankers Institute of Rural Development, Sector – H, LDA Colony, Kanpur Road, Lucknow - 226012, UTTAR PRADESH’.

g. The price bids should not contain any conditions whatsoever and any conditional bids shall be rejected.

h. The price bid will be opened on some future date and time which will be communicated only to qualified bidders.

Envelope No.3 shall contain:

i. Integrity Pact duly signed on stamp paper of given value. It will be opened on same day and in case of non-submission the tender will not be opened and treated as not submitted

Before filling up the tenders, the bidders may note the following:

i. The bid shall remain valid and open for acceptance for 3 months from the date of opening of price/commercial bid.

j. The replacement of 01 existing lift shall be under buy-back arrangement.

k. Time of Completion: The work shall be completed within the time as specified in the Form of Tender.

l. All documents that comprise the offer should be signed and sealed by the firm, as a token of acceptance to the terms and conditions specified in the tender.
m. 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.

n. BIRD reserves the right to accept or reject any /all tender/s in part or whole of any firm / firms without assigning any reasons whatsoever.

o. BIRD reserves right to change/modify/amend any or all provisions of the tender document. Such revision/amendment or corrigendum/addendum, if any, will be made available on BIRD’s website only.

p. Tenderer should inspect the existing site and other conditions up to their satisfaction before tendering/quatring.

q. Tenderer shall implement Integrity Pact (IP) in the prescribed format (Annexure-III).

The successful bidder shall execute an ‘Articles of Agreement’ of work contract with BIRD in accordance with the standard / prescribed format enclosed within 14 days from the date of acceptance of the offer failing which the bidder’s EMD may stand forfeited.

**Pre-Qualification Criteria**

a) The experienced capable resourceful Original Equipment Manufacturers and meeting the following criteria shall be eligible to apply.

   (i) Mandatory conditions to be fulfilled for pre-qualifications as indicated in Annexure-II.
   (ii) Bidder should have PAN-India presence.
   (iii) Bidder should have own service center in Lucknow.
   (iv) Bidder should have an experience of at least 07 years in elevator industry and should have academically qualified engineers on payrolls. Quality and Cost based selection (QCBs) system shall be adopted for evaluation of bids where in technical evaluation shall include terms and conditions, mandatory pre-qualification criteria and evaluation matrix as indicated in Annexure-I, II and III respectively which are detailed in clause no.15 of the “General Instructions to tenderer and special conditions of section II of this tender.
   (v) Bidder should have their own manufacturing facility in India.
   (vi) Bidder should have posted profits in Last 3 Financial years and have turn over at least equal to estimated cost of project in last 03 financial years (2020-21, 2019-20 & 2018-19)
   (vii) The bidders need to have more than 50% local content as per the make in India policy of Govt of India.
   (viii) Bidder should have executed more than three works of estimated value as on 31.03.2021 in last 07 years.

Thanking you
Yours faithfully

Sd/-
(Amit Kumar Lal)
Deputy General Manager (Admn.)
निविदा सूचना

संदर्भ सं बर्ड.लख/18/डीपीएसपी—लिफ्ट/2021—22
02 दिसंबर 2021

केवल मूल उपकरण निर्माताओं से ओपन ट्रेडर सिस्टम महदय,

बैक्सा ग्रामीण विकास संस्थान, लखनऊ, उत्तर प्रदेश में 2 यात्री लिफ्टों की डिजाइन, आपूर्ति, स्थापना, परीक्षण, कमीशन और रखरखाव।

बैक्सा ग्रामीण विकास संस्थान (बर्ड) आपको उपरोक्त कार्य के लिए निविदा के लिए आमंत्रित करता है।

हम बैक्सा ग्रामीण विकास संस्थान, सेक्टर – एच, एलडीए कॉलोनी, कानपुर रोड, लखनऊ – 226012, उत्तर प्रदेश में रूपसे 34 लाख रूपये (जी.एस.टी साहित्य) की अनुमानित लागत पर मूल उपकरण निर्माताओं (ऑय.एम) से चरणबद्ध तरीके से (केवल दो चरणों में) आगामिक, ऊर्जा कुशल और उन्नत सुविधाओं के साथ 01 (पुरानी मौजूदा लिफ्ट) को बदलने और 01 नयी यात्री लिफ्ट स्थापित करने का इरादा रखते हैं।

यह ध्यान दिया जाना चाहिए कि अनुमानी सक्षम संस्थान एजेंसियां जो बोली लगाने पर बर्ड के साथ स्वतन्त्र संधि (आई.पी.) में प्रेयश करने के इच्छक हैं, वे बोली प्रक्रिया में भाग लेने के लिए पात्र नहीं हैं।

आपसे अनुरोध है कि इस निविदा दस्तावेज में अन्य विशेष रूप से उल्लिखित विस्तृत तकनीकी विशिष्टताओं और अन्य आवश्यकताओं के अनुसार उपरोक्त कार्य के लिए अपना प्रस्ताव सीलबद्ध लिफाफ़े में प्रस्तुत करें। निविदा दस्तावेज बोलीदाताओं को 10:00 बजे से वेबसाइट पर दिनांक 02 दिसंबर 2021 www.birdlucknow.nabard.org से डाउनलोड करने के लिए उपलब्ध होगा।

3. बोली पूर्व बैठक 15 दिसंबर 2021 को 14:30 बजे बैक्सा ग्रामीण विकास संस्थान, सेक्टर – एच, एलडीए कॉलोनी, कानपुर रोड, लखनऊ – 226012 में आयोजित की जाएगी। पूर्व –बोली बैठक में भाग जाने वाले स्पष्टीकरण dpsp-bird@nabard-org पर ईमेल द्वारा बोली—पूर्व बैठक की तारीख से कम से कम 5 कार्य दिवस पहले लिखित रूप में प्रस्तुत किये जाने चाहिए। बोली—पूर्व बैठक के सभी स्पष्टीकरण निविदा का हिस्सा होंगे और बर्ड वेबसाइट (www.birdlucknow.nabard.org) पर अपलोड किए जाएंगे।

4. मुहरबंद प्रस्ताव निम्नानुसार प्रस्तुत किए जाएँगे:

क) ‘लिफाफा संख्या 1’ – तकनीकी और वाणिज्यिक बोली और ‘लिफाफा संख्या 2’ – मूल्य बोली तथा तीसरा लिफाफा जिसमें दिए गए मूल्य के स्तर के पैपर पर विभिन्न हस्ताक्षर स्वतन्त्र संधि तीनों लिफाफ़ा को विभिन्त एक सीलबद्ध बर्ड लिफाफ़ा में रखकर निदेशक, बैक्सा ग्रामीण विकास संस्थान, सेक्टर – एच, एलडीए कॉलोनी, कानपुर रोड, लखनऊ – 226012, उत्तर प्रदेश को संबोधित किया जाएँ चाहिए और लिफाफ़ा पर “डिजाइन, आपूर्ति, स्थापना, परीक्षण, कमीशन और रखरखाव के लिए निविदा” लिखा होना चाहिए।

निविदाकार एक बौझ बढ़े आकार के लिफाफ़ा में लिफाफा 1, 2 और 3 को अलग—अलग रख/संलग्न कर सकते हैं, जिस पर निविदा का शीर्षक लिखा हो और ऊपर बताए अनुसार लिखा हो। निविदाएं दिनांक 23 दिसंबर 2021 को 15:00 बजे के बाद प्रस्तुत नहीं की जानी चाहिए।
लिफाफा संख्या 1 में शामिल होना चाहिए

a. निविदा का खंड 1 जिसका प्रत्येक पृष्ठ जहां भी आवश्यक हो, भरा जाना चाहिए और निविदा शर्तें को स्वीकार करने के लिए विधिवत हस्ताक्षरित और मुहर लगी होनी चाहिए।

b. पूर्व-योग्यता मानदंड और तकनीकी दर्शावेज पत्रक का समापन करने वाले व्यापारिक दर्शावेज।

c. कार्य के निष्पादन के लिए कार्यक्रम को दर्शाने वाला बार चार्ट।

d. वयाना धन जमा (ईएमडी) ₹ 70,000/- (रूपये सतर हजार मात्र) बैंक गारंटी (बोजी) एनडएफटी/आरटीजीएस के माध्यम से किसी भी राष्ट्रीयकृत बैंक/अनुमतित बैंक से संचालन प्राप्त के अनुसार (अनुबंध- VI) इस निविदा द्वारा साथ बैंकों ग्रामीण विकास संस्थान के पक्ष में तैयार की गई लबनाक में देय या एक्सेस बैंक, हिंदी मार्ग, लघुनक्ष-226001 (आईएफएससी कोड- UTIB0000053)के साथ रखे गए बर्ड का चालू खाता संख्या-92102004058630 में सीधे जमा किया गया हो। ईएमडी के बिना निविदा अस्वीकार कर दी जाएगी।

e. बोली-पूर्व स्पष्टीकरणों की हस्ताक्षरित और मुद्रोक्त प्रति, यदि कोई हो।

लिफाफा संख्या 1 उसी दिन निविदा जमा करने की अंतिम तिथि के दिन अर्थात दिनांक 23 दिसंबर 2021 को 15:30 बजे बोलीदाताओं के प्रतिनिधियों की उपस्थिति में खोला जाएगा।

लिफाफा संख्या 2 में शामिल होना चाहिए:

f. सभी प्रकार से पूर्ण मूल्य/वाणिज्यक बोली (खंड II) विधिवत मुहब्बद और ‘निदेशक, बैंकर ग्रामीण विकास संस्थान, सेकेंड- एच, एलडीए कोलोनी, कानपुर रोड, लघुनक्ष- 226012, उत्तर प्रदेश’ के नाम से संबंधित हो।

g. मूल्य बोलियों में कोई शर्त नहीं होनी चाहिए और किसी भी सशर्त बोली को अस्वीकार कर दिया जाएगा।

h. मूल्य बोली भविष्य की किसी तारीख और समय पर खोली जाएगी जिसकी सूचना केवल योग्य बोलीदाताओं को दी जाएगी।

लिफाफा संख्या 3 में शामिल होना चाहिए: दिए गए मूल्य के स्टांप पेपर पर विधिवत हस्ताक्षरित स्थानितिक संमोहातो। इसे उसी दिन खोला जाएगा और जमा न करने की स्थिति में निविदा नहीं खोली जाएगी और जमा नहीं की गई मानी जाएगी।

निविदाएं भरने से पहले, बोलीदाता निम्नलिखित नोट कर लें:

i. बोली मूल्य/वाणिज्यक बोली खोलने की तारीख से 3 महीने के लिए वैध और स्वीकृति के लिए खुली रहेगी।

j. 01 मौजूदा लिपट का प्रतिस्थापन बाय-बैंक व्यवस्था के तहत होगा।

k. कार्य पूर्ण करने का समय : निविदा प्रपत्र में निर्दिष्ट समय के भीतर कार्य पूर्ण किया जायेगा।

l. निविदा में निर्दिष्ट नियमों और शर्तें की स्वीकृति के प्रतीक देने के रूप में, प्रस्ताव में शामिल सभी दर्शावेजों का फर्म द्वारा हस्ताक्षरित और सीख किया जाना चाहिए।
m. कार्यों को पूरा करने में देशी के लिए परिसमाप्त हर्जना स्वीकृत निविदा के अपूर्ण तृप्ति के अधिकतम 5% की सीमा के अधीन, प्रत्येक सत्ताध के विलय या उसके भाग के लिए कार्य के तृप्ति का 0.25% लगाया जाएगा।

n. बड़ी किसी भी/सभी निविदाओं को किसी भी फर्म/फर्म को बिना कोई कारण लाए स्वीकार या अस्वीकार करने का अधिकार सुरक्षित रखता है।

o. बड़ी निविदा दस्तावेज के किसी या सभी प्राक्काओं को बदलने/संशोधित करने/संशोधित करने का अधिकार सुरक्षित रखता है। ऐसा संशोधन/संशोधन या शुद्धिपत्र/परिशिष्ट, यदि कोई हो, केवल बड़ी की वेबसाइट पर उपलब्ध कराया जाएगा।

p. निविदाकर्ता को निविदा/उद्धरण से पहले अपनी संपत्ति के अनुसार मौजूदा साइट और अन्य शर्तों का निरीक्षण करना चाहिए।

q. निविदाकर्ता निरूपत प्रारूप (अनुलग्न—III) में सत्त्वीक्षण शंभ (आईपी) को लाभ करेगा।

सफल बोलीदाता प्रसार में फ्रीक्कृत की तारीख से 14 दिनों के भीतर संलग्न मानक/निरूपत प्रारूप के अनुसार बड़ी के साथ कार्य अनुबंध के एक 'अनुबंध के लेख' निरूपित करेगा, जिसमें विफल होने पर बोलीदाता की ईमानदार जब्त हो सकती है।

पूर्व योजना मानदंड

क) अनुमयी स्थान साधन संपन मूल उपकरण निर्माण और निम्नविशिष्ट मानदंडों को पूरा करने वाले आवेदन करने के लिए पात्र होंगे।

I. अनुबंध—II में दर्शाए गए अनुसार पूर्व—योजना के लिए अनिवार्य शर्तों को पूरा किया जाना है।

II. बोलीदाता की अखिल भारतीय उपस्थिति होनी चाहिए।

III. बोलीदाता का अपना सर्विस सेंटर लखनऊ में होना चाहिए।

IV. बोलीदाता को लिफट उद्योग में कम से कम 07 वर्षों का अनुभव होना चाहिए और पेट्रोल पर अकाउंसिक रूप से गोयं इंजीनियर होना चाहिए। गुणवत्ता और लागत आधारित चयन (क्वॉर्टीटी) प्रणाली का बोलियों के मूल्यांकन के लिए अपनाया जाएगा जहां तकनीकी मूल्यांकन में नियम और शर्तें, अनिवार्य पूर्व—योजना मानदंड और मूल्यांकन मैट्रिक्स शामिल होंगे, जैसा कि अनुबंध—I II और III में दर्शाया गया है, जिनका विवरण “निविदाकर्ता को सामान्य निर्देश और इस निविदा के खंड II की विशेष शर्तें” की संख्या 15 में दिया गया है।

V. बोलीदाता की भारत में अपनी विनिर्माण सुविधा होनी चाहिए।

VI. बोलीदाता ने पिछले 3 वित्तीय वर्षों में लाभ में होना चाहिए और पिछले 03 वित्तीय वर्षों (2020–21, 2019–20 और 2018–19) में परियोजना की अनुमानित लागत के कम से कम बराबर का कारोबार किया हो।

VII. भारत सरकार का मेक इन इंडिया नीति के अनुसार बोलीदाताओं के पास 50% से अधिक स्थानीय सामग्री होनी चाहिए।
VIII. बोलीदाता ने पिछले 07 वर्षों में 31.03.2021 को अनुमानित मूल्य के तीन से अधिक कार्यों को निष्पादित किया हो।

भवदीय

ह/—
(अमित कुमार लाल)
उपमहाप्रबन्धक (प्रशासन)
Section- I
Form of Tender

The Director,
Bankers Institute of Rural Development,
Sector – H, LDA Colony, Kanpur Road,
LUCKNOW - 226012 (Uttar Pradesh).

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 hereinafter 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

<table>
<thead>
<tr>
<th></th>
<th>Description of Works</th>
<th>Design, Supply, Installation, Testing Commissioning and Maintenance of 02 Nos. Passenger Lifts in phased manner at Bankers Institute of Rural Development Sector – H, LDA Colony, Kanpur Road, LUCKNOW - 226012</th>
</tr>
</thead>
<tbody>
<tr>
<td>(a)</td>
<td>Earnest Money Deposit (EMD)</td>
<td>Rs.70,000/- (Rupees Seventy Thousand only) by way of a Bank Guarantee or NEFT/RTGS from any Nationalized Bank / Scheduled Bank as per the format enclosed (Annexure-VI) along with this tender drawn in favour of Bankers Institute of Rural Development, payable at Lucknow or directly credited to BIRD’s Current Account Number-921020044058630 maintained with Axis Bank, MG Marg, Lucknow-226001 (IFSC Code-UTIB0000053). EMD shall not bear any interest.</td>
</tr>
<tr>
<td>(b)</td>
<td>Time allowed for completion of work</td>
<td>For replacement 120 days from 10th day of letter of award. For new lift: 135 days from date of handing over of completed lift shaft.</td>
</tr>
</tbody>
</table>
1. We also agree that our tender will remain valid for acceptance by BIRD 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 BIRD 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. The Tender is submitted in three parts in separate sealed envelopes. and Part I contains Integrity Pact. Part II contains all 'Techno-Commercial Terms and Conditions’ along with technical specifications/particulars and Part III contains only the ‘Price Bid’ in the BIRD's proforma

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 ___________________________
Section-II

General Instructions to Tenderer and Special Conditions

1.0 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 BIRD’s discretion.

1.2. Tenderer shall submit full details of the patent, trademark, registered design, intellectual property rights, copyrights, industrial property rights held by them or used by them of any third party with regard to design or any part of the system.

1.3. A pre-bid meeting of the intending tenderer will be held at 14:30 hours on 15th December 2021 to clarify any points / doubts raised by them in respect of the tender. No separate communication will be sent for this meeting. All the intending tenderers are advised to study the tender document carefully and be present in the above meeting. All the points/conditions/specifications requiring clarifications shall be given in writing addressed to 'The Director, Bankers Institute of Rural Development, Sector – H, LDA Colony, Kanpur Road, Lucknow - 226012' by the intending tenderers 5 working days prior to the pre-bid meeting date through e-mail. These issues will be discussed and clarifications if any, will be published on BIRD website. Any such clarifications will form part of the tender. The tenderer is expected to get all the issues clarified during the above meeting and, should strictly desist from deviating from BIRD's tender conditions/specifications in their tender (Part – I and Part –II).

1.4. All information, correspondence letters the project shall be submitted and addressed to ‘The Director, Bankers Institute of Rural Development, Sector – H, LDA Colony, Kanpur Road, LUCKNOW - 226012’.

2.0 Submission of Tender

The Tender shall be prepared separately and submitted in sealed envelopes in three parts, viz. Part I, Part II and Part III clearly indicating on the covers Part I – “Techno- Commercial Bid”, Part II – “Price Bid” and Part- III “Integrity Pact respectively. Tenderers / Bidders must enter into Integrity Pact (IP) with the BIRD on bidding. It will be opened on same day and in case of non-submission, the tender will not be opened and treated as not submitted.

2.1 These covers shall be super scribed “Design, Supply, Installation, Testing, Commissioning and Maintenance of 02 nos. of Passenger Lifts at Bankers Institute of Rural Development, Sector – H, LDA Colony, Kanpur Road, LUCKNOW - 226012 (Uttar Pradesh)” and addressed to ‘The Director, Bankers Institute of Rural Development, Sector – H, LDA Colony, Kanpur Road, LUCKNOW - 226012’. Telegraphic, Faxed and E-mailed tenders will not be accepted. The full name, postal address, e-mail address and telefax / telephone number of the tenderer shall be written on the bottom left corner of the sealed envelope. Insertions, postscripts, additions and alterations shall not be valid unless confirmed by the tenderer’s signature. All copies of the tenders should be completed in all respects with all
Tenderers are advised to use only the prescribed forms / formats (as given in the Tender Document) issued by BIRD which can be downloaded from our website. However, if they desire to submit additional information, they may do so on their own letter head / paper. Each page of the forms shall be signed and returned.

2.2.1 Tenders (Part I and Part II and Part III in separate envelopes / covers and put together in a big size envelope/cover) super-scribed “Tender for Design, Supply, Installation, Testing, Commissioning and Maintenance of 02 nos. of Passenger Lifts at Bankers Institute of Rural Development, DPSP section, Sector – H, LDA Colony, Kanpur Road, LUCKNOW - 226012” on all the three envelopes and addressed to “The Director, Bankers Institute of Rural Development, Sector – H, LDA Colony, Kanpur Road, LUCKNOW - 226012.” and should reach to the address not later than **15:00 hours on 23rd December 2021**.

The tender duly sealed may be deposited in the ‘Tender Box’ kept in the Bankers Institute of Rural Development, 1st floor DPSP section, Sector – H, LDA Colony, Kanpur Road, LUCKNOW - 226012., within the stipulated time and date. No tender will be received after **15:00 hours on 23rd December 2021** under any circumstances whatsoever. Tenders received by Speed post/ Courier before 15:00 hrs. on 23rd December 2021 shall be put in tender box by BIRD officials. No tender received late on any account will be entertained.

3.0 Part I – Technical & Commercial Bid

3.1 Part I - This part shall contain the covering letter, un-priced tender consisting of complete technical specification including drawings and documents and commercial terms and conditions. Earnest Money shall be submitted with the original of Part I.

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

(i) **Earnest Money Deposit (EMD) of Rs. 70,000/- (Rupees seventy thousand only) by way of a Government Guarantee (BG) or NEFT/RTGS from any Nationalised Bank/Scheduled Bank as per the format enclosed along with this tender** drawn in favour of Bankers Institute of Rural Development, payable at Lucknow or directly credited to BIRD’s Current Account Number-921020044058630 maintained with Axis Bank, MG Marg, Lucknow-226001 (IFSC Code- UTIB0000053) **way of a Bank Guarantee** from any NationalizedBank / Scheduled Bank as per the format enclosed along with this tender.

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

(iii) Tenderer shall also indicate whether they have the capacity to manufacture, supply, install, testing and commission all the required systems **within the stipulated completion period as per tender document**.

(iv) List of deviations, if any, in commercial terms and conditions.

(v) List of deviations, if any, in technical specification.
(vi) Any other technical information the tenderer wishes to furnish.

(vii) Tenderer shall indicate their service set up details in Lucknow from where the proposed lifts will be serviced. The details shall include number of technical personnel, phone/mobile numbers and addresses / email for contact/lodging of service requests and also the details of emergency service/after/before office hours available.

4.0 Part II - Price Bid

a) This part shall contain prices in **Indian Rupees (INR) only** as per format (Part II) both in figures and words. No other enclosure is permitted in Part II. 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 rates quoted towards all-inclusive Annual Maintenance Contract (AMC) will also be in Indian Rupees (INR) only.

b) The tenderer must use only the forms issued by the BIRD to fill in the rates. The tender form must be filled, and **all entries must be made by hand and written in ink.** If any of the documents is missing or unsigned, the tender may be considered invalid by BIRD in its discretion. Rates should be quoted both in figures and words in columns specified. All erasures and alterations made whilefilling the tender must be attested by initials of the tenderer. Overwriting of figures is not permitted. Failure to comply with either of these conditions will render the tender void at BIRD's option. No request for any change in rate or conditions after the opening of the tender will be entertained.

c) This contract is neither a fixed lump sum contract nor a piece work contract but is a contract to carry out the work in respect of provision of the entire passenger liftsto be paid for according to actual measured quantities at the rates/quantities provided in the schedule of rates.

d) The rates quoted shall be deemed to be for the finished work and shall be firm and binding without any escalation whatsoever till the system is handed over to BIRD.

5.0 Taxes and Other Charges

5.1 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 etc. commencing 10 days from issue of Work Order till the work is finally handed over to BIRD. If the tenderer fails to include such taxes and duties in the tender, no claim thereof will be entertained by BIRD afterwards. As per Indian laws, income tax 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.

5.2 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 BIRD. 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 BIRD 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 BIRD on submission of documentary proof. The Vendors are also advised to include the current applicable rate of GST in the quoted AMC rate.

5.3 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) or any other institution.

6.0 Opening of Tender

6.1 Part I of the tenders will be opened on 23rd December 2021 at 15:30 hours in presence of tenderer who wish to be present.

6.2 We have divided the work execution in 2 Phases (Batch of 01 each) follows:

**Phase P-1:** Covers 01 nos. passenger elevator (Existing buyback and replacing new from Main building of Bankers Institute of Rural Development, Sector – H, LDA Colony, Kanpur Road, LUCKNOW - 226012.

**Phase P-2:** Covers 01 nos. New passenger elevator in Academic Building of Bankers Institute of Rural Development, Sector – H, LDA Colony, Kanpur Road, LUCKNOW - 226012.

7.0 Scope of Work

7.1 The scope of work shall include the following.
- Design and manufacture of passenger lifts along with all accessories/components
- Delivery of lift equipment to BIRD's site in Lucknow including packing, handling, transporting, clearing, loading/unloading at ports in India and unloading at respective sites.
- Dismantling the existing lift (one from admin block) along with all allied equipment and accessories in phased manner 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 BIRD.
- 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 20 years (min.) from the date of handing over of the new lift installation to the BIRD as per draft attached (see Annexure-V).
- All engineering, equipment, labour, and permits required to satisfactorily complete lift replacement required by this Specification.
- Any other ancillary work, related to but not mentioned above, required for
completion of the job.

- Obtaining all necessary pre & post erection and commissioning related statutory permissions / license for operation of lifts.

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

7.3 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.

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

7.5 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 lifts and handover same to BIRD after completion of the work.

8.0 Drawings and Documents

8.1 The successful tenderer shall submit, in duplicate, on receipt of acceptance of the tender, detailed working drawings and specifications showing the complete details of all work required. He will be held responsible for any discrepancies, errors, omissions and commissions in the drawing or particulars submitted by him even if these have been approved by BIRD. The drawings will be scrutinized by Consultant and returned to the tenderer within two weeks of receipt, duly approved or with observations. The contractor is to submit Operational Manuals and As-Built drawings after completion of work and before submission of final bill.

9.0 Packing and Dispatch

9.1 The equipment shall be properly and securely packed in boxes suitable for export (wherever applicable) and multiple handling and transportation by air / rail/ road under Indian conditions. All equipment/components etc. shall be delivered on Duty Delivery Paid (DDP) basis at Bankers Institute of Rural Development, Sector – H, LDA Colony, Kanpur Road, Lucknow - 226012.

10.0 Validity of Tender

10.1 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.

11.0 Language

11.1 The Tender including all labels in drawings, documents, catalogues etc. shall be in English.
12.0 Earnest Money & Security Deposit

12.1 The Tender must be accompanied by Earnest Money Deposit (EMD) of **Rs. 70,000/- (Rupees seventy thousand only)** by way of a Bank Guarantee (BG) or NEFT/RTGS from any Nationalized Bank / Scheduled Bank as per the format enclosed along with this tender drawn in favour of Bankers Institute of Rural Development, payable at Lucknow or directly credited to BIRD's Current Account Number-921020044058630 maintained with Axis Bank, MG Marg, Lucknow-226001 (IFSC Code- UTIB0000053). EMD shall not bear any interest.

12.2 Tender not accompanied by EMD shall be rejected.

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

- On award of contract, the successful tenderer shall furnish an amount equal to 10% (ten percent) of the contract value in the form of Bank Guarantee from any nationalised/scheduled Bank in the form prescribed by BIRD as per BIRD’s proforma towards Security Deposit (see Annexure-VI) for the due fulfilment of the contract. On submission of 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 up to the date of handing over of the lift installation and a further period of one year thereafter. i.e. one year for defect liability period and first year of AMC. The BG will be renewed thereafter by reducing the amount by 1/20th of initial guarantee amountyear after year for due fulfilment of the terms and obligations of the service contract for the entire life cycle of the lift (20 years).

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

13.0 Lowest Tender Not Necessarily to Be Accepted

13.1 BIRD is not bound to accept any or all tenders or to assign any reason for non-acceptance.

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

14.0 Right to Accept Part Tender

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

15.0 Evaluation of Tender

Quality & Cost based selection (QCBS) system shall be adopted for evaluation of bids wherein technical evaluation shall include terms & conditions, Mandatory prequalification criteria and evaluation Matrix as indicated in Table -I, II & III.
Table-I
Instruction and General Terms & Conditions to bidders

15.1 The tenders submitted shall be evaluated by an ‘Evaluation Committee’ of the Bank consisting of BIRD officials and / or external technical experts.

15.2 Selection Procedure: Evaluation of OEMs
The selection procedure comprises a three-level process, viz: eligibility criteria, technical bids evaluation and Price bids evaluation.

15.3 Eligibility criteria
In the first level of selection procedure, bid scrutiny will be carried out to ascertain compliance with the minimum eligibility criteria listed under Annexure II and those bidders meeting all the prescribed eligibility criteria will only be considered for technical bid evaluation in open tender system.

15.4 Technical Bids Evaluation
15.4.1 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 BIRD, clearly highlighting the core competencies / capabilities of the respective OEMs. The Evaluation Matrix 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. The OEMs failing to make a presentation on the stipulated date are liable for disqualification from the selection process.

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

15.4.3 The BIRD 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 should be arranged by the Original Equipment Manufacturer (OEM).

15.4.4 The BIRD 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.

15.4.5 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.

15.5 Price Bid Evaluation
15.5.1 The Price Bids of only those bidders shortlisted in the technical evaluation (scoring 50 marks or more) shall be opened.
15.5.2 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 the AMC amount, a multiplication factor (F) will be computed as per the following parameters.

<p>| | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>(a)</td>
<td>Discount Factor</td>
<td>8% per annum</td>
</tr>
<tr>
<td>(b)</td>
<td>Annual Escalation in AMC for NPV only</td>
<td>5% per annum</td>
</tr>
<tr>
<td>(c)</td>
<td>Period of AMC</td>
<td>19 years</td>
</tr>
<tr>
<td>(d)</td>
<td>Payment terms of AMC</td>
<td>Quarterly payment after satisfactory completion of service during the said quarter.</td>
</tr>
</tbody>
</table>

TCO = C + (-B) + (F x A), where B = Buyback value of the concerned lift; F = 13.811

15.6 Comprehensive Annual Maintenance Contract (CAMC):

15.6.1 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-month 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 15.5.2 above.

15.6.2 Further renewal amount for the AMC shall be worked out as per the following IEEMA formula on the basis of RBI indices published.

\[ A_c = \frac{A_p}{100} \left( 50 \times \frac{MPC}{MP} + 50 \times \frac{WIC}{WI} \right) \]

\[ A_c = \] The contract amount for the current year
\[ A_p = \] The contract amount for the previous year
\[ MPC = \] Wholesale Price Index for metal products 06 months prior to the commencement date of contract for the current year.
\[ MP = \] 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 (Lucknow) 06 months prior to commencement date of contract for the current year.
\[ WI = \] Consumer Price Index for Industrial Workers (Lucknow) 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 (20 years) after completion of the warranty period.
15.7 **Final Evaluation:**

15.7.1 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.

15.7.2 The bidder obtaining the highest total marks (denoted by score “S” as indicated below) will be eligible for award of the specified work.

15.7.3 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:

15.7.4 **Computation Methodology for arriving at “Least Price / Least Quote” :**

   i. Cut-off score for technical bid will be 50 marks (or the top score in case none of the bidders reaches the cut-off).

   ii. A “Score (S)” will be calculated for all qualified bidders using the following formula

   \[
   S = \left( \frac{C_{\text{low}}}{C} \right) X + \left( \frac{T}{T_{\text{high}}} \right) (1-X)
   \]

   Where C stands for nominal price quoted, \( C_{\text{Low}} \) stands for the price quote of the lowest nominal bid. T stands for technical evaluation score and \( T_{\text{high}} \) stands for the score of the technically highest bidder. X is equal to 0.3.

**Example:**

<table>
<thead>
<tr>
<th>S.No.</th>
<th>Bidder</th>
<th>Technical Evaluation Marks (T)</th>
<th>Nominal Bid Price (C)</th>
<th>( (C_{\text{Low}} / C) \times 0.30 )</th>
<th>( (T / T_{\text{high}}) \times 0.70 )</th>
<th>Score (S)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>ABC</td>
<td>95</td>
<td>71</td>
<td>0.85 * 0.30 = 0.25</td>
<td>1.00 * 0.70 = 0.70</td>
<td>0.95</td>
</tr>
<tr>
<td>2</td>
<td>XYZ</td>
<td>85</td>
<td>65</td>
<td>0.92 * 0.30 = 0.28</td>
<td>0.89 * 0.70 = 0.62</td>
<td>0.90</td>
</tr>
<tr>
<td>3</td>
<td>UVW</td>
<td>80</td>
<td>60</td>
<td>1.00 * 0.30 = 0.30</td>
<td>0.84 * 0.70 = 0.59</td>
<td>0.89</td>
</tr>
</tbody>
</table>
a) 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.

16 If the space in the proforma 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.

17 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.

18 The BIRD 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.

19 No further discussion/ interface will be granted to OEMs whose bids have been disqualified in the selection procedure indicated at Para 4 above.

20 “Similar works” means Design, Supply, Installation, Testing and Commissioning of state-of-the-art passenger Lifts including all related works for a modern office / building / commercial premises. Lifts should have automatic doors, minimum speed of 1.00 m/s and serving minimum G+3 floors

21 “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 Banks’s premises (as specified in the tender document).

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

<table>
<thead>
<tr>
<th>S. No</th>
<th>Mandatory Conditions</th>
<th>Supporting documents to be submitted (self-attested)</th>
<th>If complied (Y/ N)</th>
</tr>
</thead>
<tbody>
<tr>
<td>a.</td>
<td>The OEM should be an Indian company.</td>
<td>Certificate of Registration showing legal identification of the firm.</td>
<td></td>
</tr>
<tr>
<td>b.</td>
<td>The OEM should possess valid ISO 9001 /14002 Certification.</td>
<td>Copy of certificate to be enclosed.</td>
<td></td>
</tr>
<tr>
<td>c.</td>
<td>The OEM should have its own manufacturing and full-fledged service center(s) in India, with adequate stock of inventory/ spares.</td>
<td>A declaration to the effect, along with full list of service centers and manufacturing facilities in India.</td>
<td></td>
</tr>
<tr>
<td>d.</td>
<td>The OEM should have valid license from competent authority to install/ modernize and maintain lifts.</td>
<td>Copy of license to be enclosed.</td>
<td></td>
</tr>
<tr>
<td>e.</td>
<td>Presence of full-fledged service Centre and technical manpower at project site $.</td>
<td>Address proof like electricity bill, landline bill, trade certificate, etc. and list of technical manpower to be enclosed.</td>
<td></td>
</tr>
</tbody>
</table>

*(Including availability of inventory and spares).*
<table>
<thead>
<tr>
<th></th>
<th>Description</th>
<th>Supporting Documents</th>
</tr>
</thead>
<tbody>
<tr>
<td>f.</td>
<td>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 31-03-2021.</td>
<td>Copy of Work Order (not later than 01-04-2014) and Completion Certificate compulsorily indicating all the criteria mentioned on the left, is to be submitted.</td>
</tr>
<tr>
<td>g.</td>
<td>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.</td>
<td>Copy of at-least one completion certificate to be enclosed.</td>
</tr>
<tr>
<td>h.</td>
<td>The OEM should have installed at-least one lift in a building consisting of 12 stops or more (including basement, if any).</td>
<td>Copy of one work order and completion certificate (for the same work) to be enclosed.</td>
</tr>
<tr>
<td>i.</td>
<td>The OEM should have made profits in any three (03) out of last five (05) consecutive FYs ending 31st March 2021.</td>
<td>P/L statement and audited B/S for corresponding FYs to be submitted along with a self-declaration to the effect.</td>
</tr>
</tbody>
</table>

***
### Table -III
**Evaluation Matrix**

<table>
<thead>
<tr>
<th>S.N.</th>
<th>Criteria</th>
<th>Max Marks</th>
<th>Remarks</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Experience (in years completed) in the lift/ elevator industry as on 31 March 2021. <em>(enclose copies of work orders issued prior to/ as on the cut-off date)</em></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>a. 7-9 years</td>
<td>3</td>
<td></td>
</tr>
<tr>
<td></td>
<td>b. 10-12 years</td>
<td>7</td>
<td></td>
</tr>
<tr>
<td></td>
<td>c. 13-15 years</td>
<td>11</td>
<td></td>
</tr>
<tr>
<td></td>
<td>d. 16 years or more</td>
<td>14</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>‘Average’ Annual Turnover during last 03 years as on 31 March 2021, in INR <em>(enclose CA’s certificates &amp; audited Balance Sheets)</em></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>a. 50 – 149 crore</td>
<td>4</td>
<td></td>
</tr>
<tr>
<td></td>
<td>b. 150 – 349 crore</td>
<td>8</td>
<td></td>
</tr>
<tr>
<td></td>
<td>c. 350 to 500 crore</td>
<td>12</td>
<td></td>
</tr>
<tr>
<td></td>
<td>d. 501 crore or more</td>
<td>16</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Satisfactory Completion of ‘Similar works’ in a modern functioning office/ residential/ commercial building, of <strong>Rs. 100 lakh or more in last seven (7) years</strong> <em>(submit self-declaration to the effect)</em></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>a. 1 – 25 works</td>
<td>3</td>
<td></td>
</tr>
<tr>
<td></td>
<td>b. 26 – 75 works</td>
<td>7</td>
<td></td>
</tr>
<tr>
<td></td>
<td>c. 76 – 150 works</td>
<td>11</td>
<td></td>
</tr>
<tr>
<td></td>
<td>d. 151 works or more</td>
<td>14</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Availability of Service Centres in states/ UTs <em>(Submit full list indicating Contact Person, full address, telephone no., etc.)</em></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>a. In &lt; 5 states/ UTs</td>
<td>3</td>
<td></td>
</tr>
<tr>
<td>b. In 5 - 9 states/ UTs</td>
<td>7</td>
<td></td>
<td></td>
</tr>
<tr>
<td>------------------------</td>
<td>---</td>
<td></td>
<td></td>
</tr>
<tr>
<td>b. In 10 - 14 states/ UTs</td>
<td>11</td>
<td></td>
<td></td>
</tr>
<tr>
<td>c. In 15 to 20 states/ UT</td>
<td>14</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>5 Number of elevators under Comprehensive Annual Maintenance Contract (CAMC) as on 31 March 2021. (provide exact number and submit a self-declaration to the effect)</th>
</tr>
</thead>
<tbody>
<tr>
<td>a. &lt; 3,000</td>
</tr>
<tr>
<td>b. 3,001 –15,000</td>
</tr>
<tr>
<td>c. 15,001 – 35,000</td>
</tr>
<tr>
<td>d. 35,001 or more</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>6 No of installed Lifts with Travel speed of 1.00m/s or higher(as per technical specifications in the tender ) (If yes, enclose details thereof)</th>
</tr>
</thead>
<tbody>
<tr>
<td>a. 0 - 50 lifts</td>
</tr>
<tr>
<td>b. 51 - 200 lifts</td>
</tr>
<tr>
<td>c. 201 - 500 lifts</td>
</tr>
<tr>
<td>d. 501 lifts or more</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>7 Number of engineers on roll of the OEM (permanent employees) with qualification of Diploma in Engineering or higher (Submit details as per Form-C).</th>
</tr>
</thead>
<tbody>
<tr>
<td>a. &lt; 50</td>
</tr>
<tr>
<td>b. 51- 150</td>
</tr>
<tr>
<td>c. 151-250</td>
</tr>
<tr>
<td>d. 251 or more</td>
</tr>
</tbody>
</table>

Total: 100 marks.

NB: The OEMs obtaining 50% (fifty percent) or higher marks would only be pre-qualified. 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.

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 BIRD 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 stamped 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 BIRD 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 BIRD of a tender in itself will constitute a binding contract between BIRD 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 BIRD. In case of breach of these conditions, BIRD may serve a notice in writing on the Contractor rescinding the contract whereupon the security deposit shall stand forfeited to BIRD, without prejudice to his other remedies against the Contractor.

17.0 Import and Export License

17.1 Import License, if required, will be obtained by the tenderer. All necessary documents/fees required to be submitted/paid to the relevant authorities, for obtaining the import license shall be the sole responsibility of the tenderer.

17.2 The tenderer shall obtain and maintain the necessary export license for importing machines into India from the competent authorities and shall pay all costs and fees connected therewith. Failure to obtain and maintain export license shall not be considered as Force Majeure. In case the tenderer fails to obtain or maintain the licenses, or if the licenses are withdrawn, the tenderer shall restore them within
two months from the date of such cancellation/withdrawal. If the tenderer fails to restore the export license, BIRD shall have the right to cancel the contract in whole or in part and the tenderer shall forthwith return to BIRD all the amounts paid by BIRD to the tenderer in respect of the supplies and services cancelled, together with all damages suffered by BIRD. In this regard the decision of BIRD 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 BIRD’s engineers/officials/consultants at the manufacturer's works and then cleared for shipment. The contractor at his own expense offer to the inspector 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 BIRD.

18.2 BIRD’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 BIRD’s consultant/officials and if the contractor has been permitted to employ the service of a sub-contractor, reserve to the BIRD's consultant/officials a similar right.

BIRD at its discretion may inspect the lift equipment at the manufacturer's works, before dispatch of the same to the site at Bankers Institute of Rural Development, Sector – H, LDA Colony, Kanpur Road, LUCKNOW - 226012. The inspection will cover the following equipment.

1) Machine/motors.

2) Controllers with VF installed

3) Assembled cabin with panels approved by the BIRD.

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 BIRD'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 BIRD’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 BIRD 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 BIRD 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 BIRD, 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 **BIRD's decision as to rejection shall be final:** - BIRD’s decision as regards the rejection shall be final and binding on the contractor subject to contractor's appeal.

19.0 **Completion Period**

19.1 Time allowed for carrying out the work, as mentioned in the Memorandum, shall be strictly observed by the Contractor and it shall be reckoned from the 10th day after written order to commence the work is issued. The work 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 which shall be approved by BIRD. 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 10th 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/BIRD.

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Activity</th>
<th>Tentative Time in weeks</th>
<th>Quoted time in weeks (by Bidder)</th>
</tr>
</thead>
<tbody>
<tr>
<td>(a)</td>
<td>Submission of layout drawing for all 2 elevators</td>
<td>1</td>
<td>Weeks after 10th day of date of work order</td>
</tr>
<tr>
<td>(b)</td>
<td>Approval of layout drawings by the Consultant</td>
<td>1</td>
<td>N. A.</td>
</tr>
<tr>
<td>(c)</td>
<td>Delivery of materials at site</td>
<td></td>
<td>Weeks from above</td>
</tr>
<tr>
<td>(d)</td>
<td>Installation, testing &amp; commissioning and handing over with operating license</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>i) 2 nos. passenger lift</td>
<td>10</td>
<td>Weeks from date of approval of layout</td>
</tr>
<tr>
<td>(d)</td>
<td>Installation, testing &amp; commissioning and handing over with operating license</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>i) 2 nos. passenger lifts</td>
<td>2</td>
<td>Weeks from date of receipt of material of 1st batch</td>
</tr>
<tr>
<td></td>
<td>ii) Ironing out phase</td>
<td>2</td>
<td>N. A.</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>From date of installation, testing and commissioning of 1st batch</td>
</tr>
<tr>
<td></td>
<td><strong>Total Completion Period in Weeks</strong></td>
<td></td>
<td><strong>16</strong></td>
</tr>
</tbody>
</table>

**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 2 weeks between each phase to iron out teething problem, if any.

19.3 BIRD will provide 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 BIRD. 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.
20.0 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 BIRD, in the joint names of BIRD and the contractor (BIRD's name being first) and it shall cover the following risks.
- Contractor's All Risk Policy for 1.25 times of contract amount valid from the 10th day of commencement of the contract till actual hand over of the lifts to the BIRD.
- Workmen compensation policy for all the workmen of the contractor at site.
- Third party liability policy for a total of Rs.35 lakh and with a limit of Rs.5 lakh per accident.

Note:
These policies shall be remaining 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, BIRD 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 BIRD, be made good by the Contractor at his own cost within the timespecified. 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.

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 last lift of the contract i.e. date of virtual completion.

21.2 All-inclusive Annual Maintenance Contract (AMC)

The tenderer shall quote his rates in Indian Rupees (INR) per lift per annum for all-inclusive Comprehensive Maintenance Contract inclusive of custom duty for spares imported, transport, insurance, handling, GST etc. applicable after expiry of 12 months free warranty period. These rates shall remain firm for the first year of AMC & these charges will also be considered while evaluating tender as prescribed in the section “Evaluation of Tenders”. Further renewal amount for the
AMC shall be worked out as per the following IEEMA formula on the basis of RBI indices published:

\[
\frac{A_c}{A_P} = \frac{50 \times \frac{M_{PC}}{M_{P}} + 50 \times \frac{W_{IC}}{W_{IP}}}{100}
\]

\(A_c\) = The contract amount for the current year.

\(A_P\) = The contract amount for the previous year.

\(M_{PC}\) = Wholesale Price Index for metal products 6 months prior to the commencement date of contract for the current year.

\(M_{P}\) = Wholesale Price Index for metal products 6 months prior to the commencement date of contract for the previous year.

\(W_{IC}\) = Consumer Price Index for industrial workers (Lucknow) 6 months prior to commencement date of contract for the current year.

\(W_{IP}\) = Consumer Price Index for industrial workers (Lucknow) 6 months prior to commencement date of contract for the previous year.

The Bank Guarantee submitted by the successful tenderer towards security deposit shall be valid till end of first year of AMC for due fulfilment of the terms and obligations of the service contract for the entire life cycle of the lift (20 years) after completion of the warranty period. The amount of Bank Guarantee will thereafter be reduced by \(1/20\)th of initial guarantee amount year after year.

However, in the event of the AMC for the 2nd year or later works out to be less than the 1st year rate quoted by you in the tender as per the above referred formula, then existing AMC rates will be in force for next year also exclusive of taxes.

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 of lifts for each 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.

II- Second Stage Payment

20% of the quoted rate pro rata against installation.

III- Third Stage Payment

10 % on commissioning and submitting of license 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 BIRD for an equivalent amount valid for 15 months.
Tenderer shall replace existing 01 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 BIRD 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.)**

**Other Issues**

23. 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.

24. The Contractor shall carry out all the work strictly in accordance with drawing, details and instructions of BIRD’s consultant / officers. If in the opinion of BIRD’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 carryout the same, the Contractor shall carry out the same without any extra charge.

25. The tenderer must obtain for himself on his own responsibility and at his own expense, all the information which may be necessary for the purpose of making a tender and for entering into a contract and must examine the drawings, inspect the site of the work, and acquaint himself with all local conditions, means of access to the work, nature of the work and all matters pertaining thereto. BIRD’s decision in such cases shall be final and shall not be open to arbitration.

26. A Schedule of Probable Quantities in respect of each work and Specifications accompany these Special Conditions. The Schedule of Probable Quantities is liable to alteration by omissions, deductions or additions at the discretion of BIRD. Each tender should contain not only the rates but also the value of each item of work entered in a separate column and all the items should be totaled in order to show the aggregate value of the entire tender.

27. The rates quoted in the tender shall include all charges for scaffoldings, watching and lighting by night as well as day including Saturdays/Sundays and holidays, protection of all other erections, matters or things and the Contractor shall take down and remove any or all such centering, scaffolding etc. as occasion shall require or when ordered so to do, and fully reinstate and make good all matters and things disturbed during the execution of work and to the satisfaction of BIRD.

28. Guarding and protecting hoistway and lift machine rooms shall be responsibility of the tenderer from the date of commencement of work at site.

29. 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. BIRD does not accept liability for any sum besides the tender amount, subject to such variations as are provided for herein.

30. 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 BIRD.

31. A brief specification and design data accompany these special conditions. It is not to be accepted as final by any means. The tenderer is expected to explain in detail the various designs in lift mechanism offered, which would give a more enhanced working and finish.

32. The successful tenderer must co-operate with the other contractors appointed by BIRD 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.

33. The work has to be carried out at Bankers Institute of Rural Development, Sector – H, LDA Colony, Kanpur Road, LUCKNOW – 226012 and, therefore, in view of convenience and safety of staff /Officers, appropriate care has to be taken during execution of work.

34. 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.

35. The successful tenderer shall liaison for obtaining license for the lift installation along with all the documents on behalf of BIRD and pay necessary inspection fee levied by the Government and/or any other authorities and assist BIRD 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 BIRD. Follow up with the authorities has to be carried out by the tenderer. (The inspection / statutory fee will be reimbursed by BIRD and that liasioning, conduct of related tests etc. shall be undertaken by the bidder at no extra cost to BIRD.

36. 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.

37. Integrity Pact (IP)

Tenderer shall sign ‘Integrity Pact’ with BIRD in the prescribed format as given in Annexure-III.
38. 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 BIRD 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 BIRD.

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

Witness -------------------------- Signature of tenderer------------------

Address ______________________ Address ____________________________

Date ___________________________ Date _____________________________
Section- III

Safety Code

GENERAL SAFETY

1. First-aid appliances, including adequate supply of sterilized dressings and cotton wool, shall be maintained in a readily accessible place.

2. The injured person shall be taken to a public hospital without loss of time, in cases where the injury necessitates hospitalisation.

3. Suitable and strong scaffolds should be provided for workmen for all works that cannot safely be done from ground.

4. No portable single ladder shall be over 8 meters in length, the width between the side rails not less than 30 cm (clear) and the distance between two adjacent rungs shall not be more than 30 cm. When a ladder is used, an extra labour shall be engaged for holding the ladder.

5. The excavated material shall not be placed within 1.5 meters of the edge of the trench or half of the depth of the trench, whichever is more. All trenches and excavations shall be provided with necessary protection of minimum height of one meter.

6. Every opening in the floor of a building or a working platform shall be provided with suitable means to prevent the fall of persons or materials by providing suitable fencing or railing whose minimum height shall be one metre.

7. No floor, roof or other part of the structure shall be so over-loaded with debris or materials as to render it unsafe.

8. Workers employed on mixing and handling material such as asphalt, cement, mortar or concrete and lime mortar shall be provided with protective footwear and rubber hand-gloves.

9. Those engaged in welding works shall be provided with welder’s protective eye-shields and gloves.

10. No paint containing lead or lead products shall be used except in the form of paste or readymade paint.

11. Suitable face masks should be supplied for use by the workers when the paint is applied in the form of spray or surface having lead paint dry rubbed and scrapped.

12. Hoisting machines and tackles used in the work, including their attachments, anchorage and supports shall be in perfect condition.

13. The ropes used in hoisting or lowering material or as a means of suspension shall be of durable quality and adequate strength and free from defects.
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:                                           SIGNATURE AND SEAL
Date:                                            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) “BIRD” Shall mean, Bankers Institute of Rural Development, Kanpur Road, LUCKNOW and shall include its assigns and successors.

(b) Contractor/Bidder “Contractor/Bidder” 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 Bankers Institute of Rural Development, Sector – H, LDA Colony, Kanpur Road, LUCKNOW – 226012 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**

2. The work includes the complete replacement of 01 and installing 01 nos. new passenger lifts in phased manner in two batches of 1 passenger lift each. 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 BIRD. BIRD 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” BIRD’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 BIRD’s instructions provided always that verbal instructions, directions and explanations given to the Contractor or his representatives upon the works by BIRD 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 BIRD, such shall be deemed to be BIRD’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 BIRD’s engineer/ engineer-in-charge.
3. **Scope of contract includes, but is not limited to, the following:**

   a) The coordination, scheduling and management of work of component suppliers and subcontractors.

   b) Modernise or provide equipment as specified utilising existing, new or modified lift wells and machine rooms.

**Contractor’s Duties**

4. Contractor’s duties include the following:

   a) Provide and pay for labour, materials and equipment, tools, construction equipment and machinery and other facilities and services necessary for the proper execution and completion of the specified works.

   b) Secure and pay for required permits, statutory 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.

**Variations to be approved by Employer**

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

**Drawings, Schedule of Quantities & Agreement**

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

**Work Sequence**

7. The successful Contractor shall include all costs in the tender to complete the works in the time schedule as given by him in the work schedule table. By submitting a tender, the Contractor agrees that they have reviewed the project specifications and drawings, toured the jobsite, and will complete all work in accordance with the overall time frame 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.
### Contractor's use of Estate

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

- Confine operations at the site to areas permitted by law, ordinances, permits, Specification, and BIRD's specific instructions.

- Do not unreasonably encumber the site with materials or equipment. Staging area shall be located as directed by BIRD.

- Assume full responsibility for protection and safekeeping of tools and products stored on or off Estate.

- Move stored products which interfere with operations of building or the operations of other trades.

### Contractor to provide everything necessary at his cost

9. The Contractor shall provide at his cost, everything necessary for the proper execution of the works according to the intent and meaning of the Drawings, Schedule of Quantities and Specifications taken together whether the same may or may not be particularly shown or described therein provided that the same can reasonably be inferred therefrom, and if the Contractor finds any discrepancy in the Drawings or between the Drawings, Schedule of Quantities and Specifications, he shall immediately and in writing refer same to BIRD who shall decide which is to be followed. The Contractor shall provide all works under this specification in full accordance with Health and Safety Regulations.

### No Disruption to Normal Routine Functions

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

11. If the contract includes works, which will be disruptive during normal business operations, or would be dangerous to building occupants, said works shall be performed during hours as BIRD 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 BIRD dictated hours and shall include all costs in its tender.

12. The Contractor shall keep noise levels within permissible limits. When it is necessary to produce noise above this level, the Contractor shall advise BIRD 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.
Protection of Work and Property

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

Authorities, Notices and Patents

14. The Contractor shall conform to the provisions of any Act of the Legislature relating to the works, and to the regulations and bye-laws of any authority, and of electric supply and other companies and/or authorities with whose systems, the installation is proposed to be connected and shall, before making any variations from the Drawings or Specifications that may be necessitated by so conforming, give to BIRD, written notice, specifying the variation proposed to be made and the reason for making it and apply for instructions thereon. In case the Contractor shall not receive such instructions within ten days, he shall proceed with the work conforming to the provisions, regulations or byelaws, in question, and any variation so necessitated shall be dealt with under Clause No. 24 thereof.

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

The Contractor shall indemnify BIRD against all claims in respect of rights, and shall defend all actions arising from claims, and shall himself pay all royalties, license fees, damages, cost and charges of all and every sort that may be legally incurred in respect thereof.

Setting out of work

15. The Contractor shall set out the works and shall be 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 BIRD.

Materials and workmanship to conform the descriptions

16. All materials and workmanship shall so far as procurable be of the respective kinds described in the Schedule of Quantities and/or Specifications and in accordance with BIRD's instructions, and the Contractor shall upon the request of BIRD 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 BIRD may require.
Contractor’s superintendence and representative on the works

17. The Contractor shall give all necessary personal superintendence during the execution of the works, and as long thereafter as the Employer may consider necessary until the expiration of the “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.

Dismissal of Workmen

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

Access to Works

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

Assignments and Sub-letting

20. 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 26 hereof, and the same shall be added to or deducted from the Contract Amount, as the case may be, accordingly.
**Schedule of Quantities**

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

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

**Sufficiency of Schedule of Quantities**

23. The Contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the prices stated in the Schedule of Quantities and/or the Schedule of Rates and Prices which rates and prices shall cover all his obligations under the Contract, and all matters and things necessary for the proper completion of the works.

**Measurement/Inspection of Works**

24. The Consultant may from time to time intimate to or inspected the Contractor and the Employer that he requires the works to be measured or inspected, 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.

**Prices for extra etc. ascertainment of**

25. 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 BIRD 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 BIRD 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, BIRD 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.

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

26. 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 BIRD. The Contractor shall be liable for any loss of or damage to such materials.

Removal of improper work

27. BIRD/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 BIRD are not in accordance with the Specifications or the instructions of BIRD, 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, BIRD 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 maybe deducted by BIRD from any moneys due, or that may become due, to the Contractor.

**Defects after virtual completion**

28. 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 BIRD / Consultant from materials or workmanship not in accordance with the contract, shall upon the directions in writing of BIRD, 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, BIRD 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 BIRD or may be deducted by BIRD from any moneys due or that may become due to the Contractor, or BIRD 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 BIRD 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 BIRD 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 BIRD 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 BIRD.

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

29. The works shall not be considered as completed until Consultant / BIRD 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 license whichever is later.

**Nominated Sub-Contractor**

30. 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 BIRD 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 BIRD 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, BIRD 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 BIRD and Sub-Contractor.

**Other persons employed by Employer**

31. BIRD reserves the right to use the Estate and any portions of the site for the execution of any work not included in this Contract, which it may desire to have carried out by other persons, and the Contractor shall allow all reasonable facilities for the execution of such work but shall not be required to provide any plant or materials for the execution of such work. Such work shall be carried out in such manner as not to impede the progress of the works included in the Contract and the Contractor shall not be responsible for any damage or delay which may happen to or occasioned by such work.

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

32. 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 BIRD and hold him harmless in respect of all 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 BIRD, 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 BIRD 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 BIRD 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 BIRD and the Contractor (the name of the former being placed first in the policy) against such risks and deposit such Policy or Policies with BIRD 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 BIRD 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 BIRD and the Contractor (the name of the former being placed first in the policy) against such risks and deposit such Policy or Policies with BIRD 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 BIRD 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 BIRD against contractor in respect of such default, BIRD 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 BIRD may deem fit, but shall, however, not be entitled to reimbursement by BIRD of any shortfall or deficiency in the amount finally paid by the insurer in settlement of any claim arising as set out herein.

33 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 BIRD 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.

**Damages for Non-completion**

34. 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 29 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 BIRD on such withheld amount/s. The application of liquidated damages (withholding of amount) shall not affect 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 35 hereof and BIRD certifies in writing that in his opinion the same ought reasonably to have been completed, the Contractor shall pay BIRD the sum named as “Liquidated Damages” for the period during which the said works shall so remain incomplete and BIRD may deduct such damages from any moneys due to the Contractor. The contractor hereby specifically agrees and authorizes BIRD 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.

**Delay and Extension of Time**

35. If in the opinion of BIRD, the works be delayed (a) by force majeure or (b) by reason of any exceptionally inclement weather or (c) by reason of proceedings taken or threatened by or dispute with adjoining or neighboring owners or public authorities arising otherwise than through the Contractor’s own default or (d) by the works or delays of other Contractors or Tradesmen engaged or nominated by BIRD and not referred to in the Schedule of Quantities, and/or Specification or (e) by reason of BIRD’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 BIRD for which he shall have specifically applied in writing or (h) from other causes which BIRD 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, BIRD 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 endeavors to prevent delay and shall do all that may reasonably be required to the satisfaction of BIRD 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 BIRD (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 BIRD, the provision of liquidated damages as stated under clause 34 will become applicable.

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

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

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

**Termination of Contract by the Employer**

37. 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 BIRD that he is able to carry out and fulfil the Contract and to give security therefor, if so required by BIRD.

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 BIRD 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 BIRD 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 BIRD 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 BIRD 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, BIRD 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 forcefully 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, BIRD 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, BIRD 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. BIRD shall thereafter ascertain and certify in writing under his hand what (if anything) shall be due or payable to, or by BIRD, for the value of the said plant and materials so taken possession of by BIRD and the expense or loss which BIRD 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 socertified shall thereupon be paid by BIRD to the Contractor or by the Contractor to BIRD, as the case may be, and the decision of the Employer shall be final and conclusive between the parties.

Certificates and Payments

38. The Contractor shall be paid by BIRD from time to time by instalments under Interim Certificate to be issued by BIRD’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 BIRD) has been executed in accordance with this Contract. BIRD 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
The contractor shall be paid the balance amount by the employer in accordance with the certificate to be issued by BIRD'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 BIRD 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 BIRD of any certificate during the progress of the works at or after their completion shall not relieve the Contractor from his liability under Clause 2 and 29 nor relieve the Contractor of his inability in cases of fraud, dishonesty or fraudulent concealment relating to the works or materials or to any matter dealt within the Certificate, and in case of all defects and insufficiencies in the works or materials, which a reasonable examination would not have disclosed. No Certificate shall of itself be conclusive evidence that any works or materials, to which it relates, are in accordance with the Contract neither will the Contractor have a claim for any amounts which BIRD might have certified in any interim bill and paid by BIRD and which might subsequently be discovered as not payable and in this respect BIRD’s decision shall be final and binding.

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

BIRD 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 BIRD.

**Matters to be finally determined by BIRD**

39. The decision, opinion, direction, Certificate (except for payment), with respect to all or any of the matter under Clauses 2,9,16,21,23,24,25,26,27,38,41 hereof (which matters are herein referred to as the excepted matters) shall be final and conclusive and binding on the parties hereto and shall be without appeal. Any other decision, opinion, direction, Certificate or valuation of BIRD or any refusal of BIRD to give any of the same shall be subject to the right of arbitration and review under Clause 40 hereof in the same way in all respects (including the provision as to opening the reference) as if it were a decision of BIRD.

**40. 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, BIRD shall send to the contractor / bidder a list of 3 names of persons who shall be presently unconnected with BIRD 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 BIRD within 30 days of receipt of the names. BIRD shall thereupon 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 BIRD accordingly, then BIRD 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 BIRD 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 Lucknow, under the exclusive jurisdiction of courts at Lucknow 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 BIRD, 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 BIRD, 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.

**Right of technical scrutiny of final bill**

41. The BIRD/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 BIRD to recover the sum.

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

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

**Abandonment of Works**

43. If at any time after acceptance of the tender, BIRD shall, for any reasons whatsoever, not require the whole or any part of the works to be carried out, BIRD shall give notice in writing to the Contractor who shall have no claim to any payment of compensation or otherwise whatsoever on account of any profit or advantage which he might have derived from the execution of the whole works.

**Return of surplus materials**

44. 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 BIRD 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 BIRD and return it to the BIRD, if required by BIRD, at the price to be determined by BIRD 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 BIRD for all moneys, advantages or profits resulting, or which in the usual courses would have resulted to him, by reason of such breach.

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

45. Without prejudice to any of the rights or remedies under this Contract, being an individual, if the Contractor dies, BIRD shall have the option of terminating the Contract without incurring any liability for such termination.

**Accident Reports**

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

**Marginal Notes**

47. 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.
Progress of Work

48 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.

49. 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 BIRD’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.

50. Successful Bidder shall be abide with Central / State Govt.'s Health Guideline towards COVID-19 and maintained health discipline till completion of work.

51. Successful bidder must submit Medical certificate (COVID test) and maintain register of all related labor/ supervisor.

53. Due to ongoing Corona Pandemic and travelling issue pre-bid meeting may be online. Prospective bidders are requested to discuss their points for clarification on telephonic conversation with the Architect M/s Sandeep Govalkar Design Associates.
Section-V

Appendix Hereinbefore Referred To

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Employer: Contractor:
ARTICLES OF AGREEMENT

ARTICLES OF AGREEMENT made on this .......... day of .......... (Month) ..... Between the Bankers Institute of Rural Development (BIRD) (hereinafter called “the Employer”) and having its Office at Bankers Institute of Rural Development, Sector – H, LDA Colony, Kanpur Road, LUCKNOW - 226012 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 Bankers Institute of Rural Development, Sector – H, LDA Colony, Kanpur Road, LUCKNOW - 226012” 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 thereinset forth amounting the sum as therein arrived or such other sum as shall become payable thereunder (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 beread 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 Bankers Institute of Rural Development, Sector – H, LDA Colony, Kanpur Road, LUCKNOW - 226012” and to be paidfor 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 as prescribed in the tender.

9. All disputes arising out of or in any way connected with this agreement shall be deemed to have arisen at Lucknow and only the sole Arbitrator as appointed by both the parties upon mutual consent in Lucknow 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
Bankers Institute of 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
INDEMNITY BOND

Know all men by these presents that I, Shri ......................................................of M/s ..............................................do hereby execute Indemnity Bond in favour of BIRD, having their Office at Bankers Institute of Rural Development, Sector – H, LDA Colony, Kanpur Road, LUCKNOW - 226012 and M/s ................................................... having their registered office at........................................ on this ........ day of ...............

WHEREAS BIRD 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 Bankers Institute of Rural Development, 1st floor DPSP section, Sector – H, LDA Colony, Kanpur Road, LUCKNOW - 226012”.

THIS DEED WITNESSETH AS FOLLOWS:

I/We, on behalf of M/s ...................................................... hereby do indemnify to keep BIRD 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

Bankers Institute of Rural Development (BIRD),
Sector-H, LDA Colony, Kanpur Road Lucknow

PRE CONTRACT INTEGRITY PACT
(To be submitted on Rs. 100 Stamp Paper only on first page and remaining document on normal A4 size pages duly signed by the bidder) and submitted in envelop duly superscribed as Integrity Pact.

Between
Bankers Institute of Rural Development (BIRD) hereinafter referred to as “The Principal”
And
………………………………………. hereinafter referred to as “The Bidder”

Preamble
The Principal intends to award, under laid down organizational procedures, contract/s for...........................The Principal values full compliance with all relevant laws of the land, rules, regulation and economic use of resources and of fairness /transparency in its relations with its Bidder(s).

In order to achieve these goals, the Principal will appoint Independent External Monitors (IEMs) who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 – Commitments of the Principal

(1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-

a. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

b. The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will, in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

c. The Principal will exclude from the process all known prejudiced persons.

(2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

Section 2 – Commitments of the Bidder(s)

(1) The Bidder(s) commit themselves to take all measures necessary to prevent corruption. The Bidder(s) commit themselves to observe the following principles during participation in the tender process and during the contract execution:

a. The Bidder(s) will not, directly or through any other person or firm, offer, promise or
give to any of the Principal’s employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

b. The Bidder(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

c. The Bidder(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

d. The Bidder(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly the Bidder(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any.

e. The Bidder(s) will, when presenting their bid, disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

f. Bidder(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.

(2) The Bidder(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3 – Disqualification from tender process and exclusion from future contracts

If the Bidder(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form which put their reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s) from the tender process.

Section 4 – Compensation for Damages

(1) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/Bid Security. (2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

Section 5 – Previous transgression

(1) The Bidder declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the anti-corruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the tender process.

(2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process.
Section 6 – Equal treatment of all Bidders

(1) In case of Sub-contracting, the Principal Contractor shall take the responsibility of the adoption of Integrity Pact by the Sub-contractor.

(2) The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors

(3) The Principal will disqualify from the tender process all bidders who do not sign the Pact or violate its provisions.

Section 7 – Criminal charges against violating Bidders(s)

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or are representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

Section 8 – Independent External Monitor

(1) The Principal appoints competent and credible Independent External Monitor for his Pact after approval by the Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement. The Independent External Monitor appointed for BIRD is:

Dr. Sanjay Kumar Panda, IAS (Retd.)
515, Ward No. 3, Sideshwar Sahi,
City, Cuttack District
Odisha – 753 008

(2) The Monitor is not subject to instructions by the representatives of the parties and performs his/her functions neutrally and independently. The Monitor would have access to all Contract documents, whenever required. It will be obligatory for him/her to treat the information and documents of the Bidders as confidential. He/she reports to the Director, BIRD.

(3) The Bidder(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his/her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Sub-contractors.

(4) The monitor is under contractual obligation to treat the information and documents of the Bidder(s) Sub-with confidentiality. The Monitor has also signed declarations on ‘Non-disclosure of Confidential Information’ and of ‘Absence of Conflict of Interest’. In case of any conflict of interest arising at a later date, the IEM shall inform Director, BIRD and recuse himself/herself from that case.

(5) The Principal 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 Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
(6) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he/she will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

(7) The monitor will submit a written report to the Director, BIRD within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposal for correcting problematic situations.

(8) If the Monitor has reported to the Director, BIRD, a substantiated suspicion of an offence under the relevant IPC/PC Act, and the Director, BIRD has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

(9) The word ‘Monitor’ would include both singular and plural.

Section 9 – Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contract or 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings. If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharge/determined by the Director, BIRD.

Section 10 – Other provisions

(1) This agreement is subject of Indian Law, Place of performance and jurisdiction is the Head Office of the Principal, i.e. Lucknow.

(2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

(3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

(4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

(5) Issues like Warranty/Guarantee etc. shall be outside the purview of IEMs.

(6) In the event of any contradiction between the Integrity Pact and its Annexure, if any, the Clause in the Integrity Pact will prevail.
Section-VII
Introduction


Bankers Institute of Rural Development, 1st floor DPSP section, Sector – H, LDA Colony, Kanpur Road, LUCKNOW is presently provided with 2 nos. Passenger Lifts in each of the Main building & Academic Block. BIRD desires to replace the lifts with State-of-the-Art technology lifts.

The Scope of works in brief is as under:
The subject building is G + 3 floors.

Qualified bidders are requested to survey & Inspect the Existing lift and submit their bids for 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 20 years.

The type of elevators and their respective specifications have been finalised under the following Annexures:

The work is divided into the following Phases. Annexure 1 : Covers Lifts # 1  PART-A

Annexure 2 : Covers Lifts # 2  PART-B

Scope of works:
The scope of work shall include the following.

- Design and manufacture of passenger Lifts (8 Passenger capacity) and alongwith all accessories / components as per specifications and quality specified.
- Delivery of lift equipment / materials to site of the project mentioned above at Lucknow 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 respective sites.
- Dismantling the existing lifts along with all allied equipment and accessoriesin 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 BIRD.
- 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 BIRD from the date of handing over of the new lift installation to the BIRD.

- 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 repairisto plaster, whitewash 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. 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) **Separate Item of Civil Work**- Cladding / covering the surface area around the opening of the lift (at entry / exit points) preferably with large single pieces/panels of Granite / Marble or the like durable material on each and every floors of the Admin Block in order to ensure long lasting, maintenance free with quality finish and luxury look. *(Separate Tender of Civil Work to be executed simultaneously alongside the erection /installation of proposed lifts will be issued separately. This work is not in the scope of lift contractor.)*

3) Smoke vent for each elevator of appropriate size and protection will have to be provided by the contractor

4) **Full length i.e. from sill to header galvanized fascias sheets of 18 gauge** also should be included on all floors.

5) As per BOQ 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 BIRD 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 along with MCB’S / ELCB, RCCB of 63 Amps / 30 mA of reputed make MDS / Legrand only duly approved by the BIRD etc. should also be supplied and included in your scope.

**Available Infrastructures to be provided by the Employer:**

A lift well with pit and head room, machine room lighted and ventilated, as existing on as 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

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

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


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

Earthing shall be carried out confirming 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 Name plates**

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 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**


**Structural Steel shapes and plates.**

9.02 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.
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 fillercoat over uneven surfaces. Sand smooth and apply final coat of primer.

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.

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.
**Comprehensive Annual Maintenance of existing Lifts in the building**

There are a total of 2 nos. passenger elevators at Bankers Institute of Rural Development, Sector – H, LDA Colony, Kanpur Road, LUCKNOW which will have to be maintained by the successful bidder on where it is as it is basis till all the lifts are replaced. The maintenance will include all types of maintenance, all spares as necessary to keep the lifts smooth operation while phase wise replacement of elevators is being carried.

**Standard Features (for all 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**
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**

**11.02 Performance characteristics**

Minimum guaranteed performance of the lifts:

- Car Speed: ± 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: ± 5 mm under any loading condition.
- **Car Ride Quality:**
  1. Horizontal & Vertical vibration should be in conformity with industry/manufacturer’s standard and to be supported by relevant test certificates and shall be verified with required monitoring/testing instrument at site before handing over.
  2. Acceleration and Deceleration: the controller should provide for smooth acceleration and deceleration without any perceivable jerks

**11.03 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 drive 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 BIRD

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.

**11.04 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 up to 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 with one-hour fire rating

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

New car operating panels with matt finish stainless steel faceplates (for all 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. Approval to be obtained from BIRD 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 two-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 honeycomb finish, as approved by the Employer

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

**Ventilation:** Minimum of 2 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 BIRD approval essential

LANDING CONTROL STATIONS

**Pushbuttons:** Provide 2 nos. on each floor with flush mounted faceplates. Include push buttons for each direction of travel, which illuminate to indicate call registration. Provide for any cutting and patching required.

**SIGNALS**

**Hall Lantern and Position Indicator:** Provide above each entrance as per manufacturer’s standard specifications, as approved by the BIRD. Illuminate up or down arrows and sound tone just before the arrival of that particular lift. Sound level shall be adjustable. Dot Matrix 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 to accommodate new lantern 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: Matt** 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 up to the Control room on the Mezzanine floor. Provision to be made for connecting BIRD D.G. set in case of power failure.
11.08 EXECUTION

At the time of execution successful tenderer has to dismantle 3 nos. lifts (one from each wing) 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 BIRD for carrying out major civil work if any. Any damages to scaffolding during this period will be attended by the BIRD. Major civil repair work like any modification required in the existing foundation will be done by BIRD. Allied civil work like puncturing wall / ceiling, removing & repairing of plaster, whitewash to lift shaft will be in scope of tenderer. BIRD 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.
11. Regarding tests to be conducted before handing over of lifts, the following two checks shall be conducted on the lift installation.
   a) ‘Operator mode’ run.
   b) Machine Room Inspection.

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

14. 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.
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
Counterweights

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 conforms 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
Section-X

Lift Specifications


<table>
<thead>
<tr>
<th>Lift - I Specifications</th>
<th>Annexure-1</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project: Bankers Institute of Rural Development, Lucknow</td>
<td>Main Building</td>
</tr>
<tr>
<td><strong>lift-1</strong></td>
<td></td>
</tr>
<tr>
<td>1 Hoist way size (WxD) actual</td>
<td>1900 x 2100</td>
</tr>
<tr>
<td>2 Pit depth</td>
<td>1600</td>
</tr>
<tr>
<td>3 Overhead Height</td>
<td>4600</td>
</tr>
<tr>
<td>4 No of stops / Opening</td>
<td>04 (on same side) G +3</td>
</tr>
<tr>
<td>5 Fl to Fl height in MM (Approximate)</td>
<td>3300 + 3300 + 3300 + 3300</td>
</tr>
<tr>
<td>Clear height available from FFL below</td>
<td>2400</td>
</tr>
<tr>
<td>Lintel/floor beam</td>
<td></td>
</tr>
<tr>
<td>6 Total Rise in MM</td>
<td>10000</td>
</tr>
<tr>
<td>7 No of Lifts</td>
<td>1</td>
</tr>
<tr>
<td>8 Car Inside in mm</td>
<td>1300 x 1100</td>
</tr>
<tr>
<td>9 Speed of lift</td>
<td>1.0 mps</td>
</tr>
<tr>
<td>10 Type of Controller</td>
<td>Simplex Full Collective, AC VVVF with Auto Rescue Device and Over Load Protection</td>
</tr>
<tr>
<td>11 Type of equipment -(OH equipment / MRL</td>
<td>With Machine Room</td>
</tr>
<tr>
<td>12 Cabin finish</td>
<td>Stainless Steel Hairline finish with Itch finish car doors with rear side hand rail. Granite Flooring</td>
</tr>
<tr>
<td></td>
<td>Inside car height &gt; or = 2200</td>
</tr>
<tr>
<td></td>
<td>Half Size back mirror</td>
</tr>
<tr>
<td></td>
<td>Micro motion sensitive Car buttons</td>
</tr>
<tr>
<td></td>
<td>All Passenger lifts to be Fireman’s Lift</td>
</tr>
<tr>
<td></td>
<td>Full Height 2D electronic cross beam ( 126 beams type) detectors</td>
</tr>
<tr>
<td></td>
<td>side corner blower ventilation arrangement not acceptable. Two Centre blower fan for body breeze.</td>
</tr>
<tr>
<td></td>
<td>20mm recess for Quartz marble by owner (70kg weight)</td>
</tr>
<tr>
<td></td>
<td>Brightly lit False ceiling and should have commercially available Led illumination system</td>
</tr>
<tr>
<td></td>
<td>Emergency LED light with SMF battery backup</td>
</tr>
<tr>
<td>13</td>
<td>Landing entrances</td>
</tr>
<tr>
<td>----</td>
<td>-------------------</td>
</tr>
<tr>
<td></td>
<td>Door Hand ( R / L)</td>
</tr>
</tbody>
</table>

| 14 | Hall Fixtures     | Hall buttons with touch sensitive micro motions luminous buttons with digital hall position indicators |

**Intercom system up to security desk located at gate**

**Fire extinguisher in car**

**Automatic rescue device capable of moving the lift to the nearest landing on main power failure**

**SS Hand rails on rear side**

**Voice announcement**

**Overload Warning & Load Non Stop**

**Auto fan Cut-off, nuisance call cancellations**

**SS Itch Finish on Gr floor & SS Hair Line finish on all upper floors**

**SEAL & SIGN OF CONTRACTOR**
<table>
<thead>
<tr>
<th></th>
<th>Lift - II Specifications</th>
<th>Annexure-2</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Project: Bankers Institute of Rural Development, Lucknow</td>
<td>Academic Building</td>
</tr>
<tr>
<td></td>
<td>lift-2</td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>Hoist way size (WxD) actual</td>
<td>2000 x 1700</td>
</tr>
<tr>
<td>2</td>
<td>Pit depth</td>
<td>1600</td>
</tr>
<tr>
<td>3</td>
<td>Overhead Height</td>
<td>4600</td>
</tr>
<tr>
<td>4</td>
<td>No of stops / Opening</td>
<td>04 (on same side) G +3</td>
</tr>
<tr>
<td>5</td>
<td>Fl to Fl height in MM (Approximate)</td>
<td>3300 + 3300 + 3300 + 3300</td>
</tr>
<tr>
<td></td>
<td>Clear height available from FFL below Lintel/floor beam</td>
<td>2400</td>
</tr>
<tr>
<td>6</td>
<td>Total Rise in MM</td>
<td>10000</td>
</tr>
<tr>
<td>7</td>
<td>No of Lifts</td>
<td>1</td>
</tr>
<tr>
<td>8</td>
<td>Capacity</td>
<td>8 P (544 Kg)</td>
</tr>
<tr>
<td></td>
<td>Car Inside in mm</td>
<td>1300 x 1100</td>
</tr>
<tr>
<td>9</td>
<td>Speed of lift</td>
<td>1.0 mps</td>
</tr>
<tr>
<td>10</td>
<td>Type of Controller</td>
<td>Simplex Full Collective, AC VVVF with Auto Rescue Device and Overload</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Protection</td>
</tr>
<tr>
<td>11</td>
<td>Type of equipment -(OH equipment / MRL)</td>
<td>Machine Room Less</td>
</tr>
<tr>
<td>12</td>
<td>Cabin finish</td>
<td>Stainless Steel Hairline finish with Itch finish car doors and Rear side</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Toughened Glass panel with hand rail. Granite Flooring</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Inside car height ( \geq 2200 )</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Vandal resistant Car buttons</td>
<td></td>
</tr>
<tr>
<td></td>
<td>All Passenger lifts to be Fireman's Lift</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Full Height 2D electronic cross beam (126 beams type) detectors</td>
<td></td>
</tr>
<tr>
<td></td>
<td>side corner blower ventilation arrangement not acceptable. Centre blower fan for body</td>
<td></td>
</tr>
<tr>
<td></td>
<td>breeze</td>
<td></td>
</tr>
<tr>
<td></td>
<td>20mm recess for Quartz marble by owner (70kg weight)</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Brightly lit False ceiling and should have commercially available Led illumination</td>
<td></td>
</tr>
<tr>
<td></td>
<td>system</td>
<td></td>
</tr>
<tr>
<td></td>
<td>SS Hand rails on rear side</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Voice announcement</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Overload Warning &amp; Load Non Stop</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Auto fan Cut-off, nuisance call cancellations</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Emergency LED light with SMF battery backup</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Intercom system up to security desk located at gate</td>
</tr>
<tr>
<td>---</td>
<td>---</td>
<td>--------------------------------------------------</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Fire extinguisher in car</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Automatic rescue device capable of moving the lift to the nearest landing on main power failure</td>
</tr>
<tr>
<td>13</td>
<td>Landing entrances</td>
<td>800 x 2000 (Centre Opening)</td>
</tr>
<tr>
<td></td>
<td>Door Hand (R/L)</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>SS Itch Finish on Gr floor &amp; SS Hair Line finish on all upper floors</td>
</tr>
<tr>
<td>14</td>
<td>Hall Fixtures</td>
<td>Hall buttons with touch sensitive micro motions luminous buttons with digital hall position indicators</td>
</tr>
</tbody>
</table>

**SEAL & SIGN OF CONTRACTOR**
### Section-XI

**Check List- Commercial Conditions**


<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Description</th>
<th>BIRD’s Terms</th>
<th>Acceptance of BIRD’s terms (Y/N)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Validity</td>
<td>90 days from the date of opening of Part – II</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>EMD</td>
<td>Rs.70,000/- by way of Bank Guarantee (BG)</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Terms of payment</td>
<td>As per clause 22, page 29 of the tender</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Terms of payment for AMC</td>
<td>Quarterly payment after satisfactory completion of service.</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Technical specifications</td>
<td>As per Section VIII</td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Warranty Period</td>
<td>12 months from the date of handing over of the last lift of the contract including &amp; quality workmanship.</td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Terms, Conditions and payment during AMC</td>
<td>Confirm that the terms, conditions and payment for the AMC and conditions for renewal of AMC as per the tender provision are acceptable.</td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>Service after sales</td>
<td>Free of cost during the warranty period including replacement of any material / assembly / equipment / software if found necessary.</td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>Committed period for lift maintenance</td>
<td>At least 19 years after one-year defect liability period</td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>Completion period</td>
<td>4 months from 10th day of letter of award of work as per detailed completion programme indicated in Section II, clause 19 for Part A, 4 months from 10th day of handing over of lift shaft to contractor</td>
<td></td>
</tr>
<tr>
<td>11</td>
<td>Liquidated damages</td>
<td>0.25 % per week of delay subject to a maximum of 5% of the contract value of the incomplete / delayed lifts as per the specified milestones referred to in Clause 34 of the Section IV “Conditions Hereinafter Referred To”</td>
<td></td>
</tr>
<tr>
<td>12</td>
<td>Penalty for delay in</td>
<td>As per Section II, clause 21.3 B page 28</td>
<td></td>
</tr>
</tbody>
</table>
providing service

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>12</td>
<td>Service facility</td>
</tr>
<tr>
<td>13</td>
<td>Annual Maintenance Charges</td>
</tr>
<tr>
<td></td>
<td>a. Percentage of Basic price of AMC charges on which GST is applicable</td>
</tr>
<tr>
<td></td>
<td>b. Rate of GST on above</td>
</tr>
</tbody>
</table>

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
Annexure-IV

Proforma for Details of Principal Bidder / Other Bidders

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Particulars</th>
<th>Bidder</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Name of the Bidder</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Address</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Contact Person</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Email</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Telephone No.&amp; Mobile No.</td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Fax No.</td>
<td></td>
</tr>
</tbody>
</table>

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

Date: -----------------------------
(Proforma of undertaking for maintenance confirmation by the Tenderer on Company’s Letterhead)

Date: ....................

The Director,
BIRD,
Sector – H, LDA Colony, Kanpur
Road, LUCKNOW - 226012.

Dear Sir,

**Tender for Design, Supply, Installation, Testing, Commissioning and Maintenance of 02 nos. Passenger lifts at Bankers Institute of Rural Development, Sector – H, LDA Colony, Kanpur Road, LUCKNOW – 226012.**

We hereby undertake to maintain the lifts installed by us in your Bankers Institute of Rural Development, Sector – H, LDA Colony, Kanpur Road, LUCKNOW, 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 (OEM), 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 Director,
BIRD
Sector – H, LDA Colony, Kanpur
Road, LUCKNOW - 226012.

Dear Sir

**Design, Supply, Installation, Testing, Commissioning and Maintenance of 02 nos. Passenger lifts at Bankers Institute of Rural Development, 1st floor DPSP section, Sector – H, LDA Colony, Kanpur Road, LUCKNOW - 226012**

WHEREAS

1. You have awarded a contract dated ____________ for **Design, Supply, Installation, Testing, Commissioning and Maintenance of 02 nos. Passenger lifts at Bankers Institute of Rural Development, Sector – H, LDA Colony, Kanpur Road, LUCKNOW - 226012** at ____________ to our constituents M/s., 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 up to 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 Bankers Institute of Rural Development having agreed at contractor’s 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. -------------------------- 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 --------------------------, hereby unconditionally and irrevocably guarantee unto the Bankers Institute of Rural Development (hereinafter referred to as "the BIRD", which expression shall include its successors and assigns) that in the event of the BIRD 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 BIRD the sum of Rs.--------------------------(Rupees -------------------------- only) or any lower amount that may be demanded by the BIRD and our this guarantee shall be treated as equal to the Retention Money/Earnest Money Deposit kept with the BIRD for the due performance of the aforesaid obligations of the Contractors under the said Agreement.

2. We, the --------------------------, also agree and confirm that the sum not exceeding Rs.... (Rupees .... only) as indicated in the written demand issued by the BIRD 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 BIRD without reference to the Contractors and notwithstanding any dispute or difference that may exist or arise between the BIRD 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 BIRD;

3. We hereby further agree that:

   a. any neglect or forbearance, act or omission on the part of the BIRD in enforcing any of this conditions of the contract or granting of any time or the showing of any indulgence by the BIRD 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 BIRD and the Contractors or any other act or deed on the pan of the BIRD, 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 BIRD 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 BIRD 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 up to provided that if so desired by the BIRD, this guarantee shall be renewed by us for a further period as may be indicated by the BIRD 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 BIRD on demand.

5. Our liability under this guarantee will terminate on the aforesaid date, unless renewed as provide hereinafore, 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 BIRDalone 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 BIRD 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
(Bank’s Name & Seal)

Branch Manager
(Bank’s Seal)

Bank Address ______________
TENDER SCHEDULE

PART 2. PRICE- BID
PREAMBLE

The total cost for QCBs shall be worked out as sum of the cost for both the lifts including the AMC charges.
**Bill of Quantities – (PART-A) (FOR LIFT NO. 1)**

Design, Supply, Installation, Testing, Commissioning & Maintenance of 01 lifts (544 Kg) at Bankers Institute of Rural Development, Lucknow, Uttar Pradesh.

### SECTION - I

<table>
<thead>
<tr>
<th>Sr. No</th>
<th>Particulars</th>
<th>Qty.</th>
<th>Unit</th>
<th>Rate (Rs.)</th>
<th>Amount (Rs.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Lift - Design, Supply, Installation, Testing, Commissioning &amp; Maintenance</td>
<td>01 NOS</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Electrical work including power cables, MCBs, ELCBs etc., HW &amp; MR illumination with double copper earthing etc. (Refer attached details - (Section -III))</td>
<td>01 NOS</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Rebate for Buyback, dismantling and taking away all equipment of old Existing 01 Nos. passengers Lift Etc. as indicated in Tender (Technical Bid)</td>
<td>01 NOS</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
| 4     | 1. All related minor builder work including Scaffolding, hoist way patch work, hoistway painting with 2 Coats of water proofing cement based paint with primer coat of approved make & shade, entrance modification/Construction work, hall button fixing, machine room floor finishing, lift Pit waterproofing, trough, controller, governor, machine & machine beams fixing, machine room distemper painting etc.  
2. Car Granite flooring as per customer choice & Pattern. (Lump sum for 2 Lifts) Complete as per Instructions of Architect. (Refer attached details - (Section -IV)) | 01 NOS | | | |
| 5     | Total (Rs.) 1 to 4 | | | | |
| 6     | Add 9% SGST | | | | |
| 7     | Add 9% CGST | | | | |
| 8     | Total Cost Per Lift (Rs.) (section I) | | | | |
### SECTION - II

<table>
<thead>
<tr>
<th>1</th>
<th>Comprehensive annual maintenance charge inclusive of GST and other taxes, transport, insurance, handling, etc. as applicable after guarantee period as per terms &amp; conditions specifies on per year basis for 19 years.</th>
</tr>
</thead>
<tbody>
<tr>
<td>a)</td>
<td><strong>1st year AMC price</strong></td>
</tr>
<tr>
<td>b)</td>
<td><strong>2nd year to 20th year per year</strong> (inclusive of GST)</td>
</tr>
<tr>
<td>2</td>
<td><strong>TOTAL (SECTION II) (Rs.)</strong></td>
</tr>
</tbody>
</table>

**SEAL & SIGN OF CONTRACTOR.**

**Special Notes:**

1* Prior to submission of your proposal, kindly carry out a detailed study of existing lifts, hoist way, pit & OH for civil dimension, door arrangement for suitability of your product.

2* Please ensure to maintain, during installation, the existing door centreline for minimum entrance modification.

3* Please ensure to consider & highlight the client’s scope of work in relation with the existing site conditions.
### Electrical works: - (Section -III)

#### Electric Work Including Materials and Labour Charges for lift installation works

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Particulars</th>
<th>Qty.</th>
<th>Rate (Rs.)</th>
<th>Amount (Rs.)</th>
</tr>
</thead>
</table>
| 1       | Providing & Fixing of MCB Distribution Board  
25 AMP 4 Pole MCB = 1 no.  
25 AMP 4 Pole 300ML RCCB = 1 no.  
25 AMP 2 Pole RCCB = 1 no.  
16 AMP 2 Pole MCB = 1 no.  
6 AMP 2 Pole MCB = 1 no.  
4 Way Distribution Board with internal wiring | 1 Sets        | 130 SMT    |              |
| 2       | Providing & Laying 4 Sq. MM X 4 c Cable for main supply                                                                                                                                                     | 130 SMT      |            |              |
| 3       | Providing & Laying 2.5 Sq. MM X 2 c Cable for main supply & hoist way lighting (in Mtr.)                                                                                                                      | 130 SMT      |            |              |
| 4       | Prov. & laying 8 gauge Copper Earthing 2 Nos.                                                                                                                                                               | 130 SMT      |            |              |
| 5       | Providing & fixing hoist way bulk head, Box switches with LED lamp (inNos.)                                                                                                                                  | 5 NOS.       |            |              |
| 6       | Pit 2 way switch with patti fitting and wiring                                                                                                                                                             | 01 NOS.      |            |              |
| 7       | Providing & fixing LED tube light set.                                                                                                                                                                      | 2 NOS.       |            |              |
| 8       | Wiring tube lightpoint controlled by 6 Amp switches with Box                                                                                                                                               | 2 NOS.       |            |              |
| 9       | Providing & fixing copper earthing basbar                                                                                                                                                                 | 1 NOS.       |            |              |
| 10      | Cables termination with cable glands a) 4 Sq. mm x 4 C cable                                                                                                                                               | 1 NOS.       |            |              |
| 11      | Cables termination with cable glands a) 2.5 Sq. mm x 2 Cable                                                                                                                                              | 2 NOS.       |            |              |
| 12      | **TOTAL AMOUNT (Sr. No. 1 TO 11) Rs.**                                                                                                                                                                     |              |            |              |
| 13      | **TOTAL COST OF PER LIFT (SECTION III) (LIFT NO.1)**                                                                                                                                                       |              |            |              |

**SEAL AND SIGN OF CONTRACTOR**

---

104
11.2 ANNEXURE 2

**Bill of Quantities – (PART-A) (FOR LIFT NO. 2)**

Design, Supply, Installation, Testing, Commissioning & Maintenance of 01 lifts (544 Kg) at Bankers Institute of Rural Development, Lucknow, Uttar Pradesh.

<table>
<thead>
<tr>
<th>Sr. No</th>
<th>Particulars</th>
<th>Qty</th>
<th>unit</th>
<th>Rate (Rs.)</th>
<th>Amount (Rs.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Lift - Design, Supply, Installation, Testing, Commissioning &amp; Maintenance</td>
<td>01</td>
<td>NOS</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Electrical work including power cables, MCBs, ELCBs etc., HW &amp; MR illumination with double copper earthing etc. (Refer attached details – (Section -III))</td>
<td>01</td>
<td>NOS</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
| 3      | 1. All related minor builder work including Scaffolding, hoist way patch work, hoistway painting with 2 Coats of water proofing cement based paint with primer coat of approved make & shade, entrance modification/Construction work, hall button fixing, machine room floor finishing, lift Pit waterproofing, trough, controller, governor, machine & machine beams fixing, machine room distemper painting etc.  
2. Car Granite flooring as per customer choice & Pattern. (Lump sum for 2 Lifts) Complete as per Instructions of Architect. (Refer attached details – (Section -IV)) | 01  | NOS  |            |              |
| 4      | Total (Rs.)                                                                                                                                                                                              |     |      |            |              |
| 5      | Add 9% SGST                                                                                                                                                                                             |     |      |            |              |
| 6      | Add 9% CGST                                                                                                                                                                                             |     |      |            |              |
| 7      | **Total Cost Per Lift (Rs.) (section I)**                                                                                                                                                              |     |      |            |              |
## SECTION-II

<table>
<thead>
<tr>
<th></th>
<th>Comprehensive annual maintenance charge inclusive of GST and other taxes, transport, insurance, handling, etc. as applicable after guarantee period as per terms &amp; conditions specifies on per year basis.</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
</tr>
<tr>
<td>a)</td>
<td><strong>1st year AMC price</strong></td>
</tr>
<tr>
<td></td>
<td>Free</td>
</tr>
<tr>
<td>b)</td>
<td><strong>2nd year to 20th year per year</strong></td>
</tr>
<tr>
<td></td>
<td>01 Per year</td>
</tr>
<tr>
<td>2</td>
<td><strong>TOTAL (SECTION II) (Rs.)</strong></td>
</tr>
</tbody>
</table>

**Special Notes:**

1* Prior to submission of your proposal, kindly carry out a detailed study of existing lifts, hoist way, pit & OH for civil dimension, door arrangement for suitability of your product.

2* Please ensure to maintain, during installation, the existing door centreline for minimum entrance modification.

3* Please ensure to consider & highlight the client’s scope of work in relation with the existing site conditions.
### Electrical works: - (Section -III)

#### Electric Work Including Materials and Labour Charges for lift installation works

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Particulars</th>
<th>Qty.</th>
<th>Rate (Rs.)</th>
<th>Amount (Rs.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Providing &amp; Fixing of MCB Distribution Board</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>25 AMP 4 Pole MCB = 1 no.</td>
<td></td>
<td></td>
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<tr>
<td></td>
<td>25 AMP 4 Pole 300ML RCCB = 1 no.</td>
<td></td>
<td></td>
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<tr>
<td></td>
<td>25 AMP 2 Pole RCCB = 1 no.</td>
<td></td>
<td></td>
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</tr>
<tr>
<td></td>
<td>16 AMP 2 Pole MCB = 1 no.</td>
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<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>6 AMP 2 Pole MCB = 1 no.</td>
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<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>4 Way Distribution Board with internal wiring</td>
<td></td>
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</tr>
<tr>
<td>2</td>
<td>Providing &amp; Laying 4 Sq. MM X 4 c Cable for main supply</td>
<td></td>
<td>130 SMT</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Providing &amp; Laying 2.5 Sq. MM X 2 c Cable for main supply &amp; hoist way lighting (in Mtr.)</td>
<td></td>
<td>130 SMT</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Prov. &amp; laying 8 gauge Copper Earthing 2 Nos.</td>
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<td>130 SMT</td>
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<tr>
<td>5</td>
<td>Providing &amp; fixing hoist way bulk head, Box switches with LED lamp (inNos.)</td>
<td></td>
<td>5 NOS.</td>
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<tr>
<td>6</td>
<td>Pit 2-way switch with Patti fitting and wiring</td>
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<td>01 NOS.</td>
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<tr>
<td>7</td>
<td>Providing &amp; fixing LED tube light set.</td>
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<td>2 NOS.</td>
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<tr>
<td>8</td>
<td>Wiring tube light point controlled by 6 Amp switches with Box</td>
<td></td>
<td>2 NOS.</td>
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<tr>
<td>9</td>
<td>Providing &amp; fixing copper earthing busbar</td>
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<td>1 NOS.</td>
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<tr>
<td>10</td>
<td>Cables termination with cable glands a) 4 Sq. mm x 4 C cable</td>
<td></td>
<td>1 NOS.</td>
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</tr>
<tr>
<td>11</td>
<td>Cables termination with cable glands a) 2.5 Sq. mm x 2 Ccable</td>
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<td>2 NOS.</td>
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<td><strong>TOTAL AMOUNT (Rs.)</strong></td>
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<tr>
<td>13</td>
<td><strong>TOTAL COST OF PER LIFT (SECTION III) (LIFT NO.2)</strong></td>
<td></td>
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</tr>
</tbody>
</table>

SEAL & SIGN OF CONTRACTOR