

निविदा दस्तावेज/TENDER DOCUMENT

Replacmeent of Exisitng Elevator with Gearless Technology, (08 Passenger Elevator) at Standard Building, Dr.D.N.Road, Fort, Mumbai

FOR



विज्ञापन की दिनांक/ Date of Advertisement	07-03-2022
प्रस्तुत करने की अंतिम दिनांक / Last Date of Submission	28-03-2022 by 15:00Hrs
बोली पूर्व मीटिंग Pre Bid Meeting	14-03-2022 by 11:00Hrs
खुलने की दिनांक Opening Date	तकनीकी बोली/Technical Bid : 28-03-2022 वित्तीय बोली: तकनीक रूप से अर्हता प्राप्त ठेकेदार को सूचित किया जाएगा/ Financial Bid: To be intimated to technically qualified Suppliers.
कार्य अवधि/Time Period of Work	कार्य आदेश प्रदान करने की दिनांक से 90 दिन 90 days from award of Work Order
बयाना जमा राशि/Earnest Money Deposit	Rs.10,000(Rupees Ten thousand Only) DD In favour of Central Bank Of India, Payable at Mumbai
निविदा दस्तावेज का मूल्य/Cost of Tender Document(गैर वापसी योग्य/Non Refundable)	रु./Rs.1000.00 (सेन्ट्रल बैंक ऑफ़ इंडिया के पक्ष में मांग ड्राफ्ट जो मुंबई पर देय हो/ DD In favour of Central Bank Of India, Payable at Mumbai
खुलने की दिनांक से निविदा की वैधता/Validity of Tender from the date of opening of Financial Bid.	90दिन/ days
प्रस्तुत किए जाने वाले दस्तावेज/ Documents to be provided	निविदा आमंत्रण सूचना के अनुसार/As per Notice Inviting Tender.
Independent External Monitor(IEM)	Mr Trivikram Nath Tiwari MAIL ID: - trivikramnt@yahoo.co.in Mr.Jagadip Narayan Singh MAIL ID: - jagadipsingh@yahoo.com
Email for Correspondence	gadmmzo@centralbank.co.in archmmzo@centralbank.co.in
संपर्क व्यक्ति का नाम /Contact person name	Mr.Budhi Prakasha Jatwa –Chief Manager - 9664485500 Mr V.Amarnath –Manager, Architect.-6303929013

प्रस्तुतकर्ता/SUBMITTED B Y:

ठेकेदार का नाम/NAME OF Vendor :

जीएसटी विवरण/GST DETAILS :

Mumbai Metropolitan Zonal Office, 346 Standard Building, Dr.D.N.Road, Fort, Mumbai-400023

Tel No: 022-22047229, 4034

Visit us at [http:// www.centralbankofindia.co.in](http://www.centralbankofindia.co.in)

निविदा आमंत्रण सूचना / NOTICE OF INVITATION TO TENDER

Sealed Tenders are invited by the Mumbai Metropolitan Zonal Office(MMZ), Central Bank of India for **Replacmeent of Exisitng Elevator with Gearless Technology,08 Passenger Elevator at Standard Building, Dr.D.N.RoadFort, Mumbai** under **2(Two) Bid** system i.e. **Technical Bid (Part-I) & Financial Bid (Part-II)** meeting the noted Pre-qualification criteria for carrying out the above work in accordance with the Bank's General Conditions of Contract, Special Terms & Conditions of Contract & Particular Terms & Conditions of Contract, Standard specifications, Extent of Work, Special Instructions to Bidders as appended on the subsequent page & Annexures.

मात्रता मानदंड/ **Eligibility Criteria:** जैसा कि निविदा दस्तावेज में दिया एवं वर्णित किया गया है/ As described and laid down in the tender documents

1. पूरा करने की अवधि/ **Time of Completion:**

90 days from the date of award of work order.

2. बयाना जमा राशि/ **Earnest Money/Tender Fees:** मुंबई पर देय एवं सेन्ट्रल बैंक ऑफ इंडिया के पक्ष में आहरित रेखांकित मांग ड्राफ्ट के द्वारा जैसा कि संबंधित पैकज में दिया गया है / As stated in the Tender Package by crossed Demand Draft payable at Mumbai and drawn in favour of Central Bank of India.

निविदा दस्तावेजों की उपलब्धता/Availability of Tender Docs : निविदा दस्तावेज www.centralbankofindia.co.in से डाउनलोड किए जा सकते हैं/ Tender package can be downloaded from www.centralbankofindia.co.in

3. निविदा दस्तावेजों की उपलब्धता/ Availability of Tender Document:दिनांक 07-03-2022 से दिनांक 28-03-2022/ From 07-03-2022 to 28-03-2022.

4. निविदा प्रस्तुत करने का समय एवं दिनांक /Time and date of Submission of tender:दिनांक 28-03-2022 को 15.00 बजे तक/ Up to 15.00 hrs. On 28-03-2022.

5. निविदा(लिफाफा-1) खोलने का समय एवं दिनांक Time and date of opening of tender (ENVELOPE-1): दिनांक 28-03-2022को सायं 15.30 बजे/ At 15.30 PM on 28-03-2022

6. निविदा (लिफाफा-2) खोलने का समय एवं दिनांक Time and date of opening of tender (ENVELOPE-2): तकनीकी योग्य बोलीदाताओं को सूचित किया जाएगा./To be intimated to Technically Qualified Bidders.

7. निविदा निम्न को संबोधित एवं प्रेषित किए जाएं/ **Tender to be addressed and submitted to:**

**The Asst.General Manager,
Central Bank of India /Mumbai Metropolitan Zonal Office,
346 Standard Building,Dr.D.N.Road,Fort,Mumbai -400023.**

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Terms & Conditions

1. Tenders shall be submitted in 2 Bids System. **Technical Bids** papers are attached herewith as Annexure "A" & "B".
2. The bidders are requested to inspect the site and get acquainted with the working conditions before quoting.
3. The bidders should fill the tender in the same manner as specified.
4. The work is to be carried out to the entire satisfaction of the Bank.
5. Technical Bid envelope should be with all the documents mentioned in the tender with DD/ Pay Order.
6. Tenders shall be submitted in 2 Bids system i.e. Technical Bid and Price Bid, in two separate envelopes superscribing "Technical Bid" & "Price Bid". EMD by way of Demand Draft for an amount of **Rs. 10,000.00/-** (Rupees Ten Thousand Only) as well as the non-refundable Tender fee of **Rs. 1,000/-** (Rupees Thousand Only) should also be enclosed in the envelope containing the **Technical Bid**. The two envelopes containing the Technical and Financial Bid should be put inside a third envelope, which should be sealed and superscribed as **"Replacement of Existing Elevator with Gearless Technology (08 Passenger Elevator) at Standard Building, Dr.D.N.RoadFort, Mumbai**

General Instructions

The Firms which are complying with the pre-qualification criteria detailed in these documents only are eligible to participate in this Tender.

1. Sealed Tenders are invited by Central Bank of India, Mumbai Metropolitan Zonal Office (MMZO), for **Replacement of Existing Elevator with Gearless Technology, (08 Passenger Elevator) at Standard Building, Dr.D.N.RoadFort, Mumbai** hereinafter known as the Company.
2. Scope of work involves completely dismantling the existing elevator, under taking the design based upon the parameters furnished and based on verification of actual site conditions, manufacture, testing at shop, supply, Installation, testing at site and commissioning the specified Elevator System, along with its allied works etc. which are fully described in the scope of work and technical specifications.
3. Tender documents consisting of specifications, schedule of quantities of various items of work to be done and the set of terms and conditions of Contract to be complied with by the Contractor whose Tender may be accepted can be downloaded from the company's website.
4. **The site of installations:** 346, Standard Building, Dr.D.N.Road, Fort, Mumbai-400023.
5. The Tender has to be submitted as such, **Two sealed envelopes** should always be placed in a

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single **third sealed cover**, with the name of the project super scribed on the envelope mentioning **“Replacmeent of Exisitng Elevator with Gearless Technology, (08 Passenger Elevator) at Standard Building, Dr.D.N.RoadFort, Mumbai ”**.Envelope containing Technical Bid is to be super scribed as “Technical Bid” and the envelope containing price bid should be super scribed as “Price Bid” as the case may be and submitted on or before the prescribed date and time as detailed below. The sealed Tenders are to be dropped in theTender Box kept at above address. Tenders shall be dropped in the Tender Box on or before: **28/03/2022 upto 15:00 Hrs.**

6. The Technical & Commercial bid will be opened in the said office on **28/03/2022 at 15:30 Hrs.** Incase, the date mentioned above happens to be a holiday, the tenders will be opened on the next Working day at the same time.The date of opening the price bid will be intimated subsequently only to such Bidders whose technical bids are found qualified as per the prequalification terms and conditions. The Tenderers are requested to be present during the opening of the Tender in their own interest.
7. The first envelope superscribed as ‘Technical Bid’ should be submitted in a sealed envelope Containing all the following details/Documents/enclosures:
 - i. All the schedules of the Tender document, Tender drawings if any, Elevator layout & technical details of the proposed Elevator with its components & all other attachments.
 - ii. Unpriced but signed blank copy of price bid indicating only quoted / not quoted in the relevant column (Rate/Amount column). This is to ascertain that the Tenderer has quoted against all relevant items in order. **If the priced bills of quantities are enclosed in the envelope containing Technical Bid then, the Tender will be disqualified and rejected summarily.**
 - iii. The technical features/brochures of the Elevator system and such other details/data required for the technical evaluation of the entire system offered. (It is essential that any technical information considered useful should be furnished at the first instance itself in this envelope and at latter date any additional or supplementary information shall not be entertained unless it is found necessary and sought by the Company in the form of written clarification to clear any pertinent doubts.

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- iv. **EARNEST MONEY DEPOSIT (EMD):** The Tender, (i.e. in the envelope containing the technical Bid) shall be accompanied by earnest money of Rs. 10,000.00 (Rupees Ten thousand only) by way of Demand Draft of a Scheduled Bank issued in favour of Central Bank of India and payable at Mumbai. No interest shall be payable on the Earnest Money Deposit. Tenders without Earnest Money shall be liable for rejection.
- v. Those who have downloaded the Tender form from the Company's web site has to pay Tender form cost of Rs 1,000/- by way of Demand Draft in favour of Central Bank of India, Payable at Mumbai and this Demand Draft has to be enclosed in Technical Bid.
- vi. It is the responsibility of the Tenderer to check any correction or any modifications published subsequently in Web Site and the same shall be taken into account while submitting the Tender. Tenderer shall take a printout of the Corrigendum (if any) and sign the same and should be attached to the main Tender document. Tender Documents unaccompanied by the published corrigendum will be liable for rejection. The Company will not be responsible for any postal delays/delay in downloading of Tender document from the Internet.
- vii. If any of the conditions of the Tender are not acceptable for Tenderer, it should be specially brought out in the covering letter accompanying the Tender Document and should not be altered in the Tender documents. No deviations, whatsoever to Company's standard Tender conditions will be accepted. (Conditional Tender will not be accepted).

SUBMISSION OF THE EMD / TENDER FORM COST IN THE PRICE BID ENVELOPE SHALL RENDER THE TENDER BEING REJECTED ON THE GROUNDS OF NON SUBMISSION OF THE EMD / TENDER COST.

- viii. The second envelope superscribed as "Price Bid" should be sealed and submitted on the same given date and time simultaneously along with Technical Bid. Non submission of the separately sealed Price Bid along with Technical Bid shall automatically render the entire Tender being rejected. The Price Bid envelope should contain 'Price Bid' duly filled in Bill of quantities (enclosed in the Tender document) with values written in both words and figures, and as detailed elsewhere in the Tender documents.

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- ix. The Contractors should quote in figures as well as in words the rate Tendered by them. The rates quoted shall be all inclusive rates for the item of work described, including materials, labour, tools & plant, carriage & transport, supervision, overheads & profits, mobilization, all taxes, insurance and other charges whatsoever including any anticipated or unanticipated difficulties etc. complete for proper execution of the work as per drawings and specifications and no claim whatsoever for any extra payment shall be maintainable. The Contractor, whose Tender is accepted will be required to furnish performance guarantee by way of initial security deposit for the due fulfilment of his Contract.
- x. The security Deposit shall be collected and repayable as detailed in General Conditions of the Contract
- xi. The EMD of the Contractor whose Tender is accepted, shall be forfeited in full in case he does not remit the Initial Security Deposit (EMD) within the stipulated period or start the work by the stipulated date mentioned in the award letter.
- xii. The acceptance of a Tender will rest with the Bank which does not bind itself to accept the lowest tender and reserves to itself the authority to reject any or all of the Tenders received without assigning any reason. Any Tenders in which any of the prescribed conditions are not fully filled or are incomplete in any respect are liable to be rejected. The Bank reserves the right to accept the Tender in full or in part and Tenderer shall have no claim for revision of rates/ other claims if his Tender is accepted in part.
- xiii. No corrections such as cuttings, interpolations, omissions and over-writings in the Tenders. However if any minor corrections such as cuttings, interpolations, omissions and over-writings shall be signed by the Tenderer.
- xiv. GST, works contract tax, vat or any other tax, any royalties, duties, levies, cess, entry tax, Octroi, profession tax, turnover tax, service tax, insurance or of like on material or finished work in respect of this Contract shall be payable by the Tenderer and the Bank will not entertain any claim whatsoever in respect of the same, and nothing extra shall be paid/reimbursed for the same subsequently.

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- xv. The Tender for the works shall remain open for acceptance for a period of 90 days from the date of opening of Tenders. If any Tenderer withdraws his Tender before the said period or makes any modifications in the terms and conditions of the Tender which are not acceptable to the Bank, then the Bank shall, without prejudice to any other right or remedy, be at liberty to forfeit full value of the earnest money as aforesaid.
- xvi. Further the Tenderer shall agree that until a formal agreement on stamp paper is prepared and signed, this Tender Document shall constitute a binding Contract between the Tenderer and the Bank.
- xvii. Tenderers are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their Tenders as to the nature of the site and dimensions, the means of access to the site, and obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their Tender.
- xviii. A Tenderer shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charges consequent on any misunderstanding or otherwise shall be allowed. Submission of a Tender by a Tenderer implies that he has read this notice and all other Contract documents and has made himself aware of the scope and specifications of the work to be done and local conditions and other factors having a bearing on the execution of the work.

8. Method of Evaluation of Tender:

- i. All the competitive Tenders shall be dropped in the Tender Box on or before the specified date and time. On the same day or on the other specified date & time in the event of any compelling circumstances, the Tenders will be opened in the presence of the available Tenderers.
- ii. Both the envelopes super scribed as "Technical Bid" and "Price Bid" will be simultaneously accepted, but the envelope super scribed as "Technical Bid " alone

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will be opened and details of EMD etc., shall be recorded, while the Price Bid shall be maintained in the safe custody of the Bank.

- iii. The evaluation will be based on the Pre-qualification criteria & technical specifications detailed in these documents, Tenders of the firms which meet the prequalification criteria and technical specifications will only be considered. After the above evaluation, if necessary after discussions with the Tenderers, such of those Tenderer found technically acceptable will be short listed and their envelope containing "Price Bid" shall be opened on a given date and time in the presence of the short listed Tenderers with prior notice to them. The Tenderers are expected to attend the Tender opening and their inability in participating will not in any way prevent the Bank undertaking the opening of the Bids.
- iv. **Comprehensive AMC (after the expiry of one year defect liability period)** is an essential part of this Tender. **The Supplier is required to provide prompt and effective after sales service, attend break down calls within the shortest possible time and carry out preventive maintenance work as per CPWD Manual.** Therefore the Tenderers / Contractors shall necessarily furnish the fair and reasonable AMC charges in the price Bid for 5 (Five) years after the expiry of warranty period or defect liability period whichever is greater. Quoted price of AMC will also be considered for price comparison (to decide L1) along with the cost of New Elevator and buy-back amount of existing Elevator. AMC shall be Comprehensive Maintenance Contract including cost all the items/ materials/components/spare parts of the Elevator system, batteries of the ARD, periodical routine check-up per month, attending to break down maintenance calls including repair/replacement of worn out items with minimum down time. Exclusions from AMC will be only electric lamps, bulbs of elevator car and ventilator fans of elevator car.
- v. A separate agreement for the Tendered Rates will be entered with the Tenderer for AMC towards the period after expiry of the warranty of newly installed lift.
- vi. In case of other unsuccessful Tenderers in the technical Bid evaluation, the sealed Price bid along with EMD shall be returned treating it individually. The Bank reserves

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the right to accept or reject any of the offers without assigning any reason and no dispute or negotiation will be entertained in this regard. The Bank's decision will be final in the matter.

- vii. The notice inviting Tender, general rules & instructions for the guidance of Tenderers shall form a part of the Contract document. The successful Tenderer/Contractor, on acceptance of his Tender by the Accepting Authority, shall, within 14 days from the stipulated date of start of the work sign on a stamp paper the Contract consisting of :-
- viii. Standard form of Agreement on stamp paper of value as specified in the statute.
- ix. Notice inviting Tender, all the documents including Tender drawings, if any, forming the Tender as issued at the time of invitation of Tender and acceptance thereof together with any correspondence leading thereto. General conditions, Schedules leading to Technical Specification, Special Conditions, Technical Brochures in schedules submitted by the Tenderer etc., Price Bid / Schedule of quantities, Bill of Quantities.
- x. The firms shall submit along with Tender the copies of all documents supporting their firm's compliance to the pre-qualification criteria. The Tenders will be evaluated based on the documents received along with Tender, and no correspondence will be entertained. The Tenders submitted by the firms without enclosing all the prescribed documents shall not be considered for evaluating their eligibility criteria. As such firms are advised to submit the required documents/information in complete shape.
- xi. A Tenderer shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charges consequent on any misunderstanding or otherwise shall be allowed. The Tenderer shall be responsible for arranging and maintaining at his own cost all materials, tools and plants, facilities for workers and all other services required for executing the work unless otherwise specifically provided for in the Contract documents. The successful Tenderer will not be entitled to any claim of compensation for difficulties faced or losses incurred on account of any site condition

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which existed before the commencement of work or which in the opinion of the Bank might be deemed to have reasonable inferred to be so existing before commencement of work.

- xii. Submission of a Tender by a Tenderer implies that he has read this notice and all other Contract documents and has made himself aware of the scope and specifications of the work to be done and other factors having a bearing on the execution, of the work.
- xiii. The Bank is not bound to accept the lowest or any other Tender and reserves to reject any or all the Tenders received without the assigning any reason.
- xiv. Any Tender in which any of the prescribed condition is not fulfilled or any condition including that of conditional rebate is put forth by the Tenderer shall be summarily rejected.
- xv. The Bank reserves the right to modify any of the pre-qualification criteria.
- xvi. Power of attorney as required under the rules for signing and submission of Tender documents is to be submitted along with the Tender. The Tenderer to sign all the pages of the Tender document at bottom right hand corner of every page of Tender document in token of acceptance of Tender conditions and for the purpose of identification.

ANNEXURE-A

PRE-QUALIFICATION CRITERIA

1. The item rate offers from intending and eligible **Original Equipment Manufacturers (OEMs) of passenger Lifts (Elevators)** bidders

M/s Mitsubishi

M/s Schindler

M/s OITS

M/s Kone

M/s ThyssenKrupp

are invited under in the prescribed forms and format only for Dismantling of Old Lift & Supply, Installation, Testing and commissioning of 1 Nos. Liftat 346, Standard Building, Dr.D.Road, Mumbai-40023 as described under scope of services in the bid document.

2. Bidder means the individual, proprietary firm, firm in partnership, limited company private or public or corporation. Joint Venture Firms / Companies are not eligible for participating in this bid.

3. Eligibility Criteria

- i. The Bidder should have following work experience during last seven (7) years ending Feb , 2022:
 - a. Three similar completed works each costing not less than 40% of the estimated cost of the work
- OR**

- b. Two similar completed works each costing not less than 60% of the estimated cost of the work
- OR**

- c. One similar completed works each costing not less than 80% of the estimated cost of the work

(Their completion certificate along with cost of the work, period and nature of work, performance duly signed by competent authority of the concerned department should be furnished)

Date : _____

SIGNATURE OF TENDERER

WITH RUBBER STAMP

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Annexure B

Details of Company owned Servicing Set-up in Mumbai.

1	Name of the Company /organisation with Address	
2	Year of Establishment	
a)	Status of Establishment (Proprietary/Partnership/Public/Private Company)	
b)	Place of Regional Office/Registered Office with Address, Telephone No. , Email,Website if any.	
c	Branch Office in Mumbai with Address, Telephone No. , Email,Website if any.	
4	Name of Chief Executive at Mumbai Office with complete contact details	
5	Name of the person in charge of Maintenance section at Mumbai Office with complete contact details.	
6	Name and Telephone/Mobile of maintenance persons during non-office hours and on holidays in case of emergency.	

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ANNEXURE-C

करार की शर्तें/ ARTICLES OF AGREEMENT

(सफल बोलीकर्ता द्वारा रु.200/- के गैर अदालती स्टाम्प पेपर पर निष्पादित किया जाए)

(On Rs.200/- non-judicial stamp paper by the successful bidder)

यह करार आज दिनांक 2020 दिन को सेन्ट्रल बैंक ऑफ इंडिया, एक निगमित निकाय है तथा बैंकिंग कंपनी अधिनियम(अभिग्रहण एवं स्थानान्तरण) 1970 के प्रावधानों के तहत गठित है, तथा जिसका मुख्यालय चंदरमुखी, नरीमन पॉइंट, मुंबई 400020 पर स्थित है (जिसे इसके पश्चात बैंक कहा जाएगा, जिस अभिव्यक्ति में जहां भी ऐसा संदर्भ आए उनके उत्तरधिकारी एवं समनुदेशिती भी शामिल होंगे) और दूसरी ओर मे. (ठेकेदार का नाम) जिसका पंजीकृत कार्यालय (ठेकेदार का पता) पर स्थित है (जिसे बाद में ठेकेदार कहा जाएगा, जिस अभिव्यक्ति में जहां भी ऐसा संदर्भ आए उनके उत्तरधिकारी एवं समनुदेशिती भी शामिल होंगे) के बीच निष्पादित किया गया है./This agreement is executed at Mumbai on this day of

2011 between Central Bank of India, a body corporate, constituted under the provision of Banking Companies (Acquisition & Transfer of Undertakings) Act. 1970, having its Head Office at Chandermukhi, Nariman Point, Mumbai – 400 021. (hereinafter referred to as the "Bank" which expression shall, unless it be repugnant to the context or meaning thereof, includes its successors and assigns) of the ONE PART and M/s (name of contractor), having its Registered office at (address of contractor. (Hereinafter referred to as the "Contractor", which expression shall, unless it be repugnant to the context or meaning thereof, includes its successors and assigns) of the OTHER PART.

जबकि बैंक (स्थल एवं कार्य का संक्षिप्त विवरण दें) कराने का इच्छुक है और इसलिए निविदाएं आमंत्रित की हैं. WHEREAS the Bank is desirous of carrying out the (brief description and address of work) and therefore has invited tenders.

और जबकि ठेकेदार ने (स्थल एवं कार्य का संक्षिप्त विवरण दें) के लिए निविदा प्रस्तुत की है जिसे बाद में कहा गया है और बैंक ने स्वीकार कर लिया है. /AND WHEREAS the contractor has submitted its tender for carrying out the (brief description and address of work) is hereinafter referred at as and the same was accepted by the Bank.

और जबकि ठेकेदार ने दिनांक ;;;;(निविदा की दिनांक) को निविदा प्रस्तुत की है जिसमें (कार्य का संक्षिप्त विवरण) करने का वर्णन किया गया है. साथ ही इसमें क्वांटिटी का मूल्य शिड्यूल, अनुबंध की सामान्य शर्तें, विशेष शर्तें, अतिरिक्त शर्तें इत्यादि, क्वांटिटी के मूल्य शिड्यूल में उल्लिखित संबद्ध दरें और कार्य आदेश के अनुसार अनिवार्य नियम और शर्तों का विवरण दिया गया है./AND WHEREAS the contractor has submitted the tender dated (date of tender) wherein the (brief description of the work) work to be done was also described as per priced schedule of quantities, along with the general condition of contract, special conditions, additional conditions etc., at the respective rates mentioned in the priced schedule of quantities and also as per the essential terms

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and conditions mentioned in the work order no. (Work order no. and date) issued by the Bank to the Contractor.

और जबकि बैंक ने ठेकेदार का क्वांटिटी का मूल्य शिड्यूल, अनुबंध की सामान्य शर्तें, विशेष शर्तें, अतिरिक्त शर्तें इत्यादि, क्वांटिटी के मूल्य शिड्यूल में उल्लिखित संबद्ध दरें और कार्य आदेश के अनुसार अनिवार्य नियम और शर्तों सहित (कार्य का संक्षिप्त विवरण) पूरा करने का प्रस्ताव स्वीकार कर लिया है.

AND WHEREAS Bank has also accepted the offer of the contractor to fulfil the (brief description of the work) work as agreed to in its tender dated wherein the work to be done was described as per priced schedule of quantities, along with the general conditions of contract, special conditions, additional conditions etc., at the respective rates mentioned in the priced schedule of quantities, and as per the work order no.

अब यह करार निम्नानुसार किया जाता है/NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

ठेकेदार एतद्वारा इस बात के लिए सहमत है कि वह (कार्य का संक्षिप्त विवरण) दिनांक (निविदा की दिनांक) की निविदा के अनुसार जिसकी प्रति संलग्न है, इस करार का एक खंड होगा, जिसमें क्वांटिटी के मूल्य शिड्यूल के साथ अनुबंध की सामान्य, विशेष, अतिरिक्त शर्तें इत्यादि , क्वांटिटी के मूल्य शिड्यूल में उल्लिखित संबद्ध दरें और कार्य आदेश(कार्य आदेश संख्या एवं दिनांक) के अनुसार अनिवार्य नियम और शर्तों जिसकी प्रति संलग्न है एवं इस करार का एक खंड है के अनुसार कार्य करेगा.

The contractor hereby agrees that it shall execute the (brief description of the work) work as per the tender dated (date of tender) copy whereof is enclosed and the same shall form part and parcel of this agreement, wherein work to be done was described as per priced schedule of quantities, along with the general conditions of contract, special conditions, additional conditions etc, at the respective rates mentioned in the priced schedule of quantities, and also as per the essential terms and conditions mentioned in the work order no. (Work order no. and date) copy whereof in enclosed and the same shall form part and parcel of this agreement.

1. बैंक एतद्वारा ठेकेदार को ऐसी राशि जो निम्नानुसार समय और निविदा दिनांक साथ ही बैंक द्वारा जारी कार्य आदेश में उल्लिखित नियम और शर्तों के अनुसार देय होंगी का भुगतान करने के लिए सहमत है. /The Bank hereby agrees to pay to the contractor such sums as shall become payable hereunder at the time and in the manner specified in the tender dated and also as per the essential terms and conditions mentioned in the work order no. issued by the Bank to the contractor.
2. ठेकेदार ने करार के निष्पादन के लिए रु. (आइएसडी राशि) (आईएसडी राशि शब्दों में) ने बतौर प्रारंभिक प्रतिभूति के रूप में जमा किए हैं और बैंक इसकी पावती देता है./The Contractor has deposited Rs. (ISD amount) (Rupees (ISD amount in words) Only) with the Bank as Initial security deposit for due performance of the agreement, and the Bank hereby acknowledge the same.
3. इसके आगे पैरा 5 में निर्दिष्ट के अधीन दोनों पक्ष दिनांक (निविदा की दिनांक) की निविदा में उल्लिखित नियम और शर्तों (जैसा कि इस करार में उल्लिखित किया गया है) साथ ही बैंक द्वारा ठेकेदार को जारी कार्य आदेश में उल्लिखित नियम और शर्त (कार्य आदेश सं. एवं दिनांक) के

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अनुपालन के लिए सहमत हैं. / Subject to what is stated in para 5 hereinafter, both the parties hereby agree to abide by and submit themselves to the terms and conditions and also stipulations as mentioned in the tender dated (date of tender) (as mentioned by this agreement) and also as per the terms and conditions mentioned in the work order no. (Work order no. and date) issued by the Bank to the Contractor.

4. नियम और शर्तों में उल्लेख एवं शर्तों के बावजूद भी i) मध्यस्थ की नियुक्ति एवं मध्यस्थ कार्यवाई का संचालन और ii) न्यायालय के अधिकार क्षेत्र जैसा कि दिनांक (निविदा की दिनांक) की निविदा में उल्लिखित किया गया है; दोनों पक्ष इस तरह से सहमत हैं कि :/ Notwithstanding what is stated in terms and conditions and also stipulations [as to i) appointment of arbitrator and conducting the arbitration proceedings, and ii) the jurisdiction of Courts] as mentioned in tender dated (date of tender) both the parties hereby agrees that:

a) मध्यस्थ की नियुक्ति और मध्यस्थ कार्यवाई संचालन मध्यस्थता और सुलह अधिनियम, 1996 के प्रावधानों से नियंत्रित होगी.

The appointment of Arbitrator/s & conducting the arbitration proceedings shall be governed by the provisions of Arbitration and Conciliation Act, 1996, and

b) कोई भी विवाद/मतभेद में निर्णय के लिए सिर्फ मुंबई के न्यायालय को अधिकार होगा.

Any dispute/differences, if any, shall be deemed to have arisen and only courts in Mumbai shall have exclusive jurisdiction to try and determine the same.

5. इस अनुबंध के सभी भागों को हमारे द्वारा पढ़ लिया गया है तथा पूरी तरह से समझ लिया गया है व हमारे द्वारा हस्ताक्षरित किया गया है./The several parts of this contract have been read to us and fully understood and signed by us.

6. यह करार (कार्य आदेश/ कार्य प्रारंभ होने की दिनांक) से लागू माना जाएगा. / This agreement is deemed to have come into force on (date of work order/commencement date).

साक्षी स्वरूप ठेकेदार एवं बैंक ने उपर्युक्तानुसार उल्लिखित दिन, माह एवं वर्ष को अपने हस्ताक्षर किए हैं. WITNESS WHEREOF THE CONTRACTOR AND THE BANK HAVE AFFIXED THEIR RESPECTIVE SIGNATURES ON THE DAY, MONTH AND YEAR FIRST MENTIONED ABOVE.

श्री जो इसके नियुक्त एटॉर्नी हैं के

हस्ते सेन्ट्रल बैंक ऑफ इंडिया द्वारा

निम्न की उपस्थिति में हस्ताक्षरित एवं

सुपुर्द किया

गया

Signed and delivered by Central

Bank of India by the hands of
Shri.

] सेन्ट्रल बैंक ऑफ इंडिया की ओर से

For and on behalf of Central Bank of India

]

]

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It's constituted Attorney, in the]
Presence of;

1)]

2)]

]
मोहर सहित (कॉमन सील लगाकर)
हस्ताक्षरित एवं निम्न के द्वारा सुपुर्द किया
गया / Signed sealed (with common]
seal) and delivered by

]
मे. (फर्म का नाम) इसके प्राधिकृत हस्ताक्षरी
के माध्यम से/M/s (Name of the firm),
through It's authorized Signatory]
श्री/Shri.

] ()

निम्न क उपस्थिति में
In the presence of:

] प्राधिकृत हस्ताक्षरी/ Authorized Signatory

1)]

2)]

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GENERAL

1 Processsing the Tender Dcouement

- 1.1 The Envelope containing technical bids would be opened by the Committee. In case the cover 'A' does not contain a Pay Order/Demand Draft towards Earnest Money Deposit and Tender Fee, their offer would be rejected.
- 1.2 Each and Every aspect of the Technical specifications/configurations would be discussed with the representatives of the short-listed vednors by the Bank. The specifications in minute detail would be discussed and the final technical Specifications/Configuration would be frozen. The Pre-Bid Meeting will be held at the Office of Asst. General Manager, Mumbai MetroPolitan Zonal office, 1st Floor, 346, Standard Building, Dr. D.N. Road, Fort, Mumbai-400023.
- 1.3 Any commercial bid incomplete in any respect would not be considered.
- 1.4 The vendors are requested to ensure the inspection of site by their representatives.

2 ROYALTIES AND PATENTS:

Any royalties or patents or the charges for the use or infringement thereof that may be involved in the contract shall be included in the price. Bidders shall protect the Company against any claims thereof.

3 AGREEMENT :

The successful bidder shall enter into a detailed Agreement for the above mentioned work, with the company.

4 The Technical Bid Should contain the following Documents :

- a) EMD
- b) Tender Fee
- c) All the documents mentioned in the tender.

5 PAYMENT TERMS :

- a) 30% on delivery of all the materials at site and submission of proof of delivery/delivery challan.
- b) 70% on satisfactory installation and commissioning and successful installation will include handing over to the Bank along with PWD License.
- c) All the expenses towards liscense procedures would be borne by Bank. The vendor should facilitate in obtaining the liscense.
- d) **Final Payment:** The Tenderer shall submit the final bill in the same manner as specified in interim bills within one month of physical completion of the work or within 15 days of the date of the final certificate of completion furnished by the Engineer-in-Charge whichever is earlier. No further claims shall be made by the Tenderer after submission of the final bill or on acceptance of the final payment and these shall be deemed to have been waived and extinguished. **The final payment is subject to deduction of Total Security Deposit to be retained during the defect liability period and other statutory taxes at source as described in the condition of contract.**

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6 GOVERNMENT AND LOCAL RULES :

The Contractor shall conform to the provisions of all local bye-laws and acts relating to the work and to the regulations etc. of the Government and Local Authorities and of any Company whose system and design is proposed to be connected / utilised. The cost, if any, shall be deemed to have been included in his quoted rates, taking into account all liabilities and shall indemnify the Bank against such liabilities and shall defend all actions arising from such claims or liabilities.

7 TAXES AND DUTIES :

7.1 The Tenderers must include in their Tendered cost all duties royalties, cess and GST or like or any other taxes or local charges like octroi, entry tax etc. if applicable. No extra claim on this account will in any case be entertained. However, pursuant to the Constitution, if any further new tax, royalties cess or levy is imposed by Statute, and any Central Excise Duty by the Central Government on the Main Equipment and not on any type of sub-components or material involved in its manufacture or on installation materials like ducting, insulations, piping or electrical cabling, its switch gears etc., after the date of receipt of Tenders, and the contractor there upon necessarily and properly pays such taxes / levies the Contractor shall be reimbursed the amount so paid, provided such payments, if any, is not, in the opinion of the Bank (whose decision shall be final and binding on the Contractor) attributable to delay in execution of work within the control of the Contractor. Bank and shall be binding on the Contractor even without the claim by the Bank.

7.2 The Contractor shall keep necessary books of accounts and other documents for the purpose of this condition as may be necessary and shall allow inspection of the same by a duly authorised representative of the Bank and / or the Engineer-in-charge and further shall furnish such other information / document as the Bank may require from time to time.

7.3 The Contractor shall, within a period of 30 days of the imposition of any such further tax / levies, described above, give a written notice to the Bank that the same is given to pursuant to this condition, together with all necessary information relating thereto.

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8 EARNEST MONEY, INITIAL SECURITY DEPOSIT, RETENTION MONEY & TOTAL SECURITY DEPOSIT

8.1 Earnest Money Deposit: The Tenderer will have to deposit the specified amount of earnest money as detailed in the notice inviting Tender at the time of submission of Tender. No interest will be paid on the earnest money. The earnest money of unsuccessful Tenderers will be refunded without any interest soon after the decision to award the work is taken or after the expiry of the validity period of the Tender. In case of successful bidder, the EMD will be adjusted towards the total security deposit.

8.2 **Retention Money:** A sum 5% (five Percent) of the Gross Value of each interim/final bill shall be deducted as retention money.

8.3 Total Security Deposit (TSD) : The EMD and Retention Money will form the Total Security Deposit.

8.4 **Repayment of Total Security Deposit (TSD) :** This amount will be refunded to the contractor as detailed below :

50 % of the TSD will be refunded to the Contractor/Tenderer subject to the following conditions:

- a) Issue of Virtual Completion Certificate by the Bank's engineer-in-charge or Department –in-Charge.
- b) Contractor should remove all their materials, equipments, labour force etc. from the site.
- c) Contractor Should have completed all the necessary testing, complied with the inspection remarks & its rectifications if any, submission of all the required particulars, completion drawings, manual of operation & maintenance, relevant lift license, all approvals, test certificates and such other particulars.
- d) The remaining 50% of the TSD shall be refunded after the end of Defect Liability Period of one year provided the Contractor has satisfactorily carried out all the works and attended to all defects in accordance with conditions of the Contract. No interest is allowed on retention money. Contractor has the option to provide Company Guarantee as per Bank's format in lieu of cash retention.

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9 CONTRACTOR TO PROVIDE EVERY THING NECESSARY

9.1 The Tenderer shall take full responsibility for adequacy, suitability and safety of all the design, works and methods of design / installation.

9.2 The Bank shall on no account be responsible for the expenses incurred by the Contractor during the progress of work at site, towards any incidental expenditure like medical amenities to the workers at site, security arrangements. The Bank shall not be responsible for the safety of the workers at site either on account of the works executed by the Contractor or on account of the works executed by any other agency involved at that time.

9.3 The Bank on no account shall be responsible for storage of materials or loss or pilferage or theft either in respect of the material stored or material already billed and paid for by the Bank.

9.4 Any facilities available at site shall be utilised only with prior permission of the Bank and it should not be taken as granted for availing such services.

10 TIME OF COMPLETION ,EXTENSION OF TIME :

10.1 Time of Completion: The entire work is to be completed in all respects within the stipulated period of Three months. The work shall be deemed to commence within 14 days from the date of acceptance letter/date of work order. Time is the essence of the Contract and shall be strictly observed by the Contractor. The work shall not be considered as complete until the Bank have certified in writing that the work has been virtually completed and defect liability period one year shall commence from the date of such certificate.

10.2 Extension of Time: The time allowed for execution of the Works by the Contractor as specified or the extended time in accordance with these conditions shall be the essence of the Contract. If the Contractor commits default in the execution of the work as aforesaid, the Bank shall without prejudice to any other right or remedy available in law is at liberty to forfeit the earnest money absolutely.

Request for extension of time, to be eligible for consideration, shall be made by the Contractor to the accepting authority in writing within fourteen days of the happening of the event causing delay. The Contractor shall also, if practicable, indicate in such a request the total period for which extension is desired, overlapping period, if any, with earlier events causing delays.

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In such case the authority may give a fair and reasonable extension of time for completion of work. Such extension shall be communicated to the Contractor by the Bank in writing. Non application by the Contractor for extension of time shall not be a bar for giving a fair and reasonable extension by the Bank and this shall be binding on the Contractor.

The decision of the Bank for an extension of time for completion hereunder (which decision shall be final and binding on the Contractor) shall be promulgated on completion of the work or at the conclusion of such events based on which the extension of time was sought by the Contractor, and the Bank shall then, in the event of an extension being granted, determine and declare the final completion date. The provision in clause with respect to payment of Liquidated Damages shall, in such case, be read and construed as if the extended date fixed by the Bank were substituted for and the damage shall be deducted accordingly.

11 TOOLS, STORAGE OF MATERIALS, PROTECTIVE WORKS: The Contractor shall make use of existing facilities with due permission of the Bank for Storage of materials at site, but watch & ward arrangements for the safety of materials shall be the responsibility of the Contractor.

12 Labour Legislation :

- a) The Tenderer shall comply with the provisions of the Apprentices Act 1961, payment of Wages Act 1936, Minimum Wages Act 1948, Employees Liability Act 1938, Workmen's Compensation Act 1923, Industrial Disputes Act 1947, Maternity Benefits Act 1961, and the Contract Labour (Regulation and Abolition) Act 1970, Provident Fund Act or the modifications thereof or any other laws relating thereto and the rules made there under from time to time.
- b) The Tenderer shall indemnify and keep indemnified the Bank against payments to be made under and for the observance of the laws aforesaid and the Contractors' Labour Regulations without prejudice to his right to claim indemnify from his sub-contractors. The laws aforesaid shall be deemed to be a part of this contract and any breach thereof shall be deemed to be a breach of this contract.
- c) The Tenderer shall at his own expense arrange for all the safety provisions for the safety of all workers and employees directly or indirectly employed on the work by the Tenderer or his Sub-Contractors.
- d) The Tenderer shall be fully responsible at his own expenses for compliance all the labour regulations and rules to be observed by him and his sub-contractors. The

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Tenderer shall fully indemnify the Bank against any action by the state and/or Central Government for any default or alleged default by the Tenderer, Sub-contractor for violation of any of such rules and regulations. If, due to any default of the Tenderer or his sub-contractors, the Bank has to incur any expenditure for compliance of the rules and regulations or for any other reason connected with such default, the Bank shall be entitled to recover from the Tenderer all such expenditure in full from any payment due to the Tenderer.

13. DAMAGE TO PERSONS AND PROPERTY INSURANCE ETC .

13.1 Damages to persons :

- i. The Tenderer shall be responsible for all injury to the work or to workmen, to persons, animals or things and for all damages to the structural and/or decorative part of property which may arise from the operations or neglect of himself or of any sub-contractor or of any of his or a sub- contractors employees, whether such injury or damage arise from carelessness, accident or any other cause whatsoever in any way connected with the carrying out of this Contract.
- ii. The Tenderer shall at his cost effect the insurance necessary and indemnify the Bank entirely from all responsibility in this respect. The scope of insurance is to include loss or damage to the work and workmen due to carelessness, accident including fire, earthquake, floods, all medical expenses, compensation to be borne in the event of accident etc., damage or loss to the Contract itself till this is made over a complete state. Insurance is compulsory and must be affected from the very initial stage and should cover the entire contract period till handing over of complete works. The Contractor shall also be responsible for anything which may be excluded from damage to any property arising out of incidents, negligence or defective carrying out of this Contract.
- iii. The Bank shall be at liberty and is hereby empowered to deduct the amount of any damages, compensations, costs, charges and expenses arising or occurring from or in respect of any such claim or damages from any sums due or to become due to the Contractor.

14. LIQUIDATED DAMAGES

14.1 If the Contractor fails to complete the work by the scheduled date of completion or within any sanctioned extended time, he/she will have to pay 0.5% of the accepted Tender amount per week as Liquidated Damages for each week beyond the schedule date of completion or the extended period of completion, works remaining incomplete. The maximum liquidated

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damages recoverable shall be 10.0 % of the accepted Tender amount.

14.2 The Bank shall have the right to adjust, / set-off against any sum payable to the Contractor under this or any other Contract with the Bank anywhere in India/outside India.

15. VARIATION /DEVIATION

The Tendered rates shall hold good for any variations in the Tendered quantities for legitimate completion of works as per original design on account of any modification in the bill of quantities. The discretion of purchasing/finalising the number of elevators shall remain with the Bank. As regards purchasing / finalising the number of elevators, the decision of the Bank shall be final.

16. DEFECT AFTER COMPLETION:

The contractor shall make good at his own cost and to the satisfaction of the Bank all effects, or other faults which may appear during the defect liability period.

In case of specialised work based on the contractor's own design and their standard manufacturing product incorporated in the works and in the event of the design of the system being defective or any components used found to be defective on account of manufacturing defects or otherwise forcing, any improvement thereof to be implemented or undertaken to rectify such inherent defects, notwithstanding additional cost of components or design modification, they shall be undertaken at contractor's own cost.

In default, the Bank may employ and pay other agency or persons to amend and make good such damages, losses and expenses consequent thereon or incidental thereto such expenses shall be made good and borne by the contractor failing which the same shall be recoverable from the payment due to the contractor and in the event of amount retained being insufficient, recover the balance from the contractor from the amount retained together with any expenses the Bank may have incurred in connection therewith.

17. SUSPENSION OF WORKS:

If the contractor persistently neglects to carry out his obligations under the contract and/or commits default in complying with any of the terms and conditions of the contract and does not remedy it or take effective steps to remedy it within 7 days after a notice in writing is given to him in that behalf by the Bank subject to other provisions contained, the Bank may

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without prejudice to his any other rights or remedy against the Tenderer in respect of any delay in commencing, completing the work may serve notice in writing absolutely determine and cancel the Contract.

18. SETTLEMENT OF DISPUTES:

It shall be an inseparable part of the contract that in matters regarding quality of materials, workmanship, removal or rejection of improper work, interpretation of the drawings and specifications, measurements of materials and/or items of work, mode of procedure and carrying out of the work, the decision of the Bank which shall be given in writing, shall be final, conclusive and binding on the Tenderer.

Upon receipt of such written instructions or decision, the Tenderer shall promptly proceed without delay to comply with such instructions or decisions. If the Employer fails to give his instructions or decision in writing within a period of two months after being requested or if the Tenderer is dissatisfied with the instructions or decision of the Employer, the Contractor may within 30 days appeal to the Deputy Zonal Manager, Mumbai MetroPolitan Zonal Office, who shall accord an opportunity to the Tenderer to be heard and to offer evidence in support of his appeal. If he is dissatisfied with this decision, the Tenderer shall within a period of thirty days from receipt of the decision shall indicate his intention to refer the dispute to Arbitration, failing which the said decision shall be final and conclusive and not referable to adjudication by the Arbitrator.

TECHNICAL SPECIFICATIONS

Product	As per Vednors Specification
Capacity(Kgs)	08 Passenger (540-600 Kgs)
Speed	1.00 mps
Rise	17 Meters Approx.
Stops	04 stops all opening on the same side
Controller Type	ACd-MRL
Drive	VF Regenerative-(Closed Loop)

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Power Supply	400/415 Volts (3 Phase AC)
Operation	Full Collective Operation
Car Group	Single Car
Machine	Gearless (Located inside shaft)
Traction Media	Flat Coated Steel Belt.
Car finish	All panels in Stainless Steel.
False Ceiling Type	As per Vednors Specification
Ventilation	Cross Flow Fan
Handrails	Stainless Steel
Flooring	To be provided by Client(Required rise/depth to be provided ranging from 20-25mm)
Car Door finish	Stainless Steel
Landing Door Finish at all levels	Stainless Steel
Exisitng PIT depth	1600mm
Over Head exisitng	3800mm
Hoistway existing	2200mmx1400mm
Car Dimensions	To meet the exisitng pit
Car and Hositway Door Type	Auto Center
Door Opening	800mm X 2000 mm +/- 5% as per site/make.
COP	Gien Buttons in Stainless steel
CAR Postion indicator	LCD display inside and all landings.

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Hall fixture Face Plate	Stainless Steel
Hall Button Arrangement	PAN type fixtures.
Others	Anti-Nuisance Car Call Protection,overload device,Door nudging operation,emergency call light unit,Infrared curtain Door Protection,Door Time Protection,Emergency Alarm Button,Door Open/close Button,Manual Rescue Operation,Belt inspection Drive,Auto Fan cut off ,three way intercom etc.
<p>The existing lift has to be dismantled and carted away the buy back value is included in the financial bid.</p> <p>All Civil works as required on site would be done by Bank to facilitate the installation of the new elevator.</p>	

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