



SBI INFRA MANAGEMENT SOLUTIONS PVT. LTD.

(A Wholly Owned Subsidiary of SBI)

HEAD OFFICE, GROUND FLOOR, RAHEJA CHAMBERS,
FREE PRESS JOURNAL MARG, NARIMAN POINT, MUMBAI-21

TENDER FOR DESIGN, SUPPLY, INSTALLATION OF 8 PASSENGER, 2 NOS. LIFTS AT MAKER KUNDAN GARDEN AT JUHUTARA ROAD, SANTACRUZ, MUMBAI

Note: SBIIMS approved Original Elevator Manufacturers (OEM's) who have received NIT from the Consultant / SBIIMS are only eligible to participate in this e- tender.

PART – I: TECHNICAL BID

Tender Ref. No: SBIIMS/HO/2018-19/LIFT/R3

TENDER SUBMITTED BY:

NAME OF VENDOR : _____

ADDRESS : _____

GSTIN NO : _____

DATE : _____



NOTICE INVITING TENDERS

SBI Infra Management Solutions Pvt. Ltd. (hereinafter mentioned SBIIMS), Ground Floor, Raheja Chambers, Free Press Journal Marg, Nariman Point, Mumbai – 400 021 on behalf of State Bank of India invites Sealed Tenders under two cover system (Cover I and Cover II) for Design, Supply, Installation of 8 Passenger, 2 Nos. lifts at Maker Kundan Garden at Juhutara road, Santacruz, Mumbai

The SBIIMS approved Original Elevator Manufacturers (OEM's) who have received NIT from the lift Consultant /SBIIMS are only eligible to participate in this e- tender.

S.No.	Type	Description
(i)	Name of work	Design, Supply, Installation of 8 Passenger, 2 Nos. lifts at Maker Kundan Garden at Juhutara road, Santacruz, Mumbai
(ii)	Nature of Work	Replacement of Lifts.
(iii)	List of Approved and Acceptable Make	(a) Otis Elevator Company India Limited (OTIS) (b) Kone Elevator India Private Limited (KONE) (c) Schindler India Private Limited (SCHINDLER) (d) ThyssenKrupp Elevator India Private Limited (THYSSENKRUPP) (e) Mitsubishi Elevators India Limited (MITSUBISHI) (f) Hitachi Lift India Private Limited (HITACHI) (g) Toshiba Johnson Elevator India Private Limited (TOSHIBA) (h) Johnson Lifts India Ltd.(JOHNSON)
(iv)	Time allowed for completion	32 Weeks (16 weeks material supply, 8weeks 1 st lift, next 8weeks 2 nd lift installation)
(v)	Earnest Money Deposit	Rs.44,000.00 (Rupees Forty Four Thousand Only)
(vi)	Cost of Tender document cum Tender Processing Fee (Non-refundable)	Rs. 10,000/- (Rupees Ten Thousand Only)
(vii)	Mode of Payment for Item No. (v) and (vi) above	By Demand Draft / Pay Order from any Scheduled Bank drawn in favour of SBI Infra Management Solutions Pvt. Ltd. (hereinafter mentioned SBIIMS) payable at Mumbai.
(viii)	Date of issue of tender documents form the Bank's / service provider's website.	28.07.2018 to 11.08.2018 from Bank's website www.sbi.co.in <Link> Procurement News.
(ix)	Last date and time for submission of written queries for clarification in Pre-bid meeting.	upto 12.00 Noon on 14.08.2018
(x)	Pre-Bid Meeting	At 3.00 PM on 09.08.2018 at address mentioned in point no. (xiii) below. <u>(Only written queries submitted by the bidders till stipulated date and time shall be discussed and clarified in the meeting)</u>

Signature of the Bidder with Company Seal



(xi)	Date of posting of clarifications on the Bidder's queries.	10.08.2018
(xii)	<p>Last date, time and Mode of submission of sealed Technical Bid (cover-1) document along with EMD, Cost of tender document cum processing Fee and other documents as specified in the tender.</p> <p>Price bid (Cover-2): duly filled and signed price bid shall be submitted. No conditions accepted in price bid.</p>	<p>.....The signed and stamped copy of <u>Technical bid Cover-1</u>) along with all documents mentioned in Clause 7.3 of "Instruction to the bidder" in sealed envelope should reach to us on or before 14.08.2018 up to 01:00 PM.</p> <p>Note: It is sole responsibility of the bidder to ensure submission of their bid by stipulated date and time at specified address. The SBIIMS Pvt. Ltd. shall not entertain bids received late due to any delay on account of delivery by the courier agency/speed post or any other mode for the reasons whatsoever.</p>
(xiii)	Address for submission and opening of Technical bid.	The M.D.& CEO, SBI Infra Management Solutions Pvt. Ltd., Ground Floor, Raheja Chambers, Free Press Journal Marg, Nariman Point, Mumbai-21.
(xiv)	Date and Time of opening of Technical Bid	14.08.2018 by 3.30 PM
(xv)	Opening of price bid	14.08.2018 . If any queries stipulated in the technical bid, then the date of opening of price bid will be intimated.

SBIIMS reserves their right to accept or reject any or all tenders either in parts or whole without assigning any reason(s) for doing so and no claim /correspondence shall be entertained in this regard.

Yours Faithfully,

**Asst. Vice President
For SBI Infra Management Solutions Pvt. Ltd.**



ARTICLES OF AGREEMENT

This AGREEMENT is made at on this day of between State Bank of India, a statutory body established under Incorporated under the State Bank of India Act, 1955, having its Head Office at Nariman Point, Mumbai, represented by its authorized officer of SBI (hereinafter called "the Employer") on the one part and M/s _____ (proprietorship/partnership firm/Company), incorporated under the provisions of the Companies Act and having its registered office at _____ (hereinafter called "the Vendor") represented by Shri who is authorized to enter this agreement by its Board of Directors on the other part.

AND WHEREAS the Employer has intention of engaging a OEM of approved Brand / Manufactures of lift provider for Design, Supply, Installation of 8 Passenger, 2 Nos. lifts at Maker Kundan Garden at Juhutara road, Santacruz, Mumbai AND WHEREAS the Employer had called for tenders from eligible Vendors for the proposed work. as indicated in the scope of work and other documents attached to the tender.

AND WHEREAS the Vendor and others submitted the tenders and the Employer has awarded the contract relating to Design, Supply, Installation of 8 Passenger, 2 Nos. lifts at Maker Kundan Garden at Juhutara road, Santacruz, Mumbai as stated in the scope of work attached to the Tender Document to the Vendor.

AND WHEREAS both the parties to this agreement are desirous of recording the terms and conditions upon which the said services are to be rendered by the Vendor.

NOW IT IS HEREBY AGREED AS FOLLOWS:

- 1) In consideration of the said Contract Amount to be paid at the times and in the manner set forth in the said Conditions, the Contractor shall upon and subject to the said Conditions execute and complete the work shown upon the said Drawings and described in the said Specifications and the priced Schedule of Quantities.
- 2) The Employer shall pay to the Contractor the said Contract Amount, or such other sum as shall become payable, at the times and in the manner specified in the said Conditions.
- 3) The said Conditions and Appendix thereto shall be read and construed as forming part of this Agreement, and the parties hereto shall respectively abide by submit themselves to the said Conditions and perform the Agreements on their part respectively in the said Conditions contained.
- 4) The Plans, Agreements and Documents mentioned herein shall form the basis of this Contract.
- 5) This Contract is neither a fixed lump-sum contract nor a piece work contract but a contract to carry out the work as per enclosed schedule of Items and to be paid for according to actual measured quantities at the rates contained in the Schedule of Quantities or as provided in the said Conditions and approved by the SBIIMS.
- 6) The Contractor shall afford every reasonable facility for the carrying out of all works relating to Installation of new passenger/Freight lift in the manner laid down in the said Conditions, and shall make good any damages done to walls, floors, etc. after the completion of his work.

Signature of the Bidder with Company Seal



- 7) The Employer reserves to itself the right of altering the drawings and nature of the work by adding to or omitting any items of work or having portions of the same carried out without prejudice to this Contract.
- 8) Time shall be considered as the essence of this Contract and the Contractor hereby agrees to commence the work immediately after the date of issue of formal work order as provided for in the said Conditions or execution of the agreement, whichever is later and to complete the entire work within 32 weeks subject to nevertheless the provisions for extension of time, contained at Clause 17.3 of SCC.
- 9) All payments by the Employer under this Contract will be made by State Bank of India.
- 10) All disputes arising out of or in any way connected with this Agreement shall be deemed to have arisen at Mumbai and only the Courts in Mumbai shall have jurisdiction to determine the same.
- 11) That the several parts of this Contract have been read by the Contractor and fully understood by the Contractor.

IN WITNESS WHEREOF THE EMPLOYER and the Contractor have set their respective hands to these presents and two duplicates hereof the day and year first hereinabove written.

SIGNATURE CLAUSE

SIGNED AND DELIVERED by the

_____ By the
(Employer)

hand of Shri _____

(Name and Designation)

(Signature of Employer)

In the presence of :

1) Shri / Smt. _____

(Signature of Witness)

Address _____

(Witness)

SIGNED AND DELIVERED by the

_____ by the
(Contractor)

(Signature of Contractors)

in the presence of :

Shri / Smt. _____

(Signature of Witness)

Address _____

(Witness)

Signature of the Bidder with Company Seal



INSTRUCTION TO THE BIDDER

1.0 NAME OF WORK

Design, Supply, Installation of 8 Passenger, 2 Nos. lifts at Maker Kundan Garden at Juhutara road, Santacruz, Mumbai

2.0 INVITATION OF BIDS

SBIIMS Sealed Tenders under two cover system (Cover I and Cover II) from the approved Original Elevator Manufacturers (OEM's) who have received NIT from the Lift Consultant/ SBIIMS are only eligible to participate in this e- tender.

3.0 REGISTRATION OF BIDDERS

4.0 DOWNLOADING BID DOCUMENTS FROM THE WEB SITE

The Bidder may download Tender Document from SBI website <https://bank.sbi> under "Procurement News" Link. Bidder must keep track of any corrigendum and/ or addendum or any change in the schedule or any other relevant information issued in respect of the subject tender by SBIIMS.

5.0 AMENDMENT TO BID DOCUMENTS

At any time prior to the deadline for submission of Bids, SBIIMS may, for any reason, whether at its own initiative or in response to a clarification sought by any prospective bidder, modify the bidding documents by amendment / addendum/corrigendum.

The corrigendum/amendment will be issued /published in website <https://bank.sbi> <procurement news> only. Bidders shall be solely responsible to check the web site for the amendment issued in shape of Corrigendum and/or Addendum up to last date of submission of bid.

6.0 CLARIFICATION ON BIDS

To assist in the examination, evaluation and comparison of the technical bids, SBIIMS may, at its discretion, ask the Bidder for a clarification on its Bid. No change in price of the Bid shall be sought, offered or permitted. If required, SBIIMS reserves the right to ask the bidders to submit supplementary documents to support the documents already submitted by the bidder.

SBIIMS reserves the right to conduct joint post bid discussion after opening the technical bids, for clarification on technical bid and may amend the technical bid requirements so as to bring all the bidders on to a common platform and any amendment shall be available on Bank's website <https://bank.sbi> <procurement news>.

7.0 SUBMISSION OF BIDS

The sealed Technical bid (Part-1) and online indicative price bid will have submitted within the time specified on the following manner:-

(a) Technical Bid:

- 7.1 The Tender i.e. Part 1 shall be prepared and submitted in sealed envelope clearly indicating on the covers "Part I – Technical and Commercial Bid. The covers shall be super scribed "Tender for Design, Supply, Installation of 8 Passenger, 2 Nos. lifts at Maker Kundan Garden at Juhutara road, Santacruz, Mumbai" addressed to The Managing Director & CEO, SBIIMS Private Limited, Raheja Chambers, Free Press Journal Marg, Nariman Point, Mumbai-400021. Telegraphic, Fax and E-mail tenders shall 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

Signature of the Bidder with Company Seal



envelope. Insertions, post scripts, 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 attachments / enclosures / annexures.

7.2 The signed and stamped original of the complete Technical bid with all supporting documents in sealed envelope to be deposited in the 'Tender Box' kept at the office, Raheja Chambers, Ground Floor, Free Press Journal Marg, Nariman Point, Mumbai-400021, within the stipulated time / date. No tender will be accepted after 01:00 PM on 14/08/2018 under any circumstances whatsoever.

7.3 The **sealed Technical Bid (Part I)** of the tender as submitted shall also contain the following:

- i) The Non-refundable tender processing fee of Rs.10,000/- (Rupees Ten Thousand Only) in the form of Banker's Cheque / Demand Draft Issued by Any Nationalized / Scheduled Bank Favoring " SBI Infra Management Solutions Pvt. Ltd." Payable at Mumbai, which is to be submitted along with the Technical Bid in a separate envelope super scribing "Tender Processing Fees".
- ii) Earnest Money Deposit (EMD) of Rs. 44,000.00 (Rupees Forty Four Thousand Only) in form of Demand Draft in favour of SBI Infra Management Solutions Private Limited payable at Mumbai, issued by a scheduled Bank in India.
- iii) Power of Attorney/authorization with the seal of the company/firm in the name of the person signing the tender documents.
- iv) Tenderer shall indicate their service set up details in Mumbai from where the proposed lifts will be serviced. The details shall include number of technical personnel, phone / mobile numbers and addresses for contact / lodging of service requests and also the details of emergency service /after / before office hours available.
- v) Authorization letter mentioning the name of the representative having Digital Certificate Signature (DSC) valid for 3 months for participation in e-tender and e-reverse auction.
- vi) Copies of various annexures (from Annexure 1 to 15) duly filled and signed.
- vii) Customer satisfaction report as defined in Clause 4.1 of SCC.

Technical bids not accompanied with anyone or more documents mentioned above may be summarily disqualified.

(b) Price Bid (part-II):

7.4 Price bid: duly filled and signed price bid shall be submitted. Only the price bids of the bidders who qualified in technical bid will be opened. The price bid will be opened on 06.08.2018. If any queries stipulated in the technical bid, then the date of opening of price bid will be intimated.

The rates as given in the schedule shall be quoted both in words and in figures. The bidder is required to check the prices/amount carefully before filling the financial bids.

7.5 The rates as given in the schedule shall be quoted both in words and in figures. The bidder is required to check the prices/amount carefully before filling the financial bids.

8.0 SUBMISSION OF EARNEST MONEY DEPOSIT (EMD)

The bidder will have to deposit EMD Rs 44,000/- (Rupees Forty Four Thousand Only) in the form of Demand Draft/Pay Order (PO) drawn on any Nationalized/Schedule bank in favour of "SBI Infra

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Management Solutions Pvt. Ltd. " payable at Mumbai. No interest shall be paid by SBIIMS/SBI.

9.0 PROOF OF EMD AND TENDER PROCESSING FEE

EMD and Tender Processing fee are essential with technical bid otherwise bid is liable to be rejected.

10.0 MANUAL PRICE BID

: duly filled and signed price bid shall be submitted. Only the price bids of the bidders who qualified in technical bid will be opened. The price bid will be opened on 20.08.2018..

11.0 MULTIPLE BIDS

Not more than one tender shall be submitted by one contractor or contractors having business relationship. Under no circumstance will father and his son(s) or other close relations who have business relationship with one another (i.e when one or more partner(s)/director(s) are common) be allowed to tender for the same contract as separate competitors. A breach of this condition will render the tenders of both parties liable for rejection.

12.0 OPENING OF TECHNICAL BIDS

Technical bids will be opened on 14.08.2018 at 3:30 PM in Presence of Tender Committee at our office mentioned below.

SBI Infra Management Solutions Pvt. Ltd.,
Ground Floor, Raheja Chambers,
Free Press Journal Marg,
Nariman Point,
Mumbai-400021.

13.0 FINANCIAL BID

- : duly filled and signed price bid shall be submitted. Only the price bids of the bidders who qualified in technical bid will be opened. The price bid will be opened on 06.08.2018. If any queries stipulated in the technical bid, then the date of opening of price bid will be intimated

14.0 VALIDITY OF BIDS

Tenders submitted by bidders shall remain valid for acceptance for a minimum period of Ninety (90) days from the date of final price discovery either through E-reverse auction or the opening of price bid, if any.

15.0 CONDITIONAL BIDS

Conditional bids would be summarily rejected.

16.0 RECEIPT OF SINGLE OR NO BIDS

In case no bid or single bid is received, or any other reason whatsoever, SBIIMS may at its sole discretion cancel the whole tendering process or extend the last date and time of submission of the bid.

17.0 PRE-BID MEETING

For any clarification on the Bidding Document, a pre-bid meeting will be held on **15.08.2018 at 03:00 PM** at SBIIMS Office at Nariman Point, Mumbai.

Only written queries submitted by the bidders till stipulated date and time shall be discussed and clarified in the meeting.

Signature of the Bidder with Company Seal



18.0 SUBMISSION OF DISCOUNT LETTER

Any separately submitted discount letter on the financial price shall not be considered by SBIIMS and shall be a ground for disqualification. Evaluation of financial bid shall be considered only on the quoted price in the financial bid submitted by the bidders.

19.0 CONTACT PERSON

In case of any query, you may contact any of the following officials by mail on arch_apro@yahoo.com / sbiims.ho@gmail.com

Shri. Ramesh Shenoy - Architect / Consultant - **26163137 / 26146829**
of M/S Architects Approach
Shri S. Krishnan , AVP (Electrical) - SBIIMS

20.0 EARNEST MONEY DEPOSIT (EMD)

Bidder should pay specified amount towards Earnest Money deposit as follows:

- Rs.44,000/- (Rupees Forty Four Thousand Only) in the form of Demand Draft/Pay Order drawn on any Nationalized /Schedule bank in favour of "SBI Infra Management Solutions Pvt Ltd." Payable at Mumbai.
- EMD will not carry any interest.
- EMD of unsuccessful bidders will be refunded within 30 days from the date of opening of price bid/ e-reverse auction.
- **The Earnest Money Deposit submitted by the bidder may be forfeited if,**
 - (a) Successful bidder fails to deposit security Deposit/ performance guarantee within the period specified in the tender.
 - (b) Successful bidder fails to execute an Agreement within specified time as per intimation/request of the SBIIMS,
 - (c) Successful Bidder withdraws his tender or backs out after acceptance,
 - (d) Bidder withdraws his tender before the expiry of validity period stipulated in the bidding document,
 - (e) Bidder violates any of the terms and conditions of the tender,
 - (f) Bidder revises any of the items quoted during the validity period,
 - (g) Bidder is found to have indulged in fraudulent practices in the bid submission process.

21.0 SITE INSPECTION

Before submission of offer, the bidders are advised to inspect the site of work and the environments and be well acquainted with the actual working and other prevalent conditions, facilities available, position of material and labour, means of transport and access to Site, accommodation, etc. No claim will be entertained later on the grounds of lack of knowledge of any of these conditions.

22.0 SCOPE OF WORK

Contractor's scope of the contract shall comprise of Design, Manufacture, providing equipment's, components, materials, labour, supervisory staff with infrastructure, Tools & Procedures, clean dry and damage free storage, steel scaffolding, consumables, testing, commissioning etc. required for completion of 8 Passenger, 2 Nos. lifts at Maker Kundan Garden at Juhutara road, Santacruz, Mumbai as per the contract Agreement and Free Comprehensive Maintenance for guarantee period of **One year after project completion.**
Contract Rates shall be deemed to be inclusive of all direct and indirect expenses

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required to be incurred as per this scope including but not restricted to the costs of the following.

- (a) Replacement: - Dismantling, design, manufacture, supply, installation, testing, commissioning and maintenance of Lifts as per Technical Parameters.
- (b) Removal of Dismantled Material: - All the dismantled material that is not being retained is redundant to SBIIMS & the contractor agrees to take the subject materials elsewhere for use if any to him. Salvage value to be considered by the successful bidder and the net price quoted shall take consideration of reduction on account of this material. This Salvage value is to be quoted separately.
- (c) All items that are replaced will need to be taken away from site within 07 days of its dismantling with prior information to SBIIMS/SBI with the complete list of such items. Salvage value for all such dismantled materials shall be quoted in the BOQ and net contract price arrived post reduction of the same.

Detailed Scope of Work shall be referred by the Contractor as per "Technical Specification for Gearless Passenger Lift "mentioned in the tender, Clause 3.0 of SCC and Annexure-14.

23.0 COMPLETION PERIOD

Complete work of both the sites shall be completed within Thirty Two (32) Weeks from the date of issue of Letter of Intent / Work order as per the following Schedule.

Sr.No	Activity	Tentative Time in weeks	
(a)	Date of Commencement	1	Date of receipt of work order. Which shall be maximum 7 days from the date of issue of work order letter considering fair and reasonable time by post.
(b)	Submission of layout drawing for all elevators	2	Weeks from date of commencement.
(c)	Approval of layout drawings by Architect / SBIIMS	3	Week from date of commencement.
(d)	Delivery of materials at site		
i)	2 nos. passenger lifts	16	Weeks from date of commencement.
(e)	Installation, testing & commissioning and handing over with operating license		
i)	1 st passenger lifts	24	Weeks from date of commencement.
ii)	2 nd passenger lifts	32	Weeks from date of commencement.
	Total Completion Period in weeks	32	Weeks from date of commencement.

23.1 AWARD OF WORK

- Time allowed for carrying out the work, as mentioned above, shall be strictly observed by the bidder. 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 " Clause 17.2 & 17.4 of SCC " of the contract.

Signature of the Bidder with Company Seal



- The tenderer shall, before commencing the work, prepare a detailed work programme which shall be approved by the SBIIMS. The tenderer shall indicate the time schedule as per the broad items of work listed above.
- The contractor shall submit a Bar Chart for completion of the work within the contractual completion period from the 15th day of letter of intent. Such chart shall include all activities like the date of supply of material at site, item wise completion of work etc., and obtain the approval of the Consultant / SBIIMS.

23.2 VIRTUAL COMPLETION CERTIFICATE

The SBIIMS or its Consultant will issue suitable virtual completion certificate after completion of all lifts in all respect including handing over the same to SBI for operational use and seeking fitness certificate/ license from competent licensing authority of the Maharashtra State. The warranty period of one year shall be reckoned from the date of virtual completion certificate by SBIIMS or its consultant.

24.0 ACCEPTANCE / REJECTION OF BID

SBIIMS/SBI reserves the absolute right to reject any or all the Bids at any time solely based on the past unsatisfactory performance by the bidder(s). The opinion/decision of SBIIMS regarding the same shall be final and conclusive.

25.0 CONSULTANTS FOR THE SUBJECT WORK

SBIIMS will engage a lift consultant/ Architect as their consultants for the subject work. All bidders are requested to co-ordinate with the Consultants at all stages of the project.



GENERAL CONDITIONS OF THE CONTRACT (GCC)

INTERPRETATIONS / DEFINITIONS

In construing these conditions and Interpretations 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 requires:

- | | | |
|---|---|--|
| 1. Owner/Employer/Bank/SBI | - | shall mean State Bank of India (client) a body Corporate created under SBI Act 1955, having its Corporate Centre at State Bank Bhavan, Madame Cama Road, Mumbai 400 021. (shall include his/ their representative(s) / assign(s) / or successor(s).) |
| 2. SBIIMS | - | shall means SBI Infra Managements Solutions Pvt. Ltd. its wholly owned subsidiary of SBI having Head Office at Raheja Chambers, Free press Journal Marg, Nariman Point Mumbai - 400021 and includes the client's representatives, successors and assigns. |
| 2. Engineer-in-charge/
Project-in-charge/Authorized
site. Representative of Owner | - | Shall means the authorized representative of Bank/SBIIMS for getting the work executed at |
| 3. Consultant | - | shall means any consultant or Architect, approved and engage by SBIIMS at any stage of the project. The term Consultant shall also include the Consultant's authorized representative(s). |
| 4. Contractor / Agency | - | shall means and include the person or persons, Firm , company whose tender has been accepted by SBIIMS and includes the Contractor's legal representatives, successors and permitted assign. |
| 5. Contractor's Representative | - | shall means the person duly appointed by the Contractor to act for and on its behalf on a day-to-day basis during the construction of the Work and the Project. Any action to be taken by the Contractor may be taken on the Contractor's behalf by the Contractor's Representative. |
| 6. Acceptance of Tender | - | shall means the acceptance of tender issued By the SBIIMS or its authorized representative(s) to the tenderer. |
| 7. Contract | - | shall means the documents forming the tender and the acceptance there of and the formal agreement executed between SBI (client) and the Contractor, together with the documents |

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referred there in including these conditions, the specifications, designs, drawings and instructions issued from time to time by the SBIIMS/ Bank and all these documents taken together shall be deemed to form one contract and shall be complementary to one another

8. Site
 - shall means the lands and other places under, over, on, in or through which the Works are to be executed and any other lands or places provided by SBIIMS/SBI for the purpose of the execution of the Works.
9. Work and Scope of Work
 - shall means the totality of the work by expression or implication envisaged in the contract.
10. Drawings
 - "Drawings" means the drawings referred to in the Specifications or Bills of Quantities and any modification of such drawings approved in writing by the SBIIMS / Consultant and such other drawings as may from time to time be furnished in writing or approved in writing by SBIIMS / Consultant.
11. Bill of Quantities
 - "Bill of Quantities" means the priced and completed bill of quantities forming part of the Contract;
12. Contract sum
 - "Contract Sum" means the total of the priced Bills of Quantities at the date of acceptance of the Tender for the Works or the sum as updated subsequently as per the terms & conditions of the Contract.
13. Contract Value
 - "Contract Value" means the total amount of Bill of Quantities of site i.e. Maker Kundan Garden at Juhutara road, Santacruz, Mumbai Excluding AMC Charges.
14. Specification
 - shall means the specifications referred to in the Contract and any modification thereof or addition thereto as may from time to time furnished in writing or approved in writing by SBIIMS / Consultant
15. IS / BIS
 - Shall mean Indian Standard as issued by the Bureau of Indian Standard Institution. Wherever reference is made to "IS" it shall mean the relevant "IS" code on the subject with latest up to date amended edition at the time of award of work.
16. Approved/Approval
 - Approved/Approval shall mean and include approved/approval accorded by the SBIIMS/ Consultant in writing.
17. Approved Equal
 - Approved Equal shall mean an alternative product or service approved by the SBIIMS / Consultant as being equivalent to that specified

Signature of the Bidder with Company Seal



in the Contract Documents.

- | | |
|---------------------------|---|
| 18. Basic Rate – Material | - Basic Rate shall mean the landed cost at site including royalties, cartage, handling etc. but excluding all taxes, wastage etc. |
| 19. Temporary Works | - Temporary works mean all temporary works of every kind required for the execution of the works by the Contractor. |
| 20. Urgent Works | - “Urgent works” shall mean any urgent measures which in the opinion of SBIIMS/SBI becomes necessary during the progress of the work to obviate any risk of accident or failure or which become necessary for security for completing the overall project within the stipulated time. |
| 21. Miscellaneous | - The words indicating person or parties, shall include firms & corporations and any organization having legal capacity / entity. The words indicating the singular only, shall also include the plural and vice versa as the context may require. |

1.0 EXECUTION OF CONTRACT AGREEMENT

This contract shall be governed by the Indian Laws in-force for the time being. The contract is confidential and must be strictly confined to the purposes of the contract. The Contractor's responsibility under this contract commences from the date of issue of the Letter of Intent /work order by SBIIMS/SBI. The Contractor shall submit an unconditional acceptance to the Letter of Intent/Work order within the period stipulated therein.

The Contractor shall be required to execute an agreement in the SBIIMS/SBI prescribed form, on a non-judicial stamp paper of amount as per Maharashtra Stamp Duty Act. within 14 days from the issue of LOI/Work Order. The contract agreement shall be signed by a person duly authorized/empowered by the Contractor.

2.0 ABNORMAL RATES

The bidder is expected to quote rate after careful analysis of cost involved considering all specifications and conditions of contract. In case it is noticed that the rates quoted by the bidder are unusually high or unusually low, it will be a sufficient ground for rejection of the tender unless the reasonableness of the rates is convincing. For scrutiny, the analysis for such rates is to be furnished by the bidder on demand.

3.0 DISCREPANCIES AND ADJUSTMENT OF ERRORS

The several documents forming the contract are to be taken as mutually explanatory of one another. In case of non-availability / discrepancy the following order of precedence shall be observed:

- Drawing (Detailed drawing being followed in preference to small scale drawings and figured dimensions in preference to scale drawings).
- Particular specifications / General Conditions / special conditions if any.

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- Description in Bill of Quantities.
- CPWD Specifications / I.S. Codes
- Provisions of NBC

(However, no mandatory requirements of any code / law enacted by the Govt Authorities shall be violated.)

4.0 ACCESS FOR SBIIMS REPRESENTATIVE / CONSULTANT TO THE WORKS

The SBIIMS's Representative / Consultant shall at all times have access to the Work and the Site and to the workshops or other places of the Contractor where the Work is to be so prepared and in workshops or other places of Sub-Contractors and suppliers. The Contractor shall by a term in its Sub-Contracts so far as legally possible, secure a similar right of access to those workshops or places for the SBIIMS / Consultant and shall do everything for the purposes of carrying out inspections to ascertain and ensure that work is being carried out in conformity with the Contract Documents or for any other purpose in connection with the Work under the Contract during the progress of the work and Defect Liability Period.

5.0 CONTRACTOR'S QUALITY & SAFETY CONTROL PLAN

The Contractor shall submit a safety plan with appropriate method statement within 14 days from the date of issue of LOI/Work Order, for approval of SBIIMS and / or in compliance of various provisions as well as per the established good practice(s). The Contractor shall also submit within this period a detailed quality manual for the works. All work shall be carried out strictly in accordance with the safety and quality plans.

6.0 ASSIGNMENT/SUB LETTING

The Contractor shall ensure that all Sub-Contractors, engaged by him, exercise all such skill, care and technical competence and possessed a high standard within their respective professions or trades as is appropriate and required for the satisfactory execution of their work and services.

The Contractor shall not assign/sublet any part of this Contract to any other Contractor. The SBIIMS / Consultant reserves the right to review and approve each Sub-Contractor which the Contractor recommends at any time to engage to perform any services before such Sub-Contractor is hired or performs any service.

The Contractor shall be responsible for the care of the Work and Proper management and supervision of entire work to be executed as per the Contract including the work(s) executed through the Sub-Contractors.

7.0 CARE OF WORKS

8.0 PROTECTION TO PERSONS AND PROPERTY

The Contractor shall, except if and so far as the contract provides otherwise, indemnify the SBIIMS and SBI against all losses and claims in respect of injuries or damage to any persons or material or physical damage to any property whatsoever which may arise out of or in consequence of the execution of the Works and against all claims, proceedings, damages, costs, charges and expenses whatsoever in respect of or in relation thereto except any compensation or damages for or with respect to:-

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- The permanent use or occupation of land by the Works or any part thereof.
- The right of the SBIIMS to execute the works or any part thereof on, over, under or through any land.
- Injuries or damage to persons or property resulting from any act or neglect of the SBIIMS, his agents, servants or other Contractors, not being employed by the Contractors, or for or in the respect of any claims, proceedings, damages, costs,, charges and expenses in respect thereof or in relation thereto or where the injury or damage was contributed to by the Contractor, his servants or agents such part of the compensations as may be just & Equitable having regard to the extent of the responsibility of the SBIIMS, his servants or agents or other contractors for the damage or injury.

All these insurance policies should be full premium paid and valid for the entire contract stipulated/ extended period of completion of work. Such insurance policies should be specific to this project.

9.0 ACCIDENT OR INJURY TO WORKMEN

The SBIIMS shall not be liable for or in respect of any damages or compensation payable at law in respect or in consequence of any accident or injury to any workman or other person in the employment of the Contractor or any sub-Contractor, except an accident or injury resulting from any act or default of the SBIIMS /SBI, his agents, or servants. The Contractor shall indemnify and keep indemnified both SBIIMS as well as SBI against all such damages and compensation, except as aforesaid against all claims, proceedings costs, charges and expenses whatsoever in respect thereof or in relation thereto.

The Contractor shall insure against such liability with an insurer approved by the SBIIMS, which approval shall not be unreasonably withheld, and shall continue such insurance during the whole of the time that any persons are employed by him on the Works and shall, when required, produce to the SBIIMS or their representative, such policy of insurance and the receipt for payment of the current premium. Provided always that, in respect of any persons employed by any sub- Contractor, the Contractor's obligation to insure as aforesaid under this sub-clause shall be satisfied if the sub-Contractor shall have insured against the liability in respect of such persons in such manner that the SBIIMS is indemnified under the policy, but the Contractor shall require such sub-Contractor to produce to the SBIIMS, when required, such policy of insurance and the receipt for the payment of the current premium. Such Insurance cover shall be submitted by the Agency before date of commencement.

10.0 REMEDY ON CONTRACTOR'S FAILURE TO INSURE

If the contractor fails to effect and keep in force the insurance referred to above in Clause 8.00 and 9.0 or any other insurance which he may be required to effect under the terms of contract, then and in any such case the SBI/SBIIMS may effect and keep in force any such insurance and pay such premium or premiums as may be necessary for that purpose and from time to time deduct the amount so paid by the SBI/SBIIMS as aforesaid from any amount due or which may become due to the contractor, or recover the same as debt from the Vendor.

Without prejudice to the others rights of the SBI/SBIIMS against contractor. In respect of such default, the employer shall be entitled to deduct from any sums payable to the contractor the amount of any damages costs, charges, and other expenses paid by the SBI/SBIIMS and which are payable by the contractors 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 monies received

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from the Insurer in respect of such damage shall be paid to the Vendor and the Vendor shall not be entitled to any further payment in respect of the expenditure incurred for rebuilding or repairing of the materials or goods destroyed or damaged.

11.0 DETERMINATION OF CONTRACT

SBIIMS may without prejudice to any other right or remedy which shall have occurred or shall accrue thereafter to SBIIMS, cancel/determine the contract in part or whole in any of the following cases:

If Contractor:

- Being an individual, or if a firm, any partner thereof shall at any time be adjudged insolvent or have receiving order or orders for administration of his estate made against him or shall take any proceedings for liquidation or composition under any Insolvency act for the time being in force or made any conveyance or assignment of his effects or composition or arrangement for the benefits of his creditor or purport so to do or if any application be made under any insolvency Act for the time being in force for the sequestration of his estate or if a trust deed be granted by him for and on behalf of his creditors, or,
- Being a company shall pass a resolution or the court shall make an order for the liquidation of its affairs or a receiver or manager on behalf of the debenture holders shall be appointed or circumstances shall arise which entitle the court or debenture holders to appoint a receiver or Manager, or, Assigns, transfers or sublets or attempts to assign transfer or sublet any portion of the works without the prior written approval of SBIIMS, or,
- Makes defaults in commencing the work within a reasonable time from the date of handing over of the site and continues in that state after reasonable notice from SBIIMS, or,
- In the opinion of SBIIMS at any time whether before or after the date or extended date for completion makes defaults in proceeding with the works with due diligence and continues in that state after reasonable notice from SBIIMS or,
- Fails to comply with any of the terms and conditions of the contract after reasonable notice in writing with directions properly issued thereunder, or,
- Fails to clear the site on or before the date of completion.
- Fails to Complete the work as per Scope of Work defined in SCC Clause No. 3.0 (Page-29)

When the contractor has made himself liable for action under any of the cases as defined in above paras, SBIIMS may exercise his authority:

- To cancel /determine the contract after giving a notice in writing to the contractor. Upon such determination, the Earnest Money Deposit, Security Deposit already recovered & Performance Guarantee under the contract shall be forfeited & shall be absolutely at the disposal of SBIIMS.
- SBIIMS shall have the authority to take up such whole or the balance unexecuted works, out of the hands of the contractor after recording measurements of the work executed by the contractor till that stage, after giving due notice & get the such left over.
- Work completed through any another contractor.

In the event of the above action taken by SBIIMS, the contractor shall have no claim to compensation for any loss sustained by him by reasons of he is having purchased or procured any material or entered into any engagements or made any advances on account or with a view to the execution of the work

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or the Performance of the contract and in case action is taken under any of the provision aforesaid, the contractor shall not be entitled to recover or to be paid any sum for any work thereof or actually performed under this contract, unless & until the SBIIMS/Consultant has certified in writing the performance of such work & the value payable in respect thereof & he shall only be entitled to be paid the value so certified.

12.0 NUISANCE

The contractor shall not, at any time, do, cause or permit any nuisance on the site or do anything which shall cause unnecessary disturbance or inconvenience to the SBIIMS, tenants or occupiers of other properties near the site and to the public in general. The Contractor shall at no stage allow any activities at site which are violation of law as applicable.

13.0 WORKING HOURS

The normal working hours shall be strictly as approved by SBIIMS with weekly rest to the labour. However, if the contractor intends to either work in more than one shift or to work extra hours so as to complete the project within the stipulated time, then he may do so with prior permission of the SBIIMS but without any extra payment to him on this account. No female workers would be allowed to be employed after 6:00 PM.

If the Contractor is required to work at night in order to complete the work within the Time Schedule, the Contractor shall do so with the prior approval of SBIIMS and provide and maintain at his own cost sufficient lights to enable the work to proceed satisfactorily without danger. Approaches to the site also shall be sufficiently lighted by the Contractor. No work at night shall be allowed in the absence of a site engineer of the Contractor.

No work shall be done on National holidays without the specific sanction in writing of SBIIMS.

14.0 MEASUREMENTS

The Contractor will be required to submit his bills. On receipt of the bill, the same will be checked for its measurements/Quantities & Qualities for which the contractor shall extend all required facilities & assistance. The authorized representative of the contractor should be present for such joint measurement & should sign the same in token of his acceptance. In case the authorized representative does not make himself available at the time of record of such measurement, then the same will be checked & recorded by SBIIMS / Consultant & the same shall be binding on the contractor.

15.0 CONTRACTOR LIABLE FOR DAMAGES, DEFECTS DURING DEFECT LIABILITY PERIOD

If the contractor or his working people or servants shall break, deface, injure or destroy any part of building in which they may be working, or any building, road, road kerb, fence, enclosure, water pipe, cables, drains, electric or telephone post or wires, trees, grass or grassland, or cultivated ground contiguous to the premises on which the work or any part is being executed, or if any damage shall happen to the work while in progress, from any cause whatever or if any defect, shrinkage or other faults appear in the work within Twelve Months (12) after a certificate final or otherwise of its completion shall have been given by SBIIMS as aforesaid arising out of defect or improper materials or workmanship the contractor shall upon receipt of a notice in writing on that behalf make the same good at his own expense or in default SBIIMS cause the same to be made good by other workmen and deduct the expense from any sums that may be due or at any time thereafter may become due to the contractor, or from his security deposit or the proceeds of sale thereof or of a sufficient portion thereof.

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16.0 LABOUR LAWS TO BE COMPLIED BY THE CONTRACTOR

- The contractor shall obtain a valid licence under the Contract Labour (R&A) Act, 1970, and the Contract Labour (Regulation and Abolition) Central Rules, 1971, before the commencement of the work, and continue to have a valid license until the completion of the work. The contractor shall also abide by the provisions of the Child Labour (Prohibition and Regulation) Act, 1986.
- The contractor shall also comply with the provisions of the building and other Construction Workers (Regulation of Employment & Conditions of Service) Act, 1996 and the building and other Construction Workers Welfare Cess Act, 1996.
- The contractor shall comply with all the provisions of the Minimum Wages Act, 1948, and Contract Labour (Regulation and Abolition) Act, 1970, amended from time to time and rules framed thereunder and other labour laws affecting contract labour that may be brought into force from time to time.

Any failure to fulfill these requirements shall attract the penal provisions of this contract arising out of the resultant non-execution of the work.

No labour below the age of fourteen years shall be employed on the work.

SBIIMS/SBI may require the contractor to dismiss or remove from the site of the work any person or persons in the contractors' employ upon the work who may be incompetent or misconduct himself and the contractor shall forthwith comply with such requirements. In respect of maintenance/repair or renovation works etc. where the labour have an easy access to the individual houses, the contractor shall issue identity cards to the labourers, whether temporary or permanent and he shall be responsible for any untoward action on the part of such labour.

17.0 CONTRACTOR TO INDEMNIFY SBIIMS AND SBI AGAINST PATENT RIGHTS

The contractor shall fully indemnify and keep indemnified SBIIMS/SBI against any action, claim or proceeding relating to infringement or use of any patent or design or any alleged patent or design rights and shall pay any royalties which may be payable in respect of any article or part thereof included in the contract. In the event of any claims made under or action brought against SBIIMS in respect of any such matters as aforesaid, the contractor shall be immediately notified thereof and the contractor shall be at liberty, at his own expense, to settle any dispute or to conduct any litigation that may arise there from, provided that the contractor shall not be liable to indemnify SBIIMS if the infringement of the patent or design or any alleged patent or design right is the direct result of an order passed by SBIIMS in this behalf.

18. 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 Employer 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 the Employer.

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SPECIAL CONDITIONS OF THE CONTRACT (SCC)

1.0 WORK TO BE EXECUTED AS PER TENDER AND STATUTORY REGULATIONS ETC.

1.1 TENDER DOCUMENT

This tender document, comprising of General Conditions of Contract, Special Conditions of Contract, Technical Specifications, Scope of work, Technical Parameters and tender drawings shall form part of the contract Agreement after award of contract. Work under this contract shall be executed at contract rates as per conditions and specifications stipulated in this tender document. In addition, components/materials, which may not be specifically stipulated in the tender document, but which are necessary for satisfactory installation and/or operation of any portion of the work, shall also be provided within the contract rates without any extra cost. Contractor shall carry out and complete the work in all respects to the satisfaction of SBIIMS/SBI as per the contract Agreement and as directed by SBIIMS / SBI/Consultant and as required.

1.2 TENDER CONDITIONS, SPECIFICATIONS AND SCHEDULE

- Special Conditions of Contract (SCC) shall be read in conjunction with General Conditions of Contract (GCC), Technical Specifications, Technical Parameters, Tender Drawings and any other document forming part of this contract Agreement
- Wherever it is mentioned that the Contractor shall perform certain work or provide certain facilities, it is understood that the Contractor shall do so at his cost.
- Where the Technical Specifications stipulate requirements in addition to those contained in the applicable Indian Standard Specifications/Codes, these additional requirements shall also be satisfied.

1.3 DEPARTURES

No deviation/departure from tender conditions shall be acceptable normally.

1.4 AUTHORITIES

The work shall conform to all the provisions of the relevant Government Legislation, Regulations and Bye-laws of the Central/Local Authorities and of the concerned Electricity Supply Authority as per the existing Bye-laws and any amendments happens during the currency of contract. The Contractor shall also be responsible for giving all notices required under the said Acts/Regulations/Bye-laws.

1.5 ELECTRICAL LICENSE

The bidders shall be engaging a licensed Electrical Contractor possessing a valid Contractor's license of appropriate class in the state, employing licensed supervisors and skilled workers having valid permits as per the regulations of Indian Electricity Rules and local Electrical Inspectors requirements. Copy of Contractor's Electrical license shall be furnished along with the tender.



1.6 CONTRACTOR'S RESPONSIBILITIES

The Contractor shall have the following responsibilities in carrying out the work and the Project Coordination Services, respectively:

- Contractor shall indemnify SBIIMS as well as SBI for loss suffered by the SBIIMS/SBI on account of any act / omission / neglect of the Contractor's, workers, employees, Sub-Contractors etc.
- The Contractor shall comply with all safety standards to the satisfaction of SBIIMS/SBI.
- The Contractor shall take full responsibility for the management & supervision of the Sub-contractors.
- The Contractor shall ensure that all Sub-contractors engaged exercise all such skill, care and technical competence as represents a standard within their respective professions or trades as is appropriate for the satisfactory execution of their work and services.
- The Contractor shall not assign this Contract or any part of it; The SBIIMS and Consultant reserves the right to review and approve each Sub—Contract for which the Contractor recommends at any time to engage to perform any services before such Sub-Contractor is hired or performs any services.
- The Contractor shall, on the instruction of SBIIMS, immediately dismiss from the work any person employed thereon by him who may, in the opinion of SBIIMS, be incompetent or who engages in unlawful or disorderly conduct, and such persons shall not be re-employed on the Work without the prior written permission of SBIIMS.

2.0 INTENT OF SPECIFICATIONS

It is not the intent of Technical Specifications to completely specify all aspects of design/construction features of equipment's and all details of work to be carried out. Nevertheless, the intent of the Technical Specification is to ensure that the equipment's and the work shall fully comply with and conform to the relevant Bureau of Indian Standard Specifications, Codes of Practice, NBC, Indian Electricity Act, Indian Electricity Rules and other Statutory Regulations, and other standards as may be applicable and to the best available standards of engineering, design and workmanship. The equipment and work shall perform in manner acceptable to SBIIMS/SBI who shall interpret meaning of the applicable Specifications/Codes and shall have the right to reject any equipment or work, which, in their assessment, is not complete to meet the Standard/Code.

The major items that are proposed to be retained are provided in Annexure-14 (technical parameters of the tender). Any items that are not specified in this list shall have to be replaced/provided for as per the detailed technical specifications and particular technical parameters specified in this document.

3.0 SCOPE OF CONTRACT

Contractor's scope of the contract shall comprise of Design, Manufacture, providing equipment's, components, materials, labour, supervisory staff with infrastructure, Tools & Procedures, clean dry and damage free storage, steel scaffolding, consumables, testing, commissioning etc. required for completion of the work as per the contract Agreement and Free Comprehensive Maintenance for **One year after project completion. Contract Rates shall be deemed to be inclusive of all direct and indirect expenses required to be incurred as per this scope including but not restricted to the costs of the following: -**

- Submission of General Arrangement Drawings within the timelines specified in the tender and making all changes thereto as may be reasonably required by SBIIMS as per the advice of its Consultant.
- Design and Fabrication / manufacture of equipment in accordance with the specifications laid down in this tender Agreement.
- Supply of materials and equipment for the Lifts as per the specifications given in this tender/BOQ and within the timelines set out in this tender, and storage of all material and equipment at the Site.

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- Dismantling of all existing lifts in Vidya Nagar Staff Quarters of SBI, Malad (West), Mumbai in accordance with this Tender. All the dismantled material that is not being retained is redundant to the SBIIMS/SBI & the contractor agrees to take the subject materials elsewhere for use if any to him. All items that are replaced will need to be taken away from site within 07 days of its dismantling with prior information to the SBIIMS with the complete list of such items. Salvage value to be considered by the bidder and the net price quoted shall take consideration of reduction on account of this material. This Salvage value is to be quoted separately.
- Installation of the Lifts within the stipulated timelines.
- Providing all metal works including ladder, beams and plates required for the lifts if not already provided in the existing machine room / pits
- Painting of all exposed steel works carried out under the contract with suitable three coats paint as approved by SBIIMS / Consultant (one coat at works over an anti-corrosive primer and other two coats after installation) and preventing all the wooden surfaces internally and varnish externally to obtain a smooth surface.
- Providing necessary scaffolding in Elevator hoist way during erection period and to remove the same thereafter.
- Providing two earthing strips (GI) from the Elevator Power/ Control/ Isolation panels as well as Motors etc. of required sizes as per IS:3043 up to the earthing strips provided by the building electrical system within the boundary of the lift machine room.
- Providing cinder concreting, if necessary, at the machine room floor level or any other place to suitable thickness after laying any piping or troughing for cables etc. Providing necessary civil finishing of the lift machine room, if required, after installation of the machines.
- For all cables connecting the Elevator system to other building communication, alarm, automation or other systems not in the purview of this contract, the Lift contractor shall terminate the cables at a certain location inside the machine room or as specified by SBIIMS / Consultant and provide terminal diagrams and other necessary drawings for proper connection to the respective systems.
- Providing temporary barricades with caution boards at each landing to prevent accident during execution of work.
- Responsibility to ensure safety of lift material against pilferage and damage till the installation is handed over to SBIIMS.
- All electrical works except bringing in main connection and earth connection to the machine room terminated on suitable switch fuse unit/bolt.
- All electrical works including interconnection from this switchboard and loop earthing from the earth bar to be provided in the machine room shall be done by the contractor.
- Testing of the Lifts post installation.
- Commissioning and Handover of Lifts along with all ancillary equipment, material, As-built drawings, operational manuals and other literature to SBIIMS/SBI upon Completion within the stipulated timelines.
- Civil works as described in Clause 7.0 below.
- Project management and monthly reporting till handover of all Lifts.
- Guarantee and rectification of Defects during Defect Liability Period.
- Comprehensive maintenance of the Lifts and ensuring safe operation of the Lifts at all times during the currency of the contract.
- Duly making all requisite statutory filings and payments on behalf of SBIIMS/SBI as may be required from time to time for installation and operation of the Lifts, and duly obtaining all Consents / licenses / approvals.
- Time to Time Certificate Training SBI/ SBIIMS's personnel for safe operation of Lifts
- Providing comprehensive maintenance under AMCs for a period of 10 years post the expiry of DLP for on the terms mentioned in the tender.

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3.1 STATUTORY LEVIES

3.2 IMPORT LICENSE

Should any import license be required for import of any item in part or whole, SBIIMS shall not be responsible for procuring the import license. SBIIMS/SBI shall not be liable to liaise for or pay any Custom duties, import duties, tax, custom clearance charges, etc. in consequence of import of any item in part or whole. (Bidders are advised to make note of this clause before submitting their price bid).

3.3 CURRENCY FOR FINANCIAL BID AND FURTHER TRANSACTIONS

All transactions by SBIIMS/SBI to the contractor shall be in Indian Currency i.e. INR only. The contractor shall be solely responsible for import of any item in part or whole for completion of the subject work. **The quoted prices shall be deemed fixed and any variation on account of fluctuation in FOREX value shall be borne by contractor and the contractor shall take appropriate forward cover. Contractor should indicate prices separately for products and services and taxes in Indian Rupees only.**

4.0 SUBMISSIONS

4.1 ALONG WITH THE TENDER

Technical Parameters enclosed as Annexure-14 & 14A needs to be duly filled and submit by the Bidders along with technical catalogue etc. of the equipment offered.

Bidders to also submit the performance certificates of Government projects where the similar quoted lifts are in operation and Customer satisfaction certificate taken from customers in last three years in Mumbai and Suburb for such projects.

4.2 SHOP DRAWINGS ON AWARD OF WORK BEFORE COMMENCEMENT

The Contractor shall submit Four sets in hard copy and 1 Set in soft copy of General Arrangement drawings of Lift to SBIIMS / Consultant for approval before commencement of work at site/fabrication/ manufacture. Such shop drawings shall be based on the requirements laid down in the specifications and as per site conditions. The manufacture of equipment shall commence only after the drawings are approved by SBIIMS / CONSULTANT.

4.3 APPROVAL OF DRAWINGS: -

All drawings prepared by the CONTRACTOR shall be submitted to SBIIMS / CONSULTANT Two Weeks from actual date of award of letter in phased manner agreed and approved by SBIIMS and this will be the only accepted and contractual method. SBIIMS / CONSULTANT shall check and approve these drawings in a reasonable time and issue them to the CONTRACTOR as "Approved for Construction". Such approval shall not relieve the CONTRACTOR of responsibility for any discrepancies, errors or omissions in their submittals.

- If SBIIMS / CONSULTANT instruct the re-drawing, alteration or amending of any of the submitted drawings which, in his sole opinion, do not properly interpret the intent of the Contract or for any reason do not comply with good Engineering practice, then the CONTRACTOR shall ensure the carrying out of SBIIMS's / CONSULTANT's instructions and no claim for extra payment shall be allowed for any reason in this respect.
- Should SBIIMS / CONSULTANT instruct the alteration or amending of any drawing prepared by Contractor/Manufacturer, then the CONTRACTOR shall ensure that this is done immediately in order to avoid any delay to the construction programme and no claim for extra payment or extension of time for completion of the works shall be allowed for any reasons in this respect.
- No related manufacture or installation shall be taken-up in hand until & unless co-ordination drawings, together with any explanatory literature, are approved in writing by SBIIMS / CONSULTANT.
- The detailed programme shall reflect the requirements for production of information to permit

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timely co-ordination with all trades and other agencies working at site.

NOTE: - The CONTRACTOR's failure to comply with the provisions of this clause shall be deemed to constitute a default of his obligations under the contract.

- All drawings by the CONTRACTOR shall be orientated to match the design drawings and shall have a key plan identifying the location or area of the works to which they apply. They shall also bear indication and make reference to the Lift Numbering and coordinates of the architectural drawings.
- When drawings are submitted for approval without complying with these requirements, they may be rejected

4.4 AS-BUILT DRAWINGS

The Contractor shall maintain during the progress of the Work "As-Built" drawings indicating the current status of the Work as actually performed. Upon final completion of the Work, the Contractor shall prepare and submit to SBIIMS four (04) hard bound sets and One (1) soft copy of revised "As-Built" drawings as necessary in line of the Work as actually performed at Final Completion.

"As-Built" drawings shall be fully dimensioned drawings true to scale and correctly brought up to date to present a true and accurate representation of the actual Lift built and installed. The drawings shall give a full and complete picture of the installation as it has been built.

Each and every item of the equipment shall be clearly identified in the "As-built" drawings. All the sets of "As-built" drawings shall also include a complete and up to date set of approved GA drawings that have been submitted and approved earlier on commencement of work.

4.5 OPERATION & MAINTENANCE MANUALS, CIRCUIT / CONNECTION DIAGRAMS

The CONTRACTOR shall ensure that equipment is installed as per the shop drawing and GA Drawings. If there are any changes in installed equipment compared to the approved GA & shop drawings, then the CONTRACTOR will first seek an approval by SBIIMS / CONSULTANT.

The CONTRACTOR shall provide SBIIMS / CONSULTANT for approval four (4) bound sets and One (1) soft copy of Working and Maintenance Instruction Manual and circuit/connection diagrams for all services, installations and equipment installed. The Working Maintenance Instruction Manuals, Passwords to any SD card /SIM / EPROM used in the controller/drives and preventive maintenance schedule shall contain all manufacturers' operating and maintenance instructions, and detailed drawings of all equipment supplied. The detailed drawings do not require being specially prepared and can comprise copies of the Manufacturer's shop drawings with suitable titles and reference numbers added. The exact scope details of the Operating Instructions shall be agreed with SBIIMS / CONSULTANT. Four sets of Plastic Laminated Circuit/connection diagrams for each lift shall be submitted to SBIIMS. The circuit diagrams shall be completely filled up with the relevant parameters fed in the programmable controllers during the final testing and commissioning of lifts and one set of the same shall be kept in the machine room to be referred to by the maintenance engineers from time to time. Rest of the sets of the same shall be submitted to SBIIMS.

4.6 ON SITE/CLASS ROOM TRAINING

Time to time Certificate Training of SBI/SBIIMS personnel on safe operation, handling and general upkeep of equipment shall be undertaken by the contractor. Also emergency rescue trainings shall be provided to the Lift operators and technical staff deployed by SBIIMS. This has to be done at-least once before handover of equipment, twice before expiry of defects liability period and every year during the paid AMC period.

4.7 BAR- CHART FOR EXECUTION OF WORK

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The Contractor shall submit within 7 days of the acceptance of the tender, a BAR Chart to SBIIMS, which shall indicate the planning for the execution of the entire work under the contract within the stipulated time given for completion. This shall be scrutinized by SBIIMS/ CONSULTANT. The mutually agreed BAR-CHART shall be binding on the Contractor for progress of the work & for completion by the due date.

The Contractor shall during the entire tenure of site work, provide accurate monthly reviews of BAR-CHART showing work targets & completed works for discussions with the CONSULTANT & SBIIMS.

5.0 PROJECT EXECUTION & MANAGEMENT

The contractor shall arrange to have mechanized and modern facilities of transporting and storage of material to place of installation for speedy execution of work including: -

- Loading, transportation and unloading.
- Protection of stored materials/installed work against damage due to dirt, sun, water, damage by rodents and rain including providing tarpaulin/ PVC sheet covers as required.
- Providing security arrangements/watch and ward for stored materials and installed works to guard against pilferage/damage.
- Third party insurance of adequate amount.

6.0 STATUTORY REQUIREMENTS FOR OBTAINING CLEARANCES / CERTIFICATE FROM AUTHORITIES

The contractor shall be responsible to coordinate with the authorities towards scrutiny, inspection for obtaining license. However, the required license fee shall be deposited by SBIIMS/SBI online with the concerned department and all necessary document required to seek permission shall be provided by the Bank.

6.1 The Contractor's responsibilities include: -

- Obtaining approval from Lift Inspectorate for installation of Lift System.
- Obtaining approval from Lift inspector and NOC for satisfactory installation of the Lift system as also for clearance to put the Lift into regular use.
- Obtaining any other statutory permission/clearance/approval from concerned authority as required.

6.2 The Contractor shall arrange, stage wise as may be required, for submitting all the required documents and drawings, for execution and installation of the Lifts, their inspection and obtaining approval/ completion certificates with respect to his works, required for use and connection of the utilities and occupation of the building from the concerned statutory Authorities. The Contractor shall obtain and deliver to SBIIMS, on completion of the works, the final inspection and approval from the concerned Authorities including certificate for operation.

The Contractor shall submit all the necessary documents complying with the tender conditions including Test certificates of critical components, technical specification compliances, safety certificates and required coordination at all times to ensure completion of work in totality within the committed timelines.

6.3 Contractor shall deploy workmen comprehensively covered under workmen Insurance policy and holders of Valid ESI Health cards. A register shall be maintained by Contractor/sub-contractor and shall be produced on Demand if asked for by SBIIMS/ Authorities etc. The contractor shall warrant that all actions taken by him in the execution of the contract shall conform to all applicable Local City, State and Central Government laws, Ordinances and Regulations. The Contractor shall defend and keep SBIIMS harmless from loss, cost or damage by reason of any actual or alleged violation of any statutory requirement.

6.4 The bidders shall be engaging a licensed Electrical Contractor/sub-contractor possessing a valid Contractor's license of appropriate class in the state, employing licensed supervisors and skilled workers, erectors and welders having valid permits as per the regulations of Indian Electricity Rules and local Electrical Inspectors requirements.

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6.5 If the Contractor fails to comply with the terms of this clause, SBIIMS may affect the insurance and deduct the expenses from any moneys that may be or become payable to the Contractor or may, at his option, refuse payment of any certificate to the Contractor until the Contractor complies with this condition.

7.0 CIVIL WORKS TO BE DONE BY LIFT'S CONTRACTOR (INCLUSIONS): -

Bidder is expected to inspect the entire site before submitting their bid and provide inputs on any modification that they may have to undertake. Preference will be given for nil or minimum modifications.

Any civil / architectural / structural damage or changes (if any) to walls / floors / architraves / facades / ceilings / doors that the contractor may cause during work process will have to be rectified to its original form at his own cost, risk and responsibility.

Contractor shall provide /carry out the following at his own cost: -

- Dismantling as required for existing Lift / components as required. This activity has to be conducted with all safety measures in place & to be done so as to keep the area around the lift clean at all times.
- The quoted rates shall be inclusive of all the works in hoist way pertaining to installation of lifts including providing required steel scaffolding in case scaffold less installation is not done. Cutting holes, grouting with cement concrete and plumb correction if required considering normal plumb variation of +/- 50mm up to 30-meter rise, +/- 100mm for more than 30-meter rise and finishing smooth etc.
- Steel items such as bearing plates, hitch plates and buffer support channels, or any steel required for erection and commissioning etc.
- A suitable vertical iron ladder for access to the pit, sill angles and full height full width fascia plates between all the landings.
- Securing of the hoist way by way of full height barricades at every floor and Locking of the machine room doors to avoid accidental/unauthorized entry into the hoist ways and machine rooms during the time of installation work till the handover of commissioned lift to SBIIMS.
- Housekeeping, disposal of debris and cleaning of work area during the tenure of contract.
- Providing final paint coat to all exposed fabricated steel work and providing matching paint in approved manner over portions of factory painted equipment if damaged during transportation/storage/installation before handing over.
- Demobilization and clearing of all temporary works/ facilities after completion of work at site and cleaning work are before handing over.
- A lockable and waterproof Store, as per the standard of the company, to be prepared by the contractor at the storage space provided by SBIIMS/SBI within the site premises for proper storage of new / old lift material. A small room however may be provided by SBIIMS for keeping electronic / electrical components of high value at contractor risk.
- The hoist way and pit walls shall be treated/ whitewashed by the contractor to minimize accumulation and circulation of dust, if required. The whitewash shall however be done post completion of lift installation.
- Providing of 9 Watts, LED Bulkhead Light fittings inside the hoist way with suitable 5/15Amp power outlets with switches at each floor level including laying of suitable size of copper armoured cable from meter room DB to the last light near ground Floor point, fixing of saddle/clamp at regular interval of 450mm between two clamp point and completion in all respect post completion of lift installation.
- Repairing/replacement of building materials such as Architrave stones, lobby flooring, modifications (if any) required in the machine room, etc.

8.0 WORK IN LIFTS CONTRACT (NOT APPLICABLE) ?

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9.0 TESTING

Testing for the various items of equipment shall be performed at the contractor's cost and **test certificate to be furnished by the contractor (for Motor, Machine, Brakes, Buffers, Controller, FRLS Wiring & Travelling cables & Steel wire Ropes)**. If required by SBIIMS, the Contractor shall permit SBIIMS's authorized representative to be present during any of the tests.

On completion of the manufacture of items or sub-assemblies, and following completion of the manufacturer's own tests and inspection, SBIIMS's representative / Consultant shall be invited to witness such tests as he deems appropriate.

After notification to SBIIMS that the installation has been completed the contractor shall make under the direction and in the presence of SBIIMS's representative / Consultant such test and inspections as have been specified or as SBIIMS's representative / Consultant shall consider necessary to determine whether or not the full intent of the requirements of the plans and specifications have been fulfilled. In case the work does not meet the full intent of the specifications and further tests shall be considered necessary the contractor shall bear all the expenses thereof.

10.0 GUARANTEE & MAINTENANCE – DEFECT LIABILITY PERIOD, AMC PERIOD

10.1 GUARANTEE

The lift contractor shall guarantee all equipment parts, materials and workmanship furnished for the Installation against defects for a period of 12 months from the date of Completion and handover of the Works, termed as Defect Liability Period or Guarantee period. In the event SBIIMS agrees for individual / block / stage takeover of lifts, the Defect liability period shall start from the respective dates so certified by SBIIMS.

The lift contractor warrants for a period of 12 months from the date of acceptance virtual completion to replace all failed part or parts exhibiting unusual wear and tear during guarantee period and shall be replaced without any cost to SBIIMS/SBI, such replacement shall be factory approved new, equal or better than original. All labour, tools, materials, transportation, insurance, etc. required in performance of guarantee shall be at the lift contractor's expense.

10.2 MAINTENANCE

The lift contractor shall maintain the lift system in a first class and safe manner during guarantee period and any AMC period. Such maintenance shall be Comprehensive annual maintenance contract for the entire lift system. Responsibility entails monthly Servicing and inspection by the technician including oiling, greasing, checking and top up of lubricants, gear oils in the gear box, adjustments, cleaning, and unlimited call back service including nights, weekends and holidays. Such Contract shall exclude the following items:

Car enclosure, car & Landing door panels, false ceilings, light diffusers, light bulbs, fluorescent tubes, handrails, starters, chokes, mirrors, flooring, carpets, car & landing fixtures, doors, external wiring to elevator & hoist way/machine room.

Call back service shall be provided round the clock 24 Hours, and responded within 2 Hrs. Call backs involving more than one stalled or erratic lift / escalator shall be immediately provided regardless of the time of day or night. Emergency call back service for trapped passengers shall be responded to within 30 minutes. There shall be no compensation for call back service regardless of the hour/ day, etc.

Engineer's Visits for the routine maintenance shall be not less than 1 per month. Preventive maintenance shall be allowed only weekdays or on Saturdays for Vidya Nagar Staff Quarters of SBI, Malad (West), Mumbai.

The lift contractor has to conduct an annual detailed audit to ascertain the state of the lifts with respect to performance parameters, safety and general health. This audit report need to be shared with the client and reviewed before the start of next service calendar year.

The contractor shall coordinate with Lift Licensing Authorities and ensure getting lifts license, for all the lifts covered under AMC, from Govt. of Maharashtra, Mumbai. The required license fee shall be deposited by SBIIMS/SBI online with the concerned department and all necessary document

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required to seek permission shall be provided by the Bank. However, liaisoning charges if any shall be borne by the contractor.

Also the contractor will maintain a Log book of Parts failed and replaced for each lift with proper analysis of the failure. Any such failure shall be brought to the notice of the Estate / Facility Manager and the corrective action needed to avoid reoccurrence will be done by the contractor.

The contractor shall anticipate demand on supplies and parts and keep an inventory of a reasonable number of spare parts including electrical, electronic and mechanical spares at his own cost. In circumstance such that the Contractor fails to attend the breakdown within four normal working hours after notification of the breakdown and where remedial work is interrupted during normal working hours for purposes other than obtaining replacement parts, SBIIMS reserves the right to order such action as may be necessary to expedite completion of remedial work which shall be at the Contractors expense.

In case any of the items is required to be taken away for repair, the same shall be subject to the prior written permission of SBIIMS.

Payment for AMC shall be released quarterly by SBI/SBIIMS at the end of each quarter on submission of monthly work done certificates by the Contractor.

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 99.5 % 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 to a maximum of 10 % of AMC value (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 99.5 % 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 6.

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.

10.3 SLA's – DEFECT LIABILITY PERIOD & AMC PERIOD

The SLA's for service during the defect liability period and AMC period if agreed with main contract shall be as under:

- a) The Contractor shall provide an average annual equipment uptime Guarantee of 99.5% for each lift. This uptime guarantee shall exclude the time required for scheduled monthly maintenance.
- b) Preventive maintenance shall be conducted only during off-peak hours as specified by SBIIMS from time to time
- c) Shut down of any lift for major repair of more than 48 hours will not be accepted and not more than one shut down shall be permitted during a period of 1 year.
- d) Routine monthly preventive maintenance shall be provided for and the period for the same shall not exceed 04 hours per month.
- e) Mantrap calls will have to be responded immediately
- f) Regular call back shall be responded within 30 minutes at all times
- g) Service Engineer's shall be attended at site within 02 hours and rectified within 04 hours from call registration.

11.0 DEFECTS- RECTIFICATION & REPAIRS

Should SBIIMS consider, at any time during the construction or prior to the expiration of the Guarantee/Defects Liability Period, that any work has been executed with unsound or imperfect

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materials or unskilled workmanship or is of an inferior quality or not otherwise in accordance with the Contract, in respect of which the decision of SBIIMS shall be final, the Contractor shall, on demand in writing from SBIIMS/SBI specifying the fault; notwithstanding that the same may have been inadvertently passed, certified and paid for, rectify forth or remove and re-do the defective work so specified, in whole or in part, as the case may require, at their own expense: and in the event of their failing to do so within the period specified by SBIIMS in their demand/direction, SBIIMS may carry out the work by other means at the risk and expense, in all respects, of the Contractor.

12.0 STRUCTURAL & ELECTRICAL REQUIREMENTS

Contractor shall clearly indicate the structural and electrical requirements for the installation of equipment apart from the scope of work if not specified. The structural dimensions shall be measured by the contractor and re-verified for acceptance from SBIIMS before manufacturing of equipment.

13.0 ELECTRIC SUPPLY

Electric Supply for Commissioning: -

The available system of electric supply is 415 volts 3 phase 4 wire AC 50 Hz system and 220 volts between phase and neutral. Any equipment /component operating at other than the above-mentioned power supply shall be provided with necessary transformers / voltage stabilizers. The amount of power required for Lifts shall be indicated in the tender. Power shall be provided at one point to be indicated by the bidder. All subsequent electrical systems shall be deemed to be included in the scope of this contract.

Electric Supply for Execution / Installation: -

SBIIMS shall provide single phase power supply of 220 volts, Single phase AC 50 Hz system at a single point for use of tools and tackles and temporary lighting purpose. However, extension of wiring shall be done by the Contractor accordingly as necessary. Also it is the responsibility of the contractor that the temporary wiring done by them is safe, without any cuts and joints and not posing any shock hazard to other workers and contractors working at site. Electricity consumption Charges to be levied @ 0.15% of total value of work done.

14.0 AMBIENT CONDITIONS

All equipment's components and materials used in the work shall be suitable for continuous operation/use at rated output with permissible overload at the extremes of ambient conditions likely to be encountered at site.

Adequate margin shall be built into the design particularly to take care of the higher ambient temperatures, dusty conditions, and high seasonal humidity etc. which is ranging from an ambient of 0 degree Celsius to 50 degree Celsius and relative humidity of 100%.

15.0 WATER

Water for civil work: - Water for Civil Work (Treated water only good for construction but not fit for human consumption) shall be supplied free of cost by SBIIMS at one point only. Any further distribution as required shall be the responsibility of the Contractor at his own cost. The supplies shall be limited to the time and quantum supplied by Municipal Authority. Water consumption Charges to be levied @ 0.10 % of total value of work done.

Water for Drinking: -The Contractor shall make his own arrangements of Drinking water for its workmen at site. Nothing extra shall be payable for this.

16.0 SAFETY REGULATIONS

The entire work is to be carried out in phased manner in existing and fully operational buildings and the contractor shall have to make all necessary and required arrangements to ensure fool-proof safety at all times for the staff, residents and visitors.

The working area required in front of the lift hoist way shall be demarcated and properly barricaded at all times during execution of the work to ensure safe and hassle-free

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passage of staff, residents and visitors of the buildings.

A detailed write up on proposed arrangements is required along with tender bid.

The Contractors shall, at their own expense, arrange for safety provisions as per safety codes of Indian Standards Institution, Indian Electricity Act and such other Rules, Regulations and Laws as may be applicable, as indicated below, in respect of all workmen, labour, directly or indirectly employed in the work for performance of the Contractors' part of this agreement.

- No inflammable materials shall be stored in places other than the rooms specially constructed for this purposes in accordance with the provisions of Indian Explosives Act. If such storage is unavoidable, it should be allowed only for a short period and in addition, special precautions, such as cutting off the supply to such places at normal items, storing materials away from wiring and switch boards, giving electric supply for a temporary period with due permission of SBIIMS shall be taken.
- Protective and safety equipment such as rubber gloves, safety hats, Safety Harness belt etc. should be provided in easily identifiable locations. Where electric or Gas welding or such other nature of work is undertaken, goggles, ISI marked Gas Cylinder apparatus, proper earthing equipment and ELCB shall only be used.
- All necessary personal safety equipment such as Helmets, Protective footwear protective goggles/eye shields, Life Lines and harnesses, Gas masks etc. as considered adequate by SBIIMS shall be used by the contractor/ sub-contractor and workmen employed on the site and maintained in a conditions suitable for immediate use and the contractor shall take adequate steps to ensure proper use of equipment by those concerned.
- All Hoist way where a fall hazard exists shall be secured by the contractor from the date of handover of the hoist way for lift installation. Un-secured hoist way if found by the Site Supervisor / SBIIMS / Consultant during the work execution shall amount to compromise to site safety. Adequate precautions shall be taken to prevent danger of electrical shock from electrical equipment.
- The Contractor shall provide all necessary barricading, warning Signage and lights to protect public from accidents and shall be bound to bear expenses of defense of every suit, action or other proceedings at law that may be brought by any person for injury sustained owing to neglect of the above precautions and to pay any damages and costs which may be awarded in any such suit, action or proceedings to any such person or which may with the consent of the Contractor be paid to compromise any claim by any such person.
- Tested Chain Pulley Blocks, Hoists, transmission ropes, electric wiring and other dangerous parts of hoisting appliances shall be provided with efficient safe guards; hoisting appliances shall not be loaded beyond it's Safe Working Load and Factor of safety to reduce the risk of accidental descend of load. Adequate precautions shall be taken to reduce to the minimum risk of any part of a suspended load becoming accidentally displaced.
- All scaffolds, ladders, First Aid Equipment's/medicines and other safety devices shall be maintained in a safe condition and no scaffold, ladder or equipment shall be altered or removed while it is in use. Adequate washing facilities shall be provided at or near place of work. Necessary warning sign boards in Red paint on Yellow background with proper lighting arrangements for nights are to be provided at prominent locations.
- Necessary number of caution Symbol board such as "DANGER" should be readily available in easily identifiable locations.
- Standard first aid boxes containing medicines and materials as prescribed by the St. John Ambulance Brigade or Indian Red Cross should be provided in easily identifiable locations and should be readily available. Periodical examination of the first aid facilities for elapse of Expiry date and protective and safety equipment provided shall be undertaken and proper records shall be maintained for their adequacy and effectiveness.
- Shock treatment Charts (one in English and one in regional language) displaying methods of providing artificial respiration to a recipient of electrical shock shall be prominently displayed at appropriate places.
- A chart containing the names, addresses and telephone numbers of nearest authorized Signature of the Bidder with Company Seal



medical practitioners, hospitals, Fire Brigade and Police Station also of the officers in charge shall be displayed prominently along with the First Aid Box.

- Workmen working inside the hoist way shall use proper Safety harnesses, lifelines and rope grabbers as a safeguard to fall hazard. The personnel working in the hoist way shall be duly authorized, trained and certified by the Contractor's Safety department for working at height while suspending inside the hoist way.

17.0 COMPLETION TIME & TIME DELAY PENALTY

17.1 COMPLETION TIME

The entire work of replacement of all 2 nos. of lifts shall be completed within Twenty-Seven (32) Weeks from date of commencement. The subject work shall be carried out in phased manner so that adequate numbers of lifts are available at all times for usage by staff, residents and visitors of the buildings. Prices to remain firm and free from any escalation till completion of the entire work post finalization of letter of intent

The shutdown period of 60 days or less envisaged per Lift in line with above completion period is critical and its adherence is a must and any breach in timeline is a material breach. Contractor may bring out at the time of bidding any requirements from SBIIMS's side to help achieve the shutdown periods. The subject shutdown period includes the dismantling period.

Completion of work shall include supply, installation, testing, commissioning and obtaining the required statutory approvals. The work shall not be deemed to be completed till all these items are completed by the Contractor to the satisfaction of SBIIMS / Consultant and lifts are handed over to SBIIMS/SBI fully complete and running in all sense and term.

No materials once delivered at site will be removed by the contractor without prior permission of SBIIMS / Consultant.

17.2 TIME DELAY PENALTY/ LIQUIDATED DAMAGES

If the completion of the work per above clause 17.1 is delayed beyond the completion period due to reasons considered by SBIIMS to be within the contractor's control, SBIIMS/SBI reserve the right to impose time delay penalty @ 0.5% of the contract value per week of delay in completion, limited to a maximum of 5% of the contract value per lift basis which will be deducted from the final bill of the contractor.

17.3 DELAY AND EXTENSION OF TIME

- If in the opinion of the SBIIMS / Consultant, the works is delayed (a) by force majeure or (b) by reason of any exceptionally inclement weather or (c) by reason of proceedings taken or threatened by or dispute with adjoining or neighbouring owners or public authorities arising otherwise than through the Contractor's own default or (d) by the works or delays of other Contractors or Tradesmen engaged or nominated by the SBIIMS / Employer and not referred to in the Schedule of Quantities, and/or Specification or (e) by reason of civil commotion, legal combination of workmen or strike or lock-out affecting any of the building trades or (f) in consequence of the Contractor not having received in due time, necessary instructions from the SBIIMS / Employer for which he shall have specifically applied in writing or (g) from other causes which the SBIIMS / Employer may certify as beyond the control of Contractor or (h) in the event the value of the work exceeds the value of the Priced Schedule of Quantities owing to variation, the SBIIMS / Employer may make a fair and reasonable extension of time for completion of the Contract works. In case of such strike or lock-out the Contractor shall nevertheless constantly use his endeavours to prevent delay and shall do all that may reasonably be required to the satisfaction of the SBIIMS / Employer to proceed with work.
- If, the work be delayed for reasons beyond the control of the Contractor, the Consultant may submit a recommendation to the SBI/SBIIMS Pvt. Ltd. to grant a fair and reasonable extension of time for completion of work as per the terms of contract. If the Vendor needs an extension of time for the completion of work or if the completion of work is likely to be delayed for any reasons beyond the due

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date of completion as stipulated in the contract, the Vendor shall apply to the SBIIMS Pvt. Ltd. in writing at least 30 Days before the expiry of the scheduled time and while applying for extension of time, contractor shall furnish the reasons in detail and his justification along with documentary evidence (copy of relevant pages of hindrance register), if any, for delays. Only that period of extension of time as granted by the employer (on receipt of the application from the contractor or even in absence of any such application certification as to the reasonableness of the grounds for delay) will qualify for exemption of imposition of liquidated damages. For the balance period in excess of original stipulated period and an authorised extension of time granted by the employer, the provision of liquidated damages as stated under clause 17.4 of SCC 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.

17.4 DAMAGES FOR NON-COMPLETION

For the purpose of reviewing/ monitoring the progress of work, three financial milestones, to be achieved on or before the stipulated time, have been defined below. In case, the contractor does not achieve a particular milestone, if any, mentioned below or rescheduled milestone(s) in terms of time extension clause 17.3 of SCC 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 the Bank on such withheld amount/s.

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

If the Contractor fails to maintain the required progress of the works and fails to complete the works by the completion time stipulated in the Contractor within any extended time under time extension Clause 17.3 of SCC hereof and the employer certifies in writing that in his opinion the same ought reasonably to have been completed, the Contractor shall pay the SBIIMS / Employer the sum named as "Liquidated Damages" for the period during which the said works shall so remain incomplete and the SBIIMS / Employer may deduct such damages from any moneys due to the Contractor. The contractor hereby specifically agrees and authorizes the Employer to deduct such liquidated damages, if any, from any instalment of payment becoming due and payable to the contractor in terms of this contract or from the retention money."

Milestones Chart

Milestone No.	Milestone Financial Progress Rs.	Time for achieving	Amount to be withheld in case of Non- achievement of the Milestone.
First	60 % of cost per lift.	Delivery of materials at site	In the event of not maintaining desired pace of progress and not achieving Milestone Financial Progress (as assessed from running payments), an amount of Rs. One lakh per lift shall be withheld from the dues of the contractor for failure to achieve (on stipulated date) the first milestone.
Second	90 % of cost per lift	Installation, testing & Commissioning and handing over with operating license.	In the event of not maintaining desired pace of progress and not achieving Milestone Financial Progress (as assessed from running payments), an amount of Rs. One lakh per lift shall be withheld from the dues of the contractor for failure to achieve (on stipulated date) the second milestone.
Third	Full and final value of	27 Weeks from the date of commencement	LD shall be levied depending upon overall actual extent of delays attributable to the Contractor's actions @ 0.50 % per week of delay per lift subject to a maximum of 5 % of the

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	the work done		Contract Value. Any amount withheld against non-achievement of any milestone shall be adjusted in the LD. If the overall project is delayed by the Contractor, he shall not be entitled to any reduction in the amount of the "Liquidated Damages" to be recovered from his dues by the Employer notwithstanding his successful attainment of certain earlier milestones.
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18.0 Insurance

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 SBIIMS, in the joint names of SBI and the contractor (SBI name being first) and it shall cover the following risk

The Contractor shall obtain Contractor's All Risk Insurance Policy (Value to be 25% higher than contract value) to cover the following:

- Entire contract value including cost of materials.
- Third party insurance to cover for any damages to third party
- Civil commotion, riots, war and other disturbances.
- To cover contractor's liability under Workman's Compensation Act 1923.
- To cover against damage, fire, theft, floods and all other natural calamities or any other loss of all material and equipment to be brought at site.
- The contractor shall ensure against all such liabilities and shall continue such insurance during the whole of the time when any persons employed by him are on the works.
- Workmen compensation policy for all the workmen of the contractor at site.
- Fire risk policy.
- Transit Insurance for transportation from manufacturer's works to site (by air/sea/road etc as applicable)

Note:

These policies shall be valid till the completion of the entire work. If these policies are not provided by the contractor, SBIIMS reserves the right to take the above insurance policies themselves and/ or recover the cost thereof from the bill of the contractor

18.1 Insurance of works

Without limiting his obligations and responsibilities under the contract the Contractor shall insure in the joint names of the SBI/SBIIMS and the Contractor against all loss of damages from whatever cause arising other than the excepted risks, for which he is responsible under the terms of contract and in such a manner that the SBI/SBIIMS and Contractor are covered for the period stipulated in clause 24 of SCC and are also covered during the period of maintenance for loss or damage arising from a cause, occurring prior to the commencement of the period of maintenance and for any loss or damage occasioned by the Contractor in the course of any operations carried out by him for the purpose of complying with his obligations under clause.

- a) The Works for the time being executed to the estimated current Contract value thereof, or such additional sum as may be specified together with the materials for incorporation in the works at their replacement value.
- c) Such insurance shall be affected with an insurer and in terms approved by the SBI/SBIIMS which approval shall not be unreasonably withheld and the Contractor shall whenever have required produce to the SBI/SBIIMS the policy of insurance and the receipts for payment of the current

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premiums.

19.0 Damage to persons and property

The Contractor shall, except if and so far as the contract provides otherwise indemnify the SBI/SBIIMS Pvt. Ltd against all losses and claims in respect of injuries or damages to any person or material or physical damage to any property whatsoever which may arise out of or in consequence of the execution and maintenance of the works and against all claims proceedings, damages, costs, charges and expenses whatsoever in respect of or in relation thereto except any compensation of damages for or with respect to:

- a) The permanent use or occupation of land by or any part thereof.
- b) The right of SBI/SBIIMS to execute the works or any part thereof on, over, under, in or through any lands.
- c) Injuries or damages to persons or properties which are unavoidable result of the execution or maintenance of the works in accordance with the contract
- d) Injuries or damage to persons or property resulting from any act or neglect of the SBI/SBIIMS their agents, employees or other Contractor not being employed by the Contractor or for or in respect of any claims, proceedings, damages, costs, charges and expenses in respect thereof or in relation thereto or where the injury or damage was contributed to by the Contractor, his servants or agents such part of the compensation as may be just and equitable having regard to the extent of the responsibility of the SBI/SBIIMS, their employees, or agents or other employees, or agents or other Contractor for the damage or injury.

20.0 Contractor to indemnify SBI/SBIIMS

The Contractor shall indemnify the SBI/SBIIMS against all claims, proceedings, damages, costs, charges and expenses in respect of the matters referred to in the provision sub-clause 19 of this clause.

21.0 Contractor's superintendence

The Contractor shall fully indemnify and keep indemnified the SBI/SBIIMS Pvt. Ltd. against any action, claim, or proceeding relating to infringement or use of any patent or design or any alleged patent or design rights and shall pay any royalties which may be payable in respect of any article or part thereof included in the contract. In the event of any claim made under or action brought against SBI/SBIIMS in respect of such matters as aforesaid the Vendor shall be immediately notified thereof and the Vendor shall be at liberty, at his own expenses to settle any dispute or to conduct any litigation that may arise there from, provided that the Contractor shall not be liable to indemnify the SBI/SBIIMS if the infringement of the patent or design or any alleged patent or design right is the direct result of an order passed by the SBIIMS/SBI in this behalf.

22.0 Third Party Insurance

Before commencing the execution of the work the Vendor but without limiting his obligations and responsibilities under clause 18.0 of SCC shall insure against his liability for any material or physical damage, loss, or injury which may occur to any property including that of SBI/SBIIMS, or to any person, including any employee of the SBI/SBIIMS, by or arising out of the execution of the works or in the carrying out of the contract, otherwise than due to the matters referred to in the provision to clause 18.0 thereof.

22.1 Minimum amount of Third Party Insurance

Such insurance shall be affected with an insurer and in terms approved by the SBI/SBIIMS which approval shall not be reasonably withheld and for at least the amount stated below. The Vendor shall, whenever required, produce to the SBIIMS/SBI the policy or policies of insurance cover and receipts for payment of the current premiums.

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The minimum insurance cover for physical property, injury, and death is Rs.5 Lakh per occurrence with the number of occurrences limited to four. After each occurrence Vendor will pay additional premium necessary to make insurance valid for four occurrences always.

23.0 Accident or Injury to workman:

- i. The SBI/SBIIMS Pvt. Ltd. shall not be liable for or in respect of any damages or compensation payable at law in respect or in consequence of any accident or injury to any workmen or other person in the employment of the Contractor or any sub- Contractor, save and except an accident or injury resulting from any act or default of the SBI/SBIIMS or their agents, or employees. The Contractor shall indemnify and keep indemnified SBI/SBIIMS against all such damages and compensation, save and except as aforesaid, and against all claims, proceedings, costs, charges and expenses whatsoever in respect thereof or in relation thereto.
- ii. **Insurance against accidents etc. to workmen**

The Contractor shall insure against such liability with an insurer approved by the SBI/SBIIMS during the whole of the time that any persons are employed by him on the works and shall, when required, produce to the architect / consultant such policy of insurance and receipt for payment of the current premium. Provided always that, in respect of any persons employed by any sub- Contractor the Contractor's obligation to insure as aforesaid under this sub-clause shall be satisfied if the sub- Contractor shall have insured against the liability in respect of such persons in such manner that SBI/SBIIMS is indemnified under the policy but the Contractor shall require such sub- Contractor to produce to the SBI/SBIIMS when such policy of insurance and the receipt for the payment of the current premium.
- iii. **Remedy on Contractor's failure to insure**

If the Contractor fails to effect and keep in force the insurance referred to above or any other insurance which he may be required to effect under the terms of contract, then and in any such case the SBI/SBIIMS may effect and keep in force any such insurance and pay such premium or premiums as may be necessary for that purpose and from time to time deduct the amount so paid by the SBI/SBIIMS as aforesaid from any amount due or which may become due to the Contractor, or recover the same as debt from the Contractor.
- iv. Without prejudice to the others rights of the SBI/SBIIMS against Contractor. In respect of such default, the employer shall be entitled to deduct from any sums payable to the Contractor the amount of any damages costs, charges, and other expenses paid by the SBI/SBIIMS and which are payable by the Contractors 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 monies 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 payment in respect of the expenditure incurred for rebuilding or repairing of the materials or goods destroyed or damaged.

24.0 SECURITY DEPOSIT AND PERFORMANCE BANK GUARANTEE

24.01 Security Deposit:

Immediately after the award of work the Contract, the successful Contractor shall submit an unconditional & irrevocable bank guarantee from any Nationalized/Scheduled bank in favor of "SBI Infra Management Solutions Pvt. Ltd." payable at "Mumbai" for amount equivalent to 10% of contract value in the prescribed format provided in Annexure-5 for the due fulfilment of the contract within period of 14 Days. The DD towards earnest money deposit furnished at the time of submission of tender will be returned thereafter. This Bank Guarantee towards security

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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 two years thereafter i.e. one year for defect liability period and first year of AMC. In case successful bidder fails to deposit such security deposit within the period specified or any reasonable timeline not exceeding 3 days the SBIIMS reserve the right to cancel the tender and forfeit the EMD.

24.02 Performance Bank Guarantee

The successful Contractor/bidder shall submit an unconditional Bank Guarantee for 10 % of the prevailing AMC value for a period of 12 months before the commencement of the AMC contract, and will ensure its periodical renewal well in advance for fresh Bank Guarantee of required amount year after year for due fulfilment of the terms and obligations of the annual maintenance contract for the AMC period of lift in the tender.

All compensation or other sums of money payable by the Contractor to the Employer/Bank/SBIIMS under the terms of this Contract may be deducted from the security deposit/Performance Bank Guarantee, if the amount so permits unless the contractor deposits such amounts in cash within ten days of issue of demand notice by SBIIMS.

25.0 FREE MAINTENANCE PERIODS

Quoted rates shall be deemed to be inclusive of, **free comprehensive maintenance (including spares) of Lifts for a period of One year** from the accepted date of completion of the contract.

AMC rates post this period have been asked for & shall be quoted in the priced BOQ. Such AMC terms of payment would be quarterly payment on completion of each quarter and final bill for the last quarter would be made post adjustment of any deductions.

26.0 TERMS OF PAYMENT

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

(a) First Stage Payment

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

- i) Unconditional Order Acceptance.
- ii) Bank Guarantee towards Security Deposit (10 % of Contract Amount)
- iii) Manufacturer's Inspection and Test Certificates.
- iv) 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 and if any shortfall is noticed during installation, commissioning and testing they will be supplied without any additional charge to the SBIIMS
- v) Policies of insurance covering all the risks during transit, storage, installation, commissioning, testing and handing over including third party liabilities.

(b) Second Stage Payment

30% of the quoted rate pro rata against erection, testing and commissioning.

(c) Final Stage Payment

10% payment shall be released on the vendor's complying with the technical observations of the Competent State Licensing /inspecting authority and submitting copy of license/ statutory permissions.

- Payment for AMC shall be released quarterly by SBIIMS/SBI at the end of each quarter on

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submission of monthly work done certificates by the Contractor.

27.0 TAXES / DUTIES

The rates quoted shall inclusive of all levies/Duties/taxes/ Charges etc. but excluding GST. Which will be payable extra as applicable.

28.0 TAX DEDUCTION AT SOURCE

Income tax to be deducted at source shall be deducted from your running account bills as per statutory requirements.

It is specific requirement that the Contractor/supplier shall be registered with State Sales Tax Authorities, PF commissioner, Labour Deptt. etc. and shall submit a certified copy of same to SBIIMS/SBI.

29.0 RIGHT OF TECHNICAL SCRUTINY OF FINAL BILL

The SBIIMS / Employer / 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 the SBIIMS / Employer to recover the sum.

30.0 SITE VISIT

The bidder at his own responsibility, risk and cost is expected to visit and examine the site of work and its surrounding and obtain all necessary information that may be necessary for preparing the tender bid and entering into a contract.

The bidder shall make all necessary arrangements for the safety of person visiting the site and shall indemnify SBIIMS against any claims arising from such visits.

The bidder shall confirm such visit in the tender bid in which he will bring up the following:

- a) Confirmation of the said site visit
- b) Confirmation that he has understood the entire work
- c) Confirmation that no structural changes would be required
- d) Confirmation that no architectural/civil changes would be required

31.0 VARIATIONS / ADDITIONAL / ALTERED / SUBSTITUTED ITEMS

No addition, alteration, omission or variation shall vitiate this contract. In case SBIIMS/SBI thinks proper, at any time during the progress of the works, to make any alterations in or omission from the works or any alteration in the kind or quality of the materials to be issued therein, SBIIMS, shall give notice thereof in writing well in advance under his hand to the contractor, the contractor shall alter, add to or omit from, as the case may require, in accordance with such notice. The value of such extra alteration, addition or omissions shall in all cases be determined by SBIIMS in accordance with the provisions mentioned below hereof and the same shall be added to or deducted from the Contract amount accordingly, there shall be no limit to any such additions, alterations, omissions & variations which can be effected by SBIIMS to complete the work as per SBIIMS's requirements.

If the altered /additional or substituted work required to be executed as per SBIIMS's requirement for any item(s), of which, there are no established rates in Schedule of Items, the same shall be payable as per the provisions stated hereunder:

- As far as possible rates for such items shall be worked out from agreed Schedule of Items on pro-rata basis.
- In respect of those items, where the basic rate of material is indicated in the description of items, the contractor should quote its rate assuming that indicated basic rate is the prevailing market rate of that particular material. However, such rates would be suitably modified on the basis of

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actual market rate of the material which shall be procured and provided by the contractor.

- The rate will be modified only by taking into cognizance, the difference in the rate of material as indicated in the item and corresponding market rate of that material including wastage & contractor's profit, whereas all other parameter constituting that rate will remain unchanged.
- If it is not possible to work out such rates, Contractor shall be paid on the basis of labour cost, cost of material used excluding cost of materials being supplied by SBIIMS plus 15% (Fifteen percent) to cover Contractor's profit, supervision, overheads/ establishment, tools, plant, machinery, sundries and contingencies.
- Only GST for work contract shall be paid extra (as per rule) etc.
- SBIIMS's decision regarding labour cost and material cost shall be final and binding on Contractor.

32.0 DEFAULT NOTICE AND TERMINATION NOTICE

(a) **Default Notice** - If an Event of Default occurs, apart from exercising all other rights of the Association under this tender, SBIIMS/SBI may give to the Contractor a notice in writing specifying the Event of Default complained of.

(b) **Termination Notice** - If SBIIMS/SBI such notice and the Contractor does not cure such Event of Default, if capable of cure or rectification, within thirty (30) days after receipt of such notice, SBIIMS/SBI may at its option, in addition to other remedies set forth in this tender or available under law, terminate the contract by written notice to the Contractor.

(c) **Consequences of Termination** - Upon termination of the contract in the manner set out above, the following consequences shall ensure: -

(d) If the Contract is terminated due to default of the Contractor, the mobilization advance would be deemed as interest bearing advance at an interest rate of 18% per annum to be compounded quarterly.

- The Contractor shall ensure that the Site is safe and remains duly secured till takeover of the Works at Site by another person.

- Subject to the above, the Contractor shall cease all further work and remove all personnel and its installation gadgets or tools which may be lying on the Site.

- No further consideration shall be payable to the Contractor. The Contractor shall have no claims whatsoever in respect of any Works already carried out or equipment or materials supplied.

- SBIIMS/SBI shall be fully and absolutely entitled to all materials and equipment already supplied by the Contractor, whether already installed or not, and shall be free to use or dispose of all such materials and equipment in any manner that it deems fit.

- Since the lifts are an essential facility in Maker Kundan Garden at Juhutara road, of SBI at Santacruz, Mumbai, upon termination, would be constrained to appoint another contractor to complete all pending Works and make all Lifts operational at the earliest, and/ or to maintain the operational lifts. The Contractor undertakes to render all reasonable co-operation and provide all documents and information relating to the Lifts and other equipment supplied by it, as may be reasonably required by SBIIMS/SBI or such contractor.

- The Contractor shall be liable to reimburse to SBIIMS the difference between: (a) all costs and expenses incurred by SBIIMS in causing the pending Works to be carried out and other services including maintenance to be provided by other contractors, and (b) the balance consideration that was to be paid to the Contractor under the contract, within 10 days of receipt of such demand from SBIIMS.

- The Contractor shall, in addition to the above, be liable to pay to SBIIMS a sum being equivalent to 5% of Net Amount Payable, within 10 days of termination as and by way of liquidated damages.

33.0 FORCE MAJEURE

Neither Vendor nor SBI/SBIIMS shall be considered in default in performance of the obligations if

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such performance is prevented or delayed by events such as but not war, hostilities revolution, riots, civil commotion, strikes, lockout, conflagrations, epidemics, accidents, fire, storms, floods, droughts, earthquakes or ordinances or any act of or for any other cause beyond the reasonable control of the party affected or prevents or delayed. However, a notice is required to be given within 30 days from the happening of the event with complete details, to the other party to the contract.

As soon as the cause of force majeure has been removed the party whose ability perform its obligations has been affected, shall notify the other of such cessation and the actual delay incurred in such affected activity adducing necessary evidence in support thereof.

From the date of occurrence of a case of force majeure obligations of the party affected shall be suspended during the continuance of any inability so caused. With the caused itself and inability resulting there from having been removed, the agreed time completion of the respective obligations under this agreement shall stand extended a period equal to the period of delay occasioned by such events.

Should one or both parties be prevented from fulfilling the contractual obligations by state of force majeure lasting to a period of 6 months or more the two parties, shall mutually decide regarding the future execution of this agreement.

34.0 ARBITRATION / DISPUTE RESOLUTION

Except where otherwise provided in the contract all questions and disputes to the meaning of the specifications, design, drawings and instructions herein before mentioned and as to the quality of workmanship or materials used on the work or as to any other question , claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, designs, drawings specifications, estimates, instructions orders or these conditions or otherwise concerning the work or the execution or failure to execute the same whether arising during the progress of the work or after the cancellation, termination, completion or abandonment thereof shall be dealt with as mentioned hereinafter:

i) If the Contractor considers that he is entitled to any extra payment or compensation in respect of the works over and above the amounts admitted as payable by the authorized person of SBI/SBIIMS or in case the Contractor wants to dispute the validity of any deductions or recoveries made or proposed to be made from the contract or raise any dispute, the Contractor shall forthwith give notice in writing of his claim, or dispute to the respective Circle/Vice President, SBIIMS , of respective Circle Office, within 30 days from the date of disallowance thereof or the date of deduction or recovery. The said notice shall give full particulars of the claim, grounds on which it is based and detailed calculations of the amount claimed and the Vendor shall not be entitled to raise any claim nor shall the SBI/SBIIMS be in any way liable in respect of any claim by the Contractor unless notice of such claim shall have been given by the Contractor to the V.P of respective Circle, SBIIMS, of respective Circle Office, in the manner and within the time as aforesaid. The Vendor shall be deemed to have waived and extinguished all his rights in respect of any claim not notified to the respective Circle/Vice President, SBIIMS, of respective Circle Office, in writing in the manner and within the time aforesaid.

ii) The Circle/Vice President, SBIIMS, of respective Circle Office, shall give his decision in writing on the claims notified by the Contractor. The Contractor may within 30 days of the receipt of the decision of the Circle/Vice President, SBIIMS of respective Circle Office, submit his claims to the conciliating authority namely the Circle Development Officer of respective Circle /C.O.O. SBIIMS, Head Office, Raheja Chambers, Free Press Journal Marg, Mumbai. for conciliation along with all details and copies of correspondence exchanged between him and the SBIIMS.

iii) If the conciliation proceedings are terminated without settlement of the disputes, the Contractor shall, within a period of 30 days of termination thereof shall give a notice to the concerned Chief General Manager/M.D. & C.E.O. of the SBIIMS for appointment of an arbitrator to adjudicate the notified claims falling which the claims of the Contractor shall be deemed to have

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been considered absolutely barred and waived.

iv) Except where the decision has become final, binding and conclusive in terms of the contract, all disputes or differences arising out of the notified claims of the Contractor as aforesaid and all claims of the SBI/SBIIMS shall be referred for adjudication through arbitration to the Sole Arbitrator appointed by the Chief General Manager/ M.D. & C.E.O. and who will be an officer not less than the rank of Deputy General Manager of SBI/SBIIMS . If the arbitrator so appointed is unable or unwilling to act or resigns his appointment or vacates his office due to any reason whatsoever another sole arbitrator shall be appointed in the manner aforesaid by the said Chief General Manager /M.D. & C.E.O. of the SBIIMS Such person shall be entitled to proceed with the reference from the stage at which it was let by his predecessor.

It is a term of this contract that the party invoking arbitration shall give a list of disputes with amounts claimed in respect of each dispute along with the notice for appointment of arbitrator.

It is also a term of this contract that no person other than a person appointed by such Chief General Manager/M.D. & C.E.O. of the SBIIMS as aforesaid should act as arbitrator.

The conciliation and arbitration shall be conducted in accordance with the provisions of the Arbitration & Conciliation Act 1996 or any or any accordance modification or reenactment thereof and the rules made there under.

It is also a term of the contract that the Arbitrator shall be deemed to have entered on the reference on the date he issues notice to both the parties calling them to submit their statement of claims and counter statement of claims. The venue of the arbitration shall be such place as may be fixed by the arbitrator in his sole discretion. The Cost of the reference and of the award shall be in the discretion of the arbitrator who may direct to any by whom and in what manner, such costs or any part thereof, shall be paid and fix or settle the amount of costs to be so paid.

31.0 QUOTED RATES AND EVALUATION OF FINANCIAL BIDS

The Contractor is required to submit their Financial Bids online in the prescribed format i.e Section I and Section II provided in Price bid part-2.

The rates to be quoted by Contractor in the financial bids shall be inclusive of all levies/Duties/taxes/ Charges etc. but excluding GST. Which will be payable extra as applicable.

however, shall be inclusive of the following items:

- the value of work described under several items including all costs and expenses which may be required in and for the execution of work.
- general risks, liabilities and obligations (e.g. temporary buildings, fencing, watch and ward lighting, insurance and the like)
- all labour, materials, plants, civil works, equipment, hoists, tackles, scaffoldings, sundries etc. as may be necessary for full and entire completion of work.

The Contractor shall submit the AMC Charges online for all the lifts described in the contract as per prescribed format provided in Section II of Price bid part-2.

AMC rates shall be quoted for Comprehensive Annual Maintenance for a period of 10 years after expiry of the defect liability and free maintenance period of 01 year. The terms and conditions during AMC period shall be as SCC clause 10.2 and 10.3 above.

Evaluation of the financial bids shall be done on the basis of Total Amount obtained after E-reverse auction using the following formula:

$$\text{GRAND TOTAL (GT)} = \text{Section (I)} + \text{Section (II)}$$

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Where,

- (I)** = Total of Section -I of Price bid part-2 (SITC of 8 Passenger, 2 Nos. lifts at Maker Kundan Garden at Juhutara road, Santacruz, Mumbai
- (II)** = Total of Section -II of Price bid part-2. (Total CAMC charges for 10 years for 2 Nos. lifts at Maker Kundan Garden at Juhutara road, Santacruz, Mumbai



TECHNICAL SPECIFICATION FOR GEARLESS PASSENGER LIFT

1. General Requirements

The installations shall generally be carried out in conformity with the requirements of Indian Electricity Act, 1910 as amended up to date and Indian Electricity Rules, 1956 framed there under, the relevant regulations of the Electric Supply Authority concerned and also with the specifications laid down in the Indian Standard IS: 732/1963 "Code of Practice (Revised) for Electrical Wiring Installations (System Voltage not exceeding 650V)". The work shall be executed as per National Electrical Code and if any item is not covered there under or there is any doubt, the specification approved by the Engineer-in-charge will be final and binding.

Ambient Conditions

All Electrical installations and equipment shall be suitable to work in following ambient conditions.

Maximum Temperature : 50 degree Celsius

Relative Humidity : 100 %

In the vicinity of : Mumbai city

System Conditions

The Electrical installations and equipment shall be suitable for operation in following system conditions.

Supply voltage : 415 Volts +/-10%

Supply frequency : 50Hz +/-5%

Number of Phases : Three

2. DRIVE UNIT

- 2.1 The machine shall be of the Gearless A.C. permanent magnet type with a single piece main shaft, integral drive sheave and brake disc. The main brake shall be of the Disc type with independent dual action capable of arresting the load on any single caliper. In the event of undetected brake wear, the brake shall not lift and thereby automatically prevent further lift operation.
- 2.2 An AC Closed Loop, Variable Voltage Variable Frequency (VVVF), motion control and velocity profile shall be provided. The micro-computer-based speed control system shall incorporate a digital closed loop feedback system ensuring the actual elevator speed is in line with a dictated pattern during all phases of travel, namely acceleration, full running speed and deceleration. All phases of travel shall be controlled regardless of load or direction of travel.
- 2.3 The acceleration and deceleration values shall be easily adjustable on site by qualified personnel and shall be initially set at 1.2 m/s squared.
- 2.4 The stopping accuracy shall be no more than + / - 5 mm before loading or unloading the car. The mechanical brake shall not be operative before the car has been electrically stopped and at speed zero.
- 2.5 To compensate for rope stretch under various load conditions, an automatic re- leveling system is to be furnished to ensure the car stays within the floor leveling zone at all times.

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- 2.6 The Car speed shall be $\pm 3\%$ of contract speed under any loading condition.
- 2.7 The car Brake capacity should be capable of preventing the lift car from movement with 90 % of rated load, with the lift car at rest.
- 2.8 The Car ride quality shall be
- (i) Horizontal & Vertical vibration should be in conformity with industry / manufacturer's standard and max deviation should be of 3 %. The vendor to be supported by relevant test certificates and shall be verified with required monitoring / testing instrument at site before handing over.
 - (ii) Acceleration and Deceleration: the controller should provide for smooth acceleration and deceleration without any perceivable jerks
- 2.9 The vendor shall provide drives for ACVVVF with 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.
- 2.10 The Encoder shall be of Direct drive, solid-state, digital type. Update car position at each floor and automatically restore after power loss.
- 2.11 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 or belt 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.
- 2.12 The over speed governor and Tripping of the safety gear shall be adjusted to 90 percent of the rated speed.
- 2.13 The Emergency Brake shall be Provided 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.
- 2.14 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.
- 2.15 The noise level relating to lift equipment operation in machine room shall not exceed 75 db. All db readings shall be taken one meter off the floor and one meter from equipment.

3. LIFT WELL EQUIPMENT

- 3.1 The vendor shall provide guide rail, machined steel T-sections for car and counterweight of suitable size and weight for the application as per standard manufacturer's specifications, including brackets for attachment to building structure.
- 3.2 Buffers, Car and Counterweight: Provide new spring type with blocking and support channels.
- 3.3 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.
- 3.4 Counterweight: Provide new counterweight with steel frame with metal or concrete filler weights and sliding guides.

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3.5 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

3.6 Hoist and Governor Ropes: Provide new traction steel type to suit machine manufacturer's requirement. Fasten with staggered length, adjustable, spring isolated wedge type shackles.

3.7 Terminal Stopping: Provide normal and final devices.

4. CONTROLLER

4.1 The control switchgear shall be microprocessor based. It shall incorporate the following:

- > Smooth acceleration and deceleration.
- > Smooth start/stop.
- > Accurate floor leveling of ± 3 mm to ± 5 mm.
- > Landing floor position.
- > Adjustable timer for car doors.
- > Automatic re-leveling.
- > Car overload cut-out.
- > Over load device
- > Fireman's Switch at Main Lobby with Stainless Steel Signal Fixtures.
- > Speed Governor System for Over Speeding.

5. ELECTRICAL WIRING:

The Electrical Wiring and Wiring Connections should be done according to following schedule.

(i) Conductors and Connections: Copper throughout with individual wires coded and connections on identified studs or terminal blocks. All wiring shall be run in containment. 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 (Provision of spare Cable for installations of CCTV, Fire detector, PA etc needs to be provided by the bidder within quoted rates) in addition to those required to connect specified items. Tag spares in machine room.

(ii) Travelling Cables: FRLS Cable shall be provided. 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, through and ducts shall comply with the requirements of relevant IS specification or BS specifications

6. LIFT CAR & EQUIPMENT

6.1 The lift shall be suitable for carrying 8 passengers i.e. 544-Kg at a speed of 1.0 mps. It shall travel from Ground floor to 13th floor. Each floor height is about 3.0 m. It shall have fourteen stops and fourteen openings. All the openings shall be on same side. The machine room shall be located on the top.

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6.2 The lift car and car frame shall be constructed fully of metal. Special precautions shall be observed so that drumming is eliminated by use of the application of anti- drumming paint to the outside of the car wall panels.

6.3 19 mm Granite floor covering shall be provided in the lift car.

6.4 The car roof shall be of robust construction and design to withstand, without deformation, the weight of two men and tools.

6.5 Adequate Ventilation shall be provided in the car.

6.6 Car doors shall have the minimum clear opening of 700 wide x 2000 high and during travel the car door shall be mechanically locked.

6.7 Four 8-watt LED lamps with diffusers and one blowers shall be provided in the car.

6.8 An emergency alarm unit shall be located at the main level served, the push for which should be clearly labeled in the car operating panel.

6.9 Car Sling shall be Provided with welded or bolted, rolled or formed steel channel construction.

6.10 Provide new governor actuated safety properly affixed to underside of car platform.

6.11 Provide new platform of isolated type made of steel, which are fireproofed on underside.

6.12 Provide sliding guides as guide Shoes, aluminum car sill manufactured with one-piece extrusion

6.13 Car Operating Panel with **alarm** button to ring bell located on car and actuate two-way communication systems.

6.14 The car enclosures equipment such as shell and canopy shall be of steel with baked enamel interior finish as selected. The suspended ceiling should be of stainless steel hairline finish.

6.15 Front Return Panels and Integral Entrance Columns, Transom and Interior Wall Finish: combination of stainless steel scratch resistant finish, as approved by the Employer

7.0 LIFT CONTROL

- The operation shall be Duplex Full Collective Automatic, with one button in the car for each landing. All stops registered by the momentary pressure of the car buttons shall be made in the order in which the landings are reached after the buttons have been pressed but irrespective of the sequence in which calls were registered.
- Stops registered by the momentary pressure of the buttons at the landings shall be made in the order in which the landings are reached in the down direction of travel after the buttons have been pressed. All UP direction landing calls shall be answered when the car is traveling in the UP direction and all Down direction landing calls shall be answered when the car is traveling in the DOWN direction, except in the case of the terminal floor calls which shall be answered as soon as it is reached.
- Load Non-Stop Option - The landing calls shall be bypassed but not cancelled if the load in the car is approximately 80% of the contract load.
- Push buttons: Provide 2 no. UP & Down at each floor with flush mounted faceplates. Include pushbuttons for each direction of travel, which illuminate to indicate call registration. Provide any cutting and patching required.
- Car position to be displayed inside car as well as at each floor



8.0 SIGNALS

- Position Indicators: Provide Dot Matrix type floor position indicators at each entrance as per manufacturer's standard specifications, as approved by the Bank.
- Car Position Indicator: Provide inside car Dot Matrix, floor indicators with direction arrows to indicate floor served and direction of car travel. When a car leaves or passes a floor, illuminate indication-representing position of car in lift well.
- Faceplate Material and Finish: Stainless steel in matt finish on all floors.

9.0 CAR AND LANDING EQUIPMENT

9.1 Landing equipment, mounted to the side of each door, contained within a flush mounted stainless-steel panel, shall comprise a call illuminated push or on the front wall.

9.2 Car equipment, mounted in a stainless-steel finish, flush panel, shall comprise: -

- > Call pushes, illuminated, for each floor.
- > Car position indicator, illuminated, for each floor, to indicate car position.
- > Alarm push.
- > A door open push to re-open the doors when closing.
 - Door close button.
 - Auto – Attendant Key switch
 - Intercom button

9.3 A digital dot matrix display shall be provided; Character heights shall be 25 mm.

9.4 The Car Operating Panel shall be located within the car wall in accordance with the requirements of the Building Regulations to ensure it is also suitable for use by disabled persons.

9.5 The car panel shall include of the button, which will indicate that it has been pressed. Buttons (Tactile in compliance with Building Regulations) shall be provided for entering floor calls, door open and alarm.

9.6 A position indicator providing a digital display shall be included. The panel shall also include:

- > Emergency Car Lights.
- > Passenger inter-communication units
- > Independent service key switch.
- > Car overloaded indicator.

10. CAR & LANDING DOORS.

10.1 The landing doors, at each level, shall be two-hour fire rated, two panel, center opening power operated fully automatic. Doors shall be stainless steel, not less than 18 gauge, and shall be silent in operation.

10.2 All doors shall be fitted with a combined mechanical and electrical interlock.

10.3 The landing door locks shall be configured such that it shall not be possible to open the doors from the landing side, unless the car is at the particular landing level. Nor shall it be possible to start the lift, or keep it in motion, unless all landing doors are closed.

10.4 Provision shall be incorporated for opening the landing doors by emergency key, irrespective of car position.

10.5 An infrared screen curtain type detector shall be provided (Curtain of light). This shall provide
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protection across the full width and height of the entrance. Interruption of the curtain beams minimum 150 beams shall cause the doors to reopen. An adjustable timer shall be provided, to adjust the opening and closing time of the car, and of the landing doors.

Entrance Equipment: Provide the following new equipment:

- *Door Hangers.*
- *Door Tracks*
- *Door Interlocks.*
- *Door Closers.*
- Facia plates wherever necessary should be full length (i.e from upper sill to top of header)

10.6 LIFT WELL ENTRANCES

Architraves: Retain existing center line

Landing doors: Provide as specified

Sills: Provide new sills manufactured of extruded aluminium.

10.7 Building Management System

Vendors to provide potential free contacts on control systems for Fire service, emergency power, floor indications etc.

10.8 Specification for 6 Person Gearless Passenger Lift

Electric Gearless Traction Machine room passenger lift

i) Contract load	8 person (544kg)
ii) Lift speed	1.0 m/s
iii) Number of floors served	G+ 13 floors
iv) Position of openings	Single entry or through car configuration
v) Door type	700 (w) x 2000 (h),
vi) Control system	Duplex Full Collective
vii) Lift machine	Gearless with integral drive sheave & brake disk
viii) Lift motor	3 phase permanent magnet type
ix) Speed Control	Variable frequency with closed loop
x) Clear internal lift well dimensions	1290 mm wide x 1100mm deep
xi) Pit depth	1550mm (1.0 m/s)
xi) Headroom	4200mm to underside of lifting beam
xii) Power supply	415/230V (+/-6%) 3 phase and Neutral 50 Hz

10.9 Lift Car Specification

i) Front wall	Stainless steel in 18 gauge Honeycomb Finish
ii) Side & Rear walls	Stainless steel in 18 gauge Honeycomb Finish
iii) Car operating panel	Stainless steel finish
iv) Car flooring	19 mm Granite flooring
v) Car ceiling	Suspended modular panels finished in brushed stainless steel
vi) Lighting	4 nos. LED's of 8 Watt each with diffusers

10.10 Other features to be included

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- i) Ventilation Natural, ventilation slots at high & low levels
- ii) Handrail Mirror finish stainless steel to rear wall
Car operating panel Digital Dot matrix with direction Indicators Micro movement pushes, Door open push ,Alarm push, All pushes to have tactile indication Emergency light unit Hands free intercom system to be provided built in COP
- iii) Car door finish Stainless steel in 18 gauge Honeycomb Finish
- iv) Landing door & surround finish Stainless steel in 18 gauge Honeycomb Finish
- v) Car and landing entrances VF Power operated doors
- vi) Curtain of light, full height safety edge minimum 150 beams
- vii) Two-hour fire certified entrances at All floors.
- viii) Stainless steel landing pushes, with Tactile indication, to be located Within the doorframe or front walls.
- ix) Landing aprons and toe guards of full length.
- x) Audible alarm to be located at the main level served.
- xi) Pit ladder
- xii) Sound insulation
- xiii) Buffer steel work
- xiv) Tactile pushes to both car and Landing pushes.
- xv) Overload Warning Indicator in car
- xvi) Automatic Rescue Device with batteries

11.0 Additional Features available which add Safety, Security and Passenger Comfort:

• Safety:

Safety features protect passengers from experiencing any danger or discomfort due to failures in the elevator or power supply system, or due to external emergencies such as earthquake or fire. Some safety features provide means of communication for passengers in the car during emergency situations.

• Automatic Rescue Device (ARD)

This feature is intended to move automatically the car to the nearest floor when the car has stopped between floors because of a failure of 1 phase or 3 phase power supply. The car emergency operation is performed at low speed and all safety functions are working. The resetting into normal operation is made automatically when the power supply returns. Both battery unit (12V/36 V) and control module are located in the machine room. 3 way intercom shall be provided press/speak inside car, one instrument machine room and one at lift lobby.

Voice Announcer & Speaker:

This feature within the control panel or at car top enables a computerized voice to inform passengers of floor arrivals and car departures,

To comply with the Building regulations there is a requirement that the lift car should provide both visual and voice indication of the floor reached if it serves more than three floors.

• Nudging Service, shortened time

The doors are closed with limited speed and a buzzer is operated if someone has been standing in between the car doors for a long period of time. The buzzer sound is intended to warn people that they are preventing the doors from closing. The doors are naturally closed in a safe manner: The closing force is limited to a safe level (150N) and the nudging time is shortened depending on how many times this feature is used.

• Quick close from car call

To save passengers time, doors will start to close when a passenger inserts a car call. If any of the door devices (safety ray, curtain of light) detects another passenger entering or exiting, or

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a passenger pushes the Door Open Button, the door will be re-opened. The Quick Close feature saves time especially if only one passenger enters the car.

- **Curtain of light**

The Curtain of Light consists of a series of invisible light beams minimum of 150 beams across the car door entrance. The curtain of light detects if there are passengers between the doors and so prevents the doors from closing. The Curtain of Light is used for the same function as the Safety Ray but the Curtain of Light has the advantage of detecting an obstacle in any location between the door opening. (Included as standard)

- **False car call canceling**

The option is used to cancel car calls if there is nobody entering or leaving the elevator car or if the elevator car is empty. It protects elevator service against abuse, done by for example playing children pushing a lot of car calls and then leaving the car. The detection of false car calls is based on either the load in the car or passengers cutting the safety ray or both.

- **The following features should also be included.**

- a) Automatic Car Return.
- b) Home Landing.
- c) Current Harmonic Filter.
- d) Failure Auto Diagnose
- e) Intercommunication unit
- f) Reverse Phase Relay
- g) Load Non-Stop
- h) Overload Device (Car)
- i) Re-leveling
- j) Top of car Inspection

- k) Anti-Nuisance Operation
- l) Automatic Return Device
- m) Attendant Operation
- n) Car Arrival Chime
- o) Emergency Fireman Operation
(Automatic Return to Lobby)

12.0 STANDARD: -

- Unless otherwise specified, all materials covered under this specification shall be designed, manufactured, tested and installed in conformity with the latest Indian Standard Specifications. In case such Indian Standard Specifications are not published equivalent British Standard Specifications shall be followed. All equipment shall conform to latest Indian Electricity Rules, PWD and Local/State laws or byelaws as regards to safety, earthing and other essential provisions specified therein.
- All equipment and materials selected shall also be supplied and installed taking into consideration the Factories Act, Fire Regulations and Local laws or byelaws. All light fittings and equipment selected shall be of well tied out design. All materials used in the assembly of fittings and their accessories shall be of high quality and manufactured in *accordance with the best modern practice*.
- All the materials supplied by the contractor according to the contract conditions will be subject

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to inspection and approval by the Consultant or/and Engineer-in-charge or their authorized representative from time to time. The contractor shall extend all required facilities for such inspection free of cost. At the time of inspection, the inspecting officer shall have full liberty to reject any such material, which does not confirm to specifications or the requirements. The owner shall not entertain any claim for the rejected materials. The contractor shall remove all rejected materials from the site at his own cost.

- The owner shall not accept any surplus material procured by the contractor.
- The contractor will be responsible to get electrical installations inspected by the Electrical Inspector of the State Government and to obtain the statutory clearance for energisation. The owner will reimburse the necessary inspection fees on production of documentary evidences.
- The contractor should possess valid electrical contract license and labour license issued by the appropriate statutory authority of the State Government during the execution of the contract.
- The contractor shall be registered with Provident Fund Department for engagement of Labour / Employees.

13.0 INSPECTION AND APPROVAL

The contractor shall put up samples of all major items for inspection and testing by the Consultant and/or Engineer-in-charge for which the contractor shall furnish minimum 10 days clear notice in advance to enable them to depute their Inspecting Officer. Similar procedure shall be adopted for the approval of samples of minor materials/ accessories to be used for the work.

14.0 PERFORMANCE GUARANTEE

The supplied equipment shall be guaranteed for a trouble-free operation against any bad workmanship; bad quality of material used and/or faulty design for a minimum period of 12 months from the date of commissioning by the owner. The Supplier shall rectify the defects, if any, found during this period and replace all faulty materials free of cost.

15.0 EXECUTION

At the time of execution successful tenderer has to dismantle only 1 lift at a time. Other lift will be in operation.

After dismantling of the existing lift, firm has to provide required scaffolding in the shaft which will be used by the SBIIMS / Bank for carrying out major civil work if any. Any damages to scaffolding during this period will be attended by the SBIIMS / Bank. Major civil repair work like any modification required in the existing foundation will be done by the SBIIMS / Bank. Allied civil work like partitioning, puncturing wall /ceiling, removing & repairing of plaster, white wash to lift shaft will be in scope of tenderer.

Bank will provide open storage space in the premises for storage of materials. Locking and responsibility of the materials will lie with the tenderer.

16.0 FIELD QUALITY CONTROL

Work at jobsite will be checked during course of installation. Full cooperation with reviewing personnel is mandatory. Accomplish corrective work required prior to performing further installation.

• 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 shall be protected as follows.

- (a) Electrically against overload

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- (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.

17. Before handing over the lift the following tests shall be conducted on the lift installation. The lift will not be taken over unless all the test results conform to the specifications.

(a) The lift will be loaded for its full capacity and the following will be tested in both directions of travel.

- (i) Speed
- (ii) Levelling at all landing

(b) The lift will be kept empty and the following will be tested in both directions of travel.

- (i) Speed
- (ii) Levelling at all landings

(c) All protection and safety devices shall be tested for its proper functioning.

(d) Overload safety– No start and overload annunciation.

(e) Insulation resistance and earthing continuity testing.

(f) Voice 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 may be submitted)

(j) Any other safety device as per the statutory requirements

12. Test Certificates

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

13.0 TECHNICAL SPECIFICATION FOR ANNUAL MAINTENANCE CONTRACT (AMC) FOR GEARLESS PASSENGER LIFTS

1. To maintain the elevator in proper and safe working condition.

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2. To regularly examine, lubricate and adjust the equipment and carry out planned maintenance in systematic and controlled manner by employing only qualified, trained and skilled persons.
3. The renew all wire ropes and chains (where fitted) as required to maintain an adequate factor of safety to equalities the tension on all hoisting ropes, repair replace conductor cables and hoist way and machine room elevator wiring.
4. To furnish lubricants as per manufacturers specification.
5. To examine periodically all safety device and governors and make all customary safety tests and to submit a certificate regarding the safety.
6. To systematically examine and adjust the following components: - Machine, Worm, Gear Thrust Bearing, Drive Sheave bearings, break contract, linings and components, Motor generator, Motor Windings, Rotating Element's Commutation, Brushes, Brush Holders Bearings Coil Resistance for operating and motor circuits magnet frames and other mechanical part, Controller, Selector Leveling devices cams relays solid state components eg. PCB;s Transducers, Resistors, Condensers, Power Amplifiers transformers, Contacts, Lads Dashpots, Timing Devices, Steel Selector Tapes and Mechanical and Electrical Driving Equipment, Governor, Sheave, Shaft Assembly, Bearings, Contacts and Governor Jaws Car and Hall Mechanical Buttons, Car and Hall Position Indicators, Hall Lanterns, Car Direction Indicators and all other Car and Landing Signal Fixtures as installed by Manufacturer
7. Deflector or secondary sheave, bearing car and counterweight guide rails and buffers top and bottom limit switches governor tension sheave assembly compensating sheave assembly car counterweight and counterweight guide shoes including rollers and gibes. Interlocks on hoist way door hangers, guides automatic power operated door operator car door contact safety shoe. Load weighing equipment car frame. Car safety mechanism and platform.
8. To repair or replace parts mentioned Para 6 (above) considered as defective.
9. To maintain the performance characteristics of the equipment as originally designated and installed by manufacturer
10. To maintain a reasonable stock of genuine and original spare parts for replacement so that these are made available at the time of breakdown.
11. The following items of elevator equipment are not included:-
12. Car enclosure, door panels, hung ceilings car gates, light diffusers, LED's, handrails, starters, chokes, mirror, granite flooring, other architectural features, hoist way enclosures, hoist way gates, door frames, doors, external wiring to elevators, hoist way, machine room.

Terms & Condition:

1. The material/parts required for maintenance/servicing from time to time shall be arranged by the contractor at his own cost and nothing extra shall be paid.
2. The spare parts used for repair/maintenance/servicing of the lifts shall be of original make.
3. The maintenance/servicing of the lifts shall be done as per guidelines of manual of the manufacturer.
4. The contractor shall intimate the name/address/telephone number of his own service representative/service Centre with whom complaint is to be lodged in case of breakdown.
5. All normal/minor complaints shall be attended within 2 hours of lodging complaint however in case of major breakdown, the lifts shall be made operational within 24 hours. However, if the contractor fails to put the lift in operation within 24 hours, then the contractor shall be liable to pay compensation at the rate of double the amount payable per day exceeding 24 hours. The minimum

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unit for deduction shall be one day even if the time is less than 01 (one) day.

6. The complaints shall be attended on all working days including Saturdays, Sundays, Gazetted Holidays, National Holidays.

7. At the time of attending of the complaint, breakdown, the mechanic of the contractor shall prepare a service report in which he shall clearly mention the fault occurred in the lift, spare part replaced (name of the spare parts) in his report. The report should have name of the mechanic, date and timing of attending the complaint. In case the service report is not signed by the J.E./Supervisor In-charge, the complaints shall be assumed unattended for which recovery shall be made. One copy of the service report will be handed over to the maintenance wing for record.

8. A log book shall be maintained by the contractor to record the behaviour of the working of these lifts. Every visit/ repair servicing replacement of any damaged part shall be accorded in the Log Book with the name of mechanic, date and time. The log book will be available in the maintenance department of the hotel.

9. The spare parts used for replacement shall be got checked from the J.E./Supervisor In-charge before their use.

10. All unserviceable/replaced parts shall be taken by the contractor at his own cost conditional tenders are likely to be rejected.

Annexure 1

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 hospitalization.
3. Suitable and strong scaffolds should be provided for workmen for all works that cannot safely be done from ground.
4. No portable single ladder shall be over 8 meters in length, the width between the side rails not less than 30 cm (clear) and the distance between two adjacent rungs shall not be more than 30 cm. When a ladder is used, an extra labour shall be engaged for holding the ladder.
5. The excavated material shall not be placed within 1.5 meters of the edge of the trench or half of the depth of the trench, whichever is more. All trenches and excavations shall be provided with necessary protection of minimum height of one meter.
6. Every opening in the floor of a building or a working platform shall be provided with suitable means to prevent the fall of persons or materials by providing suitable fencing or railing whose minimum height shall be one metre.
7. No floor, roof or other part of the structure shall be so over-loaded with debris or materials as to render it unsafe.
8. Workers employed on mixing and handling material such as asphalt, cement, mortar or concrete and lime mortar shall be provided with protective footwear and rubber hand-gloves.
9. Those engaged in welding works shall be provided with welder's protective eye-shields and gloves.
10. No paint containing lead or lead products shall be used except in the form of paste or readymade paint.
11. Suitable face masks should be supplied for use by the workers when the paint is applied in the form of spray or surface having lead paint dry rubbed and scrapped.
12. Hoisting machines and tackles used in the work, including their attachments, anchorage and supports shall be in perfect condition.
13. The ropes used in hoisting or lowering material or as a means of suspension shall be of durable quality and adequate strength and free from defects.

FIRE SAFETY

- i. Cutting / drilling machine and other electrically operated equipment used at site shall be plugged into correctly rated electrical outlets.
- ii. Only ISI marked 3 pin plug and other appliances and equipment shall be used.
- iii. Electrical power cables/wires used shall not have any joints and shall be properly rated.



- iv. All electrical appliances i.e. welding, drilling, cutting machine etc. shall be safely and securely earthed to prevent leakage current while in operation.
- v. Before commencing the welding work, fire section shall be informed and required precautions should be taken.
- vi. Two buckets of water, sand and a fire cloth of suitable size shall be kept in an easily accessible area on the site.
- vii. Fire extinguishers recommended by fire officers shall be kept on the site.
- viii. Used paint drums shall be stored in specified store only after closing them properly.
- ix. Personal protective equipment such as safety shoes, hand gloves, welder's mask, ear plug etc. depending upon the requirement of the work shall be provided by the contractor to the workmen to prevent occupational health hazards.
- x. The safety belt shall be provided by the contractor and used by the workmen while working from height for more than 10' from Ground level.
- xi. None of the passages near lift lobby and staircases shall be used for stacking / dumping any kind of materials/waste.
- xii. Any debris/ waste generated from the work shall be collected on daily basis, removed from site and stored at the designated place in proper manner.
- xiii. Battery operated emergency light/torches shall be provided by the contractor to the workmen while working beyond office hours.

Place:

Date:

**SIGNATURE AND SEAL
OF THE CONTRACTOR**

Annexure 2

LETTER OF UNDERTAKING

Place -----

Date _____

Signature of the Bidder with Company Seal



The Managing Director & CEO,
SBI Infra Management Solutions Pvt Ltd.,
Raheja Chambers, Ground Floor,
Free Press Journal Marg,
Nariman Point.
Mumbai-400021.

Dear Sir,

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

MEMORANDUM

(a) Description of works	Design, Supply, Installation of 8 Passenger, 2 Nos. lifts at Maker Kundan Garden at Juhutara road, Santacruz, Mumbai
(b) Earnest Money	Rs.48,000 in the form of demand draft
(c) Time allowed for completion of work from date of commencement.	24 Weeks

1. We also agree that our tender will remain valid for acceptance by the Bank for 90 days from the date of opening of Part I of the tender and this period of validity can be extended for such period as may be mutually agreed between (SBIIMS) and us in writing. We also agree to keep the Demand Draft towards earnest money valid during the entire period of validity of tender

2. Should this Tender be accepted, we hereby agree to abide by and fulfill 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. I / We have deposited a sum of Rs. 48,000 / - (Rupees Forty Eight Thousand only) of the total tender amount as Earnest Money with the SBI Infra Management Solutions Pvt. Ltd. on behalf of SBI which amount is not to bear any interest. Should I / We fail to execute the Contract when called upon to do so I / We do hereby agree that this sum shall be forfeited by me/us to SBIIMS on behalf of SBI.

4. I/ We, hereby, also undertake that, we will not raise any claim for any escalation in the prices of any of the material during the currency of contract/execution/completion period including authorized extended contract period, if any.

5. I/ We hereby confirm that all the components /parts /assembly / software etc. used in the equipment to be supplied shall be original new components / parts / assembly / software only, from respective OEMs of the products and that no refurbished / duplicate / second hand components /parts/ assembly / software shall be supplied or shall be used. We also undertake to produce certificate from the Original Equipment Manufacturers within seven days of intimation of the same by the SBIIMS/Bank.

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6. 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.

7. We are enclosing a list of our clients and bankers in India with complete details as per the proforma given in the annexure 3

8. The Part 1 i.e the Technical bid shall be submitted in a sealed envelope. Part I contains all commercial terms and conditions and technical particulars and Part II i.e the indicative price should be submitted online in SBIIMS's proforma.

Dated this ____ day of ____ 2018

For and on behalf of M/s _____

(Signature with seal)

Name _____

Designation _____

Place _____

Date _____

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

Witnesses

(1) Signature with _____
name, address and date

(2) Signature with _____
name, address and date



Annexure 3

PROFORMA FOR DETAILS OF PRINCIPAL BANKER / OTHER BANKERS

S.No.	Particulars	Principal Banker	Banker 1	Banker 2
1	Name of the Bank			
2	Address			
3	Contact Person			
4	Email			
5	Telephone No.& Mobile No.			
6	Fax No.			

Signature of the Tenderer : -----

Date: -----



Annexure 4

**PROFORMA OF UNDERTAKING FOR MAINTENANCE CONFIRMATION BY THE TENDERER ON COMPANY'S
LETTERHEAD**

Date : -----

The Managing Director & CEO,
SBI Infra Management Solutions Pvt. Ltd.,
Raheja Chambers, Ground Floor,
Free Press Journal Marg,
Nariman Point,
Mumbai - 400021.

Dear Sir,

**Tender for supply and installation of electrical lifts at 8 Passenger, 2 Nos. lifts at Maker Kundan
Garden at Juhutara road, Santacruz, Mumbai**

We hereby undertake to maintain the lifts installed by us in your officers' quarters, Maker Kundan Garden at Juhutara road, Santacruz, Mumbai, satisfactorily, for a period of not less than 10 years after expiry of the defect liability/warranty period at the rate quoted by us towards all inclusive maintenance contract.

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

Yours faithfully,

For _____

Authorised signatory



Annexure 5

Proforma of Bank Guarantee For Security Deposit

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

No. _____

Date _____

The Managing Director & CEO,
SBI Infra Management Solutions Pvt. Ltd.,
Raheja Chambers, Ground Floor,
Free Press Journal Marg,
Nariman Point,
Mumbai - 400021.

Dear Sir

In consideration of your agreeing to accept the security deposit of INR ____ (INR ____ only) furnish able to you by Messrs _____ (hereinafter referred to as "the Contractor") in terms of their contract with you for Design, supply, installation, testing & commissioning of 6 Nos of passenger lifts at Vidya Nagar Staff Quarters, Mumbai as per their Tender No. ____ dated ____ and your Special Conditions of Contract and other tender documents relating thereto subject to the conditions and alterations mutually agreed upon the set forth or referred to in your Contract No. ____ dated ____ in the form of guarantee from us in the manner hereinafter contained, we ____ (Name of the Bank) do hereby covenant and agree with you as follows:

1. We undertake to indemnify you and keep you indemnified from time to time to the extent of INR ____ (INR ____ only) against any loss or damage caused to or suffered by or that may be caused to or suffered by you by reason of any breach or breaches on the part of the Contractor of any of the terms and conditions contained in the said Contract and in the event of the Contractor making any default or default in carrying out any of the work under the said Contract or otherwise in the observance and performance of any of the terms and conditions relating thereto in accordance with the true intent and meaning thereof, we shall forthwith on demand pay to you such sum or sums not exceeding in total the said sum of INR ____ (INR ____ only) as may be claimed by you as your losses and/or damages, costs, charges or expenses by reason of such default on the part of the Contractor.
2. Notwithstanding anything to the contrary, your decision as to whether the Contractor has made any such default or defaults and the amount or amounts to which you are entitled by reasons thereof will be binding on us and we shall not be entitled to ask you to establish your claim or claims under this Guarantee but will pay the same forthwith on your demand without any protest or demur.
3. This guarantee shall continue and hold good until it is released by you on the application by the Contractor after expiry of the relative guarantee period of the said Contract and after the contractor had discharged all his obligations under the said Contract and produced a certificate of due completion of the work under the said contract and submitted a "No Demand Certificate", provided always that this guarantee shall in no event remain in force after the day of _____ without prejudice to your claim or claims arisen and demanded from or otherwise notified to us in writing before the expiry of six months from the said date which will be enforceable against us notwithstanding that the same is or are enforced after the said date.
4. Should it be necessary to extend this guarantee on account of any reason whatsoever, we undertake to extend the period of this Guarantee on the request of M/s _____ till such time as may be mutually decided by you and M/s _____.
5. You will have the fullest liberty without effecting this guarantee from time to time to vary any of the terms and conditions of the said contract or extend the time of performance of the Contractor or to postpone for any time or from time to time any of your rights or powers against the Contractor and either to enforce or forbear to enforce any of the terms and conditions of the said Contract and we shall not be released from our liability under this guarantee by the exercise of your liberty with reference to matters aforesaid or by reason of any

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time being given to the Contractor or any other forbearance, act or omission on your part or any indulgence by you to the Contractor or by any variation or modification of the said contract or any other act, matter or things whatsoever, which under the law relating to sureties would but for the provisions hereof have the effect of so releasing us from our liability hereunder provided always that nothing herein contained will enlarge our liability hereunder beyond the limit of INR _____ (INR _____ only) as aforesaid.

6. This guarantee shall not in any way be affected by your taking or varying or giving up any securities from the Contractor or any other person, firm or company on its behalf or by the winding up, dissolution, insolvency or death as the case may be, of the Contractor.

7. In order to give full effect to the guarantee herein contained you shall be entitled to act as if we were your principal debtors in respect of all your claims against the Contractor hereby guaranteed by us as aforesaid and we hereby expressly waive all our rights of surety-ship and other rights, if any, which are in any way inconsistent with any of the provisions of this guarantee

8. Subject to the maximum limit of our liability as aforesaid, this guarantee will cover all your claim or claims against the contractor from time to time arising out of or in relation to the said contract and in respect of which your claim in writing is lodged on us before expiry of six months from the date of expiry of this guarantee.

9. Any notice by way of demand or otherwise hereunder may be sent by special courier, telex, fax or registered post to our local address as aforesaid and if sent by post, it shall be deemed to have been given when the same has been posted.

10. This guarantee and the powers and provisions herein contained are in addition to and not by way of limitation of or substitution for any other guarantee or guarantees heretofore given to you by us (whether jointly with others or alone) and now existing un-cancelled and that this guarantee is not intended to and shall not revoke or limit such guarantee or guarantees.

11. This guarantee shall not be affected by any change in the constitution of the contractor or us nor shall it be affected by any change in your constitution or by any amalgamation or absorption thereof or therewith but will ensure to the benefit of and be available to and enforceable by the absorbing or amalgamated company or concern.

12. Any forbearance, act or omission on the part of the Bank in enforcing any of the conditions of the said tender or showing of any indulgence by the Bank to the tenderer shall not discharge the Surety in any way and the obligations of the Surety under this guarantee shall be discharged only on the intimation thereof being given to the Surety by the Bank.

13. This guarantee is irrevocable during the period of its currency and shall not be revoked without your previous consent in writing.

14. We further agree and undertake to pay you without demur the amount demanded by you in writing notwithstanding any difference or dispute or controversy that may exist or arise between you and contractor or any other person.

15. Notwithstanding anything contained herein above our liability under this guarantee is restricted to INR _____ (INR _____ only). Unless a written claim is lodged on us for payment under this guarantee within six months from the date of expiry, including extensions if any, of this guarantee all your rights under the guarantee shall be forfeited and we shall be deemed to have been released and discharged from all liabilities there under, irrespective of whether or not the original guarantee is returned to us.

16. We have power to issue this guarantee in your favour under the Memorandum and Articles of Association of our Bank and the undersigned has full power to execute this Guarantee under the Power of Attorney granted to him by the Bank.

SIGNED AND DELIVERED

(For & on behalf of the above named SBIIMS)

For & on behalf of

Signature of the Bidder with Company Seal



(Banker's Name & Seal)

Branch Manager
(Banker's Seal)

Bank Address _____

Annexure 6

Signature of the Bidder with Company Seal



EXAMPLE EQUIPMENT AVAILABILITY CALCULATION

Hours of Availability (approx)

Daily Hours of Operation 6.00 am to 6.00 pm (24 Hours)	=	24	Hours per day
24 hours per day x 7 days per week	=	168	Hours per week
168 hours per week x 52 weeks per year	=	8736	Hours per year
8736 hours per year / 12 months	=	728	Hours per month
728 hours per month x 3 months (quarter)	=	2184	Hours per quarter

% Availability Calculation

Less 1 breakdown per quarter permitted	=	(1.5)	Hours
Less Scheduled Preventive Maintenance = 0.75 hour per week x 12 weeks per quarter	=	(9.0)	Hours
Total hours to be deducted from availability	=	(10.5)	
2184 hours – 10.5 hours = 2173.5 / 2184 hours per quarter	=	99.5 %	Availability

Date:

Place:

Signature of authorized person

Full Name & Designation:

Company's Seal

Signature of the Bidder with Company Seal



Annexure-7

BIDDER INFORMATION

Date: _____

S. No.	Particulars/Details	
1	Name of the Bidders/ Firm	
2	Communication Address	
3	Telephone No. Office	
	Mobile	
	Fax	
	E-Mail	
	Website	
4	Authorised Person - Name	
	Designation	
	Mobile	
	E-Mail ID	
5	Alternate Authorised Person - Name	
	Designation	
	Mobile	
	E-Mail ID	
6	Employee's PF & Miscellaneous Provision Act, 1952 (Valid PF code required)	
7	ESI Number & DATE (Valid ESI code required)	
8	PAN	
9	TIN No.	
10	Company Registration No.	
11	GSTIN No.	
12	Beneficiary Bank Details	
	Bank Account No	
	IFSC/NEFT Code	
	Name of Bank	
	Address of Branch	
13	Particular of Tender Fee	
	Amount	Rs.
	(DD/PO) No.	
	Date	
	Name of the Bank	
	Address of Bank	

Signature of the Bidder with Company Seal



16	Particular of Earnest Money Deposit (EMD)	
	Amount	Rs.
	(BG/DD/PO) No.	
	Date	
	Validity upto	
	Name of the Bank	
	Address of Bank	

(Fill up the above table & Enclose legible copies of the supporting documents)

Date:
Place:

Signature of authorized person
Full Name & Designation:
Company's Seal



Annexure -8

TENDER ACCEPTANCE LETTER
(To be given on Company Letter Head)

Date:

To,

The Managing Director & CEO,
SBI Infra Management Solutions Pvt. Ltd.,
Raheja Chambers, Ground Floor,
Free Press Journal Marg,
Nariman Point,
Mumbai - 400021.

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No: _____

Name of Tender / Work: -

Dear Sir,

- 1.I/ We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site(s) namely: [Https:// bank.sbi](https://bank.sbi) as per advertisement, given in the above mentioned website(s).
- 2.I / We hereby certify that I / we have read the entire terms and conditions of the tender documents of all pages (including all documents like annexure(s), schedule(s), drawing(s) etc.), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.
- 3.The corrigendum(s) issued from time to time by department/ organization too has also been taken into consideration, while submitting this acceptance letter.
- 4.I / We hereby unconditionally accept all the terms and conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirety.
- 5.I / We do hereby declare that our Firm has not been blacklisted/ debarred by any Govt. Department/Public sector undertaking/Private organization.
- 6.I / We certify that all information furnished by the our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then department/ organization shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract , without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit /Security deposit or both absolutely.

Date:
Place:

Signature of authorized person
Full Name & Designation:
Company's Seal

Signature of the Bidder with Company Seal



Annexure -9

OFFER FORWARDING LETTER/TENDER SUBMISSION LETTER (To be typed submitted in the letter Head of the Company/firm of Bidder)

Offer Reference No.....

Dated:.....

To,

The Managing Director & CEO,
SBI Infra Management Solutions Pvt. Ltd.,
Raheja Chambers, Ground Floor,
Free Press Journal Marg,
Nariman Point,
Mumbai - 400021.

Dear Sir,

Sub: Submission of Offer against Tender Specification No:.....

I/We hereby offer to carry out the work detailed in the Tender Specification issued by SBIIMS Limited,
....., in accordance with the terms and conditions thereof.

I/We have carefully perused the following listed documents connected with the Tender documents and shall abide by the same.

- i) Amendments/Clarifications/Corrigenda/Errata/etc issued in respect of the Tender documents by SBIIMS.
- ii) Notice Inviting Tender (NIT)/ (Technical Bid)
- iii) Financial Bid
- iv) Documents referred to in tender document
- v) Forms and Procedures

Should our Offer be accepted by SBIIMS for Award, I/we further agree to furnish 'Security Deposit' for the work as provided for in the Tender Conditions within the stipulated time as may be indicated by SBIIMS.

I/We further agree to execute all the works referred to in the said Tender documents upon the terms and conditions contained or referred to therein and as detailed in the appendices annexed thereto.

I/We have deposited/depositing herewith the requisite Earnest Money Deposit (EMD) as per details furnished in the tender document.

Authorised Representative of Bidder

Place:
Date:

Signature:
Name:
Address:



Annexure -10

DECLARATION BY AUTHORISED SIGNATORY OF BIDDER

To,

The Managing Director & CEO,
SBI Infra Management Solutions Pvt. Ltd.,
Raheja Chambers, Ground Floor,
Free Press Journal Marg,
Nariman Point,
Mumbai - 400021.

Dear Sir,

Sub: **Declaration by Authorised Signatory**

Ref: i) NIT/Title of the work. Name of Tender No.....,
ii) All other pertinent issues till date

I/We hereby certify that all the information and data furnished by me with regard to the above Tender Specification are true and complete to the best of my knowledge. I have gone through the specifications, condition, stipulations and other pertinent issues till date, and agree to comply with the requirements and Intent of the specification.

I further certify that I am authorized to represent on behalf of my company/firm for the above mentioned tender and a valid Power of Attorney/Authorisation letter to this effect is also enclosed.

Yours faithfully,

(Signature, Date & Seal of Authorized
Signatory of the Bidder)

Date:

Enclosed: Power of Attorney/Authorization letter



Annexure -11

DECLARATION CONFIRMING KNOWLEDGE ABOUT SITE CONDITIONS

To,

The Managing Director & CEO,
SBI Infra Management Solutions Pvt. Ltd.,
Raheja Chambers, Ground Floor,
Free Press Journal Marg,
Nariman Point,
Mumbai - 400021.

Dear Sir,

Sub: **Declaration confirming knowledge about Site conditions**

Ref: i) NIT/Tender No.....,
ii) All other pertinent issues till date

I/We_____ hereby declare and confirm that we have visited the site as referred in SBIIMS Tender Specifications and acquired full knowledge and information about the site conditions including Wage structure, Industrial Climate, the Law & Order and other conditions prevalent at and around the site. We further confirm that the above information is true and correct and we shall not raise any claim of any nature due to lack of knowledge of Site conditions.

I/We, hereby offer to carry out works as detailed in above mentioned Tender Specification, in accordance with Terms & Conditions thereof.

Yours faithfully,

(Signature, Date & Seal of Authorized
Representative of the Bidder)

Date:
Place:



Annexure -12

NO DEVIATION CERTIFICATE

To,

The Managing Director & CEO,
SBI Infra Management Solutions Pvt. Ltd.,
Raheja Chambers, Ground Floor,
Free Press Journal Marg,
Nariman Point,
Mumbai - 400021.

Dear Sir,

Sub: **Declaration by Authorised Signatory**

Ref: i) NIT/Tender No.....,
ii) All other pertinent issues till date

We hereby confirm that we have not changed/modified/materially altered any of the tender documents as downloaded from the website/issued by SBIIMS and in case of such observance at any stage, it shall be treated as null and void and his tender shall deemed to be withdrawn.

We also hereby confirm that we have neither set any Terms and Conditions and nor have we taken any deviation from the Tender conditions together with other references applicable for the above referred NIT/Tender Specification/Corrigendum /Addendum (if any).

We further confirm our unqualified acceptance to all Terms and conditions, unqualified compliance to Tender Conditions.

We confirm to have submitted offer in accordance with tender instructions and as per aforesaid reference.

Thanking you,

Yours faithfully,

(Signature, Date & Seal of Authorized
Signatory of the Bidder)



Annexure -13

NON-DISCLOSURE UNDERTAKING

(To be typed and submitted in the Letter Head of the Company/Firm of Bidder)

NON-DISCLOSURE UNDERTAKING

I/We understand that SBIIMS____is committed to Information Security Management System as per their Information Security Policy.

Hence, I/We M/s_____who are submitting offer for providing services to SBIIMS_____against Tender Specification No. _____ hereby undertake to comply with the following in line with Information Security Policy of SBIIMS/SBI __, _____

- To maintain confidentiality of documents & information which shall be used during the period of the Contract.
- The documents & information shall not be revealed to or shared with third party.

(Signature, date & seal of Authorized
Signatory of the bidder)

Date:



TECHNICAL PARAMETERS

Annexure -14

TECHNICAL PARAMETERS TO TENDER FOR DESIGN, SUPPLY, INSTALLATION OF 8 PASSENGER, 2 NOS. LIFTS AT MAKER KUNDAN GARDEN AT JUHUTARA ROAD, SANTACRUZ, MUMBAI

Note: -

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

The final design (interiors) of the passenger lifts shall be to the Consultant / SBIIMS approval, however for the purpose of tendering lift contractor to include finishes per below. Bidder shall submit copies of their catalogues showing options of false ceiling, handrails, buttons, COP, hall lanterns, indicators.

MAKER KUNDAN GARDEN AT JUHUTARA ROAD, SANTACRUZ, MUMBAI- Technical Parameters for Lifts				
S. No	Item	Requirements as per Tender	Confirmation (Y/N)	
A)	General Specifications			
a)	General:-	Passenger Lifts (P1) ~ (P2)		
1.1	Type	Passenger - P1~P2		
1.2	Number of Lifts	02 Nos.		
1.3	Capacity	544 Kgs (8 passengers)		
1.4	Speed	1.0 mps		
1.5	Machine Type	PMSM Gearless		
	No of floors	G + 8 floors		
1.6	Number of Landings	9 on same side		
1.7	Hoistway Size available	P1 1925 mm (W) x 1755 mm (D) P2 1885 mm (W) x 1800 mm (D)		
1.8	Travel	Approx. 27.00 meters (Travel shall be measured by bidders actual as per site and shall be confirmed)		
1.8.1	Overhead in mm	3800 mm		
1.8.2	Pit Depth in mm	P1 1600 mm P2 1525 mm		
	Machine Room			
1.10	Machine room location	Machine Above (At Top)		
1.11	Control	CLOSED LOOP ACVVVF Yashakawa/Toshiba/L&T/Fuji Or Equivalent As Per Lift Act		
1.12	Operation	Duplex Full collective		
	Car			
1.13	Car Enclosure	All Car panels in Stainless Steel Scratch Resistant Hair Line Finish.		
1.14	Car Ceiling	Stainless Steel False ceiling with Fan/pressure blowers and LED Lights /down lighters of 100 Lux illuminations.		

Signature of the Bidder with Company Seal



1.15	Car Floor	Granite flooring of 20mm thick inside car of approved design and quality to be provided and installed by bidder.		
1.16	Car and Landing Doors (WxH)	Landing doors/Car Panel at all floors in Stainless Steel of Hair Line Finish. Automatic Center opening power operated. Delocking keyhole provision in car door. Car door with 1hour fire rating and landing door 2hours fire rating. 700mm x 2100mm.		
1.17	Car Size (WxDxH)	P1 1300 mm (W) x 1000 mm (D) x 2400 (H) or Equivalent. P2 1300 mm (W) x 1100 mm (D) x 2400 (H) or Equivalent.		
		Minimum Clear Car height below false ceiling to be 2200 mm.		
1.18	Sill	Aluminium		
1.19	Car Operating Panel	Stainless Steel Hairline finish Car Operating Panel inside car with floor destination buttons along with door open / close, emergency alarm, press and speak type intercom & attendant switch to be provided along with 16 segment LED / Dot Matrix Dynamic Car Direction display & Digital position Indicators.		
		Bidder to provide the catalog		
1.20	Narrow Door frames	Stainless Steel Hairline finish or as approved by Client / Consultant		
B)	PARAMETERS COMMON TO ALL LIFTS			
	Machine			
1.1	Power Supply	3 phase 415V/220V, 50 Hz		
1.2	Acceptable Voltage Fluctuation	+10 to -10%		
1.3	Rate of Acceleration /Deceleration M/s ²	0.6-1.5		
1.4	Jerk(m/sec ³)	0.7-1.6		

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1.5	Vibrations			
1.5.1	Horizontal Vibration :			
	a(xmaxPtP) & a(ymaxPtP)	Max 20 mg		
	a(xA95) & a(yA95)	Max 15 mg		
1.5.2	Vertical Vibration :			
	a(xmaxPtP) & a(ymaxPtP)	Max 20 mg		
	a(xA95) & a(yA95)	Max 15 mg		
1.6	Airborne Noise Levels			
1.6.1	Airborne Noise level in Car (ISO 18738:2003) :			
	L(Aeq)	Max 48 dB(A)		
	L(P)	Max 57 dB(A)		
1.6.1	Airborne Noise level at landing door :			
	Door movement noise L(p_door)	Max 52dB(A)		
	Pass by noise L(p_landing)	Max 48dB(A)		
1.6.3	Airborne Noise level in machine room			
	Airborne Noise L (p_mr)	Max 75 dB(A)		
1.7	Stopping Accuracy	± 25 mm		
	Leveling Accuracy	± 25 mm		
1.8	Door Drive	Direct drive doors with PM motor and closed loop VVVF door control		
1.9	Car panel & Door panel thickness	At least 1.5 mm		
FIXTURES / SIGNALS INSIDE CAR				
Stainless steel Car operating panel with following buttons and indications.				
1.10	Door open / Door Close	Door open and Door Close buttons with Symbol markings. Door hold button for service lifts		
1.11	ARD operation Audio / Visual indication in car	To be provided		
1.12	Emergency Alarm Button	Emergency Alarm button with Bell symbol & the same should be at a distinct distance from the call buttons. Emergency Alarm button to be located along with Door open and Close Buttons at a height of 900±10 mm from floor level. Yellow pictogram to be provided. Alarm sound shall be siren type audible from at least 50 meters from the ground floor landing		
1.13	Auto Light/Fan Cutoff	Ventilation fan ON/OFF switch with auto switch off feature after 120 seconds of Lift at idle condition.		
1.14	Attendant Operation	Two position Key operated Attendant switch for with/without attendant operation		

Signature of the Bidder with Company Seal



1.15	Push buttons	LED Illuminated tactile braille buttons of micro motion type corresponding to the floors served. The push buttons to be of robust SS Vandal Resistant type.		
1.16	Intercom & provision for EPABX	Three way Built in Press and speak type with 1 Master and 2 slave units in Car Machine room and Security room. Additionally, wiring provision for connecting Building EPABX with car phone with Rechargeable batteries.		
1.17	Car Display	For Passenger: 16 segment_LED/Dot Matrix Car Direction display & Digital position indicators located at a conspicuous height above Car door. Bidder to provide inputs on Car displays as quoted		
1.18	Emergency Light	Emergency light with rechargeable Sealed Maintenance free battery with 30 minute Backup.		
1.19	Emergency Alarm	Alarm with Rechargeable Sealed Maintenance Free batteries rated for 30 minutes.		
1.20	Over load warning	Audio/Visual Overload warning indicator to be provided.		
1.21	Voice Announcement	Floor Position Voice Announcement with background music. Please confirm Tender specs.		
	Landing Indicators			
1.22	Hall Buttons	Hairline Stainless steel faceplate with LED glow micro stroke push tactile Braille buttons. To be located at a conspicuous height as per existing cutouts and layout – No modifications in cutout is desired and existing cutout has to be fully covered with new fixtures and faceplates		
1.23	No. of Risers per Lift	Two landing button with position indicator in all floor		
1.24	Car Chime	Chime on car		
	Provision of Handicap Friendly features in Passenger Lifts			
1.26	Hand Rails	SS mirror hand rail on rear side only		
1.27	Braille Marking Buttons on Car operating panel and landing push buttons	All buttons to have braille inscriptions.		
1.29	Voice Announcement	Voice announcement to announce the Floor position		
1.30	Infra red door protection device	Multi beam infrared protection device so as to reverse the closing door in case of slight obstruction in the door way.		

Signature of the Bidder with Company Seal



SAFETY FEATURES & OTHER INCLUSIONS				
1.31	Fire Man Switch	Fire man's switch for all the lifts at Ground floor level. All lifts to have fireman mode - stage 1 and Fire lift to be with stage 1 & 2		
1.32	Door Protection	Multi beam infrared protection device so as to reverse the closing door in case of slight obstruction in the door way.		
1.33	Phase Reversal	Automatic Phase reversal device		
1.34	Over Load Device	Overload non-start and overload protection device.		
1.35	Buffers	Spring buffers		
1.36	Safety Governor	Electro-Mechanical type Safety governors for Car.		
1.37	Safety Instructions	Do's & Don'ts with emergency contact Numbers engraved on a SS Face plate displayed in the car		
1.38	Over travel protection	Terminal and final limit switches to be provided.		
1.39	Controller / Drive / Motor Protection	Trip Device for Over current, Under Voltage and Over voltage than the rated capacity. + 10%		
		<ul style="list-style-type: none"> • Motor overload / over torque • Instantaneous over current • Ground fault • Under voltage • Over voltage – 3 phase • Output & Input phase loss • Phase reversal • Output short circuit • Over speed • Spikes & Surges 		
1.40	ARD (Automatic Rescue Device)	ARD to be provided. (Detailed Literature of Make and working of ARD to be provided separately). ARD should operate for Minimum 03 times without recharging.		
1.41	Fire Rating of doors	Landing doors to have 2-hour fire resistance rating. Car Doors as per requirements of Fire brigade / PWD Dept. regulations to be provided. Certificates to be provided		
1.42	Intercom connection	Car and m/c room connectivity, to be provided and also security cabin at the gate		
1.43	CCTV, Fire Detector, Music, PA - Cable Provision.	Provision of suitable cables along the travelling cable for CCTV, Fire detector & Music inside the car to be provided. PER CLIENTS NEED		
1.44	One car blower	One car blowers to be connected thru power supply.(blower specification to be mentioned)		

Signature of the Bidder with Company Seal



1.45	Fascia Plates & Sill angles	Full height Fascia Plates and Sill angles to be provided. Apron of min. height 750 mm to be provided at car side.		
1.46	Pit Ladder	MS Pit ladder to be provided and securely fastened inside the pit.		
1.47	No Correction Run	System memory should be retained in the event of power failure or disturbance. Lifts should not go in to correction mode or correction run to the lowest floor / highest floor to update its position & memory.		
1.48	Safe Landing Feature	If a car has stopped between floors due to some equipment malfunction, the controller checks the cause, and if it is considered safe to move the car, the car will move to the nearest floor at low speed and the doors will open.		
1.49	Ascending Car Overspeed Protection Device	To be provided		
1.50	Unintended Car Movement Protection Device	To be provided		
1.51	Earthquake Operation if required under Lift act for Mumbai region	Seismic sensors and auto isolation arrangement for safety to be provided.		
		Counterweight derailment device or displacement switches to be provided.		
1.52	Other functions – anti nuisance, car call cancellation, next landing, bye pass, self leveling, door time adjustment, independent operation & return operation	Please confirm inclusion of these features as described in clause 6 of technical specifications.		
1.53	Counter Weights	Metallic /Concrete filler weights to be provided.		
1.54	Major Components Service Life	• Ropes / Belts :- 8 years		
		• Over speed governor:- 20 years		
		• Traction machine / motor:- 20 years		
		• Door operator:- 20 years		
		• Safety gear / block :- 20 years		
		• Travelling cables:- 10 years		
		• Inverter Drive:- 20 years		
		• Buffer:- 20 years		
		• Controller & circuits:- 10 years		
		• Contactor / Relays : 10,00,000 operations		
1.56	Annual Uptime Guarantee	99.5%		
1.58	Feature List	Standard included & options – to be provided		

Signature of the Bidder with Company Seal



1.59	Testing Tools & Tackles for performance / in stage checks with random checks from SBIIMS & its representative	List of tools to be provided at this stage and tools to be made available during in stage/random checks by SBIIMS & its representative		
1.60	Car top / machine room / pit – rotating / moving equipment full guarding ; rope guards ; car top rails provision	To be provided		
1.61	Electrical Safety Switch in case of removable Hand Winding Device	To be Provided		
C)	Associated Civil and structural items			
	All elevators related civil work and steel items to be included by the contractor.			
1.75	All Civil works required for installation of the lifts as per SCC clause 7.0 including any repairs in case of damage to architraves, walls, flooring etc. to restore the same to actual form and finishes.			
D)	Free Comprehensive Maintenance			
1.76	One Years Free Comprehensive Maintenance post successful installation and completion of all lifts in satisfactory operating condition.			



Annexure-14 (A)

Data to be furnished by Bidder

S. No	ITEM	Quoted Data	Comments by Bidder
A	General	Passenger Lifts # P1, P2,	
1	Lift Capacity	544 Kgs	
2	Max. Passengers (No)/Load	8	
3	Speed (m/s)	1.0	
4	M/C room location	At Top	
B	Traction Motor		
1	Type (Gearless)		
2	Rating (KW)		
3	Voltage (V) - rating		
4	Starting Current under full load		
5	Full Load Running Current		
6	Speed (R.P.M.)		
7	Insulation Class		
8	Max. starting torque (Kgf-m.)		
9	Temperature rise at full Load °C.		
10	Max. starts per hour		
11	Protection class (IP_ _)		
12	Feeder cable size requirement in sq.mm		
13	Heat Release data for m/c room equipment		
C	Roping / Belts - Hoist / Governor		
1	Number and Construction for Main hoist ropes		
2	Size of Main hoist ropes		
3	Number and Construction for Governor ropes		
4	Size of Governor ropes		
5	Roping ratio		
6	Factor of safety		
7	Material		
8	Underslung / Overslung arrangement		
D	Car / Cab		
1	Dead weight of car		



2	Counter weight (kgs)				
3	Counter weight Location (Rear/side)				
4	Illumination in LUX				
5	Details of car lighting				
6	Details of car ventilation - nos and type of fans				
7	Clear Car Height below false ceiling				
8	Grade of SS car				
E	Drive				
1	Make / Country of origin for V3F module				
F	Buffer				
1	Type				
G	Over speed Governor				
1	Tripping Speed				
2	Type				
3	Safety gear type - instantaneous / progressive / any other				
H	Doors				
1	Fire resistance rating of landing door				
2	Fire resistance rating of car door				
3	Door Operator type				
4	Screwless Hall Plate				
5	Grade of SS for car door / landing door				
I	Brake				
1	Type				
2	Liner material				
J	ARD				
1	Make				
2	No of operations that can take place w/o need for recharging (Minimum 03 required)				
K	Others (provided / not provided)				
1	Guide type (Guide shoes / Guide Rollers)				
2	Full height Fascia plates				
3	Apron of Min. height 750 mm				



Annexure-15

Check List for Lifts

S. No	Item	Confirmation (Y/N)	Comments by Bidder
1	Total no. of Lifts to be quoted - 3 nos.		
2	CAR Policy considered for all units		
3	1 years free maintenance/warranty considered		
4	Confirmation on total contract in Indian Currency as per SCC clause 3.3		
5	Proof of EMD submitted to SBIIMS		
6	Proof of tender processing fee submitted to SBIIMS		
7	Finishes for all lift cars, car doors and landing doors to be supplied as per requirements mentioned in technical specifications of tender (Annexure-14) or as approved by Client / Consultants.		
8	Site visit confirmation document attached as per Annexure-11		