

NIT NO: PRE202310001
Date : 03.10.2023



STATE BANK OF INDIA

PREMISES DEPARTMENT, 4TH FLOOR, STATE BANK OF INDIA
LOCAL HEAD OFFICE, 16, COLLEGE ROAD, NUNGAMBAKKAM,
CHENNAI - 600006.

PART – A: TECHNICAL BID

**TENDER FOR
PROPOSED DESIGN, SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF 5 NOS LIFTS
AT LOCAL HEAD OFFICE, 16, COLLEGE ROAD, NUNGAMBAKKAM, CHENNAI – 600 006.**

TENDER SUBMITTED BY:

NAME : _____
ADDRESS : _____

GSTIN NO. : _____
DATE : _____

CONSULTANT:
M/s. OM CONSULTANTS.
SHOP NO-37, GANJAWALA APTS,
S.V. ROAD, BORIVALI (W)
MUMBAI 400 092.
TEL.NO. 9892900734
E-mail: SUNILTILAK20@GMAIL.COM

NOTICE INVITING TENDER

State Bank of India (herein after referred to as 'SBI / the Bank'), having its Local Head Office in Nungambakkam, Chennai, invites item rate e-tenders from the vendors / Original Equipment Manufacturers (OEMs) who received tender notice from the Project Consultant / Bank for Proposed Design, Supply, Installation, Testing and Commissioning of 5 nos. Lifts at Local Head Office, 4th floor, 16, College Road, Nungambakkam, Chennai - 600006.

2. This is a limited tender. OEMs who have received e-mail tender notice from the Bank/project Consultant only need to apply. Interested bidders are advised to go through the entire RFP before submission of online bids to avoid any chance of elimination. The criteria and the actual process of evaluation of the responses to this RFP and subsequent selection of the successful bidder will be entirely at Bank's discretion.

3. All the interested bidders are requested to ensure that they have a valid digital signature certificate well in advance to participate in the e-tendering.

4. The other details and schedule of the events of the tender are as under:

1.	Name of the Work	Design, Supply, Installation, Testing and Commissioning of 5 nos. Lifts at State Bank of India, Local Head Office, # 16, College Road, Nungambakkam, Chennai – 600006.
2.	Time for Completion of work	56 weeks reckoned from 15 days from the date of PO or handover of the site whichever is earlier.
3.	Earnest Money Deposit (EMD) EMD shall be accepted only in the form of Banker's Cheque /Demand Draft / pay order issued by Scheduled Commercial Bank drawn in favor of " State Bank of India " payable at Chennai or by Bank Guarantee from any Bank other than SBI.	Rs1,86,000/- . Note: MSEs are exempted from submission of EMD subject to furnishing of relevant valid certificate for claiming exemption.
4.	Initial Security Deposit (ISD)	2% of the contract value
5.	Total Security Deposit (TSD)	2.5% will be retained till the completion of the warranty & completion of first year AMC period
6.	Contractors can also download the tender documents from the website	https://etender.sbi
7.	Availability for download from the above web sites	From 04/10/2023 to 25/10/2023 up to 12:00 PM on Bank's Website: https://bank.sbi/web/sbi-in-the-news/procurement-news and e-Tender Portal : https://etender.sbi/SBI/
8.	Date, time and venue of Pre-bid	At 03:00 PM on 16/10/2023

	meeting	Venue: at Office of AGM, State Bank of India-LHO, Premises & Estate Department, 4 th Floor, 16 College Lane, Nungambakkam, Chennai-600 006
9.	Posting of clarifications for the Bidder's queries in the e-tender portal	17.10.2023 Note: Clarifications, if any, shall be posted only in the e-tender portal. No individual communication shall be provided to the Bidder
10.	Last date and time for submission of online bids in e-tender portal	26/10/2023 by 03:00 PM To be submitted online on e-tender portal – https://etender.sbi/SBI/
11.	Last date & time for submission of EMD (in original)	EMD should be submitted physically On or before 03:00 PM on 26/10/2023 at the following address
12.	Address for Communication	Assistant General Manager (Premises & Estate), State Bank of India, Premises Department, Local Head Office, # 16, College Road, Nungambakkam, Chennai – 600 006. agmpre.lhoche@sbi.co.in ; agmelec.lhoche@sbi.co.in ; kirubakran1.s@sbi.co.in ; contact: 044-2830 8401/8404/8415
13.	Date and Time of opening of e-Tenders	On 26/10/2023 at 03:10 PM on e-tender portal – https://etender.sbi/SBI/ . In case the date of opening of tenders is declared as a holiday, the tenders will be opened on the next working day at the same time.
14.	Date & Time of price bid	Date of opening of price bid may be extended as it depends on the scrutiny of technical bid and will be advised to the qualified bidders through registered mail ids.
15.	Payment terms	i) No advance payment. ii) First stage: 60% iii) Second stage :20% iv) Final stage:17.5% For Details of the stages please refer the Payment terms clause under GCC. v) 2.5% TSD will retained v) CAMC will commence after successful completion of a 1-year warranty period. The quarterly CAMC charges shall be paid after successful completion of the services of the respective quarter.
16.	Warranty / Defects liability Period	1-year from the date of installation and successful Commissioning of the lifts
17.	Liquidated Damages for delay in work	If the work is delayed beyond the scheduled completion date, then 0.50% value of the incompleted portion of the contract per week (or part thereof) of delay will be deducted from the final bill value subject to max 5% of the value of work
18.	Validity of tender	180 days from the date of opening of the price bid.
19.	Tax Deduction	As per applicable rates

20.	Rates quoted by bidder	<p>1. The quoted rate should be inclusive of Cost of all materials required for the successful completion of the works, packing, transport, loading, unloading charges at ports and site in Chennai, cost of installation, wastages, machinery, temporary works such as scaffolding, statutory expenses, incidental charges, liaising with the Electricity Authorities for the required permissions and all related expenses required for the successful commissioning of the lifts and shall be inclusive of overheads, profit, all taxes, duties etc (excluding GST).</p> <p>2. Additional claims other than the quoted amount will not be entertained.</p> <p>3. The quoted rates shall be firm throughout the completion of the project</p> <p>4. Claims for revision of the Quoted price by any bidder after the tender will not be entertained.</p>
21.	Any additional information	<p>1. Firm should visit the e-portal website till last date and time of submission for changes/ corrigendum, if any</p> <p>2. Any clarifications sought after opening of the tenders will not be entertained at any cost.</p> <p>3. The Bank reserves the right to cancel or postpone the tenders at any stage without assigning any reason.</p> <p>4. SBI reserves the right to accept or reject or cancel any or all bids without assigning any reasons thereof, even after opening of the bids.</p>
22.	Contact Person of e-tender service provider for any clarifications regarding e-Tendering procedure, system requirements, digital signature etc.	<p>e-Procurement Technologies Limited A-201/208, Wall Street-II, Nr. Gujarat College, Ellis bridge, Ahmedabad – 380006, Gujarat (INDIA) E: allocation@eptl.in M: 9904406300 / 9510812960 / 9510812971 / 9374519729 / 6354919566 @ +91 9904406300 +91 9510812960 +91 9265562821 +91 6354919566 e-mail: etender.support@sbi.co.in</p>
23.	The tender will be treated as unresponsive and will not be considered, if the Bidder	<p>1. Failed to upload the Scan copy of required documents as mentioned in the documents to be uploaded.</p> <p>2. Partly or fully Modifies, alters or corrects the tender document uploaded by Bank</p> <p>3. The tender is not in the prescribed format or is unsigned or not signed as per the stipulations in the bid document</p> <p>4. The required EMD has not been provided or exemption from EMD is claimed without acceptable proof of exemption</p> <p>5. The bidder is not eligible to participate in the bid as per laid down eligibility criteria</p>

		<p>6. The tenderer has quoted for goods manufactured by a different firm without the required authority letter from the proposed manufacturer</p> <p>7. The bidder has not agreed to give the required performance security</p> <p>8. The tenderer has not quoted for the entire requirement as specified in the Scope of works in the Bid. (example: if the scope of work includes supply, install and commission the equipment and CAMC after the warranty period but the tenderer has quoted only for supply of the equipment or has not quoted for the CAMC).</p>
24.	Consultant's contact details	<p>M/s. OM CONSULTANTS, SHOP NO-37, GANJAWALA APTS, S.V. ROAD, BORIVALI (W),MUMBAI 400 092. TEL.NO. 9892900734 E-mail: SUNILTILAK20@GMAIL.COM</p>
25.	Other information	<p>1. This tender is an online tender. No offline / hardcopy submission.</p> <p>2. The contractors are advised to visit site and understand the site conditions, timeline specified, tender conditions and scope of work before submission of the bid</p> <p>3. The site is a working premises. The work shall be carried out only as per the time specified by SBI.</p> <p>4. Lift shall not be permitted to loading / unloading materials.</p> <p>5. Necessary security gate pass / work permit has to be obtained before commencing the work.</p> <p>6. All safety standards shall be followed during the execution of the work</p> <p>7. State Bank of India discourages the stipulation of any condition by the tenderers. The conditional tender shall be liable to get rejected.</p>

5. No conditions other than mentioned in the tender will be considered, and if given they will have to be withdrawn before opening of the price-bid.

6. The State Bank of India reserve their rights to accept or reject any or all the tenders, either in whole or in part without assigning any reason(s) for doing so and no claim / correspondence shall be entertained in this regard.

7. Tenders received without EMD shall be summarily rejected and such tenders shall not be allowed to participate in the online price bidding process.

Assistant General Manager (Premises & Estate)

CHECKLIST OF DOCUMENTS TO BE UPLOADED IN THE E-TENDER PORTAL

Note:

- Each document to be scanned as a separate PDF file and to be uploaded
- The original documents shall be scanned preferably in colour and uploaded in PDF format with required compression.
- Product catalogues or pamphlets should not be uploaded unless asked for.

- 1) Scanned copy of EMD or **valid** EMD exemption certificate
- 2) Scan of original Power of Attorney, authorizing the signatory of the Bid.
- 3) Scan of Annexure 1: Compliance form for acceptance of Tender terms and conditions
- 4) Scan of Annexure 2: Undertaking for maintenance confirmation by the tenderer on Company's Letterhead duly signed and stamped
- 5) Scan of Annexure 3: Declaration cum Undertaking to be submitted by the Bidder in his letter head duly signed and stamped
- 6) Scan of Tender Document (Page nos:1 to 67 excluding the above annexures) duly signed and stamped on all the pages

INSTRUCTIONS TO TENDERERS

State Bank of India's Local Head Office is presently provided with 3 Passenger Lifts, 1 no. VIP Lift and 1 no. Service Elevator. The Bank desires to replace all the 5 nos. lifts with state of the art technology lifts.

The subject building is having Basement to 10 floors apart from a lobby at ground floor.

Of the above referred lifts, 3 nos. passenger elevators (Lifts A / B / C) have a carrying capacity of 20 passengers (1360 kgs) and the VIP elevator & the Service Elevator have a carrying capacity of 8 passengers (544 kgs), all operating at a speed of 1.75 MPS. Only 1 no. passenger elevator (Lift C) and 1 no. service elevator serves basement floor.

Qualified bidders are requested to survey and submit their bids for the elevators with products under current line of manufacture and a commitment to support the product for the next 20 years.

The proposed type of elevators and their respective specifications have been given in the annexures. As the building is a commercial building with number of departments operating in the various floors, it is proposed to carry out the installation in 3 phases as under:

Phase 1: Lift C & VIP Lift

Phase 2: Lift A & Service Lift

Phase 3: Lift B

1. Submission of BIDs/Tender documents : The Tenders should be submitted online in the website <https://etender.sbi> through M/s. e-Procurement Technologies Ltd, the service provider approved by the Bank for e-tendering. The **TENDER IS NOT REQUIRED TO BE SENT / SUBMITTED TO US IN HARD COPY.**
2. The list of documents as required shall be scanned and uploaded in the online portal
3. The tenderer must obtain himself on his own responsibility and expenses, all information and data which may be required for the purpose of filling this tender document. The Tenderer is requested satisfy himself regarding the site conditions, transport and communication facilities, labour, the law and order situation, climatic conditions, local authorities requirement, traffic regulations etc. The tenderer will be fully responsible for considering the financial effect of any or all the factors while submitting his tender.
4. Rate quoted shall be excluding GST and the same shall be paid extra over & above the actual value of work, as applicable at the time of interim/final bill payment. All the contractors are advised to quote rates excluding GST component.

5. The successful tenderer shall be bound to accept the offer within 7 days of LOI in writing.
6. If the offer is accepted, the contractor has to commence the work at the site immediately or when the site is handed over whichever is earlier.
7. Work shall be completed in all respect within the stipulated project duration from the date of award of work or handing over of site whichever is later. Time is the essence of contract. Delay in completion shall lead to invoking appropriate penalty clause as per Bank's extant guidelines.
8. Contractors should ensure strict adherence to the tender specifications and shall ensure prior approvals are obtained for all the samples from the Bank before commencement of any work. Bill/invoice copies justifying basic rates of materials used shall be produced before installation.
9. The quantity specified in the schedule is only approximate and may vary on either side according to site conditions. However, no item shall be executed exceeding the estimated quantity without prior approval from the Bank.
10. The payment shall be made based on actual measurement after satisfactory verification & completion of items of work.
11. Contractor shall ensure safety of premises, occupants & workers. Any damages caused by the negligence of contractor while execution should be restored & made good by the contractor at his own cost and risk.
12. The Tenderer will submit their Tender after carefully examining the whole of the Tender documents, conditions of Tender, Conditions of Contract, drawings, specifications, and bill of quantities after inspecting the site.
13. Canvassing in connection with Tender is strictly prohibited and Tender submitted by the Contractors who resort to canvassing are liable to be rejected.
14. Tenders not fulfilling any or all of the conditions prescribed or which are incomplete are liable to be rejected. Bank reserve the right to accept, Split or reject any tender in whole or in part without assigning for any reason.
15. Any discrepancies, omissions, ambiguities in the Tender documents should be intimated to the Bank / Consultants and the same will be clarified through Corrigendum. Queries will be reviewed and where information sought is not clearly indicated (or) specified, the Bank will issue a corrigendum, which will become part of the Contract document.
16. All pages of the Tender documents should be signed and stamp affixed by the Successful Tenderer and only the successful tenderer should submit the Hard copies of Technical and Price bid at SBI office..
17. No part of the bill of quantities (or) drawing should be deleted.
18. Bank also reserves the right to divide and distribute the work, floor wise/ section

wise/ item wise and trade wise and this may please be noted by the Tenderer. In such cases the decision will be solely at the discretion of Bank in consultation with consultants, including that of assignment of works. Tenderers are advised to ensure strict observance of commercial aspect of this Tender.

19. The successful Tenderer shall furnish a list of his relatives working with SBI along with their designations and addresses.
20. No employee of SBI is allowed to work as a Contractor for a period of 2 years from his retirement from the service under SBI without the previous permission of SBI. The Contract (awarded) is liable to be cancelled if either the Contractor or any of his Employees is found at any time to be such a person who had not obtained the permission, as afore said before submission of Tender, or engagement in the Contractor service.

Assistant General Manager(P&E)

**Signature of the Tenderer
with seal: Address:
Date:**

GENERAL CONDITIONS OF CONTRACT

1.0 DEFINITIONS:

"Contract" means the documents forming the Tender and the acceptance thereof and the formal Agreement executed between State Bank of India (Client) and the Contractor, together with the documents referred therein including these conditions, the specifications, designs, drawings and instructions issued from time to time by the Consultant / Client and all these documents taken together shall be deemed to form one Contract and shall be complementary to one another.

1.1 In the Contract, the following expressions shall, unless the context otherwise requires, have the meaning hereby respectively assigned to them.

'SBI / Bank / Employer /Client ' shall mean The Assistant General Manager, State Bank of India, Premises & Estate Department, 4th Floor, Local head office, Chennai 600 006 and includes the Client's representatives, successors and assigns.

Consultants' shall mean M/s. Om consultants, shop no-37, ganjawala apts, s.v. road, Borivali (w),Mumbai 400 092.

1.1.1 'Site Engineer' shall mean an Engineer appointed by the Consultant / Client as their representative to give instructions to the Contractors.

1.1.2 'The Contractor/Vendor' shall mean the individual or firm or company whether incorporated or not, undertaking the works and shall include legal personal representative of such individual or the composing the firm or company and the permitted assignees of such individual or firms of company.

1.1.3 The expression 'work' more fully described in BOQ and Drawings and the permanent or temporary work described in the "Scope of work" and / or to be executed and recorded in accordance with the Contract and shall include all extra and or additional or altered or substituted items of works as required and required for the performance of the Contract and includes materials, apparatus, equipment, temporary supports, fittings and things of all kinds to be provided, the obligations of the Contractor hereunder and work to be done by the Contractor.

1.1.4 'Engineer' shall mean the representative of the Bank.

1.1.5 'Project Engineer' shall mean the representative of Contractor who will present at site and available at all times while the work is in progress for day to day supervising the works.

1.1.6 'Drawings' shall mean the drawings prepared by the Contractor or Consultants and referred to in the specifications and any modifications of such drawings from time to time.

1.1.7 'Contract value' shall mean the value of the entire work as stipulated in the letter of acceptance of Tender subject to such additions thereto or deductions there from as may be made under the provision herein after contained. "The Contract Price/Project Cost" means the price payable to the Vendor under the Contract for the full and proper performance of its contractual obligations.

1.1.8 'Specifications' shall mean the specifications referred to in the Tender and any modifications thereof as may time to time be furnished or approved by the Consultant

1.1.9 "Month" means calendar month.

1.1.10 "Week" means seven consecutive days.

1.1.11 "Day" means a calendar day beginning and ending at 00 Hrs and 24 Hrs respectively

1.1.12 "The Equipment/Product" means all the Lifts along with the accessories which the Vendor is required to supply to the Bank under the Contract.

1.1.13 "The Works/Project" shall mean the works to be executed or done under this contract.

1.1.14 "The Project Site" means locations where the lifts are to be supplied and installed and services as desired in this tender document are to be provided.

1.1.15 "The Schedule of Quantities/BOQ" shall mean the schedule of quantities as specified and forming part of this contract.

Words importing persons include firms and corporations. Words importing the singular only, also include the plural and vice versa where the Context requires.

CLAUSE

1.0. LANGUAGE

The language in which the Contract documents shall be drawn shall be in English.

2.0 ERRORS, OMISSIONS AND DISCREPANCIES

In case of errors, omissions and / or disagreement between written and scaled dimensions on the drawings or between the drawings and specifications etc., the following order shall apply.

i) Between scaled and written dimension (or description) on a drawing, the latter shall be adopted.

ii) Between the written or shown description or dimensions in the drawings and the corresponding one in the specification the former shall be taken as correct.

iii) Between written description of the item in the specifications and descriptions in bills of quantities of the same item, the former shall be adopted.

a) In case of difference between rates written in figures and words, the rate in words shall prevail.

b) Between the duplicate/ subsequent copies of the Tender, the original Tender shall be taken as correct.

3.0 SCOPE OF WORK:

The detailed scope of the work is given in the Special Conditions of contract .

The Contractor shall carryout, complete and maintains the said work in every respect in strictly accordance with this Contract and with the directions of and to the satisfaction of the Client to be communicated through the Consultant. The Consultant at the directions of the Bank from time to time issue further drawings and/ or written instructions, details directions and explanations which are hereafter collectively referred to as Consultant's instructions in regard to the variation or modification of the design, quality or quantity of work or the addition or omission or substitution of any work. Any discrepancy in the drawings or between the BOQ and/ or drawings and/ or specifications. The removal from the site of any material brought thereon by the Contractor and any substitution of any other materials therefore the removal and/ or re-execution of any work executed by him. The dismissal from the work of any person employed/ engaged thereupon.

4.0 BID PREPARATION:

4.1 The Bidder is advised to inspect the site and satisfy himself on his own responsibility and his own expenses all the following information and other necessary data, particulars which may be required for the purpose of preparation and submission of their bids:

- i) The size of the existing lift cars and the proposed lifts and the existing lift well dimensions
- ii) Required Works to be carried out in the lift well, lift machine room etc
- iii) Required civil work for the proper execution of the work
- iv) any other adverse conditions or hindrance to the installation
- v) Availability of Power
- vi) Security gate pass requirements
- vii) Storage space for the new lifts materials and accessories
- viii) Permissible working hours at the site
- ix) Whether lift has to be installed in coordination with other agencies etc
- x) Any demo or presentation is required by Bank before installation
- xi) traffic regulations, law & order situations in the area

4.2 The Bidder will be fully responsible for considering the financial effect of any or all the above factors while submitting his Bid. The Bank shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder regardless of the conduct or outcome of the bidding process.

4.3 No claim by the Contractor for additional payment shall be entertained which is consequent upon failure on his part to obtain correct information as to any matter affecting the execution of the work nor any misunderstanding or the obtaining incorrect information or the failure to obtain correct information relieve him from any risks or from the entire responsibility for the fulfillment of Contract.

5.0 CLARIFICATION /AMENDMENTS AND CORRIGENDUM:

5.1 Bidder requiring any clarification of the bidding document may notify us in writing at the address/by e-mail given in the NIT within the date/time mentioned or attend the pre bid meeting and get the clarification.

5.2. The clarifications to the queries received or amendments in the tender will be posted on the Bank's website and e-tender portal as a corrigendum/Addendum. No individual communication will be conveyed to the Bidders. The interested parties/Bidders are advised to check the above website regularly till the date of submission of Bid document and ensure that clarifications / amendments issued, if any, have been taken into consideration before submitting the Bid. Such amendments/clarifications, if any, issued by the Bank will be binding

on the participating Bidders. SBI will not take any responsibility for any such omissions by the Bidder. SBI, at its own discretion, may extend the deadline for submission of Bids in order to allow prospective Bidders a reasonable time to prepare the Bid, for taking the amendment into account.

5.3 Depending upon the site conditions and the Bank's requirements, a pre-Bid meeting, if required, will be held on the date and time specified in the tender which may be attended by the interested Bidders or their representatives and get their queries clarified.

5.4. SBI reserves the right to amend, rescind or reissue the tender, at any time prior to the deadline for submission of Bids.

5.5. No request for change in commercial/legal terms and conditions, other than what has been mentioned in the tender or any addenda/corrigenda or clarifications issued in connection thereto, will be entertained and queries in this regard, therefore will not be entertained.

5.6. Queries received after the scheduled date and time will not be responded/acted upon.

6.0 **EARNEST MONEY DEPOSIT (EMD):**

6.1 The Bidder shall submit, as part of its Bid, an EMD as stipulated (in the NIT) in the form of Demand Draft or Banker's Cheque in favour of "SBI" drawn on any Bank in India and payable in Chennai or by Bank Guarantee (from any Bank other than SBI)

6.2 EMD in any other form other than as specified above will not be accepted. Bid not accompanied by the EMD as above shall be rejected.

6.3 No interest will be paid on the EMD.

6.4 The EMD of the unsuccessful Bidder shall be refunded soon after the decision to award the contract is taken.

6.5 EMD of successful Bidder will be retained as a part of security deposit. EMD will be returned by M/s SBI after submission of ISD.

6.6 The EMD shall stand absolutely forfeited :-

a. if the finally selected bidder revokes his Bid at any time during the period when he is required to keep his Bid open for acceptance by the SBI

(or)

b. after the bid is accepted by SBI, the vendor fails to enter into a formal agreement with the Bank

(or)

c. the bidder fails to pay the initial security deposit as stipulated

(or)

d. the bidder fail to supply the lifts or complete the works within the stipulated time.

6.7 If the tendering process is delayed for any reason, the Bank will insist on the revalidation of the DD or BG and the bidder has to get it revalidated and submit again.

7.0 **BID SUBMISSION**

7.1 Tenders should be submitted online in the website <https://etender.sbi>. Bidder should log into the site well in advance for bid submission so that he/she upload the bid in time i.e. on or before the bid submission time. The server time (which is displayed on the e-tender portal dashboard) will be considered as the standard time for referencing the deadlines for

submission of bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission. Bidder will be responsible for any delay due to other issues.

7.2 The bidders should submit their bids online with their valid digital certificate, which confirms that the bidders have read and understood the tender terms and conditions. Claiming ignorance of all the terms and conditions in this tender either before or after the PO is issued or during the progress of the work will not be accepted.

7.3 The bidder shall submit the documents enlisted in the checklist in the NIT in the softcopy format. ie scanned copy of the documents in PDF format (preferably in colour) as required. The SBI will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders. The bidder should see that the bid documents submitted should be free from virus and if the documents could not be opened, due to virus, during tender opening, the bid is liable to be rejected.

7.4 The documents submitted online in the **Technical Bid should NOT contain any price** information. Such Bid, if received, will be rejected.

7.5 The bidder shall submit his quotes online through the PRICE BID in the e-procurement portal. The price bid will be opened only if the Bid is unconditional and the bidder qualifies as per eligibility criteria and meets technical specifications.

7.6 If required, SBI shall conduct e-reverse auction among the qualified bidders and the same shall be communicated to the bidders.

7.7 No claim for submission of offline bids will be entertained. Such bids will not be considered.

7.8 If any Bidder submits Bid on behalf of an OEM / brand, the same Bidder shall not submit a Bid on behalf of another OEM / brand.

8.0 **PRICE BID: RATES QUOTED BY BIDDER**

8.1 The contractor shall satisfy himself before Bidding as to the correctness and sufficiency of his Bid for the works and the rates/ amounts stated in the schedule of quantities and / or the schedule of rates and amount as provided covering all his obligations under the contract and all matters necessary for proper completion of the works expected in this document.

8.2 The rate quoted shall be firm and shall include costs of all materials, loading, transport, unloading, Installation charges, wastage of materials during execution, levies, Octroi(if applicable), local body taxes(if applicable), all type of Insurance Charges, temporary works such as scaffolding, cleaning, overheads, profit, statutory expenses, incidental charges and all related expenses to complete the work etc..

8.3 Unless otherwise provided in the Schedule of Quantities/Specifications, the rates tendered by the contractor shall be all inclusive and shall apply to all heights, lifts, leads and depths of the work and No extra charges will be paid over and above the contract amount on account of any other charges (existing or future addition) or on any other account.

8.4 The GST shall be paid extra as applicable.

8.5 Rate Revision in the contract amount is not permitted during the validity period of the contract for any reason including during the extended period, if any.

8.6 Any request for review of the price bid after the bid opening will not be entertained.

9.0 **OPENING AND EVALUATION OF BIDS**

9.1 The online Bids will be opened at the office of the AGM(P&E) in LHO, Chennai. Representatives of Bidder may be present during opening of Bids. However, Bids would be opened even in the absence of any or all the bidder's representatives.

9.2 In the two bid system, the technical bids will be opened at the scheduled time mentioned in the NIT. In case, if the date of opening is declared as nonworking day or Holiday, the bids will be opened on the next working day. The price bid of the qualified vendors will be opened on a subsequent date which will be intimated to the bidders.

9.3 **VALIDITY OF BID**

Bids shall remain valid and open for acceptance for a period stipulated in this document from the date of opening of price bid. If the Bidder withdraws his/her offer during the validity period or makes modifications in his/her original offer, which are not acceptable to the Bank, without prejudice to any other right or remedy, the Bank shall be at liberty to forfeit the EMD.

10.0 **PRELIMINARY EXAMINATION**

10.1 SBI will examine the Bids to determine whether they are complete, on required formats & accompanied by supporting Documents and the Bids are conforming to all the terms and conditions of the Bidding Document without any deviations and are generally in order.

10.2 If a Bid does not conform to the terms and conditions, it will be rejected. However, SBI will have right to demand submission of more information as required, if any of the document is partly submitted. If the bidder does not respond within the stipulated time, SBI will reject or disqualify the bid.

11.0 **TECHNICAL EVALUATION**

11.1 Only those Bidders and Bids who have been found to be in conformity of the terms and conditions during the preliminary evaluation would be taken up for further detailed evaluation. Those Bids who do not qualify during preliminary examination will not be taken up for further evaluation.

11.2 The Bank will evaluate the bids on technical & functional parameters.

11.3 During evaluation of bids, the SBI may, at its discretion, ask the bidders for clarification of its bid. The request for clarification shall be in writing and no change in prices or substance of the bid shall be sought, offered or permitted. No post bid clarification at the initiative of the bidder shall be entertained.

11.4 The tenders must be unconditional. Conditional tenders leading to unknown / indefinite liability may be summarily rejected.

12.0 **EVALUATION OF PRICE BIDS AND FINALIZATION**

12.1 Only those Bidders who qualify in technical evaluation would be shortlisted and the online price bid submitted by the bidder will be opened.

12.2 The L1 Bidder will be selected on the basis of net total of the price evaluation as quoted in the On line bidding or Reverse Auction (if conducted).

12.3 If the final L1 bid is unreasonably low ie L1 bid is less by 10% or more of the Estimated Cost, the contractor shall submit rate analysis for the tender amount quoted by the L1 contractor.

12.4 If the L1 bidder withdraws, then the EMD will be forfeited and the tender will be re-invited. The L1 bidder will not be allowed to participate in the retendering process.

13.0 **CONTACTING THE BANK:**

13.1 No Bidder shall contact Bank on any matter relating to its Bid, from the time of opening of Price Bid to the time the Contract is awarded.

13.2 Any effort by a Bidder to influence consultant or Bank in its decisions on Bid evaluation, or contract award may result in rejection of the Bid.

14.0 **AWARD OF WORKS**

14.1 Within the validity period of the Tender the Bank shall issue a letter of acceptance either directly or through the Consultant by registered post or by e-mail to the successful bidder's email id registered with the Bank/ Consultant or otherwise depositing at the address of the Contractor as given in the Tender to enter into a Contract for the execution of the work as per the terms of the Tender. The letter of acceptance shall constitute a binding Contract between SBI and the Contractor. If required, Bank will issue separate PO for the AMC of the ACs to the contractor after the completion of the warranty period.

14.2 Bank reserves the right at the time of award of contract to increase or decrease the quantity of goods and / or services from what was originally specified while floating the tender without any change in unit price or any other terms and conditions.

14.3 **SBI's RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS**

SBI reserves the right to accept or reject any Bid in part or in full or to cancel the Bidding process and reject all Bids at any time prior to award of the contract, without incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the SBI's action.

14.4 The acceptance of a tender rests with the Competent Authority, who does not bind himself to accept the lowest tender and reserves to himself the authority to reject any or all of the tenders received, without assigning any reasons. All tenders in which any of the prescribed conditions are not fulfilled or are incomplete in any respect are liable to be rejected.

14.5 The notification of award will constitute the formation of the Contract. The selected Bidder should convey acceptance of the award of contract by returning duly signed and stamped duplicate copy of the award letter within 15 days of receipt of the communication and to enter into an agreement with the Bank.

15.0 **INITIAL SECURITY DEPOSIT**

15.1 Initial security deposit shall be 2% of contract value in favour of the Bank, unless or otherwise specified.

15.2 The successful Bidder will have to submit ISD by means of D/D or Bank Guarantee within a period of 15 days of acceptance of Bid

15.3 No interest shall be paid on the amount retained by the Bank as Security Deposit.

16.0 SIGNING OF CONTRACT DOCUMENTS

The successful Bidder shall be bound to execute the Agreement in a non judicial stamp paper of appropriate value within 15 days from the receipt of intimation of acceptance of his Bid by SBI/Consultant. However, the written acceptance of the Bid by the Bank will constitute a binding agreement between the Bank and successful Bidder pending execution of formal agreement. All expenses, stamp duty and other charges/ expenses in connection with the execution of the Agreement as a result of this tendering process shall be borne by the successful bidder.

For AMC separate agreement will have to be entered with the Bank against the issue of PO.

17.0 INSTALLATION OF LIFTS:

17.1 The Contractor shall carry out and complete the lift installation work as per standard specifications / as stipulated in this contract and OEM's recommendations / Industrial standards and to the satisfaction of the Bank. Consultant with approval of Bank issue further written instructions, detailed directions and explanations with respect to the specifications, quality or quantity of works or the addition or omission or substitution of any work.

18.0 MATERIALS, WORKMANSHIP, SAMPLES, TESTING OF MATERIALS

18.1 All the works specified and provided for in the specifications or which may be required to be done in order to perform and complete any part thereof shall be executed in the best and most workman like manner with materials of the best and approved quality of the respective kinds in accordance with the particulars contained in and implied by the specifications and as represented by the drawings or according to such other additional particulars, and instructions as may from time to time be given by SBI/Consultant during the execution of the work and to his entire satisfaction. The Contractor shall use only products bearing ISI marking in the work for those materials for which no makes are mentioned in the tender.

18.2 No refurbished, second hand and spurious materials should be used. If required, the contractor has to submit the details of the source of his purchase of materials to SBI/Consultant. SBI reserves its right to enquire and collect data from the supplier to confirm the authenticity of the materials. SBI has the right to stringent action against the contractor, as deemed fit, in addition to suspend / cancel the contract.

18.3 Contractor should get approval of the samples of materials in advance with Consultant before use of the same in the work. Should be contractor desire to substitute any specified materials with "Equal" or "Other approved" etc., he/they must obtain the specific approval of the Bank /Consultant in writing for any such substitution, well in advance. In case of materials / Items which are not available, the Contractor shall have to submit a letter from manufacturer to that effect. After proper verification, alternative material may be selected by SBI/ Consultant. In that case there will not be any increase of the quoted rates. However, if Accepted alternative is cheaper the cost benefit is to be passed on to SBI.

18.4 Samples of all materials to be used must be submitted when so directed by SBI/ Consultant. If required, the contractor shall have to carry out tests on materials in approved

materials testing laboratories or as prescribed by SBI at his own cost to prove that the materials etc., under test conform to the relevant I.S Standards or as specified in the specifications. The necessary charges, transporting, testing etc., shall have to be borne by the contractor. No extra payment on this account will be entertained.

18.5 If the contractor has used any material which is not complying with the specifications, or the workmanship is bad or the material used is substandard or second hand etc, SBI/ Consultant shall during the progress of the work have power to order the removal and substitution of the material or proper re-execution of the work within a reasonable time. In case the contractor refuses to comply with the order, SBI/Consultant shall have the power to employ other agencies to rectify or re-execute the work at the cost and risk of the contractor.

18.6 Any damage (during the work) to any part of the work or to the premises for any reasons due to rain, storm or neglect of contractor shall be rectified by the contractor in an approved manner at no extra cost.

18.7 Should the work be suspended by reason of rain, strike, lock-outs or any other cause, the contractor shall take all precautions necessary for the protection of work and at his own expenses shall make good any damage arising from any of these causes.

18.8 When the employer observes that the progress of the work is not satisfactory or very slow or not in a workmanship manner or of poor quality or violative of safety protocols etc, the contractor shall be issued a suitable advise to rectify the same or replace the materials or redo the entire work, within a reasonable time frame. If the contractor could not rectify the things within the time frame given, in the interest of the work, the Employer reserves the right to execute any part of the work included in this contract or the entire work by any other Agency or persons and contractor shall allow all reasonable facilities and extend cooperation for the execution of such work.

18.9 All expenses consequent thereon or incidental thereto as certified by Consultant shall be borne by the contractor or may be deducted from any money due to or that may become due to the contractor. No certificate, shall relieve the contractor from his liability in respect of unsound work or bad materials.

18.10 SAMPLES

All samples of adequate numbers, size, shades & pattern as per specifications shall be supplied by the Contractor without any extra charges. If certain items proposed to be used are of such nature that samples cannot be presented or prepared at the site detailed literature / test certificate of the same shall be provided to the satisfaction of the Consultant. Before submitting the sample / literature the Contractor shall satisfy himself that the material / equipment for which he is submitting the sample / literature meet the requirement of Tender specification. Only when the samples are approved in writing by the Consultant the Contractor shall proceed with the procurement and installation of the particular material / equipment. The approved samples shall be signed by the Bank / Consultant for identification and shall be kept on record at site office until the completion of the work for inspection / comparison at any time. The Bank / Consultant shall take reasonable time to approve the sample. Any delay that might occur in approving the samples for reasons of its not meeting the specifications or other discrepancies inadequacy in furnishing samples of best qualities from various manufacturers and such other aspects causing delay on the approval of the materials! / Equipment etc. shall be to the account of the Contractor.

18.11 It may clearly be noted that the inspection and approval of the items of work at any

stage shall not exonerate the Contractor of his responsibilities in respect of the quality of work, workmanship and quality of materials. The work should be completed as per the items specified in the document

19.0 COMMENCEMENT OF WORKS, COMPLETION PERIOD & EXTENSION OF TIME

19.1 The date of commencement of the work will be reckoned as the date of handing over site or **fifteen** days from the date of issue of letter of acceptance of the Tender by SBI whichever is earlier.

19.2 Time is essence of the Contract and shall be strictly observed by the Contractor. The work should be completed in all respects within the period stipulated in the NIT. No request for extension will be entertained and the bidder has to plan and mobilize his resources for the satisfactory completion of the project within the time period agreed in the tender.

19.3 If in the opinion of the Employer, the work is delayed due to the following reasons not attributable to the contractor, the employer shall make a fair and reasonable extension of time, for completion of the Contract works

- a) By force majeure (or)
- b) By reason of any exceptionally inclement weather (or)
- c) By reason of proceedings taken or threatened by or dispute with adjoining or neighboring owners of public authorities arising, than through the Contractor's own default (or)
- d) By the works not referred in the Schedule of Quantities or specifications (or)
- e) By reason of civil commotion, workmen strike or lock-out (or)
- f) In consequence of the Contractor not having in due time, necessary instructions from the Employer for which he shall have specifically applied in writing ahead of time, giving reasonable time to prepare such instructions

19.4 In case of such strike or lock-out, the Contractor shall as soon as possible give written notice thereof to the employer, but the Contractor shall nevertheless constantly use his endeavors to prevent delay and shall do all they may reasonably be required, to the satisfaction of the employer to proceed with the work.

19.5 In case the work is held up for any site conditions not attributable to the contractors or for any decisions instructions / want of details from Employer or for any of the conditions, the contractor shall be allowed reasonable extension of time by the employer but any claim for idle labour shall not be entertained by the employer. The contractor's quoted rates should include for all such contingencies.

19.6 If, in the opinion of the Consultant, the work be delayed for reasons beyond the control of the Contractor, the Consultant may submit a recommendation to SBI to grant a fair and reasonable extension of time for completion of work as per the Terms of Contract. If the Contractor needs an extension of time for the completion of work or it the completion of work is likely to be delayed for any reasons beyond the due date of completion as stipulated in the Contract, the Contractor shall apply to SBI through the Consultant in writing at least 07 Days before the expiry of the scheduled time and while applying for extension of time he shall furnish the reasons in detail and his justification if any, for the delays. The Consultant shall submit their recommendations to SBI in the prescribed format for granting extension of time. While granting an extension of time the Contractor shall be informed the period extended time which will qualify for levy of liquidated damages. For the balance period in excess of original stipulated period and duly sanctioned extension of time by SBI the provision of

liquidated damages as stated in the tender shall become applicable. Further the Contract shall remain in force even for the period beyond the due date of completion irrespective whether the extension is granted or not.

20.0 PAYMENT TERMS

20.1 For the SITC of lifts

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

- i) No advance payment.

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 (2.5 % of Contract Amount)
- iii) Manufacturer's Inspection and Test Certificates.
- iv) Delivery of material at site and Contractor'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 Bank.
- v) Policies of insurance covering all the risks during transit, storage, installation, commissioning, testing and handing over including third party liabilities.

Second Stage Payment

20% of the quoted rate pro rata against erection, testing and commissioning of the lifts

Final Stage Payment

17.5% payment shall be released on the vendor's complying to the technical observations of the Competent State Licensing / inspecting authority on prorata basis and obtaining License from the Competent State Licensing authority. 2.5% will be retained as the Security deposit till the completion of the defects liability period. **However, the same can be released against submission of BG for equivalent amount provided that the BG is valid for the required period.**

(Note – Documentary proof of excise duty/custom duty, octroi etc. paid is to be submitted for release of payment at First Stage.)

- ii) **Retention amount:**

2.5% payment will be retained as Performance Security till the completion of the defects liability period and shall be released after the completion of the DLP subject to the Contractor's timely rectification of the defects, breakdowns, timely preventive maintenance during the DLP and completion of the first year AMC period.

- iii) Payment shall be made by way of Electronic fund transfer by LHO.
- iv) Bidder should furnish details of the bank a/c no, IFSC code along with their invoices.

For the AMC

- i) No advance payment.
- ii) Quarterly payments will be released after the end of the quarter subject to deductions for shortfall in services
- iii) Field reports of the PM and breakdown maintenance reports shall be enclosed to the Invoices

20.2 Part/Interim payment is paid as per the payment terms mentioned in the NIT. All the interim payments shall be regarded as payments by way of advance against the final payment only and not as payments for work actually done and completed, and shall not preclude the requiring of bad, unsound, and imperfect or unskilled work to be removed and taken away and reconstructed, or re-erected or be considered as an admission of the due performance of the contract, or any part thereof in any respect or the accruing of any claim, nor shall, it conclude, determine or affect in any way the power of the Employer under these conditions or any of them as to the final settlement and adjustment of the accounts or otherwise or in any other way vary or affect the contract.

20.3 If the Bank has supplied any materials or goods to the contractor, the cost of any such materials or goods will be progressively deducted from the amount due to the contractor in accordance with the quantities consumed in the work.

As regards contractor's claims for extra /deviated items, the onus of getting Consultant's / Owner's approval for the admissibility of such items lies on the Contractor. After the admissibility is confirmed by Client in writing, the Contractor will submit his rate analysis and details of claims. The Contractor will include extra/deviated items in his interim bills only after SBIs approval of rates on the basis of Consultant recommendations.

20.4 The final bill shall be accompanied by a certificate of completion or Commissioning report signed by an official of the Bank/ Consultant. Payments of final bill shall be made after deduction of Retention Money as specified, which shall be refunded after the completion of the Defects Liability Period provided the contractor has rectified all defects to the satisfaction of the Bank. The acceptance of the payment of the final bill by the contractor would indicate that he has no further claim in respect of the work executed.

20.5 **GST as applicable shall be paid extra** and the same shall be clearly shown in the invoices.

20.6 Statutory deduction towards income tax and other taxes as and when directions from statutory bodies are received will be made at the time of making payments. Currently, I.T. will be recovered as applicable as per Government Rules. GST-TDS as per applicable rates will be deducted, wherever applicable.

20.7 GST:

- a. It is the responsibility of the bidder to ensure that the GST is valid and active. Payments will not be made to inactive or invalid GST invoices.
- b. Reimbursement of GST will be made only on submission of proper GST invoice as per applicable GST provision. Non-GST invoices will not be accepted. The contractor should comply with the following.
- c. Contractor should have GST Registration Number
- d. Invoice should specifically disclose the amount of GST levied at applicable rate as per GST provision
- e. In case of Correction in the bills after scrutiny, contractor should submit fresh bills for payment
- f. Contractor should timely file his GST return in accordance with GST provisions to enable the bank to claim the credit of GST paid to the contractor

20.8 The works will be paid for as "measured work" on the basis of actual work done and not as "lump sum" contract, unless otherwise specified.

20.9 All items of work described in the schedule of quantities are to be deemed and paid

as complete works in all respects and details including preparatory and finishing works involved, directly related to and reasonably detectable from the drawings, specifications and schedule of quantities and no further extra charges will be allowed in this connection. In the case of lump-sum charges in the tender, in respect of any items of work, payment will be made for the actual work done, on the basis of lump sum charges, as will be assessed by SBI/ Consultant.

20.10 CERTIFICATE OF PAYMENT

The final bill may be submitted by Contractor within a period of 15 days from the date of virtual completion and Consultant shall issue the certificate of payment within a period of 30 days. SBI shall pay the amount within a period of one month from the date of issue of certificate provided there is no dispute in respect of rates and quantities.

SBI shall recover the statutory recoveries and other dues including the retention amount from the certificate of payment.

Provided always that the issue of any certificate by the Consultant during the progress of works or completion shall not have effect as certificate of satisfaction or relieve the Contractor from his liability under clause.

The Consultant shall have power to withhold the certificate if the work or any part thereof is not carried out to their satisfaction.

The Consultant may by any certificate make any corrections required in previous certificate.

SBI shall modify the certificate of payment as issued by the Consultant from time to time while making the payment.

The Contractor shall not submit interim bills when the approximate value of work done by him is less than 1/3 of total Contract value and the minimum interval between two such bills shall be 15 days.

21.0 SECURITY DEPOSIT

21.1 Retention Money: From each running bill, an amount at the rate of 10% of the gross value of the running bill shall be recovered as retention money, till the total retention amount including the EMD and ISD amount already with the Bank become 5% of the value of the contract amount. This amount is called as Total Security Deposit, which consists of three components

- a) EMD – Earnest Money Deposit
- b) ISD - Initial Security Deposits
- c) RM - Retention Money.

21.2 The total security deposit(5%) will be kept with the Bank. The total security deposit amount shall be refunded without interest to the contractor 60 days after the end of defects liability period, provided he has satisfactorily carried out all the works and attended to rectification of all defects in accordance with the conditions of the contract and also entering into the AMC contract with the Bank at the quoted price.

21.3 The contractor shall make good at his own cost and to the satisfaction of the Employer all defects, which may appear within the defects liability period. In case of failure on the part to do so, the cost of rectifying the defects through any other agency shall be deducted from the amount of security deposit due to the contractor.

21.4 During the contract period, all compensation or other sums of money payable by the Contractor to Bank under the terms of this contract, will be deducted from the security deposit, or from any sum that may become due to the Contractor on any account whatsoever.

21.5 In the event of the Security Deposit being reduced by reasons of any such

deductions, the Contractor shall within 7 days of being asked to make good, by DD, any sum which have been deducted from his security deposit.

22.0 PENALTY CLAUSE / LIQUIDATED DAMAGES

The successful bidder shall execute the work in a workmanship like manner and complete the work within the stipulated period in the NIT. If the Contractor fails to maintain the required progress in terms of respective clause of GCC or to complete the work and clear the site including vacating their office on or before the Contracted or extended date or completion without justification in support of the cause of delay, he may be called upon without prejudice to any other right of remedy available under the law to SBI on account of such breach to pay a liquidated damages at the rate of @ 0.5% of the **incomplete portion of the Contract** value per week for every week of delay or part thereof beyond the scheduled date of completion subject to a maximum of 5% of the Contract value. If the work is delayed beyond 3 months for reasons attributable to the Contractor, the contract will be terminated.

Where the contractor is undertaking the AMC, the penalty clause will be as per the terms and conditions of AMC Contract.

23. VARIATION IN QUANTITY / SUBSTITUTION OF ITEM

23.1 No alteration, omission or variation ordered in writing by the Consultant shall vitiate the Contract. In case SBI / Consultant thinks proper at any time / during the progress of works to make any alteration in, or additions to or omissions from the works or any alteration in the kind or quality of the materials to be used therein, the Consultant shall give notice thereof in writing to the Contractor or shall confirm in writing within seven days of giving such oral instructions the Contractor shall alter to, add to, or omit from as the case may be in accordance with such notice, but the Contractor shall not do any work extra to or make any alterations or additions to or omissions from the works or any deviation from any of the provisions of the Contract, stipulations, specifications or Contract drawings without previous consent in writing of the Consultant and the value of such extras, alterations, additions or omissions shall in all cases be determined by the Consultant and the same shall be added to or deducted from the Contract value, as the case maybe.

23.2 The Schedule of Quantities unless otherwise stated shall be deemed to have been prepared in accordance with the Standard Procedure shall be considered to be approximate and no liability shall attach to the employer for any error which may be discovered therein.

i) The Contractor at site verify the dimensions shown in the drawings before he takes up actual manufacture of the several items, making allowances for the actual dimensions that prevail at site

ii) If neither the drawings nor the specifications nor the accepted bills of quantities include any part/ parts the intention to include which is never the less clearly to be inferred and which are obviously necessary for the proper completion of the works/ installations, all such parts shall be supplied and executed by the Contractor at no extra charge.

iii) Anything contained in one or another of (a) the drawings (b) the specifications and (c) the accepted bills of quantities and not found in the other will be equally binding as if contained in each of them.

23.3 The Employer reserves the right to increase or decrease or delete or omit or execute only a part or the whole or any excess thereof, as per the site requirements, without assigning any reason therefor at the time of allotment / execution of work. The contractor will be paid for the actual work done at the site. No variation shall vitiate the contract.

23.4 The tender rates shall be fixed and applicable for any increase or decrease in the tendered quantities. Nothing extra will be paid by the Bank on account of omission / deletion

of items or decrease in the quantity of items. The Bank shall not entertain any claim whatsoever from the contractor on this account. Payment will be made on actual measurement of the work done. All measurements shall be as per relevant I.S. standards

23.5 Bank reserves the right to order more quantities than what is mentioned in this tender (at the same rate and terms and conditions) either at the same site or other sites as per the need within the validity of this tender.

23.6 No claim for an extra item shall be allowed unless it shall have been executed under the authority of the Architect/ Consultant with the concurrence of SBI. The price of all additional items/non-tendered items will be worked out on the basis of rates quoted for similar items in the contract wherever existing. If similar items are not available, the rates for such items will be derived as per standard method of market rate analysis based on prevalent fair price of labour, material and other components as required with 15% towards contractor's profit and overheads.

24. CONTRACTOR'S EMPLOYEES

24.1 The Contractor shall employ technically qualified / having appropriate skill and competent persons fully trained and adequately experienced technicians, who are medically fit. They should be free from any contagious diseases. The technicians shall be well mannered and properly dressed with shoes etc.

24.2 The contractor shall provide necessary training on safety measures while executing the work wherever necessary so as to avoid accident. The Bank shall not be responsible for any accident occurred or damage incurred or claims arising there from during the execution of work. The contractor shall also provide all risk insurance policy including third party insurance as may be necessary to cover the risk.

24.3 The contractor / firm shall be held responsible for any misdeeds / misbehaviour of their employees within the premises. Bank is not responsible for any damages or claims on account of the misbehavior / misdeeds of his employees. For this purpose, any person supplied by the contractor to be engaged on the work on regular basis or as an alternate arrangement, under the direct order or control of the Employer or his representative shall be deemed to be a person employed by the contractor.

24.4 The contractor shall on the request of the Employer immediately dismiss from works any person employed thereon by him, who in the opinion of the Employer be unsuitable or incompetent or who may misconduct. Such discharges shall not be the basis of any claim for compensation or damages against the Employer or any of their officer or employee.

24.5 No employee of the Bank is allowed to work as a contractor for a period of 2 years of his/her retirement from Bank Services without previous permission of the Bank. This contract is liable to be cancelled, if either the contractor or any of his employees is any time to be such a person who had not obtained the permission of Bank as aforesaid before submission of the tender or engagement in the contractor's service.

24.6 Contractor should not engage child labour in any of the activities in this contract.

24.7 The contractor shall not employ person who is not an Indian National.

24.8 The technician shall not over stay in the Bank premises or in the odd hours or holidays unless or otherwise required for specific reasons like maintenance, repair works etc.

24.9 In respect of all labour employed directly or indirectly on the work for the performance of the contractor's part of work, the contractor at his own expense, will arrange for the safety provisions as per the statutory provisions, B.I.S recommendations, factory act, workman's compensation act, CPWD code and instructions issued from time to time.

24.10 The Contractor's workmen will not have any right whatsoever to get absorbed in the Bank. The Contractor shall be responsible for all the claims of the employees of the Contractor and shall not make and claim whatsoever against the Bank. The Contractor shall be responsible for all statutory requirements e.g. ESI, PF, labour registrations, Insurance coverage etc. The contractor is responsible for compliance of all the rules & safety regulations etc.

Minimum wages as prescribed by the Labour Act shall be payable by the contractor as the case may be. The Contractor shall bind himself and keep the Employer saved harmless and indemnified against claims if any of the workmen and all costs and expenses as may be incurred by the Employer in connection with any claim that may be made by any workmen.

25. WORKING HOURS AT THE SITE

As instructed by Bank. Contractor to ensure that the routine operations at the site are not affected by the contract work. If required, they have to work on the Bank Holidays in coordination with other agencies in order to achieve the progress and quality of the works at no extra cost to SBI. All work at night after obtaining approval from competent authorities shall be carried out without unreasonable noise and disturbance. The rate quoted shall include for doing work round the clock. No extra is payable in this respect.

26.0 ASSIGNMENT AND SUB-CONTRACTING

26.1 The whole of the works included in the contract shall be executed by the contractor and the contractor shall not directly or indirectly transfer, assign or underlet the contract or any part, share or interest therein nor, shall take a new partner, without written consent of the Employer and no subletting shall relieve the contractor from the full and entire responsibility of the contract or from active superintendence of the work during their progress.

However, the Contractor after the approval of the Bank/ Consultant, may assign the work or part thereof to their associate agencies within the conditions stipulated in the Tender.

The successful Tenderer awarded with the work assumes overall responsibilities and are solely responsible for co-ordination, execution of works by engaging their associate agencies for the work and extracting the works from them as per specification within the time frame to the satisfaction of Bank as per Tender conditions. Any dispute if arise among them to be sorted out / settled at their level. The successful Tenderer is the sole representative for whole work and they / he is liable for any violations of clauses of this Tender.

27.0 STORAGE OF MATERIALS

27.1 The contractor shall store their materials in the site with the permission of the Bank. However, the contractors shall be responsible for the custody and security of all materials and equipment at site. No claim for loss or theft will be entertained by the Bank.

27.2 Shelter or stay and other amenities for the labors have to be arranged by the contractor at his own expense and responsibility.

27.3 On completion of the works, the contractor shall remove all tools, surplus materials, rubbish and temporary works of every kind and leave the whole of the site and keep the workspace clean and in a workmanlike condition to the satisfaction of the Bank

28.0 FORCE MAJEURE

28.1 Notwithstanding the provisions of General terms and conditions of the Contract, the Vendor shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that the delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

28.2 For the purposes of this clause, 'Force Majeure' means and includes wars, insurrections, revolution, civil disturbance, riots, terrorist acts, public strikes, hartal, bandh, fires, floods, epidemic, quarantine restrictions, freight embargoes, declared general strikes in relevant industries, Vis Major Act of Government, impeding reasonable performance of the Contractor but does not include any foreseeable events, commercial considerations or those involving fault or negligence on the part of the party claiming Force Majeure.

28.3 If a Force Majeure situation arises, 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, if it is not possible to serve a notice, within the shortest possible period without delay. Unless otherwise directed by the Bank in writing, the Vendor shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

28.4 As soon as the cause of force majeure has been removed the party whose ability to 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. With the cause itself and inability resulting there from having been removed, the agreed time of completion of the respective obligations under this Agreement shall stand extended by a period equal to the period of delay occasioned by such events.

28.5 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 each other to decide regarding the future execution of this Agreement.

29.0 COMPLIANCE OF STATUTORY REGULATIONS

29.1 The contractor shall conform to the provisions of any Acts of the Legislature relating to the work, and to the Regulations and Bye-Laws of any authorities like Electricity, Pollution Control Boards, Municipal Authorities, water and Sewerage boards and shall before making any variations from the drawings or specifications that may be associated to so conform, give the Employer written notices specifying the variations proposed to be made and reasons for making them and apply for instruction thereon. The Employer on receipt of such intimation shall give a decision within a reasonable time.

29.2 The contractor/s shall arrange to give all notices required for by the said Acts, Regulations or Bye-laws to be given to any authority, and to pay to such authority or to any public officer all fees that may be properly chargeable in respect of the work and lodge the receipts with the Employer. The Contractor shall indemnify the Employer against all claims in respect of patent rights, designs, trademarks or name or the protected rights in respect of any equipment, machine, work or material used for or in connection with the works or temporary works and from and against all claims, demands, proceedings, damages, costs, charges, and expenses whatsoever in respect thereof or in relation thereto. The Contractor shall defend all actions arising from such claims, unless he has informed the Employer, before any such infringement and received their permission to proceed and shall himself pay all royalties, license fees, damages, coat and charges of all and every sort that may be legally incurred in respect thereof.

29.3 The contractor should strictly abide by the Central/State labour regulation for the Minimum Wages, Payment of wages, Workmen Compensation, PF, ESI, Contract labour, including the latest amendments, if any and other safety regulations.

29.4 The contractor shall keep the Employer saved harmless and indemnified against claims if any of the workmen and all costs and expenses as may be incurred by the Employer in connection with any claim that may be made by any workmen.

30.0 INSURANCE & DAMAGE TO PERSONS AND PROPERTY ETC

30.1 The insurance shall be for an amount equal to 110 percent of the value of the Products from "Warehouse to final destination" on "All Risks" basis, valid until the Completion of the project or handing over whichever is later.

30.2 Should any loss or damage occur, the Vendor shall initiate and pursue claim till settlement and promptly make arrangements for repair and / or replacement of any damaged item to the satisfaction of the Bank, irrespective of settlement of claim by the underwriters.

30.3 The contractor shall be responsible for all injury to the work or workmen to persons, animals or things and for all damages to the structural and / or decorative part of property which may arise from the operations or neglect of himself or of any sub-contractor or of any of his or a sub-contractor's employees, whether such injury or damage arise from carelessness, accident or any other cause whatsoever in any way connected with the carrying out of this contract.

30.4 The contractor shall reinstate all damages of every sort mentioned in this clause so as to deliver the whole of the contract works complete and perfect in every respect and so as to make good or otherwise satisfy all claims for damages to the property of third parties.

30.5 The Contractor shall, except if and so far as the Contract provides otherwise indemnify SBI 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. The contractor shall affect the insurance necessary and indemnify the Employer entirely from all responsibility in this respect.

30.6 The contractor shall be responsible for anything which may be excluded from damage to any property arising out of incidents, negligence or defective carrying out of this contract.

30.7 The Employer shall be at liberty and is hereby empowered to deduct the amount of any damages, compensations, costs, charges and expenses arising or accruing from or in respect of any such claim or damages from any sums due to or to become due to the contractor.

31.0 OWNERSHIP OF DRAWINGS, SPECIFICATIONS:

All drawings, specifications and copies thereof furnished by SBI through its Consultants are the properties of SBI. They are not to be used on other work.

31.1.0 DETAILED INSTRUCTIONS:

SBI through its Consultants shall furnish with reasonable promptness additional instructions by means of corrections in the drawings or otherwise necessary for the

proper execution of the work. All such drawings and instructions shall be consistent with the Contract documents, true developments thereof and reasonably inferable therefrom.

32.0 PROTECTION OF WORKS AND PROPERTY:

The Contractor shall continuously maintain adequate protection of all his work from damage and shall protect the Bank's properties from injury or loss arising in connection with Contract. He shall make good any such damage, injury, loss, except due to causes beyond his control and due to his fault or negligence.

He shall take adequate care and steps for protection of the adjacent properties. The Contractor shall take all precautions for safety and protections of his Employees on the works and shall comply with all applicable provisions of Govt. and local bodies' safety laws and building codes to prevent accidents, or injuries to persons or property on about or adjacent to his place of work. The Contractor shall take insurance covers at his own cost. The policy may be taken in joint names of the Contractor and SBI and the original policy may be lodged with SBI.

32.1 CONTRACTOR TO INDEMNIFY:

The Contractor shall fully indemnify and keep indemnified 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 claim made under or action brought against SBI in respect of such matters as aforesaid the Contractor shall be immediately notified thereof and the Contractor 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 SBI 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 Consultant in this behalf.

33.0 INSPECTION OF WORK:

SBI / Consultant or their representatives shall at all reasonable times have free access to the work site and / or to the workshop, factories, or other places where materials are lying or from where they are obtained, and the Contractor shall give every facility to SBI / Consultant and their representatives necessary for inspection and examination and test of the materials and workmanship. No person unless authorized by SBI / Consultant except the representative of Public Authorities shall be allowed on the work at any time. The proposed work either during its execution stage or its completion can also be inspected by the Chief Technical Examiner organization a wing of Central Vigilance commission.

34.0 CONTRACTOR'S SUPERINTENDENCE

The Contractor shall give necessary personal superintendence during the execution of the works and as long, thereafter, as the Consultant may consider necessary until the expiry of the defects liability period, stated hereto. The Contractor shall meet the Consultant or his representative whenever required if demanded by Client.

The Contractor shall maintain and be represented on site, at all times while the work is in progress, by a responsible "Project Engineer" who is in charge of site, approved by the Consultant and He should be in a position to answer for any clarification during site visit by Consultant / Client Engineers and must thoroughly understand all the trades entailed and be constantly in Attendance, while the person are at work. Any directions, explanations, instructions or notices given by the Consultant / Client to such Project Engineer shall be deemed to be given to the Contractor and shall be binding as such on the Contractor. The Project Engineer shall be thoroughly conversant with the English Language and should be able to read, write and-speak English.

35.1 RATE OF PROGRESS

Whole of the materials, plant and labour to be provided by the Contractor and the mode, manner and speed of execution and maintenance of the works are to be of a kind and conducted in a manner to the satisfaction of the Consultant. Should the rate of progress of the work or any part thereof be at any time be in the opinion of the Consultant too slow to ensure the completion of the whole of the work by the prescribed time or extended time for completion the Consultant shall thereupon take such steps as considered necessary to expedite progress so as to complete the works by the prescribed time or extended time. Such communications from the Consultant neither shall relieve the Contractor from fulfilling obligations under the Contract nor he will be entitled to raise any claims arising out of such directions.

35.2.0 PHOTOGRAPHS OF WORKS CARRIED OUT

The Contractor shall every month supply at his own cost a reasonable number of colored photographs of the works (either Soft or hard copies) carried out from time to time as per the instructions of, the Consultant. In the event of any dispute or termination of Contract either by SBI / Bank or the Contractor as provided for in the respective Clause, the Contractor shall arrange to obtain Photographs of the works completed up to the date of such termination of Contract.

36.1 WORKS TO BE MEASURED

The Consultant may from time to time intimate to the Contractor that the required work to be measured and the Contractor shall forthwith attend or send a qualified representative to assist the Consultant in taking such measurements and calculations and to furnish all particulars or to give all assistance required by any of them. Such measurements shall be taken in accordance with the Mode of measurements detailed in the specifications. The representative of the Consultant shall take joint measurements with the Contractor's representative. The Contractor or his authorized representative shall sign all the pages of the measurement in token of his acceptance. All the corrections shall be duly attested by both representatives. Should the Contractor not attend or neglect or omit to depute his representative to take measurements then the measurements recorded by the representative of the Consultant shall be final. All authorized extra work, omissions and all variations made shall be included in such measurement.

36.2 METHOD OF MEASUREMENT

Unless otherwise mentioned in the schedule of quantities or in mode of measurement, the measurement will be on the net quantities or work produced in accordance with up to date rules laid down by the Bureau of Indian Standards prevailing at the time of Tendering. In the event any dispute / dis-Agreement the decision of the Consultant shall be final and binding on the Contractor.

36.3 FINAL MEASUREMENT

The measurement and valuation in respect of the Contract shall be completed within 15 days of the virtual completion of the work.

37.0 VIRTUAL COMPLETION CERTIFICATE(VCC)

On successful completion of entire works covered by the Contract to the full satisfaction of SBI, the Contractor shall ensure that the following works have been completed to the satisfaction of SBI:

- a) Clear the site of all scaffolding, wiring, pipes, surplus materials, Contractor's labour, equipment and machinery.
- b) Demolish, dismantle and remove the Contractor's site office, temporary works, structures including labour sheds/camps and constructions and other items and things

whatsoever brought upon or erected at the site or any land allotted to the Contractor by SBI and not incorporated in the permanent works.

c) Remove all rubbish, debris etc. from the site and the land allotted to the Contractor by SBI and shall clear, level and dress, compact the site as required by SBI.

d) Shall hand over the work in a peaceful manner to SBI.

e) All defects / imperfections have been attended and rectified as pointed out by SBI to the full satisfaction of SBI.

Upon the satisfactory fulfillment by the Contractor as stated above, the Contractor shall be entitled to apply to the Consultant for the virtual Completion Certificate. If the Consultant is satisfied of the completion of the work, relative to which the completion certificate has been sought, the Consultant shall within fifteen (15) days of the receipt of the application for Virtual Completion Certificate, issue a VCC in respect of the work for which the VCC has been applied.

This issuance of a VCC shall be without prejudice to the SBI's rights and Contractor's liabilities under the Contract including the Contractor's liability for defects liability period nor shall the issuance of VCC in respect of the works or work at any site be construed as a waiver of any right or claim of SBI against the Contractor in respect of works or work at the site and in respect of which the VCC has been issued.

38.0 WORKS BY OTHER AGENCIES

The successful tenderer shall co-ordinate with other agencies engaged by SBI. SBI/ Consultant reserves the rights to use premises and any portion of the site for execution of any work not included in the scope of this Contract which it may desire to have carried out by other persons simultaneously and the Contractor shall not only allow but also extend reasonable facilities for the execution of such work. The Contractor however shall not be required to provide any plant or material for the execution of such work except by special arrangement with SBI. Such work shall be carried out in such manner as not to impede the progress of the works included in the Contract.

39.0 INSURANCE OF WORKS

39.1 without limiting his obligations and responsibilities under the Contract the Contractor shall insure in the joint names of SBI 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 SBI and Contractor are covered for the period stipulated in the respective clause. of GCC 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

39.2 THIRD PARTY INSURANCE

Before commencing the execution of the work the Contractor but without limiting his obligations and responsibilities shall insure against his liability for any material or physical damage, loss, or injury which may occur to any property including that of SBI, or to any person, including any employee of SBI, by or arising out of the execution of the works or in the carrying out of the Contract.

39.3 MINIMUM AMOUNT OF THIRD PARTY INSURANCE

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

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

40.0 ACCIDENT OR INJURY TO WORKMAN:

40.1 The Contractor shall immediately on occurrence of any accident at the site or in connection with the execution of the work report such accident to the Consultant. The Contractor shall also such report immediately to the Competent Authority whenever such report is required to be lodged by the law and take appropriate actions thereof.

40.2 SBI 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 SBI other agents ,or employees. The Contractor shall indemnify and keep indemnified SBI against 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.

40.3 INSURANCE AGAINST ACCIDENTS ETC. TO WORKMEN

The Contractor shall insure against such liability with an insurer approved by SBI during the whole of the time that any persons are employed by him on the works and shall, when required, produce to the 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 is indemnified under the policy but the Contractor shall require such sub-Contractor to produce to the Consultant when such policy of insurance and the receipt for the payment of the current premium.

40.4 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 SBI 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 SBI as aforesaid from any amount due or which may become due to the Contractor, or recover the same as debt from the Contractor without prejudice to the others rights of SBI against Contractors.

40.4.1 In respect of such default, SBI shall be entitled to deduct from any sums payable to the Contractor the amount of any damages costs, charges, and other expenses paid by SBI 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.

41.1 NO COMPENSATION OR RESTRICTIONS OF WORK

If at any time after acceptance of the Tender, SBI shall decide to abandon or reduce the scope of work for any reason whatsoever and hence not required the whole or any part of the work to be carried out. The Consultant shall give notice in writing to that effect to the Contractor and the Contractor shall act accordingly in the matter. The Contractor shall have no claim to any payment of compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived from the execution of the work fully but which he did not derive in consequence of the foreclosure of the whole or part of the work.

41.2 SUSPENSION OF WORK

i) The Contractor shall, on receipt of the order in writing of the Consultant whose decision shall be final and binding on the Contractor suspend the progress of works or any part thereof for such time and in such manner as Consultant may consider necessary so as not to cause any damage or injury to the work already done or endanger the safety thereof for any of following reasons.

a) On account any default on the part of the Contractor, or

b) For proper execution of the works or part thereof for reasons other than the default of the Contractor, or

c) For safety of the works or part thereof:

The Contractor shall, during such suspension, properly protect and secure the works to the extent necessary and carry out the instructions given in that behalf by the Consultant.

d) If the suspension is ordered for reasons (b) and (c) in sub-Para (i) above:

The Contractor shall be entitled to an extension of time equal to the period of every such suspension. No compensation whatsoever shall be paid on this account.

43.0 ACTION WHEN THE WHOLE SECURITY DEPOSIT IS FORFEITED

In any case in which under any clause or clauses of this Contract, the Contractor shall have rendered himself liable to pay compensation amounting to the whole of his security deposit the Bank / Consultant shall have the power to adopt any of the following course as they may deem best suited to the interest of SBI.

a) To rescind the Contract (of which rescission notice in writing to the Contractor by the Bank / Consultant shall be conclusive evidence) and in which case the security deposit of the Contractor shall be forfeited and be absolutely at the disposal of SBI.

b) To employ labour paid by SBI and to supply materials to carry out the work, or any part of the work, debiting the Contractor with the cost of the labour and materials (the cost of such labour and materials as worked out by the Bank / Consultant shall be final and conclusive against the Contractor) and crediting him with the value of the work done, in all respects in the same manner and at the same manner and at the same rates as if it had been carried out by the Contractor under the Terms of this Contract the certificate of Consultant as to the value of work done shall be final and conclusive against the Contractor.

c) To measure up the work of the Contractor, and to take such part thereof as shall be unexecuted, out of his hands, and to give it to another Contractor to complete in which case any expenses which may be incurred in excess of the sum which would have been paid to the original Contractor, if the whole work had been executed by him (of the amount of which excess the certificates in writing of the Consultant shall be final and conclusive) shall be borne by original Contractor and may be deducted from any money

due to him by SBI under the Contract or otherwise, or from his security deposit or the proceeds of sale thereof, or sufficient part thereof. In the event of any of above courses being adopted by SBI the Contractor shall have no claim to compensation for any loss sustained by him by reasons of his having purchased or procured any material or entered into any engagements or make any advances on account of, or with a view to the execution of the work or the performance of the Contract and in case the Contract shall be rescind under the provision aforesaid, the Contractor shall not be entitled to recover or to be paid any sum or any work thereto for actually performed under this Contract, unless, and until the Consultant will have certified in writing the performance of such work and the value payable in respect thereof, and he shall only be entitled to be paid the value so certified.

44.0 OWNER'S RIGHT TO TERMINATE THE CONTRACT

If the Contractor being an individual or a firm commit any 'Act of insolvency' or shall be adjusted an insolvent or being an incorporated company shall have an order for compulsory winding up voluntarily or subject to the supervision of Govt. and of the Official Assignee of the liquidator in such acts of insolvency or winding up shall be unable within seven days after notice to him to do so, to show to the reasonable satisfaction of the Bank / Consultant that he is able to carry out and fulfill the Contract and to give security therefore if so required by the Bank / Consultant.

Or if the Contractor (whether an individual firm or incorporated Company) shall suffer execution to be issued or shall suffer any payment under this Contract to be attached by or on behalf of any of the creditors of the Contractor.

Or shall assign or sublet this Contract without the consent in writing of SBI through the Consultant or shall charge or encumber this Contract or any payment due to which may become due to the Contractor there under:

a) Has abandoned the Contract; or

b) Has failed to commence the works, or has without any lawful excuse under these conditions suspended the progress of the works for 15 days after receiving from SBI through the Consultant written notice to proceed, or

c) Has failed to proceed with the works with such diligence and failed to make such due progress as would enable the works to be completed with in the time agreed upon, or has failed to remove the materials from the site or to pull down and replace work within seven days after written notice from SBI through the Consultant that the said materials were condemned and rejected by the Bank / Consultant under these conditions; or has neglected or failed persistently to observe and perform all or any of the acts, matters or things by this Contract to be observed and performed by the Contractor for seven days after written notice shall have been given to the Contractor to observe or perform the same or has to the detriment of good workmanship or in defiance of the SBI's or Consultant's instructions to the contrary subject any part of the Contract. Then and in any of said cases SBI and or the Consultant may not withstanding any previous waiver, after giving seven days notice in writing to the Contractor, determine the Contract, but without thereby affecting the powers of SBI or the Consultant or the obligation and liabilities of the Contractor the whole of which shall continue in force as fully as if the Contract had not been so determined and as if the works subsequently had been executed by or on behalf of the Contractor. And, further SBI through the Consultant, their agents or employees may enter upon and take possession of the work and all plants, tools, scaffoldings, materials, sheds, machineries lying upon the premises or on the adjoining lands or roads use the same by means of their own employees or workmen in carrying on and completing the work or by engaging any other Contractors or persons to complete

the work and the Contractor shall not in any way interrupt or do any act, matter or thing to prevent or hinder such other Contractor or other persons employed for completing and finishing or using the materials and plant for the works.

When the works shall be completed or as soon thereafter as convenient SBI or the Consultant shall give a notice in writing to the Contractor to remove his surplus materials and plants and should the Contractor fail to do so within 14 days after receipt thereof by him SBI sell the same by public auction after due publication, and shall adjust the amount realized by such auction. The Contractor shall have no right to question any of the acts of SBI incidental to the sale of the materials etc.

45.0 SETTLEMENT OF DISPUTES AND ARBITRATION

45.1 Except where otherwise provided in the Contract all questions and disputes relating 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.

45.2 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 Consultant 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 Assistant General Manager (Premises & Estate) S.B.I., Chennai and endorse a copy of the same to the Consultant, 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 Contractor shall not be entitled to raise any claim nor shall the Bank 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 Asst. General Manager (Premises & Estate) in the manner and within the time as aforesaid. The Contractor shall be deemed to have waived and extinguished all his rights in respect of any claim not notified to the Assistant General Manager (Premises & Estate) in writing in the manner and within the time aforesaid.

45.3 The Asst. General Manager (Premises & Estate) 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 Asst. General Manager (Premises & Estate) State Bank of India, Local Head Office submit his claims to the conciliating authority namely the Circle Development Officer, State Bank of India, Local Head Office for conciliation along with all details and copies of correspondence exchanged between him and the Asst. General Manager (Premises & Estate).

45.4 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 of the Bank for appointment of an arbitrator to adjudicate the notified claims falling which the claims of the Contractor shall be deemed to have been considered absolutely barred and waived.

45.5 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 Bank shall be referred for adjudication through arbitration by the Sole Arbitrator appointed by the Chief General Manager and who will be Dy.General Manager & Chief Engineer. It will also be no objection to any such appointment that the Arbitrator so appointed is a Bank Officer and that he had to deal with the matters to which the Contract relates in the course of his duties as Bank Officer. If the arbitrator so appointed is unable or unwilling to do 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. Such a person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor.

45.6 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.

45.7 It is also a term of this Contract that no person other than a person appointed by such Chief General Manager as aforesaid should act as Arbitrator.

45.8 The conciliation and arbitration shall be conducted in accordance with the Provisions of the Arbitration & Conciliation Act 1996 or any statutory modification or reenactment thereof the rules made thereunder.

45.9 It is also a term of the Contract that if any fees are payable to the arbitrator these shall be paid equally by both the parties. However, no fees will be payable to the arbitrator if he is a Bank Officer.

45.10 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 fees, if any, of the arbitrator shall, if required to be paid before the award is made and published, be paid half and half by each of the parties. The cost of the reference and of the award (including the fees, if any of the arbitrator) 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.

45.11 WORK TO BE CONTINUED DURING THE PENDENCY OF THE ARBITRATION

The Contractor shall continue with the work with due diligence and speed so as to complete the same within the period agreed upon, notwithstanding any dispute or different or question as referred to arbitration. The works shall not be delayed on account of any such reference made to the Arbitrators.

46.0 WATER SUPPLY

The Contractor shall make his own arrangements for water required for the work and nothing extra will be paid for the same. However, water could be arranged by the Bank and the amount equivalent to **0.25 %** of final bill value of total work done towards the water charges shall be recovered from the Contractors.

47.0 POWER SUPPLY

The Contractor shall make his own arrangements for power and supply / distribution system for driving plant or machinery for the work and for lighting purpose at his own cost. The cost of running and maintenance of the plants are to be included in the Tender prices. He shall pay all fees and charges required for the power supply and include the same in his Tendered rates and hold the owner free from all such costs. He has to obtain necessary approval from the appropriate authorities, if required.

(Or)

Alternately if the Contractor makes a written request the electric power would be arranged by the Bank at a particular point and the Contractors have to make their own arrangement for tapping the supply at various points. The amount equivalent to **0.25 %** of the final bill value of work done towards the Electricity charges shall be recovered from the Contractors.

48.0 LOCAL LAWS, ACTS, REGULATIONS:

The Contractor shall strictly adhere to all prevailing labour laws inclusive of Contract labour (regulation and abolition act of 1970) and other safety regulations. The Contractor shall comply with the provision of all labour legislation including the latest requirements of all the Acts (latest), laws(latest), any other regulations that are applicable to the execution of the Project.

- i) Minimum wages Act 1948(Amended)
- ii) Payment of wages Act 1936(Amended)
- iii) Workmen's compensation Act 1923 (Amended)
- iv) Contract labour regulation and abolition act 1970 and central rules 1971(Amended)
- v) Apprentice act 1961(amended)
- vi) Industrial employment (standing order) Act 1946(Amended)
- vii) Personal injuries (Compensation insurance) act 1963 and any other modifications
- viii) Employee's provident fund and miscellaneous provisions Act 1952 and amendment thereof
- ix) Shop and establishment act
- x) Any other act or enactment relating thereto and rules framed there under from time to time.

49.0 ROLE OF THE CONSULTANT

Consultants duty is to be watch and supervise the works on day to day basis and to test any materials to be used or workmanship employed in connection with the works, quality control, project scheduling and monitoring and co-ordination with all other agencies and lift Contractor, recording of measurement, clarifications of bills, preparing extra deviation items excess / saving statement preparing minutes of meetings etc. They shall have no authority either to relieve the Contractor of any of his duties or obligations under the Contract or, except those expressly provided hereunder, to order any work involving delay or any extra payment by SBI or any variation of or in the works.

The Contractor shall afford the Consultant every facility and assistance for examining the works and materials and checking and measuring time and materials. The Consultant shall have no power to revoke, alter, enlarge, or relax any requirements of this Contract, or to sanction any day-work, additions, alterations, deviations or emissions unless such in authority may be specially conferred by a written order of SBI.

The Consultant shall act in consultation the Structural Consultant in regard to the quality of all Structural aspects of the work and in consultation with the Bank will finalize the

selection of materials involved. The Consultant shall jointly record the measurements with Contractor's representative for all items of works and on completion hand over the records to SBI.

The Consultant shall have the power to give notice to the Contractor or his Engineer in charge about the non-approval of any work or materials and such works shall be suspended or the use of such materials should be discontinued until the decision of the Bank is obtained, the work, will from time to time visited by the Consultant / SBI but such examination shall not in any way exonerate the Contractor from the obligation to remedy any defects which may be found to exist at any stage of the work or after the same is completed. Subject to the limitations of this Clause, the Contractor shall take instructions only from the Consultant as the case may be.

The Consultant shall have such other powers and discharge other functions as are specifically provided in this Contract including such incidental or consequential powers or duties, subject always to such specific instructions or directions of Bank, which shall be duly notified to the Contractor.

50.0 CONSULTANT'S DELAY IN PROGRESS

The Consultant may delay the progress of the work in case of rain or otherwise, without vitiating the Contract and grant such extension of time with the Approval of Bank for the completion of the Contract as he may think proper and sufficient in consequence of such delay and the Contractor shall not make any claim for compensation or damage in relation thereto.

51.0 TECHNICAL AUDIT CLAUSE

The work is liable to be technically audited by the chief Technical Examiner of the Central Vigilance Commission of the Government of India from time to time. Any defects, improvements or testing etc. pointed out by the Chief Technical Examiner should be carried out by the Contractor at his own cost and any deduction suggested by the CTE will be effected.

SBI shall have a right to cause a technical examination and audit of works and the final bills of the Contractor including all supporting vouchers, abstract, 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 in respect of any work done by the Contractor under the Contract the Contractor shall be liable to return the amount of over payment and it will be lawful for SBI to recover the same from any sum or due to him and in any other manner legally permissible and if it is found, that the Contractor was paid less than what was due to him under the Contract in respect of any work, executed by him under the Contract the amount of such under payment shall be duly paid by SBI.

Any sum of money due and payable to the Contractor (including Security deposit returnable to him) under this Contract may be appropriated by SBI and set off against any claim of SBI for the payment of a sum of money arising out of or under any other Contract made by the Contractor with SBI.

52.0 ADDRESS FOR COMMUNICATION

All letters and Notices under or pursuant to these presents shall be hand delivered against acknowledgement or sent by Registered Post with Acknowledgement due at the respective addresses mentioned below or to the e-mails of the contractor registered with the Bank . Any change in the addresses shall be duly intimated by the concerned Party to all others.

I. Address of SBI

The Assistant General Manager,
State Bank of India, Premises & Estate Department, 4th Floor, Local head
office, 16, College lane, Nungambakkam, Chennai 600 006
Email: agmpre.lhoche@sbi.co.in

2. Address of Consultants

M/s. OM CONSULTANTS.
SHOP NO-37, GANJAWALA APTS, S.V. ROAD, BORIVALI (W)
MUMBAI 400 092.
TEL.NO. 9892900734
E-mail: SUNILTILAK20@GMAIL.COM

3. Address for the Contractors

M/s. -----

SPECIAL CONDITIONS OF CONTRACT

1.0 SCOPE OF WORK

1.1 The scope of work shall include the following.

- Design and manufacture of passenger lifts along with all accessories/ components
- Delivery of lift equipment to Bank's LHO site at Chennai including packing, handling, transporting, clearing, loading/unloading at ports in India and unloading at site in Chennai.
- Dismantling the existing lifts along with all allied equipment and accessories in phased manner as per the requirement.
- Erection, testing & commissioning of lift equipment as per technical specifications, obtaining operating approval from lift inspectorate and handing over the lifts to Bank.
- Providing all inclusive service including all spares, etc. during warranty period of new lifts and subsequent comprehensive Annual Maintenance Contract for the committed period of 20 years (min.) from the date of handing over of the new lift installation to the bank as per draft attached (see Annexure 3).
- All engineering, equipment, labour, and permits required to satisfactorily complete lift replacement required by this Specification.
- Any other ancillary work, related to but not mentioned above, required for completion of the job.
- Obtaining all statutory permissions / Electrical Inspectorate lift license. Necessary documents will be given by bank. However **any fees to obtain license will** be borne by the vendor.
- Comprehensive Annual Maintenance Contract of the above lifts after the DLP

In addition to the scope of works, the Related works **to be provided by contractor:**

1) Scaffolding necessary for erection, and all minor builder's work for cutting away and making good to walls and masonry work required, including repairs to plaster, white wash etc. Further, all chase cutting and openings as required by the Lift Contractor and shown on his drawings, will be carried out by the Lift Contractor. Machine RS beams and/or MS channels should be of reputed make (Tata, Jindal, SAIL only) for support of lift machinery and oil buffers shall be supplied and erected by the Lift Contractor.

2) Full length i.e. from sill to header fascia sheets of appropriate gauge also should be included on all floors including emergency landings. which will require additional support for extended lengths to be included in tenderer's scope.

3) Main 3 phase Copper power cables of Polycab or equivalent make and appropriate size or make duly approved by the bank shall be laid through individual shafts to meet the current PWD requirements. Single phase hoistway lighting cable of appropriate specification of the same make as 3 phase cable be laid with necessary bulkhead fitting with light point/plug and switches. Double copper earthing of appropriate gauge should also be provided. Main switches along with MCB'S /ELCB, RCCB of reputed make only duly approved by the bank etc on both sides should also be supplied and included in your scope. Earthing pit if required shall be in bidder's scope.

4) Since only open area within the premises will be provided by the bank, all expenses towards covering the area with tin materials, locking arrangement etc shall be included in bidder's scope.

Works not to be provided by Contractor:

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

Earthing pit for each lift shall be provided by the bank.

- 1.2 The tenderer should indicate in his tender the complete description of the working of the system/sub systems and their power requirements of each lift with all relevant brochures/literature etc. in addition to those called for in the Technical Specifications:
- 1.3 The tenderer shall carefully check the specifications and shall satisfy himself that the equipment offered is suitable as per the enclosed Technical Specifications and shall take full responsibility for the efficient operation of the equipment offered.
- 1.4 Tenderer shall supply all tools, plants, labour and consumables etc as required for installation, testing and commissioning of the lifts.
- 1.5 The tenderer shall state clearly in his tender the standard tools, spare parts which he will supply free of cost when installing the lifts and handover same to the Bank after completion of the work.

2.0 ADDRESS OF SITE

State Bank of India, Local Head Office Building, 16 College Lane, Nungambakkam, Chennai 600 006.

3.0 DRAWINGS, DIMENSIONS AND LEVELS

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

All dimensions and levels shown on the drawings shall be verified by the Contractor on the site and he will be held responsible for the accuracy and maintenance of all the dimensions and the levels. Figured dimensions are in all cases to be accepted and no dimension shall be scaled. Large scale details shall take precedence over small-scale drawings. In case of discrepancy the Contractor shall ask for clarification from the Consultant before proceeding with the work.

4.0 PACKING AND DESPATCH

The equipment shall be properly and securely packed in boxes suitable for export (wherever applicable) and multiple handling and transportation by sea / air / rail / road under Indian conditions. All equipment / components shall be delivered on Duty Delivery Paid (DDP) basis at the Bank's Local Head Office, Chennai.

5.0 IMPORT AND EXPORT LICENCE

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

5.2 The tenderer shall obtain and maintain the necessary export license for importing machines into India from the competent authorities and shall pay all costs and

fees connected therewith. Failure to obtain and maintain export licence shall not be considered as Force Majeure. In case the tenderer fails to obtain or maintain the licenses, or if the licenses are withdrawn, the tenderer shall restore them within two months from the date of such cancellation/withdrawal. If the tenderer fails to restore the export licence, the Bank shall have the right to cancel the contract in whole or in part and the tenderer shall forthwith return to the Bank all the amounts paid by the Bank to the tenderer in respect of the supplies and services cancelled, together with all damages suffered by the Bank. In this regard the decision of the Bank shall be final and binding.

6.0 Inspection of materials/work at site

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

The bank at its discretion may inspect the lift equipment at the manufacturer's works, before despatch of the same to the site. The inspection will cover the following equipment.

- i) Machine/motors.
- ii) Controllers with VF installed
- iii) Assembled cabin with panels approved by the bank.

- iv) Door operating system
- v) Signal/indicator devices
- vi) Any other equipment.

- 6.3 The above will, however, not in any way absolve the contractor of his responsibility about proper performance of the system/ components after erection and commissioning at the designated place.
- 6.4 The Bank's officials shall have the power:
- a) Before any equipment or part thereof are submitted for inspection to certify that they or any portion thereof are not in accordance with the contract owing to adoption of any unsatisfactory method of manufacture.
 - b) To reject any equipment or parts submitted as not being in accordance with the specification;
 - c) To reject the whole of the equipment tendered for inspection, if after inspection of such portion thereof as he may in his discretion think fit, he is satisfied that the same is unsatisfactory; and
 - d) To mark the rejected equipment or parts with a rejection mark so that it may easily be identified if re-submitted.

6.5 Consequence of rejection:

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

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

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

7.0 COMPLETION PERIOD

7.1 Time allowed for carrying out the work, as mentioned in the Memorandum, shall be strictly observed by the Contractor and it shall be reckoned from the 15th day after written order to commence the work is issued. The successful Contractors have to furnish a detailed BAR CHART indicating their schedule programme as per the broad items of work listed below within 15 days from the date of written order to commence the work. 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/Bank. This BAR CHART will be referred for during the progress of the work to establish the periodical landmarks of achievement of work. If necessary, the revised BAR CHART based on the revised scope of work have to be submitted by the Contractor. 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 "NIT" of the contract.

Sr. No	Activity	Time in weeks	Quoted time in weeks (by bidder)	
(a)	Submission of layout drawing for all elevators	4		Weeks after 15 th day of the date of WO
(b)	Approval of layout drawings by Bank	1		Weeks from above
(c)	Delivery of materials at site			
ii)	2 nos. lifts in Phase 1	20		From date of award of WO
iii)	2 nos. lifts in Phase 2	30		From date of award of WO
iv)	1 no. lift in Phase 3	40		From date of award of WO
(d)	Installation, testing & commissioning and handing over with operating license			
ii)	2 nos. lifts in Phase 1	12		From date of receipt of material
iii)	2 nos. lifts in Phase 2	12		From date of receipt of material
iv)	1 no. lift in Phase 3	12		From date of receipt of material
	Total Completion Period in weeks	56		Reckoned from 15days from date of release of Work Order

Notes

- 1) The number of weeks required for items a, c and d above to be filled in by the tenderer.
- 2) The total completion period should be as specified in the tender.
- 3) At no point of time the lift service to the occupants should get disturbed due to progress of the work on the other lifts.

8.0 Insurance

8.1 The contractor shall take all insurances at his cost to cover all kinds of risks from the time the lift equipment leaves the manufacturer's works till handing over the lifts to the Bank, in the joint names of the Bank and the contractor (Bank's name being first) and it shall cover the following risks.

- Contractor's All Risk Policy (CAR) for 110% of the full contract amount valid from the date of commencement of the contract till actual hand over of the lifts to the Bank. It should include dismantling of lifts and shall also cover all ancillary works related to the elevator replacement.
- Workmen compensation policy for all the workmen of the contractor at site.
- Third party liability policy for a total of Rs.40 lakhs and with a limit of Rs.5 lakhs per accident.
- 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, the Bank reserves the right to take the above insurance policies themselves and/ or recover the cost thereof from the bill of the contractor.

9.0 Warranty and All Inclusive Maintenance Contract

9.1 The entire equipment shall be guaranteed to be free from defective workmanship or materials and any defects that may appear within 12 months from the date of issue of completion certificate for the work, which in the opinion of the Employer have arisen from bad workmanship or materials, shall upon intimation by the Employer, be made good by the Contractor at his own cost within the time specified. During the said period of 12 months, the contractor (successful tenderer) shall make periodical inspection of the working of the lifts free of charge at least once a month or earlier, if required, and attend to the lubrication of the various parts and such other service that may be required of him.

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

9.2 All inclusive Annual Maintenance Contract (AMC)

The tenderer shall quote his rates in rupees per lift per annum for all inclusive Comprehensive Maintenance Contract inclusive of custom duty for spares imported, transport, insurance, handling, (excluding GST) etc. applicable after expiry of 12 months free warranty period. These rates shall remain firm for the period quoted by you.

The Bank Guarantee submitted by the successful tenderer towards security deposit shall be valid till end of first year of AMC.

9.3 Scope of works during AMC

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

(i) Routine servicing / troubleshooting / setting / adjustments / cleaning / lubrication / checking of safeties etc. to ensure smooth and trouble-free working of the lifts.

(ii) Repairs/ replacement to the lifts including re-loading software etc. in the event of any breakdown including replacement of spares / components/ sub-system / cards / motors / ropes or belts and any other component, part or whole, which may need replacement/ repairs.

(iii) Import of spares and stocking them shall be responsibility of the tenderer. Non-availability of spares / components will not be accepted as a reason for waiving of penalty towards delay in rendering prompt service.

(iv) All manufacturers preventive maintenance schedules / replacement periodicity of components like ropes, electrical/ electronic parts including checking of safety devices, protections like rope/belt slip, load testing etc. shall be strictly followed as per the manufacturer's periodicity or as required in addition to the scope of maintenance indicated above.

(v) The scope of maintenance in addition to periodic maintenance will also include attending to /any number of breakdown calls.

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

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

However, an overall uptime of minimum 98 % 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 98 % availability will be recovered from the payment due to the firm.

The uptime will be computed every quarter for each lift as per the calculation given below.

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.

Example Equipment Availability Calculation

Hours of Availability (approx)			
Daily Hours of Operation 6.00 am to 11.00 pm	=	17	Hours per day
17 hours per day x 7 days per week	=	119	Hours per week
119 hours per week x 52 weeks per year	=	6188	Hours per year
6188 hours per year / 12 months	=	516	Hours per month
516 hours per month x 3 months (quarter)	=	1548	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)	
1548 hours – 10.5 hours = 1537.5 / 1548 hours per quarter	=	99.32 %	Availability

10.0 TEMPORARY FENCING/ BARRICADING

The Contractor shall provide and maintain a suitable temporary fencing/ barricading and gates at his cost to adequately enclose all boundaries of the site for the protection of the public and for the proper execution and security of the work and in accordance with the requirement of the Bank / Consultant and regulations of local authorities. These shall be altered, relocated and adopted from time to time as necessary and removed on completion of the work.

11.0 SITE MEETINGS

Site meetings will be held to review the progress and quality evaluation. The Contractor shall depute a senior representative along with the site representative and other staff of approved sub-Contractors and suppliers as required to the site meetings and ensure all follow up actions. Any additional review meetings shall be held if required by the Bank/ Consultant.

12.0 DISPOSAL OF REFUSE

The Contractor shall cart away all debris, refuse etc. arising from the work from the site and deposit the same as directed by the Bank / Consultant at his own cost. It is the responsibility of the Contractor to obtain permission from the local authorities concerned to the effect that all rubbish arising out of Contractor's activities at the construction site or any other off-site activities borrow pits has been properly disposed off.

13.0 DISPLAYING THE NAME OF THE WORK

The Contractor shall put up a name board of suitable size as directed by the Bank / Consultant indicating therein the name of the project and other details as given by the Bank / Consultant at his own cost and remove the same on completion of work.

14.0 AS BUILT DRAWINGS.

The Contractor will modify the drawing prepared by him wherever the changes are made by SBI/ Consultant. And submit two copies of such modified drawings to the Consultant for approval. The Consultant will return one copy of the approved drawing to the Contractor. After completion of work the Contractor should prepare As built drawings of each lift in the form of three sets of hard copy in colour and one softcopy.

15.0 APPROVED MAKE

The Contractor shall provide all materials from the list of approved makes at his own cost and also appoint the specialized Agency for any other item as specified in the Tender. The Consultant may approve any make/ Agency within the approved list as given in the Tender after inspection of the sample/ mockup.

16.0 PROCUREMENT OF MATERIALS

The Contractor shall make his own arrangements to procure all the required materials for the work. All wastages and losses in weight shall be to the Contractor's account.

17.0 ACCEPTANCE OF TENDER

SBI shall have the right to reject any or all Tenders with out assigning any reason. They are not to bound to accept the lowest or any Tender and the Tenderer or Tenderers shall have no right to question the acts of SBI. However adequate transparency would be maintained by SBI.

18.0 The prices shall be Firm for the duration of Contract plus all authorized extensions of time plus three months period after completion of work. All rates will be including all applicable taxes except GST.

19.0 The Contractor is to quote for all sections of the Bills of Quantities.

20.0 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.

21.0 The contractor shall furnish an undertaking as per the enclosed proforma (Annexure 6) that they will maintain the lifts satisfactorily for a minimum period of 19 years from the date of expiry of the defect liability period at the rate quoted by them in this contract towards all inclusive maintenance service contract subject to the terms, conditions, scope indicated under scope of service contract.

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

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

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

25.0 The contractor must bear in mind that all the work shall be carried out strictly in accordance with the specifications made by the Employer and also in compliance of the requirement of the local public authorities and to the requirements of the Lift Inspectorate and any other Acts / Rules / Regulations and no deviation on any account will be permitted.

26.0 The successful tenderer shall apply for obtaining license for the lift installation along with all the documents on behalf of the Bank (necessary official inspection fee levied by the Government and/or any other authorities will be paid by the Bank) in obtaining necessary permission / license as required and also conduct such tests as are called for by the regulation of the authorities without any extra cost to the Employer. Follow up with the authorities has to be carried out by the tenderer. All documents necessary as collaterals will be provided by the bank

No disruption to normal office functions

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

28.0 If the contract includes works, which will be disruptive during normal business operations, or would be dangerous to building occupants, said works shall be performed during hours as the Employer dictates. Examples of such work include, without limitation, saw cutting of concrete, jack hammering, welding, metal cutting, pouring concrete, erecting steel or hoisting equipment over occupied portions of the building or performing tests requiring all lifts in a group. The Contractor shall perform such work during Employer dictated hours and shall include all costs in its tender.

29.0 The Contractor shall keep noise levels within permissible limits during normal building hours. When it is necessary to produce noise above this level, the Contractor shall advise the Employer of such needs and times will be scheduled as directed. The Contractor shall anticipate any excessive noise reducing procedures and include an allowance for it in the tender.

Protection of Work and Property

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

GENERAL SPECIFICATIONS & OTHER TECHNICAL REQUIREMENTS:

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

1.1 Applicable codes

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

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

IS-14671 (1999) Edition or statutory modification thereof amended up to date.

IS-2147 (1962) Edition or statutory modification thereof amended up to date.

IS-2332 (1972) Edition or statutory modification thereof amended up to date.

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

Comply to the requirements of all other Codes, Ordinances and Laws applicable within the governing jurisdiction and latest Indian Standards, as applicable. The Electrical wiring shall strictly comply to IS: 732 and the entire installation shall be in accordance with the Indian Electricity Act 2001 and Indian Electricity Rules 1956 or latest amendments thereof. The Contractor shall arrange to obtain the sanction of the lift authorities for commissioning of the lift and hand-over for operation

1.2 Storage area

The Client will designate an open equipment storage area for use by the Contractor. The Contractor shall make his own arrangements for having a lockable storage including locking arrangement and shall restrict usage to area designated and shall notify Client prior to storing of any large equipment which will impose heavy concentrated loading on floor area. Contractor shall not store such equipment until approval is received.

1.3 Occupancy and work by others

The Contractor expressly affirms the Client's rights to let other contracts and employ other Trades in connection with the specified work. The Contractor will afford other Trades reasonable opportunity for introduction and storage of materials and equipment for execution of their work, The Contractor will also incorporate comparable provisions in all its subcontracts.

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

2. General Submittals

Within 30 calendar days after award of contract and before beginning equipment fabrication, submit shop drawings and required material samples for review. Allow 10 days for response to initial submittal.

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

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

c) Power Confirmation Information designed for existing conditions.

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

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

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

3. Painting

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

4. Site condition inspection

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

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

5. Product delivery, Storage and handling

5.01 Deliver material in Contractor's original, unopened protective packaging.

5.02 Store material in original protective packaging. Prevent soiling, physical damage, or moisture damage.

5.03 Protect equipment and exposed finishes from damage and stains during transportation, erection, and construction

5.04 Allocate available site storage areas and coordinate their use with Client and other Trades.

5.05 Provide suitable temporary weather-tight storage facilities as may be required for materials that will be stored in the open. No material shall be stored on landings.

6. Installation Requirements

6.01 Install all equipment in accordance with Contractor's instructions, referenced codes, specification and approved submittals.

6.02. Install machine room equipment with clearances in accordance with referenced codes and specification.

6.03 Install all equipment so it may be easily removed for maintenance and repair.

6.04 Install all equipment for ease of maintenance.

6.05 Install all equipment to afford maximum accessibility, safety, and continuity of operation.

6.06 Remove oil, grease, scale, and other foreign matter from the following equipment and apply one coat of field-applied machinery enamel.

- a) All exposed equipment and metal work installed as part of this work, which does not have architectural finish.
- b) Machine room equipment as required lift well equipment including guide rails, guide rail brackets, and pit equipment.
- c) Neatly touch up damaged factory-painted surfaces with original paint colour.
- d) Protect machine-finish surfaces against corrosion.
- e) Adjacent work areas that adjoin with new equipment installed as part of this specification.

7. Manufacturer's Nameplates

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

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

8. Colours of factory-finished equipment

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

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

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

9. Materials and finishes

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

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

Structural Steel shapes and plates.

9.02 Stainless Steel: Type 304, with standard tempers and hardness required for fabrication, strength and durability. Apply mechanical finish on fabricated work in the locations shown or specified with texture and reflectivity required to match Architect's sample. Protect with adhesive paper covering.

- Satin: Directional polish finishes. Graining directions as shown or, if not shown, in longest dimension.
- Textured honeycomb Pattern as manufactured by rigidized metals or approved with bright directional polish (satin finish).

Mirror: Reflective polish finish with no visible graining.

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

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

9.05 Prime Finish: Clean all metal surfaces receiving baked enamel paint finish of oil, grease, and scale. Apply one coat of rust-resistant primer followed by a filler coat over uneven surfaces. Sand smooth and apply final coat of primer.

9.06 Powder Coat Finish: Prime finish as per above. Unless specified, "prime finish" only, apply and bake three (3) additional coats of enamel in the selected solid colour.

9.07 Entrance Field Paint: Clean all surfaces of dirt and grease. Sand and finish surfaces as necessary to remove pits and scratches and prepare surface for painting. Apply filler to ensure smooth surface, sand and apply two coats of sprayed on cellulose paint finish in the selected solid colour.

9.08 Refinishing of natural metals: Remove existing protective finish. Buff as necessary to remove scratches. Re-grain or finish as specified and protect as indicated for particular metal type.

10. Maintenance

10.01 Use competent personnel, acceptable to the Client, employed and supervised by the Contractor.

10.02 Warranty maintenance:

- The lift contractor shall guarantee that the materials and workmanship of the equipment installed by him under these specifications shall be first class in every respect. He will make good at his own cost any defects which may develop within one year from the date of commissioning of the installation, ordinary wear and tear and improper use expected. This clause does not preclude any remedy the client may have for latent defects.

- Defective is defined to include operation or control system failures, car performance below required minimum, excessive wear, unusual deterioration or aging of materials or finishes, unsafe conditions, the need for excessive maintenance, abnormal noise or vibration and similar unsatisfactory conditions.

Provide preventive maintenance and 24-hour emergency call-back service for one year commencing on date of final acceptance by client. Systematically examine, adjust, clean, and lubricate all equipment. Repair or replace defective parts using parts produced by the manufacturer of installed equipment. Maintain lift machine room), lift shaft, and pit in clean condition.

- Make modifications and adjustments to meet performance requirements specified herein.

10.03 Contract preventive maintenance:

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

Technical specifications of the proposed lifts

Passenger Lift(s) Data Sheet/ details are as under:

		Existing old lifts	Proposed new lifts
1	Number of lifts	3 Nos.	3 Nos.
2	Type/ Make	Passenger	Passenger
3	Capacity	20 passenger (1360 kgs)	23 passenger (1564 kgs)
4	Speed	1.75 MPS	1.75 MPS
5	Travel	34 M Approx (G + 10) – (2 nos. Lifts A & B) 37 M Approx (B, G + 10) – (1 no. Lift C)	34 M Approx (G + 10) – (2 nos. Lifts A & B) 37 M Approx (B, G + 10) – (1 no. Lift C)
6	Stops & openings	Lifts A & B serve 11 stops / 11 openings. Lift C serve 12 stops 12 openings All openings are on the same side	Lifts A & B serve 11 stops / 11 openings. Lift C serve 12 stops 12 openings All openings are on the same side
7	Drive	Geared with AC motor	PMSM Gearless drive having closed loop
8	Control	Microprocessor based ACVVVF Control with triplex collective operation	Microprocessor based Triplex full collective control with & without attendant.
9	Lift machine room	Directly above the shaft	Directly above the shaft
10	Power supply	AC 400 V +/- 10%, 50 Hz +/- 3%	AC 415 V +/-10%, 50 Hz +/- 3%
11	Car & landing Door operation	Automatic	Automatic VF or DC Door operating with closed loop
12	Car door	Centre Opening	Centre Opening – Automatic in Stainless Steel Mirror finish having clear opening of 1000 mm x 2000

			mm
13	Landing Door	Centre Opening	Centre Opening – Automatic in Stainless Steel Mirror Finish on 3 floors and remaining in Stainless Steel in Hairline finish with 2 hours fire rating having clear opening of 1000 mm x 2000 mm
14	Car		Provide new Car having combination of <u>Stainless Steel Etched & Mirror Finish</u> , along with 6 nos. LED light fixtures with diffuser & approved make heavy duty ceiling mounted 4 nos. cabin fans / blowers with adequate ventilation and lighting. Flooring with approved shade / make of 20 mm thick granite flooring as approved by Bank. Please indicate amount of provision made in covering letter.
15	Car Size	2000 mm wide x 1550 mm deep x 2200 mm height	1800 mm wide x 1900 mm deep x 2400 mm clear height

Operating Indications

16	On all landing & ground floor lobby	Luminous buttons combined with 7 segment Digital Indicators and hall lanterns on all floors	<ol style="list-style-type: none"> 1. Two risers Duplex type Luminous Hall Buttons with braille markings combined with LCD type floor indicators to stop lift in both directions on each operating floor except on terminal landings (one direction button) 2. Hall lanterns (Audio – visual) on all floors
17	In Car		<p>Car operating Panel (2 nos) equipped with the following:</p> <ol style="list-style-type: none"> 1. Auto / Manual selector key switch 2. Fan switch (in addition to fan auto control) 3. UP & Down buttons with braille markings for attendant operation 4. Luminous floor selector buttons with braille markings. 5. Overload warning device with annunciation (lift should not take a start under overload condition) 6. Alarm button in COP 7. 5.6 “ LCD car position and direction indicator in both

			<p>COP's</p> <p>8. Emergency LED light with SMF battery back up</p> <p>9) 3 way Intercom system with common instrument at security desk including laying of cable</p> <p>Notes:</p> <p>a) Faceplates of operating fixtures in Stainless steel finish should match the landing door finish</p> <p>b) Provision for separate cables only for CCTV (camera and other accs. by bank). Bidder to assist in fixing camera during installation</p>
18	Hoist way available	2550 mm wide x 2450 mm deep	2550 mm wide x 2450 mm deep
19	Pit depth	1600 mm	1600 mm
20	Announcement system	NA	Floor announcement in English, language with music of bank's choice.
21	Overhead	4850 mm	4850 mm
22	Safety Gear:	Governor Actuated	Provide New safety gear
23	Guide Rails:	Machined Steel Tees	Provide New Car and Counterweight Guide Rails including guide shoes etc.
24	Buffers:	Spring type	Provide new Hydraulic Buffers as per manufacturer's standard
25	ARD	ARD	Automatic Rescue Device with announcement and capable of moving the lift to the nearest landing in case of 1 phase or 3 phase main power failure shall be provided in all lifts.

Special Requirement for Lift C only

As per Government of India norms, all government buildings should have provision of features which shall facilitate easy movement and access to visually impaired and physically handicapped visitors.

The bank wishes to take this opportunity to have the new lifts complying the guidelines.

Bank intends to have one Lift C meeting this requirement. Thus, Lift C should have an additional Car Operating Panel installed on the side panel horizontally such that a wheel chair bound visitor is able to operate the lift. **This lift need not be provided with auxillary Car operating panel as the Car operating panel for handicapped is being provided.**

Similarly, visually impaired should have audio visual signals such as Hall lanterns and braille buttons in car and landings to suit their requirements.

DATA SHEET OF VIP LIFT

		Existing old lifts	Proposed new lifts
1	Number of lifts	1 No.	1 No.
2	Type/ Make	Passenger (V I P Lift)	Passenger (V I P Lift)
3	Capacity	8 passenger (544 kgs)	10 passenger (680 kgs)
4	Speed	1.75 MPS	1.75 MPS
5	Travel	34 M Approx (G + 10)	34 M Approx (G + 10)
6	Stops & openings	Lift serve 11 stops /11 openings. All openings are on the same side	Lift serve 11 stops 11 openings. All openings are on the same side
7	Drive	Geared with AC motor	PMSM Gearless drive having closed loop
8	Control	Microprocessor based ACVVVF Control with Simplex collective operation	Microprocessor based Simplex full collective control with & without attendant.
9	Lift machine room	Directly above the shaft	Directly above the shaft
10	Power supply	AC 400 V +/- 10%, 50 Hz +/- 3%	AC 415 V +/-10%, 50 Hz +/- 3%
11	Car & landing Door operation	Automatic	Automatic VF or DC Door operating with closed loop
12	Car door	Centre Opening	Centre Opening – <u>Automatic Glass Door in Stainless Steel Mirror finish frame</u> having clear opening of 800 mm x 2000 mm
13	Landing Door	Centre Opening	Centre Opening – <u>Automatic Glass Door in Stainless Steel Mirror finish frame</u> on all floors having clear opening of 800 mm x 2000 mm
14	Car		Provide new Car having combination of Stainless Steel Etched & Mirror Finish, along with 4 nos. LED light fixtures with diffuser & approved make heavy duty ceiling mounted 2 nos. cabin fans / blowers with adequate ventilation and lighting. Flooring with approved shade / make of 20 mm thick granite flooring as approved by Bank. Please indicate amount of provision made in covering letter.
15	Car Size	1300 mm wide x 1100 mm deep x 2200 mm height	1300 mm wide x 1350 mm deep x 2400 mm clear height
Operating Indications			
16	On all landing & ground floor	Luminous buttons combined with 7 segment Digital Indicators	1. One riser Simplex type Luminous Hall Buttons

	lobby	and hall lanterns on all floors	combined with LCD type floor indicators to stop lift in both directions on each operating floor except on terminal landings (one direction button)
17	In Car		<p>Car operating Panel (1 no) equipped with the following:</p> <ol style="list-style-type: none"> 1. Auto / Manual selector key switch 2. Fan switch (in addition to fan auto control) 3. UP & Down buttons with braille markings for attendant operation 4. Luminous floor selector buttons with braille markings. 5. Overload warning device with annunciation (lift should not take a start under overload condition) 6. Alarm button in COP 7. 5.6 " LCD car position and direction indicator in COP 8. Emergency LED light with SMF battery back up 9) 3 way Intercom system with common instrument at security desk including laying of cable <p>Notes:</p> <ol style="list-style-type: none"> a) Faceplates of operating fixtures in Stainless steel mirror finish. b) Provision for separate cables only for CCTV (camera and other accs. by bank). Bidder to assist in fixing camera during installation
18	Hoist way available	1950 mm wide x 1950 mm deep	1950 mm wide x 1950 mm deep
19	Pit depth	1600 mm	1600 mm
20	Announcement system	NA	Floor announcement in English, language with music of bank's choice.
21	Overhead	4850 mm	4850 mm
22	Safety Gear:	Governor Actuated	Provide New safety gear
23	Guide Rails:	Machined Steel Tees	Provide New Car and Counterweight Guide Rails including guide shoes etc.
24	Buffers:	Spring type	Provide new Hydraulic Buffers as per manufacturer's standard
25	ARD	ARD	Automatic Rescue Device with

		announcement and capable of moving the lift to the nearest landing in case of 1 phase or 3 phase main power failure shall be provided.
--	--	--

DATA SHEET OF SERVICE LIFT

		Existing old lifts	Proposed new lifts
1	Number of lifts	1 No.	1 No.
2	Type/ Make	Service Lift	Service Lift
3	Capacity	8 passenger (544 kgs)	10 passenger (680 kgs)
4	Speed	1.50 MPS	1.75 MPS
5	Travel	37 M Approx (B, G + 10)	37 M Approx (B, G + 10)
6	Stops & openings	Lift serve 12 stops /12 openings. All openings are on the same side	Lift serve 12 stops 12 openings. All openings are on the same side
7	Drive	Geared with AC motor	PMSM Gearless drive having closed loop
8	Control	Microprocessor based ACVVVF Control with Simplex collective operation	Microprocessor based Simplex full collective control with & without attendant.
9	Lift machine room	Directly above the shaft	Directly above the shaft
10	Power supply	AC 400 V +/- 10%, 50 Hz +/- 3%	AC 415 V +/-10%, 50 Hz +/- 3%
11	Car & landing Door operation	Automatic	Automatic VF or DC Door operating with closed loop
12	Car door	Centre Opening	Telescopic in Stainless Steel Honeycomb finish having clear opening of 900 mm x 2000 mm
13	Landing Door	Centre Opening	Telescopic in Stainless Steel Honeycomb Finish on all floors with 2 hours fire rating having clear opening of 900 mm x 2000 mm
14	Car		Provide new Car having combination of Stainless Steel Honeycomb Finish, along with 4 nos. LED light fixtures with diffuser & approved make heavy duty ceiling mounted 2 nos. cabin fans / blowers with adequate ventilation and lighting. Flooring with 5 mm thick aluminium chequered plate flooring
15	Car Size	1300 mm wide x 1100 mm deep x 2200 mm height	1300 mm wide x 1350 mm deep x 2400 mm clear height
Operating Indications			

16	On all landing & ground floor lobby	Luminous buttons combined with 7 segment Digital Indicators and hall lanterns on all floors	1. One riser Simplex type Luminous Hall Buttons combined with LCD type floor indicators to stop lift in both directions on each operating floor except on terminal landings (one direction button)
17	In Car		Car operating Panel (1 no) equipped with the following: 1. Auto / Manual selector key switch 2. Fan switch (in addition to fan auto control) 3. UP & Down buttons with braille markings for attendant operation 4. Luminous floor selector buttons with braille markings. 5. Overload warning device with annunciation (lift should not take a start under overload condition) 6. Alarm button in COP 7. 5.6 “ LCD car position and direction indicator in COP 8. Emergency LED light with SMF battery back up 9) 3 way Intercom system with common instrument at security desk including laying of cable Notes: a) Faceplates of operating fixtures in Stainless steel finish. b) Provision for separate cables only for CCTV (camera and other accs. by bank). Bidder to assist in fixing camera during installation
18	Hoist way available	1950 mm wide x 1950 mm deep	1950 mm wide x 1950 mm deep
19	Pit depth	1600 mm	1600 mm
20	Announcement system	NA	Floor announcement in English, language with music of bank's choice.
21	Overhead	4850 mm	4850 mm
22	Safety Gear:	Governor Actuated	Provide New safety gear
23	Guide Rails:	Machined Steel Tees	Provide New Car and Counterweight Guide Rails including guide shoes etc.
24	Buffers:	Spring type	Provide new Hydraulic Buffers as per manufacturer's standard

25	ARD	ARD	Automatic Rescue Device with announcement and capable of moving the lift to the nearest landing in case of 1 phase or 3 phase main power failure shall be provided.
----	-----	-----	---

Standard Features

- a) Advance Door Opening
- b) Automatic Car Return
- c) Home Landing
- d) Current Harmonic Filter
- e) DCB Faster response
- f) Failure Auto Diagnose
- g) Intercommunication unit
- h) Infra red door detector 150 beams
- i) Reverse Phase Relay
- j) Load Non Stop
- k) Nudging Door
- l) Overload Device (Car)
- m) Re-leveling
- n) Top of car Inspection
- o) Motor Thermic Device
- p) Anti-Nuisance Operation
- q) Automatic Return Device
- r) Attendant Operation / Independent operation
- s) BA interface
- t) Car Arrival Chime
- u) Car Call Cancellation
- v) Emergency Fireman Operation (Automatic Return to Lobby)

Intercommunication (ICU)

- Used to achieve the communication between car, machine room and security / control room.
- Hardware consists of a common instrument in machine room and security desk, and hands free 3 way speaker facility built in the Car operating panel in car.
- ICU consists of:
Intercommunication Unit (Car to Machine room), Master hardware provided is host interphone at machine room.
Intercommunication Unit (Car to Control Room), hardware provided is host interphone at control room.

Performance characteristics

11.02 Minimum guaranteed performance of the lifts:

- Car Speed: $\pm 3\%$ of contract speed under any loading condition.
- Car Brake Capacity: Should be capable of preventing the lift car from movement with 120 % of rated load, with the lift car at rest.
- Car Stopping Zone: ± 5 mm under any loading condition.

• **Car Ride Quality:**

1. Horizontal & Vertical vibration should be in conformity with industry/ manufacturer's standard and to be supported by relevant test certificates and shall be verified with required monitoring/testing instrument at site before handing over.
2. Acceleration and Deceleration: the controller should provide for smooth acceleration and deceleration without any perceivable jerks

11.04 **MACHINE ROOM EQUIPMENT**

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

Machine room flooring to be marking and painted with suitable colour

Traction Hoist Machine:

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

Provide hoist machine mounted digital, closed-loop velocity encoder.

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

Solid State Power Conversion and Regulation Unit:

Provide alternating current, variable voltage, variable frequency (ACVVVF), I.G.B.T. converter and inverter drives for ACVVVF Gearless machines as per manufacturer's standard. Regenerative drives if available will be preferred. Design unit to limit current, suppress noise, and prevent transient voltage feedback into building power supply. Provide internal heat sink cooling fans for the power drive portion of the converter panels. Conform to IEE standards for line harmonics and switching noise.

Isolate unit to minimise noise and vibration transmission

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

Controller:

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

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

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

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

Machine and Equipment Support Beams:

Provide new structural steel beams required for direct support of / and attachment to building structure of hoist machine, deflector sheaves, overhead sheaves, governor, and

hoist rope 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.

Governor: Provide new over speed governor. Tripping of the safety gear shall be adjusted to 120 percent of the rated speed.

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

Sound Isolation:

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

11.05 LIFT WELL EQUIPMENT

Guide Rails: Provide new, machined steel T-sections for car and hollow metal for counterweight of suitable size and weight for the application as per standard manufacturer's specifications, including brackets for attachment to building structure.

Buffers, Car and Counterweight: Provide new Oil type with blocking and support channels.

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

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

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

Hoist Ropes / Belts and Governor Ropes: Provide New

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

Terminal Stopping: Provide normal and final devices.

Electrical Wiring and Wiring Connections:

Conductors and Connections: Copper throughout with individual wires coded and connections on identified studs or terminal blocks. All wiring shall be run in 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 in addition to those required to connect

specified items. Tag spares in machine room.

Travelling Cables: Flame and moisture-resistant outer cover. Prevent travelling cable from rubbing or chafing against lift well or equipment within lift well.

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

Entrance Equipment: Provide the following new equipment:

- Door Hangers.
 - Door Tracks
 - Door Interlocks.
 - Door Closers.
- Facia plates wherever necessary should be full length (i.e from upper sill to top of header) unless bidder is providing car door lock

11.06 LIFT WELL ENTRANCES

Architraves: Retain existing centre line

Landing doors: Provide as specified

Sills: Provide new sills manufactured of extruded aluminium.

11.07 CAR EQUIPMENT

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

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

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

Guide Shoes: Provide new sliding shoes.

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

Car Doors: Provide as specified

Car Operating Panel :

Two (2) new car operating panels per car (Main & Auxillary) for 2 nos. passenger elevators (Lifts A / B) with mirror stainless steel faceplate.

One Lift C shall have an additional Car Operating Panel located on the side panel at a suitable height for wheelchair users. The car operating panel shall be horizontally fixed on one side panel. This is also be the auxillary COP of Lift C

Suitably identify and locate floor buttons, alarm button, in accordance with statutory requirements. Height of COP should be such that the lower buttons should be easily accessible

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

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

Communication System:

Provide a two-way communication hands free unit in car with automatic dialling, actuated by pressing the alarm bell button.

CAR ENCLOSURE

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

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

Front Return Panels and Integral Entrance Columns, Transom and Interior Wall Finish: combination of stainless steel Mirror / etched / honeycomb / linen or equivalent finish, as approved by the Employer

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

Ventilation: Minimum of 4 nos. Blowers for 23 passenger lift and 2 Nos for 10 passenger lift of adequate CFM, mounted to car canopy on isolated rubber grommets.

Lighting: Recessed type 6 LED fixtures in 23 passenger lift & 4 LED fixtures in 10 passenger lift of reputed make without drivers.

Suspended Ceiling: Hairline Finish stainless steel

LANDING CONTROL STATIONS

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

SIGNALS

Position Indicators: Provide LCD type floor position indicators at each entrance as per manufacturer's standard specifications, as approved by the Bank.

Hall Lanterns: Provide vertical audio – visual hall lanterns on all floors.

Car Position Indicator: Provide inside car 5.6 "LCD screen containing date, time, floor designations / directory and direction arrows to indicate floor served and direction of car travel. When a car leaves or passes a floor, illuminate indication-representing position of car in lift well.

Faceplate Material and Finish: Stainless steel in matt / mirror finish on all floors.

Building Management System

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

11.08 EXECUTION

At the time of execution successful tenderer has to dismantle only 1 lift. Other lifts 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 Bank for carrying out major civil work if any. Any damages to

scaffolding during this period will be attended by the Bank. Major civil repair work like any modification required in the existing foundation will be done by the Bank. Allied civil work like 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.

11.09 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.

11.10 ADJUSTMENTS

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

The lift shall be protected as follows.

- (a) Electrically against overload
- (b) By safety gear on car so that in the event of rope breaking or loosening, the car will be brought to rest immediately.
- (c) By car and landing door locks so that in the event of any door kept opened, the lift will not start.
- (d) By speed governor operating on the control circuit and applying the brakes in case of over-speeding of car in any direction.
- (e) By means of over travel limit switches in both downward and upward direction.
- (f) By means of a phase reversal relay.
- (g) By means of a single phasing relay.
- (h) By a device that ensures that the brakes apply as soon as a single phasing occurs or when the drive fails to start for whatever reason.
- (i) By means of suitable type and capacity buffers in the lift pit.
- (j) The car and landing door shall not open when the lift car is not within the levelling zone.
- (k) Any other safety device as per the statutory requirements.

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

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

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

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

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

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

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

- (e) Insulation resistance and earthing continuity testing.
- (f) Voice annunciation system
- (g) Emergency alarm and Three 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

13. Test Certificates

Test Certificates for Machine, Motor, Oil 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.

SAFETY GUIDELINES FOR THE CONTRACTOR:

The Contractor should strictly adhere to the following General safety Guidelines while executing the work:

1. Smoking is strictly prohibited at workplace.
2. No one is allowed to work at or more than three meters height without wearing safety belt and anchoring the lanyard of safety belt to firm support preferably at shoulder level. Chinstrap of safety helmet shall be always on and safety boot is worn.
3. Usage of eye protection equipment shall be ensured when workmen are engaged for grinding, chipping, welding and gas-cutting. For other jobs eye protection has to be provided as per the need.
4. All safety appliances like Safety shoes, Safety gloves, Safety helmet, Safety belt, Safety goggles etc. shall be arranged before starting the job.
5. Excavated pits for earthing, cable laying shall be barricaded till the backfilling is done. Safe approach to be ensured into every excavation.
6. Preferably the work shall be carried out during the daytime. However, adequate illumination at workplace shall be ensured in case any work is carried out at night.
7. Suitable and strong scaffolds should be provided for workmen for all works that cannot safely be done from the ground.
8. All the dangerous moving parts of the portable / fixed machinery being used shall be adequately guarded.
9. Ladders being used at site shall be adequately secured at bottom and top. Ladders shall not be used as work platforms.
10. Debris, scrap and other materials to be cleared from time to time from the workplace and at the time of closing of work everyday. Dismantled Material shall not be thrown from the height and shall be properly disposed off to prevent any injury to public/staff.
11. Other than electricians no one is allowed to carry out electrical connections, repairs on electrical equipment or other jobs related thereto.
12. All electrical connections shall be made using 3 or 5 core cables, having a earth wire.
13. Inserting of bare wires for tapping the power from electrical sockets is completely prohibited and plug tops of suitable capacity only shall be used.
14. All the unsafe conditions, unsafe acts identified by contractors, reported by SBI to be corrected on priority basis.

15. No children or physically challenged persons shall be allowed to enter the workplace and shall not be utilized for any service during execution of the work.
16. All the Gas cutting, sharp tools, flammable materials and tackles shall be stored properly and safely when not in use.
17. Clamps shall be used on Return cables to ensure proper earthing for welding works.
18. Return cables shall be used for earthing.
19. All the pressure gauges used in gas cutting apparatus shall be in good working condition and in case of any leakages, the same shall not be used.
20. Proper eye washing facilities shall be made in areas where chemicals are handled.
21. Connectors and hose clamps are used for making welding hose connections.
22. Tapping of power by cutting electric cables in between must be avoided.
23. Proper junction boxes must be used.
24. First aid appliances including adequate supply of sterilized dressing and cotton wool shall be kept in a readily accessible place.
25. An injured person shall be taken to a public hospital without loss of time, in cases where the injury necessitates hospitalization.
26. No portable single ladder shall be over 8 meters in length. The width between the side rails shall not be less than 30 cm. (clear) and the distance between two adjacent rungs shall not be more than 30 cm. When a ladder is used an extra mazdoor shall be engaged for holding ladder.
27. The excavated material shall not be placed within 1.5 meters of the edge of the trench or half of the depth of trench whichever is more. All trenches and excavations shall be provided with necessary fencing and lighting.
28. Every opening in the floor of a building or in a working platform is 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.
29. No floor, roof or other part of the structure shall be so overloaded with debris or materials as to render it unsafe.
30. 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.
31. No paint containing lead or lead products shall be used except in the form of paste or readymade paint. Suitable masks should be supplied for use by the workers when paint is applied in the form of spray or surface having lead paint is dry scrubbed
32. Hoisting machines and tackle used in the works, including their attachments, anchorage and supports shall be in perfect condition.
33. 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
34. Those engaged in welding works shall be provided with welder's protective eye-shields and gloves.

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.

READ, UNDERSTOOD AND ACCEPTED

Bidders to submit the following compliance form as a confirmation of their acceptance of tender conditions (in company letter head)

Sr. No.	Description	Bank's Terms	Acceptance of Bank's terms (Y/N)
1	Validity	180 days from the date of opening of price bid	
2	EMD	Rs.1,86,000 in the form of D D or BG	
3	Terms of payment	As per clause 20, of General Conditions of contract	
	Terms of payment for AMC	Quarterly payment after satisfactory completion of service.	
4	Technical specifications	As per the Technical specifications given for the passenger lifts, VIP and service lifts	
5	Warranty Period	12 months from the date of handing over of the last lift of the contract including & quality workmanship.	
6	Terms, Conditions and payment during AMC	Confirm that the terms, conditions and payment for the AMC and conditions for renewal of AMC as per the tender provision are acceptable.	
7	Service after sales	Free of cost during the warranty period including replacement of any material / assembly /equipment / software if found necessary.	
8	Committed period for lift maintenance	At least 19 years after one year defect liability period	
9	Completion period	56 weeks reckoned after 15 days from the day of letter of award of work as per detailed completion programme given in the tender	
10	Liquidated damages	0.5 % of Contract amount for incomplete lifts per week of delay per lift subject to a maximum of 5 % of the contract value of the incomplete/ delayed lift as per the specified milestones referred to in the Special conditions of contract.	
11	Penalty for delay in providing service	As per penalty clause for maintaining required uptime during the warranty and AMC period	
12	Service facility	Shall be available at Chennai and approachable on telephone, mobile.	
13	Annual maintenance charges	Agreeable for maintain the quoted rates for CAMC for 10 years in the price bid	

No price should be mentioned in the above. **Only mention Yes or NO in the above column.**

Place

Date

Signature & Seal of Contractor

Name & Designation :

Proforma of undertaking for maintenance confirmation by the tenderer on Company's

Letterhead

Date : -----

The Assistant General Manager, (Premises)
State Bank of India
Local Head Office
16, College Road,
Nunganbakkam
Chennai - 600006.

Dear Sir,

DESIGN, SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF 5 NOS. LIFTS AT STATE BANK OF INDIA, LOCAL HEAD OFFICE, # 16, COLLEGE ROAD, NUNGAMBAKKAM, CHENNAI – 600006

We hereby undertake to maintain the lifts installed by us in your **Local Head Office, Nungambakkam, Chennai - 600006.**, satisfactorily, for a period of not less than 19 years after expiry of the defect liability/warranty period at the rate quoted by us towards all-inclusive maintenance contract, subject only to the price revision clause specified in the tender.

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

Yours faithfully,

For _____

Authorised signatory

DECLARATION CUM UNDERTAKING

(printout to be taken in company's letterhead, signed, sealed, scanned and uploaded in the e-tender portal at <https://etender.sbi>.)

The Assistant General Manager,
State Bank of India,
Premises & Estate Department,
4th Floor, Local head office, Chennai 600 006

Dear Sir/s,

DESIGN, SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF 5 NOS. LIFTS AT STATE BANK OF INDIA, LOCAL HEAD OFFICE, # 16, COLLEGE ROAD, NUNGAMBAKKAM, CHENNAI – 600006

I/We have examined the above tender, General and Special Conditions of Contract, Specifications, Schedule of Quantities, Makes of materials and subsequent pre-bid clarifications/ modifications / revisions, if any, furnished by M/s SBI and I/We have inspected the site of works and have made me / us fully acquainted with the local conditions in and around the sites of works and offer to undertake Contract as detailed in this tender by submitting my/our online bid in the Bank's e-tender portal.

While submitting this Bid,

1. I / We, the undersigned, hereby agree to execute, complete, and maintain the proposed work in strict accordance with the Contract documents as per approved plan, specification, terms & Conditions of the tender at the item rates quoted by us in the Tender, in the event of the Tender is being accepted.
2. I / We undertake to commence the work within the time mentioned in the tender and complete and deliver the total work within the time frame as stipulated in the tender. If the work is not completed within the stipulated time, we are fully aware that the LD as per terms & conditions will be levied.
3. I / We are agreeable for a total Retention Money as stipulated to the total Contract value and the same will be deducted at each running bill. We also know that no interest shall be payable on the amount retained by the Bank as security Deposit.
4. We shall absolve SBI and consultant from any loss, damage, action etc. The rate quoted by us shall be inclusive of all such expenses.
5. I / We shall furnish the detailed Bar Chart/ PERT chart after receiving the work order indicating our schedule programme for the all the major activities of entire works.
6. I / We shall strictly adhere to following the labour laws in force from time to time by Central / state Government and other authority etc.
7. I / We do hereby solemnly declare that our Firm/ Company/ joint Venture/ Consortium is not under liquidation and the said entity is not under court receivership

of any similar proceedings under court of any competent jurisdiction at the time of bidding.

8. I/We accept all the terms and conditions of tender documents. We will abide by the technical specification mentioned in the tender. We hereby undertake to use only specified materials / make as per tender. In case of successful bidder, we undertake to submit the hard copies of the technical bid and price bid duly sealed and signed on all pages within 72 hours from the opening of price bid.

9. In the event of this Tender being accepted I/We undertake to enter into and execute at our cost, when called upon by the Bank to do so, a contract in the prescribed form and we shall be jointly and severally responsible for the due performance of the contract. In default thereof, I/We do hereby bind my-self/ourselves to forfeit the aforesaid initial security deposit. Until a formal contract is prepared and executed, this Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

10. I/We agree not to employ Sub-contractors other than those that may be specifically approved by you/ your consultant for this contract work. If brought knowledge of such activities, bank shall apply appointment clause to remove to contractor from panel.

11. I/We agree to and to get the work, workers, employees (of contractor, consultant & SBI) engaged on the work at site and all materials at site for execution of the work shall be insured comprehensive insurance including fire/accidents/ rain/ floods/riots/CAR policy (contractor's all risk insurance policy) and the insurance shall cover the period from date of start of work to date of actual completion of work plus 3 months. In case part work is taken over by the SBI before final completion of the whole work, such parts may not be covered by the insurance from the date of taking over that part of work by the SBI. Draft Insurance deed will be got vetted by the consultant, before obtaining the same. All the rates quoted by me/ us are inclusive of the same in full and nothing extra shall be claimed at any time on account of any of these.

12. I/We agree to pay Income tax, to be deducted at source, at the rate prevailing from time to time on the Gross value of the work done, and the rates quoted by me/we are inclusive of same.

13. I/We further confirm that the undersigned is authorized to sign on behalf of the Bidder and the necessary support document delegating this authority is uploaded along with the bid.

14. I/We certify that we have not made any changes in the contents of the tender document read with its amendments/clarifications provided by M/s SBI, submitted by us, in our Bid document.

15. I/We confirm that the rate quoted in the *price Bids are as per the tender* and subsequent pre-Bid clarifications/ modifications/ revisions furnished by the Bank, without any exception.

16. It is further certified that the contents of our Bid are factually correct. We also accept that in the event of any information / data / particulars proving to be incorrect, M/s SBI will have the right to disqualify us from the Bid.

17. I/We understand that you are not bound to accept the lowest or any Bid you may receive, and you may reject all or any Bid without assigning any reason or giving any explanation whatsoever.

18. I/We hereby undertake that our name does not appear in any “**Caution**” list of RBI / IBA or any other regulatory body.

19. I/We also confirm that we have not been **blacklisted** by any Bank / PSU / State or Central Govt departments for any reasons.

20. I/We confirm that we do not have any **litigation / cases** pending against us in any Bank / PSU / State or Central Govt departments.

21. I/We confirm that we are responsible to obtain all necessary licenses, permission, NOC from all the statutory / local authorities for the smooth execution of this contract in SBI premises.

22. I/We hereby confirm that all the components/spare parts/equipment etc. to be supplied /used as a part of this contract shall be original new components / parts / equipment only, from respective OEMs of the products and that no refurbished / duplicate / secondhand components /parts/ equipment shall be supplied or shall be used

23. I/We confirm that it is my/ our responsibility to obtain the written instruction of the Engineer-in-charge or the Consultant for any type of deviation (to any of above or subsequent instructions), failing which it shall be deemed that I have carried out any such deviations at my own and I shall be duty bound to replace the all deviated material/ works from the site at my/ our cost as well as I shall be liable to penalized by SBI as deemed fit and for all such loses made thereof, I/ we shall not have any right to arbitrate in any manner.

Yours Faithfully,

**Contractor's
Signature**_____

Name:

Address:

**Signature
of Witness:**

1.

2.

3.

AGREEMENT TO BE SIGNED BETWEEN BANK AND CONTRACTOR

(This format is given for the information to the Bidders and not to be submitted in the tender)The successful bidder will be advised to submit the agreement

ARTICLES OF AGREEMENT

This agreement made theday of between AGM/ DGM (),State Bank of India, -----(hereinafter called the Bank or SBI) which expression shall include the successors and assigns) of the one part and M/s. company / partnership for registered under the Indian Companies Act/ Partnership Act having its registered office..... (hereinafter called 'the Contractors' which expression shall include the present directors / partners and also the directors / partners from time to time as also their respective heirs, legal representatives, administrators and assigns) of the other part.

WHEREAS the employer is desirous of execution of _____(**Name of work**)_____ and has caused drawings and specifications describing the works to be done prepared by Project **Architects M/s** _____ having their offices at _____ (hereinafter called "the Architect")

AND WHEREAS THE SAID Drawings numbered as mentioned in the tender documents hereinafter mentioned and to be issued from time to time, the specifications and the Schedule of items and quantities have been signed by or on behalf of the parties hereto.

AND whereas the contractors have agreed to execute upon and subject to the condition set forth herein and Schedule of items and quantities, General & special Conditions of Contract, specification etc. contained in the tendered documents including all correspondences exchanged by or between the parties from the submission of tender till the award of work, both letters inclusive, (all of which are collectively hereinafter referred to as "the said conditions"). The works shown upon the said drawing and /or described in the said specification and included in the schedule of Items and Quantities at the respective rates therein set forth amounting to the sum of **Rs** _____ (Rupees _____ in words _____) as there in arrived at or such other sum as shall become payable there under (hereinafter referred to as " the said Contract Amount".

NOW IT IS HEREBY AGREED AS FOLLOWS:

1. In consideration of the said Contract amount to be paid at the times and the manner set forth in the said Conditions, the Contractors 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 schedule of items and quantities.
2. The employer shall pay the Contractors the amount or such other sum as shall become payable, at the times and in the manner specified in the said conditions.
3. The term "the Architect" in the said condition shall mean the said "M/s _____" or in the event of their ceasing to be the Architect for the purpose of this contract for whatever reason, such other person or persons as shall be nominated for that purpose by the Employer, not being a person to whom the Contractor shall object for reasons considered to be sufficient by the Employer provided always that no person or persons subsequently appointed to be Architect under this contract shall be entitled to disregard or over rule any previous decisions or approval or direction given or expressed in writing by the architect for the time being.

4. 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.

5. The plans, agreement and documents mentioned herein shall form the basis of this contract.

6. This contract is neither a fixed Lump sum contract nor a piece work contract but is a contract to carry out the work in respect of the entire project on item rate basis to be paid for according to actual measured quantities at the rates contained in the schedule of quantities and rates or as provided in the said conditions.

7. The Bank / Employer reserves to itself the rights of altering the specifications and nature of work by adding to or omitting any item of work or having portions of the same carried out without prejudice to the contract.

8. Time shall be considered as the essence of this contract and the contractor here by agrees to commence the work soon after the site is handed over to him or from the 14th day after date of issue of formal work order as provided for in the said conditions of contractor whichever is later and to complete the entire work within ____ (period of contract) months subject never the less to the provisions for extension of time.

9. All payments by the Employer under this contract will be made only at _____.

10. Any dispute arising under this Agreement shall be referred to arbitration in accordance with the stipulations laid down in the tender.

11. That all the parts of this contract have been read by the contractor and fully understood by the contractor. They further agree to complete the said work to fullest satisfaction of architect / Employer.

12. IN WITNESS WHEREOF the Employer and the contractors have set their respective hands to these present through their duly authorized official and the said two duplicates hereof to be executed on its behalf of the day and year first herein above written.

Signed on behalf of the
STATE BANK OF INDIA

Signed on behalf of the
CONTRACTORS

In the presence of :

1. Signature :

Name :

Address :

In the presence of :

1. Signature :

Name :

Address :

In the presence of :

2. Signature :

Name :

Address :

In the presence of :

2. Signature :

Name :

Address :

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 Assistant General Manager, Premises,
State Bank of India
Local Head Office,
Nungambakkam,
Chennai - 600006.

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 5 Nos of passenger lifts for Local Head Office, Nungambakkam, Chennai – 600006, 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 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 Bank)

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

Branch Manager
(Bank's Address)