



**TENDER ID: EST/LIFT/23-24/01**



**STATE BANK OF INDIA**

ESTATE DEPARTMENT, 9<sup>TH</sup> FLOOR, STATE BANK BHAVAN,  
NARIMAN POINT, MUMBAI-21.

**PART – A: TECHNICAL BID**

**TENDER FOR PROPOSED DESIGN, SUPPLY, INSTALLATION, TESTING AND  
COMMISSIONING OF 2 NOS LIFTS AT MADHUBAN APARTMENT, GEN. J. BHOSLE  
MARG, NARIMAN POINT, MUMBAI.**

**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](mailto:SUNILTILAK20@GMAIL.COM)

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### **NOTICE INVITING TENDERS**

State Bank of India (herein after referred to as 'SBI / the Bank'), having its Corporate Centre at Nariman Point, Mumbai invites item rate e-tenders from the vendors / Original Equipment Manufacturers (OEMs) who received tender notice from the Project Consultant for Proposed Design, Supply, Installation, Testing and Commissioning of 2 nos Lifts. at Madhuban, Gen. J. Bhosle Marg, Nariman Point, Mumbai.

2. 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:

SN	Particulars	Details
1	Tender ID	EST/LIFT/23-24/01
2	Name of work	Tender for Proposed Design, Supply, Installation, Testing and Commissioning of 2 nos. Lifts at Madhuban, G. J. Bhonsale Marg, Nariman Point, Mumbai- 400021
3	Nature of Work	Design, Supply, Installation, Testing and Commissioning of 2 nos. Lifts
4	Time allowed for completion	180 Days (6 months)
5	Earnest Money Deposit	<b>₹ 50,000.00 (Rupees Fifty Thousand Only)</b> in the form of Demand Draft / Banker Cheque issued by any Scheduled Commercial Bank drawn in favor of " <b>State Bank of India</b> " payable at Mumbai. <i>Concession as per MSMED Act will be extended to eligible bidders.</i>
6	Initial Security Deposit (ISD)	10% of contract amount in the form of Bank Guarantee
7	Date of availability of tender documents on Bank's website / e-tender portal	From 20/07/2023 to 10/08/2023 up to 03:00 PM on Bank's Website: <a href="https://bank.sbi/web/sbi-in-the-news/procurement-news">https://bank.sbi/web/sbi-in-the-news/procurement-news</a> and e-Tender Portal : <a href="https://etender.sbi/SBI/">https://etender.sbi/SBI/</a>
8	Site Visit cum Pre-Bid Meeting	At 03:00 PM on 27 /07/2023 Venue: Madhuban at Gen. J. Bhosle Marg, Nariman Point, Mumbai.
9	Last date & time for submission of EMD (in original)	10/08/2023 by 02:00 PM at address as mentioned in point no.: 14 of the NIT.
10	Last date & time for submission of Technical Bid and Price Bid	10/08/2023 by 03:00 PM To be submitted online on e-tender portal – <a href="https://etender.sbi/SBI/">https://etender.sbi/SBI/</a>

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SN	Particulars	Details
11	Date and Time of Opening of Technical Bid	On 10/08/2023 at 03:30 PM on e-tender portal – <a href="https://etender.sbi/SBI/">https://etender.sbi/SBI/</a> .
12	Date and Time of Opening of Price Bid	On 10/08/2023 after opening of Technical Bid. The price bid of only those bidders will be opened who got shortlisted in the Technical bid.
13	Contact Person of e-tender service provider for any clarifications regarding e-Tendering procedure, system requirements, digital signature etc.	i. Geeta Gautam – 079-68136814, 7990334460 <a href="mailto:geeta@auctiontiger.net">geeta@auctiontiger.net</a> ii. Sujith - 7940270579, <a href="mailto:sujith@eptl.in">sujith@eptl.in</a> iii. Pooja Shah – 9328931942, <a href="mailto:pooja.shah@eptl.in">pooja.shah@eptl.in</a> iv. Khushboo Mehta – 9510813528, 9081000427, <a href="mailto:Khushboo.mehta@eptl.in">Khushboo.mehta@eptl.in</a> v. <b>Other Contact details:</b> +91 9904406300   +91 9510812960   +91 9265562821   +91 6354919566 e-mail: <a href="mailto:etender.support@sbi.co.in">etender.support@sbi.co.in</a>
14	Address for Communication	Deputy General Manager (Estate), State Bank of India, Estate Department, Corporate Centre, State Bank Bhavan, Madame Cama Road, Nariman Point, Mumbai – 400021. <a href="mailto:dgm.estate@sbi.co.in">dgm.estate@sbi.co.in</a>   022-02240925
15	Defects Liability period	1-year from the date of virtual completion (excluding damages due to natural calamities).
16	Liquidated Damages	0.50% per week subject to max. 5% of contract amount of incomplete Lift, for delay in completion of work
17	Validity of offer	90 days from the submission of Tender
18	Value of Interim Certificate	₹ 20 Lakhs.

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.

8. 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.

Yours faithfully,

For  
M/s. OM CONSULTANTS  
Mr. Sunil Tilak

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**LETTER OF UNDERTAKING**

Dy. General Manager (Estate),  
State Bank of India,  
Estate Department, 9<sup>th</sup> Floor,  
State Bank Bhavan,  
Nariman Point, Mumbai - 21.

Dear Sir,

Having examined the specification, design and schedule of quantities relating to the works specified in the memorandum hereinafter set out and having visited and examined the site of the works specified in the said memorandum and having acquired the requisite information relating thereto as affecting the tender, I/We hereby offer to execute the works specified in the said memorandum at the rates mentioned in the attached Schedule of Quantities and in accordance in all respects with the specifications, design, drawings and instructions in writing referred to in conditions of tender, the Articles of Agreement, Special Conditions, Schedule of Quantities and Conditions of Contract and with such materials as are provided for by, and in all other respects in accordance with such conditions so far as they may be applicable.

**MEMORANDUM**

(a)	Description of work	Tender for Proposed Design, Supply, Installation, Testing and Commissioning of 2 nos. Lifts at Madhuban, G. J. Bhosle Marg, Nariman Point, Mumbai- 400021
(b)	Earnest Money	₹ 50,000.00 (Rupees Fifty Thousand Only) by means of Demand Draft / Pay Order (Valid for a period of 90 Days from the last date of submission of the tender) from any scheduled Nationalized Bank drawn in favour of State Bank of India and payable in Mumbai.
(c)	Time allowed for completion of the Works from fifteen day after the date of written Order or date of handing over of the site (Whichever is later) to commence the work	180 Days, (6) months

- 1) Should this tender be accepted, I/we hereby agree to abide by and fulfill the terms and provisions of the said conditions of contract annexed hereto so far as may be applicable or in default thereof to forfeit and pay to SBI, the amount mentioned in the said contract.
- 2) I / We have deposited a sum of ₹ 50,000.00 (Rupees Fifty Thousand Only) of the total tender amount as Earnest Money with the State Bank of India on behalf of SBI which amount is not to bear any interest. Should I / We fail to execute the Contract when called upon to do so I / We do hereby agree that this sum shall be forfeited by me/us to State Bank of India on behalf of SBI,

Further, under any circumstances, whatsoever, if I/We fail to comply the same including compliance of any such other conditions of tender within the stipulated time. I /We hereby, authorized State Bank of India to cancel my/our tender, to forfeit my

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EMD/ISD and to take further necessary action as deemed fit including debarring our firm from participating in State Bank of India future tenders/de-paneling etc.

- 3) I/ We understand that as per terms of this tender, the State Bank of India may consider accepting our tender in part or whole or may entrust the various work proposed in phases. We, therefore, undertake that we shall not raise any claim/compensation in the eventuality of Bank deciding to drop any of the work from the scope of work of this tender at any stage during the contract period. Further, we also undertake to execute the work entrusted to us in phases on our approved rates and within stipulated time limit without any extra claim for price escalation as also provided for in the clause 11.1.6 "Instructions to Tenderers" of this tender.
- 4) I/ We, hereby, also undertake that, we will not raise any claim for any escalation in the prices of any of the material during the currency of contract/execution/completion period including authorized extended contract period, if any.
- 5) Our Bankers are:
  - i)
  - ii)

The names of partners of our firm are:

- i)
- ii)

Name of the partner of the firm  
Authorised to sign

Or

(Name of person having Power of  
Attorney to sign the Contract.  
(Certified true copy of the Power  
of Attorney should be attached)

Yours faithfully,

Signature of Contractors.

Signature and addresses of Witnesses

- i)
- ii)

## **INSTRUCTIONS TO THE TENDERERS**

### **1.0 Scope of Work**

The scope of work is Design, Supply, Installation, Testing and Commissioning of 2 nos. Lifts.

### **1.1 Site and Its Location**

The proposed work is to be carried out at Madhuban on Gen. J. Bhosle Marg, Nariman Point, Mumbai.

### **2.0 Tender Documents**

2.1 The work has to be carried out strictly according to the conditions stipulated in the tender consisting of the following documents and the most workmen like manner.

Instructions to Tenderers

General Conditions of Contract

Special Conditions of Contract

Technical Specifications

Drawings

Priced Bid

2.2 The above documents shall be taken as complementary and mutually explanatory of one another but in case of ambiguities or discrepancies, shall take precedence in the order given below:

a) Price Bid

b) Technical specifications

c) Drawings

d) Special conditions of contract

f) General conditions of contract

g) Instructions to Tenderers

2.3 The tender documents are not transferable.

### **3.0 Site Visit**

3.1 The tenderer must obtain himself on his own responsibility and his own expenses all information and data that may be required for the purpose of filling this tender document and enter into a contract for the satisfactory performance of the work. The tenderer is requested satisfy himself regarding the availability of water, power, transport and communication facilities, the character quality and quantity of the materials, 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.

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#### 4.0 **Earnest Money**

- 4.1 The tenderers are requested to submit the Earnest Money of ₹ 50,000.00 (Rupees Fifty Thousand Only) by means of Demand Draft / Pay Order (Valid for a period of 90 Days from the last date of submission of the tender) from any scheduled Nationalized Bank drawn in favour of State Bank of India and payable in Mumbai.
- 4.2 EMD in any other form other than as specified above will not be accepted. Tender not accompanied by the EMD in accordance with clause 4.1 above shall be rejected.
- 4.3 No interest will be paid on the EMD.
- 4.4 EMD of unsuccessful tenderer will be refunded within 30 days of award of Contract.
- 4.5 EMD of successful tenderer will be retained as a part of security deposit.

#### 5.0 **Initial Security Deposit**

On award of contract, the successful tenderer shall furnish an amount equal to 10% (ten percent) of the contract value in the form of a Bank Guarantee from any scheduled Bank in the form prescribed by the Bank as per Bank's proforma towards security deposit ( see Annexure 4) for the due fulfilment of the contract. The DD towards earnest money deposit furnished at the time of submission of tender will be returned thereafter. This Bank Guarantee towards security deposit shall be kept valid ( renewed as necessary ) for the contract completion period up to the date of handing over of the lift installation and a further period of two years thereafter i.e. one year for defect liability period and first year of AMC .

#### 6.0 **Signing of contract Documents**

The successful tenderer shall be bound to implement the contract by signing an agreement and conditions of contract attached herewith within 15 days from the receipt of intimation of acceptance of the tender by the Bank. However, the written acceptance of the tenders by the Bank will constitute a binding agreement between the Bank and successful tenderer whether such formal agreement is subsequently entered into or not.

#### 7.0 **Completion Period**

Time is essence of the contract. The work should be completed in all respect accordance with the terms of contract within a period of 180 days (6 months) from the date of issuance of work order.

#### 8.0 **Validity of tender**

Tenders shall remain valid and open for acceptance for a period of 3(Three) months from the date of opening price bid. If the tenderer withdraws his/her offer during the value period or makes modifications in his/her original offer which are not acceptable to Bank without prejudice to any other right or remedy the Bank shall be at liberty forfeit the EMD.

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**9.0 Liquidated Damages**

The liquidated damages shall be 0.50% per week subject to a maximum of 5% of contract value of incomplete Lift.

**11.0 Rate and prices:**

**11.1 In case of item rate tender**

11.1.1 The tenderers shall quote their rates for individual items.

11.1.2 The rate quoted shall be quoted in Indian Currency (₹) only and shall be firm and include all costs, allowances etc. except GST, which shall be payable / reimbursed at actuals.

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## **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 there in including these conditions, the specifications, designs, drawings and instructions issued from time to time by the Consultant/ Bank 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.

1.1.1 ‘SBI’ shall mean State Bank of India (client) a body Corporate created under State Bank of India Act 1955, having its Corporate Centre at State Bank Bhavan, Madame Cama Road, Mumbai 400 021 and includes the client’s representatives, successors and assigns.

1.1.2 ‘Consultants’ shall mean M/s. Om Consultants having its office at Shop No-37, Ganjawala Apts, S.V Road, Borivali (W), Mumbai, 400092.

1.1.3 ‘Site Engineer’ shall mean an Engineer appointed by the Bank as their representative to give instructions to the contractors.

1.1.4 ‘The Contractor’ shall mean the individual or firm or company whether incorporate not, undertaking the works and shall include legal personal representative of individual or the composing the firm or company and the permitted assignees of individual or firms of company.

The expression ‘works’ or ‘work’ shall mean the permanent or temporary work description in the “Scope of work” and / or to be executed in accordance with the contract includes materials, apparatus, equipment, temporary supports, fittings and things of kinds to be provided, the obligations of the contractor hereunder and work to be done by the contractor under the contract.

1.1.5. ‘Engineer’ shall mean the representative of the Consultant.

1.1.6. ‘Drawings’ shall mean the drawings prepared by the Architects and issued by the Engineer and referred to in the specifications and any modifications of such drawings as may be issued by the Engineer from time to time ‘Contract value shall mean value of the entire work as stipulated in the letter of acceptance of tender subject such additions there to or deductions there from as may be made under the provide herein after contained.

1.1.7. ‘Specifications’ shall mean the specifications referred to in the tender and modifications thereof as may time to time be furnished or approved by the Architect/ Consultant.

1.1.8. “Month” means calendar month.

1.1.9. “Week” means seven consecutive days.

1.1.10. “Day” means a calendar day beginning and ending at 00 Hrs. and 24 Hrs. respectively.

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1.1.11. The following shall constitute the Joint Project Committee (herein under referred to as JPC) for assessing and reviewing the progress of the work on the project and to issue instructions or directions from time to time for being observed and followed by the Architects Site Engineer /PMC and other consultants / contractors engaged in the execution of the project.

- i) Dy. General Manager (Estate) of State Bank of India
- ii) State Bank of India Engineer (Civil and Electrical) in-charge of the Project, as may be nominated by the Dy. General Manager (Estate), State Bank of India
- iii) Concerned partner / proprietor of the Architects and their Resident Architect Member.

**Clause:**

1.0 **Total Security Deposit**

Total Security Deposit comprise of:

- Total Security deposit comprise of
- Earnest Money Deposit
- Initial security deposit
- Retention Money

a) **Earnest Money Deposit:**

The tenderer shall furnish EMD of ₹ 50,000.00 (Rupees Fifty Thousand Only) in the form of Demand draft or banker's cheque drawn in favour of State Bank of India, on any Scheduled Bank. No tender shall be considered unless the EMD is so deposited in the required form. No interest shall be paid on this EMD. The EMD of the unsuccessful tenderer shall be refunded soon after the decision to award the contract is taken without interest. The EMD shall stand absolutely forfeited if the tenderer revokes his tender at any time during the period when he is required to keep his tender open acceptance by the State Bank of India or after it is accepted by the State Bank of India the contractor fails to enter into a formal agreement or fails to pay the initial security deposit as stipulated or fails to commence the commence the work within the stipulated time.

b) **Initial Security Deposit (ISD):**

On award of contract, the successful tenderer shall furnish an amount equal to 10% (ten percent) of the contract value in the form of a Bank Guarantee from any scheduled Bank in the form prescribed by the Bank as per Bank's proforma towards security deposit ( see Annexure 4) for the due fulfilment of the contract. The DD towards earnest money deposit furnished at the time of submission of tender will be returned thereafter. This Bank Guarantee towards security deposit shall be kept valid ( renewed as necessary ) for the contract completion period up to the date of handing over of the lift installation and a further period of two years thereafter i.e. one year for defect liability period and first year of AMC

c) **Retention Money:**

Besides the ISD as deposited by the contractor in the above said manner, the Retention money shall be deducted from the running account bill at the rate of 10% of the gross value of work done by the contractor and claimed in each bill provided the total security deposit i.e. ISD plus EMD plus Retention Money shall both together not exceed 5% of the contract value. The 50% of the total security deposit

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shall be refunded to the contractor without any interest on issue of Virtual Completion certificate by the Architect / consultant. The balance 50% of the total security deposit shall be refunded to the contractors without interest within fifteen days after the end of defects liability period provided the contractor has satisfactorily attended to all defects, if any, in accordance with the conditions of contract including site clearance.

## 2.0 **Language:**

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

## 3.0 **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.
- iv) Between written description of the item in the specifications and descriptions in bills of quantities of the same item, the former shall be adopted.
- v) In case of difference between rates written in figures and words, the rate in words shall prevail.
- vi) Between the duplicate / subsequent copies of the tender, the original tender shall be taken as correct.

## 4.0 **Scope of Work:**

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 site at Mumbai including packing, handling, transporting, clearing, loading/unloading at ports in India and unloading at site in Mumbai.
- 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 19 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.

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- Obtaining all statutory permissions / PWD lift license. Necessary documents will be given by bank. However, any fees to obtain license will be borne by the vendor.
- 4.2 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:
- 4.3 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.
- 4.4 Tenderer shall supply all tools, plants, labour and consumables etc as required for installation, testing and commissioning of the lifts.
- 4.5 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.
- 5.0 i) **Letter of Acceptance:**  
Within the validity period of the tender the Bank shall issue a letter of acceptance either directly or through the Architect by registered post or otherwise depositing at the 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 the Bank and the contractor.
- ii) **Contract Agreement:**  
On receipt of intimation of the acceptance of tender from the Bank/ Architect, the successful tenderer shall be bound to implement the contract and within fifteen days there of shall sign an agreement in a non-judicial stamp paper of appropriate value.

#### **Drawings and Documents**

- 6.1 The successful tenderer shall submit, in duplicate, on receipt of acceptance of the tender, detailed working drawings and specifications showing the complete details of all work required. He will be held responsible for any discrepancies, errors 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 and returned to the tenderer within two weeks of receipt, duly approved or with observations.
- 7.0 **Packing and Despatch**
- 7.1 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 residential building, Mumbai.
- 8.0 **Lowest Tender Not Necessarily to Be Accepted**

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

9.0 **Right to Accept Part Tender**

- 9.1 The Bank reserves the right to accept the tender either in whole or in part at the same prices quoted by the tenderer.

**Import and Export Licence**

- 10.1 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.
- 10.2 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.

**11.0 Inspection of materials/work at site**

- 11.1 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.
- 11.2 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

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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 at Madhuban, G. J. Bhosale Marg, Nariman Point, Mumbai, India. The inspection will cover the following equipment.

- 1) Machine/motors.
- 2) Controllers with VF installed
- 3) Assembled cabin with panels approved by the bank.
- 4) Door operating system
- 5) Signal/indicator devices
- 6) Any other equipment.

11.3 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.

11.4 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.

11.5 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

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- 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.

11.6 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.

## 12.0 Completion Period

12.1 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 15<sup>th</sup> day after written order to commence the work is issued. The work throughout the stipulated period of the contract should proceed with all the due diligence and if the contractor fails to complete the work within the specified period, he shall be liable to pay liquidated damages as defined in "Appendix herein before referred to" of the contract. The tenderer shall, before commencing the work, prepare a detailed work programme which shall be approved by the Employer. The tenderer shall indicate the time schedule as per the broad items of work listed below.

12.2 The contractor shall submit a Bar Chart for completion of the work within the contractual completion period from the 15<sup>th</sup> day of letter of intent. Such chart shall include all activities like the date of supply of material at site, item wise completion of work etc., and obtain the approval of the Consultant/Bank.

Sr.No	Activity	Time in weeks	Quoted time in weeks ( by bidder )	
(a)	Submission of layout drawing for all elevators	3		Weeks after 15 <sup>th</sup> day of the date of work order
(b)	Approval of layout drawings by Bank	1		Weeks from above
<b>(c)</b>	<b>Delivery of materials at site</b>			
ii)	1 <sup>st</sup> passenger lift	12		From date of award of work order
iii)	2 <sup>nd</sup> passenger lift	12		

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<b>(d)</b>	<b>Installation, testing &amp; commissioning and handing over with operating license</b>			
ii)	1 <sup>st</sup> passenger lift	6		From date of receipt of material
iii)	2 <sup>nd</sup> passenger lift	12		From date of receipt of material
	Total Completion Period in weeks	<b>24</b>		

**Notes**

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

12.3 Bank will provide open space within the compound of the building. However the responsibility and safety of the materials stored will be with the contractor. No accommodation will be provided for any worker by the Bank. The partitions / enclosure for lockable storage to be erected by the vendor at his cost.

**13.0 Insurance**

13.1 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 or Erection All Risk Policy for 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.4 lakhs per accident.
- Fire risk policy.
- Transit Insurance for transportation from manufacturer's works to site ( by air/sea/road etc as applicable )

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**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.

**14.0 Warranty and All Inclusive Maintenance Contract**

14.1 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.**

**14.2 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, 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.

**14.3 Scope of works during AMC**

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

- (i) Routine servicing / troubleshooting / setting / adjustments / cleaning / lubrication / checking of safeties etc. to ensure smooth and trouble-free working of the lifts.
- (ii) Repairs/ replacement to the lifts including re-loading software etc. in the event of any breakdown including replacement of spares/ components/ sub-system/ cards/ motors/ ropes and any other component, part or whole, which may need replacement/ repairs.
- (iii) Import of spares and stocking them shall be responsibility of the tenderer. Non availability of spares/ components will not be accepted as

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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 under as per annexure 5.

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

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

### **15.0 Terms of Payment**

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

#### **First Stage Payment**

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

- i) Unconditional Order Acceptance.
- ii) Bank Guarantee towards Security Deposit (10 % of Contract Amount)
- iii) Manufacturer's Inspection and Test Certificates.
- iv) Delivery of material at site and 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.

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- 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

**Final Stage Payment**

20% 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.

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

**Other Issues**

16. 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.
17. The Contractor shall carry out all the work strictly in accordance with drawing, details and instructions of the Bank's consultant / officers. If in the opinion of the Bank's consultant / officers, nominal changes have to be made to suit the site condition and with the prior approval in writing of the Employer, they desire the Contractor to carry out the same, the Contractor shall carry out the same without any extra charge.
18. The tenderer must obtain for himself on his own responsibility and at his own expense, all the information which may be necessary for the purpose of making a tender and for entering into a contract and must examine the drawings, inspect the site of the work, and acquaint himself with all local conditions, means of access to the work, nature of the work and all matters pertaining thereto. The Employer's decision in such cases shall be final and shall not be open to arbitration.

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- 19.A Schedule of Probable Quantities in respect of each work and Specifications accompany these Special Conditions. The Schedule of Probable Quantities is liable to alteration by omissions, deduction or addition at the discretion of the Employer. Each tender should contain not only the rates but also the value of each item of work entered in a separate column and all the items should be totalled in order to show the aggregate value of the entire tender.
  - 20.The rates quoted in the tender shall include all charges for scaffoldings, watching and lighting by night as well as day including Saturdays/Sundays and holidays, protection of all other erections, matters or things and the Contractor shall take down and remove any or all such centering, scaffolding etc. as occasion shall require or when ordered so to do, and fully reinstate and make good all matters and things disturbed during the execution of work and to the satisfaction of the Bank.
  - 21.Guarding and protecting hoistway and lift machine rooms shall be responsibility of the tenderer from the date of commencement of work at site.
  - 22.The contractor shall not be entitled to any compensation for any loss suffered by him on account of delays in commencing or executing the work, whatever the cause of delays may be, including delays arising out of modifications to the work entrusted to him or in any sub-contract connected therewith or delays in awarding contracts for other trades of the project or in commencement or completion of such works. The Employer does not accept liability for any sum besides the tender amount, subject to such variations as are provided for herein.
  - 23.The successful tenderer is bound to carry out all items of work necessary for completion of the job even though such items are not included in the quantities and rates. Schedule of instruction in respect of such additional items and their quantities will be issued in writing by the Bank.
  - 24.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.The successful tenderer must co-operate with the other contractors appointed by the Bank so that the work shall proceed smoothly with the least possible delay. He should make his own arrangement for storage and protection of all materials supplied by him.
  - 26.The work has to be carried out in an occupied residential building and, therefore, may have to be stop work during restricted hours / Saturdays / Sundays / Bank's holidays.
  - 27.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
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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.

28. 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

29. Contract Agreement

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

30. 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.

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

Witness -----

Signature of tenderer-----

Address-----

Address -----

-----

-----

-----

-----

Date -----

Date -----

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### **Section III - Safety Code**

#### **GENERAL SAFETY**

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

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### **FIRE SAFETY**

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

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

**SIGNATURE AND SEAL  
OF THE CONTRACTOR**

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**Section IV - The Conditions Hereinafter Referred To**

**Interpretation Clause**

1. In construing these Conditions, the Specifications, Schedule of Quantities and Contract Agreement, the following words shall have the meanings herein assigned to them except where the subject or context otherwise required.
  - (a) "Employer" Shall mean The DGM (Estate), State Bank of India and shall include its assigns and successors.
  - (b) "Contractor" Shall mean \_\_\_\_\_ and \_\_\_\_\_ trading in the name and style of \_\_\_\_\_ and having a place of business at \_\_\_\_\_ and shall include the partners for the time being of the said firm and the legal representatives of a deceased partner.
    - (in the case of partnership)
    - (in the case of individual) "Contractor" shall mean M/s \_\_\_\_\_ trading in the name and style of \_\_\_\_\_ and shall include his heirs, successors and legal representatives.
    - (in the case of Company) "Contractor" shall mean \_\_\_\_\_ a company incorporated under \_\_\_\_\_ and having its registered office at \_\_\_\_\_ and shall include its successors and assigns.
  - (c) "Site" Shall mean the site of the contract works including any building and erections thereon and any other land (inclusively) as aforesaid allotted by the Employer for the Contractor's use.
  - (d) "This Contract" Shall mean the Articles of Agreement, the Special Conditions, the Conditions, the Appendix, the Schedule of Quantities and Specifications etc. attached hereto and duly signed.
  - (e) "Notice in writing" Or written notice shall mean a notice in written, typed or printed characters sent (unless delivered personally or otherwise proved to have been received) by registered post to the last known private or business address to have been received when in the ordinary course of post it would have been delivered.
  - (f) "Act of Insolvency" Shall mean any Act of Insolvency as defined by the Presidency Towns Insolvency Act or the Provincial Insolvency Act or any Act amending such original.
  - (g) "Net Prices" If in arriving at the contract amount, the Contractor shall have added to or deducted from the total of the items in the Tender any sum, either as a percentage or otherwise, then the net price of any item in the tender shall be the sum arrived at by adding to or deducting from the actual figure appearing in the Tender as the price of that item a similar percentage or proportion of the sum so added or deducted by the Contractor the total amount of any Prime Cost items and provisional sums of money shall be deducted from the total amount of the tender. The expression "net rates" or "net prices" when used with reference to the contract or accounts shall be held to mean rates or prices so arrived at.
  - (h) "The works" Shall mean the Design, supply, installation, testing and commissioning of 2 nos Lifts at Madhuban, G. J Bhosle Marg, Nariman Point, Mumbai as provided herein.

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

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## **Scope of Contract**

2. The work includes the complete replacement of passenger lifts. Complete replacement means complete removal of all lift equipment, including guide rails, brackets, from the site and installation of new lift equipment, as specified. The Contractor shall carry out and complete the said work in every respect in accordance with this Contract and with the directions of and to the satisfaction of the Employer. The Employer may in his absolute discretion and from time to time issue further drawings and/or written instructions, details, directions and explanations, which are hereafter collectively referred to as "Employer's Instructions" in regard to :
- (a) The variation or modification of the design, quality or quantity of works or the addition or omission or substitution of any work.
  - (b) Any discrepancy in the Drawings or between the Schedule of Quantities and/or Drawings and/or Specifications.
  - (c) The removal from the site of any materials brought thereon by the Contractor and the substitution of any other material therefor.
  - (d) The removal and/or re-execution of any works executed by the Contractor.
  - (e) The dismissal from the works of any persons employed thereupon.
  - (f) The opening up for inspection of any work covered up.
  - (g) The amending and making good of any defects under Clause 21 hereof.

The Contractor shall forth with comply with and duly execute any work comprised in such Employer's instructions provided always that verbal instructions, directions and explanations given to the Contractor or his representatives upon the works by the Employer shall, if involving a variation, be confirmed in writing by the Contractor within seven days, and if not dissented from in writing within a further seven days by the Employer, such shall be deemed to be Employer's instructions within the scope of the Contract.

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

3. Scope of contract includes, but is not limited to, the following:
- a) The coordination, scheduling and management of work of component suppliers and subcontractors.
  - b) Modernise or provide equipment as specified utilising existing, new or modified lift wells and machine rooms.

## **Contractor's Duties**

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

#### **Variations to be approved by Employer**

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

#### **Drawings, Schedule Of Quantities & Agreement**

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

#### **Work sequence**

7. The successful Contractor shall include all costs in the tender to complete the works in the time schedule as given by him in the work schedule table. By submitting a tender, the Contractor agrees that they have reviewed the project specifications and drawings, toured the jobsite, and will complete all work in accordance with the overall time frame of 52 weeks as per the approved schedule. The Contractor shall provide a detailed execution schedule, in accordance with the time frame approved as per the work task schedule, prior to award of the project.

#### **Contractor's use of Estate**

8. The site of the work is an occupied building. Contractor's use of Estate shall be subject to following:-
- Confine operations at the site to areas permitted by law, ordinances, permits, Specification, and Employer's specific instructions.
  - Do not unreasonably encumber the site with materials or equipment. Staging area shall be located as directed by the Employer.

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- Assume full responsibility for protection and safekeeping of tools and products stored on or off Estate.
- Move stored products which interfere with operations of building or the operations of other trades.

**Contractor to provide everything necessary at his cost**

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

**No disruption to normal office functions ( Not Applicable )**

10. 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.
11. If the contract includes works, which will be disruptive during normal business operations, or would be dangerous to building occupants, said works shall be performed during hours as 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.
12. The Contractor shall keep noise levels within permissible limits during normal building hours. When it is necessary to produce noise above this level, the Contractor shall advise 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**

13. The Contractor shall install a suitable protective covering on all finished floors in areas where the works are being performed. No material handling equipment shall be permitted on or over finished floors unless said floors have been protected in a manner approved by the Employer. Any damage

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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.

### **Authorities, Notices and Patents**

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

The Contractor shall bring to the attention of the Employer, all notices required by the said Acts, regulations or bye-laws to be given to any authority and pay to such authority, or to any public office, all fees that may be properly chargeable in respect of the works, and lodge the receipts with the Employer.

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

### **Setting out of work**

15. The Contractor shall set out the works and shall be reasonable for the true and perfect setting out of the same and for the correctness of the positions, levels, dimensions, and alignment of all parts thereof. If at any time any error in this respect shall appear during the progress of the works within a period of one year from the completion of the works, the Contractor shall, if so required, at his own expense, rectify such error to the satisfaction of the Employer.

### **Materials and workmanship to conform the descriptions**

16. All materials and workmanship shall so far as procurable be of the respective kinds described in the Schedule of Quantities and/or Specifications and in accordance with the Employer's instructions, and the Contractor shall upon the request of the Employer furnish him with all invoices, accounts receipts and other vouchers to prove that the materials comply therewith. The Contractor shall at his own cost arrange for and/or carry out any test of any materials which the Employer may require.

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### **Contractor's superintendence and representative on the works**

17. The Contractor shall give all necessary personal superintendence during the execution of the works, and as long thereafter as the Employer may consider necessary until the expiration of the "Defects Liability Period" stated in the Appendix hereto. The Contractor shall also during the whole time the works are in progress, employ a competent representative who shall be constantly in attendance at the works while the men are at work. Any directions, explanations, instructions or notices given by the Employer to such representative shall be held to be given to the Contractor.

### **Dismissal of Workmen**

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

### **Access to Works**

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

### **Assignments and Sub-letting**

20. The whole of the works included in the Contract shall be executed by the Contractor and the Contractor shall not directly or indirectly transfer, assign or under-let the Contract or any part share thereof or any interest therein without the prior written consent of the Employer, and no undertaking shall relieve the Contractor from the full and entire responsibility of the Contract or from active superintendence of the works during their progress.
21. No alteration, omission or variation shall vitiate this Contract but in case the Employer thinks proper at any time during the progress of the works to make any alterations in or additions to or omissions from the works or any alteration in the kind or quality of the materials to be used therein and shall give notice thereof in writing under his hand to the Contractor, the Contractor shall alter, add to or omit from, as the case may be, in accordance with such notice but the Contractor shall not do any work extra to or make any alterations or additions to or omissions from the works or any deviation from any of the provisions of the Contract, Stipulation, Specifications or Contract Drawings without the previous consent in writing of the Employer and the value of such extras, alterations, additions or omissions shall in all cases be determined with the prior approval in writing

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of the Employer in accordance with the provisions of Clause 26 hereof, and the same shall be added to or deducted from the Contract Amount, as the case may be, accordingly.

### **Schedule of Quantities**

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

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

### **Sufficiency of Schedule of Quantities**

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

### **Measurement of Works**

24. The Consultant may from time to time intimate to the Contractor and the Employer that he requires the works to be measured, and the Contractor shall forthwith attend or send a qualified Agent to assist the Consultant in taking such measurements and calculations and to furnish all particulars or to give all assistance required by any of them.

Should the Contractor not attend or neglect or omit to send such Agent, then the measurement taken by the consultant shall be taken to be correct measurements of the works. Such measurements shall be taken in accordance with the Mode of Measurement detailed in the Specifications.

The Contractor or his Agent may at the time of measurement take such notes and measurements as he may require.

All authorised extra works, omissions and all variations made with the prior approval in writing of the Employer shall be included in such measurements.

### **Prices for extra etc. ascertainment of**

25. The Contractor may, when authorised by Employer, add to, omit from, or vary the works shown upon the drawings, or described in the Specification, or included in the Schedule of Quantities, but the Contractor shall make no addition, omission or variation without such authorisation or direction. A

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verbal authority or direction by the Employer shall, if confirmed by him in writing within seven days, be deemed to have been given in writing

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

- (a) (i) The net rates or prices in the original tender shall determine the valuation of the extra work where such extra work is of similar character and executed under similar conditions as the work priced therein.
- (ii) Rates for all items, wherever possible, should be derived out of the rates given in the Priced Schedule of Quantities.
- (b) The net prices of the original tender shall determine the value of the items omitted, provided if omissions vary the conditions under which any remaining items of works are carried out, the prices for the same shall be valued under sub-clause (c) hereof.
- (c) Where the extra works are not of similar character and/or executed under similar conditions as aforesaid or where the omissions vary the conditions under which any remaining items of works are carried out or if the amount of any omission or additions relative to the amount of the whole of the Contract works or to any part thereof shall be such that in the opinion of the Employer the net rate or price contained in the Priced Schedule of Quantities or tender or for any item of the works involves loss or expense beyond that reasonably contemplated by the Contractor or is by reason of such omission or addition rendered unreasonable or inapplicable, the Employer shall fix such other rate or price as in the circumstances he shall think reasonable and proper.
- (d) Where extra work cannot be properly measured or valued, the Contractor shall be allowed day work prices at the net rates in accordance with the local day work rates and wages for the district, provided that in either case vouchers specifying the daily time and materials employed, be delivered for verification to the employer at or before the end of the week following that in which the work has been executed plus 15% towards establishment charges, contractor's overhead and profits.

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

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

26. Where in any Certificate (of which the Contractor has received payment) the Employer has included the value of any unfixed materials intended for and/or placed on or adjacent to the works, such materials shall become the

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property of the Employer and they shall not be removed except for use upon the works, without the written authority of the Employer. The Contractor shall be liable for any loss of or damage to such materials.

### **Removal of improper work**

27. The Employer/Consultant shall, during the progress of the works, have power to order in writing from time to time the removal from the works within such reasonable time or times, as may be specified in the order, of any materials which in the opinion of the Employer are not in accordance with the Specifications or the instructions of the Employer, the substitution of proper materials, and the removal and proper re-execution of any work executed with materials or workmanship not in accordance with the Drawings and Specifications or instruction, and the Contractor shall forthwith carry out such order at his own cost. In case of default on the part of the Contractor to carry out such order, the Employer shall have the power to employ and pay the other persons to carry out the same, and all expenses consequent thereon, or incidental thereto shall be borne by the Contractor, or may be deducted by the Employer from any moneys due, or that may become due, to the Contractor.

### **Defects after virtual completion**

28. Any defect, shrinkage, settlement or other faults which may appear within the "Defects Liability Period" stated in the Appendix hereto, if none stated, then within 12 months after the virtual completion of the works, arising in the opinion of the Employer / Consultant from materials or workmanship not in accordance with the contract, shall upon the directions in writing of the Employer, and within such reasonable time as shall be specified therein, be amended and made good by the Contractor, at his own cost and in case of default, the Employer may employ and pay other persons to amend and make good such defects, other faults, and all damages, loss and expenses consequent thereon or incidental thereto shall be made good and borne by the Contractor and such damage, loss and expenses shall be recoverable from him by the Employer or may be deducted by the Employer from any moneys due or that may become due to the Contractor, or the Employer may in lieu of such amending and making good by the Contractor deduct from any money due to the Contractor a sum to be determined by the Employer equivalent to the cost of amending such work and in the event of the amount retained as Security Deposit being insufficient, recover the balance from the Contractor, together with any expenses the Employer may have incurred in connection therewith. Should any defective work have been done or material supplied by any Sub-Contractor employed on the works who has been nominated or approved by the Employer as provided in various clauses hereof, the Contractor shall be liable to make good in the same manner as if such work or material had been done or supplied by the Contractor and been subject to the provisions of this Clause and Clause 2 hereof. The Contractor shall remain liable under the provision of this Clause, notwithstanding the signing of any certificate or the passing of any accounts, by the Employer.

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### **Certificate of virtual completion and Defects Liability Period**

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

### **Nominated Sub-Contractor**

30. All Specialists, Merchants, Tradesman and others executing any work of supplying and fixing any goods, for which prime cost prices or provisional sums are included in the Schedule of Quantities and/or Specifications, who may be nominated or selected by the Employer are hereby declared to be Sub-Contractors employed by the Contractor and are herein referred to as nominated Sub-Contractors.

No nominated Sub-Contractors shall be employed on or in connection with the works against whom the Contractor shall make reasonable objection or (save where the Employer and Contractor shall otherwise agree) who will not enter into Contract providing.

Payment shall be made to the nominated sub-contractor within 14 days provided, all nominated Sub-Contractor's accounts included in the previous Certificates have been duly discharged, in default whereof, the Employer may pay the same and deduct the amount thereof from any sums due to the Contractor. The exercise of this power shall not create probity of contract as between Employer and Sub-Contractor.

### **Other persons employed by Employer**

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

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

32. The Contractor shall be reasonable for all injury to persons, animals or things, and for all structural and decorative damage to property which may arise from the operation or neglect of himself or of any nominated Sub-Contractor or any employee or either, whether such injury or damage arises from carelessness, accident or any other cause whatever, in any way connected with the carrying out of this Contract. This liability under this clause shall be held to include inter alia, any damage to buildings, whether immediately adjacent or otherwise, and any damage to roads, streets,

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footpaths, bridges or ways as well as all damage caused to the buildings and other structures and works forming the subject matter of this Contract. The contractor shall also be responsible for any damage caused to the buildings and other structures and works forming the subject matter of this Contract by frost, rain, wind or other inclemency of weather. The Contractor shall indemnify and keep indemnified the Employer and hold him harmless in respect of all and any loss and expenses arising from any such injury or damage to persons or property as aforesaid and also against any claim made in respect of injury or damage, whether under any Statute or otherwise and also in respect of any award of compensation or damages consequent upon such claim. **The contractor shall, at his own expense, effect and maintain till issue of the completion certificate under this contract, with an insurance company approved by the Employer, an All Risks Policy for insurance for an amount equal to the amount of the contract including earthquake risk in the joint names of the Employer and the contractor ( the name of the former being placed first in the policy) against all risks as per the standard all risk policy for contractors and deposit such policy or policies with the employer before commencing the works.** The Contractor shall reinstate all damage of every sort mentioned in this Clause, so as to do delivery of the whole of the Contract works complete and perfect in every respect and so as to make good or otherwise satisfy all claims for damage to the property of third parties. The Contractor shall also indemnify and keep indemnified the Employer against all claims which may be made against the Employer by any person/ member of the public or other third party in respect of anything which may arise in respect of the works or in consequence thereof and **shall at his own expense arrange to effect and maintain, until the completion of the Contract, with an Insurance company approved by the employer a policy of Insurance in the joint names of the Employer and the Contractor( the name of the former being placed first in the policy) against such risks and deposit such Policy or Policies with the Employer before commencement of the work.** The minimum limit of coverage under the policy shall be as defined elsewhere under General instructions to the tenderer. The Contractor shall also similarly indemnify the Employer against all claims which may be made upon the Employer whether under the **Workmen Compensation Act** or any other statute in force during the currency of this contract or at Common Law in respect of any employee of the Contractor or any Sub-Contractor and **shall at his own expenses effect and maintain, until the completion of the Contract, with an Insurance company approved by the employer a policy of Insurance in the joint names of the Employer and the Contractor( the name of the former being placed first in the policy) against such risks and deposit such Policy or Policies with the Employer from time to time during the currency of the Contract.** In default of the contractor ensuring as provided above, the employer may so ensure and may deduct the premiums paid from any money due or which may become due to the contractor.

The Contractor shall be responsible for any liability which may be excluded from the Insurance Policies above referred to and also for all other damages to any person, animal or property arising out of and incidental to the

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negligent or defective carrying out of this Contract, whatever may be the reasons due to which the damage shall have been caused. He shall also indemnify and keep indemnified the Employer in respect of all and any costs, charges or expenses arising out of any claim or proceedings relating to the works and also in respect of any award of compensation or damages, arising there from. Without prejudice to the other rights of the employer against contractor in respect of such default, the Employer shall be entitled to deduct from any sums payable to the Contractor the amount of any damage, compensation, costs, charges and other expenses paid by the employer and which are payable by the contractor under this clause. The contractor shall upon settlement by the insurer of any claim made against the insurer pursuant to a policy taken under this clause proceed with due diligence to rebuild or repair the works destroyed or damaged. In this event all the money received from the insurer in respect of such damage shall be paid to the contractor and the contractor shall not be entitled to any further payments in respect of the expenditure incurred for rebuilding or repairing of the materials or goods destroyed or damaged.

The contractor, in case of re-building or reinstatement after damage shall be entitled to such extension of time for completion as the Employer may deem fit, but shall, however, not be entitled to reimbursement by the employer of any shortfall or deficiency in the amount finally paid by the insurer in settlement of any claim arising as set out herein.

- 33 Without prejudice to his liability under this clause, the contractor shall also cause all nominated sub-contractors to effect, for their respective portions of works similar policies of insurance in accordance with the provisions of this clause and shall produce or cause to produce to the employer such policies. The contractor shall not permit a nominated sub-contractor to commence work at site unless said insurance policies are submitted. In the event of failure, of the sub-contractor to take out such policy or policies of insurance before commencing the works at site, the contractor shall be responsible for any claim or damage attributable to the said sub-contractor.

### **Damages for Non-completion**

34. For the purpose of reviewing/ monitoring the progress of work, three financial milestones, to be achieved on or before the stipulated time, have been defined below. In case, the contractor does not achieve a particular milestone, if any, mentioned below or rescheduled milestone(s) in terms of time extension clause 29 hereof, the amount shown against that milestone shall be withheld to be adjusted against the liquidated damages levied at the time of completion of contract. Withholding of payments on failure to achieve a milestone shall be automatic and without any notice to the Contractor. No interest whatsoever shall be paid by the Bank on such withheld amount/s.

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

If the Contractor fails to maintain the required progress of the works and fails to complete the works by the completion time stipulated in the Contractor within any extended time under time extension Clause 35 hereof and the

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employer certifies in writing that in his opinion the same ought reasonably to have been completed, the Contractor shall pay the Employer the sum named as "Liquidated Damages" for the period during which the said works shall so remain incomplete and the Employer may deduct such damages from any moneys due to the Contractor. The contractor hereby specifically agrees and authorizes the Employer to deduct such liquidated damages, if any, from any instalment of payment becoming due and payable to the contractor in terms of this contract or from the retention money."

### Milestones Chart

Milestone No.	Milestone Financial Progress Rs.	Time for achieving	Amount to be withheld in case of Non- achievement of the Milestone.
First	60 % of cost per lift.	Delivery of materials at site	In the event of not maintaining desired pace of progress and not achieving Milestone Financial Progress (as assessed from running payments), an amount of Rs. One lakh per lift shall be withheld from the dues of the contractor for failure to achieve (on stipulated date) the first milestone.
Second	80 % of cost per lift	Installation, testing & Commissioning and handing over with operating license.	In the event of not maintaining desired pace of progress and not achieving Milestone Financial Progress (as assessed from running payments) an amount of Rs. One lakh per lift shall be withheld from the dues of the contractor for failure to achieve (on stipulated date) the second milestone.
Third	Full and final value of the work done	24 weeks from the date of commencement	LD shall be levied depending upon overall actual extent of delays attributable to the Contractor's actions @ 0.50 % per week of delay per lift subject to a maximum of 5 % of the accepted tender amount for the delayed / incomplete lift. Any amount withheld against non-achievement of any milestone shall be adjusted in the LD. If the overall project is delayed by the Contractor, he shall not be entitled to any reduction in the amount of the "Liquidated Damages" to be recovered from his dues by the Employer notwithstanding his successful attainment of certain earlier milestones.

### Delay And Extension of Time

35. If in the opinion of the Employer, the works be delayed (a) by force majeure or (b) by reason of any exceptionally inclement weather or (c) by reason of

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proceedings taken or threatened by or dispute with adjoining or neighbouring owners or public authorities arising otherwise than through the Contractor's own default or (d) by the works or delays of other Contractors or Tradesmen engaged or nominated by the Employer and not referred to in the Schedule of Quantities, and/or Specification or (e) by reason of Employer's instructions as per Clause 2 hereof or (f) by reason of civil commotion, legal combination of workmen or strike or lock-out affecting any of the building trades or (g) in consequence of the Contractor not having received in due time, necessary instructions from the Employer for which he shall have specifically applied in writing or (h) from other causes which the Employer may certify as beyond the control of Contractor or (i) in the event the value of the work exceeds the value of the Priced Schedule of Quantities owing to variation, the Employer may make a fair and reasonable extension of time for completion of the Contract works. In case of such strike or lock-out the Contractor shall nevertheless constantly use his endeavours to prevent delay and shall do all that may reasonably be required to the satisfaction of the Employer to proceed with work.

If the contractor needs an extension of time for completion of the work or if the completion of work gets delayed for any reason beyond the due date of completion stipulated in the contract, the contractor shall apply to the employer for extension of time in writing at least 7 days before the expiry of the scheduled time and while applying for extension of time, contractor shall furnish the reasons in detail and his justification along with documentary evidence (copy of relevant pages of hindrance register), if any, for delays. Only that period of extension of time as granted by the employer (on receipt of the application from the contractor or even in absence of any such application certification as to the reasonableness of the grounds for delay) will qualify for exemption of imposition of liquidated damages. For the balance period in excess of original stipulated period and an authorised extension of time granted by the employer, the provision of liquidated damages as stated under clause 34 will become applicable.

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

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

36. If the Contractor after receipt of written notice from the Employer requiring compliance within ten days fails to comply with such further drawings and the Employer may employ and pay other persons to execute any such work whatsoever that may be necessary to give effect thereto, and all costs incurred in connection therewith shall be recoverable from the Contractor by the Employer as a debt or may be deducted by him from any moneys due to the Contractor.

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### **Termination of Contract by the Employer**

37. If the Contractor being an individual or a firm commits any “act of insolvency”, or shall be adjudged an insolvent or being an Incorporated Company shall have an order for compulsory winding up made against it or pass an effective resolution for winding up voluntarily or subject to the supervision of the Court and the Official Assignee or the Liquidator, in such acts of insolvency or winding up, as the case may be, shall be unable, within seven days after notice to him requiring him to do so, to show the reasonable satisfaction of the Employer that he is able to carry out and fulfil the Contract and to give security there for, if so required by the Employer.

Or if the Contractor (whether an individual, firm or Incorporated Company) shall suffer execution or other process of Court attaching property to be issued against the Contractor,

Or shall suffer any payment under this Contract to be attached by or on behalf of any of the creditors of the Contractor,

Or shall assign or sublet this Contract without the consent in writing of the Employer first had and obtained,

Or shall charge or encumber this Contract or any payments due or which may become due to the Contractor hereunder,

Or if the Employer determine that the Contractor

- (i) has abandoned the Contract, or
- (ii) has failed to commence the works, or has without any lawful excuse under those Conditions suspended the progress of the works for 14 days after receiving from the Employer notice to proceed, or
- (iii) has failed to proceed with the works with such due diligence and failed to make such due progress as would enable the works to be completed within the time agreed upon, or
- (iv) has failed to remove materials from the site or to pull down, and replace work for seven days after receiving written notice that the said materials or work were condemned and rejected by the Employer under these Conditions or
- (v) has neglected or failed persistently to observe and perform all or any of the acts, matters or things by the Contract to be observed and performed by the Contractor for seven days after written notice shall have been given to the Contractor requiring the Contractor to observe or perform the same.

Then and in any of the said cases, the Employer may notwithstanding any previous waiver, after giving seven day notice in writing to the Contractor, determine the Contract and liabilities of the Contractor, the whole of which shall continue in force fully as if the Contract had not been so determined, and as if the works subsequently executed had been executed by or on behalf of the Contractor and further, the Employer by his agents or servants may enter upon and take possession of the works and all plant, tools, scaffoldings, machinery and materials lying upon the Estate or the adjoining

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lands or roads, and use the same as his own property or may employ the same by means of his own servants and workmen in carrying on and completing the works or by employing any other Contractor or other person or persons to complete the works, and the Contractor shall not in any way interrupt or do any act, matter or thing to prevent or hinder such other contractor or other person or persons employed for completing and finishing or using the materials and plant for the works. When the works shall be completed or as soon thereafter as convenient, the Employer shall give a notice in writing to the Contractor to remove his surplus materials and plant, and should the Contractor fail to do so within a period of fourteen days after receipt thereof by him, the Employer may sell the same by public auction, and give credit to the Contractor for the net amount realised. The Employer shall thereafter ascertain and certify in writing under his hand what (if anything) shall be due or payable to, or by the Employer, for the value of the said plant and materials so taken possession of by the Employer and the expense or loss which the Employer shall have been put to in procuring the works to be completed, and the amount, if any, owing to the Contractor and the amount which shall be so certified shall thereupon be paid by the Employer to the Contractor or by the Contractor to the Employer, as the case may be, and the decision of the Employer shall be final and conclusive between the parties.

### **Certificates and Payments**

38. The Contractor shall be paid by the Employer from time to time by instalments under Interim Certificate to be issued by the Bank's engineer on account of the works executed, work to the approximate value named in the Appendix as "Value of work for Interim Certificates" (or less at the reasonable discretion of the Employer) has been executed in accordance with this Contract. The Employer may, at his discretion, include in the Interim Certificate such amount as he may consider proper on account of materials delivered upon the site by the Contractor for use in the works. And when the works have been virtually completed and the Employer shall have certified in writing that they have been completed, the contractor shall be paid the balance amount by the employer in accordance with the certificate to be issued by the Bank's engineer. The Contractor shall be entitled to the release of the Bank guarantee towards Security Deposit in accordance with the Final certificate to be issued in writing by the Employer at the expiration of the period referred to as "the Defects Liability Period" in the Appendix hereto from the date of Virtual Completion or as soon after the expiration of such period as the works shall have been finally completed and defects made good according to the true intent and meaning hereof, whichever shall last happen, provided always that the issue by the Employer of any certificate during the progress of the works at or after their completion shall not relieve the Contractor from his liability under Clause 2 and 29 nor relieve the Contractor of his inability in cases of fraud, dishonesty or fraudulent concealment relating to the works or materials or to any matter dealt within the Certificate, and in case of all defects and insufficiencies in the works or materials, which a reasonable examination would not have disclosed. No Certificate shall of itself be conclusive evidence that any works or materials,

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to which it relates, are in accordance with the Contract neither will the Contractor have a claim for any amounts which the Employer might have certified in any interim bill and paid by the Employer and which might subsequently be discovered as not payable and in this respect the Employer's decision shall be final and binding.

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

The Employer may by any Certificate make any correction in any previous certificate which shall have been issued by him. Payments shall be made within the period named in the Appendix as "Period for honouring Certificates" after such Certificates have been delivered to the Employer.

### **Matters to be finally determined by Employer**

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

### **Settlement of dispute by Arbitration**

40. 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 of materials used on the work or as to any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the work or the execution or failure to execute the same, whether arising during the progress of the work or after the cancellation, termination, completion or abandonment thereof shall be dealt with as mentioned hereinafter :

i) If the contractor considers that he is entitled to any extra payment or compensation in respect of the works over and above the amounts admitted as payable by the BANK 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 Deputy General Manager (Estate), Estate Department, Corporate Centre, State Bank of India, Mumbai", 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

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shall have been given by the contractor to “ The Deputy General Manager (Estate), Estate Department, Corporate Centre, State Bank of India, Mumbai” 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 Deputy General Manager (Premises), Premises Department, Corporate Centre, State Bank of India, Mumbai”, in writing in the manner and within the time aforesaid.

ii) “The Deputy General Manager (Estate), Estate Department, Corporate Centre, State Bank of India, Mumbai”, 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 Deputy General Manager (Estate), Estate Department, Corporate Centre, State Bank of India, Mumbai,, submit his claims to the conciliating authority namely the General Manager (Corporate Services), State Bank of India, Corporate Centre, Mumbai for conciliation along with all details and copies of correspondence exchanged between him and The Deputy General Manager (Estate).

iii) If the conciliation proceedings are terminated without settlement of the disputes, the contractor shall, within a period of 30 days of termination thereof shall give a notice to the concerned Dy. Managing Director & CDO of the Bank for appointment of an arbitrator to adjudicate the notified claims failing which the claims of the contractor shall be deemed to have been considered absolutely barred and waived.

iv) Except where the decision has become final, binding and conclusive in terms of the contract, all disputes or differences arising out of the notified claims of the contractor as aforesaid and all claims of the Bank shall be referred for adjudication through arbitration by the Sole Arbitrator appointed by the Dy. Managing Director & CDO 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 act or resigns his appointment or vacates his office due to any reason whatsoever another sole arbitrator from Bank shall be appointed in the manner aforesaid by the said Dy. Managing Director & CDO. Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor.

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

It is also a term of this contract that no person other than a person appointed by such Dy. Managing Director & CDO aforesaid should act as arbitrator.

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

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.

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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.

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

41. The Employer/Consultant shall have a right to cause a technical examination of the works and the final bill of the Contractor including all supporting vouchers, abstracts etc. to be made at the time of payment of the final bill. If as a result of this examination or otherwise, any sum is found to have been overpaid or over-certified, it shall be lawful for the Employer to recover the sum.

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

42. If, for any reason, the Employer is obliged, by virtue of the provision of the Workmen's Compensation Act, 1923, or any statutory modifications or re-enactment thereof to pay compensation to a workman employed by the Contractor in execution of the works, the Employer shall be entitled to recover from the Contractor the amount of compensation so paid, and without prejudice to rights of the Employer under the said Act. The Employer shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by the Employer to the Contractor under this Contract or otherwise. The Employer shall not be bound to contest any claim made against it under the said Act, except on the written request of the Contractor and upon his giving to the Employer full security to the satisfaction of the Employer for all costs for which the Employer might become liable in consequence of contesting such claim.

### **Abandonment of Works**

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

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### **Return of surplus materials**

44. Notwithstanding anything contained to the contrary in any or all the Clauses of this Contract, where any material for the execution of the Contract is procured with the assistance of the Employer by purchases made under orders or permits or licenses issued by Government, the Contractor shall hold the said materials economically and solely for the purpose of the Contract and not dispose of them without the prior written permission of the Employer and return it to the Employer, if required by the Employer, at the price to be determined by the Employer having due regard to the condition of the materials, the price to be determined not to exceed the purchase price thereof inclusive of sales tax, octroi and other such levies paid by the Contractor in respect thereof. In the event of breach of the aforesaid condition, the Contractor shall, in addition to being liable to action for contravention of the terms of licenses or permits and/or criminal breach of trust, be liable to the Employer for all moneys, advantages or profits resulting, or which in the usual courses would have resulted to him, by reason of such breach.

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

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

### **Accident Reports**

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

### **Marginal Notes**

47. The notes in the box and in the catch lines hereto and in the annexures hereto are meant only for convenience of reference and shall not in any way be taken into account in the interpretation of these presents and the annexures hereto.

### **Progress Of Work**

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

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

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**Section (V) - Appendix Hereinbefore Referred To**

1.	Defects Liability Period	Twelve months from the date of Virtual Completion Certificate referred to in Clause 28 of the section “ <b>Conditions Hereinafter Referred To</b> ”.
2.	Period of Final Measurement	3 months
3.	Date of Commencement	15 <sup>th</sup> day from the date of letter of award of work.
4.	Date of Completion	Date of virtual completion certificate.
5.	Liquidated damages at the rate of	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 incomplete Lift.
6.	Value of works for interim certificates	Rs. 20 lakhs for RA bills
7.	Period for honouring certificates	One month for interim bills and 3 months for final bill.

Employer

Contractor

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## **Section (VII) - Introduction**

### **Replacement of 2 nos. lifts at Madhuban, Mumbai**

The Bank's Quarters is presently provided with 3 Passenger Lifts. The Bank desires to replace the 2 passenger lifts with state of the art technology lifts. The 3<sup>rd</sup> service lift has been replaced recently. The Scope of works in brief is as under:

The subject building is having 16 floors apart from a lobby at ground floor.

Of the above referred two passenger lifts, one has carrying capacity of 8 passengers ( 544 kgs ) and the 2<sup>nd</sup> elevator has a carrying capacity of 15 passengers ( 1020 kgs ), both operating at a speed of 1.00 MPS

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

The lifts are divided into the following groups.

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

The scope of work shall include the following.

- Design and manufacture of passenger Lifts (8 Passenger capacity) and 2<sup>nd</sup> passenger lift (16 passenger capacity) along with all accessories / components
- Delivery of lift equipment to be at Madhuban, G. J. Bhosle Marg, Nariman Point. Mumbai including packing, handling, transporting, clearing, loading / unloading at ports in India and unloading at site in Mumbai.
- 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 (minimum) from the date of handing over of the new lift installation to the Bank.
- All engineering, equipment, labour, and permits required to satisfactorily complete lift replacement required by this Specification.
- Any other works, related to but not mentioned above, required for completion of the job

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

- 1) Scaffolding necessary for erection, and all minor builder's work for cutting away and making good to walls and masonry work required, including  
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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.

Please also note the following:

- 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.

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## **Section (VIII) – Technical Specifications & Schedule of Work**

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

### **1.1 Applicable codes**

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

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

IS-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

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## **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.

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## **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.

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## 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.

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- 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:

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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.

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

These 2 nos elevators in the building which are currently being maintained by Otis, will have to be maintained by the successful bidder/s on where it is as it is basis, immediately i.e from the same day the Letter of Award is issued at no extra cost to the bank, till the lifts are replaced. The maintenance will include all spares as necessary to keep the lifts operational while phase wise replacement of elevators is being carried.

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## 11. Products

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

### ANNEXURE 1

#### Data Sheet

		<b>Existing old lifts</b>	<b>Proposed new lifts</b>
1	Number of lifts	1 No.	1 No.
2	Type/ Make	Passenger	Passenger
3	Capacity	8 passenger ( 544 kgs )	8 passenger ( 544 kgs )
4	Speed	1.00 MPS	1.75 MPS
5	Travel	48 M Approx ( G + 16 )	48 M Approx ( G + 16 )
6	Stops & openings	17 stops 17 openings all opening on same side	17 stops 17 openings all opening on same side
7	Drive	Geared with AC motor	AC Variable Voltage Variable Frequency Controller with PMSM Gearless drive having closed loop
8	Control	Microprocessor based ACVVVF Control with duplex collective operation	Microprocessor based Duplex 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 Honeycomb / Linen or equivalent having clear opening of 800 mm x 2000 mm
13	Landing Door	Centre Opening	Centre Opening – Automatic in Stainless Steel Honeycomb / Linen or equivalent Finish with 2 hours fire rating having clear

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			opening of 800 mm x 2000 mm
14	Car		Provide new Car with Stainless Steel Honeycomb / Linen or equivalent Finish, along with 6 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	1550 mm wide x 900 mm deep x 2200 mm height	1400 mm wide x 1050 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. Two risers 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 )  2. Hall lanterns ( Audio – visual ) on all floors
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 for attendant operation

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			<p>4. Luminous floor selector buttons</p> <p>5. Overload warning device with annunciation ( lift should not take a start under overload condition )</p> <p>6. Alarm button</p> <p>7. 5.6 “ LCD car position and direction indicator in both COP’s with zero viewing angle</p> <p>8. Emergency LED light with SMF battery back up</p> <p>9) Intercom system with instrument at security desk. Successful bidder to provide.</p> <p>Notes:</p> <p>a) Faceplates of all operating fixtures should be in Stainless steel brushed 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	2010 mm wide x 1510 mm deep	2010 mm wide x 1510 mm deep
19	Pit depth	1900 mm	1900 mm
20	Announcement system	NA	Floor announcement in English, language with music of bank’s choice.
21	Overhead	5850 mm	5850 mm
22	Safety Gear:	Governor Actuated	Provide New safety gear
23	Guide Rails:	Machined Steel Tees	Provide New Car and Counterweight Guide Rails

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			including guide shoes etc.
24	Buffers:	Spring type	Provide new Hydraulic Buffers as per manufacturer's standard
25	ARD		Automatic Rescue Device with announcement and capable of moving the lift to the nearest landing on 1 phase or 3 phase main power failure shall be provided in all lifts Automatic Rescue Device capable of moving the lift to the nearest landing on main power failure shall be provided in all lifts

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**ANNEXURE 2**

**Data Sheet**

		<b>Existing old lift</b>	<b>Proposed new lift</b>
1	Number of lifts	1 No.	1 No.
2	Type/ Make	Passenger	Passenger
3	Capacity	15 passenger ( 1020 kgs )	16 passenger (1088 kg)
4	Speed	1.00 MPS	1.75 MPS
5	Travel	48 M Approx ( G + 16 )	48 M Approx ( G + 16 )
6	Stops & openings	17 stops 17 openings all opening on same side	17 stops 17 openings all opening on same side
7	Drive	Geared with AC motor	AC Variable Voltage Variable Frequency Controller with PMSM Gearless drive having closed loop
8	Control	Microprocessor based ACVVVF Control. Duplex Full Collective	Microprocessor based Duplex 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	Telescopic Door	Telescopic– Automatic in Stainless Steel Honeycomb / Linen or equivalent having clear opening of 900 mm x 2000 mm
13	Landing Door	Telescopic Door	Telescopic – Automatic in Stainless Steel Honeycomb / Linen or equivalent Finish with 2 hours fire rating having clear opening of 900 mm x 2000 mm
14	Car		Provide new Car with Stainless Steel Honeycomb / Linen or

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			<p>equivalent Finish, along with 6 nos. LED light fixtures with diffuser &amp; approved make heavy duty ceiling mounted 3 nos. cabin fans / blowers with adequate ventilation and lighting.</p> <p>Flooring with approved shade / make of 20 mm thick granite flooring as approved by Bank. Please indicate amount of provision made in covering letter.</p>
15	Car Size	950 mm wide x 2250 mm deep x 2200 mm height	1000 mm wide x 2250 mm deep x 2400 mm clear height

Operating Indications

16	On all landing & ground floor lobby	Square Luminous buttons combined with 7 segment Digital Indicators and hall lanterns on all floors	<ol style="list-style-type: none"> <li>Two risers 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 )</li> <li>Hall lanterns ( Audio – visual ) on all floors</li> </ol>
17	In Car		<p>Car operating Panel (1 no) equipped with the following:</p> <ol style="list-style-type: none"> <li>Auto / Manual selector key switch</li> <li>Fan switch ( in addition to fan auto control )</li> <li>UP &amp; Down buttons for attendant operation</li> <li>Luminous floor selector buttons</li> <li>Overload warning device with</li> </ol>

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			<p>annunciation ( lift should not take a start under overload condition )</p> <p>6. Alarm button</p> <p>7. 5.6 “ LCD car position and direction indicator in both COP’s with zero viewing angle</p> <p>8. Emergency LED light with SMF battery back up</p> <p>9) Intercom system with instrument at security desk. Successful bidder to provide common instrument for 2 lifts.</p> <p>Notes:</p> <p>a) Faceplates of all operating fixtures should be in Stainless steel brushed 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	1688 mm wide x 2858 mm deep	1688 mm wide x 2858 mm deep
19	Pit depth	1900 mm	1900 mm
20	Announcement system	NA	Floor announcement in English, language with music of bank’s choice.
21	Overhead	5850 mm	5850 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.

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24	Buffers:	Spring	Provide new Hydraulic Buffers as per manufacturer's standard
25	ARD		Automatic Rescue Device capable of moving the lift to the nearest landing on 1 phase or 3 phase main power failure shall be provided in all lifts Automatic Rescue Device capable of moving the lift to the nearest landing on main power failure shall be provided in all lifts

### **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.

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- 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:  $\pm 5$  mm under any loading condition.**
- **Car Ride Quality:**
  1. **Horizontal & Vertical vibration should be in conformity with industry/maker'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.

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### **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.

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### **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.

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**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 :**

One (1) new car operating panel per car for passenger elevators with # 4 stainless steel faceplate.

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.

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### **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 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 2 nos. Blowers for 8 passenger lift and 3 Nos for 16 passenger lift of adequate CFM, mounted to car canopy on isolated rubber grommets.

Lighting: Recessed type 4 LED fixtures in 8 passenger lift & 6 LED fixtures in 16 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 pushbuttons 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 finish on all floors.

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### **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.

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- (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

#### **14. 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.

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**Section (X) - Check List- Commercial Conditions**

**Design, Supply, Installation, Testing and Commissioning of 2 nos lifts at Maduban, Nariman Point, Mumbai.**

Sr. No.	Description	Bank's Terms	Acceptance of Bank's terms (Y/N)
1	Validity	90 days from the date of opening of Part – I	
2	EMD	Rs.50,000 in the form of Demand Draft	
3	Terms of payment	As per clause 22, page 22 of the tender	
	Terms of payment for AMC	Quarterly payment after satisfactory completion of service.	
4	Technical specifications	As per Section VIII	
5	Warranty Period	12 months from the date of handing over of the last lift of the contract including & quality workmanship.	
6	Terms, Conditions and payment during AMC	Confirm that the terms, conditions and payment for the AMC and conditions for renewal of AMC as per the tender provision are acceptable.	
7	Service after sales	Free of cost during the warranty period including replacement of any material / assembly /equipment / software if found necessary.	
8	Committed period for lift maintenance	At least 19 years after one year defect liability period	
9	Completion period	24 weeks from the day of letter of award of work as per detailed completion programme indicated in Section II, clause 19	
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 incomplete Lift	
11	Penalty for delay in providing service	As per Section II, clause 21.3B page 21	
12	Service facility	Shall be available at Mumbai and approachable on telephone, mobile.	
13	Annual maintenance charges	a. Percentage of Basic price of AMC charges on which GST is applicable_____	
		b. Rate of GST on above_____	

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

Place  
Date

--

Signature & Seal of

Contractor

Name & Designation :

Signature of Contractor

with Seal



**Annexure 3**

**Proforma for Details of Principal Banker / other Bankers**

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

Signature of the Tenderer : -----

Date: -----

Signature of Contractor

with Seal

**Annexure 4**

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

Date : -----

The Deputy General Manager, ( Estate )  
State Bank of India  
State Bank Bhavan  
Madame Cama Road,  
Mumbai-400021.

Dear Sir,

**Tender for supply and installation of electrical lifts at Madhuban, Nariman Point  
Mumbai -400021.**

We hereby undertake to maintain the lifts installed by us in your senior officers quarters at Madhuban, Nariman Point, Mumbai, 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**

Signature of Contractor

with Seal

**Annexure 5**

*Proforma of Bank Guarantee For Security Deposit*

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

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

Date \_\_\_\_\_

The Deputy General Manager, Estate  
State Bank of India  
State Bank Bhavan  
Madame Cama Road,  
Mumbai-400021

Dear Sir

In consideration of your agreeing to accept the security deposit of INR \_\_\_\_\_ (INR \_\_\_\_\_ only) furnish able to you by Messrs \_\_\_\_\_ (hereinafter referred to as “the Contractor”) in terms of their contract with you for Design, supply, installation, testing & commissioning of 2 Nos of passenger lifts for Madhuban, Nariman Point, Mumbai - 400021 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.

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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.

Signature of Contractor

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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)

Signature of Contractor

with Seal

**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

**End of Document**

Signature of Contractor

with Seal