



पंजाब नैशनल बैंक  
...भरोसे का प्रतीक !



punjab national bank  
...the name you can BANK upon !



GAD, ZO: Mumbai, 11<sup>th</sup> floor, Dalamal House, Nariman Point, Mumbai:400021,

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## PART-A

### (TECHNICAL BID)

**REPLACEMENT OF 01 NO. LIFT IN RESIDENTIAL BUILDING, SILVER LINE APARTMENT, MILITARY ROAD, MAROL, ANDHERI (EAST), MUMBAI.**

**CLIENT:  
PUNJAB NATIONAL BANK,  
ZONAL OFFICE: MUMBAI  
11<sup>TH</sup> FLOOR, DALAMAL HOUSE  
NARIMAN POINT, MUMBAI: 400021**

## **1. INTRODUCTION**

Punjab National Bank (PNB) (The Bank) a Public Sector Bank, constituted under the Banking Companies (Acquisition & Transfer of Undertaking) Act 1970, commenced its operations on April 12, 1895 to undertake Banking activities. The Bank enjoys strong fundamentals, large franchise value and good brand image.

## **2. DISCLAIMER**

The information contained in this tender document or subsequently provided to Bidder/s, whether verbally or in documentary form by or on behalf of the Punjab National Bank or any of their representatives, employees or advisors (collectively referred to as — Bank Representatives), is provided to Bidder(s) on the terms and conditions set out in this tender Document and any other terms and conditions subject to which such information is provided. This document shall not be transferred, reproduced or otherwise used for purpose other than for which it is specifically issued.

This tender Document is to provide the Bidder with information to assist the formulation of their Proposal. This tender Document may not be appropriate for all persons, and it is not possible for the Bank Representatives, their employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this tender or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the tender and any assessment, assumption, statement or information contained therein or deemed to form or arising in any way for participation in this bidding process. The Bank also accepts no liability of any nature whether resulting from negligence or otherwise, however caused arising from reliance of any Bidder upon the statements contained in this tender.

The Bidder is expected to examine all instructions, forms, terms and specifications in the bidding Document. Failure to furnish all information required by the bidding Document or to submit a Bid not substantially responsive to the bidding Document in all respect will be at the Bidder's risk and may result in rejection of the Bid.

The Bank Representatives may in their absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this tender Document.

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## NOTICE INVITING TENDER

**Reg: - Replacement of 01 no. Lift in residential Building, Silver Line Apartment, military road, Andheri (East), Mumbai.**

Punjab National Bank (PNB), ZO: Mumbai, invites E-tenders (two bid systems) for **replacement of 01 no. Lift in residential Building, Silver Line Apartment, military road, Andheri (East), Mumbai, who fulfil the eligibility criteria** mentioned in tender documents.

Tender documents may be downloaded from our official website [www.pnbindia.in](http://www.pnbindia.in) & bank's e-Tendering website <https://etender.pnbnet.in/login>.

The tender cost fee of **Rs.1,180/-** in the form of Demand Draft shall be submitted by bidders in a separate envelope along with EMD in Envelope No.1.

The Bidders intending to participate in this tender are required to get enrolled on the bank's website i.e. <https://etender.pnbnet.in/login>. Enrolment on the above mentioned website is mandatory.

As the bids of the Bidders have to be digitally signed by the Digital Certificate of the respective Bidder before submitting the bids online, the bidders are advised to obtain Digital Certificates in order to bid for the tender.

The Tender Documents containing detailed terms & conditions can be downloaded online directly from the portal <https://etender.pnbnet.in/login> as per tender schedule attached and shall be submitted online.

Bidders may submit their queries regarding any technical clarification up to 17:00Hrs before 25.04.2022 through e-mail: [zomumgad@pnb.co.in](mailto:zomumgad@pnb.co.in); Standardized documents may be downloaded from the "Corrigendum / Addendums" section of the above mentioned portal up to 15:00 Hrs on **26.04.2022** after clarification on queries. No deviation on the above will be entertained by the bank there after.

Based on the clarification of conditions by the bank, the intending bidder will submit their unconditional acceptance on the prescribed format along with tender document.

### Submission of Tender

Bidders are required to submit their bids in the two envelope system as detailed under.

### Envelope No.1- Tender Cost & EMD

Envelope No.1 shall contain Tender Cost of **Rs.1,180/-** (INR One Thousand One Hundred & Eighty only), in the form of crossed DD which shall be non-refundable & Earnest money deposit in the form of Crossed **Demand Draft of Rs 30,820/- (INR Thirty Thousand Eight Hundred & Twenty only)** in favour of Punjab National Bank payable at **Mumbai** which will be refunded to unsuccessful bidders on completion of tender process. This envelope shall be super scribed "**Envelope No. 1- Earnest**

**Money Deposit and Tender Cost for Bid: Replacement of 01 no. Lift in residential Building, Silver Line Apartment, military road, Andheri (East), Mumbai”.**

## **Envelope No. 2 – Technical Bid**

Envelope No. 2 shall contain technical bid (one set of duly signed tender document except commercial bid). Each page and correction duly signed by Bidders including tender form duly filled in with complete details and descriptions. Bidder shall submit supporting documents in support of eligibility criteria as mentioned in tender documents. This envelope shall be super scribed **“Envelope No. 2 - Technical Bid for: Replacement of 01 no. Lift in residential Building, Silver Line Apartment, military road, Andheri (East), Mumbai”.**

### **Big Envelop:**

In this envelop shall contain envelop No.1 & 2. This envelope shall be super scribed **“Bid for: Replacement of 01 no. Lift in residential Building, Silver Line Apartment, military road, Andheri (East), Mumbai”.**

### **Commercial bid**

Commercial bid shall be submitted **online only**. No physical copy of commercial bid (price bid) shall be submitted by bidder along with tender documents.

The price bid of technically eligible bidder who meets the eligibility criteria stipulated in tender documents will be opened online in the presence of participated or representatives of participated bidders. Date for opening of commercial bids will be intimated later.

All disputes arising out of or in connection with this agreement shall deem to have arisen at Nagpur and only the courts of Nagpur shall have the jurisdiction to determine the same.

- Last date for downloading the tender document (as per tender schedule).
- Last date for Bid Preparation and Hash Submission (as per tender schedule).
- Last date for Bid Submission (as per tender schedule).

**Please note that bid preparation, hash submission and re-encryption are compulsory activity, failing which bidder will not be able to submit the bids online.**

Please note that for tendering procedure through the electronic tendering system, refer to the instructions for using the Electronic Tendering System document available along with the tender documents on <https://etender.pnbnet.in>.

Sealed tenders as above will be received by the office of Chief Manager, Punjab National Bank, ZO: Mumbai, 11<sup>th</sup> floor, Dalamal House, Nariman Point, Mumbai: 400021 up to 14:00 hours on **27.04.2022** and Envelope no.1 (Tender Cost & EMD) and technical bid (Envelope No.2) will be opened on **28.04.2022** at 1500 Hrs.

Tenders received late on account of any reason whatsoever and telegraphic tenders will not be entertained. The tender not accompanied by the Earnest Money & Tender Cost deposited by Demand Draft are liable to be rejected as NON-RESPONSIVE.

The Tender shall be valid for a period of 90 days after the date of opening of Commercial Bid (online).

The Bank will not be bound to accept the lowest tender and reserves the right to accept or reject any or all the tenders without assigning any reasons whatsoever.

Interested Bidders are requested to send the email to **zomumgad@pnb.co.in**, containing following information, so that in case of any clarification same may be issued to them.

- a) Name of company
- b) Contact person
- c) Mailing address with Pin Code
- d) Telephone No
- e) Fax No
- f) Email address
- g) Mobile No

Yours faithfully,  
FOR & ON BEHALF OF PUNJAB NATIONAL BANK  
**Chief Manager**

### IMPORTANT BID DETAILS

1.	TENDER REFERENCE	<b>ZO/MUM/GAD/LIFT/2022-23</b>
1.1	Name of work	<b>Replacement of 01 no. Lift in residential Building, Silver Line Apartment, military road, Andheri (East), Mumbai.</b>
2.	Date of commencement of Tender download	As per schedule available on tender site
3.	Last date and time of acceptance of queries	25.04.2022 up to 17.00 hrs
4.	Last date and time downloading tender	As per schedule available on tender site
5.	Bid preparation and Hash Submission	As per schedule available on tender site
6.	Last Date for Bid Re-Encryption & Bid Submission	As per schedule available on tender site
7.	EMD & Technical Bid opening.	28.04.2022 from 15:30Hrs
8.	Cost of Tender Document	<b>Rs.5,900/- (INR Five Thousand Nine Hundred Only) (inclusive of GST)</b> (non refundable) in the form of crossed Demand Draft, in favour of Punjab National Bank payable at Mumbai. * Firms registered under SMEs for Sales & Services of Lifts would be exempted from submission of Tender Fee /cost.
9.	Earnest Money Deposit (EMD) Amount	<b>Rs.30,820/- (INR Thirty Thousand Eight Hundred &amp; Twenty only)</b> in the form of crossed Demand Draft in favour of Punjab National Bank payable at Mumbai. In case of unsuccessful bidder, EMD will be returned after completion of bid process (without interest) * Firms registered under SMs for Sales & Services of Lifts would be exempted from submission of EMD.

10.	Estimated Cost of Work	<b>Rs. 15.41Lakh inclusive of GST</b>
11.	Validity of Tender	90 Days from the date of opening of commercial bids.
12.	<b><u>Completion period</u></b>	03 Months from the date of handing over of site or acceptance of award whichever is later.
13.	Commencement of work	Date of commencement shall be either two weeks from the date the acceptance letter is issued to the Successful Bidder or the day on which Successful Bidder is instructed to take possession of the site whichever is later.
14.	Date of Completion	Date of completion shall be arrived at after adding the time allowed for the execution of the work to the date of commencement.
15.	Place of opening of Bids	GAD, ZO: Mumbai 11 <sup>th</sup> floor, Dalamal House Nariman Point, Mumbai: 400021
16.	Contact Details	Chief Manager GAD, ZO: Mumbai 11 <sup>th</sup> floor, Dalamal House Nariman Point, Mumbai: 400021
17.	Liquidated Damages	1% per week of awarded value subject to maximum ceiling of Security Deposit (10% of awarded value.)
18.	Payment	50% after initial inspection and delivery of materials at site in good condition on pro-rata basis. 40% of awarded value after successful installation. 10% of awarded value after handing over to the department for beneficial use.
19.	Performance Security	3% of Basic, awarded value. (Has to be deposited by successful bidder along with submission of acceptance letter, within 03 days of issue of award letter).
20.	Forfeiture of EMD	EMD of successful Bidder will be forfeited, if the successful Bidder withdraws or amends its bid or impairs or derogates from the bid in any respect within the validity period of bid. Further, if the successful Bidder fails to furnish the required performance, if prescribed, within the specific period, its EMD will be forfeited
21.	Refund of EMD	EMD of unsuccessful Bidders will be refunded after completion of bidding process subject to



		submission of request letter on Company Letter head whereas; EMD of successful Bidder will be refunded immediately after furnishing of Initial Security Deposit (ISD).
22	Refund of PS	PS amount will be paid to the Successful Bidder within 14 days after completion of DLP/Warranty period, if no defects are found during DLP/Warranty period or successful Bidder attended and rectified the defects if any observed.
23	Forfeiture of PS	PS of successful bidder will be forfeited, if the successful bidder fails to execute the work within stipulated time/extended time.
24	Period of final measurement	Within one months after completion of work.
25	DLP/Warranty/Guarantee Period	12 months from date of handing over of lift and including maintenance during warranty period.
26.	Tax deduction at source	As per prevailing rates from each bill.
27.	Mobilization Advance	No mobilization advance shall be paid for this work.
28.	Undertaking	The bidder should have to give an undertaking that they will continue to maintain the lifts and supply of spares for the period of 10 years after date of commissioning.
29	Corrigendum	The corrigendum related to this tender, if any, will be published on Bank's website only.
30.	Time period for submission of General Arrangement Drawing (GAD) in triplicate for approval from the Bank. The purpose of this drawing is to clearly indicate the pertinent dimensional details of the Elevator shaft, pit, machine room, car and landing entrances etc.	15 days from the date of acceptance of award letter/work order
31	Time period for submission of work plan	15 days from the date of approval of General Arrangement Drawing (GAD).
32	Delivery of materials at site	30 days from the date of handing over of site.

Bank will be following the e-tender process. The complete details of the requirements for participation in the e-tender process of the bank are given in the website <https://etender.pnbnet.in>, which may be referred for details & clarification. It is essential for the bidder to be registered on our website to be able to submit the bid online also.

Note: - Technical bids will be opened in the presence of bidders who choose to attend as above. The above schedule is subject to change. Notice of any changes will be published on Bank's website ([\*\*www.pnbindia.in\*\*](http://www.pnbindia.in) & [\*\*https://etender.pnbnet.in\*\*](https://etender.pnbnet.in)) wherever feasible. Further, please note that commercial bid opening date, time will be intimated to the technically qualified bidders at a later date.

## LETTER OF SUBMITTING TENDER

Chief Manager  
GAD, ZO: Mumbai  
11<sup>th</sup> floor, Dalamal House  
Nariman Point, Mumbai: 400021

Dear Sir,

With reference to the tender invited by you for **replacement of 01 no. Lift in residential Building, Silver Line Apartment, military road, Andheri (East), Mumbai.** I/ We do hereby offer to execute the work under contract at the respective rates mentioned in the schedule of quantities. I/ We have seen the site understood the general conditions. I/ We agree to execute the work as per specifications general conditions of contract, special conditions, additional conditions, schedule of quantities etc.

I/ We have deposited earnest money **Rs.30,820/- (INR Thirty Thousand Eight Hundred & Twenty only)** by crossed Demand Draft which amount is not to bear any interest. I/ We do hereby agree that this sum shall be forfeited by you in the event our tender is accepted and I/ We fail to execute the contract when called upon to do so.

I/ We understand that you are not bound to accept the lowest or any tender that you receive.

Yours faithfully,

(CONTRACTORS)

Date: -----

### Eligibility Criteria

**This invitation of bid is open to all lift Companies (OEMs) having presence in India who fulfil the eligibility criteria as mentioned below.**

<b>S. No.</b>	<b>Eligibility Criteria</b>
1	Bidder should be any OEM of lift Companies who's registered/branch office is located in India. Bidder to submit the copy of certificate of incorporation or any other certificate of registration issued by competent authority and proof of address (Company should be at least 07 yrs old).
2	Bidder should have average annual turnover during the last 3 years, ending 31 <sup>st</sup> March of 2021, should be 30% of the estimated cost. Bidder to submit GST No, Balance sheets along with Trading Profit & Loss Account statement of the last three financial years.
3	<p>Bidder should have experience of having successfully completed similar works (SITC of Lifts in the buildings of Banks/State or Central Govt./Public Sector organization/ reputed Ltd. companies during the last 7 years ending 31<sup>st</sup> May, 2021 (Between 01.05.2014 to 31.05.2021) should be either of the following:</p> <ul style="list-style-type: none"><li>a. Three similar completed works costing not less than amount equal to 40% of estimated cost.</li><li>b. Two similar completed works costing not less than amount equal to 50% of the estimated cost</li><li>c. One similar completed works costing not less than amount equal to 80% of the estimated cost.</li></ul> <p><b>Similar work: SITC &amp; CAMC of lifts, installed in buildings of Banks/ State or Central Govt./ Public Sector organization/ reputed Ltd. companies.</b></p> <p>Bidder to submit copy of work completion certificate for completion of awarded work and Performance certificate from employer as evidence of satisfactory performance of work.</p>

## ARTICLES OF AGREEMENT

This Agreement is made at Mumbai on..... Day of..... 2022 between Punjab National Bank (ZO: Mumbai, Dalamal House, Nariman Point, Mumbai: 400021) a Body Corporate, constituted under the Banking Companies (Acquisition and transfer of undertakings) Act 1970, having its Head Office at Plot No 4, Sector -10, Dwarka, Delhi-110075 (hereinafter called the "Bank", which term shall, wherever the context so permits, mean and include its successors and assigns) of the one part

&

..... (Herein after called "the Bidder") of the other part.

WHEREAS the Employer is desirous of **replacement of 01 no. Lift in residential Building, Silver Line Apartment, military road, Andheri (East), Mumbai** and has vide letter of acceptance dated ..... accepted a bid by the Bidder for the execution, completion, and maintenance of such works.

NOW THIS AGREEMENT WITNESSES AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meaning as are respectively assigned to them in the said conditions of contract hereinafter referred to.
2. The following documents and the terms & conditions contained therein shall form and construe as integral part and parcel of this agreement viz.
  - a) Original tender documents.
  - b) Relevant correspondence (all letter/ correspondence) forming parts of contract and referred to in acceptance letter.
  - c) Acceptance letter
  - d) Bill of quantities
  - e) Other additional documents as required
  - f) Corrigendum, if any.
3. The aforesaid documents shall be taken as complementary and mutually explanatory of one another, but in the case of ambiguities or discrepancies the latest documents issued by the Bank shall prevail over the earlier documents.
4. In consideration of payment to be made by the employer to the Bidder as hereinafter mentioned, the Bidder hereby covenants with the employer to perform execute, complete and maintain the work in conformity in all respects with the provision of the contract.
5. It is also agreed that bank may, in the event of termination of contract as provided herein having regard to exigencies of matter, arrange maintenance/ repair/ replacement of parts etc. in discretion from any other source/ agency from the date

of notice. In the event of termination of contract for non-satisfactory performance of the contract, the security deposit made by Bidder shall stand forfeited. The Bank is not liable to pay any interest on the security deposit made by the Bidder.

6. The contract includes **replacement of 01 no. Lift in residential Building, Silver Line Apartment, military road, Andheri (East), Mumbai followed by one year of Guarantee/Warranty period from the date of handing over of lift. After completion of Guarantee/Warranty, Successful Bidder will enter into CAMC for the period of 05 years which will be renewed on annual basis.**
7. The employer hereby covenants to pay the Successful Bidder in consideration of the execution, completion and maintenance of the work such sums as shall become payable hereunder at the time(s) and in the manner prescribed in the said conditions and price schedule of quantities / bill of quantities prescribed in the contract.
8. All disputes or differences whatsoever arising between the parties shall be settled amicably. If parties are not able to solve amicably, the same shall be settled by arbitration in accordance with the Arbitration and Conciliation Act 1996. Venue of arbitration shall be Nagpur. Arbitration shall be conducted by the sole arbitrator.

IN WITNESS, whereof the parties hereto have caused their respective common seals to be hereunto affixed (or have hereunto set their respective hands and seals) the day, month and year first above written.

SIGNED SEALED AND DELIVERED BY THE

Said \_\_\_\_\_

(Name  
On behalf of the contractor

Said \_\_\_\_\_

(Name  
On behalf of the Employer

In the presence of

Name:

Address

in the presence of

Name:

Address

## **INSTRUCTION TO BIDDERS**

1. Time is the essence of the contract and the tender are required to complete the work in all respects within the stipulated time of completion and hand over the same, complete in all respects to the satisfaction of the Client.
2. The tender should contain not only the rates but also the value of each item of work entered in the prescribed column of the Bill of Items. The rates quoted by the Bidders should be expressed accurately both in words and figures so that there is not discrepancy. All corrections in the tender shall be duly attested by initials of the Bidder. Corrections if not attested, entail rejection of tender. The rates quoted by the Bidder in item rate tender will be the basis (and not the amounts in case of discrepancies) in finalising the tender.
3. It shall be clearly understood that the rates quoted in the tender are to be for complete work at site as per instructions to Bidders, conditions of contract, special conditions of contract specifications and also for all such works as are necessary for the proper completion of the contract. The rates shall be firm and shall not be subject to cost escalation on account of labour and material and labour conditions or any other reason whatsoever.
4. Every page of the tender shall be signed on the bottom of left hand side and any tender not so completed is liable to be treated as defective and liable to be rejected.
5. The successful Bidder will be notified about the acceptance of his tender by the employer and he will execute agreement within 10 (ten) days thereof, failing which his tender would be liable to rejection with forfeiture of the Earnest Money Deposit.
6. The contract will be governed by the Indian Contract Act, Indian Sale of goods Act and all other relevant laws. All payments due to the Successful Bidder under the contract will be made in Indian Rupees Currency.
7. The rates quoted shall be for complete work at site and should be inclusive of Incidentals expenses necessary for carrying out the work. The rates shall be inclusive of GST as applicable or any other tax or duty levied by any Government or Public bodies. The rates shall be firm and shall not be subject to cost escalation of labour and material and exchange variations, labour conditions or any other conditions whatsoever.
8. The employer does not bind itself to accept the lowest or any tender or to assign any reason thereof and also reserves the right of accepting the whole or part of the tender. The part acceptance will not violate the terms and conditions of the contract and will execute the work at the specified rates without any extra charges or compensation.
9. Tax deductions will be made as per the prevailing rates from the RA bills.

## **GENERAL CONDITIONS OF THE CONTRACT**

1. **Extent of contract:-** The Successful Bidder shall supply at his own cost all material implements, ladders, cordage, tackle, scaffolding and temporary works required for the proper execution of the work whether original, altered or substituted and whether included in the specifications or other documents forming part of the contract or referred to in these conditions or not and which be necessary for the purpose of satisfying of conditions he is entitled to be satisfied which he is entitled to require together with carriage therefore to and from the work. The Successful Bidder shall also supply survey instruments and other materials necessary for the purpose of setting out works, and counting weighing and assisting to the measurement or examinations at the site any time and from time to time of the work material, falling his so doing the same be provided by the engineer-in-charge at the expense of the Successful Bidder and the expenses be deducted from any money due to the Successful Bidder under the contract from his security deposit or the proceeds of sale thereof. The Successful Bidder shall also provide a sufficient portion of fencing and lights required to protect the public from accident, and shall be bound to bear the expenses of defence brought by any person for injury sustained owing to neglect of the above precautions and to pay any damage and costs which be awarded in any such suit, action or proceedings to any such person or which with the consent of the Successful Bidder be paid to compromise any claim by any such person. In no case, the employer shall be as a party to any such claim/claims and the Successful Bidder shall indemnify the employer against any claim for any person on this account.

2. **Sufficiency of Tender**

The Successful Bidder shall be deemed to have satisfied himself before tendering to the correctness and sufficiency of his tender for the work and of his prices for the work and of his prices stated in the schedule, which shall, except in so far as it is otherwise provided in the contract, cover all his obligations under the contract and all matters and things necessary for the proper completion and maintenance of the work.

3. **Assignment or Sub Letting of Contract**

The Successful Bidder shall not assign the contract or any part thereof or any benefit or interest therein or there under or any claim arising out of the contract to any other party without the prior written consent of the Bank.

4. **Power to make Alterations**



The Bank Engineer-In-Charge shall have power to make any alterations or additions to the stipulated specifications, drawings, designs, and in striations that my appeal to him to be necessary or, advisable during the progress of the work and the Successful Bidder shall have no claim for compensation on account of such alterations or additions. The Successful Bidder shall be bound to carry out the work in accordance with any instructions which be given to him in writing signed by the Bank official and such alterations shall not invalidate the contract and any additional work which the Successful Bidder be directed to do in the manner above specified as part of the work shall be carried out by the Successful Bidder on the same conditions in all respects on which he agreed to do the main work and at the same rates as are specified in the tender for the main work. The time for the completion of the work shall be extended in the proportion that the additional work bears to the original contract work.

**5. Works subject to approval of Bank Authorities**

All works to be executed under the contract shall be subject to approval of the Bank Authorities who shall be entitled to direct at what point or points and in what manner they are to be commenced and from time to time carried on.

**6. Execution of work**

**Deployment of Supervisor:** - The Successful Bidder will deploy Company Supervisor for carrying out the work as per detailed scope of work. Bank will not allow for carrying out work without presence of Supervisor.

**Setting outs:-** The Successful Bidder shall be responsible for the true and proper setting out of the works in relation to the original points, lines and levels of reference given by the dealing Bank Officials in writing and for correctness subject as above mentioned of all the positions, levels dimensions and alignments of all parts of the work and for the provision of all necessary instruments, appliances and labour in connection therewith. If at any time during the progress of the work any error shall appear or arises in any part of the work, the Successful Bidder on being required to do so by their representatives. The checking of the work by the representative shall not in any way relieve the Successful Bidder from his responsibilities of carrying out the work as per the best practices.

**Work to be to the satisfaction of the Bank:** - The Successful Bidder shall execute, complete and guarantee the work in accordance with the contract to the satisfaction of the Bank and shall comply with the here to their instructions & directions concerning the work.

**Engagement of Labour:-** The Successful Bidder shall employ labour in sufficient numbers either directly or through subcontractors, where such sub-letting is permitted to maintain the required rate of specified in the contract and to the satisfaction of the architect. The Successful Bidder shall not employ in connection with the works any person who has not completed his 18 years of age or as per provisions of respective laws.

The Successful Bidder shall comply with the provisions of the payment of Wages Act, 1936; Minimum Wages Act, 1948; Act, 1947; Maternity Benefit Act, 1961 and Mines Act, 1938, Labour Contract (Regulations & Abolishing) Act or Rules, or any modifications thereof or any other law relating thereto and rules made there under time to time. The Successful Bidder shall indemnify the employer against any payment to be made under and for observance of the Regulation aforesaid without prejudice to his right to claim indemnify from his sub-contractors.

The Successful Bidder shall provide and maintain at his own expenses all rights, guards, fencing and watching when and where necessary or required by the Resident Engineer for the protection of the works or for the safety and convenience of those employed on works or the public.

**Disruption of Progress:-** The Successful Bidder shall give written submissions to the Bank whenever planning or progress of the works is likely to be delayed or disrupted unless any further drawings or order, including a direction, instruction or approval is issued by the Bank within a reasonable time. The written submission shall include details of the drawing or order required and by when if is required and of any delay or disruption likely to be suffered if it is late. If, by reason of any failure or inability to issue within a time reasonable in all the circumstances any drawings or order requested by the Successful Bidder and the work suffers delay then the Bank shall take such delay into account in determining any extension of time to which the Successful Bidder is entitled under provisions of contract hereof, however no other compensation will be admissible on this account.

**Rectification of Defects:** - if, it shall appear to the Bank or his representative in-charge of the works that any work has been executed with unsound, imperfect or un-skilful workmanship or material or any inferior description, the Successful Bidder shall, on demand, in writing specifying the work material or articles complained of shall rectify or remove and reconstruction work so specified in part, as the case require.

**Inspection of work:-** All work under or in course of execution or executed in pursuance of the contract shall at all times be open to inspection and supervision of the Bank or it's representative and the Successful Bidder shall at all times with reasonable notice or the intention of the Bank or it's representatives to visit work shall have been given to the Successful

Bidder, either himself be present to receive orders and instructions, or have responsible agent duly accredited in writing present for that purpose. Orders to the Successful Bidder's agent shall be given to the Successful Bidder's himself.

**Preparation of Implementation Programme Schedule:** - As and when sufficient planning information is available, the Successful Bidder in consultation with the Bank shall prepare a programme schedule of the activities. Successful Bidder should prepare bar-charts & articles path method analysis of the light of the tendered quantities and their rates respectively. Under no circumstances shall this schedule be prepared later than one week of finalisation of contract. Throughout the work, all programmes, schedules and charts shall be revised wherever any significant change occurs. The Successful Bidder shall also submit weekly progress chart to the Bank.

**Site Order Book:** - The Successful Bidder shall maintain a Site Order Book at the site of the works wherein the instructions of the Bank dealing Officer/ Project Manager or their representatives shall be reasoned. The site order book shall be the property of the employer and the instructions recorded therein shall be deemed to have the same force and effect as if they had been given to the Successful Bidder himself. The contractor or his representative on the site must sign the book in taken of his having persuade the orders given therein.

**Hindrance Register:** - A Hindrance Register shall be maintained at the site of work wherein the Successful Bidder shall notify the items affected and the execution of work, the date on which the delay was cleared. These entries shall be initiated by the Project Manager & Bank Official as well.

**Suspension of Work:** - The Successful Bidder shall on the written order of Project Manager on written recommendation of the Site Supervisor suspend the progress of the work or any part thereof for such time or time and in such a manner as the Project Manager consider necessary and shall during such suspension properly protect and secure the work as considered necessary in the opinion of the Project Manager or their representative-in-charge of the work. No compensation shall be payable to the Successful Bidder on what so ever account for the suspension of work.

**Extension of time for completion:-** If the Successful Bidder desire an extension of the time for completion of the work, on his having been unavoidably hindered in its execution or on any other ground, he shall apply in writing to the Bank starting of the hindrance on account of which he desires such extension as aforesaid. The employer shall, if, in his opinion, will

authorise, such extension of time, if any, as in his opinion be necessary or proper extension granted shall be without prejudice to the right of the Employer to recover compensation for delay.

**Liquidated Damages for Delay (LD):-** The times and date stipulated in the contract for the completion of the work or any part or stage thereof shall be deemed to be the essence of the contract. The work shall, throughout the stipulated period of the contract, be carried out with all diligence. If the Successful Bidder fails to complete the work within the time prescribed or within the extended time under the contract, he shall pay to the Employer on demand amount without prejudice to other rights and remedies the Employer have against the contractor, @1% of awarded value per week as liquidated damages for such fault, if the work remain unfinished after the stipulated date of completion provided that the total liquidated damages payable shall not exceed 10% of the accepted contract price. The Employer, without prejudice to any other method of recovery, deduct the amount of such damages from any money due or which become due to the Successful Bidder. The recovery or deduction of such damages shall not relieve the Successful Bidder from any obligations and liabilities under the contract.

**Defects Liability Period (DLP)/Warranty/ Guarantee period:** - 12 months from the certified date of virtual completion, issued jointly by Bank & successful Bidder's representatives.

Whenever the Bank is of the view that the defects is in the workmanship and/or materials used are likely to be apparent only over a long period, the period may be extended as deemed fit.

**Approval of Materials:** - The Successful Bidder would bring samples of necessary materials as per the directions given & would get them approved prior to execution of work.

**Earnest Money Deposit (EMD):-** About 2% of the estimated cost of the project in the form of crossed Demand Draft in favour of Punjab National Bank payable at Mumbai. In case of unsuccessful bid, EMD will be returned after completion of bid process (without interest).

\* Firms registered under SMEs for Sales & Services of Lifts would be exempted from submission of EMD.

**Refund of EMD:-** EMD of unsuccessful Bidders will be refunded after completion of bidding process subject to submission of request letter on Company Letter head whereas; EMD of successful Bidder will be refunded immediately after furnishing of Performance Security.

**Forfeiture of EMD:-** EMD of successful Bidder will be forfeited, if the successful Bidder withdraws or amends its bid or impairs or derogates from

the bid in any respect within the validity period of bid. Further, if the successful Bidder fails to furnish the required performance, if prescribed, within the specific period, its EMD will be forfeited.

**Refund of Performance Security (PS):-** PS amount will be paid to the Successful Bidder within 14 days after completion of DLP\Warranty period, if no defects are found during DLP\Warranty period or successful Bidder attended and rectified the defects if any observed.

**Forfeiture of Performance Security (PS):-** SD amount will be paid to the Successful Bidder within 14 days after completion of DLP\Warranty period/Guarantee period, if no defects are found during the said period or successful Bidder attended and rectified the defects if any observed.

**Period of final measurement:** -The entry for the period of final measurement of the completion shall be made after taking into account the availability for carrying out measurement. The maximum period for final measurement shall be 03 (three) months from the date of virtual completion of the work.

**Final Bill:-** Final bill supported with consolidated measurement of the full work executed shall be submitted by the Successful Bidder within 1 month of completion of work.

When the final bill verified and corrected, the Bank will give seven days' notice to the Successful Bidder to countersign the bill in token of acceptance, the Successful Bidder shall countersign the bill within the above seven days or intimate in writing his intention to dispute. If the Successful Bidder fail to take appropriate action as above within the period prescribed, the bill finalised by the Bank shall be final and binding on the Successful Bidder and the Successful Bidder shall have no right to dispute the same.

**Rates for extra Additional, Altered or Substituted work:-** The rates for additional, altered or substituted work shall be worked out in accordance with the following provisions in their respective order:-

a. If the rates for similar additional, altered or substituted work and directly available in the contract for the work, the Successful Bidder is bound to carry out the work at the same rates as are available in the contract for the work.

b. If the rates for additional, altered or substituted work are not directly available in the contract for the work the rates will be derived from the rates for a similar class of work as are specified in the contract for the work.

c. If the rates for additional, altered or substituted work are not directly available in the contract for the work the rates will be derived from the rates for a similar class of work as are specified in the contract for the work.

If the rates for the altered, additional or substituted work cannot be determined in the manner specified in sub-clause (a) to (b) above, then the Successful Bidder shall within three days of the date of receipt of order to carry out the work, inform the Bank of the rate which it is intended to charge for such works supported by analysis of the rate or rates

claimed. Rates finalized and approved by the Bank on the basis of these details will be final and binding. However, the Bank by notice in writing will be at liberty to cancel his order to execute such work and arrange to carry it out in such a manner as he deem advisable, but under no circumstances shall the Successful Bidder suspend the work once ordered in writing on the plea of non-settlement of rate.

**Reimbursement of Variation in Price:-** Prices and rates quoted by the bidders shall be considered as firm for the complete work and entire duration of the contract. No claim for extra payment due to any rise in rates of raw material and labour or due to whatsoever reasons shall be considered, not even for extended period of completion.

**Remedy on Contractor's failure to carry out the work required:-** If the Successful Bidder shall fail to do any such work as aforesaid required by the Bank shall be entitled to carry out such work which the Successful Bidder should have carried out, at the Successful Bidder's own cost. The Bank shall be entitled to recover from the contractor the cost thereof or deduct the same from any money due or that become due to the Successful Bidder.

**Contract Valid during Guarantee/warranty period/DLP:-** This contract shall remain valid and in force until the expiry of Guarantee period of one year from the date of issue of virtual completion certificate

**Termination of the Contract:-** If at any time after the commencement of the work the employer for any reason whatsoever does not require the whole or part thereof as specified in the tender to be carried out, Bank shall give notice in writing of the fact to the Successful Bidder who shall have no claim to any payment or compensation whatsoever on account of any profit or advantage, which would have derived from the execution of the work in full, but which he did not derive in consequences the full amount of the work not having been carried out, neither shall he have any claim nor compensation by reason of any alterations having been made in the original specification, or the designs and instruction on which shall involve any containment of the work originally contemplated.

**Jurisdiction:-** The Successful Bidder and its operation shall be governed by the law of India for the time being in force, irrespective of the place of delivery of materials the place of execution of work or place of payment under this contract shall be deemed to have been entered into at Nagpur.

**Bye Laws of Local Authorities:-** The Successful Bidder shall conform to the provisions of any Government Acts/rules/guidelines etc which relate to works and to the regulations and bye laws of any local authorities. The Successful Bidder shall give all such notices required by the said Act or Laws, etc., and pay all fees payable to such authorities and allow for these contingencies in his tendered rates including fees for encroachment, stacking charges, costs of restorations, etc., and all other fees payable to the local authorities. The contractor shall keep the employer indemnified

against all penalties and liabilities for every hand of breach of any such Act, Rules, Regulations or Bye-laws. Successful Bidder shall comply with all laws and statutory regulations dealing with the employment of labour such as: -

- a. The payment of wages Act, 1936
- b. The Minimum Wages Act, 1938
- c. The Workmen Compensation Act, 1923
- d. The Contract Labour (Regulations & Abolishing) Act.
- e. The employer's liabilities Act, 1938
- f. Industrial Dispute Act, 1938
- g. Maternity Benefit Act, 1961
- h. The Employees State Insurance Act, 1948

Safety code, labour welfare Act or rules or any modification thereof any other laws and regulations framed by the Competent Legislative Authorities from time to time.

### **ARBITRATION**

1. All disputes arising out of or in connection with this agreement shall be deemed to have arisen in Nagpur and only the courts of Nagpur shall have the jurisdiction to determine the same.
2. All disputes or differences of any kind whatsoever which shall at any time arise between the parties hereto touching or concerning the works or the execution or maintenance thereof of this contract or the rights touching or concerning the works or the execution of maintenance thereof this contract or the construction remaining operation or effect thereof or to the rights or liabilities of the parties or arising out of or in relation there to whether during or after determination for closure or breach of the contract (other than those in respect of which the decision of any person is by the contract expressed to the final and binding) shall after written notice by either party to the contract to the other of them and to the Employer hereinafter mentioned be referred for adjudication to a sole arbitrator to be appointed as hereinafter provided.
3. For the purpose of appointing the sole Arbitrator referred to above, the Employer will send within thirty days of receipt of the notice, to the Contractor a panel of three names of persons who shall be presently unconnected with the organization for which the work is executed.
4. The Successful Bidder shall on receipt of the names as aforesaid, select any one of the persons named to be appointed as a sole Arbitrator and communicate his name to the Employer within thirty days of receipt of the names. The Employer shall thereupon without any delay appoint the said person as the Sole Arbitrator. If the Successful Bidder fails to communicate such selection as provided above within the period specified, the component authority shall make the selection and appoint the selected person as the Sole Arbitrator.
5. If the Employer fails to send to the Successful Bidder the panel of three names as aforesaid within the period specified, the Successful Bidder shall send to the Employer a panel of three names of persons who shall all be unconnected with either party. The Employer shall on receipt of the names as aforesaid select any one of the

persons named and get appointed him as a Sole Arbitrator. If the Employer fails to select the person and appoint him as the Sole Arbitrator within 30 days of receipt of the panel and inform the Successful Bidder accordingly, the Successful Bidder shall be entitled to appoint one of the persons from the panel as the Sole Arbitrator and communicate his name to the Employer (bank).

6. It is also a term of contract that if the Successful Bidder does not make any demand of arbitrator in respect of any claim, within 90 days of receiving the intimation from the Bank that the final bill is ready for payment, the claim, if any received after 90 days period, shall be absolutely barred from reference to the arbitrator.

7. If the Arbitrator so appointed is unable or unwilling to act or resign his appointment or vacates his office due to any reason whatsoever another Sole Arbitrator shall be appointed as aforesaid.

8. The work under the contract shall however continue during the Arbitration proceedings & no payments due or payable to the Successful Bidder shall be withheld on account of such proceedings.

9. The Arbitrator shall be deemed to have entered on the reference on the date he issues notice to both the parties fixing the date of the first hearing.

8. The Arbitrator may from time to time with the consent of the parties enlarge the time for making and publishing the award.

9. The Arbitrator shall give a separate award in respect of each dispute or difference referred to him. The Arbitrator shall decide each dispute in accordance with the terms of the contract and give a reasoned award. The venue of Arbitration shall be such place as may be fixed by Arbitrator on his sole discretion.

10. 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 costs of the reference and of the award including the fees, if any, of the Arbitrator who may direct to and by whom in what manner such costs or any part thereof shall be paid and may fix or settle the amount of cost to be so paid.

11. The award to the Arbitrator shall be final and binding on both the parties. Subject to aforesaid the provisions of the Arbitration & Consolidation Act 1996 or any statutory modification or re-enactment thereof and the rules made there under and for the time being enforce, shall apply to the Arbitration proceeding under this clause. The Employer and Successful Bidder hereby also agree that arbitration under clause shall be a condition precedent to any right to action under the contract with regard to the matters hereby/ expressly agreed to be so referred arbitration.

### **TERMINATION OF CONTRACT**

In case the Successful Bidder abandons the work, or does not perform the works satisfactorily, or in the case of contravention of any of the terms and conditions of the contract, Bank reserves the right to terminate the contract by giving notice of 30 days



without assigning any reason whatsoever. After such termination of contract, Bank shall have right to assign the work to some other competent person.

In case of termination of contract in the above circumstances, security deposit of the contractor (successful bidder) shall be forfeited by the Bank and retention money shall be applied for adjusting claims of the Bank arising under this contract without prejudice to Bank's right of recovering the balance if any from the contractor through due process of law.

### **PRINCIPAL TO PRINCIPAL RELATIONSHIP**

The relationship between the Bank and the Successful Bidder shall be on Principal to principal basis. Employees engaged by the Service Provider shall be deemed to be the employees of Service Provider as the case may be. Service Provider would comply with all statutory obligations and Labour Laws/ regulations/ Rules etc. None of the provisions of the Agreement shall be deemed to constitute a partnership between the parties hereto, and neither party shall have authority to bind the other except as specifically provided for hereunder. Neither party hereto is the agent of the other nor there master-servant relationship between the parties. The relationship is on Principal to Principal basis only.

### **LIMITATION OF LIABILITY**

Contractor's aggregate liability under the contract shall be limited to a maximum of the contract value. In the following circumstances limitation of liability shall not apply and the contractor shall be liable for amount of cost, damages, compensation, penalty etc. suffered by the Bank: -

Breach of the confidentiality provisions.

Liability for an infringement of a third party's IPR by contractor and

Employment liabilities for contractor's staff relating to the period of their employment within **contractual period while working with purchaser Bank** and;

Any other liability that cannot be capped or excluded as a matter of applicable law and imposed by the statutory authority/ government bodies/ court tribunals etc.

Any other breach caused due to the non-performance of the obligations of the contractor under the Agreement.

This limit shall not apply to third party claims.

### **SURVIVAL**

The Parties have expressly agreed that any liabilities or obligations set forth in this contract by their nature and content are intended to survive the performance hereof, shall so survive despite such completion/expiration or termination of this contract.

### **NON EXCLUSIVE CLAUSE**

The Successful bidder shall not have any exclusive right to provide the services to the bank. The bank shall be free to engage any other service provided/s or may entrust services similar to the services or any part thereof to any person/s during on/or after the expiry of the service agreement.

## **FORCE MAJEURE**

Notwithstanding the above provisions, the successful bidder shall not be liable for penalty or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the contract is the result of an event of force majeure. For purposes of this clause, "force majeure" means an event beyond the control of the bidder and not involving the bidders' fault or negligence and not foreseeable. Such events may include, but are not restricted to, war or revolution and epidemics. If a force majeure situation arises, the bidder shall promptly notify the bank in writing of such condition and the cause thereof. Unless otherwise directed by the bank in writing, the bidder shall continue to perform its obligation under the contract as far as is reasonably practical, and shall seek all reasonable alternative means of performance not prevented by the force majeure event.

Provided further that in case of delay of Services due to the Force Majeure, which shall be solely decided by the Bank, the Bank shall not be held liable for non-performance of its obligations under the service agreement and the Bank shall have the right to terminate the Service Agreement without giving any further notice to the Successful bidder. Further, the Bank also reserves the right to assign the work to other without any consequences and claims.

## **CONFIDENTIALITY**

The bidder shall not, without the written consent of the Banks, disclose the contract or any provision thereof, any specification, or information furnished by or on behalf of the Banks in connection therewith, to any person(s).

The bidder shall not, without the prior written consent of the Banks, make use of any document or information except for purposes of performing this agreement.

The Bidder shall not, without the prior written consent of the Bank, make use of any document or information except for purposes of performing this agreement.

The Bidder shall take all steps as may be reasonably necessary to protect the integrity of confidential information and to ensure against any unauthorized disclosure thereof.

The Bidder shall use the confidential information only for the purpose for which it was provided and shall not profit from the same in an unauthorized manner.

The Bidder shall provide access of the Confidential Information to its employees only on need to know basis and such employees/ personnel shall be required to enter into a confidentiality agreement which is of no less strict terms than this Agreement. Even if some bidder's employee leaves the job, he will neither share any information about bank with anybody else nor will he use it for his new job. Bidder shall continue to be responsible for any such act of its ex-employee.

The Bidder shall indemnify Bank against any loss suffered by Bank due to disclosure of confidential information by employee of contractor.

The obligation contained in this clause shall survive after the termination of this agreement for a period of six years.

Confidentiality of customer information should be maintained even after the contract expires or gets terminated.

Confidentiality and Non-disclosure: The Bidder shall not without the consent of Bank make use of any document or information coming in its way while discharging their jobs of bank except for the purpose of performance of this agreement. Bidder will keep all the data, sources and information confidential and will not disclose or release it to

any other party. This clause will remain valid even after the termination or expiry of this agreement.

### **INDEMNITY CLAUSE**

39.1 Contractor shall indemnify, protect and save the Bank, its directors and employees, and hold them harmless from and defend against all claims, losses, costs, damages, taxes, expenses, action suits and other proceedings, assessments including penalties, punitive damages, (including attorney fees, court costs), relating to or resulting directly or indirectly from any system failure/ anomaly / defect / shortcoming / unintended consequence in services/goods in breach of the terms of this agreement including those imposed under any contract, local or national law or laws, or in respect to all salaries, wages or other compensation to all persons employed by the bidder or bidders in connection with the performance of any system covered by the purchase contract., or infringement by the Contractor of any patent, trademarks, copyrights etc. or intellectual property rights vest in a third party, the bidder shall be liable for settling with such third party and paying any license fee, royalty and/ or compensation thereon. or breach of the terms of this agreement or such other statutory infringements in respect of all services rendered / goods provided to fulfil the scope of this Agreement.

39.2 Contractor further undertakes to promptly notify BANK in writing any breach of obligation of the Agreement by its employees or representatives including confidentiality obligation and in such an event, BANK will in addition to and without prejudice to any other available remedies be entitled to immediate equitable relief in a Court of competent jurisdiction to protect its interest including injunctive relief.

39.3 Contractor hereby undertakes the responsibility to take all possible measures, at no additional cost, to avoid or rectify any issues which thereby results in non-performance of software/ hardware/ deliverables/goods within reasonable time. Contractor also undertake to co-operate with other Contractors thereby ensuring expected performance covered under scope of work.”

39.4 All indemnities shall survive notwithstanding expiry of termination of the contract and bidders shall continue to be liable under indemnities.

39.5 The parties agree that in such event, the successful bidder apart from vigorously contesting all such claims and contentions shall also compensate Bank for any monetary loss or damage that suffered due to failure and/or non –performance of the services by the successful bidders in terms of agreement.

### **WHENEVER THERE IS TIE**

In the case of two tenders appearing “Prima Facie” lowest i.e. quoting the same figures before or after the arithmetical check etc., an opportunity shall be given to both the parties for making a revised offer on the basis of a percentage reduction in the total value, in sealed covers, which shall be opened by the TOC on a fixed date in the presence of two tenderers. In the event of the parties not agreeing to revise their tender or any other reasons, it is not possible to resolve the “TIE” the Competent Authority shall exercise his discretion and accept the tender of the contractor who is considered to be better of the two and decision of Bank Competent Authority will be final and binding to the both tenderers.

### **EVALUATION OF CONDITIONAL OFFERS**

If representatives of tenderers are agreed then conditional offers, if any, shall be examined to ascertain their financial implication on the tendered sum. The statement of financial effect shall be worked out and put up for consideration of the Competent Authority.

### **DEALING WITH INCONSISTENCE RATES**

In case, inconsistency rates are observed for items of the same description in the different parts of the schedule of quantity, the lowest of such rates shall be considered as the rate for all such items, unless the Competent Authority finds there is justification for such inconsistent rate.

### **FREAK RATES**

A freak rate is one which is higher or lower by more than 25% of the rate considered market rate for the item. The freak rate shall be dealt with as under: -

- a. The quantities of items against which the tenderer has quoted freak rates, shall be verified/checked for accuracy.
- b. As a result of verification, if it is revealed that substantial error exists in the quantities against the freak rates, the matter along with the report on the financial aspect shall be referred to the Competent Authority for further instruction.
- c. Normally, no changes in specification shall be considered for items against which freak rates have been quoted. If the change, however, is inescapable, the approval of the Competent Authority shall be taken.
- d. In case of acceptance of a tender with certain freak rates, it shall be ensured that the quantities are not varied beyond the limit of 10% without prior approval of the Competent Authority.

### **EVENTUALITY-LOWEST BACKING OUT OR NOT RESPONDING**

In case the lowest tenderer backs out or does not respond to the acceptance letter and/or refuses to execute/sign the contract, re-invitation of tenders shall be called by the Bank.

## **SPECIAL CONDITIONS OF THE CONTRACT**

**Insurance for Works:-** The Successful Bidder at the time of signing the contract or before commencing the execution of work, without limiting his obligations and responsibilities shall insure the works at his own cost and keep them insured until the virtual completion of the contract against all risks and acts of God including Fire, Theft, Riots, War, Floods etc. with a Nationalized Insurance company in the joint names of the employer and the Successful Bidder (the name of the former being placed first in the policy) for the full amount of the contract. Such policy shall cover the property of the employer and fees for assessing the claim and in connection with its services generally therein and shall not cover any property of the Successful Bidder or of any sub-contractor or employee. Such insurance shall be for a minimum value of Rs. 1.0 lakhs (Rupees One Lakh only).

The Successful Bidder shall deposit the policy and receipt for the premiums with the employer within seven (7) days, from the date of signing of the contract/commencement of the execution of the work or unless otherwise instructed by the employer. In default of the Successful Bidder insuring as provided above, the employer on his behalf so insure and deduct the premiums paid from any moneys due on which become due to the Successful Bidder. The Successful Bidder shall as soon any claim under the policy is settled on the work reinstated by the Insurance office should elect to do so, proceed with all due diligence with, the completion of the works in the same manner as through the misfortune/accident had not occurred and in all respects under the same conditions of the contract. The Successful Bidder in case of rebuilding or reimbursement after accident shall be entitled to such extension of time for completion, as the employer deems fit.

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

a. The Successful Bidder shall be responsible for all injury to persons, animals or things and for all structural and decorative damage to property which arise from the operation or neglect of himself or of any approved sub-contractor's or employees, whether such injury or damage arise from carelessness, accident or any other cause whatsoever in any way connected with the carrying out of this contract. The clause shall be held to include any damage to buildings, whether immediately adjacent or otherwise, and any damage to roads, streets, foot paths, bridges and works forming the subject of this contract by frost or other inclemency of the weather. The Successful Bidder shall indemnify the employer and hold him harmless damage to persons or property as aforesaid and also respect of any claims made in respect of injury or damage under any Acts of Government or otherwise and also in respect of any award of compensation of damages consequent upon such claims.

b. The Successful Bidder shall reinstate all damages of every sort mentioned in this clause, so as to deliver up 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.

c. The Successful Bidder shall indemnify the employer against all claims which be made against the employer by any member of the public or other third party in respect of works in consequence thereof and shall at his own expense arrange to effect and maintain, until the virtual completion of the contract, with any Nationalized Insurance company in the joint name of the employer and the contractor against such risks and deposit such policy or policies with the employer from time to time during the currency of this contract. The contractor shall similarly indemnify the employer against all claims which be made upon the employer whether under the Workman's 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 with an approved office a policy of Insurance in the joint names of the employer and the Successful Bidder against such risks and deposit such policy of policies with the employer and the Successful Bidder against such risks and deposit such policy or policies with the employer from time to time during the currency of the contract. The Successful Bidder shall be responsible for anything which be excluded from the insurance policies above referred to and also for all other damages to any property arising out of and incidental to the negligent or defective carrying out of this contract. He shall also indemnify the employer in respect of any costs, charges or expenses arising out of any claim or proceedings and also in respect of any award of or compensation of damages arising there from.

d. The Bank shall be at liberty and is empowered to deduct the amount of any damages, compensation costs, charges and expenses arising or occurring from or in respect of any such claim or damage from any sum or sums due to or become due to the Successful Bidder including the security deposit.

e. If the Successful Bidder fails to comply with the terms of these conditions, the Bank insure the works and any other item/article associated with or arising from same and any risk arising as a consequence of this contract and deduct the amount of the premiums paid from any moneys that be or become payable to the Successful Bidder or at the option, not release running payment to the Successful Bidder until the Successful Bidder shall have complied with the terms of this condition.

f. Such insurance whether affected by the Bank or the Successful Bidder will not limit or bar the liability and obligation of the Successful Bidder to deliver the works to the employer completed in all respects according to the contract. In case of loss or damage due to any of the aforesaid clause, the moneys payable under any such insurance shall be received and retained by the Bank until the works are finally completed and such moneys shall then be credited to the Successful Bidder in final settlement of accounts after setting off any money payable to the Bank or recoverable by the Bank.

g. No incomplete works shall be accepted and nothing shall be paid to the Successful Bidder. However the part rates be allowed to the Successful Bidder for the executed works which shall be treated as advance and the same be recovered if the works left incomplete.

**General Guidelines governing the safety rules as laid down under:**

- Smoking is strictly prohibited at workplace.
- Nobody is allowed to work without wearing safety helmet. Chinstrap of safety helmet shall be always on. Drivers, helpers and operators are no exception.
- No one is allowed to work at or more than three meters height without wearing safety belt and anchoring the lanyard of safety belt to firm support preferably at shoulder level.
- No one is allowed to work without adequate foot protection.
- Usage of eye protection equipment shall be ensured when workmen are engaged for grinding, chipping, welding and gas-cutting. For other jobs as and when site safety co-coordinator insists eye protection has to be provided.
- All safety appliances like Safety shoes, Safety gloves, Safety helmet, Safety belt, Safety goggles etc. shall be arranged before starting the job.
- All excavated pits shall be barricaded & barricading to be maintained till the backfilling is done. Safe approach to be ensured into every excavation.
- Adequate illumination at workplace shall be ensured before starting the job at night.
- All the dangerous moving parts of the portable / fixed machinery being used shall be adequately guarded.
- Ladders being used at site shall be adequately secured at bottom and top. Ladders shall not be used as work platforms.
- Material shall not be thrown from the height. If required, the area shall be barricaded and one person shall be posted outside the barricading for preventing the tre-passers from entering the area.
- Other than electricians no one is allowed to carry out electrical connections, repairs on electrical equipment or other jobs related thereto.
- All electrical connections shall be made using 3 or 5 core cables, having a earth wire.
- Inserting of bare wires for tapping the power from electrical sockets is completely prohibited.
- A tools and tackles inspection register must be maintained and updated regularly
- Debris, scrap and other materials to be cleared from time to time from the workplace and at the time of closing of work every day

- . All the unsafe conditions, unsafe acts identified by contractors, reported by site supervisors and / or safety personnel to be corrected on priority basis
- No children shall be allowed to enter the workplace
- All the lifting tools and tackles shall be stored properly when not in use.
- . Clamps shall be used on Return cables to ensure proper earthing for welding works.
- Return cables shall be used for earthing.
- All the pressure gauges used in gas cutting apparatus shall be in good working condition.
- Proper eye washing facilities shall be made in areas where chemicals are handled.
- Connectors and hose clamps are used for making welding hose connections.
- All underground cables for supplying construction power shall be routed using conduit pipes
- Tapping of power by cutting electric cables in between must be avoided. Proper junction boxes must be used.

### **LIFTS & SAFETY ASPECTS & PROCEDURE**

1. Since lift installation consists of a number of electrical and mechanical components having linear/ rotary motions, utmost caution should be exercised while working and all safety precautions shall be rigorously followed.
2. Only authorized persons shall be allowed to work on lift installations and officer empowered for such authorization shall keep proper recorded thereof during the test, inspection and maintenance except where necessary.
3. If during erection any safety or protection devices are inoperative, special care must be taken to avoid accidents on this account.
4. Supply at main incoming iron clad switch or circuit breaker shall be switched off before examining any part of the equipment. Whether during periodical inspection, or while carrying out any work on the equipment (including using the winding handle at times of mains failures) unless power is particularly required for particular operation or tests on the lifts. The breaker located in OFF position.
5. The landing and car buttons shall be keep out of circuit by switching on the Maintenance Switch' located on the top of the lift car during maintenance operators. Whenever maintenance switch is not proved emergency stop switch inside car and or attendant control switch should be used.
6. Before carrying out any repair work it shall be ensured that none of the electromechanical door locks are short circuited either from the controller or at the landings



7. As a general precaution, fascia plate between the door headers and the corresponding upper landing sill on each floor must be provided.

## **TESTING OF INSTALLED LIFTS**

### **Site Testing**

**Levelling Test:** - Accuracy of the floor levelling shall be tested with the lift empty, fully loaded. The lift shall be run to each floor while travelling both in upward and downward directions and the actual distance of car floor above/ below landing floor shall be measured. In each case there shall not be any appreciable difference in these measurements for levelling at the floors when the car is empty and when it is fully loaded. The tolerances for levelling shall be as + 5 mm accuracy.

**Safety Gear Test:** - Instantaneous safety gear controlled by a governor, should be tested with contract load and a contract speed, governor being operated by hand. Two tests should be made, however, with wedge clamps or flexible clamp safeties, one with contract load in the car and the other with 68 kg (equivalent to one person) in the car. The stopping distance obtained should be compared with specified figures and the guides, car platform, and safety gear should be carefully examined afterwards for signs of permanent distortion.

Counterweight safety gear should be tripped by the counterweight governor and the stopping distance noted. In this case, however the governor tripping speed should exceed that of the car safety governor but by not more than 10 percent.

During the safety gear test, car speed (from the governor or the main sheave) should be determined at the instant or tripping speed with that stated in I.S. The governor jaws and rope should be examined for any undue wear.

**Contract Speed:-** This should be measured with contract load in the car, with half load with no load, and should not vary from the contract speed by more than 10 percent. The convenient method is by counting the number of revolutions, made by the sheave or drum in a known time. Chalk mark on the sheave or drum and a stop switch will facilitate timing but care must be exercised to ensure that no acceleration or retardation periods are included. If the roping is 2 to 1 the sheave speed is twice the car speed. Alternatively, the speed can be measured by a tachometer applied directly to shaft immediately below the sheave.

**Lift Balance:-** After the above test, some of the weight shall be removed until the remaining weights represent the figures specified by the Bidder. With this condition car at half way travel the effort required to move the lift car in either direction with the help of winding wheel shall be as nearly as can be judge by the same.

**Car and landing doors interlocks:** - The lift shall not move with any door open. The car door relay contact and the retiring release cam must be tested. The working of the door operation and the safety edges and light equipment if any provided shall also be examined.

The operation of the contactors and interlocks shall be examined and it shall be ascertained whether all requirements laid down in the specifications have been met.

**Normal Terminal Stopping Switches:-** This shall be tested by letting the car run to each terminal landing in turn, first with no load and then with contract load and by taking measurements, top and bottom over travels can be ascertained.

**Final Terminal Stopping Switches:** - The normal terminal stopping switches shall be disconnected for this test. It shall be ensured that these switches operate before the buffers are engaged.

**Insulation Resistance:** - This shall be measured (after removing the electronic PCB's and their connection) between power and control lines and earth and shall not be less than 5 mega-ohms when measured with D.C. Voltage of 500 volts. The test shall be carried out with contactors so connected together as to ensure that all parts of every circuit are simultaneously tested.

**Earthing:-** All conduits, switches, casing and similar metal work shall have earthing continuity.

**Ropes:-** The size, number construction and fastenings of the ropes should be carefully examined and recorded.

**Buffers:** - The car should be run on to its buffers at contract speed and with contract load in the car to test whether there is any permanent distortion of the car or buffers. The counterweight buffers should be tested similarly.

**Note:** Arrangement for testing of Lift installation shall be under scope of Successful Bidder and no additional cost shall be charged by him towards testing.

## TECHNICAL PARAMETERS: As per BOQ

### TECHNICAL SPECIFICATION FOR ELEVATORS

**Electric Supply:** The available system of electric supply is 415 volts between phases and 230 volts between neutral & phase and neutral – 3 phase 4 wire AC 50 Hz system suitable for operation at  $\pm 10\%$  of rated supply voltage.

**Elevator Machine:-** The Elevator machine shall be suitable for 415 volts 3 phase 50 Hz AC supply with a voltage variation of  $\pm 10\%$  and shall be placed directly above the hoist way upon the machine room floor slab and steel beam furnished in place by the Successful Bidder.

The machine shall have a high efficiency and low power consumption and shall be designed to withstand the peak currents in lift duties. Anti vibration rubber pads of adequate thickness shall be used below the machine to reduce the noise and vibrations.

The elevator machine shall be worm gearless reduction type and shall consist of a motor, electromechanical brake worm gear, sheave shaft and sheave all completely mounted on a common bed plate. The worm shall be provided with ball bearings to take the end thrust and roller bearings shall be provided for the sheave shaft to ensure alignment and long bearing life. The hard alloy cast iron or steel sheave shall have rope grooves to ensure proper traction and minimum rope wear. Adequate means of lubrication shall be provided for all bearings and worm gear.

Means for manual operation of the lift car shall be made by providing winding wheel suitably marked to indicate the direction of the movement to enable the lift car to be brought to the nearest landing. There shall be a warning display for switching off electrical supply before the manual operations.

**Brake:-** The electromagnetic brake shall be spring applied and electrically released. It shall come into action after the lift has come to a complete halt to hold the car in position. The brake shall operate automatically with the safety devices and release the brake manually such release requiring the action of manual force to move the lift in short stops.

**AC Motor:-** The AC self lubricating motor shall be suitable for elevator use with high starting torque and low starting current. Thermostats shall be embedded in the stator winding to indicate the temperature rise in the motor. The AC motor shall have class F insulation and suitable for 210 starts per hour with a maximum temperature rise of  $50^{\circ}\text{C}$  over the ambient.

**Controls:** - The Elevators control shall be AC variable voltage variable frequency (A.C.V.V.V.F). The system shall control the starting, stopping direction of motion, running of the lift motor and application of the brake and/or safety devices in the event of power failure or any other emergency. It shall be so designed as to ensure a smooth and constant acceleration and retardation under all opening conditions.

The contractor shall be wall/floor mounted, vertical totally enclosed cubicle type with hinged doors on the front and the rear to provide easy access to all components in the controller. The cubicle shall be well ventilated such that the temperature inside never

exceeds the safe limits of the components at ambient room conditions in the machine room.

The controller shall operate within the supply voltage variation of plus 10% to minus 20% of the nominal voltage.

a) Over current b) Under voltage c) Over voltage d) Single phasing e) Phase reversal

The controller shall be designed to cut off the power supply, apply the brake and bring the car to a rest in the event of any of the above failures occurring.

**Hoist Ropes:-** Round standard steel wire ropes as per Indian standards shall be used for Lift suspension. The number and size of the hoist way ropes shall be so selected to ensure proper factor of safety minimum 10 and adequate traction for the elevator. The governor ropes shall also be wire ropes.

The Hoist way landing door shall be provided with an interlock such that:

a) It shall not be possible for the car to be started or kept in motion until all the landing doors and the car door are locked in the closed position.

b) It shall not be possible to open the landing door from the landing unless the Lift car is within the particular landing zone.

c) The car doors & Hoist way landing doors open automatically as the car is stopping at a landing. The closing of the car and landing door must occur before the car is set in motion.

**Car Platform:** - The car platform shall be of framed construction and designed on the basis of rated load.

**Car Enclosure:** - The elevator car enclosure shall be as per parameters. The ceiling shall have an arrangement for a cabin fan mounted on the roof of the car. Indirect LED light fittings shall be provided to illuminate the car. The car enclosure shall pre-laminated particle board 12 mm thick to wall and ceiling in desired shade and grooves covered with teakwood beading of desired shape with floor 5mm thick steel chequered plate.

**Car Door:** - The Car door shall be as per parameters.

**Hoist way Landing Doors:** - Same shall be as per parameters.

**Car and Hoist Way Operations:** - The car and hoist way doors shall be mechanically connected such that both move simultaneously for opening and closing. The hoist way landing door shall be provided with and interlock such that.

It shall not be possible for the car to be started or kept in motion until all the landing doors and the card door are locked in the closed position. It shall not be possible to open the landing door from the landing unless the lift car is within the particular landing zone.

The car doors and hoist way landing doors open automatically as the car is stopping at a landing. The closing of the car and landing door must occur before the car is set in motion.

**Door Hangers and Tracks:** - The car and the landing door shall be provided with two-point suspension sheave type hangers complete with tracks sheaves and rollers shall be steel with moulded nylon collar and shall include shielded ball bearings. Tracks shall be of suitable steel section with smooth surface. The landing doors shall be complete with headers, sills, frames etc as reqd.

**Cabin Fan:** - A noiseless cabin fan shall be including for both elevators.

**Emergency Light:** - An emergency light unit using sealed maintenance free battery power pack and LED light fittings to operate automatically in case of power failure shall be provided in each elevator car.

**Alarm Bell:-** An emergency alarm bell including wiring shall be provided and connected to plainly marked push button in the car operating panel. The alarm shall be provided in the Ground floor lobby if required, The Owner may at his own cost extend the alarm bell to the security/control room.

The alarm unit shall be solid state siren type operated by 2 nos. 9 volts dry batteries to give a waxing and waning siren when the alarm button in the car is pressed momentarily.

**Operation Buttons:** - The following operation buttons shall be provided:-

**In Lift Car:-** Stainless steel return panels of suitable thickness shall be provided on each side of the door with the following flush mounted controls on one side:-

- a) Illuminated type push buttons corresponding to the floors served. Floor nos. on push buttons shall be numbered from 1 to onward.
- b) Door open button
- c) Emergency stop button
- d) Emergency call button connected to a bell for an emergency signal
- e) Two position key operated switch for 'with attendant' and 'without attendant' operation
- f) Ventilation fan ON/OFF switch
- g) Built in intercom of the pick and speak type
- h) UP/DOWN direction display

Beside above, mirror, hand rails (three sides), ventilation fan, LED light fittings, emergency light, car flooring, car ceiling, music system etc.

**At Landing:-** Illuminated type 'UP' and 'DOWN' push buttons at each intermediate landings and single illuminated type push buttons at terminal floors. The push buttons shall illuminate when the same is pressed to indicate that the call has been registered. The button shall remain illuminated until the call is answered.

## **Indications**

**In Each Car:-** The following indications shall be provided in the cars:-

- a) Digital car position indicator provided above door to indicate the landing at which the car is stopped or passing.
- b) Illuminate “UP” and “DOWN” arrows on the position indicator above door to indicate direction of travel.

**Safety Devices:-** The following safety devices shall be provided:-

**Self Levelling:-** The Lift shall be provided with a +/- 5mm self levelling accuracy feature of the two way automatic type. The self levelling device should automatically correct for under run, over run and rope stretch.

**Terminal & Final Limits:-** Terminal limit switches shall be provided to slow down and stop the car automatically at the terminal landings and final limit switches shall be furnished to automatically cut off the power and apply the brake should the car travel beyond the terminal landings.

**Terminal Buffers:-** Suitable spring buffers shall be used.

**Interlocking:-** Adequate interlocking is to be provided so that the car shall not move if the landing doors are even partially open.

**Car Safety and Governor:-** The car safety shall be provided to stop the car whenever excessive descending speed is attained. The safety will be operated by a centrifugal governor located at the top of the hoist way and connected to the governor through a continuous steel rope. Suitable means shall be supplied to cut off power from the motor and apply the brake on application of the safety.

**Fireman Switch:-** Each elevator shall have a fireman switch glass front for access by the fireman. The operation of this switch shall cancel all calls to this Lift and will stop at the next nearest landing if travelling upwards. The doors will not open at this landing and the Lift will return to the ground floor. In case the elevator is travelling downwards when the fireman's switch is operated it will go straight to the ground floor by passing all calls. The emergency stop button inside the car shall be rendered inoperative.

**Gearless machine:-** The gearless machine shall consist of a motor, traction sheave and brake-drum or brake disc completely aligned on a single shaft. Gearless machine shall be A.C. gearless with VVVF drive.

**Inter- communication system:-** Recommends for provision of either an emergency or a telephone inside the car but as a general experience it is seen that over a period of time these devices become inoperative due to one reasons or the other. Therefore, in order to have at least one device of communication functioning at all the times, as an alternative arrangement, provision of both i.e. telephone with minimum two connections-one at the operator's room and other at guard room and the emergency signal with rechargeable batteries as source of supply shall be made in the lift cars. The device used for emergency signals should incorporate a feature that gives immediate feed-back to the car passengers that the device has worked properly and the signal has been passed on to the intended agency. This shall be achieved by

pressing of button from control room which shall give audio signal to the passengers in the car.

**Emergency Power Supply for lift car:** - This shall include suitable secondary battery with trickle/boost charge arrangement and inverter power pack with necessary contactors for supplying the light fixtures in the lift car. The same battery shall also feed the alarm bell and communication equipment.

**Counter Weight Guards:** - Guards of wire metal/ mesh shall be provided in the lift pit to a suitable height above the pit floor to eliminate the possibility of injuries to the maintenance personnel.

**Guide shoes:** - Two numbers of guide shoes at the top and two numbers at the bottom shall be provided on the lift car and counter-weight.

**Rope fastenings:** - The ends of lift ropes shall be properly secured to the car and counter weight hitch plates as the case may be with adjustable rope shackles having individual tapers babbitt sockets, or any other suitable arrangement. Each lift rope shackle shall be fitted with a suitable shackle spring, seat washer, shackle nut & shackle nut split pin.

**Guards for lift ropes:** - Where lift ropes run round a sheave or sheaves on the car and/ or counterweight of gearless machine suitable guards shall be provided to prevent injury to maintenance personnel.

**Door Locks:-** Electro-mechanical door lock shall be provided for all the landing doors and they shall be such that the doors cannot open unless the car is at rest at the particular landing. It shall not be possible to move the car unless all the landing doors and the car door are closed and locked. This requirement however does not apply when the lift car is provided with automatic levelling devices and in such cases, it shall be permitted to move the car with both the doors open in the levelling zone for the purpose of levelling.

**Earthing:-** Metal frames and all metal work of the lift controller frame etc., shall be earthed with double earth leads taken to the earth bar. Looping shall be permitted if such routing is feasible. All other individual metallic frame work of components etc., shall be loop earthed.

**Automatic Rescue Devices (ARD):-** The automatic rescue devices (ARD) meant for the purpose of bringing the lift car to the nearest landing doors. Are being used selectively and is generally restricted to commercial buildings having heavy traffic. However, frequent power failures being the common phenomenon, the provision of ARD shall be made in all the lifts in public buildings. The ARD shall have the following specifications:-

- i. ARD should move the elevator to the nearest landing in case of power failure during normal operation of elevator.
- ii. ARD should monitor the normal power supply in the main controller and shall activate rescue operation within 10 seconds of normal power supply failure. It should bring the elevator to the nearest floor at a slower speed than the normal run. While proceeding to the nearest floor the elevator will detect the zone and stop. After the

operation is completed by the ARD the elevator is automatically switched over to normal operation as soon as normal power supply resumes.

iii. In case the normal supply resumes during ARD in operation the elevator will continue to run in ARD mode until it reaches the nearest landing and the doors are fully opened. If normal power supply resumes when the elevator is at the landing. It will automatically be switched to normal power operation

iv. All the lift safeties shall remain active during the ARD mode of operation.

v. The battery capacity should be adequate so as to operate the ARD at least seven times a day provided the duration between usages are at least 30 minutes.

### **Control Wiring:**

**Wiring in machine room:-** Power wiring between the controller and main board controller to various landings shall be done in heavy gauge conduit or metal duct & shall conform to I.E. Rules 1956 and CPWD Specifications for electrical works. Following general principles shall be followed in wiring:-

a.

i) Control cables carrying DC and power cable carrying AC shall not be run in the same conduit or metal duct and they shall be laid as per I.E. rules.

ii) Metal duct with removable inspection cover shall be preferred.

iii) in case of control cables also the harness shall be separate as far as feasible for separate functions and laid separately in suitably dimensioned metal duct or in a separate conduit such as the signaling, locking, lamp indication and safeties. Control cables for different voltages in the lift installation works should be laid as per IE. Rules.

b. At least 5 percent with a minimum of 5 unconnected spare wires shall be available out of all the lines to be provided in the wiring harness from the midway junction box to the machine room.

c. There shall be a master isolating switch Fuse associated with the controller heavy duty load break, quick make quick break type TP&N preferably interlocked with controller cabinet door. Isolator handle shall have provision for external locking in off position. All relays shall be suitable for lift service and shall incorporate adequate Contact wipe for reliable operation. Relays shall operate satisfactorily between 80 percent to 110 percent of their voltage. Main motor contactors shall be suitable for A.C. duty. Successful Bidder shall be required to furnish full details of make, type, applicable standard, voltage and current rating, duty class, type and routine tests done etc., on contactors and relays. Copies of type test certificates and other test certificates shall also be furnished by the successful Bidder. All cables shall be with copper conductors and flame retardant or PVC insulated of appropriate size. The cables feeding motor and in heavy current flow paths shall be so selected that the size matches the protecting fuses and will not result in more than 2 percent voltage drop from the main board to the terminals of motor. Control cables shall not be less than 0.5 sq. mm. or equivalent if stranded; where installation of heavy gauge conduits present difficulties, short lengths of flexible conduits will be permitted but effective electrical continuity and earth bonding shall be ensured. Ferrules shall be slipped at the ends of all cables as per standard control wiring practice. All terminal blocks shall be suitably marked.

**Trailing Cables:** - A single trailing cable for lighting control and signal circuit is permitted, if all the conductors of this trailing cable are insulated for maximum voltage running through any one conductor of this cable. The lengths of the cables shall be



adequate to prevent any strain due to movement of the car. All cables shall be properly tagged by metallic/plastic tags for identification. Trailing cables shall run from a junction box on the top of the car to a junction box located in the shaft near midpoint of travel and from these junction boxes conductors shall be run to the various locations. Trailing cables exceeding 30 meters in length shall run so that the strain on individual cable conductors will be reduced to a minimum and the cables are free from contact with the car counterweight, shaft walls or other equipment. Trailing cables exceeding 30 meters in length shall have steel supporting fillers and shall be suspended directly by them without rubbing over other supports. Cables less than 30 meters in length shall have no – metallic fillers and shall be suspended by looping cables around supports of porcelain spools type or equivalent. 5 per cent of the total capacity subject to a minimum of 5 wires shall be available unutilized in the trailing cable everywhere suitably distributed between various functions.

**Controlling Equipment:** - The movement of the car shall be electrically controlled by means of a controller located in the machine room.

**Control circuits:** - The control circuit shall be designed to the type of lift specified for safety operation. It shall not be possible to start the car unless all the car and landing doors are fully closed and landing doors locked. The circuit shall have an independent fuse protection for fault and over loads and be arranged so that earth fault or an open circuit shall not create unsafe condition. The circuit shall be so arranged that for the stoppage of the car at specified landing or for actuation of a contactor by emergency switches or operation of safety gears the system shall not depend upon the completion or maintenance of an electrical circuit to cut off power supply and apply the brakes. This requirement is not applicable to dynamic braking and speed control devices.

**Terminal Boards:** - All wiring for external control circuits shall be brought to a terminal board with means of identification of each wire. Metallic/plastic identification tags shall 54 invariably be provided. All connections of wires to terminal boards shall be adequately clamped or screwed.

## **SCOPE OF WORK**

**Dismantling of old lifts (01 no.)/Buy-back materials:** - All relevant materials such as Machines and its accessories pertaining to old lifts (01 no.) are property of successful Bidder. Successful Bidder shall dismantle the old materials carefully and clear the buy-back materials as per installation plan approved by the Bank. If any kind of damages is made by his workers or sub-Contractor while dismantling and taking away of materials, successful Bidder shall rectify the same at his own cost otherwise, Bank shall do the same at risk & cost of Successful Bidder.

### **Installation:**

The scope of work under this specification shall include the design, manufacture, works testing, supply, storage, erection, site testing, commissioning, putting into operation, final testing and trials of the passenger elevators as per technical parameters.

The scope of work shall also include all minor civil works associated with erection of the equipment & its accessories and making good and painting the civil works as required.

The Contract shall include for the supply of entire materials in accordance with this specification and the whole of the work and fixing necessary for the complete installation as set down in his specification and with the accompanying schedules. All apparatus, appliances, materials or labour which may be necessary for satisfactory installation and operation of the system in accordance with the intent or purpose of the specifications shall be considered to be in scope of work of the contract and shall be furnished without extra charges.

Making arrangement for PWD inspection of lift after installation and getting license from the office of lift Inspector. Initially fees towards inspection & issue of license are to be paid by Successful Bidder.

Submission of General Arrangement Drawing for approval from Bank Authorities and making arrangement for providing Personal & rescue training to personals of Bank.

Handing over & taking over of lifts: - Before commencement of work, Successful Bidder shall take over the 02 nos. Old Lift from the Bank representative and after completion of replacement of old lifts by new one; Successful Bidder shall hand over the new lifts to the representative of Bank along with test certificates of Machines & its accessories as required and keys & tools of new lifts. Date of handing over of new lifts, reckoned as virtual completion of work.

### **Bank Scope**

- Required major civil works including Whitewash in lift shaft/well, pit construction and in machine room (as per requirement of successful Bidder not related to erection work).
- Required electrical work in lift shaft and in lift machine room (as per requirement of successful Bidder).
- Statutory fees towards PWD inspection/license after expiry of DLP/Warranty period (applicable only for CAMC period).
- Providing space for storage of materials for one month (30 days) thereafter, Bank may charge as per prevailing market rate.
- Providing electricity and water free of cost.

**CAMC (Comprehensive Annual Maintenance Contract) after completion of DLP/Warranty period:**

CAMC shall start after completion of warranty/DLP. Successful Bidder will submit an offer/request letter contained matters in terms of tender documents.

Award of CAMC work: - Award letter shall be issued by the Bank to the Successful Bidder in duplicate.

Successful Bidder will return back the duplicate copy as a token of acceptance along with a Demand Draft (DD) amounting to rupee 3% of average of CAMC value for five years as quoted in BOQ/accepted by the Bank as Security Deposit. Further, Successful Bidder shall submit a non-judicial stamp paper of Rs.100/- for execution of a legal contractual agreement between the Bank and Successful Bidder.

Performance Security (PS):- As above (3% of average of CAMC value for five years as quoted in BOQ/accepted by the Bank).

Period of Contract: - One year from the date of expiry of Warranty/DLP

Service level Agreement: - Payment will be released to the service provider (Successful Bidder) after execution of legal contractual agreement between the Bank and service provider (Successful Bidder).

Payment: - Quarterly arrear basis (at the end of each quarter).

Supporting documents with invoice: - Invoice should be supported with copy of service report.

Renewal of contract; - Contract shall be renewed after completion of one year of contract period and amount of Security Deposit (SD) will be carried forward.

**Arbitration**

1. All disputes arising out of or in connection with this agreement shall be deemed to have arisen in Nagpur and only the courts of Nagpur shall have the jurisdiction to determine the same.

2. All disputes or differences of any kind whatsoever which shall at any time arise between the parties hereto touching or concerning the works or the execution or maintenance thereof of this contract or the rights touching or concerning the works or the execution of maintenance thereof this contract or the construction remaining operation or effect thereof or to the rights or liabilities of the parties or arising out of or in relation there to whether during or after determination for closure or breach of the contract (other than those in respect of which the decision of any person is by the contract expressed to the final and binding) shall after written notice by either party to the contract to the other of them and to the Employer hereinafter mentioned be referred for adjudication to a sole arbitrator to be appointed as hereinafter provided.

3. For the purpose of appointing the sole Arbitrator referred to above, the Employer will send within thirty days of receipt of the notice, to the Contractor a panel of three names of persons who shall be presently unconnected with the organization for which the work is executed.

4. The Successful Bidder shall on receipt of the names as aforesaid, select any one of the persons named to be appointed as a sole Arbitrator and communicate his name to the Employer within thirty days of receipt of the names. The Employer shall thereupon without any delay appoint the said person as the Sole Arbitrator. If the Successful Bidder fails to communicate such selection as provided above within the period specified, the component authority shall make the selection and appoint the selected person as the Sole Arbitrator.

5. If the Employer fails to send to the Successful Bidder the panel of three names as aforesaid within the period specified, the Successful Bidder shall send to the Employer a panel of three names of persons who shall all be unconnected with either party. The Employer shall on receipt of the names as aforesaid select any one of the persons named and get appointed him as a Sole Arbitrator. If the Employer fails to select the person and appoint him as the Sole Arbitrator within 30 days of receipt of the panel and inform the Successful Bidder accordingly, the Successful Bidder shall be entitled to appoint one of the persons from the panel as the Sole Arbitrator and communicate his name to the Employer (bank).

6. It is also a term of contract that if the Successful Bidder does not make any demand of arbitrator in respect of any claim, within 90 days of receiving the intimation from the Bank that the final bill is ready for payment, the claim, if any received after 90 days period, shall be absolutely barred from reference to the arbitrator.

7. If the Arbitrator so appointed is unable or unwilling to act or resign his appointment or vacates his office due to any reason whatsoever another Sole Arbitrator shall be appointed as aforesaid.

8. The work under the contract shall however continue during the Arbitration proceedings & no payments due or payable to the Successful Bidder shall be withheld on account of such proceedings.

9. The Arbitrator shall be deemed to have entered on the reference on the date he issues notice to both the parties fixing the date of the first hearing.

8. The Arbitrator may from time to time with the consent of the parties enlarge the time for making and publishing the award.

9. The Arbitrator shall give a separate award in respect of each dispute or difference referred to him. The Arbitrator shall decide each dispute in accordance with the terms of the contract and give a reasoned award. The venue of Arbitration shall be such place as may be fixed by Arbitrator on his sole discretion.

10. 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 costs of the reference and of the award including the fees, if any, of the Arbitrator who may direct

to and by whom in what manner such costs or any part thereof shall be paid and may fix or settle the amount of cost to be so paid.

11. The award to the Arbitrator shall be final and binding on both the parties. Subject to aforesaid the provisions of the Arbitration & Consolidation Act 1996 or any statutory modification or re-enactment thereof and the rules made there under and for the time being enforce, shall apply to the Arbitration proceeding under this clause. The Employer and Successful Bidder hereby also agree that arbitration under clause shall be a condition precedent to any right to action under the contract with regard to the matters hereby/ expressly agreed to be so referred arbitration.

### **TERMINATION OF CONTRACT**

In case the Successful Bidder abandons the work, or does not perform the works satisfactorily, or in the case of contravention of any of the terms and conditions of the contract, Bank reserves the right to terminate the contract by giving notice of 30 days without assigning any reason whatsoever. After such termination of contract, Bank shall have right to assign the work to some other competent person.

In case of termination of contract in the above circumstances, security deposit of the contractor (successful bidder) shall be forfeited by the Bank and retention money shall be applied for adjusting claims of the Bank arising under this contract without prejudice to Bank's right of recovering the balance if any from the contractor through due process of law.

### **PRINCIPAL TO PRINCIPAL RELATIONSHIP**

The relationship between the Bank and the Successful Bidder shall be on Principal to principal basis. Employees engaged by the Service Provider shall be deemed to be the employees of Service Provider as the case may be. Service Provider would comply with all statutory obligations and Labour Laws/ regulations/ Rules etc. None of the provisions of the Agreement shall be deemed to constitute a partnership between the parties hereto, and neither party shall have authority to bind the other except as specifically provided for hereunder. Neither party hereto is the agent of the other nor there master-servant relationship between the parties. The relationship is on Principal to Principal basis only.

### **SCOPE OF WORK**

Details of Lifts:-

No. of Lift: One

No. of Passenger:-08

Speed: Minimum 1MPS

Manufacturer: - As per successful Bidder

No. of Stop: 07

The CAMC shall include routine, preventive and breakdown maintenance if and when required which further include repair/replacement of defective proprietary parts.

Maintenance services shall be provided with 24-hour emergency call out service at toll free no. provided by lift Company.

Repairing and replacement of non – proprietary items such as car enclosures, Car flooring, hoist way enclosure, hoist way and car door, door and gate handles, door beading, door glasses, sills, push box covers in landings and car electric incoming mains, main switch, EPABX Telephone intercom, all kinds of TFL/LED/LCD displays, access control system, fan and light fittings, mirrors, alarm bell and buzzer, emergency light, alarm device & batteries are excluded in CAMC.

Service provider shall not be liable for repairing or replacing any lift parts in the following circumstances; -

- Which is in opinion is damaged or broken due to accident or negligence or misuse or willfully damaged by the users or third party or due to reasons over which the Company has no control,
- Damages caused due to natural calamities/ seepage of water etc.

### **ROUTINE AND PREVENTIVE MAINTENANCE**

Program of routine and preventive maintenance during the tenure of CAMC shall comply with minimum requirements as below:-

#### **FORTNIGHTLY**

- To check all bearing oils, oil rings, oil chains, etc. All machines should be carefully checked and repaired for abnormal temperature rise.
- To check and repair all relays and contacts as well as their movements and repair as necessary.
- To clean traction machines, relays panels, control panel, starter panels, selectors, governors, car top, car gates, sills and pits.
- To check brake action and adjust if necessary.
- To check and repair movement of door switches, gate switches and emergency stop switches.
- To check and repair indicator lamps and indicators
- To check and repair enunciator lights, buzzer and car lights
- To check and adjust leveling differences, brake slippage, acceleration, deceleration and riding comfort.
- To check and repair movements of car control buttons and switches.
- To check and repair operation of weighting devices.

#### **MONTHLY**

- To turn grease cups for speed governors and compensating pulleys
- To check and oil selectors
- To top up rail lubricators
- To clean ropes oil if necessary

- To clean traction motor brushes, brush holders and internal frame. Adjust slip rings if necessary. Check commutators.
- To oil electric brake pins
- To oil all pins of door operation and door opening mechanisms
- To clean hoist way, beams slow down cams, outside cages, rails and Counterweight rails
- To clean, oil and adjust door closer and levers
- To clean main sheave, secondary sheaves and rope sheaves on car top and counterweigh top.
- To clean and repair brake wheels and shoes
- To oil compensating rope tensioning pulleys.
- 

#### **EVERY TWO MONTHS**

- To clean and oil door hangers, door rails, interior of hanger case. If necessary adjust eccentric rollers, car door hangers, door connecting ropes and chains
- To check and repair door shoe
- To clean and oil safety fears
- To clean and oil car and counterweight guide shoes. Adjust if necessary
- To clean and oil car and counterweight guide shoes. Adjust if necessary
- To check oil clean and repair interior of door switches, gate switches. Replace worm parts if necessary
- To check and repair flexible cable
- To check and repair movement of limit switches
- To clean and oil interior of car control switches.
- To clean and check push buttons of care control panels
- To check, clean and repair the sleeve and plungers of the electromagnetic brakes

#### **EVERY THREE MONTHS**

- To check and repair the operation of terminal limit switches and final limit switches.
- To check and repair the governor switches.
- To clean the brush holders and commutators of the door motors.
- To check and repair the traction ropes for broken wire, wear elongation and even tension. Adjust if necessary.
- To remove the dust inside the traction machines and controls panels using electric Blower
- To clean and repair the indicator lamps
- To check the voltage of rectifiers and thyristors

#### **HALFE YEARLY**

- To check and repair the operation of safety gears
- To check oil for oil buffers
- To check and clean the hall buttons and contacts
- To check and repair the compensating chains or ropes

- To check and oil the bearing of door motors
- To grease the secondary sheaves, car top sheaves and counterweights.
- To check the wear of guide shoes of cars and counterweights

### **ANNUAL**

- To clean the wire connection box of every landing and car cages. Tighten all screws and check the conditions of cables at conduit inlets and outlets
- To check and repair the conditions of worm gear and thrust bearing of the gear boxes
- To check and tighten screws of control panels, starters panels and relay panels
- To remove the dust inside the landing indicator switches by electric blower
- To test all safety devices
- To dismantle, clean and adjust the electromagnetic brake of gearless machines
- To charge gear oil and motor oil
- To check and tighten screws and foundation bolts of traction machine, secondary sheaves, exterior of lift frame, guide rail, guide rail clamps and bracket etc.
- To test the over current relays
- To provide all labor, materials, tools and transport to carry out annual inspection and load test according to the requirement of the employer

### **BREAK DOWN MAINTENANCE**

The Contractor shall also undertake to provide a comprehensive breakdown service whereby qualified technicians shall attend to each breakdown as soon as practicable CAMC for lifts after a breakdown is reported and carry out immediate remedial work at a reasonable speed according to the nature of the breakdown. Any faulty equipment or components shall be quickly replaced.

In circumstance such that the Successful Bidder fails to attend the breakdown within four normal working hours after notification of the breakdown and where remedial work is interrupted during normal working hours for purposes other than obtaining replacement parts, the Bank reserves the right to impose suitable penalty (Bank discretion) or order such action as may be necessary to expedite completion of remedial work which shall be at the Contractors expense without abrogation of the Contractors responsibilities.

### **GENERAL**

The Successful Bidder shall keep sufficient spare parts during the maintenance period to ensure that replacement work for defect can be carried out immediately. A competent engineer shall be provided to find out the fundamental cause of a fault temporary quick fix solution will not be accepted.



The Bank shall at his discretion, take action to recover all losses incurred rising from the failure of the contract to perform the duties either wholly or in part.



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...भरोसे का प्रतीक !



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GAD, ZO: Mumbai, 11<sup>th</sup> floor, Dalamal House, Nariman Point, Mumbai:400021,

## PART-B

(Are to be submitted online only)

**Reg: - Replacement of 01 no. Lift in residential Building, Silver Line Apartment, military road, Andheri (East), Mumbai.**

S/N	Description	Unit	Qty.	Rate	Amt.
A	SITC OF NEW LIFT				
1	Supplying, installing, testing & commissioning of 8 passengers (544 Kg) elevator having contract speed of 1.0 mps gearless and with machine room (PMSM machine drive) serving different floors in the lift shaft as per details below required. Speed:1.0MPS, Stops & Opening as per site condition. All opening on same side, Controller: AC variable voltage & variable frequency, Travel Height: 19.8 meters, Automatic rescue device complete with dry Maintenance free batteries as required, Drive : VVVF, Operation : Microprocessor based automatic push button / duplex selective collective with / without attendant i/c safety facilities, Power : 415 V, 3 Phase, 50 Hz, 4 wires system, Type of doors : Power operated side opening horizontal sliding stainless steel scratch resistant (honey comb finish) , Car : Power operated side opening horizontal sliding stainless steel scratch resistant (in honey comb finish), Voice announcement system, Intercom (in car, machine room & at reception), Digital position indicators (in car and at all landings), Battery operated emergency light and alarm bell, Car operating panel with stainless steel buttons with braille signage's inside the car and stainless steel registration buttons with braille signage's at all landings (Include option if any), Mirror of suitable size on rear panel inside the car, Car lighting (L.E.D.) and cabin fan (cross flow blower fans), Hand rail at 900 mm above floor level (on 3 sides of the car)	No.	1		
B	CAMC AFTER COMPLETION OF WARRANTY PERIOD				
1	Charges for Comprehensive Annual Maintenance Contract (CAMC) after completion of warranty period/DLP of 01 year for 01 No. Lift IS to be installed at residential Building, Silverline Apartment, Andheri (East) as per scope of works, terms & conditions mentioned in tender documents (Technical Bid i.e Part-A) after	1 <sup>st</sup> Yr	1		
2	Charges for Comprehensive Annual Maintenance Contract (CAMC) after completion of warranty period plus 1st year for 01 No. Lift are to be installed at	2 <sup>nd</sup> yr	1		

	residential Building, Silverline Apartment, Andheri (East) as per scope of works, terms & conditions mentioned in tender documents (Technical Bid i.e Part-A) after				
3	Charges for Comprehensive Annual Maintenance Contract (CAMC) after completion of warranty period plus 2nd year for 01 No. Lift is to be installed at residential Building, Silverline Apartment, Andheri (East) as per scope of works, terms & conditions mentioned in tender documents (Technical Bid i.e Part-A) after	3 <sup>rd</sup> yr	1		
4	Charges for Comprehensive Annual Maintenance Contract (CAMC) after completion of warranty period plus 3rd year for 01 No. Lift is to be installed at residential Building, Silverline Apartment, Andheri (East) as per scope of works, terms & conditions mentioned in tender documents (Technical Bid i.e Part-A) after	4 <sup>th</sup> yr	1		
5	Charges for Comprehensive Annual Maintenance Contract (CAMC) after completion of warranty period plus 4th year for 01 No. Lift is to be installed at residential Building, Silverline Apartment, Andheri (East) as per scope of works, terms & conditions mentioned in tender documents (Technical Bid i.e Part-A) after	5 <sup>th</sup> yr	1		
C	Less buy back Value				
1	Carefully dismantling of old lift and taking away from site.	LS	1 Job	(-)	(-)
	Total				