

TENDER ID: AHM/RAO-3/P&E/2026-27/003

State Bank of India,
Regional Business Office-3,
2nd Floor, Gandhi Plaza, Opp. Anupam Cinema, Bedigate,
Jamnagar

Tender

Tender For Design, Supply, Installation, Testing and Commissioning of 1 No. 8
passengers (G+2) electrical lift at State Bank of India, Regional Business Office
premises at Jamnagar.

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Section I Form of Tender

To,
AGM (RAO-3)
State Bank of India,
Regional business office-3
2nd Floor,Gandhi Plaza ,
Opp. Anupam cinema,
Bedi Gate,Jamnagar

Dear Sir,

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

Yours faithfully,

(Signature of the authorized person with Company stamp)

Place:

Date:

E-mail ID:

(Mobile No.)

NOTICE INVITING TENDERS

SBI invites sealed tender in two bid system i.e. Technical Bid and Price Bid from the Original Equipment Manufactures (OEMs) having manufacturing unit in India for the Design, Supply, Installation, Testing and Commissioning of 1 No. electrical lift at State Bank of India at Regional Business Office premises, Jamnagar. Details of tender is as under:

1	Name of Work	Design, Supply, Installation, Testing and Commissioning of 1 No., 8 passengers, G+2 electrical lift at State Bank of India at Regional Business Office premises at Jamnagar
2	Time allowed for completion	60 Days Only.
3	Earnest Money Deposit	Rs. 17,000/- (Rupees Seventeen Thousand Only) issued by any Nationalized/Scheduled Bank drawn in favour of State Bank of India payable at Ahmedabad. (Contractors registered with 'MSME UDYAM' need not submit EMD. Instead of EMD, they should submit registration certificate of 'MSME UDYAM')
4	Total Security Deposit	5% Of contract value
5	Cost of tender documents:	Nil

6	Start date of downloading of tender documents	05/06/2026
8	Last date and Time of submission of tender	25/06/2026, 15:00 Hrs
9	Date and time of opening of tender	25/06/2026 at 15:30 Hrs
10	Pre Bid meeting	19/06/2026 at 12:00 pm in the Cabin of the AGM (RBO-3) State Bank Of India, 2 nd Floor, Gandhi Plaza, Opp. Anupam Cinema, Bedigate, Jamnagar.
11	Defects liability period	24 months (Twenty Four Months)
12	Validity of offer	3 months from the date of opening of price bid
13	Liquidated Damages:	0.5% per week subject to maximum of 5% of contract value

In case the date of opening of tenders is declared as a holiday, the tenders will be opened on the next working day at the same time.

SBI has the right to accept/ reject any/ all tenders without assigning any reasons.

Assistant General Manager (RBO-3),

State Bank Of India
Regional Business office-3
3rd Floor, Gandhi plaza,
Opp. Anupam Cinema, Bedigate,
Jamnagar.

Eligibility Criteria: (Please enclose documentary proof)

1. Minimum 7 (Seven) years experience as on 31.03.2026 in Supply, Installation, Testing & Commissioning (SITC) of commercial lifts. (Proof To be Attached)
2. Firm/Company must have office in Gujarat since last 5 years from 31.03.2026. (Proof To be Attached)
3. Must have experience in SITC of commercial lift in Central Government/State Government Departments, PSUs, Government Autonomous bodies. (Proof To be Attached). Company should submit declaration of Not blacklisted in Central Government/State Government Departments, PSUs, Government Autonomous bodies.
4. Must have similar nature single work order of Rs.13.60 Lakh or Two work orders each of Rs. 8.50 Lakh or Three work orders each of Rs.6.80 Lakh. (Proof To be Attached)
5. Minimum Annual Average turnover during last 3 years should be Rs.8.50 Lakh. (Proof To be Attached)
6. Must have valid PAN/GSTN numbers. (Proof To be Attached)
7. Must be profit making during the financial year 2023-24, 24-25, 25-26. (Proof To be Attached)
8. Must have service centre with sufficient technical staff at Jamnagar. (Proof To be Attached with office address, Lease agreement for office, Service Engineer details.)

Section II General Instructions To Tenderers and Special Conditions

1. Instructions to Tenderers:

1. Sealed tenders in two parts are invited from OEMs having manufacturing in India for Design, Supply, Installation, Testing and Commissioning of 1 No. Electrical Lift at State Bank of India at Regional Business Office premises, Jamnagar.

2. The tenderers are advised to submit the tender based strictly on the General Conditions of the Contract and Technical Specifications contained in the tender documents, and not to stipulate any deviations. If acceptance of the terms and conditions given in the tender documents has any price implications, the same should be considered and included in the quoted price. Tender containing deviations from the terms and conditions may be rejected at the Bank's discretion.

3. The tenderers shall submit full details of the patent, trademark, registered design, intellectual property rights, copyrights, industrial property rights held by them or used by them of any third party with regard to design or any part of the system.

4. A pre-tender briefing meeting of the intending tenderers will be held at 12:00 hours on **19/06/2026** to clarify any point/doubt raised by them in respect of the tender. No separate communication will be sent for this meeting. All the intending tenderers are advised to study the tender document and to be present in the above meeting.

5. All the points/conditions/specifications requiring clarifications shall be given in writing addressed to Assistant General Manager (RBO-3), State Bank of India, Regional Business Office-3, 2nd Floor, Gandhi Plaza, Opp. Anupam Cinema, Bedigate, Jamnagar by the intending tenderers by **25/06/2026**.

2. Submission of Tender:

1. **The Tender shall be submitted online in GeM portal in two parts, viz, "Part A – Technical and Commercial" and "Part B – Prices", respectively.**

3. Part A – Technical & Commercial

1. Part A This part shall contain the un-priced tender consisting of complete technical specification including drawings and documents and commercial terms and conditions. Earnest money guarantee shall be submitted with the original of Part I, as per Proforma at Annex III.

a. Part A of the tender as submitted shall also contain the following:

(i) Earnest Money in the form of Bankers Cheque/Demand Draft issued by a scheduled Bank in India in favour of "State Bank of India" payable at Ahmedabad.

(ii) Power of Attorney/authorization with the seal of the company/firm

in the name of the person signing the tender documents.

(iii) The tenderer shall also indicate whether they have the capacity to manufacture, supply, install, test and commission all the required systems within the stipulated completion period of 8 weeks.

(iv) List of deviations, if any, in commercial terms and conditions.

(v) List of deviations, if any, in technical specification.

(vi) Any other technical information the tenderer wishes to furnish.

(vii) List of works/facilities etc. to be provided by the State Bank of India for installation, commissioning and testing of the system.

4. Part B Price

(a) This part shall contain prices in Indian Rupees only with detailed breakup of price as per format (Part B) both in figures and words. One original and one copy shall be submitted. No other enclosure is permitted in Part B. Change of terms and conditions and technical deviations, if any, found in Part B of the tender will not be taken into account and will be treated as null and void. Tender in which prices are quoted in any other currency will not be considered. The rates quoted towards all inclusive Annual Maintenance Contract (AMC) will also be in Indian Rupees only.

(b) The tenderer must use only the forms issued by the Bank to fill in the rates. The tender form must be filled in English and all entries must be made by hand and written in ink. If any of the documents is missing or unsigned, the tender may be considered invalid by the Bank in its discretion. Rates should be quoted both in figures and words in columns specified. All erasures and alterations made while filling the tender must be attested by initials of the tenderer. Overwriting of figures is not permitted. Failure to comply with either of these conditions will render the tender void at the Bank's option. No request for any change in rate or conditions after the opening of the tender will be entertained.

(c) This contract is neither a fixed lump sum contract nor a piece work contract but is a contract to carry out the work in respect of provision of the entire passenger lifts to be paid for according to actual measured quantities at the rates/quantities provided in the schedule of rates (Part B) In case of difference in the rate/amount mentioned in words and figures, the rate/amount whichever is lower shall be considered.

(d) The rates quoted shall be deemed to be for the finished work and shall be firm and binding without any escalation whatsoever till the system is handed over to the Bank.

5. Opening of Tender:

1. Part A of the tenders will be opened on 16/05/2023 at 15:00 hrs. in the presence of tenderers. Price bid (Part B) of only such of those tenderers who are found eligible after scrutiny of their Part A of the tenders will be opened on a subsequent working day which will be intimated to all the eligible tenderers.

6. Scope of Work:

The scope of work shall include the following.

- i. • Design, manufacture, assembling, supply, installation, testing and commissioning of 08 passenger electrical lifts and their factory inspection
- ii. • Delivery of lift equipments to Bank's site Proposed New Premises of State Bank of India, Regional Business Office premises, Jamnagar including packing, handling, transporting, clearing, loading/unloading at ports in India and unloading at site in Jamnagar.
- iii. • Erection, testing and commissioning of lift equipments, obtaining operating approval/license from the lift inspectorate and handing over the lifts to Bank.
- iv. • Providing all inclusive service including all spares, etc. during warranty period of new lifts and subsequent comprehensive Annual Maintenance Contract for the committed period of 5 years (min.) after defect liability period of 2 years from the date of handing over the lift to the Bank.
- v. • All engineering, equipment, labour, and permits required to satisfactorily complete lift replacement required by this Specification.
- vi. • Any other work, related to but not mentioned above, required for completion of the job

GENERAL TERMS & CONDITIONS:

The tenderer should indicate in his tender the complete description of the working of the system/sub systems and their power requirements of each lift with all relevant brochures/literature etc. in addition to those called for in the Technical Specifications.

The Tenderer shall carefully check the specifications and shall satisfy himself that the equipment offered is suitable as per the enclosed Technical Specifications and shall take full responsibility for the efficient operation of the equipment offered.

Tenderer shall supply all tools, plants, labour and consumables etc as required for installation, testing and commissioning of the lifts.

The tenderer shall state clearly in his tender the standard tools, spare parts which he will supply free of cost when installing the lifts and handover same to the Bank after completion of the work.

7. Drawings and Documents:

The successful tenderer shall submit, in duplicate, on receipt of acceptance of the tender, detailed working drawings and specifications showing the complete details of all work required. He will be held responsible for any discrepancies, errors and omissions in the drawing or particulars submitted by him even if these have been approved by the Bank. The drawings will be scrutinized by the Bank and returned to the tenderer within one weeks of receipt, duly approved or with observations. After approval contractor has to submit the drawings to the Office of Chief Electrical Inspector (Lifts) for obtaining permission for installation of lift and license after successfully completion of the work for operation of lift from the concerned State Government Department. Only statutory charges will be reimbursed to the contractor after producing the receipt of payment of statutory charges.

8. Packing and Dispatch

The equipment shall be properly and securely packed in boxes suitable for export (wherever applicable) and multiple handling and transportation by sea/ air / rail / road under Indian conditions. All equipment/components shall be delivered on Duty Delivery Paid (DDP) basis at Bank's State Bank of India, Nr. Patrakar Society, Saat Rasta Circle Road, Opp. Pardarshan Ground, Jamnagar.

9. Taxes and duties

The prices quoted for the entire work shall be inclusive all taxes, custom duty, excise duty, octroi, local levies, Service Tax or any other taxes/duties imposed by Central/State Government/ Local Bodies, charges for labour, transport, insurance charges for transit, shipment, packing, freight from the factory to the destination site, handling, clearing, installation, and commissioning charges, insurance charges for

various insurance policies as specified etc till the work is finally handed over to the Bank. If the Tenderer fails to include such taxes and duties in the tender, no claim thereof will be entertained by the Bank afterwards. As per Indian laws, income tax and works contract tax will be deducted at source and a certificate for the same will be issued to the contractor. The prices quoted shall be firm till the completion of the work irrespective of any variation in taxes/duties or market rates etc. GST shall be paid extra as per actual.

10. Validity of Tender

The Tender along with the prices shall remain valid initially for a period of 90 days from the date of opening of Part B of tender, which period may be further extended by mutual agreement in writing by the Tenderer and the Tenderer shall not cancel or withdraw the tender during this period.

11. Language

The Tender including all labels in drawings, documents, catalogues etc. shall be in English.

12. Earnest Money, Initial and Total Security Deposit

The Tender must submit Earnest Money in the form of Bankers Cheque/Demand Draft issued by a scheduled bank in India in favour of "State Bank of India" payable at Ahmedabad alongwith the Technical Bid. If the Tenderer, after submission of the tender, deviates from his offer or modifies the terms and conditions thereof, the EMD shall be liable to be forfeited. The successful tenderer should deposit Initial security deposit (2% of the contract value including EMD) within One week's time from the acceptance of the tender by the Bank. However, retention money shall be 5% of the final bill amount and shall be kept by the Bank during defect liability period of Two yrs. after handing over the lift to the Bank in full working condition with all necessary certificates/license from the competent authorities. The EMD/Initial Security Deposit/Total Security Deposit shall be interest free deposit.

1. Tender not accompanied by EMD is liable to be rejected.
2. Should the Invitation to Tender be withdrawn or cancelled by the Bank, which shall have the right to do so at any time, the EMD will be returned.
3. All compensation or other sums of money payable by the Contractor to the Employer under the terms of this Contract may be deducted from the security deposit, if the amount so permits unless the contractor deposits such amounts in cash within ten days of issue of demand notice by the Bank.

13. Acceptance of tender

The Bank is not bound to accept the lowest /any tender or to assign any reason for non acceptance. They are not to bound accept the lowest or any tender and the tenderer or

tenderers shall have no right to question the acts of the SBI.

The tenderer whose tender is not accepted shall not be entitled to claim any costs, charges, damages and expenses of and incidental to or incurred by him through or in connection with his submission of tenders, even though the Bank may elect to modify/withdraw the tender.

14. Right To Accept Part Tender

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

15. Evaluation of Tender

The tenders will be evaluated not only on the basis of capital cost quoted for the lifts but also taking into account the effect of rates quoted for comprehensive all inclusive Annual Maintenance Contract for a period of 5 years after expiry of two years Defect Liability Period.

16. Signing of Contract Agreement

The General instructions to the tenderers and special conditions, conditions hereinbefore referred to, Conditions of Contract and Technical Specifications, schedule of works enclosed with the tender documents and the subsequent correspondence exchanged between the Bank and the tenderer shall be the basis of the Purchase Order/final contract to be entered into with the successful tenderer.

1. The Tenderer shall go through the terms and conditions given in the general conditions of contract herewith and his offer shall be strictly in line with the terms specified therein. No deviation from the terms and conditions specified shall be acceptable. Each page of the tender documents should be signed for his/their having acquainted himself/themselves in the general conditions of contract, Technical specifications, etc.

2. The tender submitted on behalf of a firm shall be signed by all the partners of the firm or a partner who has the necessary authority on behalf of the firm to enter into the proposed contract. Otherwise the tender may be rejected.

3. On receipt of intimation from the Bank of the acceptance of his/their tender, the successful tenderer shall be bound to implement the Contract and within fourteen days thereof, the successful tenderer shall sign an agreement in accordance with the draft agreement. Notwithstanding the signing of the agreement, the written acceptance by the State Bank of India of a tender in itself will constitute a binding contract between the State Bank of India and the person so tendering, whether such agreement is or is not subsequently executed.

4. The contractor shall not assign the contract. He shall not sublet any portion of the contract except with the written consent of the Employer. In case of breach of

these conditions, the Employer may serve a notice in writing on the Contractor rescinding the contract whereupon the security deposit shall stand forfeited to the Employer, without prejudice to his other remedies against the Contractor.

17. Import and Export License

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

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

18. Inspection of materials/work at manufacturer's works/site

Before dispatching the equipments to site, the equipment may be inspected by the Bank's engineer at the manufacturers' works and then cleared for shipment. The contractor shall at his own expense, offer to the inspector all reasonable facilities as may be necessary for satisfying himself, that the equipment is being or have been manufactured in accordance with specifications laid down in the particular specifications attached to this tender document.

Further, the Bank's engineer shall have free and full access at any time during execution of the contract to the contractor's works or site in case of the execution of work for the aforesaid purpose, and he may require the contractor to make arrangements for inspection of work or any part thereof or any material at his premises or at any other place specified by the Bank's Engineer and if the contractor has been permitted to employ the service of a subcontractor, reserve to the Bank's Engineer a similar right.

The above will, however, not in any way absolve the contractor of his responsibility about proper performance of the system/ components after erection and commissioning at the designated place.

Cost of Inspection : The contractor shall provide, without any extra charge, all materials, tools, labour and assistance of every kind which the Bank's Engineer may

demand of him for any test/inspection and examination which he shall require to be so made on the contractor's premises and shall bear and pay all costs attendant thereon. However, cost of traveling, boarding and lodging, of Bank's Engineer (s) to the site of inspection shall be borne by the Bank.

Method of Testing: The Bank's Engineer shall have the right to put all the equipment and materials forming part of the same or any part thereof to such tests as he may think fit and proper. The contractor shall not be entitled to object on any ground whatsoever to the method of testing adopted by the Inspector

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

Allow the contractor to resubmit the equipment or parts in replacement of those rejected, within a time to be specified, the contractor bearing the cost of freight if any, on such replacement without being entitled to any extra payments on that account; or

Purchase/execute or authorize the purchase/execution of quantity/work of the equipment or parts rejected or others of a similar description (when equipment or parts exactly complying with specifications are not, in the opinion of the Bank which shall be final, readily available) to the contractor at his risk and cost and without affecting the contractor's liability as regards supply under the contract; or

Cancel the contract and purchase/execute or authorise the purchase/execution of the equipment or others of a similar description (when equipment or parts exactly complying with specifications are not in the opinion of the Bank, which shall be final, readily available) at the risk and cost of the contractor. In the event of action being taken under such clause (ii) above or this clause, the provisions of delivery clause apply as far as applicable.

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

19. Completion Period

1. Time allowed for carrying out the work, as mentioned in the Memorandum, shall be strictly observed by the Contractor and it shall be reckoned from the 7th day after written order to commence the work is issued. The work shall throughout the stipulated period of the contract be proceeded with all the due diligence and if the contractor fails to complete the work within the specified period, he shall be liable to pay liquidated damages as defined in "Appendix herein before referred to" of the contract. The tenderer shall, before commencing the work, prepare a detailed work programme which shall be approved by the Employer.

2. The contractor shall submit a Bar Chart for completion of the work within the contractual completion period from the tenth day of letter of intent. Such chart shall include all activities like the date of supply of material at site, item wise completion of work etc., and obtain the approval of the Bank.

3. Bank may provide lockable storage space within the compound of the building. However the responsibility and safety of the materials stored will be with the contractor. No accommodation will be provided for any worker by the Bank.

20. Insurance

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

- Transit insurance for transportation from manufacturer's works to site (By Air/sea/Road etc. as applicable).
- Storage, erection, testing and commissioning policy.
- Workmen compensation (CAR) policy for the employees of the contractor at site.
- Third party liability policy for a total of Rs.50 lakhs and with a limit of Rs. 5 lakh per accident.

. Fire Insurance Note: These policies shall be valid till the completion of respective work. If these policies are not provided by the contractor, the Bank reserves the right to take the above insurance policies themselves and recover the cost thereof from the bill of the contractor.

21.1 Warranty And All Inclusive Maintenance Contract

The entire equipment shall be guaranteed to be free from defective workmanship or materials and any defects that may appear within 24 months from the date of issue of completion certificate for the entire work, which in the opinion of the Employer have arisen from bad workmanship or materials, shall upon intimation by the Employer, be made good by the Contractor at his own cost within the time specified. During the said period of 24 months, the contractor (successful tenderer) shall make periodical inspection of the working of the lifts free of charge at least once a month or earlier, if required, and attend to the lubrication of the various parts and such other service that may be required of him.

21.2 . Scope of works during AMC

The scope of work shall include the following:

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

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

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

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

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

(vi) The clauses as attached in Annex VI shall be the part of AMC agreement

(vii) During the currency of the Annual Maintenance Service Contract, all care shall be taken so that the downtime of any lift is kept minimum and the lift shall be attended within 3 hours of receiving the complaint. In case, the lift remains under breakdown for more than a day, then a penalty equivalent to 4 times the daily rate of service contract shall be recovered from the payment due to the contractor.

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

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

22. Terms of Payment

The payment for the works to be executed under this contract shall be made as follows and no variation in the mode of payment will be acceptable to the State Bank of India.

First Stage Payment

70% of the quoted rate pro rata against submission of the following:

- i) Unconditional Order Acceptance
- iii) Manufacturer's Inspection and Test Certificates
- iv) Inspection Certificate issued by the Bank
- v) Delivery of material at site and Contractor's Certificate that all components, parts, sub systems, consumables etc. for successful installation, commissioning and testing of the systems including maintenance have been received at site in good condition and if any shortfall is noticed during installation, commissioning and testing they will be supplied without any additional charge to the Bank. No advance payment shall be made by the bank.
- vi) Policies of insurance as stated in para 20 of Section II and para 33 and 34 of Section IV.
- vii) Documentary proof of excise duty, custom duty paid.

Second Stage Payment

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

Final Stage Payment

5% of the quoted rate for supply and labour pro rata against submission of operating licence and certificate from the Competent State Licensing Authority and handing over the lifts to the Bank. However, remaining 3% along with 2% ISD shall be kept as retention money (5% of the final contract value) for the period of two years after handing over the lift to the Bank in good working condition along with all necessary documents/license. The EMD/ISD/Retention money shall not bear any interest.

Other Issues

1. The contractor shall furnish an undertaking as per the enclosed proforma (Annex IV) that they will maintain the lifts satisfactorily for a minimum period of 15 years from the date of expiry of the defect liability period at the rate quoted by them in this contract towards all inclusive maintenance service contract subject to the terms, conditions, scope indicated under scope of service contract.
2. The Contractor shall carry out all the work strictly in accordance with drawing, details and instructions of the Bank's engineer. If in the opinion of the Bank's engineer, nominal changes have to be made to suit the site condition and with the prior approval in writing of the Employer, they desire the Contractor to carry out the same, the Contractor shall carry out the same without any extra charge.

The tenderer must obtain for himself on his own responsibility and at his own expense, all the information which may be necessary for the purpose of making a tender and for entering into a contract and must examine the drawings, inspect the site of the work, and acquaint himself with all local conditions, means of access to the work, nature of the work and all matters pertaining thereto. The Employer's decision in such cases

shall be final and shall not be open to arbitration.

3. A Schedule of Probable Quantities in respect of each work and Specifications accompany these Special Conditions. The Schedule of Probable Quantities is liable to alteration by omissions, deductions or additions at the discretion of the Employer. Each tender should contain not only the rates but also the value of each item of work entered in a separate column and all the items should be totaled in order to show the aggregate value of the entire tender.

4. The rates quoted in the tender shall include all charges for scaffoldings, watching and lighting by night as well as day including Saturdays/Sundays and holidays, protection of all other erections, matters or things and the Contractor shall take down and remove any or all such centering, scaffolding etc. as occasion shall require or when ordered so to do, and fully reinstate and make good all matters and things disturbed during the execution of work and to the satisfaction of the Bank.

5. Guarding and protecting hoist way shall be responsibility of the tenderer from the date of commencement of work at site.

6. The Bank shall provide 1 No. TPN switch disconnecter fuse unit (SDFU) of the required capacity for each lift and suitable capacity MCBDB (from where contractor shall provide supply) with necessary earth leads in each machine room for lift power and lights respectively. The contractor shall not be entitled to any compensation for any loss suffered by him on account of delays in commencing or executing the work, whatever the cause of delays may be, including delays arising out of modifications to the work entrusted to him or in any subcontract connected therewith or delays in awarding contracts for other trades of the project or in commencement or completion of such works. The Employer does not accept liability for any sum besides the tender amount, subject to such variations as are provided for herein.

7. The successful tenderer is bound to carry out all items of work necessary for completion of the job even though such items are not included in the quantities and rates. Schedule of instruction in respect of such additional items and their quantities will be issued in writing by the Bank.

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

9. The successful tenderer must cooperate with the other contractors appointed by the Bank so that the work shall proceed smoothly with the least possible delay. He should make his own arrangement for storage and protection of all materials supplied by him.

10. The work has to be carried out in an occupied office and, therefore, may have to be carried out during restricted hours/ beyond office hours/Saturdays/Sundays/Bank's holidays.

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

12. The successful tenderer shall obtain and pay for necessary inspection fee levied by the Government and/or any other authorities and obtain necessary permit as required and also conduct such tests as are called for by the regulation of the authorities without any extra cost to the Employer. The inspection fee will be reimbursed by the Bank on submission of the original receipt issued by the competent authority.

I/We hereby declare that I/we have read and understood the above instructions for the guidance of the tenderers.	
Witness	Signature of tenderer
Address	Address
Date	Date

Section III Safety Code

GENERAL SAFETY

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

FIRE SAFETY

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

iv. All electrical appliances i.e. welding, drilling, cutting machine, water pump, motor, electric grinder, electric soldering, brazing etc. shall be safely and securely earthed and must be connected to adequate rated Earth Leakage Circuit Breaker to prevent leakage current while in operation.

v. Before commencing the welding work for the first time on any day, fire section shall be informed and only after the site inspection by the Fire officers/Personnel, work shall be started.

vi. Two buckets of water and sand shall be kept in an easily accessible area on the site.

vii. Fire extinguishers recommended and issued by fire officers shall be kept on the site.

viii. Used paint drums shall be stored in specified store only after closing them properly.

ix. Personal protective equipments such as safety shoes, hand gloves, welder's mask, ear plug etc. depending upon the requirement of the work shall be provided by the contractor to the workmen to prevent occupational health hazards.

x. The safety belt shall be provided by the contractor and used by the workmen while working from height for more than 10' from Ground level.

xi. None of the passages near lift lobby and staircases shall be used for stacking / dumping any kind of materials/waste

xii. Both the staircase doors shall be normally kept closed.

xiii. None of the fire extinguishers shall be removed/shifted from its designated location.

xiv. Power supply shall be switched off from the mains when equipment is not in use.

xv. Wood shavings and sawdust generated from the work shall be collected on daily basis , removed from site and stored at the designated place in proper manner.

xvi. Any debris generated from the work shall be collected on daily basis, removed from site and stored at the designated place in proper manner.

xvii. Battery operated emergency light/torches shall be provided by the contractor to the workmen while working beyond office hours.

SIGNATURE AND SEAL OF THE CONTRACTOR

DATE :

PLACE:

Section IV

The Conditions Hereinafter Referred To

Interpretation Clause

1. In construing these Conditions, the Specifications, Schedule of Quantities and Contract Agreement, the following words shall have the meanings herein assigned to them except where the subject or context otherwise required.

(a)	“Employer”	Shall mean The State Bank of India and shall include its assigns and successors.
(b)	“Contractor” (in the case of a partnership)	“Contractor” shall mean and trading in the name and style of and having a place of business at and shall include the partners for the time being of the said firm and the legal representatives of a deceased partner.
	(in the case of individual)	“Contractor” shall mean Shri trading in the name and style of and shall include his heirs, successors and legal representatives.
	(in the case of Company)	“Contractor” shall mean a company incorporated under and having its registered office at and shall include its successors and assigns.
(c)	“Site”	Shall mean the site of the contract works including any building and erections thereon and any other land (inclusively) as aforesaid allotted by the Employer for the Contractor’s use.
(d)	“This Contract”	Shall mean the Articles of Agreement, the Special Conditions, the Conditions, the Appendix, the Schedule of Quantities and Specifications etc. attached hereto and duly signed.
(e)	“Notice in writing”	Or written notice shall mean a notice in written, typed or printed characters sent (unless delivered personally or otherwise proved to have been received) by registered post to the last known private or business address to have been received when in the ordinary course of post it would have been delivered.
(f)	“Act of Insolvency”	Shall mean any Act of Insolvency ad defined by the Presidency Towns Insolvency Act or the Provincial Insolvency Act or any Act amending such original.

(g)	"Net Prices"	If in arriving at the contract amount, the Contractor shall have added to or deducted from the total of the items in the Tender any sum, either as a percentage or otherwise, then the net price of any item in the tender shall be the sum arrived at by adding to or deducting from the actual figure appearing in the Tender as the price of that item a similar percentage or proportion of the sum so added or deducted by the Contractor the total amount of any Prime Cost items and provisional sums of money shall be deducted from the total amount of the tender. The expression "net rates" or "net prices" when used with reference to the contract or accounts shall be held to mean rates or prices so arrived at.
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(h)	"The Works"	Shall mean the Supply, Installation, testing and commissioning of 1 No., 08 passengers electrical lift at State Bank of India, Regional Business Office premises, Jamnagar.
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Word importing persons include firms and corporations. Word importing the singular only also include the plural and vice versa where the context.

2.3 Scope of Contract

2. The work includes design, manufacture, supply, install, test, commission and complete replacement of 1 lift and obtain all necessary statutory approval and maintenance of lifts during guarantee period. Complete replacement means complete removal of all lift equipments, including guide rails, from the site and installation of new lift equipment, as specified. The Contractor shall carry out and complete the said work in every respect in accordance with this Contract and with the directions of and to the satisfaction of the Employer. The Employer may in his absolute discretion and from time to time issue further drawings and/or written instructions, details, directions and explanations, which are hereafter collectively referred to as "Employer's Instructions" in regard to :

- (a) The variation or modification of the design, quality or quantity of works or the addition or omission or substitution of any work.
- (b) Any discrepancy in the Drawings or between the Schedule of Quantities and/or Drawings and/or Specifications.
- (c) The removal from the site of any materials brought thereon by the Contractor and the substitution of any other material therefor.
- (d) The removal and/or re execution of any works executed by the Contractor.
- (e) The dismissal from the works of any persons employed thereupon.
- (f) The opening up for inspection of any work covered up.
- (g) The amending and making good of any defects under Clause 19 hereof.

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

3. Scope of contract also includes complete Electrical work and minor Civil and Structural steel works connected with the installation of Lifts.

4. Contractor's Duties

Contractor's duties include the following:

- a) Provide and pay for labour, materials and equipment, tools, construction equipment and machinery and other facilities and services necessary for the proper execution and completion of the specified works.
- b) Secure and pay for required permits, statutory workman's compensation insurance, fees and licenses necessary for proper execution and completion of required work.
- c) Give required notices.
- d) Promptly submit written notice to the Consultant of observed variance of this Specification from legal requirements.
- e) Enforce strict discipline and good order among employees. Do not employ persons unskilled in assigned task.

Variations to be approved by Employer

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

Drawings, Schedule Of Quantities & Agreement

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

Work sequence

7. The successful Contractor shall include all costs in the tender to complete the works in the time schedule as given by him in the work schedule table. By submitting a

tender, the Contractor agrees that they have reviewed the project specifications and drawings, toured the jobsite, and will complete all work in accordance with the overall time frame ofas per the approved schedule. The schedule time frame starts after a notice to proceed or contract is received from the Employer. The Contractor shall provide a detailed construction schedule, in accordance with the time frame approved as per the work task schedule, prior to award of the project.

Contractor's use of premises

8. The site of the work is an occupied building. Contractor's use of premises shall be subject to following:

- Do not unreasonably encumber the site with materials or equipment. Staging area shall be located as directed by the Client.
- Assume full responsibility for protection and safekeeping of tools and products stored on or off premises.

Contractor to provide everything necessary at his cost

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

No disruption to normal office functions

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

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

The Contractor shall keep noise levels below 75 dB during normal building hours. When it is necessary to produce noise above this level, the Contractor shall advise

the Client of such needs and times will be scheduled as directed. The Contractor shall anticipate any excessive noise generating procedures and include an allowance for it in the tender.

Protection of Work and Property

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

Authorities, Notices and Patents

The Contractor shall conform to the provisions of any Act of the Legislature relating to the works, and to the regulations and byelaws of any authority, and of electric supply and other companies and/or authorities with whose systems, the installation is proposed to be connected and shall, before making any variations from the Drawings or Specifications that may be necessitated by so conforming, give to the Employer, written notice, specifying the variation proposed to be made and the reason for making it and apply for instructions thereon. In case the Contractor shall not receive such instructions within ten days, he shall proceed with the work conforming to the provisions, regulations or byelaws, in question, and any variation so necessitated shall be dealt with under Clause No.13 thereof. The Contractor shall bring to the attention of the Employer, all notices required by the said Acts, regulations or byelaws to be given to any authority and pay to such authority, or to any public office, all fees that may be properly chargeable in respect of the works, and lodge the receipts with the Employer.

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

Setting out of works

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

Materials and workmanship to conform the descriptions

All materials and workmanship shall so far as procurable be of the respective kinds described in the Schedule of Quantities and/or Specifications and in accordance with the Employer's instructions, and the Contractor shall upon the request of the Employer furnish him with all invoices, accounts receipts and other vouchers to prove that the

materials comply therewith. The Contractor shall at his own cost arrange for and/or carry out any test of any materials which the Employer may require.

Contractor's superintendence and representative on the works

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

Dismissal of Workmen

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

Access to Works

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

Assignments and Subletting

The whole of the works included in the Contract shall be executed by the Contractor and the Contractor shall not directly or indirectly transfer, assign or underlet the Contract or any part share thereof or any interest therein without the prior written consent of the Employer, and no undertaking shall relieve the Contractor from the full and entire responsibility of the Contract or from active superintendence of the works during their progress.

No alteration, omission or variation shall vitiate this Contract but in case the Employer thinks proper at any time during the progress of the works to make any alterations in or additions to or omissions from the works or any alteration in the kind or quality of the materials to be used therein and shall give notice thereof in writing under his hand to the Contractor, the Contractor shall alter, add to or omit from, as the case may be, in accordance with such notice but the Contractor shall not do any work extra to or make any alterations or additions to or omissions from the works or any deviation from any of the provisions of the Contract, Stipulation, Specifications or Contract Drawings without the previous consent in writing of the Employer and the value of such extras,

alterations, additions or omissions shall in all cases be determined with the prior approval in writing of the Employer in accordance with the provisions of Clause 17 hereof, and the same shall be added to or deducted from the Contract Amount, as the case may be, accordingly.

Schedule of Quantities

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

Any error in description or in quantity or in omission of items from the Schedule of Quantities shall not vitiate this contract but shall be rectified and the value thereof as ascertained under Clause 17 hereof, shall be added to, or deducted from, the Contract Amount (as the case may be) provided that no rectification of errors, if any, shall be allowed in the Contractor's Schedule of Rates.

Sufficiency of Schedule of Quantities

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

Measurement of Works

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

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

The Contractor or his Agent may at the time of measurement take such notes and measurements as he may require. All authorized extra works, omissions and all variations made with the prior approval in writing of the Employer shall be included in such measurements.

Prices for extra etc. ascertainment of

26. The Contractor may, when authorized by Employer, add to, omit from, or vary the works shown upon the drawings, or described in the Specification, or included in the Schedule of Quantities, but the Contractor shall make no addition, omission or variation without such authorization or direction. A verbal authority or direction by the Employer shall, if confirmed by him in writing within

seven days, be deemed to have been given in writing

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

(a)	(i)	The net rates or prices in the original tender shall determine the valuation of the extra work where such extra work is of similar character and executed under similar conditions as the work priced therein.
	(ii)	Rates for all items, wherever possible, should be derived out of the rates given in the Priced Schedule of Quantities.
(b)	The net prices of the original tender shall determine the value of the items omitted, provided if omissions vary the conditions under which any remaining items of works are carried out, the prices for the same shall be valued under subclause (c)	
(c)	Where the extra works are not of similar character and/or executed under similar conditions as aforesaid or where the omissions vary the conditions under which any remaining items of works are carried out or if the amount of any omission or additions relative to the amount of the whole of the Contract works or to any part thereof shall be such that in the opinion of the Employer the net rate or price contained in the Priced Schedule of Quantities or tender or for any item of the works involves loss or expense beyond that reasonably contemplated by the Contractor or is by reason of such omission or addition rendered unreasonable or inapplicable, the Employer shall fix such other rate or price as in the circumstances	
(d)	Where extra work can not be properly measured or valued, the Contractor shall be allowed day work prices at the net rates in accordance with the local day work rates and wages for the district, provided that in either case vouchers specifying the daily time and materials employed, be delivered for verification to the Employer at or before the end of the week following that in which the work has been executed.	
The measurement and valuation in respect of the Contract shall be completed within the "period of final measurement" stated in the Appendix, or if not stated, then defined in Clause 21 hereof.		

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

Where in any Certificate (of which the Contractor has received payment) the Employer has included the value of any unfixed materials intended for and/or placed on or adjacent to the works, such materials shall become the property of the Employer and they shall not be removed except for use upon the works, without the written authority of the Employer. The Contractor shall be liable for any loss of or damage to such materials.

Removal of improper work

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

Contractor, or may be deducted by the Employer from any moneys due, or that may become due, to the Contractor.

Defects after virtual completion

Any defect, shrinkage, settlement or other faults which may appear within the "Defects Liability Period" stated in the Appendix hereto, if none stated, then within 24 months after the virtual completion of the works, arising in the opinion of the Employer from materials or workmanship not in accordance with the contract, shall upon the directions in writing of the Employer, and within such reasonable time as shall be specified therein, be amended and made good by the Contractor, at his own cost and in case of default, the Employer may employ and pay other persons to amend and make good such defects, other faults, and all damages, loss and expenses consequent thereon or incidental thereto shall be made good and borne by the Contractor and such damage, loss and expenses shall be recoverable from him by the Employer or may be deducted by the Employer from any moneys due or that may become due to the Contractor, or the Employer may in lieu of such amending and making good by the Contractor deduct from any money due to the Contractor a sum to be determined by the Employer equivalent to the cost of amending such work and in the event of the amount retained under Clause 32 hereof being insufficient, recover the balance from the Contractor, together with any expenses the Employer may have incurred in connection therewith. Should any defective work have been done or material supplied by any Sub Contractor employed on the works who has been nominated or approved by the Employer as provided in Clauses 12 and 22 hereof, the Contractor shall be liable to make good in the same manner as if such work or material had been done or supplied by the Contractor and been subject to the provisions of this Clause and Clause 2 hereof. The Contractor shall remain liable under the provision of this Clause, notwithstanding the signing of any certificate or the passing of any accounts, by the Employer.

Certificate of virtual completion and Defects Liability Period

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

Nominated Sub Contractor

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

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

(a) That the nominated Sub Contractors shall indemnify the Contractor against the obligation in respect of the Sub Contractor as the Contractor is under in respect of this Contract.

(b) That the nominated Sub Contractor shall indemnify the Contractor against claims in respect of any negligence by the Sub Contractor, his servants or agents or any misuse by him or them of any scaffolding or other plant, the property of the Contractor or under any Workmen's Compensation Act in force.

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

Other persons employed by Employer

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

Insurance in respect of damage to person and property

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

adjacent or otherwise, and any damage to roads, streets, footpaths, bridges or ways as well as all damage caused to the buildings and works forming the subject of this Contract by frost, rain, wind or other inclemency of weather. The Contractor shall indemnify the Employer and hold him harmless in respect of all and any expenses arising from any such injury or damage to persons or property as aforesaid and also in respect of any claim made in respect of injury or damage under any Acts of any legislature or otherwise and also in respect of any award of compensation or damages consequent upon such claim. The Contractor shall reinstate all damage 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. The Contractor shall indemnify the Employer against all claims which may be made against the Employer by any member of the public or other third party in respect of anything which may arise in respect of the works or in consequences thereof and shall at his own expense arrange to effect and maintain, until the virtual completion of the Contract, with an approved Office a Policy of Insurance in the joint names 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 also similarly indemnify the Employer against all claims which may be made upon the Employer whether under the Workmen'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 Subcontractor and shall at his own expenses effect and maintain, until the virtual completion of the Contract, with an approved Office a Policy of Insurance in the joint names 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 the Contract.

The Contractor shall be responsible for any liability which may be excluded from the Insurance Policies above referred to and also for all other damages to any person, animal or property arising out of and incidental to the 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 compensation or damages, arising there from. The Employer shall be entitled to deduct the amount of any damage, compensation, costs, charges and expenses arising or accruing from or in respect of any such claims or damage from any or all sums due or to become due to the Contractor, without prejudice to the Employer's other rights in respect thereof.

Fire Insurance

(a) The Contractor shall insure the works at his cost and keep them insured until the virtual completion of the work, against loss or damage by fire with in the joint names of the Employer and Contractor (the name of the former being placed first in the Policy), for the full amount of the contract and for any further sum if called upon to do so by the Employer, the premium of such further sum, being allowed to the Contractor as an authorized extra. Such policy shall cover the property of the Employer only and the Employer's and Surveyors' fees for assessing the claim and in connection with his services generally in the reinstatement and shall not cover any property of the Contractor or of any Sub-Contractor or employee. The Contractor shall deposit the

Policy and receipts for the premia as specified unless otherwise instructed by the Employer. In default of the Contractor insuring as provided above, the Employer on his behalf, may so insure the works and may deduct the premia paid from any moneys due or which may become due to the Contractor without prejudice to the other rights of the Employer in respect of such default. In case it becomes necessary to suspend the works, the Contractor shall, as soon as the claim under the Policy is settled, or the work reinstated by the Insurance Office, should they elect to do so, proceed with all due diligence with the completion of the works in the same manner as though the fire had not occurred and in all respects under the same Conditions of Contract. The Contractor in case of rebuilding or reinstatement after fire, shall be entitled to such extension of time for completion as the Employer deems fit.

(b) The amount so due as aforesaid shall be the total value of the works duly executed and of the Contract materials and goods delivered upon the site for use in works upto and including a date not more than seven days prior to the date of the said Certificate less the amount to be retained by the Employer (as hereinafter provided) and less any installments previously paid under this Clause. Provided that such certificate shall only include the value of the said materials and goods as and from time to time as they are reasonably, properly and not prematurely brought upon the site and then only if properly stored and/or protected against weather.

Date of Commencement And Completion

The Contractor shall be allowed admittance to the site on the "Date of Commencement" stated in the Appendix hereto or such later date as may be specified by the Employer and he shall thereupon and forthwith being the works and shall regularly proceed with and complete the same (except such painting or other decorative work as the Employer may desire to delay) on or before the "Date of Completion" stated in the Appendix subject nevertheless to the provisions for extension of time hereinafter contained.

Damages for No completion

If the Contractor fails to complete the works by the date stated in the Appendix Here in before, Referred to or within any extended time under Clause 28 hereof and the Employer certifies in writing that in his opinion the same ought reasonably to have been completed, the Contractor shall pay the Employer the sum named in the Appendix as "Liquidated Damages" for the period during which the said works shall so remain incomplete and the Employer may deduct such damages from any moneys due to the Contractor.

Delay And Extension of Time

If in the opinion of the Employer, the works be delayed (a) by force majeure or (b) by reason of any exceptionally inclement weather or (c) by reason of proceedings taken or threatened by or dispute with adjoining or neighboring owners or public authorities arising otherwise than through the Contractor's own default or (d) by the works or

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

Failure by Contractor to comply with Employer's instructions

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

Termination of Contract by the Employer

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

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

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

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

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

Or if the Employer determine that the Contractor

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

Then and in any of the said cases, the Employer may notwithstanding any previous waiver, after giving seven day's notice in writing to the Contractor, determine the Contract and liabilities of the Contractor, the whole of which shall continue in force fully as if the Contract had not been so determined, and as if the works subsequently executed had been executed by or on behalf of the Contractor and further, the Employer by his agents or servants may enter upon and take possession of the works and all plant, tools, scaffoldings, machinery and materials lying upon the premises or the adjoining lands or roads, and use the same as his own property or may employ the same by means of his servants and workmen in carrying on and completing the works or by employing any other Contractor or other person or persons to complete the works, and the Contractor or other person or persons employed for completing and finishing or using the materials and plant for the works. When the works shall be completed or as soon thereafter as convenient, the Employer shall give a notice in writing to the Contractor to remove his surplus materials and plant, and should the Contractor fail to do so within a period of twenty days after receipt thereof by him, the Employer may sell the same by public auction, and give credit to the Contractor for the net amount realized. The Employer shall thereafter ascertain in writing under his hand what (if anything) shall be due or payable to, or by the Employer, for the value of the said plant and materials so taken possession of by the Employer and the expense or loss which the Employer shall have been put to in procuring the works to be completed, and the amount, if any, owing to the Contractor and the amount which shall thereupon be paid by the Employer to the Contractor or by the Contractor to the Employer, as the case may be, and the decision of the Employer shall be final and conclusive between the parties.

Termination of Contract by Contractor

If payment of the amount payable by the Employer shall be in arrears and unpaid for thirty days after notice in writing requiring payment of the amount as aforesaid shall

have been given by the Contractor to the Employer or if the Employer shall repudiate the Contract, or if the works be stopped for three months under the order of the Employer or by any injunction or other order of any Court of Law, then and in any of the said cases, the Contractor shall be at liberty to determine the Contract by notice in writing to the Employer and he shall be entitled to recover from the Employer, payment for all works executed and for any loss he may sustain upon any plant or materials supplied or purchased or prepared for the purpose of the Contract.

In arriving at the amount of such payment, the net rates contained in the Contractor's original Tender shall be followed, or where the same may not apply, valuation shall be made in accordance with tender terms.

Certificates and Payments

The Contractor shall be paid by the Employer from time to time by installments under Interim Certificate to the Contractor on account of the works executed, work to the approximate value named in the Appendix as "Value of work for Interim Certificates" (or less at the reasonable discretion of the Employer) has been executed in accordance with this Contract, after which time the installments shall be up to the full value of work, subsequently so executed and fixed in the building. The Employer may, at his discretion, include in the Interim Certificate such amount as he may consider proper on account of materials delivered upon the site by the Contractor for use in the works. And when the works have been virtually completed and the Employer shall have certified in writing that they have been completed, the Contractor shall be entitled to the payment of the Final Balance in accordance with the Final certificate to be issued in writing by the Employer at the expiration of the period referred to as "the Defects Liability Period" in the Appendix hereto from the date of Virtual Completion or as soon after the expiration of such period as the works shall have been finally completed and defects made good according to the true intent and meaning hereof, whichever shall last happen, provided always that the issue by the Employer of any certificate during the progress of the works at or after their completion shall not relieve the Contractor from his liability under Clause 2 and 20 nor relieve the Contractor of his inability in cases of fraud, dishonesty or fraudulent concealment relating to the works or materials or to any matter dealt within the Certificate, and in case of all defects and insufficiencies in the works or materials, which a reasonable examination would not have disclosed. No Certificate shall of itself be conclusive evidence that any works or materials, to which it relates, are in accordance with the Contract neither will the Contractor have a claim for any amounts which the Employer might have certified in any interim bill and paid by the Employer and which might subsequently be discovered as not payable and in this respect the Employer's decision shall be final and binding.

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

The Employer may by any Certificate make any correction in any previous certificate which shall have been issued by him.

No certificate or payment shall be issued if the Contractor fails to insure the works and

keep them insured till the issue of the Virtual Completion Certificate.

Payments shall be made within the period named in the Appendix as "Period for honouring Certificates" after such Certificates have been delivered to the Employer.

Delayed Payment

Any amounts payable by the Employer to the Contractor if not paid within the "Period for honouring Certificates" named in the Appendix, carry interest at the rate named in the Appendix as the "Rate of interest for delayed payment" from the date upon which such sum ought to have been paid by the Employer until the payment.

Matters to be finally determined by Employer

The Employer decision, opinion, direction, Certificate (except for payment), with respect to all or any of the matter under Clauses 2(a), 2(b), 4,7,12,19,28 hereof (which matters are herein referred to as the excepted matters) shall be final and conclusive and binding on the parties hereto and shall be without appeal. Any other decision, opinion, direction, Certificate or valuation of the Employer or any refusal of the Employer to give any of the same shall be subject to the right of arbitration and review under Clause 35 hereof in the same way in all respects (including the provision as to opening the reference) as if it were a decision of the Employer.

Settlement of dispute by arbitration

In case of any dispute or difference arising out of or in connection with or in carrying out of the work (whether during the progress of the work or after completion and whether before or after the determination, abandonment or breach of contract) except as to any of the excepted matters provided hereunder the parties hereto, shall first endeavour to settle such disputes or differences amicably. If both the parties fail to reach such amicable settlement, all the disputes or differences shall be finally settled by arbitrators as provided herein. In case of failure of such amicable settlement by the parties, then either party may within 28 days of such a failure give a written notice to the other party requiring that all matters in dispute or difference be arbitrated upon. Such written notice shall specify the matters which are in dispute or differences of which such written notice has been given and no other matter shall be referred to the arbitration of a single arbitrator to be appointed by both the parties or in case of disagreement as to the appointment of a single arbitrator, the appointment of two arbitrators (one to be appointed by each party) and an umpire to be appointed by the arbitrators. The provisions of Arbitration and Conciliation Act, 1996 or any statutory modification or reenactment thereof and rules framed there under from time to time shall apply to such arbitrations.

In the event of the Arbitrator or any one of the Arbitrators, as the case may be, dying, neglecting, refusing to act or resigning or being unable to act for any reason or the award being set-aside by the Court for any reason it shall be lawful for the parties to

appoint another Arbitrator in the manner provided herein above.

The venue of arbitration shall be Ahmedabad, India.

The Arbitrator or Arbitrators appointed under this Schedule shall hold the arbitration proceeding jointly and shall have the power to extend the time to make the award with the consent of the parties.

Pending reference to arbitration and award thereon, the parties shall make all endeavour to complete the work in all respects as herein contracted and all disputes, if any, will finally be settled in the arbitration.

Upon every or any such references to the arbitration, as provided herein the cost of and incidental to the reference and award respectively shall be, at the discretion of the Arbitrator or Arbitrators or the Umpire, as the case may be, who may determine the amount thereof.

The Arbitrator, Arbitrators or Umpire, as the case may be, shall give reasoned award in respect of each item of dispute which shall be final and binding on both the parties. It is agreed that the Contractor shall not delay the carrying out of the work by reason of any such matter, question or dispute being referred to arbitration, but shall proceed with the work with all due diligence and shall, until the decision of the Arbitrators, as the case may be, is given, abide by the terms and conditions of the contract herein, as also instructions with regard to the actual carrying out of the work herein contracted and no award shall relieve the Contractor of his obligations to adhere strictly to the terms and conditions of the contract herein as also instructions with regard to the actual carrying out of the work. The Bank and the Contractor hereby also agree that arbitration under this schedule shall be a condition precedent to any right of action, under the Contract.

In case during the arbitration proceedings, the parties mutually settle, compromise compound their dispute or difference, the reference to arbitration and the appointment of the Arbitrator or Arbitrators, or Umpire, as the case may be, shall be deemed to have been revoked and the arbitration proceedings shall stand withdrawn or terminated with effect from the date on which the parties file a joint memorandum of settlement thereof with the Arbitrator or Arbitrators or the Umpire, as the case may be.

For the purpose of this clause, the expression "except Name ed matters" shall mean and refer to all or any of the matters under Scope of work, Contract price, Delivery Schedule & Final Acceptance certificate.

Right of technical scrutiny of final bill

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

Employer entitled to recover compensation paid to workmen

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

Abandonment of Works

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

Return of surplus materials

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

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

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

Accident Reports

In the event of accidents of any kind, the Contractor shall furnish the Client with copies

of all accident reports, The reports shall be sent without delay and at the same time that they are forwarded to any other parties.

Marginal Notes

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

SPECIAL CONDITIONS

Progress Of Work

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

Minimum wages to the workman:

The contractor shall ensure that minimum wages as per statutory requirement are paid to all the workmen. A certificate to that effect, every month, has to be submitted to the Bank during period of execution of work.

Adherence of Contract labour Act:

The contractor shall adhere to various provisions of the Contract Labour (Regulation & Abolition) Act 1970, applicable under the said contract, and fulfill all the statutory requirements.

ARTICLES OF AGREEMENT made the day of between the State Bank of India, Ahmedabad having its registered office at(hereinafter called "Bank") of the one part and (hereinafter called "the Contractor") of the another part.

WHEREAS the Bank is desirous of installing Electrical lift at Bank's Regional Office Premises, Jamnagar and has caused drawings and specifications describing the work to be done to be prepared by M/s .

AND WHEREAS the said drawings numbered to inclusive, the Specifications and the Schedule of Quantities have been signed by on behalf of the parties hereto.

AND WHEREAS the Contractor has agreed to execute upon and subject to the conditions set forth herein and to the conditions set forth in the Special Conditions and in the Schedule of Quantities and Conditions of Contract (all of which are collectively hereinafter referred to as "the said Conditions") the works shown upon the said drawings and/or described in the said Specifications and included in the Schedule of Quantities at the respective rates therein set forth amounting to the sum as therein arrived at or such other sum as shall become payable there under (hereinafter referred to as "said Contract Amount").

NOW IT IS HEREBY AGREED AS FOLLOWS

In consideration of the said Contract Amount to be paid at the times and in the manner set forth in the Said Conditions, the Contractor shall upon and subject to the Said Conditions execute and complete the work shown upon the said Drawings and described in the Said Specifications and the Schedule of Quantities.

The Employer shall pay the Contractor the said Contract Amount or such other sum as shall become payable at the times and in the manner specified in the said Conditions.

The Said Conditions and Appendix thereto and any correspondence exchanged between the Bank and the firm from the date of opening Part I of the tender till the date of letter of acceptance of their tender shall be read and construed as forming part of this Agreement and the parties hereto shall respectively abide by, submit themselves to the said Conditions and perform the agreements on their part respectively in the said Conditions contained.

The plans, agreement and documents mentioned herein shall form the basis of this Contract. This

contract is neither a fixed lump sum contract nor a piece work contract but is a contract to carry out the work in respect of provision of the passenger lifts, subject only to the Price Variation Clause as specified elsewhere, to be paid for at the rates/amounts

contained in the Schedule of Rates and Probable Quantities or as provided in the Said Conditions.

The Contractor shall afford every reasonable facility for carrying out of all works relating to civil works, electrical installations and fittings, telephone, air conditioning and other ancillary works in the manner laid down in the said Conditions and shall make good any damages done to walls, floors etc. after the completion of such works.

Time shall be considered as the essence of this contract and the Contractor hereby agrees to commence the work soon after the site is handed over to him or from tenth day of date of issue of formal work order as provided for in the said Conditions, whichever is later, and to complete the entire work withinsubject nevertheless to the provisions for extension of time.

All payments by the Employer under this Contract will be made only at Ahmedabad.

All disputes arising out of or in any way connected with this Agreement shall be deemed to have arisen at Ahmedabad and only Courts in Ahmedabad shall have jurisdiction to determine the same.

That the several parts of this Contract have been read and fully understood by the Contractor.

IN WITNESS THEREOF the Employer has set its hand to these presents through its duly authorized official and the Contractor has caused its common seal to be affixed hereunto and the said two duplicates / has caused these presents and the said two duplicates hereof to be executed on its behalf, the day and year first hereinabove written.

Signature clause SIGNED AND DELIVERED by the State Bank of India by the hand of Shri

(Name and designation)

in the presence of

(1) Address

(2) Address

(Witnesses)

The COMMON SEAL OF was hereinto affixed pursuant to the resolutions passed by its Bard of Directors at the meeting held on in the presence of

(1)

(2)

Directors, who have signed these presents in If the Contractor signs under common seal, the signature clause token thereof in the presence of should tally with the sealing clause in the Articles of Association.

(1)

(2)

SIGNED AND DELIVERED BY the Contractor by If the Contractor is signing by the hand of Shri hand of power of attorney, whether a and duly constituted attorney. company or an individual.

SECTION V: SAMPLE AGREEMENT WITH CONTRACTORS

ARTICLES OF AGREEMENT

This agreement made theday of between AGM/ DGM ,State Bank of India, Regional Business Office -3, Jamnagar (hereinafter called the Bank or SBI) which expression shall include the successors and assigns) of the one part and M/s. company / partnership for registered under the Indian Companies Act/ Partnership Act having its registered office..... (hereinafter called 'the Contractors' which expression shall include the present directors / partners and also the directors / partners from time to time as also their respective heirs, legal representatives, administrators and assigns) of the other part.

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

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

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

NOW IT IS HEREBY AGREED AS FOLLOWS:

1. In consideration of the said Contract amount to be paid at the times and the manner set forth in the said Conditions, the Contractors shall upon and subject to the said conditions execute and complete the work shown upon the said drawings and described in the said specifications and the schedule of items and quantities.
2. The employer shall pay the Contractors the amount or such other sum as shall become payable, at the times and in the manner specified in the said conditions.
3. The term "the Architect" in the said condition shall mean the said "M/s _____" or in

the event of their ceasing to be the Architect for the purpose of this contract for whatever reason, such other person or persons as shall be nominated for that purpose by the Employer, not being a person to whom the Contractor shall object for reasons considered to be sufficient by the Employer provided always that no person or persons subsequently appointed to be Architect under this contract shall be entitled to disregard or over rule any previous decisions or approval or direction given or expressed in writing by the architect for the time being.

4. The said conditions and appendix thereto shall be read and construed as forming part of this agreement, and the parties hereto shall respectively abide by / submit themselves to the said conditions and perform the agreements on their part respectively in the said conditions contained.

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

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

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

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

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

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

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

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

Signed on behalf of the Signed-on behalf of the

STATE BANK OF INDIA

In the presence of :

1. Signature :

Name:

Address:

In the presence of :

2. Signature :

Name:

Address:

CONTRACTORS

In the presence of :

1. Signature:

Name:

Address:

In the presence of :

2. Signature

Name:

Address:

Section (VI) Appendix Hereinbefore Referred To

1.	Defects Liability Period	Twenty Four months from the date of Virtual Completion Certificate referred to in Clause 30 of the section IV “Conditions Hereinafter Referred To”.
2.	Period of Final Measurement	3 months
3.	Date of Commencement	7th day from the date of letter of acceptance.
4.	Date of Completion	Date of virtual completion certificate.
5.	Liquidated damages at the rate of	0.5% of the contract value per week subject to a maximum of 5% of the contract value of the delayed lifts.
6.	Period for honouring certificates	One month for interim bills and 3 months for final bill.

Section (VII) Introduction

Number of lift	1
Type	08 Passenger
Capacity:	544 Kgs/ 08 persons
Speed:	1.0 MPS
Travel:	7 meters approx. (Contractors are advised to visit the site before quoting for final details)
Stops: Car	3 stops
Openings: Car	3 Front
Drive	AC V3F
Control	ACVVVF Microcontroller based down collective control, fully programmable, with/ without attendant and with suitable latest traffic management software etc. capable of at least the minimum performance as mentioned in the specifications.
Levelling	Precise leveling accuracy (+/- 5 mm in any load condition) with close loop control, velocity transducers, proximity/ magnetic switches
Lift Machine room	Machine room less (Gearless with PM motor located inside the Shaft at top).
Motor Control:	Provide New PMSM Drive (Microprocessor Based With Digital Closed Loop Feed back
Power Supply	AC 415 V +/- 5% 50Hz +/- 3%
Car	1.2 mm thick SS 304 wall panels in decorative hair line finish and LED lighting fixtures. It shall have Flooring of approved shade of granite flooring on heavy duty MS platform.
Car and landing door operation	Automatic AC/DC VF door operating system with adjustable door opening time setting at site

Car door	1.2 mm thick SS hairline finish framed glass door 2000 mm High and 800 mm wide with full screen infra red door detectors as per specifications
Landing Doors	1.2 mm thick SS hairline finish framed glass door 2000 mm High and 800 mm wide.
(a) On all landings and ground floor lobby	<ul style="list-style-type: none"> a) Digital Car position indicator and direction indicator at all the landings. b) Battery operated Emergency alarm hooters on ground floor with required software. c) Up/Down direction arrow indicator at all landings
(b) In car	<ul style="list-style-type: none"> a) Luminous floor selector Braille button b) Door close/open and floor position announcement c) Emergency stop and alarm button d) Battery operated emergency Light and alarm. e) TFT panel of 10" diagonal length with port to upload Bank's advertisements
(c) Car Operating Panels	There shall be one car operating panels with specified features in each car
Hoistway available	Approx. 1800mm Wide X 2000mm Deep
Pit depth	1600 mm
Automatic rescue device	Capable of moving the lift to the nearest landing on mains power failure
Wire rope	Un-Galvanized Lift duty steel wire rope The Rope shall be of continuous length without break or lengthening by splicing.
Entrance protection system	High performance contact free infrared curtain 2D
Interlocking	Adequate interlocking is to be provided so that the car shall not move if the landing doors are even partially open and also the lift is overloaded

Note:

- The tenderers will submit a drawing showing the design of the car interior panels and false ceiling along with samples of mat, hairline etched proposed in the drawing for approval from the Bank's authorities.

Section (VIII) Inspection Specifications & Schedule of Work

Car performance:

- Car Speed: $\pm 3\%$ of contract speed under any loading condition.
- Car Capacity: Safely lower, stop and hold 125% of rated load.
- Car Stopping Zone: $\pm 5\text{mm}$ under any loading condition.
- Car Ride Quality: Car ride shall be with minimum horizontal and vertical vibrations and jerks
- Airborne Noise: Measured noise level of lift equipment during operation shall not exceed 50 dbA in lift lobbies and 55 dBA inside car under any condition including door operation.

Operation and Control:

i) A: Operation:

Full Collective Microprocessor Based: Operate car without attendant from push buttons in car and located at each floor. When car is available, automatically start car and dispatch it to floor corresponding to registered car or hall call. Once car starts, respond to registered calls in both direction of travel and in the order the floors are reached.

Slow car and stop automatically at floors corresponding to registered calls, in the order in which they are approached in either direction of travel. As slowdown is initiated for a hall call, automatically cancel hall call. Cancel car calls in the same manner. Hold car at arrival floor for an adjustable time interval to allow passenger transfer.

Illuminate appropriate pushbutton to indicate call registration. Extinguish light when call is answered.

B: Control: down collective control system with fully programmable, with suitable latest traffic management software etc.

i) Include as a minimum, the following features Register service calls from pushbuttons located at each floor and in each car. Slow cars and stop automatically at floors corresponding to registered calls. Make stops at successive floors for each direction of travel irrespective of order in which calls are registered except when bypassing hall calls to balance and improve overall service; stop only one car in response to a particular hall call. Assign hall calls to specific cars and continually review and modify those assignments to improve service. Simultaneous to initiation of slow down of a car for a hall call, cancel that call. Render hall pushbutton ineffective until car doors begin to close after passenger transfer. Cancel car calls in the same manner. Give priority to coincidental car and hall calls in car assignment.

ii) **Independent Service:** Provide controls for operation of each car from its pushbuttons only. Close doors by constant pressure on desired destination floor button or door close button and open doors automatically upon arrival at selected floor.

MACHINE ROOM EQUIPMENT

Gearless Traction Hoist Machine: Provide new P.M.S.M. ACVVVF gearless traction type motor with brake, drive sheave, and deflector sheave mounted in proper alignment on a common, isolated bedplate.

Solid State Power Conversion and Regulation Unit: Provide alternating current, variable voltage, variable frequency (ACVVVF), I.G.B.T. converter/inverter drives for ACVVVF machine.

Design unit to limit current, suppress noise, and prevent transient voltage feedback into building power supply. Provide internal heat sink cooling fans for the power drive portion of the converter panels. Conform to IEE standards for line harmonics and switching noise.

Isolate unit to minimize noise and vibration transmission.

Inverter / Battery operated power supply: Lighting, emergency alarm and Light are to be provided with emergency supply through inverter of required capacity having at least an hour battery back up.

Sleeves and Guards: Provide steel angle guards around cable or duct slots through floor slabs or grating

Machine and Equipment Support Beams: Provide new structural steel beams required for direct support of and attachment to building structure of hoist machine, deflector sheaves, overhead sheaves, governor, and hoist rope dead-end hitch assemblies.

Provide bearing plates, anchors, shelf angles, blocking, embedment, etc., for support and fastening of machine beams or equipment to the building structure.

Isolate machine and overhead sheave beams to prevent noise and vibration transmission to building structure.

Governor: The car safety shall be provided to stop the car whenever excessive descending speed is attended as per IS.

Emergency Brake: Provide means to prevent ascending car over speed and unintended car movement as per Code.

Mount the auxiliary brake on suitable structural steel supports.

Provide control circuits to enable the device to function as required by Code.

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

Sound Isolation: Noise level relating to lift equipment operation in machine room shall not exceed 75 dBA.

LIFT WELL EQUIPMENT

Guide Rails: Provide new, Planed steel T sections for car and counterweight of suitable size and weight for the application, including brackets for attachment to building structure.

Buffers for Car and Counterweight: Provide Spring type with blocking and support channels.

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

Counterweight: Provide new counterweight with steel frame with metal filler weights and roller or swivel guide shoes.

Governor pit tensioning sheaves: Provide new and mount sheaves and support frame on pit floor or guide rail. Provide frame with guides or pivot point to enable free vertical movement and proper tension of rope and tape. Provide sheave guard and electrical safety switch.

Hoist and Governor Ropes: Provide New Traction steel type to suit machine manufacturers requirements. Fasten with staggered length, adjustable, spring isolated wedge type shackles.

Terminal Stopping: Provide normal and final devices.

Electrical Wiring and Wiring Connections:

Conductors and Connections: Copper (FRLS) throughout with individual wires coded and connections on identified studs or terminal blocks. All wiring shall be run in containment. Use no splices or similar connections in wiring except at terminal blocks, control compartments, or junction boxes. Provide 10% spare conductors throughout. Run spare wires from car connection points to individual lift controllers in the machine room. Provide four pairs of spare shielded communication wires in addition to those required to connect specified items. Tag spares in machine room. Travelling Cables:

Provide Flame and moisture resistant outer cover. Prevent travelling cable from rubbing or chafing against lift well or equipment within lift well.

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

Entrance Equipment: Provide the following new equipment:

Door Hangers.

Door Tracks

Door Interlocks.

Door Closers.

Architraves: Shall be designed, constructed by SBI as per the requirement of Agency.

LIFT WELL ENTRANCES

Door Operator: Provide solid-state door control with AC variable frequency drive with closed loop circuitry to constantly monitor and automatically adjust door operation based upon velocity, position, and motor current. The door operating time shall be adjustable at site. Maintain consistent, smooth and quiet door operation at all floors, regardless of door weight or varying air pressure.

Provide New Infrared Reopening Device: Fully enclosed device with full screen infrared matrix or multiple beams extending vertically along leading edge of each door panel to minimum height of 2 M above finished floor. Device shall prevent doors from closing and reverse doors at normal opening speed if beams are obstructed while doors are closing, except during nudging operation.

Overload warning device: Lift should not take a start under overload condition.

Automatic Rescue Device: To bring the car to the nearest landing in case of Mains failure .

Car Operating Panel: Provide a car operating panels per car with stainless steel faceplates. The push buttons shall have Suitably identify and locate floor buttons, emergency alarm button, door open button emergency light with chargeable battery and charger, Over load warning device. Provide alarm button to ring bell located on car. Provide “door open” button to stop and reopen doors or hold doors in open position.

Car Shell: Reinforced furniture steel formed panels with baked enamel interior finish as selected. Apply sound deadening mastic to exterior.

Car Door Panels: Reinforced minimum 1.2mm thick stainless steel, Provide same construction to lift well door panels.

Base: MS plate with approved shade Granite tiles flooring

Interior Wall Finish: A combination of stainless-steel panels in hairline finish

Lighting: Recessed type Power LED lights or CFL Fixtures of reputed make (LED should be manufactured at other than China).

Handrail: Stainless steel finish.

LANDING CONTROL STATIONS

Pushbuttons: Include pushbuttons for each direction of travel, which illuminate to indicate call registration. Provide any cutting and patching required.

SIGNALS

Car Position Indicator: Digital indicator containing floor designations and direction arrows to indicate floor served and direction of car travel. When a car leaves or passes a floor, illuminate indication representing position of car in lift well. Illuminate proper direction arrow to indicate direction of travel.

Hall Position Indicator for car: Alphanumeric digital indicator containing floor designations and direction arrows in display panel with software to indicate floor served and direction of car travel. This shall be mounted in Landing Operating Panel.

ADJUSTMENTS

Install rails plumb and align vertically. Secure joints without gaps and file any irregularities to a smooth surface.

Static balance car to equalize pressure of guide shoes on guide rails.

Lubricate all equipment in accordance with manufacturer's instructions.

Adjust motors, power conversion units, brakes, controllers, leveling switches, limit switches, stopping switches, door operators, interlocks, and safety devices to achieve required performance levels.

Lift protections:

The lift shall be protected as follows.

- (a) Electrically against overload
- (b) By safety gear on car so that in the event of rope breaking or loosening, the car will be brought to rest immediately by means of grips on the glides.
- (c) By car and landing door locks so that in the event of any door kept opened, the lift will not start.
- (d) By speed governor operating on the control circuit and applying the brakes in case of over speeding of car in any direction.
- (e) By means of over travel limit switches in both downward and upward direction.

- (f) By means of a phase reversal relay.
- (g) By means of a single phasing relay.
- (h) By a device that ensures that the brakes apply as soon as a single phasing occurs or when the drive fails to start for whatever reason.
- (i) By means of suitable type and capacity buffers in the lift pit.
- (j) The car and landing door shall not open either automatically or by pressing door open push button when the lift car is not within the leveling limits.
- (k) Any other safety device as per the statutory requirements

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

- (a) All protection and safety devices shall be tested for its proper functioning.
- (b) The lift will be loaded for its full capacity and the following will be tested.
 - (i) Speed
 - (ii) Leveling at all landings
- (c) The lift will be kept empty and the following will be tested
 - (i) Speed
 - (ii) Leveling
- (d) Overload – No start and overload annunciation.
- (e) Test for rope slip under 120% load plus 20% in standstill condition.
- (f) Reduced voltage and both direction rotation
- (g) Controller function test

Section (IX) Inspection of lift equipment at manufacturer's site

The Bank at its discretion will inspect the lift equipments at the manufacturer's works before dispatch of the same to the site at State Bank of India, Regional Business Office premises at Jamnagar. The inspection by the Bank's Engineer will cover the following.

- (a) Lift machines of passenger lifts
- (b) V3F controllers of passenger lifts
- (c) Door opening system of passenger lifts
- (d) One assembled passenger lift car with panels of design approved by the Bank.
- (e) All signaling/control/indicating devices
- (f) Any other material/equipment/components

The above equipment will be inspected, marked and cleared for dispatch by the Bank's Engineers/ Consultant.

The tenderer should afford all facilities at the manufacturer's site to enable the inspection by the Bank.

Section (X) – Final Contract Compliance Review

General

Final Cleaning

Clean the following at project completion Lift, lift wells and all equipment therein shall be cleaned and left free of rust, filings, welding slag, rubbish, loose plaster, mortar drippings, extraneous construction materials, dirt and dust. Including walls, building beams, sill ledges, and lift well divider beams.

Care shall be taken by workers not to mark, soil, or otherwise deface existing or new surfaces.

Clean and restore such surfaces to their original condition.

Clean down surfaces and areas, which require final painting and finishing work. Cleaning includes removal of rubbish, broom cleaning of floors, removal of any loose plaster or mortar, dust and other extraneous materials from finish surfaces, and surfaces that will remain visible after the work is complete.

Test Results:

In all test conditions, obtain specified contract speed, performance times, and stopping accuracy without releveling, and ride quality to satisfaction of the Client and the Consultant. The tests shall be conducted under both no load and full load condition.

The temperature rise in motor windings shall be limited to 50° Celsius above ambient. A full capacity, one (1) hour running test, stopping at each floor for ten (10) seconds in up and down directions may be required.

Performance Guarantee: Should the Employer's review identify defects, poor workmanship, variance or noncompliance with requirements of specified codes and/or ordinances, or variance or noncompliance with the requirements of this Specification, the Contractor shall complete corrective work in an expedient manner to satisfaction of Employer at no cost as follows;

- Replace equipment that does not meet code or specification requirements.
- Perform work and furnish labour, materials and equipment necessary to meet specified operation and performance.
- Perform retesting required by governing code authority, Employer
- Complete all corrective work in no more than 30 days.

A follow-up final contract compliance review shall be performed by the Employer after notification by Contractor that all deficiencies have been corrected. Provide the Employer with copies of the initial deficiency report marked to indicate items that Contractor considers complete.

Employer's information

Provide three sets of information necessary for proper maintenance and adjustment of equipment in accordance with Manufacturer's recommended maintenance for lifts. All close out documents shall be provided within 30 days following final acceptance. Final payment will be withheld until the Employer receives the close out documents and they are reviewed. In addition, include the following:

Straight line wiring diagrams of "as installed" lift circuits, with index of location and function of components. Provide one set reproducible master. Mount one set wiring diagrams on panels, racked, or similarly protected, in lift machine room. Provide remaining set rolled and in a protective drawing tube. Maintain all drawing sets with addition of all subsequent changes. These diagrams are Employer's property.

Four sets of keys for all switches and control features properly tagged and marked. These close out documents shall be delivered in two hard copies and one electronic copy in PDF format. The acceptance of the close out documents by the Employer shall not be a waiver of any Contractor deviation from the Specification or shop drawings or in any way relieve the Contractor from their responsibility to perform work in accordance with the Specification.

Section (XII) Bill of Quantity Passenger Lift

Rate to be Quoted in GEM portal Only.

Sr No	Description of ITEM	Qty.	Rate/ Unit	Amount
1	<p>Supply, installation, testing and commissioning of 1 no. 08 passenger (544 Kg) Electric lift as per data sheet along with detailed specifications and the scope of work in Part A .The rate shall include for all Taxes, Duties, Service Tax, Insurance Charges etc. as indicated in part I of tender etc.</p> <p>Brief Description: -MRL Gearless passenger lift. -Capacity 08 passenger-544 Kg. -Speed 1.0 meter per sec. -High performance Simplex full collective control system -AC Variable Voltage Variable frequency (VVVF) drive, smooth start &stop. - Three stops & three operative/openings. - TFT panel of 8" size. - Approx. 6 meter travelling. - Shaft 1580 x 1830 mm Approx. - Pit size 1600 mm. - S S 304 Hair line finish cabinet, Granite Flooring on heavy duty 6mm heavy chequer plate M S platform, Decorative false ceiling with LED lighting and Blower fan with motor. Clear opening 800 mm wide X 2000 mm height. -CAR Door: Centre Opening automatic toughened glass door with SS Hairline Finish Framing. -Landing Door: Centre Opening automatic toughened glass door with SS Hairline Finish Framing.</p> <p>-SITC Cable 3.5 x 35 sq. m. m. 20 mtrs, Aluminium, including cable end termination. - 8 SWG G I wire must run along with the cable. There shall be two runs of G I Wire run for earth connections. - Point wiring 4 nos. for each floor and lift well for maintenance purpose. -Earth stations 2 nos. as per IS 3043 Maintenance free. COPPER BONDED Connecting earth stations to the lift power panel & Main Power DB by G. I. 25 x 3 m. m. Strip (30 mtrs.) - SITC of 1 No. Lift Power Panel with Incomer MCCB and outgoing MCB for lighting and power. - Supply and installation of 4 Nos. 28 watts LED TL. -Vendor has to submit the data and structure stability certificate etc to the electrical inspector. -Get approval of the drawings from CEI. Vendor has to obtain Lift use permission. Installation.</p>	1 Nos.		
	SUB TOTAL A			

2	Comprehensive annual maintenance contract charges for both lift including all spares per annum after guarantee period as per terms and conditions specified in Part I. For the period of next 8 years from the warranty period of 24 months after the successful commissioning and handing over the working lift the bank.			
	AMC Amount 3 rd year	1		
	AMC Amount 4 th Year	1		
	AMC Amount 5 th Year	1		
	AMC Amount 6 th Year	1		
	AMC Amount 7 th Year	1		
	AMC Amount 8 th Year	1		
	AMC Amount 9 th Year	1		
	AMC Amount 10 th Year	1		
	SUB TOTAL B			
	GRAND TOTAL (A+B)			

Section (XIII) Check List

Design, Supply, Installation, Testing and Commissioning of 1 No. electrical lift at State
Bank of India, Regional Business office Building, Jamnagar.

Commercial Conditions

Sr No.	Description	Bank's Terms	Acceptance of Bank's Terms (Yes/no)
1	Validity	90 Days From the date of opening of Part-B (Price Bid)	
2	EMD	Rs.17,000.00	
3	Terms of payment for equipment	As per Section II of the tender	
	Terms of payment for AMC	Quarterly payment after satisfactory completion of service.	
4	Technical specifications	As per Section VIII and Section X (Data sheet)	
5	Rates/ Taxes/ Duties/Octroi	Should be included in the quoted price	
6	Terms, Conditions and payment during AMC	Confirm that the terms, conditions and payment for the AMC and conditions for renewal of AMC as per the tender provision are acceptable.	
7	Warranty Period	24 months from date of handing over of the entire work including lift license, defective material & workmanship.	
8	Service after sales	Free of cost during the warranty period including replacement of any material/assembly/equipment/software if found necessary.	
9	Completion period	02 (Two) months from 10th day of letter of award or handing over of the site after completion of civil work in all respect which ever is later. as per detailed completion programme indicated in Section II, clause 19	
10	Liquidated damages	0.5 % of the contract amount per week of delay subject to a maximum of 5% of the contract value of the delayed lift/s.	
11	Penalty for delay in providing service	As per Section II	

12	Service facility	Shall be available at Jamnagar and approachable on telephone, mobile.	
13	Committed period for system maintenance	At least 15 years from the successful installation and hand over of lift to the Bank.	

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

Place:

Date:

Name:

Seal & Signature of Vendor with Designation