

Bank of Baroda,
Facilities Management Dept., 5th floor, Baroda Bhavan, Alkapuri, Vadodara.

**Sub: Notice Inviting Tender for Elevator Works at Bank's residential building, Akshay
Apartment at Vadodara**

Common Set of Conditions / Corrigendum No. 06 DT. 15.07.2020

The last date of submission of e-tender has been extended up to 24.07.2020 @ 1200 Hrs.

- 1.0 All common set of conditions/ Corrigendum No. 6 form part of tender i.e. contract agreement. The same shall be sealed and signed as acceptance of those conditions without any modifications and upload the same along with the tender bid. Non acceptance of the common set of conditions/ Corrigendum by the bidder or adding any other condition shall be treated as conditional tender and price bid of such tenderers shall not be opened.
- 2.0 The bidders have to submit "Unconditional Tenders" since all the queries have been clarified. Conditional bids / Tender are liable to be rejected.
- 2.1 Reply on the queries /suggestion of the contractors:

Pg.	Clause No.	Clause Title	Queries/ Deviation Suggested by contractors	Bank's Clarifications/confirmations
6	B.13 NIT	Deviation	Please note tender is being submitted subject to deviation as mentioned. Request you to read the tender terms subject to the same.	-Tender clause remain unchanged_
4 10	1.2(iv) BOQ, 1.3 BOQ, 33 SCC	Statutory Approvals	Please note: It is submitted that all statutory permissions for starting / executing, completing not limited to port clearance/custom duty and handing over the works from various authorities including PWD shall be obtained by the Owner. Fees or any other payment required to be paid, for	All the statutory permissions (with liaison) from local, state Govt., central Govt, and any other department etc. shall be obtained by the contractor. The statutory fees (actual) shall be paid by the bank on receipt of demand letter

			concerned liaison for getting above work done shall be paid directly by the Owner. The Contractor will only coordinate for inspections required as per statutory requirements as applicable on the date of this Contract.	from the contractor/authority. The contractor have to submit the payment receipt for the same.
5	5(iii) GCC	Commencement of Works	Please note and change to read as "Work to commence on the date as mentioned in the of LOA or from the first date of handing over of the site in accordance with the phasing or the date of receipt of advance whichever is later."	-Tender clause remain unchanged-
7	11 GCC	Safety and lighting at site	Please note security and lighting at site shall be provided by Owner free of cost.	-Tender clause remain unchanged-
8	13 GCC	Appointment of Personnel	Please note all personnel so appointed shall be as per the Contractor's standard and agreed scope of work.	-Tender clause remain unchanged-
9, 11	16 GCC, 41 SCC	Inspections/Testing	Please note: All testing will be as per the Contractor's SIAS Test and any other testing will be at the cost of Owner only. In case inspection or testing of the equipment's are to be done at the Contractor's factory, all the cost and expense, including those for traveling, boarding etc. for the Owner's personnel shall be borne by the Owner. Samples shall be limited with respect to finishes and small items like LOP etc. Inspection/testing and approvals for all materials in the equipment shall not be practically possible. All tests can be done	Pre dispatch Inspection-inspection or testing of the equipment's are to be done at the Original Equipment Manufacturer (OEM) factory by the banks officials (2-representative of bank), all the cost and expense, including those for traveling, boarding etc. shall be borne by the Contractor. Please considered the same while quoting rate.

			only upon receipt of written notice of 7 days by the Owner mentioning its intention to conduct the test.	
15	22(iii) GCC, 22(iv) GCC	Risk Purchase	Please delete as no risk purchase can be agreed upon. Upon non-performance/ breach, the Contractor shall be provided with 30 days' notice in writing to cure the breach within 15 days of receipt of the notice.	-Tender clause remain unchanged-
17	26 GCC	Retention Money	Please note no retention of money from RA bill can be accepted upon. In lieu of Retention, 5% RBG can be provided from date of handing over on pro rate basis till end of DLP.	Retention money shall be deducted from the running bills of the contractor. Contractor can submit Bank Guarantee in place retention money at the time of final payment. The Bank guarantee shall valid up to defects liability period.
17	27 GCC	Payment terms	Payments to be made to Schindler India as follows: Please propose suitable payment terms. Payments to be made on prorated basis. At any point of time during contract period, the Contractor will not provide more than 10% BG of INSTALLATION PORTION during the Contract. In case ABG to be submitted, please cap the validity of the same valid till delivery of indigenous material at site. All bills including final bill to be paid within 15 days of receipt of invoice. The Contractor shall be entitled to charge interest @ 12% per annum on all overdue invoices lying unpaid for more	-Tender remain unchanged-

			<p>than 30 days from its date.</p> <p>Payment cannot be linked to receipt of statutory license as it is in Owner's scope. Any deduction/withholding to be mutually agreed between the parties in writing.</p>	
19	28 GCC	Time is the essence	<p>Please note: "Time cannot be essence of the Contract" as pre-estimated damages in the form of LD is being levied. However, the work shall be completed as per Schedule agreed between the parties in writing.</p>	-Tender clause remain unchanged-
20, 32	31(i) GCC, 42 GCC	Housekeeping	<p>Please note that the Contractor shall carry out basic housekeeping activities post completion of the work. No risk purchase can be agreed upon.</p>	-Tender clause remain unchanged-
21	32 GCC	Defect Liability Period	<p>For sake of clarity, please note that every unit in a contract of multiple units will be considered as individual equipment. The completion of works, taking over by the Owner and commencement of Defect Liability Period/ Warranty or receipt of any certificate or final payment for each unit will not be linked to any other unit of the group or of the Contract. The Contractor shall be entitled to demand payment and commence Defect Liability Period as when each unit is physically complete.</p> <p>Completion/Commencement of DLP cannot be linked with obtaining and receipt of all statutory approvals. The Contractor shall be provided with 15 days written notice to rectify</p>	-Tender clause remain unchanged-

			<p>any defect within 15 days from receipt of the same. All defective work shall be rectified free of cost only during the DLP period. No DLP of DLP can be agreed upon. No latent defect can be agreed to be covered under DLP. No risk purchase can be agreed upon. The Contractor shall be liable for defect arising for reasons solely attributable to acts and omissions of the Contractor.</p>	
22	33 GCC	Liquidated Damages	<p>Please propose LD instead to be capped as following: "LD of 0.25% of the Contract value for unfinished portion of installation work per week of delay or part thereof and limited to a maximum of 2.5% of the Contract value for unfinished portion of installation work shall be levied and it shall represent the sole remedy for delay, no other penalty on milestone completion can be levied. Before imposition of LD, the Contractor shall be provided with a written notice of 15 days to remedy the breach within 15 days of receipt of the same. Owner shall have a right to terminate only when the maximum LD as specified is reached."</p>	-Tender clause remain unchanged-
22 24	34 GCC, 35 GCC	Termination	<p>Please note and replace with "In case of any delay, before terminating the Contract, the Contractor shall be provided with a written notice of 15 days to remedy the breach within 15 days of receipt of the same. Upon termination for breach in services by the Contractor, the Owner shall</p>	-Tender clause remain unchanged-

			<p>be liable to pay, an amount mutually agreed between the parties on the basis of (i) materials reasonably ordered/mobilized or initiated by Contractor for the Project and/or (ii) the Services commenced or delivered by Contractor.”</p> <p>Further in case of termination for convenience please add the following clause, “In the event of cancellation or termination of the Contract by the Owner for convenience, the Contractor will be charging from the Owner as follows: 15% of the Contract Value plus all applicable taxes before approval of drawings, 30% of the Contract Value plus all applicable taxes after approval of drawings, 60% of the Contract Value plus all applicable taxes after the Contractor’s intimation of material ready at warehouse, 90% of the Contract Value plus all applicable taxes after the material is dispatched but not installed, 100% of the Contract Value plus all applicable taxes if installation has started.”</p>	
26	37 GCC	Insurance	<p>Please note: "Contractors of Schindler are covered under ESI. EAR policy shall be taken by Schindler for 6 months of materials at site or handover, whichever earlier. Any additional or extension of policy shall be additionally payable by Owner." No insurance except EAR policy can be agreed to be given. Name of the employer can be</p>	<p>-Contractor have to obtain the policies as mentioned in the tender- Tender clause remain unchanged-</p>

			incorporated as a joint beneficiary and not as the first name.	
28	38(i) GCC	Engineer's Instruction	Please note that the Contractor shall construct, install and maintain the works as per the specifications, drawing and the agreed scope of work between the Owner and the Contractor.	Contractor have to take approval of working drawings from the Bank and strictly follow the specifications mentioned in tender.
29	39 GCC	Suspension	Please add: "In case of suspension of services for reasons other than those solely attributable to the Contractor, 5% of total Contract Value per elevator will be charged additional over the Contract Value as remobilization charges by the Contractor."	-Not accepted –Shall be paid as per tender clause-
31	41 GCC	Arbitration	Please note: "If the parties are unable to resolve the dispute amicably within 15 days of service of the written notice (or such longer period as the parties may mutually agree), then the dispute shall be finally resolved by arbitration as per the provisions of Arbitration and Conciliation Act, 1996 by a sole arbitrator to be appointed by both the parties." Notwithstanding anything contained herein or elsewhere Contractor shall be paid for all works performed during the pendency of proceedings. Undisputed matters shall only be carried by Contractor.	-Tender clause remain unchanged-
43	46 GCC	Force Majeure	Please note: 'pandemic and epidemic' shall be considered as a force majeure event.	-Tender clause remain unchanged-

2	10 SCC	Water and Electricity	Please note water and electricity at site shall be provided by the Owner free of cost.	Contractor have to make their own arrangement for electricity and water. If the electricity and water provided by Bank at single point (location), contractor have to make their own arrangement for utilization of the same. In this case Bank shall charges 2% of the contractor value towards electricity and water charges.
8	26(c) SCC	Guarantee	Please replace the word 'guarantee' with 'warranty'.	Please read Guarantee/warranty as applicable for clause no 26 (C) SCC
To be added	New Clause	Liability	Please add: "The Contractor shall indemnify only for gross its negligence and willful misconduct solely attributable to it. All liabilities of the Contractor shall cease at the end of the warranty period. The Contractor shall under no circumstances be liable for any loss of use or production, loss of profit, interest or revenues, loss of data or for any indirect or consequential damages or losses. Notwithstanding anything contained herein or elsewhere, the maximum liability of the Contractor under or in connection with the Contract shall in no event be higher than 50% of the Contract price actually received by the Contractor. All liabilities shall cease in case the work is	After warranty period and Comprehensive Annual Maintenance Contract, process of awarding Comprehensive Annual Maintenance Contract shall be initiated as per Bank's guidelines.

			terminated/ completed by third party.”	
To be added	New Clause	Price Validity	Please add “Post Award of the Contract, the rates quoted by the Contractor shall be fixed for a period of__ till ____ (Price Validity). In case of variation in price for reasons of variation in scope of work or delays beyond the specified period, for reasons other than those attributable to Schindler there shall be variation in prices quoted and the same shall be paid by the Owner to the Contractor.”	The contractor is bound to do the work as per specifications , drawings approved by the Bank at quoted price till the completion of the project. Variation in the scope shall be considered as per DSR/IS /CPWD standards.
To be added	New Clause	Right to Use	Please add: “Neither the Owner nor any third party shall be entitled to use the elevator for any purpose whatsoever prior to: <ul style="list-style-type: none"> •the formal written handover letter by the Contractor to the Owner. •the receipt of the full and final payment by the Contractor. •the building construction being completed. Any unauthorized use or attempt of unauthorized use shall render the warranty and free maintenance period null and void and all subsequent aspects thereof shall be solely at the Employer’s own cost and risk. Ownership of material shall be transferred to Employer once the final invoice is generated. Any support to be rendered shall be only after receipt of payment.”	The bank shall entitle to use the elevators after completion of work. On receipt of license from concerned authorities.

2.2 Technical specifications of the lifts:

S. No	Description	Technical specification
1	Product Type	Gearless
2	Product Group	Elevator - MR
3	Rated Load (Kg)	As per IS Standard-for 6 passenger
4	Rated Speed (m/s)	<i>1.5 MPS</i>
5	Elevator Type	Passenger Elevator
6	Number of Stops	11
7	Number of Floors	11
8	Group Control	YES
9	Lift Numbers of Group Control	Both the lifts
10	Car Size	(Suitable to the existing duct size)
11	Car Height (mm)	2100 -2400
12	Door Opening Type	2 Panel one Side Open (Lobby) As per site Condition
13	Door Width (mm)	750 or suitable to the site condition as approved by bank.
14	Door Height (mm)	2000-2100
15	Shaft Width (mm)	1610
16	Shaft Depth (mm)	1680
17	Floor Height	3000
18	Pit Depth (mm)	<i>1550-1600</i>
19	Travelling Height (mm)	Ground to 10 th floor
20	Car Decoration Package	<i>Moon Rock/ Honeycomb finish</i>
21	Car Door Panel Decoration	<i>Moon Rock/ Honeycomb finish</i>
22	Suspended Ceiling Decoration	<i>Moon Rock/ Honeycomb finish</i>
23	Suspended Ceiling Lighting	LED
24	Car Flooring	20mm recess for granite
25	Floor Designation	0,1,2,3,4,5,6,7,8,9,10
26	COP Push Button Model	Red/blue , with braille font
27	COP Length	Full Length
28	COP Display Type	Red/blue Dot-Matrix Indicator
29	Attendant Service on Main COP	by Key Switch
30	Intercom	Yes
31	Card reader operate car call (instead of push button)	Yes, only provision
32	Auto return to specified Floor	Yes
33	Fireman's Drive	Yes

34	Voice Announcement	English
35	Automatic rescue operation	Yes
36	Video Transmission Cable	Yes, provision only
37	Absolute floor position system	Yes
38	Fan	Blower fan
39	Provision of CCTV	Yes ,only provision ,Bank shall installed CCTV on later stage

- 3.0 Online Tender submission date shall be **24.07.2020 @ 1200 hrs.**
- 4.0 The online technical bid shall be opened online on **24.07.2020 @ 1230 hrs.** in the presence of authorized representatives of the tenderers.
- 5.0 The Price bid will be opened at later date, of those firms/ contractors/ agencies, who fulfill the requirements / criteria put in the tender document.
- 6.0 Other terms and conditions of the tender , corrigendum 1 to 5 shall remain unchanged.

Yours Faithfully,

Sd/-

**Chief Manager
(Facilities Management)**

Place: Vadodara
Date: 15.07.2020