

BANK OF BARODA



Tender for Removal of Old Lifts and Supply, Installation, Testing and Commissioning of 2 Nos New Lifts (Elevators) at Banks Owned Residential Premises, MHADA Building No.4, Adi Shankaracharaya Marg, Powai, Mumbai”.

TECHNICAL BID

Last date of submission of application 22.02.2021 up to 14:30

TECHNICAL BID (PART –I)

Name Of Work: - Tender for Removal of Old Lifts and Supply, Installation, Testing and Commissioning of 2 Nos New Lifts (Elevators) at Banks Owned Residential Premises, MHADA Building No.4, Adi Shankaracharya Marg , Powai, Mumbai”.

Bank of Baroda invites tender from experienced (Contractors - Lift OEMs) for Tender for Removal of Old Lifts and Supply, Installation, Testing and Commissioning of 2 Nos New Lifts (Elevators) at Banks Owned Residential Premises, MHADA Building No.4, Adi Shankaracharya Marg, Powai, Mumbai”. Tender form has to be downloaded from the Bank’s website www.bankofbaroda.in/tender.htm (tender section). Application form available on website alone needs to be used. Tender forms will be available on the bank’s website from 01/02/2021 till 22/02/2021 up to 14:30 hrs.

The last date of submission is 22/02/2021 up to 14:30 hrs.

Sealed tender shall be submitted in three separate envelopes consisting of the following:

1. Cover 1 - Part – I Technical Bid
2. Cover 2 : Earnest Money Deposit (EMD)
3. Cover 3 - Part – II Price Bid

Cover 1: Part – I, Technical Bid shall contain following documents

1. Technical bid accepting terms and conditions of the tender
2. Pre-qualification documents
 - i. Specified in Annexure A
 - ii. Proforma showing detail for having executed minimum

Contractors desirous to apply for said work shall fulfill the following:

Minimum pre-qualifying/short listing criterion:

1. They should have completed similar jobs* in last seven years (as on 31.01.2021) as per the following criteria (Proforma enclosed) :
 - a) **One** similar completed work costing not less than **Rs.40 Lacs**
OR
 - b) **Two** similar completed works, each costing not less than **Rs.25 Lacs**
OR
 - c) **Three** similar completed works, each costing not less than **Rs.20 Lacs**
2. The manufacturer should have following criteria
 - a) The Lift manufacturer shall comply with BIS standards, duly certified by designated labs / certifying agencies.



- b) The Manufacturer shall be compliant to the Public procurement (Preference to Make in India), Order 2017 (as amended from time to time) issued by the Department of Industrial Policy and Promotion (DIPP), Ministry of Commerce and Industry.
- c) The experience of successful completion of similar works shall be as per CPWD Works Manual / SoP.
- d) The manufacturer shall furnish an undertaking regarding availability of spares for the entire life of the lift i.e. 15 to 20 years.
- e) The complete Lift installation including its components, safety devices, various types of controls etc., testing, inspection, operation & maintenance shall conform to relevant Codes / Standards / Code of Practices / Guidelines / Safety / Rules / Inspection Manual(s) / Rules issued by Bureau of Indian Standards, as amended up to the last date of receipt of tenders.
- f) Quality Standards shall conform to IS/ISO-9001:2015 as amended.
- g) The Down Time of installed lifts, which are being maintained by the manufacturer, shall not be more than 8 hours (average) in case of minor faults and 7 days (average) in case of major faults in last one year. The data to be considered shall be for last financial year.

(*Similar Job means Supply, Installation, Testing and Commissioning of New Lift work in residential/commercial/institutional building etc.).

3. Average annual financial turnover of the firm during last 3 years, ending 31st March, 2020, should be at least **Rs.15 Lacs** (supported with Audited Balance Sheets).

Cover 2 : Shall contain interest free **Earnest Money Deposit** (EMD) amounting to **Rs.50,000/-** (Rupees Fifty Thousand Only) in the form of Demand Draft/Bankers Cheque in favour of Bank of Baroda payable at Mumbai.

Cover 3: Part – II - Price Bid shall contain following documents.

BOQ with rates without any condition duly signed and sealed by the bidder in all pages. Conditional offers shall be summarily rejected.

The bidder shall clearly write on **Cover - 1**: the words – **“Technical Bid - Cover 1 - Tender for Removal of Old Lifts and Supply, Installation, Testing and Commissioning of 2 Nos New Lifts (Elevators) at Banks Owned Residential Premises, MHADA Building No.4, Adi Shankaracharya Marg, Powai, Mumbai”**.

On cover – 2: **“Cover 2 - EARNEST MONEY DEPOSIT FOR Tender for Removal of Old Lifts and Supply, Installation, Testing and Commissioning of 2 Nos New Lifts (Elevators) at Banks Owned Residential Premises, MHADA Building No.4, Adi Shankaracharya Marg , Powai, Mumbai”**.

The bidder shall clearly write on **Cover - 3** the words - **“Price Bid - Cover 3 - Tender for Removal of Old Lifts and Supply, Installation, Testing and Commissioning of 2 Nos New Lifts (Elevators) at Banks Owned Residential Premises, MHADA Building No.4, Adi Shankaracharya Marg , Powai, Mumbai”**.



Price Bid should contain BOQ with rates without any condition and sign & seal of the bidder at all pages.

The interest free Earnest Money Deposit (EMD) amounting to Rs.50,000/- should be provided through Demand Draft / Bankers Cheque in favour of Bank of Baroda payable at Mumbai. The tender not accompanied with earnest money will be summarily rejected and their tender will not be opened.

Three items (i) Technical Bid, Cover-1 (ii) Earnest Money Deposit (EMD) instrument, Cover-2 and (iii) Price Bid, Cover-3 should be placed in another **single cover** and super scribed "**Tender for Removal of Old Lifts and Supply, Installation, Testing and Commissioning of 2 Nos New Lifts (Elevators) at Banks Owned Residential Premises, MHADA Building No.4, Adi Shankaracharya Marg , Powai, Mumbai**".

and submitted in the tender box kept at the following address:

**The General Manager & HEAD
(FM, PD , COA & RD)
Baroda Corporate Centre, 1st Floor
C – 26, G - Block,
Bandra Kurla Complex,
Bandra (East), Mumbai 400 051**

Validity of offer shall be 120 days from the date of opening of Technical Bid.

The Bank does not bind itself to accept the lowest or any tender and reserves the right to accept or reject any or all tenders either in whole or in part, without assigning any reasons whatsoever.

No conditions will be entertained. Conditional offers shall be summarily rejected. Disputes, if any, will be subject to Mumbai jurisdiction only.

Tender documents downloaded from Bank's website shall only be accepted.

In case of any clarification you may please contact following officials:

Mr. Narendra Hansdah, Chief Manager (Civil) – 022-66985118

Mr. Akash Kangra, Manager (Electrical) – 9716507556

Email Id – em.bcc@bankofbaroda.com ,

Pre Bid Meeting has been scheduled on 08/02/2021 at 15:00 hrs at our office only. The queries received before 06/02/2021 will only be entertained in Pre Bid Meeting.

Further "Corrigendum" or "Addendum" (if any) shall be issued on Bank's website only and prospective Bidders have to keep checking our website for any additional instructions/ Addendum, if any till 48 hours of tender submission time. Bidders who quote tender without attaching tender or the addendum if any will be rejected.

All the pages of tender documents are to be stamped and signed by the tenderer.

Last date of receipt of tenders in the prescribed form is **22/02/2021 up to 14:30hrs**. Tender covers I & II will be opened on **22/02/2021 at 15:00 hrs**.



Date of opening of Price Bid shall be informed separately.

Canvassing in connection with tenders is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable to rejection.

Seal & Signature of Tenderer



FORM OF TENDER (Part-I: Technical Bid)

To,
 The General Manager & Head,
 (FM, PD ,COA & RD)
 Bank of Baroda,
 1st Floor,
 Baroda Corporate Centre,
 C-26, G-Block,
 Bandra Kurla Complex,
 Bandra East,
 Mumbai-400051

Dear Sir,

Re: Tender for Removal of Old Lifts and Supply, Installation, Testing and Commissioning of 2 Nos New Lifts (Elevators) at Banks Owned Residential Premises, MHADA Building No.4, Adi Shankaracharya Marg , Powai, Mumbai”.

Having examined the details/ specifications and schedule of quantities, and satisfying ourselves as to various conditions stated, I/we hereby offer to execute the above works at the respective rates which I/we have quoted for the items in the Schedule of Quantities.

I/We herewith deposit Rs.50,000/- (Rupees Fifty Thousand Only) by Demand Draft / Banker's Cheque drawn in favour of Bank of Baroda payable at Mumbai as Earnest Money Deposit for the execution of the above mentioned works at my/ our tendered rates together with any variations should the work be awarded to me / us.

In the event of this tender being accepted, I/we agree to enter into and execute the necessary contract required by you. I/ We do hereby bind myself/ourselves to forfeit the aforesaid deposit of Rs. 50,000/- (Rupees Fifty thousand Only) in the event of our refusal or delay in signing the Contract Agreement. I/we further agree to execute and complete the work within the time frame stipulated in the tender documents.

I/we agree to pay Sales Tax, Works Contract Tax, GST, Excise Tax, Octroi, VAT, Duties, all Royalties and all other applicable taxes prevailing and be levied from time to time on such items for which the same are livable and the rates quoted by me/us are inclusive of the same.

I/we understand that you are not bound to accept the lowest tender or bound to assign any reasons for rejecting our tender. I/we further understand that Bank of Baroda may award Contracts to more than one Contractor and that I/ we shall make no claims whatsoever if Bank of Baroda accept only a part of my/ our tender. We unconditionally agree to Bank of Baroda's preconditions as stipulated in the tender documents.

Bank reserves the right to terminate our contract and forfeit the Earnest money deposit paid by us in addition to recovery of all the dues to the Bank from the payment receivable by us.



I/ we enclose demand draft/ banker's cheque /DD for Rs. 50,000/- towards Earnest Money deposit.

Any Commercial discloser in the Technical Bid will disqualify me/ us without any further scrutiny.

I/we enclose herewith the completed tender documents duly signed in duplicate.

Yours truly,

[To be signed by the Authorized Representative of
Tenderer holding Power of Attorney]

Place:

Date



ANNEXURE A

PART I – TECHNICAL BID (Cover 1)

Mandatory information required for Prequalification of the bidder

Important:

1. Please type or handwrite in capital letters.
2. Attach copies of the supporting documents.
3. Please use addition sheets if required.

1	a) Name of the applicant / organization b) Address of the Registered Office c) Address of office at Mumbai. (With Phone Nos, Fax Nos & Email ID & Contact Person)	
2	Year of establishment	
3	Type of the organization (Whether sole proprietorship, Partnership, Private Ltd. or Ltd. Co. etc.) (Enclose certified copies of documents as evidence)	
4	Name & qualification of the Proprietor / Partners / Directors of the Organization / Firm a) b) c) Enclose certified copies of document as evidence	
5	Details of registration – Whether Partnership firm, Company, etc. Name of Registering Authority, Date and Registration number. Enclose certified copies of document as evidence	
6	Whether registered with Government / Semi – Government / Municipal Authorities of any other Public Organization and if so, in which class and since when? (Enclose certified copies of document as evidence)	
7	a. No. of years of experience in the field and details of work in any other field. b. Whether ISO certified, furnish the details.	
8	Area of business activities other than construction, if any, and place of business.	
9	Registration of firm under Shop & Establishment Act 1948	
10	Address of Mumbai office through which the proposed work of the Bank will be handled and the Name & Designation of officer-in-	

	charge.	
11	(a) Yearly turnover of the organization during last 3 years (year wise) (Avg. turnover of last 3 years should not be less than Rs.15 Lacs) and furnish audited balance sheet and Profit & Loss A/c (Audited) for the last –3- years. (b) Average turnover in 2017 – 2018 2018 – 2019 2019 – 2020	
12	Name & Address of Bankers (Solvency certificate from a Bank to be enclosed for indicating satisfactory financial capacity of the organization)	1. 2. 3.
13	Enclose copy of latest income tax clearance certificate.	
14	PAN No.	
15	GST No.	
16	Detailed description and value of works done (Proforma-1) and works on hand (Proforma-2)	
17	Empanelment with other Companies/PSUs if any	
18	Other infrastructural information to be used/ referred for this project (Proforma-4) List of available plants, machineries equipment's etc.	
19	Furnish the names of –3- responsible persons along with their designation, address, Tel.No. etc., for whose organization, you have completed the above mentioned jobs and who will be in a position to certify about the performance of your organization.	1. 2. 3.
20	Whether any Civil Suit / litigation arisen in contracts executed / being executed during the last 10 years. If yes, please furnish the name of the project, employer, Nature of work, Contract value, work order and brief details of litigation. Give name of court, place, and status of pending litigation.	
21	Information relating to whether any litigation is pending before any Arbitrator for adjudication of any litigation or else any litigation was disposed off during the last ten years by an arbitrator. If so, the details of such litigation are required to be submitted.	



22	Have you been ever disqualified or levied penalty by the bank in past for non-fulfillment of the contractual obligations. If yes, please provide details.	
23	Have you in past carried out any works for Bank of Baroda or its subsidiaries? If yes, give details.	

NOTE: Attach extra sheets with Sr. No if the space found less.

(Please enclose this information in PART I (Technical Bid) of the Bid. Bid of agencies who are not furnishing above information will be summarily rejected).

Seal & Signature of Tenderer



PROFORMA – 1

LIST OF PROJECTS EXECUTED BY THE ORGANISATION DURING THE LAST 7 YEARS (Minimum Value of Work done not less than Rs. 20 lacs)

Sl No	Name of work/ project with address.	Name & full postal address of the owner. Specify	Contract Amount (Rs.)	Stipulated time of completion (Years)	Actual time of completi on (years)	Any other relevant information. Actual amount of the Project, if increased, give reasons.	Enclose client's certificate for satisfactory completion.

Notes:

1. Information has to be filled up specifically in this format. Please do not write remark "As indicated in Brochure".
2. Date shall be reckoned from the date of advertisement of the notice in newspapers.
3. For certificates, the issuing authority shall not be less than an Executive In charge.



PROFORMA - 2

LIST OF IMPORTANT WORKS IN HAND

(Minimum Value of Work done not less than Rs. 20 lacs)

Sl. no	Name of work/ project with address.	Name & full postal address of the owner. Specify whether Govt. undertaking along with name, address and contact nos. of –2- persons (Engineers or top officials of the organization)	Contract Amount (Rs.) with copy of Work Order & completion certificate from project in- charge.	Stipulated time of completion (Years)	Present status of the project	Any other relevant Information.

Note:-

Information has to be filled up specifically in this format.



Please do not write remark "As indicated in Brochure".

PROFORMA - 3

Details of Infrastructure in Office

Sr. No.	Items	Numbers	Details
1	Office Premises, Area, etc		
2	Fax M/c		
3	Telephones		
4	Other instruments		
5	Software used for planning.		
6	Reference books used		
7	Subscription to magazines,		
8	Any other information		

(Please enclose this information in the PART I (technical bid) of the bid. Bid of agencies who are not furnishing above information will be summarily rejected).

I/We confirm that to the best of our knowledge this information is authentic and accept that any deliberate concealment will amount to disqualification by the Bank at any stage.

GENERAL INSTRUCTIONS TO CONTRACTORS AND SPECIAL CONDITIONS:

1. Sealed Tenders should be addressed to General Manager & Head (FM, COA, DMS & SECURITY), Bank of Baroda, Estate Management Department, C-26 G-Block, Bandra Kurla Complex, Bandra (E), Mumbai – 400 0051 and superscribed ***Tender for Removal of Old Lifts and Supply, Installation, Testing and Commissioning of 2 Nos New Lifts (Elevators) at Banks Owned Residential Premises, MHADA Building No.4, Adi Shankaracharya Marg , Powai, Mumbai*** so as to reach not later than **1430 hrs. on 22/02/2021**.
2. No tender will be received/accepted after **14:30 hrs On 22/02/2021** under any circumstances whatsoever.
3. Tenders will be opened at **1500 hrs on 22/02/2021** in the office of The General Manager & Head (FM, COA, PD & RD), Bank of Baroda, 1st floor, Baroda Corporate Center, C-26 G-Block, Bandra Kurla Complex, Bandra (E), Mumbai – 400 051 or any other office designated for this purpose by him in presence of tenderers or their authorized representatives should they choose to be present.
4. The tenderer must use only the forms given by the bank to fill in the rates. (Any addition/alteration in the text of the tender form made by the tenderer shall not be valid.)
5. The tender form must be filled in Hindi / English and all entries must be made by hand and written in ink. The rate and amount should be in figures and words. If any of the documents is missing or unsigned, the tender may be considered invalid by the Bank in its discretion.
6. Rates should be quoted both in figures and in 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 and failure to comply with either of these conditions will render the tender void at the Bank's option. No advice of any change in rate or conditions after the opening of the tender will be entertained.
7. Each page of the Tender documents should be signed by the person or persons submitting the tender in token of his/their having acquainted himself/themselves with the General Conditions of Contract, General Specifications, Special Conditions etc., as laid down. Any tender with any of the documents not so signed will be rejected.
8. The tender submitted on behalf of a firm shall be signed by all the partners of the firm or by a partner who has the necessary authority on behalf of the firm to enter into the proposed contract. Otherwise the tender may be rejected by the Bank.
9. The Bank of Baroda does not bind itself to accept the lowest or any tender and reserves to itself the right to accept or reject any or all the tenders, either in whole or in part without assigning any reasons for doing so.
10. "Intending tenderers shall pay as Earnest Money Deposit a sum of Rs.50,000/- (Rupees Fifty Thousand Only) by a demand draft / Banker's Cheque in favour of Bank of Baroda at Mumbai. A tender not accompanied by earnest money deposit will not be considered. The earnest money will be refunded to the unsuccessful bidders, after identifying/awarding the



work to the successful bidder, without any interest.

- 11 The Earnest Money Deposit of Rs.50,000/- paid by the successful tenderer when he submitted his tender shall be held by the Bank of Baroda as security for the execution and due fulfillment of the contract. No interest shall be paid on the said deposit. EMD for the contractors registered with **MSME/NSIC/SSI** is waived off subject to submission of valid certificate from Govt. /Competent Authority.

Details of Bank Transfer:

NAME : BANK OF BARODA
 BRANCH : BANEAS (BANDRA EAST)
 BANK ACCOUNT No. : 29040400000418
 A/C TYPE :O/D
 IFSC CODE :BARB0BANEAS

↓
 Zero

- 12 On receipt of intimation from the Employer of the acceptance of his/their tender, the successful tenderer shall be bound to implement the contract agreement within Fourteen days thereof, the successful tenderer shall sign the agreement in accordance with the draft agreement and the schedule of conditions but the written acceptance by the Bank of Baroda of a tender will constitute a binding contract between the Bank of Baroda and the person so tendering, whether such formal agreement is subsequently executed or not. The cost of necessary stamp paper for execution of the agreement shall be borne by successful tenderer.
- 13a **Initial Security Deposit** - In addition to the Earnest Money Deposit successful tenderer shall deposit amount equivalent to 2 % of accepted tender value (which shall include the EMD) as initial security deposit.
- 13b **Retention Amount:** Retention amount @8% of the gross bill amount shall be retained by the Bank from all the RA Bills subject to the limit of 5% of the Contract amount (including Variation and ISD as authorized by the Bank). 50 % of the Retention money shall be released on issue of virtual completion certificate and removal of materials, site clearance etc from site. Remaining 50% shall be released after the end of satisfactory completion of defects liability period from the date of completion of the work subject to rectified to the satisfaction
- 13c All compensation or other sums of money payable by the contractor to the Employer under the terms of this contract may be deducted from his earnest money and security deposit if the amount so permits and the contractor shall, unless such deposit has become otherwise payable within ten days after such deductions make good in cash the amount so deducted.
- 14 The Contractor shall not assign the Contract to subcontractor. He shall not sublet any portion of the Contract except with the written consent of the Employer Bank 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.



- 15 The Contractor shall carry out all the work strictly in accordance with drawings, details and instructions of Bank's Architect & Engineer. If in the opinion of the Bank Representative, changes have to be made in the design and with the prior approval in writing of the Bank Representative, they desire the Contractor to carry out the same, the Contractor shall carry out the same without any extra charge.
- 16 A schedule of Probable Quantities in respect of each work and Specifications accompany these Special Conditions. The Schedule of Probable Quantities is liable to alterations by omissions, deductions or additions at the discretion of the Bank. 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 amounts quoted against various items should be totaled in order to show the aggregate value of the entire tender.
- 17 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, inspect the site of the work, acquaint himself with all local conditions, means of access of the work, nature of the work and all matters pertaining thereof.
- 18 The rates quoted in the tender shall include all charges for clearing of site before commencement as well as after completion, water, electric consumption, meters, double scaffolding, centering, boxing, staging, planking, timbering and pumping out water including bailing, fencing, hoarding, plant and equipment, storage sheds, watching and lighting, by night as well as day including Sundays and Holidays, temporary plumbing and electric supply, protection of the public and safety of adjacent roads, streets . The rates quoted shall be deemed to be for the finished work to be measured at site. The rates shall also be firm and shall not be subject to exchange variations, Labour conditions, fluctuations or any conditions whatsoever. GST will be paid extra as applicable. No claims will be paid in respect of sales tax, excise duty, Octroi or other tax duty or levy by the Bank.
- 19 The Contractor should note that unless otherwise stated the tender is strictly on item rate basis and his attention is drawn to the fact that rates for each and every item should be correct, workable and self-supporting. The quantities in the Schedule of Quantities approximately indicate the total extent of work but may vary to any extent and may even be omitted thus altering the aggregate value of the Contract.
- 20 Time allowed for carrying out the work as mentioned shall be strictly observed by the tenderer and it shall be reckoned from the tenth day after written order to commence the work is issued.

The work shall throughout the stipulated period of the Contract be proceeded with all due diligence and if the Contractor fails to complete all the work within the specified period he shall be liable to pay compensation of the Conditions of Contract. The tenderer shall before commencing work prepare a detailed work program which shall be approved by the Employer. Contractors shall be liable to pay Liquidated damages against delay of the work @ 1 % per week of delay of the estimated amount shown in the tender or contract amount whichever is higher . Maximum liquidated damages shall be 10 % of the accepted contract



sum (including addition for authorized increase, if any).

- 21 Tenders will be considered from reputed Manufacturers – OEM (Lift) contractors in trade concerned. Each tenderer shall submit with his tender a list of large works of a like nature he has executed giving details as to their magnitude and cost of the proportion of work done by the Contractor in it and the time within which the work were completed.
- 22 The Contractor shall not be entitled to any compensation for any loss suffered by him on account of delays in commencing or executing the work, whatever the cause of delays may be, including delays arising out of modification to the work entrusted to him.
- 23 The successful tenderer is bound to carry out any or all items of work necessary for the completion of the job even though such items are not included in the quantities and rates. Schedule of instructions in respect of such additional items and their quantities will be issued in writing by Bank.
- 24 The contractor must bear in mind that all the work shall be carried out strictly in accordance with the specifications made by the Bank and also in compliance of the requirements of the local public authorities and no deviation on any account will be permitted.
- 25 The tenderer shall have to use materials of the makes/manufacturers specified in the list of material approved brand and/or manufacture contained in this tender form. In case the make is not mentioned, the decision of the Bank in respect of specifying the same shall be final and binding on the contractor.
- 26 The contractor shall strictly comply with the provision of safety code annexed hereto.
- 27 The security deposit of the successful tenderer will be forfeited if he fails to comply with any of the conditions of the Contract.
- 28 **CONTRACTOR TO INFORM HIMSELF FULLY:**

The contractor shall be deemed to have carefully examined the work and sited conditions including Labour, the general and special conditions, the specifications, schedules and shall be deemed to have visited the site of work, to have fully informed himself regarding the local conditions and carried out his own investigations to arrive at the rates quoted in the tender. In this regard he will be given necessary information available with the department but without any guarantee about its accuracy.

If the contractor shall have any doubt as to the meaning of any portion of the general conditions, or the special conditions or the scope of the work or the specifications or any other matter concerning the contract he shall in good time, before submitting tender, put forth the particulars thereof and submit them to the Bank, in writing in order that such doubts may be clarified in writing before tendering. Once a tender is submitted the matter will be decided according to tender conditions in the absence of such authentic pre-clarification.



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

Contractor's Signature.....

Address.....

.....

Date.....

Conditions of Contract

Materials & workmanship to confirm to description	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 Bank's instructions, and the Contractor shall upon the request of the Bank furnish it 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 Bank may require as per the testing schedule of tender.
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 Bank may consider necessary until the expiry of the "Defects Liability Period" stated in the Appendix hereto.
Dismissal of workmen.	The Contractor shall on the request of the Bank immediately dismiss from the works any person employed thereon by him who may, in the opinion of the Bank be incompetent or misconduct himself and such persons shall not be again employed on the works without the permission of the Bank.
Access to works	The Employer, their respective representatives shall at all reasonable times have free access to the work and/ or to 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.
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.
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	<p>The Bank may from time to time intimate to the Contractor and Employer that he requires the works to be measured, and the Contractor shall forthwith attend or send a qualified Agent to assist the Bank.</p> <p>The Contractor Should not attend or neglect or omit to send such Agent then the measurement taken by the Bank shall be taken to be correct measurements of the works. Such measurements shall be taken in accordance with the Mode of Measurements detailed in the Specifications.</p>



	<p>The Contractor or his Agency may at the time of measurement take such notes and measurements as he may require.</p>
<p>Unfixed materials when taken into account to be the property of the Employer.</p>	<p>Where in any Certificate (of which the Contractor has received payment), the Bank 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 Bank. The Contractor shall be liable for any loss of, or damage to, such materials.</p>
<p>Defects after virtual completion.</p>	<p>Any defect, shrinkage, settlement or other faults which may appear within the "Defects Liability Period" stated in the Appendix hereto or, if none stated, then within twelve months after the virtual completion of the works, arising in the opinion of the Bank from materials or workmanship not in accordance with the contract, shall upon the directions in writing of the Bank, 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, shrinkage, settlement or 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.</p>
<p>Certificate of virtual completion & defects liability period.</p>	<p>The works shall not be considered as completed until the Bank has certified in writing that they have been virtually completed. The Defects Liability Period shall commence from the date of Hand over along with Lift License and necessary Certificates.</p>
<p>Other persons employed by Employer.</p>	<p>The Employer reserves the right to use premises and any portions of the site for the execution of any work not included in this Contract which it may be 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 material for the execution of such work except by special arrangement with the Employer. 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.</p>
<p>Insurance in respect to damages to persons and property.</p>	<p>The Contractor shall be responsible for all injury or damage to persons, animals or things, and for all damage to property which may arise from any factor omission on the part of the Contractor or any Sub-Contractor or any nominated Sub-Contractor or any of their employees. The liability under this clause shall cover also, interalia any damages to structures, whether immediately adjacent</p>

to the works or otherwise; any damage to roads, streets, footpaths, bridges as well as damage caused to the building and other structures and works forming the subject matter of this contract. The contractor shall also be responsible for any damage caused to the buildings and other structures and works forming the subject matter of this contract due to rain, wind, frost or other inclemency of weather. The contractor shall, indemnify and keep indemnified the employer and hold him harmless in respect of all and any loss and expenses arising from any such injury or damage to persons or property as aforesaid and also against any claim made in respect of injury or damage, whether under any statute or otherwise and also in respect of any award or compensation or damage consequent upon such claims. The Contractor shall, at his own expense, effect and maintain till issue of the virtual completion certificate under this contract, with an insurance company approved by the Employer, an All Risk Policy for Insurance for the full amount of the contract including earthquake risk in the joint names of the employer and the contractor (the name of the former being placed first in the policy) against all risk as per the standard all risk policy for contractors and deposit such policy or policies with the employer before commencing the works.

The Contractor shall reinstate all damage of every sort mentioned in this clause so as to do delivery of the whole of the works complete and perfect in every respect and so as to make good or otherwise satisfy all claims for damage to property or third parties.

The Contractor shall also indemnify and keep indemnified the Employer against all claims which may be made against the Employer by any person in respect of anything which may arise in respect of the works or in consequence thereof and shall at his own expense, effect and maintain until the virtual completion of the contract, with an Insurance Company approved by the employer a policy of Insurance in the joint names of the Employer and the Contractor (name of the former being placed first in the policy) against such risk and deposit such policy or policies before commencement of the works.

The minimum limit of the coverage under the policy shall be Rs.2 lakhs per person for any one accident or occurrence and Rs.5 lakhs in respect of damage to property for any one accident or occurrence. The contractor shall also indemnify the employer against all claim 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 of Sub-Contractor and shall be at his own expense effect and maintain until the virtual completion of the contract, or with an Insurance Company,



approved by the Employer, a policy of insurance against such risks and deposit such policy or policies with the Employer from time to time during the currency of this contract.

In default of the contractor insuring as provided above, the employer may so insure and may deduct the premiums paid from any moneys due or which may become due to the contractor.

The contractor shall be responsible for any liability which may not be covered by the Insurance Policies referred to above and also for all other damages to any person, animal or defective carrying out of this contract, whatever, may be the reasons due to which the damage shall have been caused.

The contractor shall also indemnify and keep Indemnified the Employer against all and any costs, charges or expenses arising out of any claim or proceedings relating to the works and also in respect of any of damage or compensation arising there from.

Without prejudice to the other rights of the employer against contractors in respect of such default, the employer shall be entitled to deduct from any sums payable to the contractor the amount of any damages, compensation costs, charges and other expenses paid by the employer and which are payable by the contractor under this clause.

The Contractor shall upon settlement by the insurer of any claim made against the insurer pursuant to a policy taken under this clause, proceed with due diligence to rebuild or repair the works destroyed or damaged. In this event all the money received from the Insurer in respect of such damage shall be paid to the Contractor and the contractor shall not be entitled to any further payment in respect of the expenditure incurred for rebuilding or repairing of the materials or goods destroyed or damaged.

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

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 Bank and he shall thereupon and forthwith begin the works and shall regularly proceed with and complete the same (except such painting or other decorative work



as the Bank 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.

Damage for non-completion

If the Contractor fails to complete the works by the date stated in the Appendix or within any extended time reasonably to have been completed the Contractor shall pay the Employer the sum named in the work order as “Liquidated Damages” for the period during which the said work shall so remain incomplete and the employer may deduct such damage from any moneys due to Contractor.

Delay and extension of time.

If in the opinion of the Bank 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 or the Bank and not referred to in the Schedule of Quantities and/or Specification or (e) by reason of Bank’s instructions or (f) by reason of civil commotion, local combination of workmen or strike or lockout affecting any of the building trades or (g) in consequences of the Contractor not having received in due time necessary instructions from the Bank for which he shall have specifically applied in writing or (h) from other causes which the Bank may certify as beyond the control of contractor or (i) in the event, the value of work exceed the value of the priced schedule of quantities owing to variations the Bank may with previous approval in writing of the Employer make fair and reasonable extension of time for completion of the Contract Works. In case of such strike or lockout the Contractor shall immediately give written notice thereof to the Bank but 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 Bank to proceed with work.

If the Contractor needs an extension of time for the completion of the work or if the completion of work gets delayed for any reason beyond due date of completion stipulated in the contract, the Contractor shall apply to the Employer for extension of time in writing at least 7 days before the expiry of the scheduled time and while applying for extension of time Contractor shall furnish the reasons in detail and his justification, if any, for delays. Only that period of extension of time as granted by the Employer (on receipt of the application from the contractor or even in absence of any such application) will qualify for exemption of imposition of liquidated damages.

Further, the contract shall remain in force even for the period



beyond the due date of completion irrespective whether the Contractor has applied or not, for the grant of extension of time for completion unless the Employer decides to terminate the contract. The delay for completion of work for any reason will not entail any right to the contractor to claim any revision of rates or any extra compensation for any reason.

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 or the Liquidator of 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 to the reasonable satisfaction of the Bank that he is able to carry out and fulfill the Contract and to give security therefore, if so required by the Bank.

Or if the Contractor (when and 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 charge or encumber this Contract or any payments due or which may become due to the Contractor hereunder.

Further contractors may also be barred from tendering in future for the Bank and its subsidiaries in case of serious breach of contract.

Certificates and payments

The Contractor shall be paid by the Employer from time to time by installments under Interim Certificates to be issued by the Bank to the Contractor on account of the works executed when in the opinion of the Bank found complete.

Settlement of disputes by arbitration.

All disputes and differences of any kind whatever arising out of or in connection with the contract or the carrying out of the works (whether during the progress of the works or within 12 months from the date of virtual completion of the work and whether before or within 12 months of determination abandonment or breach of the contract) shall be referred to giving inter-alia full details of the matter under dispute like quantities, rates, amount claimed and the reason thereto and settled by the Bank.



The Arbitrator shall have power to open up, review and revise any Certificate, opinion, decision requisition or notice, save in regard to the excepted matters, referred to in the preceding Clause and to determine all matters in dispute which shall be submitted to arbitration and of which notice shall have been given as aforesaid.

The Arbitrator shall make his award within one year (or such further extended time as may be decided by him or them as the case may be with the consent of the parties) from the date of entering on the reference. In case during the arbitration proceedings the parties mutually settle, compromise or compound their dispute or difference, the reference to arbitration, the reference to arbitration and the appointment of the Arbitrator 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 the Arbitrators as the case may be.

The submission shall be deemed to be a submission to arbitration within the meaning of the Indian Arbitration Act, 1996 or any statutory modification thereof.

It is agreed that the Contractor shall not delay the carrying out of the works by reason of any such matter, question or dispute being referred to arbitration, but shall proceed with the works with all due diligence and shall, until the decision of the Arbitrator or Arbitrators as the case may be, is given.

Right of
Technical
Scrutiny of
Bills/Final Bill.

The Employer shall have a right to cause a technical examination of the works by any of the persons or organization as appointed by the employer and the final bill of the Contractor including all supporting vouchers, abstracts, etc. 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 from any payment due to the Contractor for this works or any other works being carried out by the contractors elsewhere under the BANK OF BARODA.

Employer entitled to
recover
compensation paid
to workmen.

If, for any reason, the Employer is obliged, by virtue of the provisions of the Workmen's Compensation Act, 1923, or any statutory modification or re-enactment thereof to pay compensation to a workman employed by the Contractor in execution of the works, the Employer shall be entitled to recover from the Contractor the amount of compensation so paid, and without prejudice to the 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.

Return of surplus
materials

Notwithstanding anything to the contrary contained in any or all the clause 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 held 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 mutually agreed price. Price is inclusive of sales tax, octroi and other such levies paid by 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 permit and or criminal breach of trust, be liable to Employer for all moneys, advantages or profits resulting or which in the usual course 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.

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 termination the contract without incurring any liability for such termination.

Technical Particulars sheet

(TO BE FILLED IN BY THE BIDDER)

Tender for Removal of Old Lifts and Supply, Installation, Testing and Commissioning of 2 Nos New Lifts (Elevators) at Banks Owned Residential Premises, MHADA Building No.4, Adi Shankaracharya Marg , Powai,

I. Passenger lift for 8 passenger (G.F. +13 Upper Floor)

Sr.No.	Description of item	As per Tender	As proposed by contractor
1	Machine Make	As per OEM	
2	Lift Type	Gear Less (Machine Room above Shaft)	
3	No of Passenger	8	
4	Capacity in Kg	544 kg	
5	Total Stop	14 Stop (G+13 Upper Floors)	
6	Opening	Same side	
7	Speed mps	≥ 1.50 and above	
8	Travelling distance	39.65 Meters	
9	Machine room size available (i). Front Side : - (ii). Back Side : -	4075mm length x 7485mm Width (vendor should visit site and quote accordingly)	
10	Pit Depth available	1530 mm (vendor should visit site and quote accordingly)	
11	Lift Shaft Available	1897 mm wide x 1915mm deep (vendor should visit site and quote accordingly)	
12	Head Room Available	4245 mm. (vendor should visit site and quote accordingly)	
13	Traction Media	Wire Rope OR Flat coated steel belt.	
14	Drive	V3F drive to be provided	
15	ARD System with maintenance free battery	Suitable to work on failure of any of single phase from 3 phase supply on Auto mode and on full load.	
16	Car size	Car Size for 08 Passengers would be 1100 mm x 1300 mm x 2200 mm as per IS Code	
17	Control	Two cars Duplex full collective.	
18	Car Enclosure	Scratch resistant SS of grade 304 with thickness 1.5 mm (Honey Comb Finish).	

19	Car Door Opening	Clear Entrance Width of door shall be 800mm as per IS code 14665 (Part-1): 2000	
20	Fire rating	Lift landing doors shall have a minimum fire resistance rating of 2 hours for integrity, which shall be duly certified by Govt. Authority.	
21	Hand rail to meet guide-lines for barrier free built up environment	To be provided as per OEM (preference SS mirror finish)	
22	Car Platform	MS with bracings of adequate size to sustain the impact load of cabin + passenger with safety factor of fire.	
23	Car flooring	Granite tiles to be provided	
24	Car Ceiling	SS finish with aesthetic appearance.	
25	Fan	Axial/Blower type cross flow with automatic sleep timer.	
26	Light	LED ceiling light.	
27	Car Operating Panel(COP)	On any side of door opening with emergency alarm push and door opening push.	
28	Landing operating Panel(LOP)	Separate , Hall Lantern on each floor for both the lifts	
29	Push button	SS with braille and tactile markings.	
30	Display	Floor & Direction indication in car and lobby with TFT / LCD / LED display.	
31	Emergency Light & Alarm	LED light with Lithium Battery and alarm buzzer. (Operation for minimum 1 hour in case of failure of power and ARD)	
32	Door Sensor	Full height infrared curtain with multiple criss / corssing light beams. (Minimum 150 Beams)	
33	Facia plate	Required as per OEM.	
34	Protection against power fluctuation	Required as per OEM.	
35	Car Guide Rail	To be provided as per OEM	

36	Counter Weight Guide Rail	HT 60x50x16mm (minimum).	
37	Safety	i. Daily brake testing feature	
		ii. Car door lock feature	
		iii. Over speed activation mechanism by mechanical centrifugal system and not by electronic sensing device	
		iv. Manual rescue lever provision	
		v. Emergency stop device	
		vi. Mechanical door safety device	
		vii. Unlocking facility from outside	
		viii. Audio visual indication in the lift car showing overloading shall be provided such that doors kept open till excess load is removed	
		ix. Fire man's switch operation at ground floor.	
		x. Car top safety barricade	
		xi. Detection device shall be as per OEM	
		xii. Door time protection.	
38	Switch gear for power supply to motor	As per OEM/Licensing authority.	
39	Switch gear for power supply to other accessories	As per OEM/Licensing authority.	
40	Buffer	As per OEM	
41	Travelling cable	As per OEM	
42	Motor	AC permanent magnet synchronous (PMSM)	
43	Rating	Not more than 7.3 KW	
44	Insulation	Class F	
45	Degree of protection	IP 21	
46	MP3 Voice Annunciator / Synthesizer	Voice annunciator with suitable music shall be provided in lift car.	

47	Communication	To &fro push and talk device with wiring between car, control room and guard room/ reception	
48	Civil Work	Any civil works in lift shaft and machine room required for installation / erection and commissioning of lift shall be deemed included, no extra cost shall be paid, however granite / marble fixing around all landing door opening is not Included in the scope.	
49	Electrical Work	Any Electrical works in lift shaft and machine room required for installation / erection and commissioning of lift along with Electrical cabling from Meter Room to Machine Room shall be deemed included, no extra cost shall be paid.	
50	Liasoning	Bidder has to provide all working drawings, documents and liasoning services for obtaining all necessary permission / approvals from lift inspector and other Concerned Local authorities.	
51	Erection	As per OEM by adhering all safety guidelines	



APPENDIX -I		
1.	Nature of Work	Tender for Removal of Old Lifts and Supply, Installation, Testing and Commissioning of 2 Nos New Lifts (Elevators) at Banks Owned Residential Premises, MHADA Building No.4, Adi Shankaracharya Marg , Powai, Mumbai”.
2.	Date of Issue of Tender	01/02/2021
3.	Last date of submission of tender	22/02/2021 @ 14:30 hrs
4.	Earnest Money Deposit (EMD)	Rs. 50,000/- by Demand Draft / Banker’s Cheque in favour of Bank of Baroda and payable at Mumbai
5.	Date of Commencement on site	Within 7 days after issue of work order
6.	Completion Period	Within -6- months after issue of work order. (Completion/Commissioning of lift/elevator shall be on pro-rata basis on successful testing, commissioning and handing over of lift along with submission of lift license from statutory authorities on pro-rata basis).
7.	Initial Security Deposit (ISD)	2% of contract value to be submitted within 14 days of work order.
8.	Retention Money	<i>8% of the gross value of each interim bill subject to ceiling of 5 % of the contract amount (including authorized items) including the Initial security deposit. 50 % of the Retention money shall be released on issue of virtual completion certificate and removal of materials, site clearance etc from site. Remaining 50% shall be released 14 days after the end of satisfactory completion of defects liability period.</i>
9.	Defects Liability Period (DLP)	12 months after date of virtual completion (will start on Pro-Rata Basis)
10.	Liquidated Damages for Delay	@ 1% of the contract amount per week subject to a ceiling of 10 % of contract value (including authorized additions).
11.	Frequency of Interim Bills	60 working days
12.	Terms of Payment	<ul style="list-style-type: none"> ➤ 80% after delivery of material at site with all required documentation, test certificates as may be required and its verification/ inspection. Payment can be made on per lift basis but only after all material except erection accessories for the lift is delivered. ➤ 10% after completion of installation in all respects and taking away of all dismantled material for the lift(s). ➤ Balance 10% will be paid after all statutory clearances are obtained and lift(s) are handed over after required testing & commissioning.
13.	Period of honoring Interim Certificate	15 days from date of receipt of the Bill
14.	Period of honoring the final Bill	Within 15 days from the receipt of final bill

- (i) All materials should be purchased from Manufacturers/ authorized dealer and Bank may directly instruct the quality control team of the companies to visit the site to examine the genuineness of materials.
- (ii) Material not specified above may be procured as directed by the Bank.



BANK OF BARODA



Tender for Removal of Old Lifts and Supply, Installation, Testing and Commissioning of -2- Nos New Lifts (Elevators) at Banks Owned Residential Premises, MHADA Building No.4, Adi Shankaracharya Marg , Powai, Mumbai”.

FINANCIAL BID

Last date of submission of application 22/02/2021 up to 14:30 hrs



Price Bid

Section - 1

Sr. No.	Description	Unit	Qty.	Rate (Rs)	Amount (Rs)
A	<i>Tender for Removal of Old Lifts and Supply, Installation, Testing and Commissioning of -2- Nos New Lifts (Elevators) at Banks Owned Residential Premises, MHADA Building No.4, Adi Shankaracharya Marg , Powai, Mumbai”.</i>	Nos	2		
B	<i>Buy Back for Existing Lifts and accessories</i>	Nos	2		
	Total section – 1 (A) – (B)				

Section - 2

Sr. No.	Description	Unit	Qty.	Rate (Rs)	Amount (Rs)
	<i>Charges Annual Maintenance Contract (Comprehensive) for the above Elevators for a period of Three Years including supply of Spares as required, after the Defects Liabilities period of 365 days.</i>	Nos	2		
a.	<i>1st Year after Defects Liability Period</i>				
b.	<i>2nd Year after Defects Liability Period</i>				
c.	<i>3rd Year after Defects Liability Period</i>				
	Total for Section - 2				
	Grand Total for section 1 & 2				
	Amount in word()

(GST shall be paid as extra as applicable)

Seal & Signature of Tenderer

(Selection of bidder shall be done on the basis of total amount quoted.)



Notes:

Annual Maintenance Contract (Comprehensive) –

The Annual Maintenance Contract (AMC) for period of 3 years shall start on the day following expiry of 365 days of Defect Liability Period. Followings are to be carried out:

a) Routine Preventive Maintenance Schedule to be submitted

- 1) Schedule to cover manufacturer's recommendation and/or common engineering practice (for all plant and machinery under contract) and as per IS Code of Practice.
- 2) Plant and Machinery history card giving full details of equipment and frequency of checks and overhaul.
- 3) Monthly Status Report.
- 4) Payment shall be done on half yearly basis in advance.

b) Uptime during Maintenance Contract

- 1) 98% uptime of all systems under contract.
- 2) Up time shall be assessed every month and in case of shortfall during any month the contract shall be extended by a month.
- 3) There shall be no reimbursement for the extended period.
- 4) Break-downs shall be attended to within one hour of reporting.
- 5) Replacement of parts due to manufacture or material defects and normal wear & tear.

c) Agreement

Separate agreement shall be executed at the time inception of Annual Comprehensive maintenance Contract consisting of relevant terms and conditions in order to ensure smooth and break free working of lifts so installed.