TENDER FOR
SUPPLY, INSTALLATION, TESTING & COMMISSIONING OF FREIGHT LIFT
AT IDBI CURRENCY CHEST, GUWAHATI, ASSAM.

IDBI Bank Ltd., Guwahati
PROJECT:

SUPPLY, INSTALLATION, TESTING & COMMISSIONING OF FREIGHT LIFT AT IDBI CURRENCY CHEST, GUWAHATI, ASSAM.

PART A:

TECHNICAL BID

PART B:

PRICE BID
INDEX

SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF FREIGHT LIFT
AT IDBI CURRENCY CHEST, GUWAHATI, ASSAM.

(TECHNICAL / CONDITIONS BID)

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PART B

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To:

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A. NOTICE INVITING TENDERS


2. The work shall be completed within 10 WEEKS from the date of issue of the work order.

3. The tender documents comprises of the following:
   i. Part A (Technical Bid) - Contents as per index sheet
   ii. Part B (Price Bid) - Contents as per index sheet

4. The tender documents Part A & Part B must be submitted to The Asst General Manager, IDBI Bank Ltd., G S road, Near abc bus stop, Guwahati, Assam – 781 005 at the above address on or before the last date of submission i.e. 26.04.2017 on or before 15.00 Hrs.

   a. The tenderer shall deposit an Earnest Money Deposit (EMD) of Rs. 50,000/- (Rupees Fifty Thousand Only) in the form of Demand Draft (DD) in favor of “IDBI Bank Limited”

   b. The earnest money deposit will not bear any interest. The earnest money deposit will be forfeited in the event of any evasion, refusal or delay on the part of the tenderer to sign and execute the contract on acceptance of his tender. The earnest money deposit, without any interest, will be returned to the tenderer whose tenders are not accepted. The earnest money deposit, without any interest, will be returned to the tenderer whose tender is accepted only after the successful completion of the project.

5. The tender shall be submitted as per instructions with the name of the work superscripted on the envelopes written prominently and addressed to The Asst General Manager, IDBI Bank Ltd., G S road, Near abc bus stop, Guwahati, Assam – 781 005. The full name and postal address of the tenderer shall be written on the bottom left hand corner of the sealed cover. The sealed tenders shall be submitted at the address mentioned above.
6. The Tender is valid/ available for Original Equipment Manufacturers (OEM) only, any Authorised Distributors/ Third Party Vendors are not eligible for the submission of Tender.

7. The tenders shall be submitted in the following manner and shall contain details / documents as listed below:

   a. One sealed envelope super-scribed “Technical Bid - Supply, Installation, Testing and Commissioning of Freight Lift at IDBI Currency Chest - Guwahati” containing the following:

      i. A complete set of tender document (Part A -Technical Bid) as issued, duly filled and signed by the tenderer.
      ii. Earnest money deposited.
      iii. Tenderers are advised to submit the tenders based strictly on the conditions of contract and specifications contained in the tender documents and not to stipulate any deviations.

   b. One sealed envelope super-scribed “Price Bid - Supply, Installation, Testing and Commissioning of Freight Lift at IDBI Currency Chest, Guwahati, Assam. Containing the following:

      i. A complete set of the tender document (Part B - Price Bid) as issued, duly filled and signed by the tenderer.
      ii. No deviations / conditions shall be stipulated by the contractor in the Commercial bid.

   c. Tenders shall be signed wherever provided for as well as all pages of tender documents shall be initialed at the lower right hand corner by the tenderer.

   d. Envelope I will be opened at 15.30 Hrs on April 26, 2017 in the presence of Tenderers or their authorized representatives who may be present at the time of opening of tender and the Price bid of the eligible vendors to be opened subsequently.

   e. The tenderer may refrain from submitting conditional tenders. In case any tenderer put any condition, his tender will be treated as cancelled.

   f. Acceptance of the tender will rest with the Bank, who reserves the right to accept or reject any or all tenders in part or full without assigning any reason whatsoever. Further any tender which does not fulfill any of the prescribed conditions would liable to be rejected.

8. The Vendors are requested to Quote separately (in another sheet of price bid) for 500 Kgs Freight Elevator (without machine room – MRL) with all other specifications same as mentioned in the technical parameters.

*NOTE: IDBI reserves the right to place the order for either of 500 Kgs Freight Elevator with MRL or without MRL option based on site requirements.
B. FORM OF TENDER

To,

THE Asst GENERAL MANAGER,
IDBI BANK LTD, 4th Floor,
G S Road, NEAR ABC BUS STOP,
GUWAHATI, ASSAM – 700 017.

Dear Sir,

With reference to the tenders invited by you for the Supply, Installation, Testing & Commissioning of Freight Lift at IDBI Currency Chest, Guwahati, Assam. I/We, the undersigned hereby tender and undertake to execute the works under the contract at the rates quoted by me/us in the schedule of quantities and on the terms and conditions of this tender.

I/We have carefully studied and understood the, terms and conditions, schedule of works and have acquainted myself / ourselves with the general site conditions.

I/We agree to start the pre-installation work within two week from the date of PO and complete the work including Supply, Installation, Testing and Commissioning of Freight Lift at IDBI Currency Chest, Guwahati, Assam within 10 WEEKS from the date of issue of the work order.

I/We agree that the suitable amount applicable can be deducted as per the clause if the supply or installation is delayed beyond the above-stipulated period.

I/We deposit Rs. 50,000/- as earnest money deposit. The said sum shall not bear interest and I/we do agree this sum shall be totally forfeited in the event of your accepting my/our tender & I fail to accept the order.

I/ We undertake that if awarded this work, we shall complete the Supply, Installation, Testing and Commissioning of Freight Lift at IDBI Currency Chest, Guwahati, Assam. As per the latest prevailing IS standards and the requirement of Bank. We will adhere to the provision of all labour and Sales Tax laws. We will indemnify the bank for any breach in this matter.

It is understood by me/us that the lowest or any tender will not necessarily be accepted by the Bank.

Yours faithfully,

(Signature of Tenderer)
Name of the Partners of the Firm: 
OR
Name of person having Power of Attorney to sign the Contract: 

Name/s of the Bank/s in which Tenderer maintains Accounts: 

Earnest Money Receipt No.: 

(To be submitted in Envelope-I)
C. CONDITIONS OF CONTRACT

1) Tenderers shall sign wherever provided of and all pages of the tender documents. Tenders not so signed shall be liable to be rejected. The tenders shall be submitted in sealed covers to the office of The Asst General Manager, IDBI Bank Ltd., G S road, Near abc bus stop, Guwahati, Assam – 781 005 on or before 26.04.2017 by 15.00 Hrs.

2) Tenders which do not contain the receipt of EMD deposited or that do not fulfill any of the conditions mentioned herein shall be rejected by the Bank.

3) Fluctuations in the prices of any materials or equipment or labour etc. shall not be taken into account either for compensation for damage or for extras. The validity of the tender for acceptance shall be 60 days.

4) All instructions regarding the execution of work shall be received from the Bank’s designated representatives only. Any other instruction issued directly to the contractor by anyone else shall not be binding on the Bank.

5) The contractor entrusted with the work shall indemnify the Bank against theft, mishaps during supply and erection and injury to workmen, damage to person’s property etc. He shall make good the damage at his own expense.

6) The Bank shall have the power to omit or cancel, add / or alter any item of work without assigning any reason whatsoever and no claim for compensation for damage will be entertained for such omissions, alterations, additions and cancellations other than taking in account the cost involved for such changes to be plus or minus, and the cost shall be arrived at by the Bank taking into consideration the market rates, site conditions, etc.

7) The Bank will issue Order from its Regional Office at Guwahati.

8) The vendor has to furnish the escalation matrix including the list (Mob. No. & e-mail ID) of all their Zonal Heads and Country Heads for future correspondence.

9) Time is the essence of the work. The pre-installation works have to start within two week of Work Order (WO) and Supply, Installation, Testing and Commissioning of Freight Lift at IDBI Currency Chest, Guwahati, Assam has to be completed within 10 weeks from the date of issue of WO. If the work is not completed within the aforesaid period the contractor shall pay the Bank or the Bank shall be entitled to deduct from the money due to the said contractor the sum of 0.5% of contract value per week of delay or part thereof, subject to a maximum limit of 5% of the contract amount.
10) In case the Bank is not satisfied with the quality of materials used by the contractors, they reserve the right to reject such materials/work and direct the contractor to procure such supplies from the agencies they deem fit.

11) In case the works are delayed (1) due to forced majeure or (2) due to reasons of any exceptionally inclement weather or (3) due to reason of loss or any damage by extensive fire not caused by an act or a default on the part of the contractor, by earthquake or commotion, strikes or lockouts affecting any of the trade employed upon the works then the Bank shall make fair and reasonable extension of time for completion of works. Upon the happening of any such event, causing delay, the contractor shall immediately give notice thereof in writing to the Bank in all such eventualities, without accepting any contractual/other obligations in this behalf, to seeking extension of time to meet the situation. If no such notice as mentioned above is given within 7 days of happening of such event, no consideration for extra time on account will be given. No claim for damage or compensation will be entertained on this account and the decision on Bank will be final and binding on all parties.

12) The contractor shall submit the bills for payments along with detailed statement showing the actual works carried out under different heads of items in the format specified by the Bank.

13) The contractor shall submit only Two sets of bills i.e., one set of bill for supply and another set of bills for Installation. Supply bills shall be certified by the branch head/authorised person of the Bank and installation bills shall be certified by the consultant/authorized person/Branch Head of the Bank

14) **BILL FORMAT:**

<table>
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<tr>
<th>Tender Item No.</th>
<th>Description of Items (at least 2 lines)</th>
<th>Units</th>
<th>Tender Quantity</th>
<th>Executed Quantity</th>
<th>Rate</th>
<th>% work done</th>
<th>Amount</th>
</tr>
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</table>

15) The contractor shall clear the site of work as per the instruction of the Bank. The site of works shall be cleared of all men, material etc. belongings of the contractor. The site shall be delivered in broom clean and neat condition immediately after the job is completed. In case of failure by the contractor, the Bank shall have the right to get the site cleared at the risk and cost of the contractor.

16) The contractor shall not, without the written consent of the Bank, change the deputed representative at the site.

17) The quoted rates shall be all inclusive and cover the cost of all materials, all types of duties, royalties, erection, construction, scaffolding, tools and tackles, plant and equipment, supervision, overheads, insurance, profit and any other expenditure incurred for completion of work as per drawings and specifications with statutory approval. The rates shall also include Sales Tax/VAT, Service Tax, transportation and Octroi charges.
a. Material & Sample: Material to be new. The whole of the materials / fittings/ equipment employed in connection with the permanent work shall be new and of the best quality and description of their respective kinds and to the approval of the Bank. The Contractor shall be responsible to ensure that the material used is suited to the specific conditions including the climatic and environmental conditions prevailing at the site.

b. All proprietary material shall be of approved make and the type.

c. Inspection and testing of materials: The Bank shall be kept informed as to the progress of all works being carried out or materials being manufactured, prepared or supplied, the Contractor shall obtain from the manufacture’s certificate of test, proof sheets, mill sheets, showing that the Freight Lift has been tested satisfactory in accordance with the requirements of the specification relating thereto, but neither omission of the consultant to send an inspector nor the production of manufacturer’s certificates of test shall affect the liberty of the Bank to reject after delivery of any material found not to be suitable or not in accordance with the specifications.

18) The final bill from the contractor shall not be entertained under any circumstances without full completion of all the items of works. Any work found defective or wrongly carried out and instructed by the Bank to be rectified or replaced, shall be rectified / replaced prior to submission of the final bill. It is to be expressly noted that no final bill will be held valid in the event of non rectification of the defective or wrongly carried out items and completion date shall not on this account be extended.

19) In the event of work being executed on holidays and during or beyond the normal office working hours which might be required for the completion of the work within the stipulated time, utmost care to be taken not to disturb the occupant of flats if such a situation exists and it will be contractors responsibility to ensure that work is carried without inviting any complaints from the neighbors.

20) The contractor shall acquaint himself with the site conditions, local traffic regulations, local authority regulations, availability of materials, labour tax structure etc. and quote rates accordingly. No extra charges/increase in rates shall be allowed on account of any of these or any other accounts.

21) The contractor shall post a competent supervisor on the site during the execution of the work.

22) The contractor and/or his authorized representative will attend all the meetings whenever called for and the decision taken in the meeting will be binding on the contractor.

23) The contractor shall extend all necessary help to the agencies of associated works and works to be carried out by the Bank agencies; in such a manner that they can carry out their works smoothly and the whole finished work must appear absolutely integrated. Nothing extra shall be paid on this account what so-ever.
24) In case the local authorities such as ward office raise objections in matters regarding operations of the Freight Lift, the contractors shall solve the matter at their end, without involving or putting financial liability on the Bank.

25) The contractor would require to carry out extra items of works wherever necessary. The rate for extra item shall be derived from the rate already quoted, otherwise the rate shall be worked out at as follows:

   a. Cost of material + labour + taxes + transportation + 15% towards overheads, profit.

26) The rates shall be entered in figures as well as in words.

27) The payment shall be made in the following manner.

   i. 80% payment on delivery of material at site.

   ii. 10% on commissioning of Freight Lift.

   iii. 10% shall be retained till defect liability period of one year. The same can be released on submission of BG of equivalent value valid for one year.

28) When the works are complete in all respects, the contractor shall intimate in writing to the Bank to enable the Bank to take the possession of the same. The work shall not be considered virtually complete until the Bank and the jointly inspect the work and certify in writing that this has been completed.

29) Unless otherwise instructed, the contractor shall insure the Freight Lift during the Transit and keep them insured comprehensively up to the satisfactory handing over to the Bank.

30) All quantities mentioned in the BOQ are approximate and contractor will not claim any damages for increase/ decrease in profit on account of variation in the final BOQ.

31) In case any difference or discrepancy between the specifications / drawings and the description in the schedule of quantities, the schedule of quantities shall take precedence.

32) All disputes of differences of any kind whatsoever which shall at time arise between the parties hereto touching or concerning the works or the execution or maintenance thereof this contract, the same shall be placed before the single arbitrator, for the time being named as Sr. RH, Guwahati, IDBI Bank Ltd. or any official of his level in the Bank and his decision will be final and binding on all the parties.

33) **APPOINTING AUTHORITY:**

   The award of the Arbitrator shall be final and binding on both the parties.
It is also a term of the contract that if contractor(s) do/does not make any demand for arbitration in respect of any claim(s) within 90 days of receiving intimation from the Bank that the bill after due verification is passed for payment of a lesser amount, or otherwise, the contractor’s right under this agreement to refer to arbitration shall be deemed to have been forfeited and the Bank shall be relieved and discharge of their liability under this agreement in respect of such claim(s). Further, it is agreed that for the purpose of this clause, such notice is deemed to have been received by the contractor(s) within 2 days of posting of the letter by the Bank or when delivered by hand immediately after receipt thereof by the contractor(s) whichever is earlier. Further, a letter signed by the officials of the Bank that letter was so posted to the contractor(s) shall be conclusive.

34) The work is liable to be technically audited by the Chief Technical Examiner of the Central Vigilance Commission, Govt. of India from time to time. If it shall appear to the Bank or to the Chief Technical Examiner at any time during the execution or prior to the expiration of the maintenance period that any work has been executed with unsound, imperfect or unskillful workmanship or with materials of any inferior description or that any materials or articles provided by him for the execution of the work are unsound or of a quality inferior to that contracted for, or not otherwise in accordance with the contract, the contractor shall, on demand in writing from the Bank specifying the work, fault, materials or articles complained of, not withstanding that the same may have been passed certified and paid for, forthwith rectify or remove and reconstruct the work so specified in whole or in part, as the case may require or as the case may be, remove the materials or articles so specified and provide other proper and suitable materials or articles so specified and provide other proper articles at his own expense, charges and cost; and in the event of his failing to do so within a period to be specified by the Bank in his demand aforesaid, the Bank may carry out the work by other means at the risk and expenses in all respects of the contract. The contractor shall be liable to pay compensation at the rate of one per cent of the estimated amount put to tender for every day not exceeding ten days, apart from the expenses incurred by the Bank in rectifying or removing and re-executing the work or removing and replacing with the materials or articles complained of as the case may be. All work under or in course of execution or executed in pursuance of the contract shall at all times be open to the inspection and supervision of the Bank as well as the Banks and that authorized subordinates and the contractor shall at all times during the usual working hours and at all other times at which reasonable notice of the intention of the Bank or Banks or their authorized subordinates to visit the works shall have been given to the contractor, either himself be present or receive order or instructions or have a responsible agent duly accredited in writing present for that purpose. Orders given to the contractor’s agent shall be considered to have the same force as if they had been given to the contractor himself. The work during its progress can also be inspected by the Chief Technical Examiner on behalf of the Bank. Bank shall have right to cause an audit an technical examination of the works and the final
bills of the contractor including all supporting vouchers, abstract, etc to be made after payment of the final bill and if as a result of such audit and technical examination any sum is found to have been overpaid in respect of any work by the contractor under the contract or any work claimed by him to have been done by him under the contract and found not have been executed, the contractor shall be liable to refund the amount of over-payment and it shall be lawful for the Bank to recover the same from him in the manner as prescribed or in any other manner legally permissible; and if it is found that the contractor was paid less than what was due to him under the contract in respect of any work executed by him under it, the amount of such underpayment shall be duly paid by the Bank to the contractor.

I/We hereby declare that I/We have read and understood the terms and conditions and those we shall abide by them if the work is awarded to us.

Date: 

Signature of Tenderer,
D. SPECIAL CONDITIONS FOR LIFT WORK

1.0 QUANTITIES:

The Probable Quantities of the several items of work furnished are for the tenderer, convenience. The schedule of Probable Quantities is liable to alteration by omission, deletion or addition at the discretion of the Bank at the time of execution of work. The Contract is on item rate basis.

2.0 DEVIATIONS FROM TENDER SPECIFICATIONS/CONDITIONS:

Any deviations found during the comparison shall automatically mean the tender being rejected without further scrutiny, unless certified by the Bank.

3.0 COORDINATION:

The contractor will coordinate with the related agencies, including but not limited to the following during all stages of contract and maintenance period.

- Centre head of the Bank at the location.
- Related other Contractors.
- Agencies of various inter related services. Local & State Govt. bodies.

4.0 POWER & WATER:

Bank shall provide power & water to contractor at one point in the building. The contractor shall follow all the statutory requirements of safety and electrical Inspectorate for installing own DG sets, if any, without any obligations of the Bank.

5.0 STORAGE SPACE:

Bank shall provide open space to the contractor for storage of materials etc. The quantity of space required must be notified to the Bank along with the Bar Chart. The contractor shall arrange for hutment/ roofing/ storage racks/ any other facilities required at his cost. The bidder, on receiving the space, shall use the place/s in a proper manner, without causing damage to the property/ people working in the premises. The materials/ tools shall be stored in a proper manner as recommended by standard regulations and should be open for inspection to the Bank/Consultant. The responsibility of well being of the materials upto handing ever stage shall be on the Bidder/ Contractor/ Manufacturer/ Supplier.

6.0 **DEMOBILISATION:**

The Contractor shall within a week after the completion of the work clear from the site his labour, material and machinery and hand over the premises to the Bank in neat and clean condition. If he fails to do so within the said period, the Owners have the right to get the same done through agencies and recover the cost from the Contractor.

7.0 **ADVERTISEMENT:**

The Contractor shall not affix or place any placards or advertisement of any description or permit the same to be affixed or placed in or upon any boarding, gantry building or structure other than that approved by the Banks.

8.0 **ERECTION TOOLS:**

The successful bidder shall have to arrange for all necessary tools & tackles, consumables, lights & lighting fixtures, scaffolding, temporary structures, Freight Lifting tools, cranes, chain pulley blocks, ropes hoists, erection consumables, cables etc. at their cost & resources. The Bank shall offer only open space and electricity at one point in the premises.

9.0 **SUB-CONTRACTORS:**

Appointment of the Sub-Contractor, if any, shall be made after getting written consent from the Consultants/ Bank.

10.0 **COMPLETION PERIOD:**

The time or times for completion shall be as per signed document and shall include Govt., Public and religious holidays, bad weather and storms etc. The Contractor shall not be entitled to request for extensions of time or any rights, indemnities or damages due to these factors.

The Contractor shall not be deemed to have completed its obligations unless a signed Completion Certificate has been issued by Bank.

11.0 **CONTRACTOR’S MANPOWER:**

The Contractor shall employ an Engineer on the Works who shall be responsible for the superintendence of the work and shall receive on behalf of the Contractor, notices, directions and instructions from Bank.

* Contractor's Representative shall attend all meetings as informed from time to time.
12.0 PRICE BASIS:

The prices quoted for equipment/ materials & services should be on F.O.R. site delivered basis, that is, inclusive of basic price, packing & forwarding charges, central excise duty, import duties, countervailing excise duty, unloading charges, any other Govt. taxes, levies & duties, for supply of equipment/ materials. The price shall also include VAT/Sales Tax, Service Tax, Octroi and transportation etc.

The prices quoted should also be inclusive of installation charges, minor civil works, pocket cutting, scaffolding, including opening packing, shifting to respective locations, erection on respective foundations, leveling, fixing vibration isolators/ foundation bolts/ supports, end connections for piping/ ducting/ cables with necessary termination items like flanges/ counter flanges/ gaskets/ nut-bolts/ fasteners/ lugs/ glands/ flexible connections for ducts etc., and with all necessary consumables for installation work & commissioning, like welding gases/ electrodes, fluxes, cleansing chemicals, lubrication grease/ oils, refrigerant, sealing chemicals, adhesives etc.

13.0 VALIDITY:

The offers submitted should be valid for placement of Letter of Intent for a period of 60 calendar days from the due date of submission of tender.

14.0 ESCALATION:

The contract price shall remain firm during this work as per signed document and “No Escalation” shall be granted during this project.

15.0 DEFECTS LIABILITY PERIOD:

The defects liability period shall be 12 calendar months from the date of handing over the Freight Lift satisfactory working condition to the Bank (including normal wear and tear) arising in the plant from materials or workmanship not in accordance with the Contract shall upon the directions from the Bank be amended/ rectified or made good by the Contractor at his/ their own cost.

16.0 LIQUIDATED DAMAGES FOR THE DELAY:

In case the Contractor fails to complete the work within the time provided in the tender, the Contractor shall be liable to pay liquidated damages @ 0.5% of the contract price per week subject to a maximum of 5% of contract value. The amount shall be deducted while settling the final 10% of the bill value.
17.0 **“ASBUILT” DRAWINGS:**

On completion of the job, the Contractor's shall give Two sets of “AS-BUILT” drawings to the Bank.

18.0 **PAINT:**

The entire installation including all equipment after erection and commissioning shall be painted with approved quality paint. The standard I.S.I. colour code shall be allowed.

19.0 **MODE OF MEASUREMENTS:**

The final measurements will be taken within 4 weeks of completion of entire work.

20.0 **INSURANCE OF WORK:**

The Contractor shall insure, before the date specified for commencement of the execution of the Works on the site and without limiting its obligations and responsibilities, against all loss or damages from whatever cause arising and in such manner that they are covered during the period of construction of the Works up to the date of handing over to the Bank.

21.0 **THIRD PARTY INSURANCE:**

Before commencing the execution of the Works on the Site the Contractor shall insure at its expense and in the joint names of Bank and the Contractor against any damage or loss to any property including that of Bank or death of or injury to any person, including an employee of Bank, which may be caused by or arising out of the execution of the Works or Temporary Works or in the carrying out of the Contract or otherwise. Such insurance shall be effected in terms approved by Bank and for at least the amount stated in the Contract and the Contractor shall produce to the Bank or the Bank’s Representative the policy or policies of insurance and the receipts for payment of the current premiums and all this without any responsibility on Bank and without limiting the responsibility of the Contractor.

22.0 **INSURANCE AGAINST ACCIDENT/DEATH ETC. TO WORKMEN:**

Before commencing the execution of the Works on the Site, the Contractor shall insure at its expense, against any damages or compensation to its workmen for injury or death and shall continue such insurance during the whole of the time that any persons are employed by it on the Works and shall produce to the Bank or the Bank’s Representative such policy of insurance and the receipt for payment of the current premium. Provided always that in respect of any persons employed by any Sub-Contractor, the Contractor’s obligation to insure as aforesaid under this Clause shall be satisfied if the Sub-Contractor shall have insured against the liability in respect of such persons in such manner that Bank is indemnified under the policy, but the Contractor shall ensure that such Sub Contractor shall produce to the Superintendent or the Superintendent’s Representative, when required, such policy or insurance and the receipt for payment of the current premium.
All insurance policies shall include a waiver of subrogation in favor of the “IDBI Bank Ltd”.

24.0 **CONTRACTOR’S LIABILITY AND INSURANCE:**

(a) From commencement to completion of works, the Contractor shall take full responsibility for the care of the work and for taking precautions to prevent loss or damage to the work to the maximum extent possible and shall be liable for any damage or loss that may arise to the works or any part thereof from any cause whatsoever including causes of lighting, explosion, earthquake, storm, hurricane, floods, inundation, subsidence, landslides, rock slides, riots (excluding civil war, rebellion, revolution and insurrection) or any latent defect and shall at his own cost repair and make good the same so that at all times the work shall be in good order and condition and in conformity in every respect with the requirements of the Contract.

(b) Without limiting the obligations and responsibilities under this condition, the Contractor shall insure and keep insured the works from commencement to completion, as aforesaid, as increased by 25% of the contract value against the risk of loss or damage from any cause whatsoever including the causes enumerated in the foregoing Clause (a).

(c) In the event of there being a variation in the nature and extent of the works, the Contractor shall from time to time increase or decrease the value of the insurance correspondingly. All the premia shall be borne and paid by the Contractor. The said insurance shall also provide for the removal of debris of the lost or damaged works. The said insurance shall be in the joint name of the Bank and the Contractor.

(d) All money payable by the insurer under such Policy/ Policies shall be recovered by the Bank only and shall be paid to the Contractor or any other agency of Employer's choice in the installments for the purpose of rebuilding or replacing or repairing the works and/or goods destroyed or damaged as the case may be. The contractor shall also take similar insurance policy to cover subcontractors working at site, which will be appointed subsequently by Employer for their work for which reimbursement will be made to main contractor on actual plus 15% for co-ordination charges. The sub contractors will take their own policy for workmen compensation.

(e) The Contractor shall at all times indemnify and keep indemnified the Employer against all losses, claims, damages or compensation under the provisions of the payment of the Wages Act 1936, Minimum Wages Act 1948, Employer’s Liability Act 1938, Workman’s Compensation Act 1923, the Maternity Benefit Act 1961, the Bombay Shops and Establishments Act 1947, Industrial Disputes Act 1947, and Contract Labour (Regulation and Abolition) Act 1970 and Employees State Insurance Act 1948 or any modification thereof or any other law relating thereto and rules made there under from time to time or as a consequence of any accident or injury to any workman or other person in or about the work whether in the employment of the Employer or Contractor or not, and also against all costs, charges and expenses of any suit, action or proceedings whatsoever out of such accident or injury or combination of any such claims.
(f) Before commencing the work, the Contractor shall without limiting his obligations and responsibilities under this condition, insure against any loss of life or injury to any personnel in the employment of Contractor/ Sub-Contractor/ nominated sub Contractor. For this purpose, insurance shall be taken by the Contractor/ Sub-Contractor. Such insurance shall be taken to include both employees/workmen covered by the Workman’s Compensation Act 1923, as well those employees/ workmen not covered by the said Act. All the premia shall be paid by the Contractor. The policy in original shall be deposited with the Employer.

(g) Before commencing the execution of the works, the Contractor shall without in any way limiting his obligations and liabilities under this condition, insure at his cost and expense against any damage or loss or injury which maybe caused to any person or property including the Employee or servants of the Employer and the Consultants and their property by or in the course of the execution of the works. Such insurance to be known as the Third Party Insurance shall be in a sum equivalent to two percent of the estimated value of the work, subject to the minimum sum of Rupees Ten Lakhs. The Insurance policy to be so obtained by the Contractor shall be deposited by the Contractor with the Employer within seven days of its issue by the insurer.

(h) The Contractor shall provide the Bank with documentary evidence from time to time, that he has taken all the insurance policies mentioned in the foregoing paragraphs and that he has paid the necessary premia for keeping the policies valid till the works are completed and handed over to Bank.

(i) All insurance to be effected by the Contractor, and/or his sub Contractors, or nominated Sub-Contractors, if any, shall be taken only with the insurance Company to be approved by the Bank.

(j) In the event of any claim for insurance becoming due on account of any eventuality covered by the respective insurance policy/policies, the Contractor shall reinstate the installation, replace the materials or equipment or pay compensations to the affected personnel/ Employees without waiting for settlement of the claim from insurance company.

25.0 REPORTING OF ACCIDENTS TO LABOUR:

The Contractor shall be responsible for the safety of persons employed by him on the works and shall report serious accidents to any of them, occurring on the works, to the Bank and contractor who shall make every arrangement to render all possible assistance. This shall be without prejudice to the responsibility of the Contractor under the Insurance Clause of the General Conditions.

Signature & Seal of the tenderer.

Witness: 1)

Witness: 2)
E. TECHNICAL SPECIFICATIONS

1.0 SCOPE:

The scope of work includes design, supply, erection, testing and commissioning of One no. Freight Lift for the building having G + 1 floor.

The vendors are advised to visit the site and ascertain the requirements and quote.

2.0 DRIVE MACHINERY:

A. Electric Supply

The entire Freight Lift equipment shall be suitable for 3-phase, 50 c/s, 415 V, AC supply + 10% of the supply voltage.

B. Sheaves:

Sheaves and pulleys shall be of hard alloy, cast iron, SG iron or steel and free from cracks, sand holes and others defects. They shall have machined rope grooves. The traction sheave shall be grooved to produce proper traction and shall be of sufficient dimension to provide for wear in the groove. The deflector sheave shall be grooved so as to provide a smooth bed for the rope. The deflector or secondary sheave assemblies where used shall be mounted in proper alignment with the traction sheave. Such deflector sheaves shall have groves larger than rope / belt diameter as specified in clause 8 of IS 14665 (Part - 4 - Sec 3): 2000. The size of all the sheaves shall be in accordance with clause 8.4 of IS 146654 (Part - 4 - Sec 3): 2000 wherever necessary suitable protective guards may be provided.

C. Shaft Keys:

Shafts which support sheaves, gears, coupling and other members which transmit torque shall be provided with tight fittings keys of sufficient strength and quality.

D. Brake:

The Freight Lift drive machinery shall be provided with an electro-magnetic brake or motor operated brake. The brake shall be suitably curved over the brake drum or brake disc and provided with fire proof friction lining. The operation of brake shall be smooth, gradual and with minimum noise. The brake shall be designed to be of sufficient size and strength to stop and hold the car at rest with rated load. The brake should be capable of operation automatically by the various safety devices, current failure and by the normal stopping of the car. The brake shall be released electrically. It shall also be possible to release the brake manually, such releases requiring the permanent application of manual force so as to move the Freight Lift car in short stops for this purpose suitable brake release equipment wherever necessary shall be supplied with each Freight Lift installation and the same shall be kept in sage custody to prevent misuse.
Hand winding wheel or handle: At times of Freight Lift stopping due to any reasons, it shall be possible to move the Freight Lift car to the nearest landing manually. The manual operation shall be by means of a winding wheel or handle mounted on the end of the motor shaft. The up or down direction of the movement of the car should be clearly marked on the motor or at suitable location. A warning plate written in bold signal red colour advising the maintenance staff to switch off the mains supply before releasing the brake and operating the wheel is to be prominently displayed.

E. Bearings:

Bearings shall be either of the anti-friction metal sleeve type with oil reservoirs, self-lubrication, oil gauges, capped filler openings and drains of the ball roller or sintered type subject to oil flood lubrication or grease lubrication.

Grease lubricated bearings shall have grease gun connections and drain plugs. The bearings and lubricant reservoirs shall be dust tight and shall incorporate effective seals to prevent leakage. The outer end of the bearings shall be closed with a removable oil tight plate. Thrust bearings shall be of the ball or roller type and shall have two sets of balls or rollers arranged to minimize backlash for efficient working.

3.0 **TYPE OF CONTROLS:**

The controller shall be Variable Voltage Variable Frequency (VVVF).

4.0 **INSTALLATION ASPECTS:**

A. Installation of machine-Drive machinery, controller, etc., shall be accommodated in the shaft itself.

B. Vibration, Isolation - Vibration and isolation arrangement shall be provided to prevent transmission of vibration to the building and structure.

5.0 **GUIDE RAILS:**

Guide rails shall be in accordance with clause 3 of IS 14665 (Part 4 - Sec 2) 2000. Only machined guide rails shall be permitted for cars. The guide rails shall be continuous throughout the entire travel and shall withstand without any deformation the action of safety gear with a fully loaded car.

The guide rails shall be supported by brackets secured to the hoist way frame at each floor. The rails shall be securely fastened to the brackets or other supports by approved heavy rail clamps. All necessary guide rails packing or additional supports shall be provided to prevent guide rail deflection and stresses exceeding the prescribed limits. The stresses on the guide rail due to the horizontal forces imposed on it during loading, unloading and running calculated without impact, shall not exceed 1100 kg/sq.cm based upon the class of loading.
and the deflection shall not exceed 5mm. The guide rail brackets, their fastenings and supports shall be capable of resisting the horizontal forces mentioned above, with the total deflection at the point of support not in excess of 3mm.

Guide rails shall extend from pit floor to the underside of concrete slabs or graphing at top of the Freight Lift well. They shall be erected in plumb and parallel with a maximum deviation of 3mm. All shimming required shall be of metal securely held in place. Jointing plates shall be so located as not to interfere with supporting clamps and brackets. The bolts shall be used with spring lock washers. The guide rail anchorage at pit floor must be made without puncturing the waterproofing. The expansion joints in the guide rails shall be so designed as to avoid jerks in the Freight Lift car. Machined guide rails shall have finished surfaces which shall be coated with corrosion preventive compound which shall be maintained till the commissioning of the installation. Before the car is placed in operation, the preventive coating shall be removed and the guide rails thoroughly cleaned and smoothened.

6.0 FREIGHT LIFT CAR:

A. Car Frame

The car frame shall be in accordance with clause - 4 of IS 14665 (Part 4 - Sec 3): 2001 made of sheet steel of rigid construction to withstand without permanent deformation the operation of safety gear. The car shall be so mounted on the frame that vibration and noise transmitted to the passengers inside is minimized.

B. Car platform

i. The car platform shall be of framed construction and designed on the basis of rated load evenly distributed. The dimensions shall conform to IS: 14665 (part 1) 2000 unless otherwise specified. The flooring shall be smooth and of anti-skid surface.

ii. A load plate along with overload alarm, giving the rated load and permissible maximum number of passengers should be fitted in each Freight Lift car in a conspicuous position.

C. Car body

The car shall be enclosed on all sides by a metallic enclosure. The enclosure including the door shall withstand without deformation a thrust of 35kg applied normally at any point and as per IS 14665 (Part 4 / Sec 3) - 2001. Ventilation openings if specified shall be as per IS 14665 (Part 4 / Sec 3) - 2001.

D. Car roof

The roof of the car shall be solid type capable of supporting a weight of at least 140 kg and as per IS 14665 (Part - 4 - Sec 3): 2001.
E. Car Thresholds

Car entrance shall be provided with metal thresholds having a grooved surface. Thresholds for Freight Lifts having horizontally sliding car doors or gates shall have machined or extruded guide grooves.

F. Toe Guard Aprons

The toe guard apron of gauge not less than 1.6 mm sheet steel may be provided extending at least 15mm beyond entrance jambs at each side. The guards shall have a straight vertical face extending below the level of the finished car floor and not less than the depth of the leveling zone plus 7.5mm. The bottom of guard shall extend 750mm for Freight Lift or as per the prevailing statutory norms.

G. Clearance

The clearance between the top of the car and the soffit of the Freight Lift shaft roof, bottom of the car and the pit floor, the buffers, etc., and the clearness between the car and the Freight Lift well, between the car and the landing sill etc, shall be provided as per IS 14665 (Part 1, 2 & 4).

H. Car Apron, Landing Thresholds and Sills

An apron shall be fitted to the car platform such that no dangerous gaps exist at any time when the landing door is opening. Thresholds and sill plates shall be provided at the landings also. The distance between landing sill and the sill on car platform shall not be more than 30mm.

I. Inter-communication system

i. As per para 8.4.3 of IS 147665 (part 2 / sec 1) : 2000 telephone with minimum two connections - one at the operator's room and other at guard room and the emergency signal with re-chargeable batteries as source of supply shall be made in the Freight Lift cars.

ii. The device used for emergency signals should incorporate a feature that gives immediate feedback to the car passengers that the device has worked properly and the signal has been passed on to the intended agency. This shall be achieved by pressing of button form control room which shall give audio signal to the passengers in the car.

iii. Provision of group indicator panel in the control room shall be made to indicate working of Freight Lifts.
iv. Emergency Power Supply for Freight Lift car

This shall include suitable secondary battery with trickle / boost charge arrangement and inverter power pack with necessary contactors for supplying the light fixtures in the Freight Lift car. The same battery shall also feed the alarm bell and communication equipment.

v. Ratings and Instructions

Inside the Freight Lift car, the Freight Lift supplier shall also provide a stainless steel metallic plate indicating the rated load and detailed instructions for the passengers. This shall be mounted at a suitable place.

vi. Freight Lift Car Interior Finish

The side, rear and facia panel shall be of scratch free stainless steel (honeycomb). The flooring shall be with 3mm thick vinyl sheet. The False ceiling in the Freight Lift car shall be as per the BOQ with LED lamps and fan diffuser (s).

vii. Operating Panel inside the car:

The car operating panel shall be of metal, flush mounted and duly finished to match the car interior décor and shall contain all the devices as may be specified depending upon the type of operation required. In addition separate illuminated panel for indication the floor and direction may be provided on the top or the door way. All switches shall be fade proof and the devices shall be of suitable quality. Each device and its operating position shall be legible fade proof and marked.

7.0 CAR AND LANDING ENTRANCES

The car and landing doors shall be of flush type sheet steel with power operated doors, it shall be possible on power failure, to open them from the car side. All the openings for passenger Freight Lifts shall be 2000 mm clear in height. The door opening and closing shall be accomplished smoothly and quickly without undue noise, vibration and shock and their movements shall be cushioned and checked at both limits.

A. Car doors

i. The car door shall be hung from the top M.S. fabricated track and means shall be provided to prevent the door from jumping off the track. The doors shall be provided with two point suspension sheave type hangers suitable for the type of door operation specified. The hangers shall be provided for vertical and lateral adjustment of car door. The sheaves shall move on a M.S. fabricated track so shaped as to permit free movement of sheaves with regard to vertical adjustment of sheave bracket or hosting.
The car door shall be centre opening horizontal sliding stainless steel scratch proof - honeycomb. The fire rating of doors is 60 mins.

ii. A potential cause of accidents could be the attempts made to open the landing door lock of lower floor in case the car stops away from floor level due to power failure. Since the car door can be opened in case of power failure so as to improve the ventilation and avoid claustrophobic situations etc. as outlined in IS 14665 (part 2 / sec 1): 2000 para 10.9.1, there is a tendency among trapped passengers to make attempts to open any accessible landing door which can be opened by a electromechanical latch in the landing doors as the lock is accessible through open car doors. This attempt in panic may result in accidental fall into the Freight Lift pit. In order to ensure that the trapped passenger so not attempt opening the landing door, the electromechanically latch should be so designed that it is inaccessible or invisible to the passengers in the car.

iii. In order to avoid accidental closure of doors while boarding or alighting the car, a tamper proof infrared curtain covering almost the entire height of the door should be provided in the Freight Lift doors.

B. Landing doors finish:

Each landing door shall be complete with locks, header, sills, frames, rims, hanger supports with cover plates, facia plates etc. The finished work shall be strong, rigid, and neat in appearance. Plan surfaces shall be smooth and free from warp or buckle. Moulded surfaces shall be clean out, straight and true. Fastenings shall be concealed from the face side of the material. Steel Sills shall be provided with a suitable nosing of approximately 25 mm depth on the shaft side.

The landing door shall be centre opening horizontal sliding stainless steel scratch proof - honeycomb. The fire rating of doors is 60 mins.

C. Car landing

i. For the purpose of identification, the Freight Lift number should be displayed outside the landing door, inside the car and in the machine room. The numbering may be used as reference for the purpose of routine / preventive maintenance for operating from machine rooms and reporting of any incidents etc.

ii. Instruction on DO's and Don'ts, as per provision of the relevant IS, are displayed in Freight Lift cars at a conspicuous location with larger and understandable script and should be written in Hindi, English and regional language (where official regional language is notified).

8.0 LEVELLING

Freight Lift shall be incorporated with suitable floor leveling devices. In case of Freight Lifts with automatic power operated doors and with A.C. VVVF controller a separate level device for automatic leveling with leveling accuracy of + 5 mm shall be incorporated.
9.0 COUNTER WEIGHT

The counter weight for Freight Lift car shall be in accordance with clause 6 of IS 14665 (Part 4 - Sec - 3) : 2001 and shall be designed to balance the weight of empty Freight Lift car plus approximately 50 per cent of the rated load. It shall consist of cast sections firmly secured in relative movement by at least two numbers steel tie rods having lock nuts/split pins at each end passing through each section and Housed in a rigid steel frame work. Cracked and broken sub weight shall not be accepted.

10.0 FREIGHT LIFT ROPES - IS 14665 (PART 4/SEC 8) - 2001

Round strand steel wires ropes/belt made from steel wire ropes/belt having a tensile strength not less than 12.5 tonnes /cm² and of good flexibility shall be used for Freight Lift. Lubrications between the strands shall be achieved by providing impregnated hemp core. The Freight Lift ropes shall conform to IS 14665 - (Part - 4/Sec -8): 2001 or prevailing latest IS codes.

A. Rope fastenings

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

B. Guards for Freight Lift ropes

Where Freight Lift ropes run round a sheave or sheaves on the car and / or counter weight of geared gearless machine suitable guards shall be provide injury to maintenance personnel.

11.0 SAFETY EQUIPMENTS:

The Freight Lift installation shall necessarily be provided with the following safety features:

A. The safety gear shall be provided in accordance with IS 14665 (Part - 4 - Sec - 4): 2001, each type of car safety shall be actuated by a speed governor or prevailing latest IS codes.

B. Governor - The car safety shall be operated by speed governor located overhead and driven by governor rope suitably connected to the car and mounted on its own pulleys. The rope shall be maintained in tension by means of weighted or spring loaded tension sheaves located in the pit.
Governor shall be provided for Freight Lifts with a travel of more than 5.5 meters. The governor rope shall be not less than 6 mm in dia and shall be made of steel or phosphor bronze. These shall be in accordance with IS 14665 (part - 4 / sec - 4): 2001. Governor for car safety gears shall be adjusted to actuate the safety gear at the following speeds:

(a) For rated speeds upto 1 m/s maximum governor tripping speed shall be either 140 percent of rated speed or 0.88 m/s, whichever is higher.

(b) Minimum governor tripping speed shall be 115 per cent of the rated speed.

(c) The governor shall be of "V" groove wheel design and only wheel is stopped to actuate the car safety upon a pre-determined over speed downward without damaging the rope.

C. The governor, rope and sheave shall be so located so as to minimize danger of accidental injury to the equipment.

i. The governor sheave and tension sheave shall be according to clause 2.C and the sheave earing shall be according to clause 2 above.

ii. The requirements for field tests on car safety and governor and for drop tests to sliding type car safeties shall be as specified in section IV of this specifications.

D. Terminal limit switches

i. Terminal switches

These shall stop the car automatically at terminal floors within the top and bottom permissible over travel. They shall act independently of the operating devices, the ultimate limits switches and the buffers. They shall be in accordance with clause 8 of IS: 14665 (part 3 -Sec 1) : 2000.

ii. Terminal stopping devices located in shaft or in the car and operated by cams shall be fitted with rollers having a rubber or other approved composition to provide silent operation when actuated by the cam. When the Freight Lift car cross head Is 60cm from the nearest obstruction above it, no projection on the cart shall strike any part of the overhead structure.

E. Ultimate Terminal Switches

These shall be provided in accordance with the statutory requirements and standing practices. When provided these shall arrange to stop the car automatically within top and bottom clearances independently of the normal terminal switches but with the buffers operative. These shall be in accordance with clause 8 of IS: 14665 (Part - 3 / Sec - 1) - 2000.
F. Buffers - (IS 14665 (Part 4 / Sec 1) - 2001)

Buffers shall be oil resistant rubber pad type for speeds up to 0.25 mps and spring/oil type for speed up to 1.5 mps and only oil type for speeds higher than 1.5 mps. Buffers shall be suitable for installation in the space available. Buffer anchorage at pit floors shall be installed avoiding puncturing of water proofing. Oil buffers of the car and counter weight shall be of the spring return type or of gravity type.

The partial compression of spring return oil buffers when the car is in level with terminal landing will not be acceptable.

All buffers shall be tested at manufactures works and a copy of the test report shall be submitted.

When the Freight Lift car rests on fully compressed buffers there shall be at least 60cms clearance between the lowest point in its car frame and any obstruction in the pit exclusive of buffers and their supports. Similarly when the Freight Lift car crosses head is 60 cm from the nearest obstruction above it, no projection on the car shall strike any part of the overhead structure.

The contractor must indicate the name of buffer manufactures, buffer stroke & certified maximum loads.

G. Door Locks

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

All the locks and contacts shall conform to IS: 14665 (Part 1/Sec 6) - 2001 shall be positive and pass the prescribed endurance and reliability test from a recognized testing laboratory. They shall be so located as to be inaccessible to un-authorized personnel. The electromechanical latch should be so designed that it is inaccessible or invisible to the passengers in the car.

H. Other safeties

Besides these safety devices mentioned above, motor operated electro-mechanical brake (Clause 1.6) counter-weight guards (Clause 8.1) alarm bell, emergency door lock release operating key and associated safety and other safety requirements shall also be included.
12.0 FREIGHT LIFT OPERATIONS

Simplex / full Collective Selective Operation with / without attendant

13.0 CONTROLLING EQUIPMENT

The movement of the car shall be microprocessor based controller

A. Control circuits

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

B. Terminal Boards

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

C. Auxiliary Switches

i. Emergency stop switches:

On top of the Freight Lift car an emergency stop switch shall be provided for use by maintenance personnel. Stop switch shall be provided in the machine room. Operation of these switches/ buttons shall cancel all the registered calls and landing calls for that particular Freight Lift.

ii. Maintenance switch on top of the car

For purpose of inspection and maintenance, maintenance switch shall be provided on top of the car. The control circuitry shall be so arranged that in the event of the operation of this switch:

(a) The car speed shall be less than the rated speed not exceeding 0.85 meters/sec.

(b) The car movement shall be possible only on the application of the continuous pressure on a button. It shall be so mounted to prevent any inadvertent operation.
D. Fireman Switch:

Fireman switch with glass to break for access shall be provided at ground or main floor for all the Freight Lifts. The operation of this switch shall isolate/or cancel all calls to all the Freight Lifts and the Freight Lifts will stop at the next nearest landing if travelling upward. The doors will not open at this landing and the Freight Lifts will start travelling to ground floor. If these were already travelling down, they will go straight to ground floor direct without stopping enroute.

E. Inspection facility:

An Inspector's change over switch and set of test buttons shall be provided in the controller. Operation of the Inspector’s change over switch shall make both the car and landing buttons inoperative and permit the Freight Lift to be worked in either direction from machine room for test purposes by pressing corresponding test buttons in the controller. It shall not however interfere with the emergency stop switches inside the car or on the top of the car.

F. Safety line indicators:

Lights may be provided to monitor the conditions of faults in the safety line of the Freight Lift for easier fault finding. These indicators will remain lit when safety circuits are normal.

One indicator shall be provided for each safety on the controller. If any indicators fail to light up as the Freight Lift proceeds in its sequence of operation, there shall be visual indication of the safety line open circuit and also its location for easier fault finding.

14.0 Control wiring:

A. Wiring in machine room:

Power wiring between the controller and main board controller to various landings shall be done in heavy gauge conduit or metal duct & shall conform to I.E. Rules 1956. The following general principles shall be followed in wiring.

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

(ii) Metal duct with removable inspection cover shall be used.

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

(b) At least 5 percent with a minimum of 5 unconnected spare wires shall be available out of all the lines to be provided in the wiring harness from the midway junction box to the machine room.
c) There shall be a master isolating switch Fuse associated with the controller heavy duty load break, quick make quick break type TP & N preferably interlocked with controller cabinet door. Isolator handle shall have provision for external locking in off position.

All relays shall be suitable for Freight Lift service and shall incorporate adequate contact wipe for reliable operation. Relays shall operate satisfactorily between 80 percent to 110 percent of their voltage.

Main motor contactors shall be suitable for A.C. duty. Tenderer shall be required to furnish full details of make, type, applicable standard, voltage and current rating, duty class, type and routine tests done etc., on contactors and relays. Copies of type test certificates shall also be furnished by the successful tenderer.

All cables shall be with copper conductors and flame retardant or PVC insulated of appropriate size. The cables feeding motor and in heavy current flow paths shall be so selected that the size matches the protecting fuses and will not result in more than 2 percent voltage drop from the main board to the terminals of motor. Control cables shall not be less than 0.5 sq.mm or equivalent if stranded; where installation of heavy gauge conduits present difficulties, short length of flexible conduits will be permitted but effective electrical continuity and earth bonding shall be ensured. Ferrules shall be slipped at the ends of all cables as per standard control wiring practice. All terminal blocks shall be suitably marked.

B. Trailing Cables:

A single trailing cable for lighting control and signal circuit is permitted, if all the conductors of this trailing cable are insulated for maximum voltage running through any one conductor of this cable. The lengths of the cables shall be adequate to prevent any strain due to movement of the car. All cables shall be properly tagged by metallic/plastic tags for identification.

Trailing cables shall run from a junction box on the car to a junction box located in the shaft near midpoint of travel and from these junction boxes conductors shall be run to the various locations.

Trailing cables exceeding 30 meters in length shall run so that the strain on individual cable conductors will be reduced to a minimum and the cables are free from contact with the car counter-weight, shaft walls or other equipment.

Trailing cables exceeding 30 meters in length shall have steel supporting fillers and shall be suspended directly by them without rubbing over other supports.

Cables less that 30 meters in length shall have no -metallic fillers and shall be suspended by looping cables around supports of porcelain spools type or equivalent. 5 per cent of the total capacity subject to a minimum of 5 wires shall be available unutilized in the trailing cable everywhere suitably distributed between various functions.
15.0 Earthing:

Metal frames and all metal work of the Freight Lift controller frame etc., shall be earthed with double earth leads taken to the earth bar. All other individual metallic frame work of components etc., shall be loop earthed.

16.0 Miscellaneous:

Controller casing: The controller unit comprising of the main circuit breaker adjustable overload and phase reversal and phase failure protection all the circuit elements transformer, rectifier for D.C. control supply, inverter power pack, terminal blocks etc., shall be enclosed in an insect proof, sheet steel floor or wall mounted cabinet with hinged doors at front or at both front and rear. Proper warning boards and danger plates shall be provided on both sides of the controller casing. Sheet steel used for controller cabinet shall not be less than 18 gauge and shall be properly braced where necessary. Suitable gland plate shall be provided for cable entry. The battery for the charger unit shall be suitably placed in the machine room.

All sheet steel work shall be painted with two coats of synthetic enamel paint of suitable shade both inside and outside over two coats of zinc primer.

17.0 AUTOMATIC RESCUE DEVICES (ARD):

The Automatic Rescue Devices (ARD) meant for the purpose of bringing the Freight Lift car to the nearest landing doors. The provision of ARD shall be made in the Freight Lift. The ARD shall have the following specifications:

A. ARD should move the elevator to the nearest landing in case of power failure during normal operation of elevator.

B. ARD should monitor the normal power supply in the main controller and shall activate rescue operation within 10 seconds of normal power supply failure. It should bring the elevator to the nearest floor at a slower speed than the normal run. While proceeding to the nearest floor the elevator will detect the zone and stop. After the elevator has stopped, it automatically opens the doors and parks with door open. After the operation is completed by the ARD the elevator is automatically switched over to normal operation as soon as normal power supply resumes.

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

D. All the Freight Lift safeties shall remain active during the ARD mode of operation.

E. The battery capacity should be adequate so as to operate the ARD at least seven times a day provided the duration between usage is at least 30 minutes.
### TECHNICAL PARAMETERS

<table>
<thead>
<tr>
<th>Sr. No</th>
<th>Description</th>
<th>Parameters</th>
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<tr>
<td>1</td>
<td>CAPACITY (kgs)</td>
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<td>2</td>
<td>Speed of Lift</td>
<td>0.5 to 1 Mts. Per. Second</td>
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<td>3</td>
<td>Drive</td>
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<td>Power Supply</td>
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<td>5</td>
<td>No of Floors</td>
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<td>6</td>
<td>Position of the machine</td>
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<td>7</td>
<td>Rise</td>
<td>As per requirement</td>
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<tr>
<td>8</td>
<td>Operation</td>
<td>Duplex Full Collective Operation.</td>
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<td>9</td>
<td>Controller Type</td>
<td>Micro Processor Based</td>
</tr>
<tr>
<td>10</td>
<td>Size of the Lift Car</td>
<td>As per requirements</td>
</tr>
<tr>
<td>11</td>
<td>Size of the Lift well</td>
<td>1900mm * 1900 mm * 1600 mm (approx)</td>
</tr>
<tr>
<td>12</td>
<td>Car Finish</td>
<td>Stainless Steel</td>
</tr>
<tr>
<td>13</td>
<td>Car Door Finish</td>
<td>Stainless Steel</td>
</tr>
<tr>
<td>14</td>
<td>Landing Door Finish</td>
<td>Stainless Steel</td>
</tr>
<tr>
<td>15</td>
<td>Door Opening</td>
<td>Central Operating (CO) doors</td>
</tr>
<tr>
<td>16</td>
<td>False Ceiling Finish</td>
<td>Stainless Steel With LED Fittings</td>
</tr>
<tr>
<td>17</td>
<td>Ventilation</td>
<td>Cross Flow Fan/ Blower</td>
</tr>
<tr>
<td>18</td>
<td>Hand Rails</td>
<td>Stainless Steel Mirror Finish Handrails on Car Panels.</td>
</tr>
<tr>
<td>19</td>
<td>Flooring</td>
<td>Vitrified Tiles</td>
</tr>
<tr>
<td>20</td>
<td>Button Arrangement</td>
<td>Hall Button with HPI</td>
</tr>
<tr>
<td>21</td>
<td>Delivery Time</td>
<td>8 Weeks</td>
</tr>
<tr>
<td>22</td>
<td>Time for Erection</td>
<td>2 Weeks</td>
</tr>
<tr>
<td>23</td>
<td>Pit/ Headroom</td>
<td>1600 mm/ 4800 mm (approx)</td>
</tr>
<tr>
<td>24</td>
<td>Fire Rated Doors</td>
<td>Fire rating – 60 mins</td>
</tr>
<tr>
<td>25</td>
<td>Hall Button arrangement</td>
<td>Hall Button with HPI</td>
</tr>
<tr>
<td>26</td>
<td>Car Position Indicator</td>
<td>DOT Matrix (RED LED) Scrolling device.</td>
</tr>
</tbody>
</table>
**Compliance sheet**

Technical Data: Furnish technical data pertaining to the lift offered as under:

<table>
<thead>
<tr>
<th>Sr. No</th>
<th>Description</th>
<th>Parameters</th>
<th>Compliance (Yes/ No)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>CAPACITY (Kgs)</td>
<td>500 Kgs</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Speed of Lift</td>
<td>0.5 to 1 Mts. Per. Second</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Drive</td>
<td>Micro Processor Based V3F - Closed Loop</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Power Supply</td>
<td>AC 400/440V, 3 Phase, 50 Cycles.</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>No of Floors</td>
<td>2 (G+1 Upper Floors)</td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Position of the machine</td>
<td>Directly above the Lift Well - Geared</td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Rise</td>
<td>As per requirement</td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>Operation</td>
<td>Duplex Full Collective Operation.</td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>Controller Type</td>
<td>Micro Processor Based</td>
<td></td>
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</table>
F. AGREEMENT

(To be submitted by the Vendor/s on appropriate value of stamp papers /
Franking within 7 days of receipt of LOI)

AGREEMENT

This agreement (the Agreement) made at Guwahati on this…... day of ………..2017.

BETWEEN

IDBI Bank Limited (IDBI Bank), a company incorporated and registered under Companies Act, 1956 [1 of 1956] and a banking company within the meaning of section 5(c) of Banking Regulation Act, 1949 (10 of 1949) (hereinafter referred to as “IDBI Bank”) and having its registered office at IDBI Tower, WTC Complex, Cuffe Parade, Mumbai - 400 005 (which expression shall unless it be repugnant to the subject, context or meaning thereof be deemed to mean and include its successors and assigns) of the One Part

AND

M/s ………………Hereinafter called the “Vendor” (which expression shall unless repugnant to the subject, context or meaning thereof be deemed to mean and include its successors) of the Other Part.

The IDBI Bank and the Vendor are hereinafter collectively referred to as the 'Parties'.

WHEREAS

1. IDBI Bank, for the purpose of expanding its operations for better performance and efficiency desires to procure lift along with all related installation works such as electrical cablings etc., specifications of which are as listed out in technical specifications in the Tender opened dated.............

2. IDBI Bank had invited Tenders from the pre-qualified parties and has accepted a Tender by the Vendor for supply, installation, commissioning and maintenance of lift at Supply, Installation, Testing and Commissioning of Freight Lifts at IDBI Currency Chest, Guwahati, Assam and its related works carried out by the Vendor. (Hereinafter referred to as the 'Contract Price').

The Vendor has agreed to supply, install and commission the lift at the respective locations of the IDBI Bank, subject to the terms, conditions, provisions, stipulations, covenants, and instructions set forth herein, the general terms and conditions of the contract contained in the Tender and the purchase orders issued from time to time (hereinafter collectively referred to as the "Said Conditions").
NOW IN CONSIDERATION OF THE FOREGOING IT IS HEREBY AGREED AS FOLLOWS:

ARTICLE 1 - Supply, Installation and maintenance

1.1 The Vendor shall upon and subject to the said conditions, supply, install, commission and maintain the lift at the time and in the manner set forth in this Agreement and as described in the Purchase Orders issued by the IDBI Bank for the Contract Price as agreed to herein. Parties hereto agree and confirm that time is essence of this Agreement.

1.2 The IDBI Bank shall pay to the Vendor as per the Contract Price agreed upon between the Parties herein, upon submission of invoices, measurement sheets, test certificate, original Octroi receipts and installation reports duly checked and certified by IDBI Banks authorized Architects/consultant, Branch Heads for the respective branches.

1.3 The Contract Price will be inclusive of basic price, excise duty, transportation cost, insurance cost, loading & unloading charges etc. The price shall also be inclusive of applicable VAT/Sales Tax on machines, Service Tax on Installation charges and Octroi etc. Any increase in cost for the manufacturer due to fluctuations in dollar rates, fuel prices, rates of materials and labour, excise duties levied by the government etc. from time -to-time on the whole products or components thereof will have to be borne by the Vendor.

1.4 It will be imperative for the Vendor to fully inform itself of all legal conditions and factors which may have any effect on the execution of the contract as described in the Tender documents. The IDBI Bank shall not entertain any request for clarification from the Vendor regarding such local conditions.

1.5 IDBI Bank may place order for supply, installation and commissioning of the lift from its Regional Office at Guwahati or any of the offices located PAN India. The Lift shall be delivered to the specific site according to the specific delivery instructions, which will be mentioned in the purchase order. IDBI Bank shall have the right to cancel/reject entire/part of the order/delivery/low side works, if the delivery/low side works is not made within the stipulated time and/or if the quality of the works does not meet the specifications as specified in the Tender. In such cases, Vendor agrees that IDBI Bank will not be liable to pay any charges for the lift machines, low side works, Taxes, transportation, Insurance, Octroi, etc. incurred by the Vendor in respect of the rejected machines/ low side works. The Vendor agrees that IDBI Bank shall be the sole judge as regards the specifications of the machines and the related low side works are concerned.

1.6 The address for delivery of the lift shall be as specified in the respective purchase order issued.

1.7 All applicable taxes shall be deducted by the IDBI Bank at source according to the tax rate prevalent at the time of making the payment.

1.8 The Vendor shall be responsible for and obliged to conduct all contracted activities strictly in accordance with contract using state-of-the-art methods and economic principles and exercising all means available to achieve the performance specified in the contract.
1.9 The Vendor shall furnish an interest-free Performance Security / Guarantee for Rs. 50,000/- (Rupees Fifty Thousand Only) issued by a scheduled commercial bank (hereinafter referred to as "Bank Guarantee") in favour of the IDBI Bank, on the terms and conditions acceptable to the IDBI Bank and arrange to furnish the same to the IDBI Bank directly through the issuing Bank.

1.10 The amount of Rs. 50,000/- (Rupees Fifty Thousand Only) paid by the Vendor towards the Earnest Money Deposit (EMD) shall be retained by the IDBI Bank as a security deposit and will be refunded only after successful completion of the contract.

**ARTICLE 2 - Tender to be treated as part of the Agreement**

The Tender along with its Annexure, other attachments and deviations, if any, shall be read and construed as forming part of this Agreement and the Parties hereto shall abide by and submit themselves to the conditions and perform the Agreement on their part respectively in accordance with the terms and conditions contained herein as well as in the Tender.

**ARTICLE 3 - Representations and Warranties of the Vendor**

The Vendor represent, warrant assure, agree, confirm, declare and undertake that

a) It is duly organized and a validly existing organization under Indian Laws.

b) It has power and authority to execute and deliver this Agreement and has taken all necessary steps to authorize execution, delivery and performance of this Agreement.

c) It has requisite experience, expertise, resources, infrastructure, qualified manpower and other requisite resources to consummate the transactions contemplated under this Agreement.

d) It has obtained and/or complied with all applicable permits including statutory and regulatory approvals/licenses required to perform the transactions contemplated under this Agreement.

e) Neither the execution and delivery of this Agreement with the IDBI Bank nor the Vendor's compliance with or performance of the terms and provisions of this Agreement shall contravene any provisions of law or any order, writ, injunction or decree of any Court or Government authority nor shall it violate any provisions of memorandum and articles of association affixation/bye laws/partnership deed or any agreement or arrangement to which the Vendor is party.

f) It shall supply to IDBI Bank, lift free from manufacturing defects. Defective parts, if any, shall be removed and replaced immediately within 7 working days of notification, free of charge. If the Vendor having been notified fails to remedy the defect(s) within the period specified, the IDBI Bank may proceed to take such remedial action/s as may be necessary, at the Vendor's risk and expense and without prejudice to any other rights which IDBI Bank may have against the Vendor under and in accordance with this Agreement/Contract. The delay in delivery of the machines at the respective destinations and/or, installation beyond the agreed period will attract a penalty of 0.5% of the value of work per week or part there of subject to a maximum of 5% of order value as per the respective purchase order. Any decision of IDBI Bank in this regard shall be final, conclusive and binding on the Vendor.
ARTICLE 4 - Indemnity

The Vendor shall unconditionally and irrevocably, (jointly and severally in case of partnership concern) indemnify the IDBI Bank against any claims, losses, costs, actions, suits, damages and or otherwise arising due to or on account of Vendor's violation of any terms and conditions of this Agreement, violation of trademarks, patents, copyrights and licenses and shall always keep the IDBI Bank, its affiliates, subsidiaries, successors, assigns, officers, directors and employees, indemnified at all times, from and against all claims, losses, damages, costs, actions, suits, compensation or expenses or otherwise, if any, that the IDBI Bank may incur by reason of any action, proceedings which may be brought by or against or taken against the IDBI Bank, by anybody including the customers for anything of any nature whatsoever. This clause shall survive the termination of this Agreement for any reason whatsoever. The Deed of Indemnity shall be executed in the form and to the satisfaction of the Purchaser.

ARTICLE 5 - Termination of the Agreement

The IDBI Bank may terminate this Agreement for any default /deficiency of services breach of the terms and conditions of this Agreement by giving 30 days notice to the Vendor requiring it to correct or rectify the defects and deficiency within notice period. In case the specified defects/deficiencies are not rectified within 30 days, IDBI Bank shall terminate the Agreement forthwith and such termination of Agreement by IDBI Bank shall be binding on the Vendor without any challenge. In such case of termination, IDBI Bank shall have the right to claim all costs, charges and expenses incurred / paid by IDBI Bank in account of default /delay by the Vendor. Vendor agrees that IDBI Bank is entitled to deduct or set off the amount of penalty levied and damages claimed by IDBI Bank from the Vendor in terms of said conditions, from any amount due to Vendor under this Agreement and /or forfeit the EMD and/or invoke the Bank Guarantee submitted/furnished as part of this Agreement by the Vendor in full or in part to make good the loss, at the discretion of IDBI Bank, apart from other rights available under the applicable law.

Termination of this Agreement shall not affect or prejudice any provisions of this Agreement, which are expressly or by implication provided to continue in effect after such termination.

ARTICLE 6 - Notices

All notices in connection with this Agreement, shall be given in writing, hand delivered or sent by regd. post / courier or by facsimile transmission, confirmed by courier to the address or fax number specified below, or to such other address or number which the Parties may have last specified. All such notices shall be effective upon receipt to:

The Asst. General Manager,
IDBI Bank Limited - 4th Floor,
G S Road, Near abc bus stop,
Guwahati – 781 005.

Fax No. 0361 - 7141121
Vendor:

Either of the Parties may by notice, change the address to which such notices and communication are to be delivered or transmitted.

ARTICLE 7 - Dispute Resolution

The Parties shall use their best efforts to amicably settle all disputes arising out of or in connection with the Contract/Agreement in the following manner:

a. The Party raising a dispute shall address to the other Party a notice requesting an amicable settlement of the dispute within seven (7) days of receipt of the notice.

b. The matter will be referred for negotiation between nominated officials of the IDBI Bank and the Vendor. The matter shall then be resolved by them and the agreed course of action documented within a further period of 15 days.

c. The Parties agree that any dispute between them, which cannot be settled by negotiation in the manner, described above, may be resolved exclusively by arbitration and such dispute may be submitted by either party to arbitration within 20 days of the failure of negotiations. Arbitration shall be held in Guwahati, India and conducted in accordance with the provision of Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof. Each Party to the dispute shall appoint 1 arbitrator each and the two arbitrators shall jointly appoint the third or the presiding arbitrator. The arbitration proceedings shall be conducted in the English language. Subject to the above, the courts of law at Guwahati alone shall have the jurisdiction in respect of all matters connected with the Contract/Agreement even though other Courts in India may also have similar jurisdictions. The arbitration award shall be final, conclusive and binding upon the Parties and judgment may be entered thereon, upon the application of either party to a court of competent jurisdiction. Each Party shall bear the cost of preparing and presenting its case, and the cost of arbitration, including fees and expenses of the arbitrators, shall be shared equally by the Parties unless the award otherwise provides.

The Vendor shall not be entitled to suspend the supply, installation, commissioning or maintenance of the lift pending resolution of any disputes between the Parties and shall continue to supply, install, commission and maintain the machines in accordance with the provisions of the Contract/Agreement notwithstanding the existence of any dispute between the Parties or the subsistence of any arbitration or other proceedings.

The provision under this section survives the Contract/Agreement.
ARTICLE 8 - Severability

If any of the terms, covenants or conditions thereof as to the application of such term, covenant or condition shall be held invalid as to either party on circumstances by any Court having jurisdiction, the reminder of such terms, covenants or conditions shall not be affected thereby, shall remain in full force and affect and shall continue to be valid and enforceable.

ARTICLE 9 - Survival of Provisions

In order that the Parties may fully exercise their rights and perform their obligations hereunder, such provisions of this Agreement that are required to ensure such exercise or performance shall survive the termination of this Agreement for any cause whatsoever.

ARTICLE 10 - Entire Agreement

The Agreement contains all of the understanding and agreement or whatsoever kind and nature existing between the Parties with respect to written or oral agreements, commitments, representatives, communications and understandings between the Parties with respect to the transactions herein contained.

Necessary corrections, if any, arising out of corrigenda clarifications issued before opening of Tender have been made in these documents. Also the subsequently agreed terms based on the discussions held between the Vendor and IDBI Bank which were finally accepted for the said supply and installation have been incorporated and all pages in the proposal have been initialed both by Vendor and IDBI Bank in token of their acceptance.

ARTICLE 11 - Headings

The heading of various Articles and Sections herein is for convenience of reference and is not deemed to affect the construction of the relative provisions.

ARTICLE 12 - Effective Date & Validity

This Agreement shall become binding on the Parties on and from ____________, It shall be in force from date of award of Contract, in terms of this Agreement or early termination under the provisions of this Agreement, whichever is earlier.

ARTICLE 13 - Counterparts

This Agreement is executed in duplicate; the original shall be in the custody of the Purchaser and the duplicate with the Vendor.
ARTICLE 14 - Contract Details

This contract comprises the following among other things:
   a) Tender along with its Annexure, Sections and Terms and Conditions
   b) Technical Specifications
   c) Earnest Money Deposit, Performance Bank Guarantee
   d) Payment Terms
   e) Bid submitted by the Vendor
   f) Warranty
   g) Deed of Indemnity
   h) Respective Purchase Orders issued in accordance with this Contract
   i) Non Disclosure Agreement

IN WITNESS WHEREOF the Parties have caused these presents and the said duplicate to be signed on their behalf by their duly authorized executives, the day and year first hereinabove written.

Signed and Delivered by the within named IDBI Bank

Signature: 
Name: 
Date: - ......

IN THE PRESENCE OF:

1. Signature 
   Name: 
   Address :- ...

2. Signature 
   Name: .............................
   Address : .............................

Signed and Delivered by ... the within named Vendor

M/s.
Date :-

IN THE PRESENCE OF:

1. Signature 
   Name: 
   Address :- .............................

2. Signature 
   Name: .............................
   Address : .............................
G. DEED OF INDEMNITY

This Deed of Indemnity executed at Guwahati on the _____ day of ______ by ____________ (hereinafter referred to as “the Obligor” which expression shall unless it be repugnant to the context, subject or meaning thereof, shall be deemed to mean and include successors and permitted assigns);

IN FAVOUR OF

IDBI Bank Limited, a company registered and incorporated under the Companies Act, 1956 (1 of 1956) and a banking company within the meaning of section 5 (c) of the Banking Regulation Act, 1949 (10 of 1949) having its registered office at IDBI Tower, WTC Complex, Cuffe Parade, Mumbai - 400 005 (hereinafter referred to as “IDBI Bank ” which expression shall, unless it be repugnant to the subject or context or meaning thereof, be deemed to mean and include its successors and assigns)

WHEREAS

(1) The Obligor has

(a) Offered to IDBI Bank to agree to provide the supply, installation, commissioning and maintenance of lift including the required low side works to set up the complete lift solution to the IDBI Bank branches and provide the services during warranty period at the proposed branches of the IDBI Bank as inclusively stated in the tender, Scope of work and other terms and conditions;

(b) Represented and warranted that they have all permissions, consents, approvals from all authorities, both regulatory and non-regulatory, for executing their services to IDBI Bank Ltd;

(c) Represented and warranted that the aforesaid services offered to IDBI Bank do not violate any provisions of the applicable laws, regulations or guidelines including legal and environmental. In case there is any violation of any law, rules or regulation, which is capable of being remedied the same will be got remedied immediately during the installation, maintenance and contract period to the satisfaction of IDBI Bank Ltd;

(d) Represented and warranted that they are authorised and legally eligible and otherwise entitled and competent to enter into such contract(s) with IDBI Bank;

(2) IDBI Bank, relying and based on the aforesaid representations and warranties of the Obligor, has agreed to avail the services of the Obligor on the terms and conditions contained in its tender and Agreement dated ____________________ (the Agreement) with the Obligor;
One of the conditions of the aforesaid Agreement is that the Obligor is required to furnish an indemnity in favour of IDBI Bank indemnifying the latter against any loss, damages or claims arising out of any violations of the applicable laws, regulations, guidelines during the execution of its services to IDBI Bank over the contract period as also for breach committed by the Obligor on account of misconduct, omission and negligence by the Obligor.

In pursuance thereof, the Obligor has agreed to furnish an indemnity in the form and manner and to the satisfaction of IDBI Bank as hereinafter appearing;

NOW THIS DEED WITNESSETH AS UNDER:-

In consideration of IDBI Bank having agreed to award the aforesaid contract to the Obligor, more particularly described and stated in the aforesaid Agreement, the Obligor do hereby agree and undertake that:-

1. The Obligor shall, at all times hereinafter, save and keep harmless and indemnified IDBI Bank, including its respective directors, officers, and employees and keep them indemnified from and against any claim, demand, losses, liabilities or expenses of any nature and kind whatsoever and by whomsoever made in respect of the said contract and any damage caused from and against all suits and other actions that may be instituted taken or preferred against IDBI Bank by whomsoever and all losses, damages, costs, charges and expenses that IDBI Bank may incur by reason of any claim made by any claimant for any reason whatsoever or by anybody claiming under them or otherwise for any losses, damages or claims arising out of all kinds of accidents, destruction, deliberate or otherwise, direct or indirect, from those arising out of violation of applicable laws, regulations, guidelines and also from the environmental damages, if any, which may occur during the contract period.

2. The Obligor further agrees and undertakes that the Obligor shall, during the contract period, ensure that all the permissions, authorizations, consents are obtained from the local and/or municipal and/or governmental authorities, as may be required under the applicable laws, regulations, guidelines, orders framed or issued by any appropriate authorities.

3. The Obligor further agrees to provide complete documentation of lift including warranty certificates of the machines, contact numbers of the officials for maintenance related query during warranty period, as built drawing of the ducting, piping etc. The Obligor shall also provide all required information about the lift for performing the obligations under the Contract. The Obligor shall also indemnify and keep indemnified IDBI Bank against any levies / penalties / claims / demands litigations, suits, actions, judgments, and or otherwise on account of any default and or breach and or otherwise in this regard.

4. If any additional approval, consent or permission is required by the Obligor to execute and perform the contract during the currency of the contract, they shall procure the same and/or comply with the conditions stipulated by the concerned authorities without any delay.

5. The obligations of the Obligor herein are irrevocable, absolute and unconditional, in each case irrespective of the value, genuineness, validity, regularity or enforceability of the aforesaid Agreement or the insolvency, bankruptcy, re-organisation, dissolution, liquidation or change in ownership of IDBI Bank or Obligor or any other circumstance whatsoever which
(6) The obligations of the Obligor under this deed shall not be affected by any act, omission, matter or thing which, would reduce, release or prejudice the Obligor from any of the indemnified obligations under this indemnity or prejudice or diminish the indemnified obligations in whole or in part, including in law, equity or contract (whether or not known to it, or to IDBI Bank).

(7) This indemnity shall survive the aforesaid Agreement.

(8) Any notice, request or other communication to be given or made under this indemnity shall be in writing addressed to either party at the address stated in the aforesaid Agreement and or as stated above.

(9) This indemnity shall be governed by, and construed in accordance with, the laws of India. The Obligor irrevocably agrees that any legal action, suit or proceedings arising out of or relating to any this indemnity may be brought in the Courts/Tribunals at Guwahati. Final judgment against the Obligor in any such action, suit or proceeding shall be conclusive and may be enforced in any other jurisdiction, by suit on the judgment, a certified copy of which shall be conclusive evidence of the judgment, or in any other manner provided by law. By the execution of this indemnity, the Obligor irrevocably submits to the exclusive jurisdiction of such Court/Tribunal in any such action, suit or proceeding.

(10) IDBI Bank may assign or transfer all or any part of its interest herein to any other person. Obligor shall not assign or transfer any of its rights or obligations under this indemnity, except with the prior written consent of IDBI.

IN WITNESS WHEREOF the Obligor has signed these presents on the day, month and year first above written.

Signed and Delivered on behalf of)
(                                  )

By the hand of ___________________,)

__________, the authorized official)

of the Obligor
(                           )
H. PROFORMA FOR PERFORMANCE SECURITY (BANK GUARANTEE)

BANK GUARANTEE

Bank Guarantee No.

Bank Guarantee Amount

Expiry Date

Claim Amount

Account M/s.

THIS GUARANTEE AGREEMENT executed at ___________ this ________ day of ____________ Two Thousand Seventeen

BY:

______________________ Bank, a body corporate constituted under Banking Corporation (Acquisition and Transfer of Undertakings) Act, 1970/1980, having its Registered Office/ Head Office at ________________, and a Branch Office at ____________________ (hereinafter referred to as “the Guarantor”, which expression shall, unless it be repugnant to the subject or context thereof, be deemed to mean and include its successors and assigns)

IN FAVOUR OF:

IDBI BANK LIMITED, (formerly Industrial Development Bank of India, a company registered under the Companies Act, 1956 (1 of 1956) and a banking company within the meaning of Section 5 (c) of the Banking Regulation Act, 1949 (10 of 1949) and having its registered office at IDBI Tower, WTC Complex, Cuffe Parade, Mumbai - 400 005 (hereinafter referred to as "IDBI Bank" which expression shall unless it be repugnant to the subject, meaning or context thereof, be deemed to mean and include its successors and assigns),
1. WHEREAS the Bank pursuant to the Tender Documents, general terms and conditions of Contract, Letter of Indent (LOI) for supply, installation, testing, commissioning and maintenance of lift and the Agreement (hereinafter collectively referred to as “the said documents”, the Bank has agreed to purchase from M/s.............................. and M/s............................. has agreed to supply, install, commission and maintain the units during warranty period to the IDBI Bank. Lift including its low side work more particularly described in the bill of quantities to the said documents (hereinafter collectively referred to as “the lift work”), subject to payment of the purchase price as stated in the said documents and also subject to the terms, conditions, covenants, provisions and stipulations contained the said documents.

2. AND WHEREAS pursuant to the above arrangement, the IDBI Bank, has placed Purchase Order for supply, installation, testing, commissioning and maintenance of lift (hereinafter referred to as “the Purchase Order”), with M/s. ............................(Hereinafter referred to as “Vendor” which expression shall unless it be repugnant to the subject or context thereof, be deemed to mean and include its successors), subject to the terms and conditions contained in the said documents and the Vendor has duly confirmed the same.

3. AND WHEREAS the Vendor has returned the duplicate of the LOI duly signed in token of its unconditional, unqualified and absolute acceptance, vide its letter dated _____ and has confirmed the performance/ execution of the Rate Contract and the said documents.

4. AND WHEREAS the said documents and the unconditional, unqualified and absolute acceptance by the Vendor are hereinafter collectively referred to as “the Contract”.

5. AND WHEREAS in terms of the Contract, the Vendor has agreed to procure an unconditional and irrevocable performance bank guarantee, in favour of the IDBI Bank, from a Scheduled Bank acceptable to the IDBI Bank for securing towards faithful observance and performance by the Vendor of the terms, conditions, covenants, stipulations, provisions of the Contract.

6. AND WHEREAS at the request of the Vendor, the Guarantor has agreed to guarantee the IDBI Bank, payment of Rs. 50,000/- (Rupees Fifty Thousand Only) towards faithful observance and performance by the Vendor of the terms of the Contract.
NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

In consideration of the premises, the Guarantor hereby unconditionally, absolutely and irrevocably guarantees to the IDBI Bank as follows:

1. The Guarantor hereby guarantees and undertakes to pay, on demand, to the Bank at its office at Guwahati forthwith, an amount of Rs. 50,000/- or any part thereof, as the case may be, as aforesaid due to the IDBI Bank from the Vendor, towards any loss, costs, damages, etc. suffered by the Bank on account of default of the Vendor in the observance and performance of the terms, conditions, covenants, stipulations, provisions of the Contract, without any demur, reservation, contest, recourse or protest or without any reference to the Vendor. Any such demand or claim made by the IDBI Bank, on the Guarantor shall be conclusive and binding notwithstanding any difference or any dispute between the IDBI Bank and the Vendor or any dispute between the IDBI Bank and the Vendor pending before any Court, Tribunal, Arbitrator, or any other authority.

2. The Guarantor undertakes not to revoke this Guarantee during the currency of these presents, without the previous written consent of the Bank and further agrees that the Guarantee herein contained shall continue to be enforceable until and unless it is discharged earlier by the IDBI Bank, in writing.

3. The IDBI Bank shall be the sole judge to decide whether the Vendor has failed to perform the terms of the Contract for supply of Equipment by the Vendor to the IDBI Bank and on account of the said failure what amount has become payable by the Vendor to the IDBI Bank under this Guarantee. The decision of the IDBI Bank in this behalf shall be conclusive and binding on the Guarantor and the Guarantor shall not be entitled to demand the IDBI Bank to establish its claim under this Guarantee but shall pay the sums demanded without any objection, whatsoever.

4. To give effect to this Guarantee, the IDBI Bank, may act as though the Guarantor was the Principal debtor to the Bank.

5. The liability of the Guarantor, under this Guarantee shall not be affected by:
   i) Any change in the constitution or winding up of the Vendor or any absorption, merger or amalgamation of the Vendor with any other Company, Corporation or concern; or
   ii) Any change in the management of the Vendor or takeover of the management of the Vendor by the Government or by any other authority; or
   iii) Acquisition or nationalization of the vendor and/or of any of its undertaking(s) pursuant to any law; or
   iv) Any change in the constitution of the IDBI Bank; or
   v) Any change in the set up of the Guarantor which may be by way of change in the constitution, winding up, voluntary or otherwise, absorption, merger or amalgamation or otherwise; or
   v) The absence or deficiency of powers on the part of the Guarantor to give Guarantees and/or Indemnities or any irregularity in the exercise of such powers.
6. Notwithstanding anything contained hereinabove, the liability of the Guarantor hereunder shall not exceed Rs. 50,000/- (Rupees Fifty Thousand Only)

7. This Guarantee will expire on one year from the date of Guarantee. Any demand or claim under this Guarantee must be received by the Guarantor within Six months from the date of expiry of the Guarantee and if no such demand or claim has been received by the Guarantor by the date mentioned as aforesaid, then all the rights of the IDBI Bank under this Guarantee shall cease.

8. For all purposes connected with this Guarantee and in respect of all disputes and differences under or in respect of these presents or arising there from the courts of Guwahati city where the IDBI Bank has its Regional Office shall alone have jurisdiction to the exclusion of all other courts.

IN WITNESS WHEREOF the Guarantor has caused these presents to be executed on the day, month and year first herein above written as hereinafter appearing.

SIGNED AND DELIVERED BY

the within named Guarantor,

______________________.

by the hand of Shri.__________,

its authorised official.

Note: - a) The Name and Designation of the Authorized officer(s) of the bank should be compulsorily mentioned.

b) A copy of the resolutions/power of attorneys authorizing the officer(s) for executing the aforesaid guarantee.
I. SUMMARY OF AGREEMENT

1. Date of Commencement : Maximum 15 days from the date of PO

2. Date of Completion : 10 weeks from the date of work order

3. Liquidated Damages : 0.5% of the accepted contract value per week of delay or part thereof subject to maximum of 5% of the accepted value.

4. Defects liability period : One year from the date of successful commissioning.

5. Earnest Money : Rs. 50,000/- in the form of DD

6. Retention Money : 5% of the total billed (certified) value will be retained with the Bank till completion of defects liabilities period of One year from the date of successful commissioning. However, the same shall on submission of BG of equivalent amount valid for one year.

We agree to the terms incorporated in the above "Summary of agreement"

Date : Signature of Contractor(s)
### SUPPLY, INSTALLATION, TESTING & COMMISSIONING OF FREIGHT LIFT AT IDBI CURRENCY CHEST, GUWAHATI, ASSAM.

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<th>SR. NO</th>
<th>DESCRIPTION</th>
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| 1.     | Design, Supply, Installation, Testing & commissioning of 500 Kgs Freight Elevator as per Specifications of the Tender Schedule complete as required. The scope of work includes the following:  
A. Required minor civil works for installation of Lift, cleaning of pit, cutting of walls and floors, cement plastering wherever required.  
B. Grouting of all bolts, sills member indicator and button boxes etc, in pit as well as machine room to accommodate the new equipment, center opening doors at all floors, fixing of bracket, etc.  
C. Arranging scaffolding for Installation of Lift  
D. The rate shall include all applicable taxes, cost of materials, labour, transportation & necessary approvals from the statutory authorities for erection & operation of Lift. | 1 Job |
| 2.     | Providing fittings for lift shaft lighting and machine room lighting including wiring complete etc., as required. | 1 Job |
| 3.     | Providing power connection to lift panel board with suitable LT cable and loop earth wire from LT panel to lift machine room complete as required | 1 Job |
| 4.     | Comprehensive Annual Maintenance Contract (CAMC) charges of above lifts for preventive or breakdown maintenance of lift for a period of 3 years after expiry of warranty period of one year from the date of handing over the lift. This includes attending unlimited breakdown calls and replacement of spare at no extra cost including applicable taxes. | 1 Job |
A. First Year After Warranty 1 Job

B. Second Year 1 Job

C. Third Year 1 Job

5. TOTAL AMOUNT

Note:
1. Grand total mentioned at sr. no. 5 shall be considered for the purpose of evaluation.

2. Tax amount due to change in tax structure will be reimbursed on production of proof.

3. CAMC payment shall be released in advance before commencement of AMC each year.

4. The AMC cost after completion of 3 years of post-warranty period shall be derived as per IEEMA price variation clause.

5. The Vendors are requested to Quote separately (in another sheet of price bid) for 500 Kgs Freight Elevator (without machine room – MRL) with all other specifications same as mentioned in the technical parameters.

*NOTE: IDBI reserves the right to place the order for either of 500 Kgs Freight Elevator with MRL or without MRL option based on site requirements.

Date:                                       Signature of tenderer

Place: