



श्रीसिद्धिविनायक गणपती मंदिर न्यास (प्रभादेवी) मुंबई

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“ई—निविदा” सूचना

मंदिरातील श्रीमारुती मंदिराजवळ असलेली मे. ओटीस कंपनीचे उद्वाहन बदलून त्याठिकाणी नवीन उद्वाहन बसविण्याकरीता नामांकित कंपनी/कंत्राटदार यांच्याकडून ऑनलाईन ई—निविदा मागविण्यात येत आहेत. यासाठी ई—निविदा सूचना न्यासाच्या अधिकृत वेबसाईट www.siddhivinayak.org आणि शासन ई—निविदा संकेतस्थळ www.mahatenders.gov.in वर प्रसिध्द करण्यात आली आहे.

सदर कामासाठी ई—निविदा सादर करण्याच्या व ई—निविदा उघडण्याचे दिनांक व वेळ खालीलप्रमाणे राहतील.

- ई—निविदा स्विकारण्याचा अंतिम दिनांक — दि. ०६.०४.२०२३ दुपारी २.०० वा.
- तांत्रिक निविदा उघडण्याचा दिनांक व वेळ — दि. ०८.०४.२०२३ रोजी दुपारी १.०० वा.
- मूल्य निविदा उघडण्याचा दिनांक व वेळ — दि. ०८.०४.२०२३ रोजी दुपारी १.३० वा.
- स्थळ — तिसरा मजला, न्यास कार्यालय
- email: info@siddhivinayak.org/admin@siddhivinayak.org

(नंदा राऊत)
कार्यकारी अधिकारी

प्रभादेवी, मुंबई

Shree Siddhivinayak Ganapati Temple Trust, Prabhadevi, Mumbai 400028

Phone No- 022-24224438 Fax 022-24221558

www.siddhivinayak.org Email: admin@siddhivinayak.org

E- Tender Notice

Online digitally signed E- tenders are invited from Reputed Elevator Manufacturers for Supply, Installation Testing and Commissioning of 1 no. passenger elevator including Electrical & related civil works, Comprehensive Maintenance, Dismantling and buyback of existing elevator at the Administrative Building of the Trust situated in the temple premises.

E-tender documents can be viewed and or downloaded from the Government website www.mahatenders.gov.in or www.siddhivinayak.org of Trust website.

- Last Date of Submission online Tender: 06.04.2023, 02.00 pm
- Opening of Technical Bid: Dt. 08.04.2023, 01.00pm
- Opening of Price Bid: : 08.04.2023, 01.30 pm

Sd/
Nanda Raut
Executive Officer

SHREE SIDDHIVINAYAK GANAPATI TEMPLE TRUST, PRABHADEVI
MUMBAI 400 028.

Tender for Supply, Installation Testing and Commissioning of 1 no. passenger elevator including Electrical & related civil works, Comprehensive Maintenance, Dismantling and buyback of existing elevator at the Administrative Building of the Trust

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SHREE SIDDHIVINAYAK GANAPATI TEMPLE TRUST, PRABHADEVI
MUMBAI 400 028.

Tender for Supply, Installation Testing and Commissioning of 1 no. passenger elevator including Electrical & related civil works, Comprehensive Maintenance, Dismantling and buyback of existing elevator at the Administrative Building of the Trust

CHAPTER - 1
INSTRUCTIONS FOR BIDDERS

1. General:

Online digitally signed tenders are invited i.e. (i) Technical bid (ii) Commercial bid from reputed manufacturers for **Tender for Supply, Installation Testing and Commissioning of 1 no. passenger elevator including Electrical & related civil works, Comprehensive Maintenance, Dismantling and buyback of existing elevator at the Administrative Building of the Trust "Shree Siddhivinayak Ganapati Temple Trust" (hereinafter referred to interchangeably as the works)** as per the Bill of Quantity (**Chapter -3**) in this document.

- 1.1 Bidders are advised to study the tender document carefully and thoroughly. Online submission of tender shall be deemed to have been done after careful study and examination of the tender document with full understanding of its implications.
- 1.2 It will be imperative on each bidder to fully acquaint himself with all the local conditions and factors, which would have any effect on the performance of the contract and cost of the work. No request for the change of price or time schedule shall be entertained, on account of any local condition or factor once the offer is accepted by the Bidders.
- 1.3 ***The Trust board reserves the right to relax any terms & conditions.***
- 1.4 Bidders shall not be permitted to alter or modify their bids after expiry of the deadline for receipt of Bids.

2. Schedule of Tender:

The tender document can be downloaded from our website (www.siddhivinayak.org) (www.mahatenders.gov.in) From **20.02.2023, at 11:00 am**

Pre-Bid Meeting shall be held on 24.02.2023, at 2:00 PM

Last Date Submission of Tender is 03.03.2023, up to 01:00 pm

Technical Bid Opening shall be done on 06.03.2023, at 01:00 pm

Price (Commercial) Bid Opening 06.03.2023, at 01:30 pm

- The Scan copy of Tender fee of **Rs. 3,000/- (Rupees Three Thousand Only)** in the form online payment shall be attached in the prescribed column along with the Technical Bid of Tender. Failure to do so will result in rejection of the bid.

Tender Fee is nonrefundable.

- 2.3 The online Technical bids will be opened at **01;30 pm on 24.02.2023** at **“Shree Siddhivinayak Ganapati Temple Trust” 3rd Floor, Prabhadevi, Mumbai – 400 028**. The bidders or their authorized representatives may remain present, if they so desire.
- 2.4 The representatives (Employee, Manager, Owner, Partner, and Director) of the firms participating in the tender meetings including Technical Evaluation Committee meetings etc. **must carry authorization letters from the firm concerned.**
- 2.5 **The Pre-Bidders meetings will be held on 06.03.2023 at 01;00 pm at “Shree Siddhivinayak Temple Trust” 3rd Floor, Prabhadevi, Mumbai – 400028.**
- 2.6 The Commercial bids of the short-listed Bidders will be opened in the Committee Room **“Shree Siddhivinayak Ganapati Temple Trust” 3rd Floor, Prabhadevi, Mumbai – 400 028 on 06.03.2023 at 01;30 pm**
- 2.7 Submission of online scanned copies of unwanted/irrelevant documents /out of contest document to disturb/misuse the online procurement system will be taken seriously and stringent action will be taken against the such bidders, besides action for rejection of bids and blacklisting of firm will be initiated.
3. **The Trust Board reserves right to accept any Bid and to reject any or all bids:**
The Trust Board reserves the right to accept any bid, and to annul the bid process and reject all bids at any time, without assigning any reason, prior to placement of order/ signing of contract, without thereby incurring any liability to the affected Bidder(s) or any obligation to inform the affected Bidder(s) of the grounds for the Trust Board action.
4. **Bidder Qualification:** The **“Bidder”** as used in the tender document shall mean the one who has signed the Bid Form.
5. **The average turnover for last three years should be above INR 2,00,00,000/- (Rupees Two Crore).**
6. **Earnest Money :**
- 6.1 The Earnest Money shall be paid online amount of **Rs. 50,000/- (Rupees Fifty Thousand Only)** shall be submitted by the bidder at the time of tender submission on opening failure to do so will result in rejection of the bid.
- 6.2 The Earnest Money shall be valid for a period of seven and a half months from the date of opening of the Bid, in case of short-listed Bidders. No interest will be payable on this amount.
- 6.3 The Earnest Money may be forfeited :

- a) if a Bidder withdraws his bid during the period of bid validity; or
- b) in the case of the finally selected Bidder, if the Bidder fails;
 - i) to sign the Contract. or
 - ii) if at any stage any of the information/declaration is found false.

6.4 Exemption Shall be granted for the Payment of Earnest Money Deposit to the Small Scale Industrial (SSI) Units registered with Maharashtra Small Industries.

6.5 Development Corporation (MSSIDC) or National Small Industries Corporation (NSIC) in respect of those items for which the Registration Certificate has been obtained in respect of tenders called for by Government Departments, State Owned Public Sector Undertakings, Statutory Boards, Local Bodies and Co-operatives

7. Period of Validity of Bids: Bids shall remain valid for **06 (Six) calendar months** from the date of Bid opening.

8. Registration with GST, Service Tax, Provident fund & ESI Department: The bidders should have their firm registered with GST, Provident fund & ESI Department. With respect to Provident fund & ESI Department the bidder shall furnish scanned latest copies of the deposit/return with their Technical Bid. Attached paid challan of provident fund upto 31st March 2022

9 Terms and conditions of Tendering Firms:

9.1 Printed terms and conditions of Bidder shall not be considered as forming part of their Bids.

9.2 Definition:-

“Trust” means Shree Siddhivinayak Ganapati Temple Trust (Prabhadevi) Mumbai.

“Work” means work or works contracted to be executed under or virtue of the contract whether Temporary or permanent and whether original, altered, substituted or additional. In case of any work if there is no specification then in such case work shall be carried out in all respect in accordance with the all instructions and requirements of the Trust.

“MCGM” means Municipal Corporation of Greater Mumbai.

9.3 Time is the essence of the contract. No extension of time is allowed to the contractor. Contractor has to complete whole work of dismantling, Supply, install and commission the elevator as required by the Trust with necessary electrical and related civil works on or before 31th May 2023 by 11.00 am. It may noted that contractor who is awarded the work will be penalized @ 0.5 % of the total project cost for every week of delay to a maximum of 5 % of the

total project cost. The penalty amount will be deducted from the Contractor's bill /outstanding amount.

- 9.4 All the quoted rates will remain valid for a period of 6 months from the date of opening of price bid. Each work should be completed within the specified date from the date of issue of the Letter of Intent / Work Order.
- 9.5 If the contractor fail to complete the job within the stipulated time as specified in the tender, the contract will be terminated automatically on the ground of non-completion of work and no appeal will be accepted in this respect. The balance job, if any to be carried out through any other agency at their cost and risk.
- 9.6 Unless otherwise mentioned specifically, all works are to be carried out in accordance with the General conditions and specifications contained in the following Schedule / codes.
Relevant I.S. codes
- 9.7 No extra work of the items shall be done by contractor without prior permission of the Trust authorities. If such work is carried out by the contractor without permission / approval, no extra payment shall be made by the Trust.
- 9.8 Rates of all items should be inclusive of supply of material, labour charges, wages and hire charges of tools & tackles, scaffolding, plant & machinery all taxes and duties etc. In case of only labour involved items, supply of materials will not be included. The materials, which will be used in the work, should have prior approval of the Trust.
- 9.9 All quarry fees, royalties, Dues and ground rent for stacking if any shall be paid by the Contractor.
- 9.10 The rates quoted by the Contractor shall be firm till the completion of contract from the date of submission of tender and shall be inclusive of all taxes, and other statutory payments and will not subject to any fluctuation due to any increase in any effect.
- 9.11 Any defect found in the work carried out by the Contractor will have to be rectified it free-of-cost by the contractor.
- 9.12 The Contractor shall make their own arrangement for storage space and godown for their materials, tools & tackles, Plant & Machinery etc
- 9.13 The Contractor shall not without the written consent/approval of the Trust,sublet any portion of the work.
- 9.14 The Contractor shall take all necessary precautions to ensure safety and security of their workmen and if any injury or accident occurs then it will be the sole responsibility of the Contractor to pay the compensation to the victim as per the workmen compensation act 1923. The Contractor has to comply with the provisions of all existing central, state & labour act & rules.
- 9.15 Contractor shall take out necessary insurance policy / Policies so as to provide adequate insurance covered for excitation of the awarded contract work for total

contract value and complete contract period compulsorily from the Appropriate Authority. Sub-Contractor will not be considered in such cases.

- 9.16 No claim for idle labour will be entertained under any circumstances.
- 9.17 Contractor shall not employ any person who is under the age of 18 years. Contractor shall provide drinking water facility and other similar amenities to the workers engaged on work.
- 9.18 Contractor shall follow direction issued by the Joint Director (Malaria and Fileria) of Health Services, Pune. In regard to anti Malaria and other Health measures.
- 9.19 Contractor shall comply with all rules, regulation, by laws and directions given from time to time by MCGM or any Public authority in connection with this work and shall pay fees charges which are leviable on him without any extra cost to the Trust.
- 9.20 On completion of the works the Contractor shall clear away and remove, from the site, all constructional plant, surplus materials and rubbish to the satisfaction of the Trust
- 9.21 The Contractor shall take all necessary precautions to prevent any damage that may cause towards any Temple Trust property and /or public property and / or private property during the course of execution of the contract and they will be liable to make good the same at their cost.
- 9.22 The Payment of bill will be made on actual measurement basis against R/A bill and Final bill. The Final shall be submitted by the Contractor within 1 month from the date of completion of the work. No advance payment shall be paid to the Contractor. Payment to contractor shall be made by the cheque drawn in his favour.
- 9.23 Income tax deduction will be made at source from all payment as per laid down rules of Ministry of Finance. The **PAN number** of Contractor should be clearly mentioned in the bills.
- 9.24 No other terms and conditions are acceptable from the Contractor end if not stipulated in the work order given by the trust. Shree Siddhivinayak Ganpati Temple Trust reserve the right to alter the Tendered Items & Quantities due to unforeseen circumstances
- 9.25 The contractor who does not accept these conditions shall not be allowed to tender for works.
- 9.26 Trust reserves the right to amend and / or delete Terms and Conditions and also reject the Tender without quoting any reason there to.
- 9.27 No Advance shall be granted prior to execution of work.

- 9.28 Item no. 26, 27 & 28 specified in **Chapter-3** shall not be executed without prior consultation & orders of the Trust. If it is executed suo-moto by the contractor/decorator the payment in this regard shall not paid by the Trust.
- 9.29 No Contractor shall carry out work which is not specified in Chapter & / or additional work without prior permission & writing from the Trust office.
- 9.30 Receipts for payments made on account of any work, when executed by a firm, should also be signed by all the partners except where the contractors are described in their tender as a firm, in which case the receipt shall be signed in the name of the firm by one of the partners, or by some other person having authority to give effectual receipts for the firm.
- 9.31 On completion of the works the contractor shall clear away and remove, from the site, all constructional plant, surplus materials, and rubbish to the satisfaction of the Trust.
- 9.32 Solvency Certificate of Nationalized or scheduled bank of Rs 10 lac should be provided.
- 9.33 All corrections & additions or pasted slips should be initialed.
- 9.34 The measurements of work will be taken according to the usual method in use in the Department & no proposal to adopt alternative methods will be accepted. The Trust Boards decision as to what is the usual method in the Department will be final.
- 9.35 The tendering contractor shall furnish a declaration along with the tender showing all works for which he has already entered into contract, & the value of work that remains to be executed in each case on the date of submitting the tender.
- 9.36 Successful contractor should produce license/attested copy of license dully attested by Gazetted officer having registered with Assistant Commissioner of labour as required as per contract labour (Regulation & abolition) Act 1973 & the Maharashtra Contract Labour (Regulation & abolition) Rules 1973.
- 9.37 The Contractor shall comply with the provisions of Apprentices Act 1961 & the rules & orders issued there under from time to time if he fails to do so his failure will be breach of contract & Executive Officer may in his discretion cancel the contract. The contractor shall also will be liable for any pecuniary liability arising on account of any variation by him of the provisions of the Act.
- 9.38 It is Mandatory on the part of The Contractor to employ and PWD licensed Electrical Engineer / Supervisor to carry out & monitor all the electrical works.

10 Bid Requirements:

- 10.1 The Bidder must quote for all items and quantities as listed under the Bill of Quantity. (Chapter-)
- 10.2 The Successful Bidder(s) shall be required to furnish **Contract Performance Bank Guarantee for 5%** of the Contract Value, at the time of award of Contract as per the prescribed Performa. **(Chapter-7)** Performance Security (Security Deposit) has to be deposited by successful bidder in the form of Account Payee Demand Draft, Fixed Deposit receipts, Bank Guarantee from a commercial bank in an acceptable form, irrespective of its registration status and shall be valid for a period of **12 months** beyond the date of completion of all contractual obligation of the supplier including warranty obligations. The performance Security shall bear no interest.
- 10.3 The bidders participating in the Tender must submit a scanned copy of list of their owners, partners, etc. and a certificate to the effect that the firm is neither blacklisted by any Government Department nor any criminal case is registered against the firm or its owner or partners or directors anywhere in India.
- 10.4 The bidder shall not be black listed by any government body or shall have any legal cases pending against the company or any of the directors / partners / proprietors.
- 10.5 The bidder should submit an undertaking that no member of their firm/company etc. or family members are participating in the bidding process through some other entity.
- 10.6 Bids not accompanied the scanned copies of **Tender Fee and Earnest Money** will be rejected.
- 10.6 Conditional bids, Telex/Fax bids and incomplete bids will be summarily rejected. No physical bids will be accepted only online bids will be accepted.
- 10.7 The bid shall contain no interlineations; errors or overwriting and all pages of the Bid must be signed and stamped sequentially numbered by the Bidder.

11. BID PRICES:

- 11.1 The Bidder shall submit the price schedule in the prescribe form attached to these documents.
- 11.2 The bidder should ensure that all columns of the price schedule may be duly filled and no column is left blank. After opening of the price bid, no clarifications whatsoever shall be entertained by the Purchase Committee.

12. **Contents of Bid:** The Online Bids prepared by the Bidder shall comprise of the following two components:-

- a. **Technical Bid** comprising of the following **scanned documents** and to be filled on the format sheets provided in each Tender Document. This is mandatory:
 - i) Bidders Particulars (**Chapter- 5**)
 - ii) Bid Form (**Chapter- 6**)
 - iii) The scanned copies of Tender Fee and Earnest Money
 - iv) Registration with GST, Service Tax, Provident fund & ESI Department
 - v) Income Tax Returns for the last 3 Financial years (2019-20,2020-21,2021-22)
 - vi) Tender acceptance letter (**Chapter - 8**)
 - vii) Turn Over certificate duly attested by the Auditor as per clause no 5 of chapter 1.
 - viii) Declaration by contractor(**Chapter - 9**)
 - ix) Work Experience certificate of erection of lifts of similar specifications.
 - x) Solvency certificate as per clause no 9.32 of chapter 1.
- b) **Commercial Bid** to be filled in accordance with the format provided in the Tender Document:
 - i) Price Schedule (**Chapter- 4**) The Price Schedule will be filled in excel sheet provided with the tender documents.

14. **Instructions for Online Bid Submission:**

The bidders are required to submit soft copies of their bids electronically on the Govt. Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the GOVT. Portal, prepare their bids in accordance with the requirements and submitting their bids online on the GOVT. Portal.

More information useful for submitting online bids on the Govt. Portal may be obtained at: **<http://mahatenders.gov.in>**

REGISTRATION

- 1) Bidders are required to enroll on the e-Procurement module of the Govt. Procurement Portal: **<http://mahatenders.gov.in>** by clicking on the link "Click **here to Enroll**" on the GOVT. Portal is free of charge.
- 2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the GOVT. Portal.

- 4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / TCS / nCode / eMudhra etc.), with their profile.
- 5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
- 6) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

SEARCHING FOR TENDER DOCUMENTS

- 1) There are various search options built in the GOVT. Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, organization name, location, date, value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as organization name, form of contract, location, date, other keywords etc. to search for a tender published on the GOVT. Portal.
- 2) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective „My Tenders“ folder. This would enable the GOVT. Portal to intimate the bidders through **SMS / e-mail** in case there is any corrigendum issued to the tender document.
- 3) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

PREPARATION OF BIDS

- 1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents – including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF formats. Bid documents may be scanned with 100 dpi with black and white option.
- 4) To avoid the time and effort required in uploading the same set of standard

documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use **“My Space”** area available to them to upload such documents.

- 5) These documents may be directly submitted from the “My Space” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

SUBMISSION OF BIDS

- 1) Bidder should log into the site well in advance for bid submission so that he/she upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3) Bidder has to select the payment option as “Online” to pay the tender fee / EMD as applicable.
- 4) Bidder should prepare the Online EMD as per the instructions specified in the tender document. Otherwise the uploaded bid will be rejected.
- 5) A standard Price Schedule provided with tender document (Excel Sheet) format has been provided with the tender document to be filled by all the bidders. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. Bidders are required to download the Price Schedule provided with tender document (excel sheet) file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the Price Schedule provided with tender document (excel sheet) file is found to be modified by the bidder, the bid will be rejected.
- 6) The serve time (which is displayed on the bidders’ dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- 7) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit

encryption technology. Data storage encryption of sensitive fields is done.

- 8) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 9) Upon the successful and timely submission of bids, the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 10) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

ASSISTANCE TO BIDDERS

- 1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- 2) Any queries relating to the process of online bid submission or queries relating to GOVT. Portal in general may be directed to the 24x7 GOVT. Portal Helpdesk. The contact number for the helpdesk is 1800 3070 2232.

SD/-

**Executive Officer,
Shree Siddhivinayak Ganapati Temple Trust
Prabhadevi, Mumbai**

CHAPTER – 2
Contract Performance Bank Guarantee

1. Contract Performance Bank Guarantee :

At the time of signing the contract, the supplier shall furnish a **Contract Performance Bank Guarantee** for **5% percent of the Order value** of the Contract price, as per the prescribed Performa (**Annexure C-2, Chapter 7**), from a Commercial Bank. The performance security can also be furnished in the shape of account payee Demand Draft, fixed Deposit receipt or Bank Guarantee from a commercial bank in an acceptable form, shall be valid for a period of 12 Months beyond the date of completion of all contractual obligation of the supplier including warranty obligations. The performance Security shall bear no interest.

The Contract Performance Security will be in the name of the **“Shree Siddhivinayak Ganapati Temple Trust, Prabhadevi, Mumbai – 400 028.**

- 2. Governing Law:** This Contract including the Contract Documents shall be governed by and construed in accordance with the laws of India and the Mumbai Courts shall have jurisdiction in this regard.
3. The Trust Board shall have the right to terminate the Contract in whole or in part at any time for its convenience. The notice of termination shall specify that termination is for the Trust Board convenience, the extent to which performance of work under the contract is terminated and the date upon which such termination becomes effective.
4. The Trust Board reserves the right to terminate or recall the tender at any time/stage due to administrative reason.
5. **Resolution of Disputes:** In the case of dispute or difference arising between the Trust Board and the Contractor relating to any matter connected with this contract, the same shall be settled through amicable negotiations between a maximum of Two (2) officers nominated by the Competent Authority of Shree Siddhivinayak Ganapati Temple Trust and Two (2) employees nominated by the Contractor, failing which, the dispute shall be submitted to arbitration in accordance with the provisions of the Arbitration and Conciliation Act, and the Arbitrator's decision shall be final & binding. The language of arbitration shall be English. The venue of the conciliation and/or arbitration proceedings shall be in Mumbai, India.

Sd-

**Executive Officer,
Shree Siddhivinayak Ganapati Temple Trust**

Prabhadevi, Mumbai

CHAPTER -3 BILL OF Quantity

11.01 Passenger Lift Data Sheet/ details for (7 stops) – 1 No.

Data Sheet

		Existing old lift	Proposed new lift
1	Number of lifts	1 no. Lift	1 No. Lift
2	Type/ Make	Passenger (Otis Make)	Passenger
3	Capacity	6 passengers (408 kgs)	8 passengers (544 kgs)
4	Speed	1.00 MPS	1.00 mps
5	Travel	16.0 M Approx. (G + 5)	16.0 M Approx. (G + 5)
6	Stops & openings	6 stops all opening on same side.	6 stops all opening on same side
7	Drive	Geared machine	New PMSM Gearless machine with AC Motor with flat belts or ropes
8	Control	Microprocessor based ACVVVF control system with Simplex Full Collective operation	Microprocessor based AC Variable Voltage Variable Frequency control with Closed Loop and Simplex Full Collective operation with / without attendant.
9	Lift machine room	Yes available	Yes, with Machine room.
10	Power supply	AC 400 V +/- 10%, 50 Hz +/- 3%	AC 415 V +/- 10%, 50 Hz +/- 3%
11	Car & landing Door operation	Automatic with infra red sensor	Automatic with VF /DC and minimum 150 beams infra red door sensor.
12	Car door	Centre opening door having clear opening of 700 x 2000 mm	Instead of glass doors with Stainless steel doors on all floors, please submit your offer for Stainless steel landing doors (without vision panel) 18 guage, 304 grade, fire rated for 2 hours. Harmig clear opening of 800x2000mm Stainless steel door frames should alto fire rated.
13	Landing Door	Centre opening door having clear opening of 800 x 2000 mm	Instead of glass doors with Stainless steel doors on all floors, please submit your offer for Stainless steel landing doors (without vision panel) 18 guage, 304 grade, fire rated for 2 hours. Harmig clear opening of 800x2000mm Stainless steel door frames should alto fire rated.
14	Car	M.S. Cabin with chequered plate flooring	Provide new Stainless steel Car in combination of Mirror and etched design panels in 18 gauge with

			Centre panels in Mirror finish on all 3 sides and side panels in etched design finish on all 3 sides with 4 nos. white square LED light fixtures, (or a minimum 100 lux) & approved make heavy duty ceiling mounted 2 nos. blowers with grill for adequate ventilation and lighting. Stainless steel handrail in mirror finish on rear panel only. Flooring of approved shade / design of 20 mm thick granite flooring as approved by bank (Indicate provision of amount made in covering letter)
15	Car Size	1000 mm x 1100 mm x 2100 mm	1250 mm x 1150 mm x 2300 mm clear below false ceiling.
Operating Indications			
16	On all landing & ground floor lobby	Digital Indicator and luminous button on all floors.	LCD Indicators on all floors combined with Luminous Hall Button to stop lift in Up / Down direction on all floors.
17	In Car		1 No. Car operating Panel equipped with the following: 1. Auto / Manual selector (Attendant) key switch. 2. Fan switch (in addition to fan auto off) 3. Luminous floor selector buttons 4. Overload warning device with annunciation (lift should not take a start under overload condition) 5. Battery Operated Alarm button 6. LCD car position and direction indicator 7. Emergency LED light with SMF battery back up for 30 mins

			8. Auto light off (half quantity when no car calls) 9. Intercom (3 way) with instrument to be located at Security cabin near the gate Notes: Faceplates of all operating fixtures should be in Stainless steel mirror finish
18	Hoist way available	1800 mm x1450 mm	1800 mm wide x 1450 mm deep
19	Pit depth	1600 MM	1600 MM
20	Announcement system	NA	Floor announcement in English language with music of trust's choice.
21	Overhead	4100 MM	4100 MM
22	Safety Gear:		Provide New safety gear for car and counterweight
23	Guide Rails:	Machined Steel Tees for car	Car Rails : Machined Solid Cwt Rails : as per industry standard
24	Buffers:	Spring	Spring buffers
25	ARD	-	Automatic Rescue Device capable of moving the lift to the nearest landing on main power failure shall be provided in all lift
26	Safety parts		1) Pit switches 2 nos 2) Extended Toe-guard 3) Pit ladder 4) Top of car inspection box 5) Locks 6) Covering all rotating parts 7) Full Height Fascia sheets 8) Car top barricading

Important Notes

- The Contractor shall make provision inside the lift car with a separate RG6 cable, so that Closed Circuit TV (CCTV) camera may be installed inside the car at the later date if so desired by the bank.
- The Contractor shall dismantle the existing elevator equipment with utmost care. Damages, if any to the bank's property during the replacement works owing to negligence on part of the Contractor, shall be made good by the Contractor.
- The centre line of existing doors shall be maintained while installing the new lift to ensure that the existing architraves can be retained.

1.1. Testing and Commissioning

All the equipment for incorporation in the works will be subject to off-site testing and inspection at the works of the contractor before being dispatched to the site. The Works at site or any part thereof will be subject to commissioning tests in addition to such other tests and inspections as are required by the regulations.

The lift controller will be delivered to site with general site parameter programmed in. Contractor shall ensure that the lift is run and the actual site characteristics are programmed into the controller. The factory programmed settings shall not be acceptable without proof of their reliability and accuracy. The Contractor shall provide the bank with seven days written notice of the dates on which the installation will be ready for commissioning and witness testing.

The Contractor shall ensure erection of all safety barricades required during the modernization process to safe guard the bank from any loss of life and/or material. The Contractor shall carry out all applicable tests to demonstrate compliance and conformance to the general as well as specific requirements laid down by the bank. This includes all facilities necessary for commissioning and witness testing including labour, consumable fuels, stores, apparatus, instruments, test loads and other things which are required to conduct the tests and inspections to the satisfaction of the bank and government authorities.

The whole of the equipment shall be designed and arranged for ease of maintenance. Commissioning and witness testing shall include those tests required by the Specifications, the applicable regulations. These shall include, but shall not be limited to: -

- a) Demonstration of the operation of all safety devices
- b) Demonstration of the operation of the lift control system including up and down collection
- c) Demonstration of compliance with any noise and/or vibration Requirements
- d) Lift shaft inspection
- e) Lift pit inspection
- f) Test control unit testing, up down run etc.
- g) Phase failure
- h) Phase reversal
- i) Short circuit test (blow fuse) using a door lock switch furthest away from the control panel
- j) Earth testing
- k) Continuity testing
- l) Up and down floor leveling
- m) No load, ½ load, full load, over load running test
- n) All door locks tripping
- o) Governor tension weight switch trip
- p) Safety gear trip switches
- q) 1 hour test run

Immediately following tests or re-tests, whether on-site or off-site, the Contractor shall provide copies of all test reports to the bank. The Contractor shall at their own cost, secure the licenses from government authorities to operate the replaced lifts for general use as per Bombay Lifts Act.

The Contractor shall supply and fix the following items:

In machine room: -

- a) A permanent notice shall be fixed to the outside of the machine room door, bearing the wording in lettering not less than 13mm high.
DANGER – LIFT MACHINERY
UNAUTHORISED ACCESS PROHIBITED
DOOR TO BE KEPT LOCKED

- b) Hand operating details & rescue instructions
- c) Electric shock treatment instructions

In car cabin:-

- a) Name plate indicating capacity of lift
- b) Emergency helpline/contact numbers engraved in SS faceplate
- c) Laminated copy of elevator Licence issued by the Authority
- d) Operating instructions in English, Hindi and Gujarati language
- e) No Smoking & Safety instructions in case of FIRE

Adequate training shall be imparted to the bank security staff for safe navigation and operation of and around the replaced lift installations. The Contractor shall provide copies of the operating and maintenance manuals to the bank within fifteen days of satisfactory completion of the commissioning and handover of each lift. Such documentation should be hardbound and also emailed in an acceptable and agreed format, (e.g. PDF format). These operating and maintenance manuals shall include the following details: -

- a) Description and identification of the lift
- b) Description of the lift control and drive system, including flow charts and circuit diagrams to illustrate the sequence of events
- c) Details of all safety circuits and their effects
- d) General instructions on fault diagnosis, trouble-shooting and remedial work
- e) Procedure for manual hand winding or hand lowering of the lift
- f) Procedure for the release of passengers trapped within the car
- g) Lubrication schedule, with list of recommended lubricants
- h) Maintenance schedule
- i) List of recommended spare parts that would normally be required to be replaced due to fair wear and tear or those considered essential to maintain a lift in service
- j) Copies of all relevant works, type, and site test certificates including hoisting ropes, governor rope, locks, buffers, motors, governors, safety gears, certification etc.

1.2. Comprehensive Maintenance

The Contractor shall maintain the lift for a period of 5 (Five) years from the expiry of the defect liability period. This maintenance will include planned preventative maintenance and need based call-out requirements for the lifts throughout the Defects Liability Period and Maintenance period.

The preventive maintenance will include examining the ropes / belts and their attachments, examining the motor and sheave, examining and lubricating the door locks, cleaning and lubricating the guides, lubricating all moving parts & making minor adjustments so as to keep the lifts and its installation safe and in good working condition. This also covers attending to break down calls and attending inspections, if any, carried out by the Competent Authority. This job will be supervised and attended by our well-qualified and trained personnel.

Inclusions:

During the Comprehensive Maintenance period, the Contractor shall undertake to repair or replace the Main Motor Bearing, Brake Shoe Liners, Brake Coil, Braking Resistors, Control Panel accessories such as Contacts and Contactors, Overload Protection Device, Landing Lock Units, Switches, Gang Switches, Reed Switches, All type of Limit Switches, Buttons, LCD / Position Indicator Cards, Alarm Card and Speakers, Car and Counter Weight Shoe Liners, Main Suspension Rope / Belts, Main Pulley, OSG Rope, OSG Pit / Bottom Pulley, Traveling cables, Motor and Machine Unit, VFD unit and Door Motor Drive Unit, ARD and ARD Batteries, battery for Alarm and Emergency Light, Intercom Sensor, Car and Landing door closing accs, Light Fittings, Fan etc. including other Electrical and Mechanical accessories which show normal wear and tear.

The Contractor shall provide a log book, which shall be kept in the Lift Machine Room. All maintenance, breakdowns, adjustments, etc. shall be recorded in the log book(s), which shall be dated and countersigned by the bank's representative. The maintenance work shall be in accordance with the following: -

- a) The Contractor shall make at least one visit to each lift within the contract each calendar month to undertake maintenance works
- b) The duration of each visit shall be minimum 1 hour to each lift
- c) The Contractor's Service Engineer shall complete a 'Service Visit Report' that shall be provided to bank upon completion of the service
- d) All visits made by the Contractor shall be carried out by an Engineer and will require attendance to be registered with the bank's office or entrance to confirm the visit. The on-site log card shall be completed for all visits
- e) The Contractor shall respond to all emergency calls within 2 hours
- f) The Contractor shall respond to all non-emergency calls within 6 hours
- g) The Contractor shall register/accept calls for breakdowns 24x7
- h) The Contractor shall fully inform the employer of each and every breakdown call detailing in writing, the cause of the breakdown and works undertaken to fix the problem(s)
- i) All breakdown calls shall be serviced and closed within 48 hours of the breakdown call being made
- j) Delay in closing the breakdown call beyond 48 hours, attributed on the part of the Contractor shall attract an inconvenience charge of Rs. 200 per hour of delay

After completion of 5 years maintenance period, the Contractor, if required by the bank, shall be obliged to render maintenance services during the lifetime of the lift as per terms to be agreed upon at an appropriate time.

Ancillary Scope of Work (Electrical / Civil / Steel) in Contractor's scope

1) Electrical Work

The Electrical work comprising of a) providing and laying 3 phase main copper power cables and single phase lighting cable from meter room to machine room (Polycab / CCI / Finolex Makes only), main switches (Legrand / Siemens / Crompton / Havels Make only) for power and lighting with necessary MCB / ELCB in meter room and near machine and hoist way lighting with plug points as required by Lift Rules, car lighting and lighting and switches near machine below shaft ceiling with two leads of copper earthing from meter room to machine room of appropriate gauge shall be in your scope of work. Prices shall be quoted separately with full details of items covered under this work.

Separate earth pits will be provided by the bank. Complete machine room wiring including removing of all old unwanted wiring and switches shall be undertaken by the bank. Handrail on one side of machine room steel ladder shall be provided by the bank. Bank also to provide machine room door a new latch with lock and key arrangement.

- 2) All Civil work related to elevator installation such as buffer grouting, bracket fixing for rails, closing of old pockets, white washing of shafts, front wall modifications if required with both sides plastering, creating space for controller fixing and finishing, granite / marble cutting if required and any minor works which may be required to install and commission the lift. Bidder to include for make provision for smoke vent for both lifts as per requirements. 2 coats of white wash in lifts shafts and machine room.

3) PWD Licence

Successful bidder will have to arrange for obtaining fresh License in the name of SBI. The Bank will arrange to provide the required documents along with other co-laterals and will also reimburse the official fees against proof of payment made. All other incidental expenses if any should be borne by the bidder.

GENERAL TERMS AND CONDITIONS OF THE CONTRACT

1.3. Definition of Terms:

In construing this contract and the scope of work, the following words will have same meaning herein assigned to them unless there is something in the subject or context in consistent with such construction.

Contractor:

The "Contractor" shall mean the firm whose tender has been accepted by the bank and shall include its legal representatives, successors and assignees.

Consignee:

The "Consignee" shall mean the person authorised by the trust to receive the materials, supervise and take measurement of the work.

Site:

The "Site" shall mean, the actual place of the proposed Project as detailed in the specification or other place where work has to be executed under this contract i.e. Administrative Building, Siddhivinayak Temple Trust, Prabhadevi, Mumbai 400028.

Specification:

The "Specification" shall mean collectively all terms stipulated in the contract known as General Conditions, Technical Specification and such amendments as may be made in the Agreement pertaining to method and manner of performing the work with respect of quantities and qualities of materials, workmanship to be furnished under the contract.

Contract:

The "Contract" shall mean and include the following Documents:

- a) Notice of tender
- b) Instructions to tenderer
- c) General Terms and Conditions of Contract
- d) Technical Specification
- e) Contract Agreement
- f) Contractors' Tender Bids/Proposal including Clarification Letters
- g) Work Order
- h) Agreement

Commissioning:

The "Commissioning" shall mean the first authorised Operation of the Equipment / Installation after Completion of Erection, Testing, Initial Adjustments, and Statutory Approvals etc.

Weeks/Months:

Weeks and Months shall mean the Calendar Weeks and Months respectively.

Performance Test: The "Performance Test" shall mean all the tests as prescribed in the specification to be carried out by the contractor and procurement of requisite license from the statutory authorities before taking over the replaced lifts by the bank.

Final Acceptance:

The "Final Acceptance" shall mean the bank's written acceptance of the works performed under the contract after successful completion of Performance & Guarantee Test and Commissioning and licensed by competent authorities for general use of the lift.

1.4. Contractor to Inform Himself Fully

The contractor shall be deemed to have carefully examined the General Conditions, Specifications, Schedules and Drawings and also to have satisfied himself as to the nature and type of work to be executed and where necessary of the site conditions and other relevant matters and details. Any information thus had or otherwise obtained from the bank or the inspector shall not in any way relieve the contractor from his responsibility for supplying the plant and equipment or material and executing the work in terms of the specification including all details and incidental works and supply of all accessories or apparatus which may not have been specifically mentioned in the specification or drawings but otherwise necessary for ensuring complete erection and safe and sufficient working of the plant and equipment or installation.

1.5. Deviation

In case the tenderer wishes to deviate in any way from the General Conditions of Contract or the Technical Specifications, he should draw specific attention to such departure in his tender. All such deviations shall be clearly mentioned in the Deviation Sheet giving the Corresponding Reference Clause Number. Terms such as See Covering Letter or Tender Printed General Terms & Condition are not acceptable, unless such deviations are submitted with the tender, it will be understood and agreed that the tenderers proposal is based on strict conformance to bank's specification in all respects.

1.6. Price

- The unit rates quoted for Design, Engineering, Manufacturing, Supply at site, Storage, Handling, transporting, dismantling Installation, Testing and Commissioning shall be inclusive of GST, Royalties and all other Taxes applicable. The buyback value for existing dismantled materials shall be quoted separately.
- The prices are to be quoted on the lump-sum price based on item rates as indicated in the specification (ANNEXURE-I). **The tenderer shall quote firm prices for the complete scope of work.** The prices are to be quoted for the work complete in all respects in strict accordance with the specifications.
- Should the tenderer wish to propose alternatives the same should be clearly mentioned in the deviation. Any action on the part of the tenderer to revise the price/ prices/ and/ or to change the structure of price / prices at his own instance after opening of the tender may result in rejection of the tender.
- The tenderer shall ensure that all prices are filled in the price schedule both in words and figures. No over writing shall be allowed. The tenderer shall countersign all scoring and cancellation.
- All entry shall be in English language only. The price should be inclusive of all taxes, duties and transit insurance and FOR destination. Please note that this office will not issue any concessional form for Tax Waiver. The trust shall not issue any Waybill.
- When there is difference between a rate in figure and in words, the rates that correspond to the amount worked out by the bidder shall be taken as correct.
- When the bidder has not worked out the amount of an item or it does neither correspond with the rate written in figures not in words, then rate quoted by the bidder in words shall be taken as correct.
- When the rate quoted by the bidder in figures and in words tallies but the amount is not worked out correctly, the rate quoted by the bidder shall be taken as correct and not the amount.

1.7. Terms of Payment

All payments shall be progressive as per the material delivered and installed at site and will be made within 30 days from the date of receipt of the invoice by the bank after due verification. Therefore, works and payments for each lift shall be executed independent of each other. The

contractor shall enclose the bill of materials for each delivery of materials to site along with the invoice for payments.

The Payment milestones shall be as follows:

Milestone No.	Milestone Description
1	30 % of the Contract value as Advance against submission of a Bank guarantee for an equivalent amount valid for 6 months or receipt of materials at site whichever is later.
1	60 % of contract value of a lift on receipt of 100 % materials at site and submission of Security deposit for equivalent amount valid till completion of the project
3	10 % of contract value of a lift upon completion of Defect liability period of 12 months and satisfactory performance of the lift OR will be released against submission of a Bank Guarantee of equivalent amount valid for 12 months from a scheduled commercial bank in bank's prescribed format only.
4	Payment of AMC will be after the end of the period on half yearly basis.

1.8. Contract Price

The lump sum price quoted by the tenderer in his bid with additions and deletion as may be agreed before signing of the contract for the entire scope of the work viz. Supply, Erection of equipment and dismantling & buyback of existing equipment / materials concerned under the Specification and Documents shall be treated as the Contract Price.

1.9. Change of Quantity

The bank reserves the right to vary the quantities of items or groups of items to be ordered as specified in the accompanying Technical Specifications as may be necessary during the execution of the contract.

1.10. Taxes

- The contractor shall include GST and all applicable taxes, Duties, Royalty of whatever nature, Entry Tax, if any in the Quoted Price. Any variations in tax rates will be reimbursed against documentary proof only.
- Notwithstanding anything contained elsewhere in the contract the Bank shall deduct at source from the payment due to the contract, the taxes as required under Income Tax Act, 1961 or as amended from time to time, or any other statute. The trust shall pay the amount so deducted to the Income Tax Authorities as per the law. This is for the contractor to deal with the Tax Authority directly in respect to any claim or refund relating to the above tax trust shall not be liable or responsible for any type of payment for reimbursement in this regard.
- The supplier / contractor should furnish his valid GST Registration Number.

1.11. Liquidated Damage for Delay in Completion:

Time will be essence of the contract. If the contractor fails in the due performance of the contract to Supply / Erection / Testing / Commissioning the equipment within the time fixed by the bank or any extension thereof, he shall be liable at the discretion of the bank to liquidated damage amounting to 0.5% of the Contract Price per week or part thereof. The contractor's liability for delay shall not in any case exceed 5 % (Five Percent) on the incomplete portion of the total Contract Price. If the contractor shall fail to supply the equipment or any part thereof within a reasonable period after the expiry of the appointed time of extended time as may be provided for in the contract the provisions in clause "Negligence" shall become operative, in addition to the liability of Liquidated Damage as above.

1.12. Inspection and Tests

The trust shall Inspect, Examine and Test the equipment / material through its representative at the manufacture / suppliers works during or after the manufacture of goods prior to dispatch on receipt of a clear notice of minimum one week in advance to the reckoned from the date of receipt by the purchase. The supplier / contractor shall provide all facilities as may be required to carry out the tests in accordance with approved standards free of cost. Entire installation should be inspected by the Statutory Authorities before Handing Over.

1.13. Codes & Standards Requirements:

Following codes and standards (latest edition) should be followed for design, fabrication, testing etc as applicable.

IS: 14665: Part 1 - Guidelines for Outline dimensions of Passenger, Goods, Service & Hospital Lifts

IS: 14665: Part 2: Section 1 - Code of practice for Installation, operation and maintenance

IS: 14665: Part 3: Section 1 - Safety rules

IS: 14665: Part 5: Specification - Inspection manual

The installation and testing should be carried out as required by statutory bodies, codes and standards. All electrical equipment / works in connection with the elevators will meet the requirements of the provisions of Indian Electricity Act 1910 and Indian Electricity Rules.

1.14. Negligence

If the contractor neglects to execute the work with due diligence or contravene the provisions of the contract, the trust may give notice in writing to the contractor calling upon him to make good the failure, neglect or contravention complained of. Should the contractor fail to comply with such notice within a period, in the case of failure, neglect or contravention capable of being made good within that time or otherwise within such time as may in the opinion of the bank be reasonably necessary for making it good, then and in such case the bank shall have the option and be at liberty to take the work wholly or in part, out of the contractors hand and may carry on the work envisaged in the contract at a price with any other materials, tools, tackle or labour for the purpose of completing the works or part thereof. In such event the bank shall without being responsible to the contractor for fair wear and tear of the same be entitled to seize and take possession and have free use of all materials, tools tackle or other things which may be on the site, for use at any time in connection with the work to the exclusion of any right of the contractor over the same and the bank shall be entitled to apply and balance sum which may otherwise be then due on the contract by him to the contractor or such part thereof as may be necessary. If the cost of executing the work as aforesaid shall exceed the balance due to the contractor fails to make good the deficit, the said materials, tools, tackle, construction plant or other things, the property of the contractor as may not have been used up in the completion of the work, may be sold by the bank and the proceeds applied towards the payment of such sale. Any outstanding balance existing after crediting the proceeds of such sale shall be paid by the contractor on the certificate of the Engineer, but when all expenses, costs and charges incurred in the completion of the work are paid by the contractor, all such materials, tools, tackle, construction plant or other things not used up in the completion of the works and remaining unsold shall be removed by the contractor.

If the proceeds of the above sale of the contractor's materials, tools, tackle, construction etc. are insufficient to cover executing the aforesaid work, the balance remaining after crediting the proceeds of such sale shall be recoverable from the contractor by encasing the bank Guarantee available/ any other money payable by bank or by action of law.

Notwithstanding anything contained above, the trust may determine the contract due to any breach of failure of the contract, without notice before determining the contract as above, if in the opinion of the trust, the default or defaults committed by the contractor is / are curable and can be cured by the contractor if an opportunity is given to him, then the trust may issue a notice in writing upon the contractor to cure the default within such time as may be due in the event of termination, the security deposit will be forfeited without reference to the contractor and if no

amount is available towards security deposit, an identical amount is recoverable from the contractor.

1.15. Power to Vary or Omit Work

No alternation, amendments, omissions, additions or variations of the work herein after referred to as variations, under the contract shall be made by the contract except as directed in writing by the trust, but the trust shall have full power, subject to the provision hereinafter contained from time to time during the execution of the contract by notice in writing, to instruct the contractor shall carry out such variations and be bound by the same conditions as far as applicable, as through the said clarifications occurred in the contract, if any suggested variations would, in the opinion of the contractor, if carried out, percent him from fulfilling any of his obligations or guarantees under the contract, he shall notify the trust thereof within 10 days in writing and the trust conforms his instructions, the contractor's obligations and guarantees shall be modified to such as extent as may be justified. In the absence of any such notification, the contractor shall be bound to carry out the suggested variations without any additional financial implication to trust and it will amount to an absolute waiver of any claim whatsoever.

1.16. Settlement of Dispute

Except as otherwise specifically provided in the contract all dispute concerning questions of facts arising under the contract shall be mutually decided by the trust and the contractor.

1.17. Termination of Contract

Notwithstanding anything contained elsewhere in this contract, if at any time during the terms of this contract, the plans of trust change for any reason, the trust shall have the right to terminate the contractor by notice to the contractor by a registered letter. In respect of such changes the materials those are complete as ready for transportation within 30 (Thirty) Days after such notice, trust agrees to accept delivery thereof at the contract price and terms. In the case of the reminder of the undelivered materials, the trust may elect

- To have any part thereof complete and take delivery thereof at the Contract Price and
- To cancel the reside (if any) and pay to the contractor a prorated amount of the contract price based upon the state of completion to be certified by him.

The contractor shall deliver all such materials in process of manufacture to the trust and shall return to the bank any funds remaining to the trust's credit. The trust shall not make any payment for any material not yet in process of manufacture on the date of notice of cancellation is received.

1.18. Deductions from Contract Price

All costs, damages or expenses which the trust may have paid, for which under the contract the contractor is liable, may be deducted by the trust from any money due or becoming due by him to the contractor under the contract, or may be recovered by action of law or otherwise from the contract. Further all legal and statutory deductions will be made and the contractor is not entitled to any reimbursement or claim whatsoever other than only a tax deduction certificate.

In the event of recovery to the necessary extent becoming impossible owing to insufficiency of the performance bond and withheld amounts, the balance due to the purchase, may be recovered in any way the trust may deem fit.

1.19. Security Deposit

The successful Tenderer shall be required to submit Security Deposit in favour of " " for faithful execution of the contract at the rate of **5 % (Five Percent)** of the Contract Value. The EMD value so deposited during tendering process shall be converted to become part of the Security Deposit and balance amount of the deposit shall be in the form of Bank Guarantee from any Nationalized Bank operable at its branch at Mumbai only valid up to One Month after the completion of contract period. In the event of default on the part of the contractor in the faithful execution of contract the security deposit shall be forfeited by an order of the trust. The forfeited amount of security deposit shall be without prejudice to any other rights arising or accruing to the trust under relevant provision of contract link L.D, Negligence, termination etc.

At completion of replacement and handover of the lift to the trust, the Contractor shall reduce the bank guarantee value by bringing it down to 10% of the Annual Maintenance Contract (AMC) value for a given year and shall renew the same from time to time so as to cover the entire AMC period of 5 years. Such renewals shall be verified before the trust releases the AMC value each year.

1.20. Extension of Time

The application for extension of time is to be given to the trust. Though time will be essence of the contract and Contractor shall make sincere efforts to complete the work timely, the trust may grant the extension of time after considering the due merits of the situation. Whenever the trust grants extension of time the same shall be on the existing terms and conditions of the contract and without financial liability to the trust. The contractor in any case shall have no claim whatsoever for any of compensation on account of any delay attributable to anyone.

1.21. Erection of the Materials

The contractor shall be responsible for complete installation of the equipment materials required under the scope of contract. The contractor shall provide all equipment, tools, scaffolding and minor civil works required for safe transportation and erection and dismantle work. All the materials and/ or equipment after receipt at site shall be checked and verified against shipping documents and all claims against loss or damage in transit shall be intimated to the trust. All insurance charges such as transit insurance, storage insurance and handling insurance charges shall be borne by the contractor. The materials and / or equipment shall remain under the custody of the contractor until the trust takes up the installation as a whole after completion of the work. The contractor shall take adequate steps to ensure safety of such materials and/ or equipment. Necessary stores receipt certificates shall be issued to the trust after the stores are checked and certified. No materials and/ or equipment pertaining to the contract shall be removed from site without the consent in writing of the trust. The contractor shall be responsible for obtaining the correct reference lines for purchases of fixing the alignment of various equipment and / or materials.

1.22. Regulation of Local Authorities and Status

The contractor shall comply with the rules and regulations of local authorities during the performance of his field activities. He shall also comply with the Minimum Wages Act, 1948 and the payment made there under in respect of any employee of workmen employed or engaged by his sub-contractor. The contractor at their cost shall get the entire installation inspected and cleared by the Electrical Inspector, Government of Maharashtra / appropriate authority before commissioning.

1.23. Taking Over

Upon successful completion of all the tests to be performed at site on equipment and / or materials, (including receipt of statutory license for general usage of the lift) and systems supplied and erected by the contractor the trust shall issue to the contractor a taking over certificate as a proof of the final acceptance of the equipment system. Such certificate shall not relieve the contract of any of his obligation which otherwise survive by terms and condition of the contract issuance of such certificate.

1.24. Trust's Decision

In respect of all materials, which are left to the decision of the trust, the trust shall if required to do so by the contractor, give in writing a decision thereon to the contract. All decisions of the trust shall be binding on the contractor.

1.25. Acceptance Letter

Within one month of the completion of work in all respects for each lift, the contractor shall be furnished with an Acceptance letter by the trust of such completion but no acceptance letter shall

be given nor shall the work be deemed to have been executed until all scaffolding, surplus materials and rubbish are cleared off the site completely.

If the contractor fails to comply with the requirement of this clause on or before the date fixed for the completion of the work, the trust may at the expense of the contract remove such scaffolding, surplus materials and rubbish and dispose of the same as the things fit and clean off such dirt as aforesaid, and the contractor shall forth will pay the amount of all expenses so incurred and shall have no claim in respect of any such scaffolding or surplus materials as aforesaid except for any sum actually realized by the sale thereof.

Miscellaneous:

1.26. Entire Agreement

These General Conditions together with the specifications, tender technical particulars, tender data with subsequent agreed modification thereof shall constitute the entire Agreement between the parties in respect of the subject matter thereof. No variation or modification of the contract of modification of the contract of waiver of any of the terms and conditions thereof shall be deemed valid unless in writing and signed by the parties hereto. General Conditions of Contract, the tender specification and other contract/tender documents are to be taken as mutually explanatory to one another. However, in case of conflict between these documents, the technical specification, special conditions of the contract and general condition of the contract shall have precedence in that order.

1.27. Endorsement of Terms

The failure of either party to endorse at any time of the provisions of the contract of any rights in respect there to or to exercise an option herein provided shall in no way be construed to be a waiver of such provisions, rights of options or in any way to affect the validity of the contractor. The exercise by either party of any of his herein shall not preclude of prejudice either party from exercising the same of any other it may have hereunder.

1.28. Recovery of Damage

Nothing contained in the conditions or in any other part of this contract, in case of any damage, it shall be construed as the trust preventing the contractor from committing the damage and the trust shall be entitled to recover the amount required for the repair/ replacement/ rectification of the damage as a consequence of the breach of any of the terms of the contract by the contractor.

1.29. Completeness of Equipment / Installation

The equipment / installation shall be complete in every respect with all mountings fixtures and standard accessories which are normally even though not specifically detailed in the specification. The contractor shall be eligible for any extra payment in respect of such mounting, fittings and fixtures and accessories which are needed for safe operation of the equipment / installations as required by applicable codes though they may not have been included in the contract. The various equipment and / or materials supplied this contract shall be subject to the trust's approval.

1.30. Time Schedule

Time is the essence of the contract & the contractor shall be responsible for performance of his works in accordance with the specified construction schedule. The offer should clearly indicate monthly/quarterly schedule of deliveries, date of commencement and completion of supply, erection, testing and commissioning against that indicated in the Notice of Tender. If any time the contractor failing behind schedule he shall take necessary action to make good for such delays by increasing his work to comply with the schedule and shall communicate such actions in writing to the bank satisfying that the action will compensate delay. The trust shall however not be responsible for provision of additional labour and/or materials or supply of any other services to the contractor except for the co-ordination of works. The entire scope of work of replacement of lifts shall be completed **within 24 weeks from** the date of issue of work order or go ahead given by trust for the lift.

1.31. Safety Regulations

Without prejudice to the general obligations under the statutes the contractor shall ensure the safety of all the workmen, materials and equipment either belonging to him or to others working at site. Contractor will arrange at their cost, the insurance cover for loss of the property, loss of life and third party liability under Contractor's All Risk (CAR) insurance policy with a risk cover equivalent to cost of modernization of the lift.

1.32. Subletting of Contract

The contractor shall not without the consent in writing of the trust, which shall not be unreasonably withhold, assign or sublet his contract of any substantial part thereof other than for raw materials, for minor details, or for any part of the works of which the markers are named in the contract, provided that any such consent shall not relieve the contractor from any obligation, duty or responsibility under the contract. For components /equipment procured for the purpose of the contract, the contractor's purchase specifications and inquiries shall call for quality plans and manuals to be submitted by the suppliers along with their proposals.

1.33. Force Majeure

Any delays in or failure of the performance of either parties thereof shall not constitute default here or give rise to any claims for damages, if any, to the extent such delays or failure of performance caused by occurrences such as acts of God or the public enemy, expropriation or confiscation of facilities by Government authority, compliance with any order or request of any Government authorities, act of war, rebellion, sabotage, fire, floods explosions, riots or illegal strikes, provided always that such occurrences result in impossibility or performances of the contract. Only events of force majeure, which impedes the execution of the contract at the time of its occurrence, shall be taken into cognizance.

1.34. Language and Measurement System

All documents pertaining to the contract including specifications schedules, notices, correspondence operating and maintenance instructions drawings or any other writing shall be in English Language. All measurements, location marking and drawings shall be in Metric Units.

1.35. Materials and Workmanship:

All materials used in the manufacture of these equipment shall be selected from the best available for the purpose, considering strength, durability, and best engineering practice. Liberal factors of safety shall be used throughout the design and especially in the design of all parts subject to alternation stresses or shocks. All the work shall be performed and completed in a thorough workmanship like manner and shall follow the best modern practice in the manufacture of high-grade equipment notwithstanding any omissions in the specification. Castings shall be free blow holes, flaws, cracks of other defects and shall be smooth, close grained and of true forms and dimensions. No plugged or filled up holes or other defects will ordinarily be allowed. Such castings are liable to be rejected.

However, the contractor may rectify minor casting defects by welding or other method in accordance with the standard manufacturing practice provided such rectification does not affect the strength of the casting or impair the efficient working of the plant and proper approval of the trust is obtained for the same.

1.36. Modification Prior to the Date of Tender Opening

The trust reserves the right to revise or amend the tender specifications prior to the date notified for opening of the tender and also the right to postpone the date for opening of tender without assigning any reason, whatsoever.

1.37. Clarification Desired by the Tenderer

- The tenderer, before submission of the tender, should seek for any clarification with regard to the specifications. No correspondence on this account will be entertained once the tenderer has submitted the tender.

- The contractor will be responsible for any loss theft, destruction, and deterioration of quality of any materials when it is in the storage under the custody of the contractor. The trust reserves the right to inspect the materials under the custody of the contractor from time to time. The contractor will indemnify the trust for any loss arising due to any reason whatsoever of the materials during storage under the custody of the contractor.
- The contractor will make good of the loss at his own cost and arrangement without waiting for settlement of claim from insurance of any other Agencies.

1.38. Consignee

The Trustees, or any such person authorised by the Trust shall be the Consignee.

1.39. Jurisdiction of Court:

Dispute / Litigation if any, arising out of this contract deemed to have been entered into at Mumbai shall be under the jurisdiction of Ahmedabad High Court.

CHAPTER -4
PROFORMA FOR PRICE SCHEDULE
(Enclose with Commercial Bid)

Tender for Supply, Installation Testing and Commissioning of 1 no. passenger elevator including Electrical & related civil works, Comprehensive Maintenance, Dismantling and buyback of existing elevator at the Administrative Building of the Trust

Date of opening..... TimeHrs. We _____ hereby certify that we are established manufacturers/authorized representatives of M/s _____ with factories at _____ which are fitted with modern equipment and where production methods, quality control and testing of all materials manufactured or used by us are open to inspection by the representative of the purchaser. We hereby offer to supply the following items at the prices indicated below:

It is hereby certified that we have understood all the terms and conditions specified in the tender document and are thoroughly aware of the nature of job required to be done and stores/items to be supplied. We agree to abide by all the tender terms and conditions.

We hereby offer to carry out the job and (or) supply the stores/items detailed above or such portion(s) thereof as you specify in the notification of award.

A Standard EXCEL Sheet of Price Schedule format has been provided with the tender document to be filled by all the bidders. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. Bidders are required to download the EXCEL Sheet of Price Schedule file, open it and complete the while coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the Standard EXCEL Sheet of Price Schedule format file is found to be modified by the bidder, the bid will be rejected.

(Signature and seal of Bidder)

Dated: -----

CHAPTER - 5
OTHER STANDARD FORMS

BIDDER PARTICULARS
(Enclose with Technical Bid)

1. Name of the Bidder :

2. Address of the Bidder :

3. Name of the Manufacturer(s) :

4. Address of the Manufacturer :

5. Name & address of the person :
to whom all references shall be
made regarding this tender
enquiry.

Telephone :

Fax :

e-mail :

Witness:

Signature

Name

Address

Date

Signature

Name

Designation

Company Seal

Chapter- 6
TENDER ACCEPTANCE LETTER
(To be given on Company Letter Head)
(Enclose with Technical Bid)

Date: _____

To,
The Executive Officer
Shree Siddhivinayak Ganapati Temple Trust,
Prabhadevi, Mumbai 400028.

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No: _____

Name of Tender / Work: -

Tender for Supply, Installation Testing and Commissioning of 1 no. passenger elevator including Electrical & related civil works, Comprehensive Maintenance, Dismantling and buyback of existing elevator at the Administrative Building of the Trust

Dear Sir,

1. I/ We have downloaded / obtained the tender document(s) for the above mentioned " Tender / Work " from the web site(s) namely:

_____ as per your advertisement, given in the above mentioned website(s).

2. I/We hereby certify that I / we have read the entire terms and conditions of the tender documents from Page No. _____ to _____ (including all documents like annexure(s), schedule(s), etc), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.

3. The corrigendum(s) issued from time to time by your department/organization too have also been taken into consideration, while submitting this acceptance letter.

4. I/We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirety.

5. In case any provisions of this tender are found violated , then your department/ organization shall without prejudice to any other right or remedy be at liberty to reject this tender/bid including the forfeiture of the full said earnest money deposit absolutely.

Yours
Faithfully,
(Signature of the Bidder,
With Official Seal)

CHAPTER -7
BANK GUARANTEE PROFORMA

1. In consideration for the Shree Siddhivinayak Ganapati Temple Trust (prabhadevi) Mumbai. 400 018 (hereinafter called the TRUST) having agreed to exempt
(Hereinafter called "the said contractor(s)" from the demand, under the terms and conditions of an Agreement dated made between.....
AndOf **EMD/Performance** Security for the due fulfillment
Of the said contractor(s) of the terms and conditions contained in the said Agreement, on
Production of Bank Guarantee for Rs..... (Rupees.....)
(Indicated the name of the bank) at the request of Contractor do hereby undertake to pay to the TRUST an amount not exceeding Rs. Against any loss or damage caused to or suffered would be caused to or suffered by the TRUST by reason of any breach of the said Contractor(s) of any of the terms Or conditions contained in the said agreement.

2. We do hereby undertake to pay the amount due and payable under this Guarantee without any demur, merely or a demand from the TRUST stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the TRUST by reason of breach by the said contractor(s) of any of the terms or conditions contained in the said agreement or by reason of the contractor(s) failure to perform the said agreement.. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs.....

3. We undertake to pay the TRUST any money so demanded notwithstanding any dispute or disputes raised by the contractor(s)/supplier(s) in any suit or proceeding pending before any Court or Tribunal relating there to liability under this present being absolute and unequivocal.

The payment so made by us under this Bond shall be a valid discharge of our liability for payment there under and the contractor(s)/supplier(s) shall have no claim against us for making such payment.

4. We, Further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the **performance of the said Agreement/ validity of the offer** and that it shall continue to be enforceable till all the dues of the TRUST under or by virtue of the said Agreement have been fully paid and its claim satisfied or discharged or till that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this Guarantee. Unless a demand or claim under this Guarantee is made on us in writing on or before the Guarantee thereafter.

5. We further agree with the TRUST that the TRUST shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the TRUST against the said contractor(s) and the forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said contractor(s) or for any forbearance, act or omission of the part of the TRUST or any indulgence by the TRUST to the said contractors or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. Not with standing anything contained herein above our liability under the guarantee is restricted to Rs.a.....
And shall remain in force until Unless acclain or suit under this guarantee is filled with us on
before..... ALL OUR RIGHTS UNDER THE GUARANTEE SHALL BE FORFEITED and Bank
shall be relieved and discharged from all liabilities therein.
7. This Guarantee will not be discharged due to the change in the constitution of the Bank or the
Contractor(s)/supplier(s).
8. We Lastly undertake not to revoke this Guarantee during its currency except with the previous
consent of the TRUST in writing.

Dated the date of2022

For

(Indicate the name of bank)

Signature

Name of the Officer

(In block capitals)

Designation of

Code no.

Name of the Bank & Branch.....

[To be counter signed by the branch bank of the indenter]

CHAPTER -8
Tender for works

1. I/We hereby tender for the execution for the Shree Siddhivinayak Ganapati Temple Trust (Prabhadevi) Mumbai 400 028 of the works specified in the underwritten memorandum within the time specified in such memorandum at (Rs. _____)(In Words Rs. _____) the estimated rated entered in Schedule B Specification showing items of work to be carried out & in accordance in all respects with the specifications, additional specifications, designs, drawings & instructions in writing referred to the annexed conditions of the contract.

MEMORANDUM

General Description: Supply, Installation, Testing and Commissioning of 1 no. passenger elevator including related Electrical and Civil works, dismantling and Comprehensive Maintenance of lift at Admin Building Shree Siddhivinayak Ganapati Temple Trust (Prabhadevi) Mumbai 400 028

- (a) Earnest Money Rs. 50,000 /-
(b) Performance Guarantee: 5% of Value of the contract.

Time allowed for the work from the date of written ordered to Completion: on or **31st May 2023** by 11.00 am

2. I / We agree that the offer shall remain open for acceptance for a minimum period of 90 days from the date fixed for opening the same thereafter until it is withdrawn by me/us by notice in writing duly addressed to the authority opening the tender & sent by registered post AD or otherwise delivered at the office of such authority. "DD/ Pay order/ FDR no. and Date in respect of sum of Rs. 50,000/- (Rupees Fifty Thousand Only) representing the earnest money is herewith forwarded. The amount of earnest money shall not bear interest & shall be liable to be forfeited to the Trust should I/We fail to (i) abide by the stipulation to keep the offer open for the period mentioned above or (ii) sign & complete the contract documents as required by the Trust & furnish the security deposit as specified in item (d) of the memorandum contained in paragraph (i) above within the time limit laid down in clause (i) of the annexed General Condition of Contract. The amount of earnest money may be adjusted towards the security deposit or refunded to me/us if so desired by me/us in writing, unless the same or any part thereof has been forfeited as aforesaid.
3. I/We have secured exemption from payment of earnest money after executing the necessary bond in favour of the Trust, a true copy of which is enclosed herewith should any occasion for forfeiture of earnest money for this work arise due to failure on my/our part to (i) abide by the stipulation to keep the offer open for the period mentioned above or (ii) sign & complete the contract documents & furnish to security deposit as specified in item (d) of the Memorandum contained in paragraph (i) above within the time limit laid down in clause (1) of the annexed General conditions of contract the amount deposited lump sum for securing exemption in so far as the same may extend in terms of the said bond & in the event of the deficiency out of any other moneys which are due or payable to

me/us by the Trust under any other contract or transaction for any nature whatsoever or otherwise.

4. Should this tender be accepted I/We hereby agree to abide by & fulfill all the terms & provisions of the conditions of contract annexed hereto so far as applicable & in default thereof to forfeit & pay to Trust the sums of money mentioned in the said conditions.

Pay order/DD/FDR Receipt No. _____ dated _____ from the Nationalized/scheduled Bank in respect of the sum of Rs. _____/- (Rupees _____) is herewith forwarded representing the earnest money the full value of which is to be absolutely forfeited to the Trust should I/We not deposit the full amount of security deposit specified in the above memorandum in accordance with said conditions, otherwise they said sum of Rs. _____ (Rupees _____ only) shall be refunded.

Contractor/ Decorator

Signature of contractor

Before submission of

Tender

Address:

Dated theday of2023.

(Witness)

Signature of Witness

To contractor's Signature

Address:

(Occupation)

The Above tender is hereby accepted by me for and on behalf of the SHREE SIDDHIVINAYAK GANAPATI TEMPLE TRUST (PRABHADEVI) MUMBAI. 400 028

Dated theday of 2023

Executive Officer,

**Shree Siddhivinayak Ganapati
Temple Trust (Prabhadevi) Mumbai.**

Chapter 9

DECLARATION OF THE CONTRACTOR

I/ We hereby declare that I/we have made myself/ourselves thoroughly conversant with the local conditions regarding all materials and labour on which I/we have based my/our rates for this tender. The specifications and leads on this work have been carefully studied and understood before submitted this tender. I/we undertake to use only the best materials approved by the Shree Siddhivinayak Ganapati Temple Trust, (Prabhadevi) Mumbai. 400 028. On his duly authorized assistant during execution of the work and to abide by this decisions.

Signature of Contractor/ Decorator