



शुद्धिपत्र/ Corrigendum No.4

Please refer to SIDBI's Tender Ref. no. **314/2022/1624/HO1/Premises** dated April 19th, 2021 **"NOTICE INVITING TENDER FOR SUPPLY, INSTALLATION, TESTING, COMMISSIONING TRAINING AND MAINTENANCE OF THREE NOS. ELEVATORS BY DISMANTLING AND UNDER BUYBACK OF EXISTING OLD THREE NOS ELEVATORS AT SIDBI TOWER, 15 ASHOK MARG, LUCKNOW"**

The following changes have been made in the Terms and Condition of the Tender through this Corrigendum post receipt of queries from elevator companies

Page no.	Description as per Tender	Query Raised	Response by SIDBI
Page no. 7, Point no. 1 (c)	Have a minimum average yearly turnover of ` 500 crores during last 4 years (i.e. Fy 2015-16, 2016-17, 2017-18, 2018-19)	We request you to re-consider the turnover conditions with reference to CPWD eligibility criteria and issue suitable corrigendum.	No change
Page no. 8, Sr.no. 3 Terms of payment of commercial conditions Acceptance check list	(a)55% of the quoted rate pro-rata against delivery of materials after checking at site (b)10% each (Total 30%) on installation and commissioning, after checking /verification testing, training at site of 1 st , 2 nd and 3 rd elevators. The payment shall be made progressively after the completion of works of each elevator complete. (c) 10% after obtaining of license from Elevator Inspector/ Electrical department and as applicable.	75% on Material delivery at site of total contract value 15% on installation of total contract value 10% against commission & Hand over prorata basis	(a)75% of the quoted rate against delivery of materials after checking at site (b)10% of the quoted rates on installation of 1 st , 2 nd and 3 rd elevators. The payment shall be made progressively on pro rata basis after the completion of works of each elevator complete. (c) 5% of the quoted rates on commissioning and after checking /verification testing, training at site of 1 st , 2 nd and 3 rd elevators. The payment shall be made

	(c) 5% of the quoted rate after one year of warranty period retained as Security Deposit (SD) for Defect Liability Period (DLP). SD may also be released against submission of Performance Bank Guarantee in format as given in Annexure IV.		progressively on pro rata basis after the completion of works of each elevator complete. (d) 5% after obtaining of license from Elevator Inspector/ Electrical department and as applicable. (e) 5% of the quoted rate after one year of warranty period retained as Security Deposit (SD) for Defect Liability Period (DLP). SD may also be released against submission of Performance Bank Guarantee in format as given in Annexure IV.
Special Conditions of Contract, page no. 43, point no. 5.7	Obtaining statutory approvals shall be in the scope of the Lift contractor. All expenditure in this regard shall be reimbursed by SIDBI on production of valid receipts on completion of work.	You (SIDBI) shall exclusively be responsible for procuring permits/licenses from Statutory/Regulatory Authorities, including but not limited to Lift Inspectorate/ SIDBI Office and pay all necessary fees for such licenses/ permits and inspection fees. Otis may however at your request provide necessary support towards technical documentation and respond to and clarify technical queries as may be raised by the statutory authorities	No change.
Page no. 18 Car Enclosures Enclosure Finish	Alarm System: An emergency alarm buzzer, including wiring shall be provided and connected to a plainly marked push button in the car operating panel. The alarm bell shall be located at ground floor and easily audible within the radius of 15 meters. The alarm unit shall be solid-state siren type, to give a waxing and waning siren	Intercom & Alarm: - Otis will provide 3way connection and interface during installation. SIDBI will provide necessary wiring for UPBEX or extra connection.	Necessary wiring shall be provided by the Bank. All other condition shall remain same.

	when the alarm button in the car is pressed momentarily. Three-way Built-in Press and speak type with 1 Master and 2 slave units in Car Machine room and Security room. Additionally, wiring provision for connecting Building EPABX with car phone with Rechargeable batteries.		
Page no. 8, Sr.no. 2 Terms of payment of commercial conditions Acceptance check list	EMD amount INR 70,000/-	TKE shall submit/deposit EMD amount in form of the Bank Guarantee, Bank Guarantee from Scheduled Commercial Private Bank.	Bank Guarantee in lieu of DD shall be accepted as per the format given in Annexure-VI (a)
Page no. 50, Sr.no. 8, of General Conditions of Contract	All taxes and duties shall be paid by contractor. Variation in taxes, if any, shall not be paid / recovered during the period of contract.	Variation of Taxes in SIDBI Scope	Only revision in GST shall be considered from time to time till the final bill of the contractor.
-	-	Limitation of Liability: The aggregate total liability of the Contractor to Customer/Employer under the Contract shall not exceed the total Contract Price. Neither Party shall be liable to the other Party for any kind of indirect or consequential loss or damage including, loss of use, loss of profit, loss of production or business interruption which is connected with any claim arising under the Contract.	Clause added and detailed below.
Page no. 8, Sr.no. 3 Terms of payment of commercial conditions Acceptance check list	(a)55% of the quoted rate pro-rata against delivery of materials after checking at site (b)10% each (Total 30%) on installation and commissioning, after checking /verification testing, training at site of 1 st , 2 nd and 3 rd elevators. The payment	Please propose suitable payment terms Payments to be made on prorata basis. At any point of time during contract period, Contractor or the subcontractor will not provide more than 10% BG of installation portion during the contract. All bills including	Payment terms has been revised as stated above. However, obtaining of Lift License/ Safety certificate is in the Scope of the contractor.

	<p>shall be made progressively after the completion of works of each elevator complete.</p> <p>(c) 10% after obtaining of license from Elevator Inspector/ Electrical department and as applicable.</p> <p>(c) 5% of the quoted rate after one year of warranty period retained as Security Deposit (SD) for Defect Liability Period (DLP). SD may also be released against submission of Performance Bank Guarantee in format as given in Annexure IV.</p>	<p>final bill to be paid within 15 days of receipt of invoice. The Contractor shall be entitled to charge interest @ 12% per annum on all overdue invoices lying unpaid for more than 30 days from its date Payment cannot be linked to receipt of statutory license as it is in SIDBI's scope. Any deduction/ withholding to be mutually agreed between the parties in writing.</p> <p>In case 2% ABG is to be provided, please cap the validity of the same till delivery of materials on site.</p>	
Page no. 9, S.no. 8 of Commercial Conditions – Acceptance check list	<p>Liquidated damage for delay in supply / installation 0.5% per week of the contract value (excluding AMC charges) subject to maximum 7.5% of contract value (excl CAMC).</p>	<p>Please propose LD instead to be capped as following: "LD of 0.25% of the Contract value for unfinished portion of installation work per week of delay or part thereof and limited to a maximum of 2.5% of the Contract value for unfinished portion of installation work shall be levied and it shall represent the sole remedy for delay, no other penalty on milestone completion can be levied. Before imposition of LD, the Contractor shall be provided with a written notice 15 days to remedy the breach within 15 days receipt of the same.</p>	No Change
Page no. 27 and 46	Warranty	<p>Please replace the word 'guarantee' with 'warranty.'</p> <p>For sake of clarity, please note that every unit in a contract of multiple units will be considered as individual</p>	Defect Liability Period (DLP) shall be considered for individual units post succesful handing over of each elevator by the contractor as per the terms and conditions of the

		<p>equipment. The completion of works, taking over by the SIDBI and commencement of Defect Liability Period/ Warranty or receipt of any certificate or final payment for each unit will not be linked to any other unit of the group or of the Contract. The Contractor shall be entitled to demand payment and commence. Completion/ DLP cannot be linked with housekeeping activities. Defect Liability Period as when each unit is physically complete. Please note that DLP shall commence from the date of intimation of completion of the individual unit for a period as agreed between the parties mutually. No DLP of DLP can be agreed upon and no risk purchase can be agreed. All defective work shall be rectified free of cost only during the DLP period. No latent defect can be agreed to be covered under DLP. Please note that no risk purchase can be agreed upon.</p> <p>An uptime guarantee of 95% can be provided,</p>	<p>tender. All other conditions shall remain unchanged.</p>
Page no. 31, 44	Test to be carried out by the Vendors, if asked by SIDBI	<p>All testing will be as per the Contractor's SIAS Test and any other testing will be at the cost of SIDBI only. In case inspection or testing of the equipment are to be done at Schindler's factory, all the cost and expense, including those for traveling, boarding etc. for the SIDBI's personnel</p>	<p>If Bank's Official(s) visits testing site of the contractor, expenses pertaining to travel, stay, boarding etc. shall be borne by the Bank for its Official(s). However, all tests to be conducted as stipulated in the tender document and the</p>

		shall be borne by the SIDBI. Samples shall be limited with respect to finishes and Small items like LOP etc. Inspection/testing and approvals for all materials in the equipment shall not be practically possible. All tests can be done only upon receipt of written notice of 7 days by the SIDBI mentioning its intention to conduct the test.	contractor shall provide test certificates for the same.
Page no. 50, Sr.no. 8, of General Conditions of Contract	All taxes and duties shall be paid by contractor. Variation in taxes, if any, shall not be paid / recovered during the period of contract.	Please add: 'Any increase in present applicable taxation duties, levies or introduction of additional taxation, duties, levies shall be borne by the SIDBI as mentioned in the invoice amount.	GST revisions as per statutory norms may be in SIDBI's scope.
Page no. 45, Sr.no. 5.7 of Special Conditions of Contract	<p>Statutory approval</p> <ol style="list-style-type: none"> 1. Obtaining approval from Elevator inspector and NOC or other authorities as applicable for satisfactory installation of the elevator system as also for clearance to put the elevator into regular use. 2. Obtaining any other statutory permission/clearance/approval from concerned authority as required. 3. Pay any licensing fee/submission fee/inspection fee payable to statutory authorities for obtaining above approvals. 4. All actual fees payable in this regard will be reimbursed 	It is submitted that all statutory permissions for starting / executing, completing not limited to port clearance/ custom duty and handing over the works from various authorities including PWD shall be obtained by the SIDBI. Fees or any other payment required to be paid, for concerned liaison for getting above work done shall be paid directly by the SIDBI. The Contractor will coordinate for inspections required as per statutory requirements as applicable on the date of this Contract.	No Change. Bidders are advised to include all the expenses suitably while quoting the rates in the price bid.

	against receipt / documentary proof on completion of work.		
Page no. 50, Sr.no. 1, of General Conditions of Contract	The item rates agreed at the time of acceptance of tender will remain valid throughout currency of contract and fluctuations in the prices of any material, equipment, labour, taxes, duties etc, will neither be considered at any stage during currency of contract nor be compensated.	Please note: 'Post Award of the Contract, the rates quoted by the Contractor shall be fixed until _____ (Price Validity). In case of variation in price for reasons of variation in scope of work or delays beyond the specified period, for reasons other than those attributable to the Contractor there shall be variation in prices quoted and the same shall be paid by the SIDBI to the Contractor.'	No Change
Page no. 50, Sr.no. 16(f), Execution of Work of General Conditions of Contract	If the performance of the successful tenderer is found to be unsatisfactory, the employer reserves the right to cancel in part or whole of the contract and get the works executed through alternative means at the entire risk and cost of the tenderer on whom the order was first placed by giving 7 days' notice. In such cases, the tenderer should make good all losses that the employer may incur due to this.	Please note: 'Termination for Breach - In case of any delay, before terminating the Contract, the Contractor shall be provided with a written notice of 15 days to remedy the breach within 15 days of receipt of the same. Upon termination for breach in services by the Contractor, the SIDBI shall be liable to pay, an amount mutually agreed between the parties on the basis of (i) materials reasonably ordered/mobilized or initiated by Contractor for the Project and/or (ii) the Services commenced or delivered by Contractor. Termination for Convenience - In the event of cancellation or termination of the Contract by the SIDBI for convenience, the Contractor will be charging from the SIDBI as follows: 15%	No Change

		of the Contract Value plus all applicable taxes before approval of drawings, 30% of the Contract Value plus all applicable taxes after approval of drawings, 60% of the Contract Value plus all applicable taxes after the Contractor's intimation of material ready at warehouse, 90% of the Contract Value plus all applicable taxes after the material is dispatched but not installed, 100% of the Contract Value plus all applicable taxes if installation has started'	
Page no. 50, Sr.no. 16(l), Execution of Work of General Conditions of Contract	Time shall be considered as essence of the contract. The Bank reserves the right to terminate the contract if the contractor fails to execute the job within the specified period.	Time cannot be considered essence of the contract as pre-estimated damages are being levied. The work shall be completed as per the schedule agreed between both the parties.	No Change
-	-	Please add: 'In case of suspension of services for reasons other than those solely attributable to the Contractor, 5% of total Contract Value per elevator will be charged additional over the Contract Value as remobilization charges by the Contractor.'	No Change
-	-	Please add: 'The Contractor shall indemnify only for gross its negligence and wilful misconduct solely attributable to it. All liabilities of the Contractor shall cease at the end of the warranty period. The Contractor shall under no circumstances be liable for any loss of use or production, loss of profit, interest or revenues, loss of data or for any indirect or	No Change

		consequential damages or losses. Notwithstanding anything contained herein or elsewhere, the maximum liability of the Contractor under or in connection with the Contract shall in no event be higher than 50% of the Contract price actually received by the Contractor. All liabilities shall cease in case the work is terminated/ completed by third party.'	
-	-	Please add: 'The Contractor shall not be liable for failure, non-performance or delays in supply or services resulting directly or indirectly from causes beyond its reasonable control, such as, Acts of God, epidemic, pandemic, war, act of terrorism, nuclear risks, riots, strike, political unrest, acts of government, its agencies or officers, raw material shortage, labour shortage or any other legitimate cause beyond the reasonable control of the Contractor.'	Force Majeure clause added and detailed below.
-	-	Please add: 'All dispute arising out of this project shall be referred to arbitration. If the parties are unable to resolve the dispute amicably within 15 days of service of the written notice (or such longer period as the parties may mutually agree), then the dispute shall be finally resolved by arbitration as per the provisions of Arbitration and Conciliation Act, 1996 by a sole arbitrator to be appointed by both the Parties. The language shall be English, and venue of Arbitration shall be Mumbai. Notwithstanding anything contained herein or elsewhere	Arbitration clause added and detailed below.

		Contractor shall be paid for all works performed during the pendency of proceedings. Undisputed matters shall only be carried by Contractor.'	
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All other terms and conditions shall remain same as mentioned in our tender Tender No. **314/2022/1624/HO1/Premises** dated April 19th, 2021.

Kindly keep on checking our website www.sidbi.in regularly to get latest updates regarding this tender notice.

Bank reserves the right to change the dates, timings mentioned above or elsewhere mentioned in the tender, which will be communicated by placing the same as corrigendum under Tender section on Bank's website.

General Conditions of Contract:

21. Limitations of Liability:

a. Save and except as provided in "Terms of Payment" herein, neither Party shall be liable to the other for any lost revenue, lost profits or other incidental or consequential damages based on any breach or default under this Tender/ Agreement (with selected bidder).

b. The Bidder's aggregate liability in connection with obligations undertaken as a part of the tender regardless of the form or nature of the action giving rise to such liability (whether in contract, or otherwise), shall be at actual and limited to 50% of the contract value. This would be over and above performance bank guarantee deposited by the bidder. Bidder's liability in case of claims by the Bank resulting from Wilful Misconduct or Gross Negligence of the Bidder, its employees and Subcontractors or from infringement of patents, trademarks, copyrights or such other Intellectual Property Rights or breach of confidentiality obligations shall be unlimited.

c. The Bidder shall not be liable for liquidated damages or termination for default, if and to the extent that the delay in performance or other failure to perform its obligations under the contract is the result of an event of **Force Majeure**. For purposes of this Clause, "**Force Majeure**" means an event beyond the control of the Bidder and not involving the Bidder's fault or negligence and not foreseeable. Such events may include, but are not limited to, Acts of God or of public enemy, acts of Government of India in their sovereign capacity, acts of war. e. If a Force Majeure situation arises, the Bidder shall promptly notify the Bank in writing of such conditions, the cause thereof and the change that is necessitated due to the conditions. Unless otherwise directed by the Bank in writing, the Bidder shall continue to perform its obligations under the Contract as far as it is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. SIDBI may terminate the contract or suspend its performance. In such an event the Bidder shall take such steps, as are necessary, to bring the service to an end, in a cost effective, timely and orderly manner.

22. ARBITRATION-

All disputes or differences of any kind whatsoever which shall at any time arise between the parties hereto touching or concerning the works or the execution or maintenance thereof of this contract or the construction remaining operation or effect thereof or to the rights or liabilities of the parties or arising out of or in relation thereto whether during or after determination foreclosure or breach of the contract (other than those in respect of which the decision of any person is by the contract expressed to be final and binding) shall after written notice by either party to the contract to the other of them and to the

"Employer" hereinafter mentioned be referred for adjudication to a sole Arbitrator to be appointed as hereinafter provided for the purpose of

appointing the sole Arbitrator referred to above, the "Employer" will send within thirty days of receipt of the notice, to the contractor a panel of three names of persons who shall be presently unconnected with the organization for which the work is executed.

The contractor shall on receipt of the names of aforesaid, select any one of the persons named to be appointed as a sole Arbitrator and communicate his name to the "Employer" within thirty days of receipt of the names. The "Employer" shall thereupon without any delay appoint the said person as the Sole Arbitrator. If the contractor fails to communicate such selection as provided above within the period specified, the competent authority shall make the selection and appoint the selected person as the Sole Arbitrator.

If the "Employer" fails to send to the contractor the panel of three names as aforesaid within the period specified, the contractor shall send to the "Employer" a panel of three names of persons who shall all be unconnected with either party. The "Employer" shall on receipt of the named as aforesaid select anyone of the person's name and appoint him as the Sole Arbitrator. If the "Employer" fails to select the person and appoint him as the Sole Arbitrator within 30 days of receipt of the panel and inform the contractor accordingly, the contractor shall be entitled to appoint one of the persons from the panel as the Sole Arbitrator and communicate his name to the "Employer".

If the Arbitrator so appointed is unable or unwilling to act or resigns his appointment or vacates his office due to any reason whatsoever another Sole Arbitrator shall be appointed as aforesaid.

The work under the Contract shall, however, continue during the arbitration proceedings and no payment due or payable to the contractor shall be withheld on account of such proceedings. The Arbitrator shall give a separate reasoned award in respect of each dispute or difference referred to him. The venue of arbitration shall be such place as may be fixed by the Arbitrator in his sole discretion.

The fees and expenses, if any, of the Arbitrator shall, if required to be paid before the award is made and published, be paid half and half by each of the parties. The Arbitrator may direct to and by whom and in what manner the cost of the reference and of the award including the fees and expenses or any part thereof shall be paid and may fix or settle the amount of costs to be so paid.

The award of the Arbitrator shall be final and binding on both the parties. Subject to the aforesaid, the provisions of the Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof and the rules made hereunder, and for the time being in force, shall apply to the arbitration proceeding under this clause.

Annexure VI (a)

(Sample Format - TO BE EXECUTED ON A NON-JUDICIAL STAMPED PAPER)

Bank Guarantee No. _____

Dated _____

THIS DEED OF GUARANTEE executed at _____ this ___ day of _____ 199_ by _____, a Bank constituted under the provisions of _____ Act and having its Registered/ Head Office at _____ and a Branch Office at _____ (hereinafter also referred to as **'the Guarantor'** which expression shall include its successors and assigns) **in favour of**

Small Industries Development Bank of India, a Corporation constituted under the Small Industries Development Bank of India Act, 1989 (39 of 1989) and having its Head Office at SIDBI Tower, 15, Ashok Marg, Lucknow and (hereinafter referred to as **'SIDBI'** which expression shall include its successors and assigns).

WHEREAS,(Name of Contractor) (hereinafter called the **"the contractor"**) has undertaken, in pursuance of Tender No. 314/2022/1624/HO1/Premises dated April 19th, 2021 allotted by SIDBI for Supply, Installation, Testing, Commissioning training & maintenance of three nos. elevators by dismantling and under buyback of existing old three nos. elevators at SIDBI Tower, 15 Ashok Marg, Lucknow (Herein after called the **"the tender"**) To SIDBI.

AND WHEREAS, under provisions of the said tender, the contractor shall furnish to SIDBI with a Bank Guarantee issued by a commercial Bank for the sum specified therein, as security for compliance with the Contractor's performance obligations in accordance with the terms and conditions of the tender.

AND WHEREAS, the Guarantor has agreed to give a performance guarantee in lieu of Earnest Money Deposit (EMD) of ` ----- (Rupees ----- only) on behalf of the Contractor.

NOW THIS DEED WITHNESSETH AS FOLLOWS

In consideration of the premises, the Guarantor hereby unconditionally, absolutely and irrevocably guarantee to and agree with SIDBI as follows:

- 1) The Guarantor do hereby unconditionally and irrevocably undertake to pay to SIDBI without any demur or protest, merely on receipt of written demand from SIDBI, an amount not exceeding Rs. ----- (----- only) by reason of any breach by the contractor of the terms of the tender. The Guarantor hereby agrees that the decision of SIDBI regarding breach of the terms of the tender shall be final, conclusive and binding.

- 2) The Guarantor do hereby guarantee and undertake to pay forthwith on written demand to SIDBI a sum not exceeding `...../- (Rupees only) (amount of the Guarantee in words and figures) and the Guarantor undertakes to pay to SIDBI upon its first written demand declaring the Contractor to be in default under the tender and without cavil or argument, any sum or sums within the limit of `...../- (Rupees only) (Amount of guarantee) as aforesaid, without SIDBI's needing to prove or to show grounds or reasons for SIDBI's demand or the sum specified therein.
- 3) The Guarantor further agrees that the guarantee herein contained shall remain in full force and effect till all obligations of the Contractor under or by virtue of the said Tender have been fully and properly carried out or till validity date of this guarantee i.e. _____, whichever is earlier.
- 4) The guarantor's obligation to make payment under this Guarantee shall be a primary, independent and absolute obligation and the Guarantor shall not be entitled to delay or withhold payment for any reason. The Guarantor's obligations hereunder shall not be affected by any act, omission, matter or thing which but for this provision might operate to release or otherwise exonerate the Guarantor from its obligations hereunder in whole or in part, including and whether or not known to the Guarantor or SIDBI:
- i). any time or waiver granted to the contractor;
 - ii). the taking, variation, compromise, renewal or release of or refusal or neglect to perfect or enforce any rights, remedies or securities against the contractor;
 - iii). any Variation of or amendment to the tender or any other document or security so that references to the Contract in this Guarantee shall include each such Variation and amendment;
 - iv). any unenforceability, invalidity or frustration of any obligation of the CONTRACTOR or any other person under the tender or any other document or security waiver by SIDBI of any of the terms provisions conditions obligations UNDER tender or any failure to make demand upon or take action against the CONTRACTOR;
 - v). any other fact, circumstance, provision of statute or rule of law which might, make the guarantor's liability to be secondary rather than primary, entitle the Guarantor to be released in whole or in part from its undertaking/ liability; and;
 - vi). any change in Guarantor's constitution or in the constitution of the contractor and/or SIDBI;

vii). any petition for the winding up of the CONTRACTOR has been admitted and a liquidator or provisional liquidator has been appointed or an order of bankruptcy or an order for the winding up or dissolution of the contractor has been made by a Court/ Tribunal of competent jurisdiction under provisions of IBC or any other applicable law/regulations/rules;

- 5) The written demand referred to in paragraph above shall be deemed to be sufficiently served on Guarantor if SIDBI delivers to guarantor at the address as set out in the preamble.
- 6) The Guarantor undertakes to pay to SIDBI all the money as per this Guarantee, notwithstanding any dispute or disputes raised by the Contractor in any suit or proceeding pending before any court, tribunal or authority relating thereto or otherwise and the guarantor's liability under these being absolute and unequivocal.
- 7) This guarantee is valid until the day of and a claim in writing is required to be presented to the Guarantor within three months i.e. on or before -----, failing whereof SIDBI's all rights will be forfeited, and Guarantor will be relieved of and discharged from all its liabilities mentioned hereinabove.
- 8) The Guarantor further undertakes not to revoke this guarantee during its currency except with the previous consent of SIDBI in writing.

IN WITNESS WHEREOF the within named _____, has executed these presents by the hand of Shri _____ (name & designation), its authorised Officer/Constituted Attorney on the day, month and year first hereinabove written.

SIGNED AND DELIVERED for and on behalf of the Bank by the hand of Shri _____ (name and designation) its authorised Official/ Constituted Attorney