



**CIRCLE OFFICE, S D ROAD,
SECUNDERABAD - 500026.**

**TENDER FOR DESIGN, SUPPLY,
INSTALLING, TESTING AND
COMMISSIONING OF 2 NOS. OF
PASSENGER LIFTS/ ELEVATORS AT BANK
OWNED P G ROAD QUARTERS AT
SECUNDERABAD**

IMPORTANT

To be submitted in a sealed cover super scribing the name of the work and name and address of the tenderer.

TENDER REFERENCE NO: P&ES/CO:HYD/TENDER/01-2022

DATE OF TENDER ISSUE: 02.02.2022

THIS TENDER CONSISTS OF TWO BIDS:

PART I : TECHNICAL BID

PART II : PRICE BID

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NOTICE INVITING TENDER (NIT)

Canara Bank, Circle Office, Hyderabad invites sealed tender form the Original Equipment Manufacturers (OEM)/ Authorized Dealers of OEM of the Lifts/ Elevators for the work mentioned below:

1). Name of the work:

Design, Supply, Installing, Testing And Commissioning of 2 Nos. of 5 - Passenger Lift/ Elevator at Bank Owned Apartment at P G Road, Secunderabad.

2). Earnest Money Deposit (EMD) Amount:

Nil. The tenderer has to submit Bid Security declaration.

3). Time for Completion of work:

90 days from the date of issue of the work order for both the lifts (Installation of 2nd Lift will be after completing the First Lift and as per the instructions of Bank).

4). Proposal Format and Submission Procedure:

Two Bid System shall be strictly followed. Technical Bid and Price Bid have to be submitted separately. Joint bids will not be accepted by the Bank.

Each Tenderer has to necessarily fulfill the eligibility criteria stipulated and the terms of two bid system should be strictly adhered to. The Tenderer will have to go through two stages of process viz.

Stage - 1: Technical Assessment based on eligibility criteria and documents submitted.

Stage - 2: Opening of Price Bid.

Tenderers should first qualify in Stage 1 to become eligible for consideration for Stage 2.

Sl No	Item Description	Reference
1	Scope of Works and eligibility Criteria	Annexure 1
2	General rules and instructions to Tenderer	Annexure 2
3	General Conditions of Contract	Annexure 3
4	Technical Specifications	Annexure 4
5	Detailed Specifications	Annexure 5

After ensuring the above, the Tenderers need to submit their bids as described under "Envelope-A and Envelope-B" as detailed below:

SI No	BID DOCUMENTS
A.	Technical Bid - Envelope - A
1	Tender Offer
2	Certificate of Conformity
3	EMD: Bid Security Declaration
4	Unfilled format of the price bid duly signed and stamped by the Contractor. Anything filled prices in this format, will make bid liable to rejection of the tender.

B.	Price Bid - ENVELOPE - B
1	Price Bid

Sealed envelope containing Technical Bid (Envelop-A) should be super scribed “**Technical Bid for Design, Supply, Installing, Testing And Commissioning of 2 Nos. of Passenger Lifts/ Elevators at Bank owned P G Road Quarters, Secunderabad**” and Price Bid (Envelop-B) should be super scribed “**Price Bid for Design, Supply, Installing, Testing And Commissioning of 2 Nos. of Passenger Lifts/ Elevators at Bank owned P G Road Quarters, Secunderabad**”. The mentioned two envelopes should be kept in one envelope super scribed on top “**Tender for Design, Supply, Installing, Testing And Commissioning of 2 Nos. of Passenger Lifts/ Elevators at Bank owned P G Road Quarters, Secunderabad**” addressed to the Bank clearly indicating Tenderer address and contact details.

DETAILS OF THE TENDER:

PARTICULARS	DETAILS
Date of Issue of Tender	02.02.2022
Earnest Money deposit	NIL - Bid Security Declaration to be enclosed
Date of Pre bid meeting	07.02.2022 at 3.00 PM
Last date and time for submission of the tender	15.02.2022 up to 3.30 PM
Date and time of Opening of the Tender - Technical bids	15.02.2022 at 4.00 PM (In case bid opening day happens to be holiday, the bid will be opened on the next working day of the Bank)
Date of opening of Price Bid	Date and time will be informed to the Qualified Tenderer. The communication will be sent through letter or e-mail.
Contact No.	Sri.T Suneel Kumar (TFO) -040-27725223, Sri. Ramana K V, Sr. Manager - 040-27725

Note:

Tender documents should be submitted (drop into tender Box) over to **Asst. General Manager, Premises & Estate Section, Canara Bank, Circle Office, #10-3-163 & 10-3-163/A, Plot No.85, Beside Rail Nilayam , SD Road, Secundrabad -500026** before stipulated time on the due date. Any tender submitted after stipulated date and time will not be accepted.

Bid will be opened in the presence of Tenderers or its authorized representatives who choose to attend. In case bid opening day happens to be holiday, the bid will be opened on the next working day of the Bank.

Technical Bids without the relevant documents shall be rejected.

A copy of the tender document could also be downloaded from www.canarabank.com

Sd/-
**ASST. GENERAL MANAGER
CIRCLE OFFICE, HYDERABAD**

ANNEXURE 1- Scope of work and Eligibility Criteria

The work consists of the contractors own design based on technical and detailed specifications furnished. The contractor / supplier shall be responsible for its functioning according to the design criteria and its parameters. Notwithstanding the details furnished, any discrepancies shall be brought out in the technical bid highlighting the shortcomings and suggest modifications.

The work to be carried out under the contract shall, except as otherwise provided in these conditions, include all labour, materials, tools, plants, equipment and transport which may be required in preparation of and for and in the full and entire execution and completion of the works.

The descriptions given in the Schedule of Quantities shall, unless otherwise stated, be held to include wastage on material, carriage and cartage, carrying and return of empties, hoisting, setting, fitting and fixing in position and all other labour necessary and for the full and entire execution and completion as aforesaid in accordance with good engineering practice and recognized principles.

Several documents forming the Contract are to be taken as mutually explanatory of one another, detailed drawing being followed in preference to small scale drawing and figured dimensions in preference to scale and special conditions in preference to General Conditions.

In the case of discrepancy between the schedule of quantities, the specifications and/or the Drawings, the following order of preference be observed:-

- a) Description in Schedule of Quantities.
- b) Technical Specifications and Detailed Specifications and Special condition, if any
- c) Drawings prepared for the design.
- d) BIS Specifications.

If there are varying or conflicting provisions made in any one or more document(s) forming part of the contract, the Accepting Authority shall be the deciding authority with regard to the intention of the document and his decision shall be final and binding on contractor.

Any error in description or quantity or rate in Schedule of Quantities or any omission there from shall not vitiate the Contract or release the contractor from the execution of the whole or any part of the works comprised therein according to drawings and specifications or from any of his obligations under the Contract.

The contractor shall forthwith comply with and duly execute any work comprised in such Employers / Consultants instruction, provided always that verbal instructions, directions and explanations given to the contractors or his representative upon the works by the Employer / Consultants shall if involving a variation be confirmed in writing to the contractor/s within 7days.

No work for which rates are not specifically mentioned in the priced schedule of quantities, shall be taken up without written permission of the Employer / Consultant. Rates of items not mentioned in the priced schedule of quantities shall be fixed by the Employer in consultation with the Consultant as provided in clause "Variation".

Regarding all factory made products, they shall be manufactured as per their respective IS code updated and all test undertaken at factory.

SIGNATURE OF THE TENDERER WITH SEAL

Eligibility Criteria:

Canara Bank, Circle Office, Hyderabad is having a G+4 Apartment at P G Road, Secundreabad. Bank invites tenders from Original Equipment Manufacturers(OEMs)/ Authorized Dealers of OEM of the Lifts/ Elevators for **Design, Supply, Installation ,Testing and Commissioning of 2 numbers of 5- passenger capacity lift at the above mentioned location.**

No	Criteria	Documents to be attached
1.	The tenderer/ bidder should be a Original Equipment Manufacturer (OEM)/ Authorized Dealers of OEM and should have ISO Certificate.	Copy of valid ISO certificate and manufacturing license issued by the competent authority & company profile should be submitted as a proof.
2.	The tenderer/ bidder should have undertaken 3 similar nature (5 passenger capacity and above) of works value not less than Rs.15.00 Lakh and among the 3 works at least one work should have carried out in the buildings/ Offices of Government of India/Public Sector Undertakings/ Public Sector Banks during the last 5 years Financial Years (2016-2021) and such lift is presently working satisfactorily for more than one year after commissioning.	Work order with technical details copies along with work completion/installation/Performance certificates from the Clients/GOI offices/PSUs/PSBs to be attached as proof.
3.	Should have average annual turnover of at least Rs.20 lakhs during last three years ending with 31.03.2021 and should be a profit making company/ organization.	Audited Balance Sheet and P & L Account for the three years mentioned below. Certificate from Chartered Accountant certifying the turnover of last three financial years i.e. 2018-19, 2019-20, 2020-21
4	Should have an authorized service centre in Hyderabad with qualified personnel and supported with adequate inventory of materials.	Copy of address proof for office (Rental Agreement/ Telephone Bill not older than 3 months/electricity or water bill - with complete address of the office, not older than 3 months)
5.	PAN & GSTIN	Copy of PAN and GSTIN Certificate of the Firm/Company

Vendors, who meet the Eligibility criteria as specified above, may download the tender documents from Bank's website www.canarabank.com. Issue of Tender Documents does not mean that vendor is prequalified.

ANNEXURE 2

GENERAL RULES AND INSTRUCTIONS TO TENDERER

1. The documents consisting of Notice inviting the tender, Scope of work & Eligibility criteria, General rules and instructions to tenderer, conditions of contract, Technical Specifications, Detailed Specifications and Price bid can be collected between the dates mentioned in the Notice Inviting Tender (NIT) during the working hours except on Sundays, second & fourth Saturdays and Public Holidays from **Premises & Estate Section, Canara Bank, Circle Office, #10-3-163 & 10-3-163/A, Plot No.85, Beside Rail Nilayam , SD Road, Secunderabad -500026** or alternatively tender documents can be downloaded from the banks website www.canarabank.com.
2. The tender is "TWO BID CONCEPT" and it has to be submitted as such.
3. The **envelop-A** should contain all the components of Technical Bid as detailed in the NIT with all supportive documents duly signed on all the pages other than the Price aspects. The envelope shall be sealed & super scribed as **"Technical Bid for Design, Supply, Installing, Testing And Commissioning of 2 Nos. of Passenger Lifts/ Elevators at Bank owned P G Road Quarters, Secunderabad"**.

Tenderer should note that Price bid aspects of the offer should not be disclosed in any way, in the technical bid/ first envelope, and such technical bids consisting Price bids are liable for rejection.

4. The **envelope - B** should contain the Price Bid i.e., the Priced Bill of Quantities and shall be super scribed as **"Price Bid for Design, Supply, Installing, Testing And Commissioning of 2 Nos. of Passenger Lifts/ Elevators at Bank owned P G Road Quarters, Secunderabad"** and should be sealed and submitted. This envelope should contain duly filled in cost details (enclosed in the offer document) with values written in words and figures.

The two envelopes containing the Technical Bid and the Price Bid should be placed in a separate envelope (lane clothed, preferably) super scribed as **"Tender for Design, Supply, Installing, Testing And Commissioning of 2 Nos. of Passenger Lifts/ Elevators at Bank owned P G Road Quarters, Secunderabad"**.

5. The sealed offers should be submitted to **Asst. General Manager, Premises & Estate Section, Canara Bank, Circle Office, #10-3-163 & 10-3-163/A, Plot No.85, Beside Rail Nilayam , SD Road, Secunderabad -500026 on or before 15.02.2022 by 3.30 pm**. If last day of submission of bids is declared a holiday under NI Act by the Government subsequent to issuance of NIT the next working day will be deemed to be the last day for submission of the offer. No offer will be accepted by email.
6. The envelope -A (Technical bid) will be opened in the said office on **15.02.2022 at 4.00pm**.

7. The price bids of the bidders/ tenderers meeting the eligibility criteria only will be considered and opened on a convenient date with due intimation to the Tenderers emerging successful in the Technical bid.
8. Scope of work involves undertaking the design based on the parameters furnished & site conditions, and manufacture, testing at shop, supply, Installation, testing at site and commissioning the specified Elevator System, along with its allied works etc., which are fully described in the technical specifications and detail specifications.
9. The sealed tenders should be addressed to **Asst. General Manager, Premises & Estate Section, Canara Bank, Circle Office, #10-3-163 & 10-3-163/A, Plot No.85, Beside Rail Nilayam , SD Road, Secunderabad -500026** and to be dropped in the tender box on or before the stipulated time.
10. The **envelope** -A super scribed as “**Technical Bid for Design, Supply, Installing, Testing And Commissioning of 2 Nos. of Passenger Lifts/ Elevators at Bank owned P G Road Quarters, Secunderabad**” should be submitted in a sealed envelope containing all the following details:
 - i) The technical features/ brochures of the Elevator system, and such other details / data required for the technical evaluation of the entire system offered. (It is essential that any technical information considered useful should be furnished at the first instance itself in this envelope and at latter date any additional or supplementary information shall not be entertained unless it is found necessary and sought by the Employer / Consultant in form of written clarification to clear any pertinent doubts.)
 - ii) Bid Security Declaration.
 - iii) Tender shall be on prescribed Form only.
 - iv) The contractors should quote in figures as well as in words the rate, and amount tendered by them. The amount for each item should be worked out and the requisite totals given. The rates quoted shall be all inclusive rates for the item of work described, including materials, labour, tools & plant, carriage & transport, supervision, overheads & profits, mobilizing and other charges whatsoever including any anticipated or un-anticipated difficulties etc. complete for proper execution of the work as per drawings and specifications and no claim whatsoever for any extra payment shall be maintainable.
 - v) When a contractor signs a tender in an Indian language, the total amount tendered should also be written in the same language. In the case of illiterate contractors the rates or the amounts tendered should be attested by a witness.
 - vi) The tenderer/ Bidder, whose tender is accepted will be required to furnish by way of security deposit for the due fulfillment of his contract. The security Deposit shall be collected and repayable as detailed in clause No.11 of the General Conditions of the Contract.

- vii) The successful tenderer to whom the contract is awarded will have to deposit a initial security deposit sum of 4% of the value of accepted tender as detailed in clause No. 11 of the General Conditions of the Contract.
- viii) The acceptance of a tender will rest with the Bank which does not bind itself to accept the lowest tender, and reserves to itself the authority to reject any or all of the tenders received without assigning any reason. All tenders in which any of the prescribed conditions are not fulfilled or are incomplete in any respect are liable to be rejected. The bank reserves the right to accept the tender in full or in part and the tenderer shall have no claim for revision of rates/other conditions if his tender is accepted in part.
- ix) Canvassing in connection with tenders is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable for rejection.

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- x) All rates shall be quoted on the proper form of the tender alone. Quoted rates and units different from prescribed in the tender schedule will be liable for rejection. Special care should be taken to write the rates in figures as well as in words and the amounts in figures only, in such a way that interpolation is not possible. The total amount should be written both in figures and in words. In case of figures, the words „Rs.“ should be written before the figure of rupees and words „P“ after the decimal figures, e.g. Rs.2.15P and in case of words, the word „Rupees“ should precede and the word „Paise“ should be written at the end, unless the rate is in whole rupees and followed by the words „only “it should be invariably be up to two decimal places. While quoting the rate is in schedule of quantities, the word „only“ should be written closely following the amount and it should not be written in the next line. However, if a discrepancy is found the rates which correspond with the amount worked out by the tenderer shall unless otherwise proved be taken as correct. (OR)

if the amount of an item is not worked out by the tenderer or it does not correspond with the rates written either in figures or in words then the rate quoted by the tenderer in words shall be taken as correct. (OR)

where the rates quoted by the tenderer in figures and in words tally but the amount is not worked out correctly, the rates quoted by the tenderer will unless otherwise prove be taken as correct and not the amount.

- xi) In the case of any errors or omissions in the quoted rates, and if the tender is issued in duplicate, the rates quoted in the tender marked “Original” shall be taken as correct rates.

- xii) An item rate tender containing percentage below / above will be summarily rejected. However, where a tenderer voluntarily offers a rebate for payment within a stipulated period, this may be considered.
 - xiii) GST on contract shall be payable extra by the bank. However other taxes related to material or finished work in respect of this contract shall be payable by the tenderer/ Bidder and the Bank will not entertain any claim whatsoever in respect of the same, and nothing extra shall be paid/reimbursed for the same subsequently.
 - xiv) The tenderer/ Bidder shall give a list of his relatives, if any, working with the Employer along with their designations and addresses.
 - xv) The tender for the works shall remain open for acceptance for a period of **120 days** from the date of opening of tenders. If any tenderer withdraws his tender before the said period or makes any modifications in the terms and conditions of the tender which are not acceptable to the Employer, then the Employer shall, without prejudice to any other right or remedy, be at liberty to forfeit full value of the earnest money as aforesaid.
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- xvi) The tender for the work shall not be witnessed by a contractor or contractors who himself / themselves has / have tendered or who may and had/have tendered for the same work. Failure to observe this condition would render tenders of the contractors tendering as well as witnessing the tender liable to summary rejection.
 - xvii) It will be obligatory on the part of the tenderer to tender and sign the tendered documents for all the component parts and that, after the work is awarded, he / they will have to enter into an agreement for each component with the competent authority of the Employer. Further the tenderer shall agree that until a formal agreement on stamp paper is prepared and signed, this tender shall constitute a binding contract between the tenderer and the Employer.
 - xviii) The tenderer, apart from being a competent contractor must associate himself with agencies of appropriate class who are eligible to tender for other related works connected directly or indirectly with the contract and employed by the employer.

The Employer does not bind itself to accept the lowest or any tender and reserves to itself the right of accepting the whole or any part of the tender and the tenderer shall be bound to perform the same at the rate quoted.

Tenderer are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their tenders as to the nature of the site and dimensions, the means of access to the site, and obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their tender.

A tenderer shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charges consequent on any misunderstanding or otherwise shall be allowed. Submission of a tender by a tenderer implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done and local conditions and other factors bearing on the execution of the work.

- xix) On acceptance of the tender, the name of the accredited representative(s) of the contractor who would be responsible for taking instructions from the Employer shall be communicated to the Employer.
- xx) Method of Evaluation of tender: All the competitive tenders will be received on the specified date and time. On the same day or on specified date & time in event of any compelling circumstances, the tenders will be opened in the presence of the available tenderers. After the technical evaluation, if necessary after discussions with the tenderers, such of those tenderer found technically acceptable will be short listed and their envelope containing “ Price Bid “ shall be opened on a given date and time in presence of the short listed tenderers with prior notice to them. The tenderers are expected to attend the tender opening and their inability in participating will not in any way prevent the employer undertaking the opening of the bids.
- xxi) During the course of technical evaluation if found necessary the Employer / Consultant may seek supplementary price bids to bring the evaluation at par and any such price bids shall be prepared as stated in the tender and submitted in sealed envelopes super scribing “Supplementary Price Bid for the project of. ”. Such supplementary price bid shall be opened simultaneously with the original price bid on the prescribed date and taken into consideration in its evaluation.
- xxii) Voluntary submission of the supplementary price bid by the contractor/ tendered shall not be accepted and supplementary bids shall be limited to the details sought for by the Employer/ consultant only. Any other un-related price variations furnished in supplementary price bids shall not be recognized and might be liable for rejections if undue information is furnished.

Being a techno - economical project, besides the capital cost of the equipment the Annual Maintenance Charges for 3 years (after 1 year Defect Liability Period) will be evaluated. Therefore the tenderers/ contractors shall necessarily furnish the AMC charges in the price bid for 5 years after warranty period and terms of AMC shall be furnished in the technical bid clearly indicating the details regarding the scope of AMC, details of spares, consumables & equipments covered and also details of exclusions under AMC shall be furnished. Other than details furnished under exclusions all other related expenditure towards trouble free maintenance and its normal functioning shall be considered as part of AMC. Hence, the cost of AMC is also considered for price comparison (to decide L1) along with the cost of lift.

In case of un-successful tenderers, the sealed Price bid shall be returned individually. The Bank reserves the right to accept or reject any of the offers without assigning any reason and no dispute or negotiation will be entertained in this regard. The Bank's decision will be final in the matter.

xxiii) The notice inviting tender, general rules & instructions for the guidance of tenderers shall form a part of the contract document. The successful tenderer/ Bidder, on acceptance of his tender by the Accepting Authority, shall, within 14 days from the stipulated date of start of the work sign on a stamp paper the contract consisting of:

- (a) Standard form of Agreement on stamp paper.
- (b) Notice inviting tender, all the documents including tender, drawings, if any, forming the tender as issued at the time of invitation of tender and acceptance thereof together with any correspondence leading thereto. General conditions, Schedules leading to Technical Specification, Special Conditions, Technical Brochures in schedules submitted by the tenderer etc., Price Bid / Schedule Bill of Quantities.

For & on behalf of the Employer.

Signature of the Authorised / Accepting Authority.

Signature of the Tenderer with Name, Seal & date.

TENDER - OFFER

I/We have read and examined the Notice Inviting Tender, Technical Specifications, Drawings and Designs (if any), General Rules and Instructions, General Conditions of Contract, Detailed Specifications, Schedule (Bill) of quantities in Price Bid, and all other documents referred to in the conditions of contract and all other contents in the tender document for the work.

I/We hereby tender for the execution of the work specified for the Employer within the time specified at the rates specified in the attached Price Bid viz., schedule of quantities and in accordance in all respects with the specifications, designs drawings and instructions in writing referred to in the General Rules and Instructions, General Conditions of Contract and in all respects in accordance with, such conditions so far as applicable.

I/We agree to keep the tender open for **120 days (One Hundred and Twenty Days)** from the due date of submission thereof and not to make any modifications in its terms and conditions.

In the event of my / our failure to commence the work on the specified date after award I/We agree that the Bank shall without prejudice to any other right or remedy, be at liberty to execute terms and conditions contained in Bid Security Declaration.

I/We hereby declare that I/We treat the tender documents, drawings (if any) and other records connected with the work as secret/confidential documents and shall not communicate information/derived there from to any persons other than a person to whom I/We am/are authorised to communicate the same or use the information in any manner prejudiced to the safety of the State / the Employer.

I/We fully understand that you are not bound to accept the lowest or any tender you may receive. Shri. _____, Partner / Proprietor / Authorised representative of the Company, is the person authorised to negotiate commercial, technical terms & conditions & sign on behalf of the firm any Agreement, Bills & receipts for this work.

I/We agree that until a formal agreement on stamp paper is prepared and signed, this tender with your written acceptance thereof shall constitute a binding contract between us.

Dated the day of 2022

Signature of Contractor

Witness, Name & address:
Full Postal Address including
Pin Code No. & Telephone No.

1.

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CERTIFICATE OF ACCEPTANCE

The above tender (as modified by us or negotiations as provided in the letters mentioned hereunder) is accepted by me for and on behalf of the Employer for a sum of Rs. _____ (Rupees _____ only)

The letters referred to below shall also form part of this contract agreement:

- a)
- b)
- c)

Dated this ___ day of _____ 2022

For & on behalf of the Employer

Signature :_

Designation:_

FORM OF AGREEMENT

This agreement made on the_ day of the month of in the year 2022 BETWEEN, Canara Bank a body corporate constituted under the Banking Companies (Acquisition and Transfer of undertakings Act, 1970, having its Head Office, at 112J.C.Road,Bangalore - 560002 amongst others a Office, Circle Office, Hyderabad represented by its duly constituted attorney _____ (hereinafter referred to as the Employer / Bank) on the ONE PART;

AND

Shri_____S/D/o_____Resident of_____the sole proprietor of M/s_____having office at the following address_____

M/s. _____ the partnership firm having an administrative/principal office at _____ represented by its Managing/duly authorized partner.

M/s. _____ company/body corporate incorporated under the provisions of the Companies Act 1956 having its registered office at the following address_____, duly represented at _____ duly represented by its constituted and authorised Managing Director, Shri _____ and (hereinafter called the Tenderer which term shall also be called the Supplier or the Contractor) on the other part

WHEREAS THE Employer / Bank is desirous that certain works should be designed, supplied, installed, tested & commissioned (viz., installation of 2 No.s of 5 passenger capacity lifts) at their Canara Bank, Bank Owned Apartments at P G ROAD, Secunderabad as mentioned and called for invitation to tender and the tender dated _____ furnished by the tenderer for the Design, supply, installation testing and commissioning of such works has been accepted by the Employer on the terms and conditions as set out therein and interlaid others.

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this agreement words and expression shall have the same meanings as are respectively assigned to them in the conditions of contract hereinafter referred to.
2. The following documents not inconsistent with these presents shall be deemed to form and be read and construed as part of this agreement viz;
 - a) Notice inviting Tender
 - b) General Rules and Instructions for the guidance of tenderers.
 - c) The Tender-Offer, Letter of Acceptance, Letters from & to the tenderer, if any, leading to and prior to acceptance letter.
 - d) General Conditions of contract and clauses of contract along with Annexures thereto.
 - e) Schedules of Technical Specifications, Detailed specifications, tender drawings if any,etc.
[Note : * Strike off whichever is not applicable]
 - f) Schedule of quantities including Prices and tendered amount known as Price bid.
 - g) The details submitted in technical bid, design, and such other commitments

like Annual Maintenance Charges for the period mentioned shall be part of the agreement.

In consideration of the payments to be made by the Employer to the tenderer, the tenderer hereby covenants and agrees with the Employer to construct, complete and perform the works in conformity in all respects and subject to all terms and conditions/rules as mentioned in the General Conditions as also in the aforesaid documents which shall form part of this agreement.

In witness whereof the parties hereto have hereunto set their respective hands and seals the day and year first above written.

Signed, sealed and delivered by the said tenderer, to the Employer in the presence of:

Signature of Tenderer (with seal)

Signature of Authorised representative of the Employer / Accepting Authority.

Witness (Signature, Name & Address):

1).

2).

ANNEXURE 3: GENERAL CONDITIONS OF CONTRACT

Except where provided for in the description of the individual items in the schedule of quantities and in the Technical specifications and conditions laid down hereinafter and in the Drawings (if any), the work shall be carried out as per standard specifications and under the direction of the Employer.

1. DEFINITIONS /INTERPRETATIONS:

- i. The Contract means the documents forming the tender and acceptance thereof and the agreement duly executed between the Employer and the Tenderer, together with the documents referred to therein including those conditions, the specifications, schedule of quantities, tender agreement, designs, drawings and instructions issued from time to time by the Engineer- in-Charge. All these documents taken together shall be deemed to form one contract and shall be complementary to one another.
- ii. In the contract, the following expressions shall, unless the context otherwise requires, have the meanings, hereby respectively assigned to them:-
 - a) The Tenderer or Supplier or Contractor shall mean the individual Kartha, Manager of HUF, firm or Company, whether incorporated or not, undertaking the works and shall include the legal heirs/representatives of such individual or the partners composing firm and their legal heirs and successors, or company's authorised and constituted attorneys/agents and permitted assignees of such firm or company.
 - b) The Employer or Bank means any officer of the Canara Bank, who is specifically authorised to enter into contracts in respect of the above works.
 - c) The Engineer-in-Charge means the Senior Manager / Manager, or Officer, / Engineer and/or Site Engineer who shall supervise and be in-charge of the work or any other authorised representative or person specifically deputed by the Employer and / or the Consultants wherever they are employed from time to time by the Employer.
 - d) Contract Price shall mean the final accepted rates in the Price Bid hereto.
 - e) Date of Contract means the Calendar date on which the Employer and Contractor have signed the Agreement on the Stamp Paper.
 - f) "Accepting Authority" shall mean The Assistant General Manager of the Canara Bank, Estate & Premises Section, CO: Hyderabad (the Employer).
 - g) Approval wherever used in the specifications or schedule of Quantities shall mean, respectively, approved by or approval of the Accepting Authority in writing.

- h) Appellate Authority shall mean The Deputy General Manager, of the Bank (the Employer). Who shall also be the authority to consider any extension of time or compensation as defined in clause hereunder.
- i) Notice in writing or written notice shall mean a notice in writing typed or printed characters delivered to or sent by registered post to the last known address private or business address or registered office address, and shall be deemed to have been received when in ordinary course of post it would have been delivered, and/or delivered personally, or otherwise proved to have been received.
- j) Virtual completion[□] shall mean that the work/installation is complete in all respects in the opinion of the Employer and for which the completion/clearance certificate has been issued by the Engineer -in-charge/ Consultant and the installation is fit for usage.
- k) Drawings shall mean all drawings and/or design drawings furnished by the tenderer / sketches duly signed by the authorised Engineer-in-charge or the Consultant on behalf of the Employer before commencement or during the progress of the work.
- l) Letter of Acceptance shall mean intimation by a letter issued by the Accepting Authority of the Employer to tenderers that his tender has been accepted in accordance with the provisions in the said letter.
- m) “Defect Liability Period” shall mean a period of twelve months from the certified date of virtual completion issued by the Consultant/Engineer-in-charge and accepted by the Employer. However in cases where completion gets delayed abnormally due to unavoidable reason(s) defect liability period shall be reckoned 12 months from the date of completion or 18 months from the date of supply whichever is earlier.

2. TENDERER SHALL VISIT THE SITE:

Intending tenderer shall visit the site and make himself thoroughly acquainted with the local site conditions, nature and requirements of works, facilities of transport condition, effective labour and materials, access and storage for materials and removal of rubbish. The tenderer shall provide in his tender cost of carriage, freight and other charges as also for any special difficulties and including police restriction for transport etc. for proper execution of work as indicated. The successful tenderer will not be entitled to any claim of compensation for difficulties faced or losses incurred on account of any site condition which existed before the commencement of the work or which in the opinion of the Employer / Consultant might be deemed to have reasonably been inferred to be so existing before commencement of work.

3. TENDERS:

The entire set of tender paper issued to the tenderer should be submitted fully priced and also signed on the last page of respective chapter (this shall be acceptance of all the pages of the tender and its stipulations) together with initials on every page. Notwithstanding this, Initials / signature in every page will indicate the acceptance of the tender papers by the tenderer.

No modifications, writing or corrections can be made in the tender papers by the tenderer, but he may at his option offer his comments or modifications in a separate sheet of paper attached to original tender papers.

The tenderers should note that the tender is strictly on item rate basis and their attention is drawn to the fact that the rates for each and every item should be correct, workable and self-supporting. If called upon by the Employer / Consultant, detailed analysis of any or all the rates shall be submitted. The Employer / Consultant shall not be bound to recognise the contractors analysis.

The works will be paid for as “measured work” on the basis of actual work done and not as “lump sum” contract.

All items of work described in the schedule of quantities are to be deemed and paid as complete works in all respects and details including preparatory and finishing works involved, directly, related to and reasonably detectable from the drawings, specifications and schedule of quantities and no further extra charges will be allowed in this connection. In the case of lump-sum contracts, the payment of such items of work will be made for the actual work done on the basis of lump-sum charges as will be assessed to be payable by the Employer / Consultant.

The Employer has power to add to, omit from any work as shown in the drawings or described in the specifications or included in schedule of quantities and intimate the same in writing but no addition, omission or variation shall be made by the contractor without authorisation from the Employer. No variation shall vitiate the contract.

The Tenderer shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the rates and prices quoted in the Schedule of Quantities, which rates and prices shall, except as otherwise provided, cover all his obligations under the Contract and all matters and things necessary for the proper completion and maintenance of the works.

4. SIGNING OF CONTRACT & AGREEMENT:

The successful tenderer/contractor, on acceptance of his tender by the Accepting Authority, shall, within 14 days from the stipulated date of start of the work sign the contract consisting of :-

- a. Standard form of agreement on stamp paper, the notice inviting tender, all the documents including drawings, if any, forming the

tender as issued at the time of invitation of tender and acceptance thereof together with any correspondence leading thereto.

b. Standard tender Form consisting of::

- i. General Rules and Instructions.
- ii. General Conditions of contract and clauses of contract along with Annexures thereto, like specification, special conditions etc.
- iii. Bill of Quantity and Price Bid.
- iv. List of Approved Brands/manufacturers appended, if any.

The contractor shall pay for all stamps and legal expenses, incidental thereto.

5. PERMITS AND LICENSES:

Permits and licenses for the release of materials or its purchases which are under Government control will be arranged by the contractor.

The Contractor, who have been awarded the contract have to obtain and submit License from Electrical Inspectorate/ any other license/ permissions for installation of lift in the proposed premises without charging additional amount.

It may be clearly understood that no compensation or additional charges can be claimed by the contractor for non-availability of such materials in due time on this account or according to his own requirements.

The contractor may, however, be eligible to a proportionate extension of time on this account which in the opinion of the Employer / Consultant is reasonable.

6. GOVERNMENT AND LOCAL RULES :

The contractor shall conform to the provisions of all local bye-laws and acts relating to the work and to the regulations etc. of the Government and Local Authorities and of any Company whose system and design is proposed to be connected / utilised. The cost, if any, shall be deemed to have been included in his quoted rates, taking into account all liabilities and shall indemnify the Employer against such liabilities and shall defend all actions arising from such claims or liabilities.

7. TAXES AND DUTIES:

The tendered cost must include all taxes or any other taxes or local charges if applicable excluding GST. No extra claim will be entertained with exception herein specified.

- a. The tenderers must include in their tendered cost all duties royalties or any other taxes or local charges like octroi etc. if applicable. No extra claim on this account will in any case be entertained. However, pursuant to the Constitution (Forty Sixth Amendment) Act, 1982, if any further new tax, royalties, cess or levy is imposed by Statute, and any Central Excise Duty by the Central Government on the Main Equipment and not on any type of sub-components or material involved in its manufacture or on installation materials like ducting, insulations, piping or electrical cabling, its switch gears etc., after the date of receipt of tenders, and the contractor there upon necessarily and properly pays such taxes/ levies the contractor shall be reimbursed the amount so paid, provided such

payments, if any, is not, in the opinion of the Employer (whose decision shall be final and binding on the contractor) attributable to delay in execution of work within the control of the contractor. On account of any downward revision of such taxes / levies, the benefit shall be passed on to the Employer and shall be binding on the contractor even without the claim by the Employer. However, GST shall be payable extra by the bank on tenders.

- b. The contractor shall keep necessary books of accounts and other documents for the purpose of this condition as may be necessary and shall allow inspection of the same by a duly authorized representative of the Employer and / or the Engineer-in- charge and further shall furnish such other information / document as the Employer may require from time to time.
- c. The contractor shall, within a period of 30 days of the imposition of any such further tax / levies, described above, give a written notice to the Employer that the same is given to pursuant to this condition, together with all necessary information relating thereto.

8. OPTIONAL ITEMS :

All Optional items described in the schedule of quantities shall be separately included in the contract price as described in the schedule of quantities including all cost and profits but not totaled in the final value. These items shall be exercisable by the Employer any time during the course of execution of work and shall be binding on the contractor similar to the other items furnished in the tender.

9. QUANTITY OF WORK TO BE EXECUTED:

The quantities shown in the schedule of quantities are intended to cover the entire works as per the drawings / scope of work, and therefore the contractor is bound to complete the works at the same quoted rates in the event of quantity exceeding the specified bill of quantity, but the Employer reserves the right to execute only a part or the whole or any excess thereof without assigning any reason there for.

10. OTHER PERSONS OR AGENCIES ENGAGED BY THE EMPLOYER:

The Employer reserves the right to execute any part of the work included in this contract by other agency or persons and contractor shall allow reasonable facilities and use of his facilities for the execution of such work. The main contractor shall extend all co-operation in this regard.

Wherever the work is proposed in co-ordination with other agencies, the contractor shall co-operate with the schedule of works in such a manner as worked out by the Consultant / Architects / Engineer-in-charge of the Employer.

11. EARNEST MONEY, INITIAL SECURITY DEPOSIT, RETENTION MONEY & TOTAL SECURITYDEPOSIT:

Earnest Money Deposit: NIL - Tenderer has to submit the Bid Security Declaration.

Initial Security Deposit: The successful tenderer whose tender is accepted shall be required to furnish by way of Initial security a sum which shall be equal to 4% (Four percent) of the accepted value of the tender, within 7 (Seven) days from the date of issue of the letter of acceptance of contract by the tenderer, **Demand Draft** payable to the Employer or by way of **Fixed Deposit** or by way of **Bank guarantee** of any schedule Bank, for the duration of the contract period and defect liability period.

Retention Money: A further sum of 8% (eight percent) of the Gross value of each interim/final bill shall be deducted as retention money.

The Security deposit amount will also be accepted in Fixed Deposit Receipt for the full period of contract or by way of Bank Guarantee of any Scheduled Bank. The format of the guarantee shall be as approved by the Employer.

Repayment of Retention Money & Security Deposit: The Security Deposit amount will be refunded to the contractor as detailed below:

- a. Issue of Virtual Completion Certificate by the Consultant/ Employers engineer-in- charge or department-in-charge.
- b. Contractor should remove all their materials, equipments, labour force, temporary sheds/stores etc. from the site.
- c. Contractor Should have completed all the necessary testings, compiled with the inspection remarks & its rectifications if any, submission of all the required particulars, completion drawings, manual of operation & maintenance, test certificates and such other particulars.

The retention money may be refunded 14 days (fourteen days) after the end of Defect Liability Period provided as such the contractor has satisfactorily carried out all the works and attended to all defects in accordance with conditions of the contract. No interest is allowed on retention money.

12. CONTRACTOR TO PROVIDE EVERY THING NECESSARY:

- i. The contractor shall provide everything necessary for the proper execution of the work according to the intent and meaning of the design parameters, technical specifications, drawings and schedule of quantities. Based on the details furnished in the N.I.T. the contractors should undertake their own assessment and design the plant and system required. If the contractor finds any discrepancies furnished it shall immediately brought to the notice of the Employer.
- ii. The tenderer shall take full responsibility for adequacy, suitability and safety of all the design, works and methods of design /installation.

- iii. The employer shall on no account be responsible for the expenses incurred by the contractor during the progress of work at site, towards any incidental expenditure like medical amenities to the workers at site, security arrangement etc. The employer shall not be responsible for the safety of the workers at site either on account of the works executed by the contractor or on account of the works executed by any other agency involved at that time.
- iv. The Employer on no account shall be responsible for storage of materials or loss or pilferage or theft either in respect of the material stored or material already built and paid for by the Employer.
- v. The contractor shall at all times give access to workers employed by the Employer.
- vi. All tools, equipments and other required facilities for execution of work shall be provided by the contractor.
- vii. Any facilities available at site shall be utilised only with prior permission of the Employer or the in-charge of the site / building owner and cannot be taken as granted and for such services utilities the Employer is entitled to charge at his discretion.

No extra charges shall be paid over and above what has been quoted for any of the above or for similar such services.

14. TIME OF COMPLETION, EXTENSION OF TIME & PROGRESS CHART:

i. TIME OF COMPLETION:

The entire work is to be completed in all respects within the stipulated period. The work shall be deemed to commence within 14 days from the date of acceptance letter or date of handing over site, whichever is earlier. Time is the essence of the contract and shall be strictly observed by the contractor.

The work shall not be considered as complete until the Employer / Consultant have certified in writing that the work has been virtually completed and defect liability period shall commence from the date of such certificate.

iii. EXTENSION OF TIME::

- (a) The time allowed for execution of the Works by the Contractor as specified or the extended time in accordance with these conditions shall be the essence of the Contract. If the contractor commits default in the execution of the work as aforesaid, the Employer shall without prejudice to any other right or remedy available in law be at liberty to forfeit the earnest money absolutely.
- (b) Request for extension of time, to be eligible for consideration, shall be made by the contractor to the accepting authority in writing within fourteen days of the happening of the event causing delay. The contractor shall also, if practicable, indicate in such a request the total period for which extension is desired, overlapping period, if any, with earlier events causing delays.
- (c) In such case the authority may give a fair and reasonable extension of time for completion of work. Such extension shall be communicated to the contractor by the Employer in writing, within 3 weeks of the

date of receipt of such request. Non application by the contractor for extension of time shall not be a bar for giving a fair and reasonable extension by the Employer and this shall be binding on the contractor.

- (d) The decision of the Employer for an extension of time for completion hereunder (which decision shall be final and binding on the contractor) shall be promulgated on completion of the work or at the conclusion of such events based on which the extension of time was sought by the contractor, and the Employer shall then, in the event of an extension being granted, determine and declare the final completion date. The provision in clause with respect to payment of Liquidated Damages shall, in such case, be read and construed as if the extended date fixed by the Employer were substituted for and the damage shall be deducted accordingly.

iii. **PROGRESS OF WORK:**

During the period of work, the contractor shall maintain proportionate progress on the basis of a program chart submitted by the contractor or prepared by the consultant or by the Architect whoever is responsible for such program of work. Contractor shall plan for procurement of materials, equipments well in advance and reflect the same in a progress chart so that there is no delay on the part of the contractor in completion of the project. Maintenance and production of such records as and when required shall be the responsibilities of the contractor.

15. LIQUIDATED DAMAGES::

Time is the essence of the contract. The completion of the works is essential to comply with various requirements of the bank. Thus if the Contractor fails to complete the works within the time for completion stated in the Notice Inviting the Tender or within any extended time under hereof, the Contractor shall pay the Employer the sum at the rate of **1%(one per cent) of the Contract Value per week and part thereof of delay subject to a limit of 10%(ten percent) of the Contract Value as "Liquidated damages" for the period during which the said works shall so remain incomplete or the Employer may deduct aforesaid sum towards such damages from any monies due to the Contractor.**

For this purpose the term 'Contract Value' shall be value at the contract rates of the work as ordered / accepted.

The Employer shall have the right to adjust, / set-off against any sum payable to the contractor under this or any other contract with the Employer anywhere in India/out side India.

16. TOOLS, STORAGE OF MATERIALS, PROTECTIVE WORKS AND SITE OFFICE REQUIREMENTS:

The contractor shall provide, fix up and maintain his establishment in an approved position at site and clear away on completion of the works and make good all works disturbed. The contractor shall not fix or place any placards or advertisement of any description or permit the same to be fixed or placed in or upon any hoarding, gantry, building structure other than those approved by the Employer. No fixtures or materials to be placed in such a manner that can be considered dangerous to the installation and to the persons working or passing by or visiting the site.

Storage of materials: The contractors shall make use of existing facilities with due permission of the Employer for storage of materials at site, but watch & ward arrangements for the safety of materials shall be the responsibility of the contractor.

All offensive, inflammable materials shall not be stored in the premises.

17. NOTICE AND PATENTS OF APPROPRIATE AUTHORITY AND OWNERS:

The contractor shall conform to the provisions of any Acts of the Legislature relating to the work, and to the regulations and bye-laws of any authorities, and or other Companies (Indian or International), and / or Statutory Authorities, with whose system and design or technical knowhow are/were proposed to have connection with this work. So also the contractor shall before making any variations from the drawings or specification that may be associated to so conform, give the Employer / Consultant written notices specifying the variations proposed to be made and the reasons for making them and apply for instruction thereon. The Employer / Consultant on receipt of such intimation, shall give a decision within a reasonable time.

The contractor shall arrange to give all notices required for by the said Acts, regulations or Bye-laws to be given to any authority, and to pay to such authority or to any public officer all fees that may be properly chargeable in respect of the work and lodge the receipts with the Employer.

The contractor shall indemnify the Employer against all claims in respect of patent rights, royalties, and damages to buildings, roads or members of public in course of execution of work and shall defend all actions arising from such claims and shall keep the Employer indemnified in all respects from such actions, cost and expenses.

18. CLEARING SITE AND SETTING OUT WORKS::

The site of work shown shall be cleared of all obstructions, waste materials, and rubbish of all kinds. All material damages on the place of work on the walls, ceiling or flooring or any other connected equipments, materials or installations shall be re-done to maintain the originality and leveled at the contractors own cost. The contractors shall set out the works and shall be responsible for the true and perfect setting out the works and for the correctness of the positions, levels, dimensions and alignment of all parts thereof. If at any time, any error shall appear during the progress of any part of the work, the contractor shall at his own expenses rectify such error, if called upon to the satisfaction of the Employer.

19. FIXING, FASTENING OF EQUIPMENTS::

The contractor is to fix the equipments on the floor by means of appropriate method so that such equipments fixed on to the floor shall not fall by its own or by natural movements of wind, air normal human operations and shall adopt the best engineering traditions and use appropriate tools in such operations.

The contractor while fixing any material or equipment to be suspended from the ceiling, shall use fasteners of suitable strength to hold the weight of the suspended system/equipment or material and such fasteners shall be fixed by means of power drills. The contractor shall not chip the ceiling unless ordered & approved by the engineer-in-charge.

The contractor shall not puncture the existing civil structures like beams, columns and shall not undertake any type of activity which could affect the structural stability. He shall be responsible for any damages and costs in its rectification.

20. CONTRACTOR IMMEDIATELY TO REMOVE ALL OFFENSIVE MATTERS:

All waste materials and other matters of any offensive nature shall be taken out once the works are completed. The contractor shall keep the works free from dangerous materials like industrial gases, welding machines and any such devices or material of toxic and poisonous nature shall not carry within the site or building any material which are explosive in nature. Any such offensive materials which are essentially required in course of work shall be undertaken with due written permission of the Employer provided such materials are permissible under Law.

21. ACCESS:

Any authorised representatives of the Employer shall at all reasonable times have free access to the works and / or to the workshops, factories or other places where materials or equipments are being prepared or constructed for the work and also to any place where the materials are lying or from where they are being obtained, and the contractor shall extend necessary facility to the Employer or their representatives for inspection examination and testing of the quality & workmanship of the materials.

22. MATERIALS, WORKMANSHIP, SAMPLES, TESTING OF MATERIALS::

All the works specified and provided for in the specifications or which may be required to be done in order to perform and complete any part thereof shall be executed in the best and most workmanlike manner with materials of the best and approved quality of the respective kinds in accordance with the particulars contained in and implied by the specifications and as represented by the drawings or according to such other additional particulars, and instructions as may from time to time be given by the Employer / Consultant during the execution of the work, and to his entire satisfaction.

If required by the Employer / Consultant the contractor shall have to carry out tests on materials and workmanship in approved material testing laboratories or as prescribed by the Employer / Consultant at his own cost to prove that the materials etc. under test conform to relevant I.S. standards or as specified in the specifications. The necessary charges for sample material, transporting, testing etc. shall have to be borne by the contractor.

All material must be the best of their kind available and the contractors must be entirely responsible for the proper and efficient carrying out of the work. Samples of all the materials to be used must be submitted to the Employer / Consultant when so directed by the Employer.

Should the work be suspended by any reason, the contractor shall take all precautions necessary for the protection of work and at his own expenses shall make good any damages arising from any of these causes.

23. REMOVAL OF IMPROPER WORK::

The Employer shall during the progress of the work have power to order in writing from time to time the removal from the work within such reasonable time or times as may be specified in the order of any materials which in the opinion of the Employer / Consultant are not in accordance with specification or instructions, the substitution or proper re-execution of any work executed with materials or workmanship not in accordance with drawings and specifications or instructions.

In case the contractor refuses to comply with the order the Employer shall have the power to employ and pay other agencies to carry out the work and all expenses consequent thereon or incidental thereto as certified by the Employer / Consultant shall be borne by the contractor or may be deducted from any money due to or that may become due to the contractor. No certificate which may be given by the Engineer in charge/consultant shall relieve the contractor from his liability in respect of unsound work or bad materials or design.

24. CONTRACTOR'S EMPLOYEES::

The contractor shall employ technically qualified and competent supervisors for the work who shall be available (By turn) throughout the work and shall participate during site meetings and be available to take and comply with instructions of the Employer / Consultant. In case of electrical works as per statutory Acts & Rules of Electricity Board, the persons so employed shall have the requisite supervisory permit or wireman permit for appropriate nature of work undertaken.

No Child Labour: No labour below the age of eighteen years shall be employed on the work. In case of electrical works, the labour employed by the tenderer or their sub-

contractor should be authorised person as permitted by the Chief Electrical Inspectorate office of the respective State Government. The Employer shall not be responsible for any deviation and the tenderers shall indemnify the Employer from any legal action or in any way directly or indirectly.

Labour Legislation: The tenderer shall comply with the provisions of the payment of Wages Act, 1936, Minimum Wages Act, 1948, Employees Liability Act, 1938, Workmens Compensation Act, 1923, Industrial Disputes Act, 1947, Maternity Benefits Act, 1961, and the Contractors Labour (Regulation and Abolition) Act 1970, or the modifications thereof or any other laws relating thereto and the rules made there under from time to time.

The tenderer shall, notwithstanding the provisions of any contract to the contrary, cause to be paid fair wage to labour indirectly engaged on the work, including any labour engaged by his sub-contractors in connection with the said work, as if the labour had been immediately employed by him.

The tenderer shall indemnify and keep indemnified the Employer against payments to be made under and for the observance of the laws aforesaid and the Contractors Labour Regulations without prejudice to his right to claim indemnify from his sub- contractors. The laws aforesaid shall be deemed to be a part of this contract and any breach thereof shall be deemed to be a breach of this contract.

COMPLIANCE OF LABOUR REGULATIONS :

- i. The Tenderer shall at his own expense arrange for all the safety provisions for the safety of all workers and employees directly or indirectly employed on the work by the tenderer or his sub-contractors.
- ii. The Tenderer shall be fully responsible for compliance at his own expense all the labour regulations and rules to be observed by him and his sub- contractors and by the Employer as Principal Employer of workers. The Tenderer shall fully indemnify the Employer against any action by the state and/or Central Government for any default or alleged default by the Tenderer, Sub-contractor or Employer of any of such rules and regulations. If, due to any default of the tenderer or his sub-contractors, the Employer has to incur any expenditure for compliance of the rules and regulations or for any other reason connected with such default, the Employer shall be entitled to recover from the tenderer all such expenditure in full from any payment due to the tenderer.

25. DISMISSAL OF WORKMEN:

The contractor shall on request of the Employer immediately dismiss or take off from the works any person employed thereon by him, who may in the opinion of the

Employer be unsuitable or incompetent or who may misconduct himself. Such discharge shall not be the basis of any claim for compensation or damages against the Employer or any of their officers or employee.

26. ASSIGNMENT::

The whole of the works included in the contract shall be executed by the contractor and the contractor shall not directly or indirectly transfer, assign or underlet the contract or any part, share or interest therein nor, change in constitution and no subletting shall relieve the contractor from the full and entire responsibility of the contract or from active superintendence of the work during their progress.

27. DAMAGE TO PERSONS AND PROPERTY INSURANCE ETC:

Damages to persons : The Tenderer shall be responsible for all injury to the work or workmen to persons, animals or things and for all damages to the structural and/or decorative part of property which may arise from the operations or neglect of himself or of any sub-contractor or of any of his or a sub- contractors employees, whether such injury or damage arise from carelessness, accident or any other cause whatsoever in any way connected with the carrying out of this contract.

The clause shall be held to include interalia, any damages to buildings whether immediately adjacent or otherwise, and any damage to roads, streets, footpaths or ways as well as damages caused to the buildings and the works forming the subject of this contract by rain, wind or other inclemency of the weather.

The tenderer shall indemnify the employer and hold harmless in respect of all and any expenses arising from such injury or damages to persons or property as aforesaid and also in respect of any claim made in respect of injury or damage under any acts of compensation or damage consequent upon such claim. Damages to property: The Tenderer shall reinstate all damage of every sort mentioned in this clause, so as to deliver the whole of the contract works complete and perfect in every respect and so as to make good or otherwise satisfy all claims for damages to the property or third parties.

The tenderer shall effect the insurance necessary and indemnify the employer entirely from all responsibility in this respect. The insurance must be placed with a company approved by the employer and must be effected jointly in the name of the contractor and the employer and the policy lodged with the latter. The scope of insurance is to include loss or damage to the work and workmen due to carelessness, accident including fire, earthquake, floods, etc., damage or loss to the contract itself till this is made over a complete state. Insurance is compulsory and must be effected from the very initial stage. The contractor shall also be responsible for anything which may be excluded from damage to any property arising out of incidents, negligence or defective carrying out of this contract.

The employer shall be at liberty and is hereby empowered to deduct the amount of any damages, compensations, costs, charges and expenses arising or occurring from or in respect of any such claim or damages from any sums due or to become due to the contractor.

If the tenderer or his working people or servants shall break, deface, injure or destroy any part of building in which they may be working, or any building, road, road curb, fence, enclosure, water pipe, cables, drains, electrical cables or telephone post or wires, trees, grass or grass land, or cultivated ground contiguous to the premises on which the work or any part is being executed, or if any damage shall happen to the work while in progress, from any cause whatever or if any defect, or other faults appear in the work within twelve months after a certificate final or otherwise or its virtual completion shall have been given by the Employer as aforesaid arising out of defect or improper materials or workmanship the tenderer shall upon receipt of a notice in writing on that behalf make the same good at his own expense or in default the Employer/Engineer-in-Charge cause the same to be made good by other workmen and deduct the expense from any sums that may be then or at any time thereafter may become due to the tenderer, or from his security deposit, or the proceeds of sale thereof or of a sufficient portion thereof.

INSURANCE :: In his own interest the contractor shall insure the works and keep them insured until the virtual completion of the contract against loss or damages by fire and/or earthquake, flood. The insurance must be placed with a company approved by the Employer, in the joint names of the employer and the contractor for such amount and for any further sum if called to do so by the employer and lodge receipts of premiums paid with the employer within 21 days from the date of issue of letter of acceptance unless otherwise instructed.

The contractor in case of rebuilding or reinstatement after fire shall be entitled to extension of time for completion as the employer/consultant may deem fit.

28. ACCOUNTS RECEIPTS & VOUCHERS:

The contractor shall, upon the request of the Employer furnish them with all the invoices, accounts, receipts and other vouchers that they may require in connection with the works under this contract. If the contractor shall use materials less than what is required under the contract, the value of the difference in the quantity of the materials that was required to use and that actually used shall be deducted from his dues. The decision of the Employer shall be final and binding on the contractor as to the amount of materials the contractor is required to use for any work under this contract.

29. MEASUREMENT:

Before taking any measurement of any work the contractor shall give reasonable notice to the consultant or the representatives of the Employer or the site engineer if any, and measurements particularly concealable in nature shall be jointly taken and recorded and such statement of measurement shall be enclosed along with the bill or running bills. In the event of such measurement taken directly by the contractor the details shall be recorded and routes be marked for inspection of the consultant or engineer-in-charge.

Any deviation or discrepancies observed by the engineer-in-charge or the consultant shall be brought to the notice of the contractor or their representatives and during such inspection and measurement if the contractor fails to be present the certification of the engineer-in-charge or the consultant shall be final and binding on the contractor and the contractor shall have no right to dispute the same.

30. PAYMENT TERMS, ADVANCE PAYMENT & ITS RECOVERY::

Payment Terms:

All bills shall be prepared by the contractor in the form agreed or furnished by the Employer. Normally "No payment" shall be made for a work, estimated to cost Rs. Fifty thousand or less but for the final bill after the whole of the work has been completed and certificate of completion recorded.

i). Payments to the contractor will be regulated as below:

- a). Initial advance to the extent of 25% of the contract value shall be paid within 15 days of the order to commence the work against contractor executing an acceptable Bank Guarantee for the amount in favor of Canara Bank, Valid for the contract period.
- b). Further 65% pro-rata payment shall be made upon supply and installation at site duly supported by documents / vouchers. In case of delay in installation due to any reason not attributable to the contractor, payment will be made for supply and restricted to 50% of the quoted rate and the balance 15% shall be paid after installation.
- c). The balance 10% shall be released after successful commissioning and testing as per stipulated norms and to the satisfaction of the engineer-in-charge / consultant. i.e. after virtual completion.

(ii) All such interim payments accepted by the Contractor shall be regarded as payments by way of advances against final payment only. These shall not preclude bad, unsound and imperfect or unskilled work to be rejected, removed, taken away and reconstructed or re-erected.

Any certificate given by the Engineer-in-charge / consultant relating to the work done or materials delivered forming part of such payment, may be modified or corrected by any subsequent such certificate(s) or by the final certificate and shall not

by itself be conclusive evidence that any work or materials to which it relates is/are in accordance with the contract and specifications.

Any such interim payment, or any part thereof shall not in any respect conclude, determine or affect in any way powers of the Engineer-in-charge/employer under the contract or any of such payments be treated as final settlement and adjustment of accounts or in any way vary or affect the contract.

Pending consideration of extension of date of completion interim payments shall continue to be made as herein provided.

All the payments, interim or otherwise other than the initial advance, are subject to statutory deductions of Income Tax & its Surcharge, Sales tax deductions as notified by respective Local State Government/Authority and any such instructions conveyed from time to time. From the interim bills, the retention money as detailed else wherein this tender shall also be deducted.

The final bill shall be submitted by the contractor within 1 (one) month from the date of completion of work or from the date of certification of virtual completion certified by the engineer-in-charge/consultant.

FINAL PAYMENT :

- (1) The Tenderer shall submit the final bill in the same manner as specified in interim bills within one month of physical completion of the work or within 15 days of the date of the final certificate of completion furnished by the Engineer-in-Charge / consultant whichever is earlier. No further claims shall be made by the tendered after submission of the final bill or on acceptance of the final payment and these shall be deemed to have been waived and extinguished.
- (2) The final payment is subject to deduction of Total Security Deposit to be retained during the defect liability period as described in the condition of contract.

31. VARIATION /DEVIATION:

The Engineer-in-Charge / Consultant with the specific approval of the Employer shall have power to make alteration in, omissions from, additions to or substitutions for the original specifications, drawings, designs and instructions that may appear to him to be necessary or advisable during the progress of the work, and the tenderer shall be bound to carry out the works in accordance with any instructions given to him in writing signed by the Engineer- in-Charge / Consultant. Such alterations, omissions, additions or substitution shall form part of the contract as if originally provided therein and any altered , additional or substituted work which the tenderer may be directed to do in the manner specified above as part of the works, shall be carried out by the tenderer on the same conditions in all respects including price on which he agreed to do the main work except as hereafter provided.

- (a) No work which radically changes the original nature of the contract shall be ordered by the Engineer-in-Charge as a deviation.
- (b) In the event of any deviation being ordered which in the opinion of the tenderer changes the original nature of the Contract, he shall within fifteen days of having been so ordered bring this to the notice of the Employer with the reasons but nevertheless carry it out and the disagreement as to the nature of work and the rate to be paid therefore shall be resolved in accordance with Clause under caption "SETTLEMENT OF DISPUTES AND ARBITRATION".
- (c) The tendered rates, shall hold good for any increase or decrease in the tendered quantities up to variation of 25% and as stipulated elsewhere for legitimate completion of works as per original design or scope of work and on account of any modification or alteration suggested and where the variation is for the respective item is beyond 25%, the rate for the respective item may be reviewed on mutually agreed terms.

32. SUBSTITUTION:

Should the contractor desire to substitute any materials and workmanship, He must obtain the approval of the Employer / Consultant in writing for any such substitution well in advance. In respect of Materials whose makes are not specified in the tender, specific approval of the Employer / Consultant has to be obtained in writing before their usage.

33. PREPARATORY WORK FOR UTILISATION OF THE FACILITY AFTER COMPLETION:

The whole of the work will be thoroughly inspected by the contractor and deficiencies and defects set right. On completion of such inspection the contractor shall inform the Employer / Consultant that they have completed the work and it is ready for inspection. On completion the contractor shall clean all the area and its surroundings, equipments etc. and will leave the entire area clean and ready for immediate usage to the satisfaction of the Employer.

34. CLEARING SITE ON COMPLETION:

On completion of the works the contractor shall clear away and remove from the site all constructional materials, plant & equipments, tools, surplus materials, scraps, rubbish and temporary works of every kind and leave the whole of the site and the works clean and in a workmanlike condition to the satisfaction of the Employer. In the event of failure to clear the site as required the Employer have the right to undertake the same engaging other agency and the same shall be at the cost of the contractor and liable for deductions in the payments due to the contractor and the contractor shall not dispute such payments.

35. DEFECT AFTER COMPLETION:

The contractor shall make good at his own cost and to the satisfaction of the Employer all defects, or other faults which may appear during the defect liability period.

In case of specialised work based on the contractors own design and their standard manufacturing product incorporated in the works and in the event of the design of the system being defective or any components used found to be defective on account of manufacturing defects or otherwise forcing, any improvement thereof to be implemented or undertaken to rectify such inherent defects, notwithstanding additional cost of components or design modification, they shall be undertaken at contractors own cost.

In default, the Employer may employ and pay other agency or persons to amend and make good such damages, losses and expenses consequent thereon or incidental thereto such expenses shall be made good and borne by the contractor failing which the same shall be recoverable from the payment due to the contractor and in the event of amount retained being insufficient, recover the balance from the contractor from the amount retained together with any expenses the Employer may have incurred in connection therewith.

36. CONCEALED WORKS:

The contractor shall give due notice to the Employer/Consultant wherever any work is to be buried or concealed in the building in the earth, flooring, walls or otherwise becoming inaccessible later on, in order that the work may be inspected and correct dimensions or measurements taken before such burial. In default whereof the same shall, in the opinion of the Employer / Consultant be either opened up for measurement at the contractors expenses or no payment may be made for such materials. Should any dispute or difference arise after the execution of any work as to measurements etc. or other matter which cannot be conveniently tested or checked, the notes / certification of the Engineer-in-charge / Consultant shall be accepted as correct and binding on the contractor.

37. ESCALATION :

The rate quoted shall be firm throughout the tenure of the contract (including extension of time, if any granted) and will not be subject to any fluctuation due to increase in cost of materials, labour, taxes etc. unless specifically provided in these documents.

38. IDLE LABOUR:

Whatever the reasons may be, no claim for idle labour, additional establishment cost of hire and labour charges of tools and plants would be entertained under any circumstances.

39. SUSPENSION OF WORKS:

Subject to other provisions contained, the Employer may without prejudice to his any other rights or remedy against the tenderer in respect of any delay in commencing, completing or during the progress of work or inferior workmanship, may serve notice in writing absolutely determine and cancel the contract in any of the following cases;

- i. If the contractor having been given by the Employer / Consultant a notice in writing to rectify, reconstruct or replace any defective work or that the work is being performed in any inefficient or otherwise improper or un-workman like manner shall comply with the requirement of such notice for a period of seven days thereafter.
- ii. If the contractor being a company shall pass a resolution or the court shall make an order that the company shall be wound up or if a receiver or a manager on behalf of a creditor shall be appointed or if circumstances shall arise which entitle the court or the creditor to appoint a receiver or a manager or which entitle the court to make a winding up order.
- iii. If the contractor has without reasonable cause failed to commence the work or has suspended the progress of the work or has failed to proceed with the work with due diligence so that in the opinion of the Employer (which shall be final and binding) he will be unable to secure completion of the work by the date for completion and continues to do so after a notice in writing of seven days from Employer.
- iv. If the contractor fails to complete the work within the stipulated date or items of work with individual date of completion, if any stipulated, on or before such date (s) of completion and does not complete them within the period specified in a notice given in writing in that behalf by the Engineer-in-charge/ Consultant.
- v. If the contractor persistently neglects to carry out his obligations under the contract and/or commits default in complying with any of the terms and conditions of the contract and does not remedy it or take effective steps to remedy it within 7 days after a notice in writing is given to him in that behalf by the Engineer-in-charge/Consultant.
- vi. If the contractor commits any acts mentioned in terms of tender hereof: And when the contractor has made himself liable for action under any of the cases aforesaid, the Employer shall have powers::
 - a) To determine or rescind the contract of which termination or rescission notice in writing to the contractor under the hand of the Employer shall be conclusive evidence. Upon such determination or rescission, the security deposit of the contractor shall be liable to be forfeited and shall be absolutely at the disposal of Employer.

b) In any such event the contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials or entered into any engagements or made any advances on account or with a view to the execution of the work or the performance of the contract. And in case action is taken under any of the provisions aforesaid, the contractor shall not be entitled to recover or be paid any sum for any work thereto or actually performed under this contract unless and until the Engineer- in-charge has certified in writing the performance of such work and the value payable in respect thereof and he shall only be entitled to be paid the value so certified; Provided further that any of the recoveries to be made when the excess cost incurred by the Employer is more than the Security Deposit to be forfeited, such recoveries shall be limited to the amount by which the excess cost incurred exceeds the Security deposit so forfeited.

In any case in which any of the powers conferred upon the Employer hereof, shall have become exercisable & the same shall not be exercised, the non-exercise thereof shall not constitute a waiver of any of the conditions hereof and such powers shall notwithstanding be exercisable in the event of any future case of default by the contractor and the liability of the contractor for compensation shall remain unaffected.

40. TERMINATION OF CONTRACT BY EMPLOYER:

If the contractor:

- (a) at any time makes default in proceeding with the works or any part of the work with due diligence and continues to do so after a notice in writing of 7 days from the Engineer-in- Charge; or
- (b) commits default in complying with any of the terms and conditions of the Contract and does not remedy it or take effective steps to remedy it within 7 days after a notice in writing is given to him in that behalf by the Engineer-in- Charge; or
- (c) fails to complete the works or items of work with individual dates of completion, on or before the date(s) of completion, and does not complete them within the period specified in a notice in writing is given to him in that behalf by the Engineer-in-Charge/ Consultant; or
- (d) shall offer or give or agree to give to any person in Bank service or to any other person on his behalf any gift or consideration as an inducement or reward for favouring him in relation to the obtaining or execution of this or any other Contract for the Employer or;
- (e) shall enter into a Contract with the Bank in connection with which commission has been paid or agreed to be paid by him or his knowledge, unless the particulars of any such commission and the terms of payment thereof have been previously disclosed in writing to the Accepting Authority/Engineer-in-Charge; or

- (f) shall obtain a Contract with the Employer as a result of wrong tendering or other unethical methods of competitive tendering; or
- (g) being an individual, or in a firm, any partner thereof shall at any time be adjudged insolvent or have a receiving order or order for administration of his estate made against him or shall take any proceedings for liquidation or composition (other than a voluntary liquidation for the purpose of amalgamation or reconstruction) under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or composition or arrangement for the benefit of his creditors or purport so to do, or if any application be made under any Insolvency Act for the time being in force for the sequestration of his estate or if a trust deed be executed by him for benefit of his creditors; or
- (h) being a company, shall pass a resolution or the Court shall make an order for the winding up of the company or a receiver or manager on behalf of the debenture holders or others shall be appointed or circumstances shall arise which entitle the Court or debenture holders to appoint a receiver or manager; or
- (i) shall suffer an execution being levied on his goods and allow it to be continued for a period of 21 days; or
- (j) assigns, transfers, sublets (engagement of labour on a piece-work basis or of labour with materials not to be incorporated in the work, shall not be deemed to be subletting) or otherwise parts with or attempts to assign, transfer sublet or otherwise parts with the entire works or any portion thereof without the prior written approval of the Accepting Authority;

The Accepting Authority may, without prejudice to any other right or remedy which shall have accrued or shall accrue thereafter to the Employer, by a notice in writing cancel the contract as a whole or only such of items in default from the tenderer.

The Engineer-in-Charge / Consultant shall on such cancellation by the accepting authority have powers to, for which the contractor shall hereby unconditionally agree ::

- (a) to take possession of the Site and any materials, constructional plant, implements, stores, etc., thereon; and/or
- (b) to carry out the incomplete work by any means at the risk and cost of the Tenderer.

On cancellation of the Contract in full or in part, the Engineer-in-Charge / Consultant shall determine what amount, if any, is recoverable from the contractor for completion of the works or part of the Works or in case the Works or part of the Works is not to be completed, the loss or damage suffered by the Employer. In determining the amount, credit shall be given to the contractor for the value of the work executed by him up to the time of cancellation, the value of contractors materials taken over and incorporated in the work.

Any excess expenditure incurred or to be incurred by the Employer in completing the Works or part of the Work or the excess, loss or damages suffered or may be suffered by the Employer as aforesaid after allowing such credit shall without prejudice to any other right or remedy available to Employer in law be recovered from any money due to the Tenderer on any account, and if such moneys are not sufficient the Tenderer shall be called upon in writing and shall be liable to pay the same within 30days.

If the Contractor shall fail to pay the required sum within the aforesaid period of 30 days, the Engineer-in-Charge / Consultant with the approval of the Employer shall have the right to sell any or all of the Contractors unused materials, constructional plant, implements, temporary buildings, etc. and apply the proceeds of sale thereof towards the satisfaction of any sums due from the Contractor under the Contract and if thereafter there be any balance outstanding from the Contractor, it shall be recovered in accordance with the provisions of the Contract.

Any sums in excess of the amounts due to the Employer and unsold materials, constructional plant, etc., shall be returned to the Contractor, provided always that if cost or anticipated cost of completion by the Employer of the Works or part of the Works is less than the amount which the Contractor would have been paid had he completed the Works or part of the Works, such benefit shall not accrue to the Contractor.

41. SETTLEMENT OF DISPUTES AND ARBITRATION:

It shall be an inseparable part of the contract that in matters regarding quality of materials, workmanship, removal or rejection of improper work, interpretation of the drawings and specifications, measurements of materials and/or items of work, mode of procedure and carrying out of the work, the decision of the Engineer-in-Charge/ Consultant which shall be given in writing, shall be final, conclusive and binding on the tenderer.

- (a) If the tenderer considers any work demanded of him to be outside the requirements of the contract, or considers any drawings record or decision given in writing by the Engineer-in-Charge / Consultant on any matter in connection with or arising out of the contract or carrying out of work, to be unacceptable, he shall promptly within 15 days request the Employer in writing for written instruction or decision. Thereon, the Employer shall give his written instructions or decision within a period of two months from the receipt of the tenderers letter.
- (b) Upon receipt of such written instructions or decision the tenderer shall promptly proceed without delay to comply with such instructions or decisions. If the Employer failstogivehisinstructionsordecisioninwritingwithinaperiodoftwomonthsafter

being requested or if the tenderer is dissatisfied with the instructions or decision of the Employer, the Contractor may within 30 days appeal to the designated Appellant Authority of the Employer who shall afford an opportunity to the tenderer to be heard and to offer evidence in support of his appeal. If he is dissatisfied with this decision, the tenderer shall within a period of thirty days from receipt of the Appellant Authority of the decision shall indicate his intention to refer the dispute to Arbitration, failing which the said decision shall be final and conclusive and not referable to adjudication by the Arbitrator.

All disputes or differences in respect of which decisions have not been final, binding and conclusive as above shall be referred for adjudication by the arbitration by a Sole Arbitrator appointed as follows:

Within one month of receipt of notice from any party to the contract for appointment of the Arbitrator the Appellant Authority, in charge of the work at the time of such appointment shall send to the tenderer a panel of three names of persons who shall not presently be connected with the work. The tenderer shall within fifteen days of receipt of this list select and communicate to the Appellant Authority the name of one person from the list who shall then be appointed as the sole arbitrator by the Appellant Authority.

If tenderer fails to communicate his selection of name, within the stipulated period, the Appellant Authority shall without delay select one person from the list and appoint him as Sole Arbitrator. If the Appellant Authority fails to send such a list within one month as stipulated, the tenderer shall send a similar list to the Appellant Authority within 15 days. The Appellant Authority shall then select one person from the list and appoint him as the Sole Arbitrator within 30 days of the receipt of the list. If the Appellant Authority fails to do so the tendered shall communicate to the Appellant Authority the name of one officer from the list who shall then be the Sole Arbitrator.

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 in the manner aforesaid. Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor.

It is term of this contract that the party invoking arbitration shall give a list of disputes with amounts claimed in respect of each such dispute along with the notice for appointment of arbitrator and giving reference to the rejection by the Appellant Authority of the appeal and a copy of his notice(s) of intention to refer the dispute to arbitration of such disputes as mentioned in Part (ii) above failing which the notice

for appointment of the Arbitrator shall not be treated as notice for appointing the arbitrator.

It is also a term of this contract that no person other than a person appointed by Appellant Authority, in charge of the work as aforesaid should act as arbitrator and if for any reason that is not possible, the matter shall not be referred to arbitration at all.

It is also a term of the contract that if the tenderer does not make any demand for appointment of arbitration in respect of any claims in writing as aforesaid within 90 days of receiving the intimation from the Employer that the final bill is ready for payment, the claim of the contractor shall be deemed to have been waived and absolutely barred and the Employer shall be discharged and released of all liabilities under the contract in respect of these claims. No party shall be entitled to bring any claim to arbitration if the arbitrator has not been appointed before the expiry of sixty days after defect liability period.

The arbitration shall be conducted in accordance with the provisions of the Indian Arbitration Act, 1940, or any statutory modification or re-enactment thereof and the rules made there under and for the time being in force shall apply to the arbitration proceeding under this clause.

The arbitrator may from time to time with the consent of the parties enlarge the time for making and publishing the award.

It is also a term of the contract that any fees TA, DA and other charges are payable to the Arbitrator shall be paid by both the parties equally.

It is also a term of the contract that the Arbitrator shall be deemed to have entered on the reference on the date of first hearing. The venue of the arbitration shall be such a place as may be fixed by the Arbitrator in his sole discretion. The fees, and charges of the Arbitrator shall, if required to be paid before the award is made and published, be paid equally by each of the parties. The cost of the reference and of the award (including the fees, if any, of the Arbitrator) shall be in the discretion of the Arbitrator who may direct to and by whom and in what manner, such costs or any part thereof shall be paid and 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.

42. RIGHT TO AUDIT/TECHNICAL EXAMINATION :

The Employer shall have the right to cause an audit and technical examination of the works and the final bills of the contractor including all supporting vouchers, abstract,

etc., to be made even after payment of the final bill and if as a result of such audit and technical examination any sum is found to have been overpaid in respect of any work done by the tenderer under the contract or any work claimed to have been done by him under the contract and found not to have been executed, the tenderer shall be liable to refund the amount of over-payment and it shall be lawful for the Employer to recover the same from him in any other manner legally permissible and if it is found that the tenderer was paid less than what was due to him under the contract in respect of any work executed by him under it, the amount of such under payment shall be duly paid by the Employer to the tenderer, without any interest thereon; Provided that the tenderer shall not be entitled to payment of any sum paid short where such payment has been agreed upon between the Employer on the one hand and the tenderer on the other under any term of the contract permitting payment for work after assessment by the Engineer-in-Charge/Consultant.

43. LIEN :

- (a) Whenever any claim or claims for payment of a sum of money arises out of or under the contract against the contractor, the Employer shall be entitled to withhold and also have a lien to retain such sum or sums in whole or in part from the security, if any deposited by the tenderer and for the purpose aforesaid, the Employer shall be entitled to withhold the security deposit, if any, furnished as the case may be and also have a lien over the same pending finalisation or adjudication of any such claim. In the event of the security being insufficient to cover the claimed amount or amounts or if no security has been taken from the contractor, the Employer shall be entitled to withhold and have a lien to retain to the extent of such claimed amount or amounts referred to above, from any sum or sums found payable or which may at any time thereafter become payable to the contractor under the same contract or any other contract with the Employer pending finalization or adjudication of any such claim.
- (b) Any sum of money due and payable to the contractor (including the security deposit returnable to him) under the contract may be withhold or retained by way of lien by the Employer or any other contracting person or persons through Engineer-in-Charge against any claim of the Employer or such person or persons in respect of payment of a sum of money arising out of or under any other contract made by the contractor with the Employer or with such other person or persons.
- (c) It is an agreed term of the contract that the sum of money or moneys so withheld or retained under the lien referred to above by the Employer will be kept withheld or retained as such by the Employer till the claim arising out of or under the contract is determined by the arbitrator (if the contracts governed by the arbitration clause) or by the competent court, as the case may be and that

the tenderer will have no claim for interest or damages whatsoever on any account in respect of such withholding or retention under the lien referred to above and duly notified as such to the tenderer. For the purpose of this clause, where the tenderer is a partnership firm or a limited company, the Employer shall be entitled to withhold and also have a lien to retain towards such claimed amount or amounts in whole or in part from any sum found payable to any partner/limited company as the case may be, whether in his individual capacity or otherwise.

44. EXTERNAL INSPECTION & AUDIT:-

- i. All works under or in course of execution or executed in pursuance of the Contract shall at all times be open and accessible to the inspection of the Quality Control Organisation of the Employer or any designated auditor / officials of the Employer and of the Chief Technical Examiner's Office under Central Vigilance Commission.
- ii. If it shall appear to the Engineer-in-Charge / consultant or to the Engineer in charge of Quality Control or any designated auditors / officials of the Employer or to the Chief Technical Examiner, that any work has been executed with unsound, imperfect, or unskillful workmanship, or with materials or articles provided by him for the execution of the work which are unsound or of a quality inferior to that contracted or otherwise not in accordance with the contract, the contractor shall, on demand made in writing within the defect liability period from the Engineer-in-Charge / consultant specifying the work, materials or articles complained of notwithstanding that the same may have been passed, certified and paid for earlier, forthwith rectify, or remove and reconstruct the work so specified in whole or in part, as the case may require and provide other proper and suitable materials or articles at his own charge and cost.
- iii. In the event of the contractor failing to do so within a period specified by the Engineer in-Charge / Consultant in his demand aforesaid, the contractor shall be liable to pay compensation at the same rate as under the clause of defects after completion for this default.
- iv. In such case the Engineer-in-Charge / consultant may not accept the item of work at the rates applicable under the contract but may accept such items at reduced rates as the Employer or the competent authority may consider reasonable during the preparation of on account bills or final bill if the item is so acceptable without detriment to the safety and without substantially affecting the utility of the item and the structure or he may reject the work outright without any payment and/or get it and other connected and incidental items rectified, or removed and re-executed at the risk and cost of the contractor. Decision of the Engineer-in-Charge to be conveyed in writing in respect of the same shall be final and binding on the tenderer.

Seal and Signature of the Tenderer/ Contractor with date

ANNEXURE - 4: TECHNICAL SPECIFICATIONS

Design, Supply, Installing, Testing And Commissioning of Two Nos. of 5 - Passenger Lift/ Elevator at Bank Owned Apartment at P G Road, Secunderabad.

The Contractor shall include for the supply of entire materials in accordance with this specification and the whole of the work and fixing necessary for the complete installation as set down in his specification and with the accompanying schedules. All apparatus, appliances, materials or labour which may be necessary for satisfactory installation and operation of the system in accordance with the intent or purpose of the specifications shall be considered to be in scope of work of the contract and shall be furnished without extra charges, as if fully described and called for in the specifications and/or shown in plans.

1.STANDARDS:

The following Indian Standard Specifications and Codes of Practice, currently applicable and updated as of date irrespective of dates given below, shall apply to the equipments and the work covered by this contract. In addition the relevant clauses of the Indian Electricity Act 1910 and Indian Electricity Rules 1956 as amended up to date shall also apply. Wherever appropriate Indian Standards are not available, relevant British and/or IEC Standards shall be applicable

1. Code of Practice for installation, operation and maintenance of electric passenger & goods lifts.IS-14665 (Part 2) Sec-1:2000
2. Code of practice for installation, operation and maintenance of electric service lift. IS-14665 (Part 2) Sec-2 :2000
3. Safety Rules Section-1 Passenger and Good lifts IS-14665 (Part 3) Sec-1 :2000
4. Safety Rules Section-2 - Service Lifts IS-14665 (Part 3) Sec-2 :2000
5. Outline dimension for electric lifts. IS-14665 (Part-1) :2000
6. Inspection Manual for Electric Lifts IS-14665 (Part 5) :1999
7. Electric Traction Lifts -Components
8. Installation And Maintenance of Lifts For Handicapped Persons (Code of Practice) IS-14665 (Part 4) Sec-1 to 9 :2001IS 15330:2003
9. Specification for lifts cables. IS-4289 (Par-1) : 1984 Reaffirmed1991
10. Specification for hot rolled and slit steel tee bars. IS-1173-1978 Reaffirmed1987
11. Method of loading rating of worm gear. IS-7443-1974 Reaffirmed1991
12. Code of practice for selection of standard worn and helical gear box.IS-7403-1974 Reaffirmed1991
13. Isometrics screw threads. IS-4218-(Part-II)1976 Reaffirmed1996
14. Degree of protection provided by enclosure for low voltage switchgear and control gear.IS-2147-1962

15. Classification of insulating materials for electrical machinery and apparatus in relation to their thermal stability in service. IS-1271- 1985 Reaffirmed1990
16. Code of practice for earthing.IS-3043-1987
17. Electrical installation Fire Safety of Building.IS-1646-1997
18. PVC insulated electric cable for working voltage up to and including 1100 volts. IS-694-1990
19. Code of practice for electrical wiring and installationIS-732-1989
20. PVC insulated (Heavy Duty) electric cables for working voltage up to and including 1100 volts. IS-1554-1988 (Part-1) 21. Flexible steel conduitsIS-3480-1966
22. Accessories for rigid steel conduit for electrical wiringIS-3837-1976
23. Boxes for the enclosure of electrical accessories IS-5133-1969 (Part1)
24. Guide for safety procedures and practices in electrical work. IS-5216- 1982(Part-1)
25. Conductors for insulated electric cables and flexible cordesIS-8130-1984
26. Miniature Circuit BreakersIS-8828-1996
27. Rigid steel conduits for electrical wiring (Second revisions) IS-9537- 1981
- 28 Methods of test for cablesIS-10810-1998
29. Earth Leakage Circuit Breakers.IS-12640-1988
30. Molded Case Circuit BreakersIS-13947-1993
31. General requirement for switchgear and control gear for voltage not exceeding 1000 volts.IS-13947-1993
32. 1100 volt grade XLPE insulated armored cables IS7098
33. Specifications for hoist way door-locks IS7754-1975
34. Rules for design, installation, testing and operation of lifts, escalators and moving parts. IS 1735-1975 In addition the relevant clauses of the following, as amended up to date shall apply.
 - a) The Indian Electricity Rules1956
 - b) The Indian Electricity Act1910
 - c) Fire safety regulations pertaining to lifts

The tenderers shall also take into account local and State regulations as in vogue for the design and installation of lifts.

2. TECHNICAL SPECIFICATIONS - GENERAL

a) GENERAL REQUIREMENTS

The Elevators shall include all elements confirming to specifications or as amended herein. Elevators covered by these specifications shall be provided, installed, tested, commissioned, certified and approved as per statutory requirements of Lift Inspectorate. Elevator shall have its own driving machine. The method of drive shall be Electric Traction with Gear less motor having VVVF Control. The design of the Elevators shall take into consideration fire prevention, elimination of dust and dirt traps, and easy accessibility for cleaning and routine maintenance.

b. ELECTRIC TRACTION DRIVESYSTEM

Traction Machine

The construction of all Elevator machines shall conform with IS-14665

Brake

- a) The Electro-magnetic brake with non-asbestos lining shall be spring applied and electrically released type having noiseless operation.
- b) The brake shall be capable of stopping and holding the Elevator car in its downward travel to rest with 125% of its rated load from the maximum governor tripping speed. In this condition the retardation of the Car shall not exceed that resulting from the operation of the Safety gear or stopping on the buffer.
- c) Springs used to apply the brake shoes (two nos.) shall be in compression and adequately supported.
- d) Brake linings shall be of renewable incombustible materials and shall be secured to the brake shoes such that normal wear shall not weaken their fixings. Band brakes shall not be used.
- e) No earth fault, short circuit or residual magnetism shall prevent the brake from being applied in the event of loss of power supply to the Elevator motor and control circuit.
- f) A means of adjusting the brake plunger stroke and releasing the brake in emergency shall be provided.
- g) The Elevator machine shall be fitted with a manual emergency device capable of having the brake released by hand and requiring a constant effort to keep the brake open.
- h) The fail safe break shall incorporate an approved design of brake switch i.e. pick up, hold, discharge. Brake coil shall be wired in series & their respective switches in parallel. The operation of brake shall be Thyristor controlled from solid state drive in order to affect minimum pick up time and synchronized start.

Driving Mechanism

Lift Machine

The lift machine shall be suitable for 415 volt 3 phase 50 Hz AC supply with a voltage variation of +10% and -20% and shall be placed directly above the hoist way on steel beams resting on machine room floor slab. The lift machine shall have high efficiency and low power consumption and shall be designed to withstand peak currents in lift duties. Means for manual operation of the lift car shall be made by providing winding wheel suitably marked to indicate the direction of the movement to enable the lift car to be brought to the nearest landing. There shall be a warning display for switching off electrical supply before the manual operations.

Driving Sheaves

- a) The sheaves shall be manufactured in steel or SG iron and fitted with sealed for life lubricated bearings.

- b) The sheaves shall have machined rope grooves that can be reworked for future wear.
- c) Adequate provision shall be made to prevent any suspension ropes leaving groove due to rope slack or introduction of foreign objects.

Alignment

- a) The brake plunger, collar, sleeve, motor, sheaves and all bearings shall be mounted and assembled so that proper alignment of these parts is maintained.
- b) The assembly shall be reviewed and rectified when excessive noise is emitted during operation.

Gearless Machines

The gearless machine shall consist of a motor traction sheave and brake drum or brake disc completely aligned on a single shaft. Gearless machine shall be AC gearless with VVVF drive.

Anti-Vibration Supports

The whole traction machine shall be mounted on appropriate anti-vibration supports to minimize noise and vibration.

c. CONTROL SYSTEMS

Description

The Lifts shall have state of art microprocessor based AC variable voltage variable frequency (ACVVVF) drive. Some of the technical parameters required are innumerate below.

- a) Starting current 1.2 - 1.5 times full load running current
- b) Power saving 50 -55%
- c) Leveling accuracy $\pm 3\text{mm}$
- d) Acceptable voltage fluctuation +10 to -20%

The controller shall be mounted on the side of the top of lift shaft, vertical, totally enclosed cubicle type with hinged doors on the front provide easy access to all components in the controller. Cubicle shall be well ventilated such that the temperature inside never exceeds the safe limits of the components at ambient room conditions. The controller shall operate within the supply voltage variation of plus 10% to minus 20% of the nominal voltage. The Controller shall be include protection against the following abnormalities and shall cut off the power supply, apply the brake and bring the car to a rest in the event of any of the abnormalities occurring.

- a) Over Current
- b) Under Voltage
- c) Over Voltage
- d) Single phasing
- e) Phase reversal
- f) Earth leakage

Features

Control system features are detailed as below.

- **Attendant Operation**

lift shall be provided with attendant control facilities. A key switch for change of operation mode shall be provided in a lockable recess panel on the car operation panel. After gaining control on the lift, the attendant can direct the car to stop at any storey. The attendant can also by pass the landing calls (but not cancel them) or reverse the direction of travelling.

- **Automatic By-pass**

Load weighing devices located either on car top or under the car cage shall be provided for all lifts. Whenever the load exceed 60-70% of the capacity load of the lifts, the lifts shall ignore all landing calls and only respond to car calls.

- **Over load device**

A load weighing devices shall operate when the load in the car exceeds the rated capacity. The operation of the device shall activate buzzer sound and flashing „overload□ signals. At the same time the car doors shall be prevented from closing. When the excess load has been removed from the car, the buzzer alarm shall be muted automatically and the car shall function normally. The sensitivity shall be 30 kg for Passenger lift.

- **Automatic self-levelling**

All lifts shall be provided with automatic self-levelling feature that shall bring the lift car level to within ± 3 mm for passenger elevators of the landing floor regardless of load or direction of travel. The automatic self levelling feature shall correct for over travel and rope stretch.

- **POSSIBLE FUTURE REQUIREMENT OF ACCESS CONTROL AND BMS INTEGRATION OF THECONTROLLER.**

1. TECHNICAL SPECIFICATIONS - LIFTS, LIFT CAR, DOORS AND SAFETY DEVICES CARENCLOSURES

1.a.General Requirements

- **Frame**

Every lift car body shall be carried in a steel car frame assembly which shall have sufficient mechanical strength to resist the forces applied by the safety gear or impact of the car on the buffers. The deflection of the steel members carrying the platform shall not exceed 1/1000 of their span under static conditions when the rated load is evenly distributed on the platform At least four renewable guide shoes or shoes with renewable linings or sets of guides rollers shall be provided two at the top and two at the top and two at the bottom of the car frame assembly.

- **Enclosure finishes**

The car enclosure, doors etc. shall be as per Table-1 enclosed. The following are to be provided. a) 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 in central security room. The alarm unit shall be solid state

siren type, to give a waxing and waning siren when the alarm button in the car is pressed momentarily

b) Sealed Maintenance Free Nickel Cadmium Batteries capable of maintaining the following in each lift for 2 hrs after mains failure. - Emergency light of adequate illumination in car - Car Ventilation - Intercommunication System - Alarm bell

c) One no. 16 amp switch socket outlet to IP 54 and a permanent weatherproof type luminaries to IP 54 (with lighting switch) adequately protected shall be provided on the top of the lift car for maintenance.

d) One no. 16 amp switch socket outlet to IP 54 at bottom of lift car for maintenance.

i. Operation Panel

A full length car operating panel incorporating following control/indications shall be provided on the return panel

- LCD Illuminated touch push buttons of micro pressure type corresponding to the floors served at Ground floor and Inside Car. For Other floors LED Illuminated touch push buttons of micro pressure type to be provided.
- Door open and door close button
- Emergency stop button with Alarm
- Two position key operated switch for 'with attendant' and 'without attendant' operation.
- Ventilation fan ON/OFF switch with auto OFF when there is no call after 120 seconds (Two Speed & concealed vents).
- Built in intercom of the hands free type as well as space for providing EPABX telephone instrument and 5 pair telephone trailing cable to communicate from car to Two Locations i.e. Operators Room (at remote location) & Security Guard Room and vice-versa.
- Dynamic car direction display
- Car position indicator (digital)
- Audio/Visual overload warning indicator
- Digital voice synthesizer (Optional) for announcing special messages with background music.

ii. Landing fixture

The landing fixtures shall be recess mounted on a base junction box in the wall by the side or on top of landing doors as required. Each landing fixture shall consist of micro touch type landing call buttons with illuminated call acknowledge signal and illuminated digital type car position indicators on separate stainless steel face panels with hairline finish.

2. CAR AND LANDING DOORS

General requirements

All car doors shall extend to the full height and width of landing opening unless otherwise specified and shall be operated with variable frequency door operator. A similar imperforate door shall be provided for every landing opening in the lift hoist way

enclosure. The top track of the landing and car doors shall not obstruct the entrance to the lift cars. All car and landing doors shall have a fire resistance of not less than 1 hours. In addition, all the car and landing doors shall meet the following general requirements.

a) Car door locking devices Every car door shall be provided with an electrical switch to prevent the lift car from being started or kept in motion unless the car door is closed. A mechanical locking device shall also be provided to prevent door opening from inside the car whilst the car is in motion.

b) Landing door locking devices Every landing door shall be provided with a mechanical locking device to prevent opening of the door from the landing side in normal cases unless the lift car is in that particular landing zone.

c) Projections and recesses Sliding car and landing doors shall be guided on door tracks and sills for the full travel of the doors.

d) Door locking devices All doors locking devices, door switches and associated actuating rods, levers or contracts, shall be inaccessible from the landing or the car.

e) Protective devices Protective devices shall be fitted to the leading edges of both car door panels. It shall automatically initiate reopening of the door in the event of a passenger being struck (or about to be struck) by the door in crossing the entrance during the closing movement. The obstruction of either leading edge when closing shall actuate the protective device to function.

f) "Door open" alarm "Door open" alarm shall be provided in the car to initiate alarm and a continuous buzzer if a car or landing door has been mechanically kept open for a present period. The period shall be adjustable from 0-10minute.

g) Emergency landing door unlocking devices and key

- Every landing door shall be provided with an emergency landing door unlocking device. When operated by an authorized person with the aid of a key to fit the unlocking triangle, the landing door shall be unlocked irrespective of the position of the lift car for rescue purpose. When there is no "unlocking" action, the key shall only be able to stay in the locked position.

- In the case of coupled car and landing doors, the landing doors shall be automatically closed by means of weight or springs when the car is outside the unlocking zone.

Door Hangers and Tracks

The car and the landing doors shall be provided with two point suspension sheave type hangers complete with tracks. Sheaves and rollers shall be steel with moulded nylon collar and shall include shielded ball bearings. Tracks shall be of suitable steel section with smooth surface. The landing doors shall be complete with headers, sills, frames etc. as required.

Lift Door Protection Multiple-Infra red door protection and mechanical shoes shall be provided for lift to control door movement which shall cover the entire door opening effectively.

Protective Hand Rail in the Car

CABINFAN

A noiseless pressure fan shall be provided in the lift cabin.

3. HOISTROPES

Hoist way material shall be non-flammable (02 hrs fire rated) except travelling cables which shall be flame resistant.

Lift Ropes - IS 14665 (Part 4 / Sec 8)-2001

Round strand steel wires ropes made from steel wire ropes having a tensile strength not less than 12.5 tonnes/cm² and of good flexibility shall be used for lift. Lubrications between the strands shall be achieved by providing impregnated hemp core. The lift ropes shall conform to IS 14665-(Part-4-Sec. 8):2001 and the required factor of safety shall be adhered to. The minimum diameter of rope for cars and counter weight of passenger and goods lift shall be 8mm.

Rope fastenings

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

Guards for Lift Ropes

Where lift ropes run round a sheave or sheaves on the car and/ or counterweight of geared/ gearless machine suitable guards shall be provided to prevent injury to maintenance personnel.

Number & Size of Ropes

The contractor must indicate the number and size of lift ropes and governor ropes proposed to be used, their origin, type, ultimate strength and factor of safety. The contractor should furnish certificate or ropes from the rope manufacturers issued by competent authority.

4. COUNTERWEIGHT

The counter weight for lift cars shall be in accordance with clause 6 of IS 14665 (Part 4-Sec-3) : 2001 and shall be designed to balance the weight of empty lift car plus approximately 50 percent of the rated load. It shall consist of cast sections firmly secured in relative movement by at least two numbers steel tie rods having lock nuts/split pins at each end and passing through each section and Housed in a rigid steel frame work. Cracked and broken sub weights shall not be accepted. Counter weight for passenger lifts should be able to accommodate suitable weight Interior finishes. In case interior finishes material exceeds this provision, then the elevator contractor shall adjust the Counter Weight accordingly, however this will be decided and intimated much before the delivery of the elevators.

Counter Weight Guards

Guards of wire metal / mesh shall be provided in the lift pit to a suitable height above the pit floor to eliminate the possibility of injuries to the maintenance personnel.

5. GUIDES / Guide Rails

Car and counterweight guide shall be machined T section as per relevant Indian Standards IS-14665 of 2000 revised up to date. The guides shall be capable of withstanding forces resulting from the application of the car or counter weight safety devices. The guide rails shall be minimum 16mm Tongued & Grooved type.

6. TRAILING CABLES

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

7. SAFETY DEVICES

Safety devices shall be capable of operating only in the downward direction and stopping fully loaded car, at the tripping speed of the over speed governor, even if the suspension devices break, by gripping the guides, and holding the car there. Governor sheave in elevator pit shall be enclosed in a wire cage to a height of 2.40 mtr. All safety devices statutorily required by Lift Inspector, including but not restricted to the following shall be provided.

- **Terminal slow down switches** These shall be provided and installed to slow down the lift car when approaching the top and bottom landings. The slow down switches shall act independently from the normal car operating device.

- **Over travel limit switches**

These shall be provided and installed to stop the car within the top and bottom clearance, independent of the normal car operating device. The bottom over travel limit switch shall become operative when the bottom of the car touches the buffer. When the over travel limit switches are operative, it shall be impossible to operate the car until the car has been hand would to a position within the normal travel limits.

- **Pit Switch** An emergency stop switch shall be located in the pit which when operated shall stop the car regardless of the position of hoist way.

- **Terminal Buffers** Suitable spring buffers mounted on RCC foundation blocks shall be provided in the pit in compliance with ANSI/ASME/CENEN-81 / JIS codes for stopping the car in case of mal-operation. Dowels for the purpose shall be left while casting the pit floor alternatively floor reinforcement could be exposed by chipping for welding additional reinforcement for Dowels. However clearance from underside of the car resting on a fully compressed buffer shall not be less than 1.20 mtr. Buffers shall be designed for a design speed + 15%. Oil buffers shall be provided for the passenger elevators for speed of more than 1.75 mps and spring buffers for lower speed.

- **Interlocking** Adequate interlocking is to be provided so that the car shall not move if the landing doors are even partially open and also the lift is overloaded.

- **Over speed governor** Over speed governor shall be of centrifugal type and shall operate the safety gear at a speed at least equal to 115% of the rate speed and less than the over speed governors shall be driven by flexible wire ropes with the following requirements.

- The breaking load of ropes shall be related to the force required to operate the safety gear by the safety factor of at least 8

- The nominal rope diameter shall be at least 7mm

- The ratio between the pitch diameter of the over speed governor pulley and the nominal rope diameter shall be at least 30 The over speed governors shall be sealed after setting the tripping speed. The breaking or slackening of the governor rope shall cause the motor to stop by an electric safety device.

- **Alarm bells** A Concealed 200 mm diameter alarm bell shall be installed in the main security area. The alarm bell shall sound when the alarm bell button in the car operating panel is pressed. The bell shall mute when the pressure on the alarm bell button is released.

- **Emergency Stop Switches** An emergency stop for use by maintenance personal shall be provided in each lift car.

8 FIREMAN SWITCH

Lift shall have a Fireman switch with glass front for access by the Firemen. The operation of this switch shall cancel all calls to this lift and shall stop at the next nearest landing if traveling upwards. The doors shall not open at this landing and the lift shall return to the ground floor. In case the lift is traveling downwards when the fireman's switch is operated it shall go straight to the ground floor bypassing all calls enroute. The emergency stop button inside the car shall be rendered inoperative. The firemans switch shall be located adjacent to the lift opening at the terminal floor and shall be at a height of approximately 2 m above the floor level. For easy identification of firemens lift which confirm to the local authorities requirements, a red and white diagonal striped backing shall be provided behind the glass of the firemens switch A permanent notice of prominent size indicating the floors served shall be provided and displayed adjacent to the firemens lift at the terminal floor. The notice shall be made of laminated plastic sheet or other approved materials with red letters on white background. Details of the notice shall be submitted to the Engineer-in-Charge for approval prior to fabrication.

9. CONTROL OF NOISE AND VIBRATION

General

The whole of the lift assembly, including the opening and closing of the car and landing doors shall be quiet in operation and shall be free of rattling or squeaking noises. Lift doors operation shall be smooth to avoid the transmission of impact noise to the surrounding structure. Noise level resulting from the operation of the lifts, including direct sound transmission, breakout noise and re-radiation of structure borne noise,

shall not exceed the specified noise criteria of the adjacent spaces. Vibration resulting from operation of lifts of escalators shall not be perceptible in any occupied areas.

Car construction

All elements of the lift car construction shall be sufficiently rigid to avoid generation of noise by panel excitation as a result of movement. The total noise level in a moving lift car shall not exceed 45 dBA with the ventilation system operating.

Machinery

The gearless traction machine and compact PM motor are installed within the hoist way and the slim control panel is located on the shaft side wall. Provision shall be made for the control vibration isolation measures employed to ensure that structure borne noise resulting from the operation of the lift machinery is not audible in any occupied area. Lift machinery noise levels under normal operating conditions shall not exceed 70 dBA at 1 m from the equipment in free field.

Arrival chimes

Noise from arrival chimes shall not exceed 60 dBA. The above levels shall be measured at 3 m from the arrival chimes using a noise meter set to „fast“ response. Chimes with adjustable loudness shall be provided.

10. FIRE SAFETY REQUIREMENTS

General requirements of lifts shall be as follows:

1. Landing doors in lift enclosures shall have a fire resistance of not less than one hour.
2. Lift car door shall have a fire resistance rating of one hour.
3. Grounding switch (es), at ground floor level, shall be provided on all the lifts to enable the fire services to ground the lifts.

4. TECHNICAL SPECIFICATIONS - LIFTS-ASSOCIATED WORKS

1. ASSOCIATED ELECTRICAL WORKS

Scope Based on power requirements of lifts furnished by the lift contractor, power supply for the lifts machines, terminating in a Switchboard located at a desired location, shall be provided by the Bank. The earth bar provided on these Switchboards shall be connected to the building earthing system also by Engineer-in-charge. All cabling/wiring/loop earthing beyond this Switchboard for interconnection with the lift controllers / motors/ indicators / push buttons / safety devices etc. shall be provided by the lift contractor and its cost shall be deemed to be included in the quoted rates.

Cabling Cabling between switchboard and the controller /lift motor shall be with XLPE insulated HR PVC sheathed 1100 volt grade aluminium conductor armoured cables conforming to IS 7098 or PVC insulated, PVC sheathed, 1100 volt grade al conductor armoured cables conforming to IS 1554. Cables shall be terminated in glands fitted with armour clamps the gland body shall be provide with an internal conical sating to receive the armour clamping cone and clamping nuts which shall secure the armour wires. A PVC shroud shall be fitted to cover the gland body and exposed armour wires Trailing cables for the lift shall be EPR insulated stranded copper conductor flexible cables

conforming to IS 9968 Control cabling shall be with multi core stranded copper conductor PVC insulated and sheathed 1100 volt grade cables conforming to IS 8130. Minimum size of the cable shall be 2.5 sq mm. Where cables pass through walls or floor slabs, pieces of GI sleeves shall be provided for cast into the wall / floor and cable shall be drawn therein.

Wiring All wiring shall be carried out with FRLS PVC insulated 1100 volt grade stranded copper conductor wires conforming to IS 694 drawn in MS rigid / flexible conduiting system and / or MS raceways. Minimum 2.5 sq mm size wires shall be used. Wires shall be cut only at terminations. Intermediate jointing shall not be permitted. Drawing, cutting and terminating of the wires shall comply with the relevant Indian standard specifications and shall be carried out in the most workman like manner as per standard practice. All normal care like cutting the insulation with a pencil edge, taking care not to cut the strands and proper tightening of terminal connector screws to avoid loose connection or breaking of conductors etc. shall be taken. Heavy gauge black enameled screw type ISI embossed MS conduits with superior quality accessories approved by Engineer-in-Charge shall be used in the work. Conduits could either be recessed in floors / walls or fixed on surface with saddles and clamps. Final connections to vibrating the equipment shall be made with metal flexible conduits. Entire work shall be carried out in work man like manner as per standard practice.

Earthing Metal enclosures of all electrical equipment and devices including frames of motors, controllers, switchgear, conduits and raceways etc. shall be properly earthed so as to form an equi-potential zone. Loop earthing of vibrating equipment shall be done with flexible copper earthing braid or flexible cables. The lift motor frame shall be connected to the building earthing system termination at the switchboard by duplicate loop earthing conductors of appropriate size.

2. ASSOCIATED CIVIL & STRUCTURAL ITEMS All civil and structural items of work associated with erection and operation of lifts shall be provided by the Contractor at his cost including (but not restricted to) the following:

Hook for lifting lift equipments in the top of shaft, Temporary scaffoldings and safety barricades during lift installation in and around lift wells, Sill angels, Bearing plates, Buffer supports, Checquered plates, Fascia plates, Ladders in pits (MS), Safety railing on car top, Separator /stretcher beams if required. Dowels for terminal buffers in pit floor during casting. The Contractor shall ensure erection and fixing of steel work in such a manner that no RCC wall or any other structural member is damaged.

5. Note to the Vendor

1. Power supply would be provided at one Point. The Lift vendor needs to provide us the details of specific Power requirement.
2. Materials should be offered strictly conforming to the specifications within acceptable tolerance level given in specifications given in tender document. Deviations, if any, should be clearly indicated by the bidder in their bid. The supplier should also indicate the Make/Type number of the materials offered and catalogues, technical literature and samples, wherever necessary should accompany the quotation.
3. Any fittings or accessories which may not be specifically mentioned in the Specifications or Particulars but which are usual or necessary for proper and efficient functioning of the Stores as per the specifications of the tender shall be supplied by the Contractor without extra charge to the Purchaser; the Stores supplied shall be complete in all respects.
4. Bank has the right to ask for the minor modifications at any stage even after the design is mutually agreed. As from the date, the Stores shall be in accordance with the specifications, patterns and drawings so altered, which the contractor is bound to comply with. In the event of such alteration involving a revision in the cost, or in the delivery period, the same shall be discussed and mutually agreed to, taking into account the unit rates of similar items in the Contract. In case of disagreement, the decision of Bank, in the cost or the delivery period, shall be final and conclusive.
5. Minor modifications / Additional Scope of Work: Minor modifications /additional scope of work to the tune of 2% of the total contract value shall be carried out by the contractor without any extra cost to Bank.
6. Subletting or Assignment of Contract: The Contractor shall not sublet, transfer or assign the Contract or any part thereof or bills or any other benefits, accruing there from or under the contract without the prior written consent of Bank (All Subcontractors are required to be appraised and approved by Bank before placement of orders by the Contractor/Supplier). However, such consent shall not be unreasonably withheld by Bank, if such stores are not normally manufactured by the Contractor, such assignment or subletting shall not relive the Contractor from any contractual obligation or responsibility under the Contract. Any breach of this condition shall entitle Bank to cancel the Contract or any part thereof and to purchase from other sources at the risk and cost of the Contractor and shall recover from the Contractor damages arising from such cancellations. In case the Contractor sublets, transfers or assigns any part of the Contract with the prior written consent of the Purchaser, all payments to the Sub-Contractor shall be the responsibility of the contractor and any requests from such sub-Contractor shall not be entertained by Bank.

7. Past performance: In case the past performance of the tenderer is not found to be satisfactory with regard to quality, delivery, warranty obligation and non-fulfillment of terms and conditions of the contract, their offer is liable to be rejected by Bank.
8. Primarily this lift will be used to handle passengers. Hence designer should consider the best quality materials with required factor of safety with maximum possible compactness. Design should reflect the delicate handling of these. Fast movements, jerks etc are not permitted during any lifting/movement. These cranes will be used inside the clean rooms. It should not become the source of contamination inside the facility. Care shall be taken while deciding the secondary process like painting etc.,
9. Vendor may visit the project site to evaluate site requirements after obtaining prior permission from the Bank.
10. Vendor shall arrange required lifting equipments, tools etc required during the Round Dot Matrix scrolling Display - Horizontal installation. Transportation from factory to site is in vendor scope.
11. Vendor shall take responsibility of material stores at site.
12. Vendor shall provide safety devices (helmets, safety belts, gloves etc.) for personnel carrying out installation as per the safety standards.
13. Vendor shall give the schedule for Procurement of raw materials, Testing, manufacturing, Assembly, Factory acceptance test, transportation to site, installation & commissioning at site, etc.,
14. The bidder is required to submit all supporting documents as proof for the compliance. Bids received without valid documents and/or incomplete and irrelevant documents are likely to be rejected.
15. Banks decision to consider as to whether a vendor has met with the eligibility criteria or not is final.
16. The Equipment should be completely designed and made as per the relevant I.S. Specifications. IS 3177/807/800 , AGMA / DIN Standards
17. Testing for the various items of equipment shall be performed at the contractors cost and test certificate to be furnished by the contractor (for Motor, Machine Break-tests Controller & Steel wire Ropes). If required by the Engineer, the Contractor shall permit the Owners authorized representative to be present during any of the tests. After notification to the Owner that the installation has been completed the contractor shall make under the direction and in the presence of the Engineer such test and inspections as have been specified or as the Engineer shall consider necessary to determine whether or not the full intent of the requirements of the plans and specifications have been fulfilled. In case the work does not meet the full intent of the specifications and further tests shall be considered necessary the contractor shall bear all the expenses thereof.
18. Complying with observations, if any, of Lift/Electrical Inspector and/or any other Statutory Authority after completion of work in order to obtain a categorical clearance to start beneficial use.
19. Manuals, drawings etc.

- i. Along with the tender Technical Parameters enclosed as Annexure-5 (Detailed specifications) duly filled in by the Tenderers along with technical catalogue etc. of the equipment offered.
- ii. Shop drawings on award of work before commencement The Contractor shall submit GA drawings of Lift System to Engineer-in-charge for approval before commencement of work at site/fabrication/manufacture.
- iii. Operation and maintenance manuals: Three sets of operation and maintenance manual with support drawings shall be submitted to the Owners after completion of work.
- iv. Training of Owners personnel in operation, handling and maintenance of equipment.

The Contractor shall submit following documents:

- 3 sets of operation and maintenance manual with support drawings shall be submitted to the owner after completion of work.
- 3 sets of test results of pre-commissioning test carried out at site.
- 3 sets of as built GA drawings.

20. **COMPLETION CERTIFICATE:** On completion of the electrical installation a certificate shall be furnished by the Contractor countersigned by the Licenced Supervisor, under whose direct supervision the installation was carried out. This certificate shall be in the prescribed form as required by the local supply authority. The Contractor shall be responsible for getting the electrical installation inspected and approved by the local and statutory authorities concerned and expenses if any shall be borne by the contractor.
21. **WORKMANSHIP:** Good workmanship is an essential prerequisite to be complied for this work. Entire work shall be carried out in the most workmanlike manner by skilled workers under competent supervision.
22. Submittals along with the offer Vendor must submit the following documents, without which, their bid will not be considered. Details covering ALL THE TECHNICAL SPECIFICATIONS and Catalogue/GA drawings, Wiring and control schematic and detail diagrams, Electrical requirements, Civil requirements, Outline of the dimensions of the equipment, details of equipment and controls, Installation details, Manufacturers name and catalogue number of any equipment number to be furnished, Critical spare list for minimum period of 5 years and COMPLIANCE TO THE POINTS MENTIONED IN ANNEXURE-5.

7. INSPECTION & TESTING:

GENERAL: The bidder based on the broad outline inspection procedure indicated in this Section shall finalize with owner/ his consultant prior to the award of contract, the detailed procedure for inspection, testing (at factory/ site) along with the schedule of time and period of individual activities.

The tenderer shall submit relevant test Certificates for all electrical equipment, cables. Following are the guidelines for shop testing.

- i. All motors to be routine tested as per IS325-1978.

- ii. All control panels/ MCCS shall be routine tested as per IS:8623 Part I &II-1980.
- iii. Thyristor/ Rectifier panels as per IEC146.
- iv. Dry type power transformer as per IS1171-1985.

Similar test Certificates shall be submitted in respect of items like wire ropes, chains, couplings, gears, gear boxes, rope drums, pulleys, shafts etc.

Contractor shall give adequate notice to the owner in regard to shop testing of major items like motors, etc. in order to enable the owner/ his consultant to witness the tests if required by the owner.,

Work shall be carried out in accordance with prevalent/ relevant standards like Indian Electricity Act, IEE rules, Lift Act, etc. It will be the responsibility of the firm to arrange for inspection by the statutory authorities at the appropriate time, obtain necessary Certificates and handover the same to the owner for record. The statutory fees (if any) will be borne by the employer or will be reimbursed against production of receipt.

8. INSPECTION AT SITE:

These tests after erection of the elevator in plant shall comprise of the following:

- i. The suppliers tests.
- ii. Acceptance tests/ performance guarantee tests.

After the elevators are erected all equipment and machinery shall be tested as required by the owner/ inspector in line with IS 4666. The elevator shall be run without load and the adjustments shall then be completed.

All tests shall be carried out in the presence of the owner/ Inspector and any corrections found necessary shall be approved by the owner/ inspector and shall be carried out with minimum of delay. The supplier shall be responsible for producing all necessary working sketches and drawings to the approval of the owner/ inspector.

The elevators after erection shall be treated as follows:

The elevators after completion of erection shall be performance tested to meet the design specifications provided in annexure - 5 with acceptable limits of design parameters.

In case of unit capacities and design parameters guaranteed by the Contractor are not established during the performance guarantee testing, the owner at his discretion may reject or accept the elevator after assessing its technical suitability. The Contractor shall be given 2 months time after commissioning for rectification to achieve the necessary design parameters, beyond which the employer may reject.

ELECTRICAL TESTS:

- i. Visual check for adequacy & completeness of scope of supply.
- ii. Insulation test on electrical equipment wiring.
- iii. Satisfactory operation of controllers, limit switches, safety devices etc.
- iv. Correctness of all circuits and interlocks.
- v. Satisfactory operation of electric lift for all motions/stops.

ACCEPTANCE TEST:

After suppliers tests are completed, an acceptance test shall be carried out by the Owners operator, and if accepted, the elevator shall be handed over to the owner. Operation & capacity tests will be conducted as specified in IS 4666 and as specified above. Insulation and other tests applicable to the electric lift shall be done as per relevant IS.

The date(s) for operation and capacity tests shall be set by the owner/ inspector and the supplier shall be informed of the date (s) in advance. The supplier shall be represented at the tests by a qualified engineer or erection superintendent familiar with erection and commissioning of the elevator.

ANNEXURE-5: DETAILED SPECIFICATIONS

Design, Supply, Installing, Testing and Commissioning of 2 Nos. of 5 - Passenger Lifts/ Elevators at Administration Block at Canara Bank, Bank owned apartments at P G Road, Secunderabad.

Sl. No.	Description/ Specifications	Details	Bidder Remarks
1	Application	Passenger Lift	
2	Type of lift		
3	Load/ Capacity	5 Passengers, 340 kg	
4	Speed	0.66mps	
5	Rise/ Total Travel	18 Meters (approximate)	
6	No. of Stops	5 Nos. (G+4)	
7	PIT depth	PIT 1400mm	
8	Head Room	6200mm	
9	Servicing	0,1 st , 2 nd , 3 rd , 4 th	
10	No. of landing entrances	5 Nos. (G+4)	
11	Number and position of Car Entrance	1 (One), In Front only	
12	Position of the Machinery	Directly above the Lift Well	
13	Size of the Lift Well	1650×1280× (MM Wide* MM Depth*MM Height * MM E- Value)	
14	Power Supply	3 phase, 415V, 50Hz, 4 Wire	
15	Car Size and Dimensions	1250×750×2200 (MM Wide* MM Depth*MM Height * MM C- Value) / As per the design of the Manufacturers	
16	Car opening of Gates/ Doors/ Lintels/ Ec	700×2000 (MM Wide* MM Height)	
17	Type/ Design/ Enclosure of lift Car	Car Ceiling: Stainless Steel Hairline finish Car Panels: Stainless Steel Hairline finish Car Flooring: PVC/ Granite Anti Skid Anti-skid flooring slip resistant material having a slip resistance value of 45-70 (optimally 50-65), as measured with 4S to sugar rubber on a pendulum test. Car Illumination: LED with auto as well as manual control	
18	Car Fittings	Regular Circular Fan	
19	Type of Car Front	Power Operated center operated	

	Entrance protection	power door - Decorative Laminated steel Sheets (DLSS) -Teak - with glass visibility at 0,1 st , 2 nd , 3 rd , 4 th .	
20	Landing Door Frame	Decorative Laminated Steel Sheet (DLSS) - Hairline Finish	
21	Door Safety	Full Height Infrared Safety Curtains	
22	Type of Control System	Micro Processor Based Simplex Selective Collective Control with/ Without Attendant	
23	Car Display	Round Dot Matrix schrolling Display - Horizontal	
24	Floor Display	Round Dot Matrix schrolling Display - Verticval	
25	Door Operator	DC operator	
26	Fire rated Doors	Fire ratting 60mins	
27	Drive	MICRO-PROCESSOR Based ACVVVF	
28	Machine	Permanent Magnet Gearless	
29	Traction Media	Flat Coated Steel Belt/or as per specifications of the manufacturer	
30	Automatic Rescue Operation	Complete with all panels, batteries etc. as required	
31	Standard Features must be provided in lift	a) Direction and position indicator intheCar	
		b) Emergency Alarm (batteryapproved)	
		c) 2 phase firemandrive	
		d) Hands free press and speakintercom(two way)	
		e) Pitladder	
		f) Signal Fixtures in the stainlesssteelfinish	
		g) Emergency lights withre-chargeablebatteries	
		h) Adjustable GuideShoes	
		i) Micro Movement LED basedbuttons	
		j) ±10% capacity to withstandthe voltage fluctuations	
		k) Load WeighingDevice	
		l) Automatic PhaseReversal	
		m) Car door lock as standard (safety Feature)	
		n) Manual RescueFeature	

TENDER FOR DESIGN, SUPPLY, INSTALLING, TESTING AND COMMISSIONING OF 2 NOS. OF PASSENGER LIFTS/ELEVATORS AT BANK OWNED APARTMENTS AT P G ROAD AT SECUNDERABAD

		o) Stainless steel buttons with whiteLEDLights	
		p) Daily Automatic Brake Testing(SafetyFeature)	
		q) Stainless Steel buttons withBraille Operation	
		r) Landing AnnouncementSystem	
		s) Individual light andfan	
		t) Cooling fan for liftmotor	
		u) Cooling fan for liftcontroller	
		v) Direction and position indicator incarand landings	
		w) Call Register Signal and VF door Operator	
		X) Braille Buttons	
		Y) Full Car operating panel	
		Z) Infrared Door Screen	
		Free Service for one year and SS Hand rail	

DECLARATION FOR BID-SECURITY

To
The Asst. General Manager,
Premises & Estate Section,
Canara Bank, CO: Hyderabad

We, the undersigned, declare that, we understand that, according to your conditions, bids must be supported by a Bid- Security Declaration.

We accept that we will automatically be suspended from being eligible for bidding in any contract with the Bank for the period of time of 3Years starting on ____ 2021, if we are in breach of our obligation(s) under the bid conditions, because we:

1. Have withdrawn our Bid during the period of bid validity specified in the Letter of Bid; or
2. Having been notified of the acceptance of our Bid by the Bank during the period of bid validity, (i) fail or refuse to execute the Contract, if required, or (ii) fail or refuse to furnish the performance Security, in accordance with ITB 38.

We understand this Bid-Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of (i) our receipt of your notification to us of the name of the successful Bidder; or (ii) twenty eight days after excitation of our Bid.

SIGNATURE OF TENDERER WITH NAME

Duly authorized to sign the bid for and on behalf of:
(Firm Name)
Corporate Seal (where appropriate)

(Note: in case of joint venture, the Bid- Securing Declaration must be in the name of all partners to the Joint Venture that submits the Bid).

PRICE BID

TERMS OF PRICE BID:

1. Prices quoted must be firm for the period /extended period of contract. No escalation shall be admissible in respect of any item of the contract.
2. No escalation due to IEEMA clause shall be admissible.
3. Price quoted must be inclusive of all items required for the entire job of design, manufacture, supply to site, erection, testing, commissioning, and handing over including ancillary items like scaffolding, minor civil works, all electrical items etc. and nothing extra shall be paid.
4. Price quoted shall cover the cost of dismantling the existing elevator of and removing them from site of work. No extra payment on this amount shall be entertained/ paid. No material of the dismantled elevator shall be used in erection of new elevators.
5. All materials shall be insured against theft, damage, etc., from the time they are transported from the factory up to the time of handing over to the owner. No claim in respect of any damage/ loss shall be entertained.
6. Watch and ward responsibility at site shall be the responsibility of the firm.
7. AMC rates: with regard to AMC, the rates should be quoted excluding GST. Applicable GST will be paid during the course of AMC.
8. The supplier has to execute agreement within 14 days from the date of order (as per the format given by the bank), confirming that the lifts will be maintained at the tendered rate for four years after warranty period.

Seal and Signature of the bidder with date

PRICE BID SCHEDULE
(To be submitted in a separate Envelop)

Sl. No.	Description	Quantity	Unit	Rate per Unit in Rs. Excluding GST	Total amount in Rs. Excluding GST
1	Dismantling the entire setup of existing elevators in all respects in the proposed Bank Apartments.	2	Nos.		
2	Civil repairs to shaft, concerned to erection of elevator as per installation procedure of lift company (detailed work sheet & Drawings for such works shall be attached to the price bid for the cost proposed)	1	Ls.		
3	Design, Supply, Installing, Testing, Commissioning and maintaining (during the defect liability period of one year) of 2Nos. of 5 - Passenger Lift/ Elevator including all necessary safety features and in accordance with the particulars of lift service requirement and technical specifications (as per scope of works and detailed specifications) etc., complete for servicing Ground+4 floors.	2 No. (G+4)	Each		
4	Fully Comprehensive Maintenance Charges for 1 st year after one year of defect liability period of Sl. No.1 of price Bid schedule	-----	Each		
5	Fully Comprehensive Maintenance Charges for 2 nd year	-----	Each		
6	Fully Comprehensive Maintenance Charges for 3 rd year	-----	Each		
Total in Rs. Excluding GST (A)					
Buyback of dismantled elevators (in Rs.) (B) excluding GST					
Grand Total in Rs. (A-B) excluding GST					

Total amount in words:

(Rupees _____ only) excluding GST

Declaration: I/We do hereby accept all the terms and conditions laid down in the tender document for the above said work/supply. I/We also agree to the condition that the right to suspend the tender process or part of the process, to accept or reject any or all the tenders at any stage of the process and/or to modify the process or any part thereof at any time without assigning any reasons thereto is reserved by the Competent authority of Canara Bank, Circle Office, Hyderabad without any obligation or liability whatsoever.

Seal and signature of the bidder with date
