

CANARA BANK

PASSENGER LIFT WORKS FOR THE CANARA BANK, CIRCLE OFFICE BUILDING AT

BELLS HOUSE,21 CAMAC STREET, KOLKATA-16

TENDER

**DESIGN, SUPPLY, INSTALLATION, TESTING, COMMISSIONING & MAINTENANCE OF 2 Nos NEW
PASSENGER LIFT AFTER MODERNIZATION OF EXISTING 2 Nos LIFTS**

FOR THE CANARA BANK, OFFICE BUILDING AT

21 BELLS HOUSE,CAMAC STREET, KOLKATA

TENDER DOCUMENT

Ref: 03/PECOKOL/LIFTS/BH/17-18

**PASSENGER LIFT WORKS FOR THE CANARA BANK, CIRCLE OFFICE BUILDING AT
21 BELLS HOUSE, CAMAC STREET, KOLKATA**

NAME AND ADDRESS OF THE TENDERER

.....
.....
.....

LAST DATE AND TIME OF SUBMISSION OF THE TENDER on or before **23.06.2017 2PM**

Pre bid meeting date: 12.06.2017

The Deputy General Manager

Canara Bank, Circle Office,

KOLKATA

INDEX SHEET**PASSENGER LIFT FOR THE CANARA BANK, CIRCLE OFFICE****BELLS HOUSE, 21 CAMAC STREET, KOLKATA**

S.NO	CONTENTS	Page.No.
1.	CHECK-LIST	6
2.	FIRM'S DETAILS	9 to 14
	BRIEF TO TENDERERS	
3.	NOTICE OF INVITATION TO TENDERERS	15 to 18
4.	FORM OF TENDER	18 to 21
5.	APPENDIX- A	22 to 23
6.	APPENDIX- B	24 to 27
7.	INTEGRITY PACT	28 to 32
8.	GENERAL CONDITIONS OF CONTRACT	33 to 42
9.	SPECIAL CONDITIONS GENERAL INSTRUCTIONS TO TENDER ADDITIONAL CONDITIONS	43 to 76
10.	TECHNICAL SPECIFICATIONS	77 to 78
11.	SCHEDULE OF REQUIREMENT	79 to 80
12.	SCHEDULE OF QUANTITIES (PRICE BID)	81 to 81
13.	SCOPE OF AMC	82 to 83

**CANARA BANK,
CIRCLE OFFICE
KOLKATA,**

TENDER FOR DESIGN, SUPPLY, INSTALLATION, TESTING, COMMISSIONING AND MODERNIZATION OF 2 Nos NEW PASSENGER LIFTS

Canara Bank invites sealed offers in two bid system from firms supplying and maintaining 2 Nos New Passenger Lifts and having their own offices in Kolkata and adjoining Areas for supply, installation, commissioning, testing and maintaining of new Passenger Lift after Modernization of existing lift at Circle Office Kolkata. For complete detail, formats and terms & conditions of tender please log on to Bank's Website <http://www.canarabank.com/english/announcements/tenders/> Tender Forms can also be obtained from office Administration department at the above address on payment of `1000/- (Non-Refundable) DD/Bankers Cheque in favour of **CANARA BANK**. However, Tenderers downloading tender forms from website shall deposit `1000/- (Non-Refundable) DD/Bankers Cheque in favour of **CANARA BANK**, Circle Office, KOLKATA.

The lift will be installed at **CANARA BANK**, Circle Office, **Building, BELLS HOUSE, 21 CAMAC STREET, KOLKATA-16.**

IMPORTANT DATES	
Date of commencement of issue of Tender Forms	25.05.2017
Pre Bid Meeting	12.06.2017 @ 3:30 PM
Last date for submission of Tender forms	26.06.2017 @ 1:00 PM
Opening of Tender Forms (Technical Bid)	26.06.2017 @ 3:30 PM
Opening of Tender Forms (Price BID)	29.06.2017(Tentatively) @ 3:30 PM

Earnest Money Deposit (Bid Security): 1,10,000.00 (Rupees One Lakhs Ten Thousand only)

Offers from firms not having their own offices in Kolkata and/or Adjoining Areas will not be considered. The Bank reserves the right to reject any/all applications without assigning any reason whatsoever.

Pre-Bid meeting in connection with the tender will be held on 12.06.2017 at **Premises & Estates Section, Circle Office, Building, 2ND FLOOR, Camac Street, KOLKATA.**

Prospective bidders are requested to submit their points for clarification during pre-bid meeting latest by 12.06.2017

Dy. General Manager
CANARA BANK'

ELEGIBILITY CRITERIA FOR SHORT LISTING

The preliminary evaluation will be done on the following parameters and offers from firms not conforming to any of these parameters will be rejected. The Bank reserves the right to reject or accept any application without assigning any reason

Financial & Technical Parameters:

Sr. No.	Parameters	Remarks
1.	Estimated cost	Rs 56,50,000/- (Rupees Fifty Six Lakhs Fifty Thousand only)
2.	Approved make	OTIS/ KONE/ MITSUBISHI/ SCHEINDLER/ HITACHI/THYSSENKRUPP/JOHNSON
3.	Average Sales Volume of the firm in the last 3 years	The firms should have average annual sales turnover of 30% of the estimated cost in the last 3 years.
4.	Quantity	2 No.
5.	Profit in the previous financial years	The firm should have earned profit during the last three years.
6.	Works executed in the last 3 years	The Firm should have installed at least in the country in the last 3 years:- (a) One similar work of 80% of the cost OR (b) Two similar works of 50% of the cost OR (c) Three similar work of 40% of the cost OR
7.	No. of years in Passenger Lift business	Minimum 5 years in the business is required
8.	Own office and service center in Kolkata or Adjoining Areas	The firm should have its own office and service centre functioning in Kolkata or Adjoining Areas for not less than three years on the date of commencement of issue of Tender Forms.
9.	Reference Site	Furnish detail like name address and telephone numbers of customer, as per Annexure-III to whom Passenger Lift have been supplied during the last 3 years- Minimum requirement is 3 reference sites.
10.	No. of qualified engineers in Kolkata & Adjoining Areas	Mention number of qualified engineers of the firm. Minimum five qualified engineers (Degrees/Diploma holders) in Kolkata/ Adjoining Areas are required.

- Intending suppliers should furnish details about their firm as per Supplier's profile (Annexure-II).
- **Earnest money for 1,10,000/-** to be remitted by means of Pay Order/ Draft drawn in favour of **CANARA BANK**, payable at Kolkata and should be enclosed along with the technical offer.

TWO BID SYSTEM OFFER

The offer will be in Two parts; Technical & Commercial. Both the parts should be submitted in separate sealed covers duly super-scribed "Technical Offer" for and "Commercial Offer" for Part –I & Part-II respectively and both sealed envelopes should be placed in another sealed envelope super-scribed "Offer for SITC of Lift at **CANARA BANK**, Circle Office, **Kolkata**" The offer should be dropped in the Tender Box kept in **CANARA BANK**, Circle Office, **2ND FLOOR, PREMISES & ESTATES, BELLS HOUSE, 21 CAMAC STREET ,KOLKATA** The tenderer shall furnish along with the technical bid detailed literature, pamphlets and performance data for appraisal and evaluation of the offer.

PASSENGER LIFT WORKS FOR THE CANARA BANK, CIRCLE OFFICE BUILDING AT**21 Bells House Camac Street, Kolkata****GENERAL CHECK LIST**

SI No	Details	Please tick
1	Covering Letter in duplicate enclosed.	<input type="checkbox"/>
2	EMD enclosed to an amount of 1,10000/- (Rupees One Lakhs Ten Thousand only) vide BC / DD no: ----- dated-----drawn in the Bank.....	<input type="checkbox"/>
3	Duly Filled in Company details	<input type="checkbox"/>
5	Enclosed the Copy of Valid Passenger Lift Contractor license issued by the Inspectorate of Government authority	<input type="checkbox"/>
6	Duly filled in Annexure II- Financial details	<input type="checkbox"/>
7	Duly Signed in Annexure II – Letter of Submission from contractors.	<input type="checkbox"/>
8	Duly filled in List of Materials considered in the tender.	<input type="checkbox"/>
9	Have read fully the Appendix A and Appendix B (Salient conditions of Composite contract)	<input type="checkbox"/>
10	Have read fully the Instruction to Tenderers, General Conditions of Contract, Special Conditions of contract etc.	<input type="checkbox"/>
11	Part I – Envelope “TD” (Technical Data) contain Tender document (Vol-I), Technical Specifications (Vol-II), Earnest Money Deposit (EMD) and letter indicating any variation, if any from the Technical and Commercial Specifications and conditions of the Tender – submitted in separate cover	<input type="checkbox"/>
12	Part II – Envelope "PS" (Priced Schedule) contain Bill of Quantities (Vol-III) in duplicate – submitted in a separate cover	<input type="checkbox"/>
13	All pages / documents are stamped and signed by the authorized signatory	<input type="checkbox"/>
14	Tender fee amounting to `1000/-	<input type="checkbox"/>

TECHNICAL CHECK LIST

LIFT MODEL NO:.....

SI No	Details for each lift	Please tick
1	TYPE OF OCCUPANCY : 884 Kg (13 Persons)	<input type="checkbox"/>
2	NO. OF FLOORS : , Ground + 10 upper floors (Total 11 Floors)	<input type="checkbox"/>
3	POWER SUPPLY : AC 415Volt, 3 Phase A.C. 50Hz Supply	<input type="checkbox"/>
5	CAPACITY : 13 Persons.	<input type="checkbox"/>
6	SPEED : 1.00 MPS - 1.25 MPS	<input type="checkbox"/>
7	DRIVE : A.C. Variable voltage variable frequency drive	<input type="checkbox"/>
8	Traction Media : Steel Rope	<input type="checkbox"/>
9	Stops / Openings : 11 Nos	<input type="checkbox"/>
10	Control : Simplex Fully collective with advance Microprocessor technology	<input type="checkbox"/>
11	Operation : Microprocessor based Simplex fully collective with / without attendant	<input type="checkbox"/>
12	Machine : Gearless Motor Permanent Magnet Synchronous ECO DISC to be placed in the M/C Room.	<input type="checkbox"/>
13	Car size (Inside Dimension) : To suit with existing lift well.	<input type="checkbox"/>
14	Stainless Steel Hairline finish with stainless steel return panels, Granite flooring and Perspex light diffuser and fan grill with one fan and handrails & mirror. (Interior of Lift car is to be got approved from Bank.)	<input type="checkbox"/>
15	Car Entrance : Fully Automatic Doors with center/ telescopic opening in stainless steel finish	<input type="checkbox"/>
16	Operation : Automatic with electronic door detector System (infrared) for full height of door.	<input type="checkbox"/>
17	Signal : Combined luminous hall buttons and digital hall position indicator at all floors.	<input type="checkbox"/>
18	One number car operating panel with luminous buttons in car (feather touch)	<input type="checkbox"/>

19	Digital car position indicator and car direction in car.	<input type="checkbox"/>
20	Emergency call button connected to alarm bell operated through dry pack type battery (Rechargeable) Emergency light connected to a dry pack battery (Rechargeable)	<input type="checkbox"/>
21	Two position key operated switch with Buzzer	<input type="checkbox"/>
22	Non – stop Button.	<input type="checkbox"/>
23	Door open button.	<input type="checkbox"/>
24	Over load Warning indicator in Car with alarm.	<input type="checkbox"/>
25	All signal fixtures in stainless steel finish	<input type="checkbox"/>
26	Firemen’s switch at ground floor.	<input type="checkbox"/>
27	Ceiling fan with automatically switch ON & OFF.	<input type="checkbox"/>
28	LED Lighting Voice announcement & music system.	<input type="checkbox"/>
29	Intercom system (Press & speak) between car & security room at ground floor with handset and with a provision of one intercom line at any of the floor	<input type="checkbox"/>
30	ARD : Automatic Rescue Device with sealed dry battery.	<input type="checkbox"/>
31	K-Guard.	<input type="checkbox"/>
32	Additional Car Gate Lock.	<input type="checkbox"/>
33	Governing switch for extra safety.	<input type="checkbox"/>

NAME OF WORK: PASSENGER LIFT WORKS FOR THE CANARA BANK, CIRCLE OFFICE BUILDING AT 21 BELLS HOUSE CAMAC STREET, KOLKATA

FIRM'S DETAILS

Name of Firm	
Whether Original Equipment Manufacturer	
Address of Firm with contact Phone and Mobile No:	
Local Address of Firm with contact Phone and Mobile no	
Email Id:	
PAN No:	
TAN No:	
TIN / VAT No:	
CST No:	
Service tax Registration No:	

ESI / PF Registration No :	
Any other Registration details relevant to the contract	

Name of Bank with address:	
Branch Code:	
Type of Account:	
Account No:	
9 Digit MICR Code no:	

Note: In order to ensure immediate credit of payment made by the bank, it is preferable to have the Account with Canara Bank.

Date:

Annexure-II**SUPPLIER PROFILE**

1. Name of the Organization and Address:

2. Year of Establishment:

3. Status of the Firm
(Whether Pvt.Ltd. Company/ Public ltd. Company/ Partnership Firm/ Proprietorship. Firm).

4. Name of the Chairman/ Managing Director/ CEO/ Country Head (as the case may be):

5. Whether registered with the Register of Companies/Register of Firms in India. If so, mention number and date and enclose Registration Certificate copy.

6. Name and address of Bankers:

(i)

(ii)

b)Turnover of the company/ firm in 2013-14, 2014-15 and 2015-16

(Please attach a copy of audited Balance Sheet and Profit & Loss Account for the year 2013-14, 2014-15 and 2015-16)

	Annual Turnover
2013-14	
2014-15	
2015-16	

7. Whether registered for sales tax purpose. If so, mention number and date. Also furnish copies of sales tax clearance certificate.

8. Whether an assessee of income Tax. If so, mention Permanent Account Number, Furnish copies of income Tax clearance certificate.

9. Is the Company/ Firm a manufacturer of Passenger Lift ? if Yes,
- Give the Name of the State/Country where manufacture ring unit is located.
 - Mention the address and phone number of the company KOLKATA office below:
 - Give the date of opening of Kolkata Office.

10. Give details of the after-sales service facility in terms on technical manpower and spares provided by your company in Kolkata.

11. What are the main fields of activities? Mention the fields giving the annual turnover for each field.

Field	Annual Turnover

12. Since when and how long Company/firm has been Supplying Passenger Lift.

13. If you have been prequalified by other organization/ statutory bodies, such as Banks/PSU, CPWD, PWD, etc. for Passenger Lift furnish their names, category and date of registration.

Qualified By	Category	Date Of Registration

14. Furnish the names of renowned organizations, where you have installed Passenger Lift Kolkata. In the last three years ending 31 March 2016.

Name of Organisation with Address	Year of Installation	Value of Orders.

(Please attached the copies of their orders)

15. Details of Technical Staff in Kolkata & Adjoining areas:

Sr.No.	Name	Qualification	Post Held	Experience

16. List of Enclosures:-

- Certificate of Registration/ Partnership deed.
- Certificate of Registration with Income tax, Service tax, EPF, ESI, VAT/TIN.
- Audited balance sheet (Statement of Last 3 years).

- d. Copies of work Orders as mentioned above along with photocopies of relevant TDS certificates and satisfactory Completion Certificates.
- e. Copies of Income Tax Return/ Assessment Orders for the 3 Years.
- f. Performance Guarantee.
- g. Copies of Registration with SSI/NSIC or ISO 9000 certification, if any.

Note: - In absence of any of the above enclosures, your application is likely to be rejected.

DECLARATION

1. I/We have read the instructions appended and all terms and conditions and I/We understand that if any false information is detected at a later date, any future contract made between ourselves and Canara Bank. On the basis of the information given by me/ us can be treated as invalid by the bank and I/We will be solely responsible for the consequences.
2. I/We agree that the decision of Canara Bank in selection of Contractors will be final and binding to me/us.
3. All the information furnished by me hereunder is correct to the best of my knowledge and belief.
4. I/We agree that I/We have no objection if enquiries are made about the work listed by me/us in the accompanying sheets.
5. I/We agree that I/We have not applied in the name of sister concern for the subject empanelment process.

Place:

Date:

SIGNATURE

NAME & DESIGNATION

SEAL OF ORGANISATION.

ATTACH ADDITIONAL SHEETS IF NECESSARY

Annexure-III**Reference Site Details**

1.Name of the Company	
Address of the Company	
Name, designation of contact person with telephone No. and e-mail id	Name. Designation Landline No. Cell No. email id
Details of Elevator Lifts supplied in Last 3 Years (Ref.No., date of order and quantity)	
2. Name of the Company	
Address of the Company	
Name, designation of contact person with telephone No. and e-mail id	Name. Designation Landline No. Cell No. Email id
Details of Elevator Lifts supplied in Last 3 Years (Ref.No., date of order and quantity)	
3. Name of the Company	
Address of the Company	
Name, designation of contact person with telephone No. and e-mail id	Name. Designation Landline No. Cell No. Email id
Details of Elevator lifts supplied in Last 3 Years (Ref.No., date of order and quantity)	

Imp: - To Attach Client's Certificate Regarding Performance on the Client's letterhead.

AUTHORISED SIGNATORY

Annexure-I
(Letter to the bank on the Supplier's letterhead)

To,
The Deputy General Manager,

CANARA BANK, CIRCLE OFFICE,
Kolkata

Dear Sir,

Subject: - **Your tender notice for Passenger Lift.**

With reference to the above tender notice, having examined and understood the instructions, terms and conditions forming part of the tender forms, we hereby enclose our tender for the supply of the Lift Passenger as detailed in your above referred tender notice.

We confirm that we have not been disqualified by any PSU bank for supply of Passenger Lift.

We further confirm that the tender is in conformity with the terms and conditions as mentioned in the tender form.

We also confirm that the tender shall remain valid for 90 days from the last date for submission of the tender.

We understand that the Bank is not bound to accept the tender either in part or in full and that the Bank has the right to reject the tender in full or part without assigning any reason whatsoever.

We enclose herewith a Demand Draft/ Pay Order for `...../- favouring Canara Bank and payable at Kolkata, towards Earnest Money Deposit, details of the same are as under:-

- Demand Draft/Pay Order No.:
- Date of Demand Draft/ Pay Order:
- Name of Issuing Bank:

Yours faithfully,

Authorized Signatories.
(Name & Designation, seal of the Firm).

Technical Tender

TERMS & CONDITIONS:-

- **The actual quantity of systems to be installed may vary from the projected quantity as per the requirements of the bank.**
 - Any delay in completion of the work over the stipulated period will attract penalty of 1% of the per system cost per week subject to maximum of 10% of the per system cost. The Bank reserves its right to recover these amounts by any mode, which includes adjoin from any payment to be made by the Bank to the supplier.
 - **GUARANTEE:**

The contractor shall furnish Twelve months guarantee on all equipments from the date of commissioning. This shall include guarantee against defects in workmanship or materials in any part or accessory. If any higher period is implied elsewhere in this contract, the same shall hold and govern. If any defects in the guarantee period, the defective part or work shall be replaced by the contractor at no additional cost to the employer.

All equipments shall be guaranteed for period of 12 months from the date of tanking over the installation by the department against unsatisfactory performance and / or breakdown due to defective design, workmanship of the material. The equipments or components or components, or any part thereof, so found defective during guarantee period shall be forthwith repaired or replaced free of cost, to the satisfaction of Engineer-in-charge. In case it is felt by the department the undue delay is being caused by the contractor in doing this, the same will be got done by the department at the risk and cost of the contractor. The decision of the Engineer-in-charge in this regard shall be final.
- **MAINTENANCE & OPERATION:**

The contractor shall advice the operating personnel in the maintenance and operation of Installation.
- **DEVIATION & ORDERING MATERIAL:**

The contractor must quote exactly as per specifications and bill of quantities. Deviation, if any, must be clearly mentioned separately. Any alternate tender is to be given separately. The bill of quantities shall not be used as a basis for ordering materials and the contractor shall be responsible for assessing the quantities of materials to be ordered.
- **CONTRACT RATES:**

The rates and prices shall be deemed to have included all labour, materials, to plants and tools, temporary works, minor civil works like cutting, chases, holes making good, grouting, finishing etc, insurance, sales tax, local taxes and duties, establishment charges, profit, supervision, transport, testing and other charges and fees and every expense required to be incurred for proper and due execution. Completion of the works shall be accepted only when contractor proves full satisfaction and discharge of every obligation imposed upon him by these specifications and schedule of quantities.

- **DRAWINGS:** The Supplier shall submit Three copies of The following Drawings within 7 days after acceptance of work order:-
 1. Lay out of Passenger Lift and associated equipments.
 2. Single line drawings and complete Electrical layout.
 3. General Arrangement Drawing for Passenger Lift.

- **STATUTORY APPROVAL:-**
It shall be Supplier responsibility to secure necessary approvals from Public authorities and licensing authorities.

BANK GURANTTEE

Bank Guarantee of amount equal to 5% of the contract value from any PSU Bank's other than Canara Bank will be provided by the vendor during the Warranty period followed by the CAMC period of 05 Years.

TECHNICAL OFFER (TO)

The Technical Offer (TO) should be complete in all respects and contains all information asked for in this document. It should not contain any price information. However TO should confirm that all required rates have been quoted in Commercial Offer (CO), without showing the actual amounts in the TO. It should clearly state the make and Model of the products tendered for which rates have been quoted by the tenderer in the Financial Bid. Any hardware accessories, software or operating system supplied free along with the system or at a cost must be indicated separately and specifically.

The Technical offer should comprise of following:

- Covering letter on the prescribed format (Annexure-I).
- Earnest Money Deposit of 1,10,000/- in the form of a demand Draft/ Pay order issued by a scheduled commercial bank favoring Canara Bank, payable at Kolkata.
- Supplier's profile as per Annexure-II.
- Technical Specifications complete.
- CE/UL Certificate or any other standard certificate in the field.
- Documentation (Product Brochures, leaflets, manuals etc.)
- Details of reference sites as per Annexure-III.
- Tender fee (1000/-).

COMMERCIAL OFFER

- (i) The Commercial offer (CO) should contain relevant price information and the rates should be quoted in Indian Rupees Only. The CO should not contradict the TO in any manner. The CO should comprise the Commercial Version of Bill of Material and must contain all the price information.
- (ii) The tender from the supplier should be for a specific model. The Bank reserves the right to reject any tender with multiple options.

NO PRICE VARIATIONS

The commercial tender shall be a fixed price basis. No upward revision in the price will be considered on account of subsequent increase in customs duty, excise tax, sales tax, etc. However, if there is any reduction in government levies/ taxes, during the tender validity period, the same shall be passed on to the bank.

OPENING TENDERS

Technical Tenders will be opened on **23.06.2017 at 3.30 PM** in the presence of the tenderers. The tenderers / their representatives may be present at the time of opening of the technical Tenders. No separate intimation will be sent in this regard to the suppliers for deputing their representatives. The Technical Tenders will be opened at the time and date stipulated above irrespective of the number of tenderers or their representatives present.

DETERMINATION OF L-1 PRICE

The L1 price will be determined on the basis of Total Cost of Ownership (TCO) basis and the L1 bidder will be determined accordingly. Total Cost of Ownership will be calculated as follows.

TCO = Cost of machine – Buy Back Price + Present value of the CAMC cost for 5 years after warranty.

Basing on the TCO, Ranking of the Bidders will be determined.

The Present Value (PV) for the CAMC component per year will be calculated as per the following formula:

$$PV = \frac{C}{(1+r)^n}$$

Where 'C' is the annual CAMC amount of each year

'r' is Bank's prevailing MCLR (Base rate) which is presently 8.45%.

'n' is 1 for 1st year, 2 for 2nd year.....5 for 5th Year.

COMPLETENESS OF TENDER

All sundry equipment, fittings, unit assemblies, accessories, hardware items, foundation bolts, termination lugs for electrical connections and all other items which are useful and necessary for efficient assembly and installation of equipment and components of the work shall be deemed to have been included in the tender irrespective of the fact whether such items are specifically mentioned in the tender documents or not.

For item/equipment requiring initial inspection at manufacturer's work's the contractor will intimate the date of testing of equipments at the manufacturer's work before dispatch. The department also reserves the right to inspect the fabrication job at factory and the successful tenderer has to make arrangement for the same. The successful tenderer shall give sufficient advance notice regarding the dates proposed for such tests/inspection to the departments' representative(s) to facilities his presence during testing/fabrication. The Engineer-in-charge at his discretion may witness such testing/fabrication. The cost of the Engineer's visit to the factory will be borne by the bank. Also equipment may be inspected at the Manufacturer's, before dispatch to site of the contractor.

Care of the Building: Care shall be taken by the contractor while handling the various equipments and components of the work to avoid damage to the building. He shall be responsible for repairing all damages and restoring the same to their original finish at his cost. He shall also remove at his cost all unwanted ad waste materials arising out of the installation from the site of work.

FORM OF TENDER

To,

Dy. General Manager

CANARA BANK,

Circle Office,

21 BELLS HOUSE

CAMAC STREEET

KOLKATA-16

Sir,

REF:- PASSENGER LIFT WORKS FOR THE CANARA BANK, CIRCLE OFFICE BUILDING, KOLKATA

1. We have carefully examined the specifications, designs and schedule of quantities relating to the works specified in the memorandum hereinafter setout and having visited and examined the existing installations and the installation site of the works specified in the said memorandum given below and having acquired the requisite information relating thereto as affecting the tender. We hereby offer to execute the works specified in the said memorandum within the time specified in the said memorandum at the rates mentioned in the Schedule of Quantities submitted in a separately sealed envelope as 'Part – II) and in accordance in all respects with specifications, designs and instructions in writing referred to in Integrity Pact, general instructions to the tenderers and special conditions, conditions hereinbefore referred to, specifications, data sheet and schedule of quantities and with such materials as are provided for, by and in all other respects, in accordance with such conditions as far as they may be applicable.

MEMORANDUM

(a)	Description of works	DESIGN, SUPPLY, INSTALLATION, TESTING, COMISSIONING AND MAINTENANCE OF 2 Nos NEW PASSENGER LIFTS AFTER MODERNIZATION OF EXIXTING LIFT FOR THE CANARA BANK, CIRCLE OFFICE BUILDING, 21 Bells House, Camac Street, Kolkata
(b)	Mode of payment	As per clause of General instructions to Contractors and Special Conditions.
(c)	Earnest Money	1,10,000/- (One Lakhs Ten Thousand Only)
(d)	Time allowed for completion of work from tenth day after the date of letter advising acceptance of tender.	6 months

2. I/We herewith deposit **1,10,000/- (Rupees One Lakhs Ten Thousand Only)** by Demand Draft or Banker's Cheque drawn in favour of "**CANARA BANK**" Payable at **Kolkata**, as Earnest Money Deposit for the

execution of the works at my/our tendered rates together with any variations should the work be awarded to me / us.

3. In the event of this tender being accepted, I/we agree to enter into and execute the necessary contract required by you. I/We do hereby bind myself/ourselves to forfeit the aforesaid deposit of **1,10,000/-** in the event of our refusal or delay in signing the Contract Agreement. I/we further agree to execute and complete the work within the time frame stipulated in the tender documents. I/we agree not to employ Sub-Contractors without the prior approval of the Bank.
4. I/we agree to **bear the Basic price i,e including cost of transportation, insurance, Duties and charges etc, excluding the taxes like CST/LST/VAT ,Octroi / Entry Tax. The LST/VAT/CST(as the case may be) will be paid by the Bank at actual. The entry tax, Octroi will also be reimbursed by the Bank at actual on production of documentary proof.** Service tax will be paid extra
5. I/we understand that you are not bound to accept the lowest tender or bound to assign any reasons for rejecting our tender. I/we further understand that Canara Bank may award Contracts for Electrical to more than one Contractors and that I/we shall make no claims whatsoever if Canara Bank accept only a part of my/our tender. We unconditionally agree to Canara Bank preconditions a stipulated in the tender documents.
6. I/We agree that in case of my/our failure to execute work in accordance with the specifications and instructions received from the Owner or the Consultants appointed by the Bank, during the course of the work, Bank reserves the right to terminate my contract and forfeit the Earnest money deposit paid by me in additions to recovery of all the dues to the Bank from the payment receivable by me. Further I may also be barred from tendering in future for the Bank and its subsidiaries.
7. I/we agree to keep our tender open for 90 days from the date of opening of envelope No. 1 i.e. (Technical Bid) and this period of validity can be extended for such period as may be mutually agreed between the Bank and us in writing.
8. The Tender is submitted in two parts in separate sealed envelopes. Part – I contains all commercial terms and conditions and technical particulars and Part-ii contains only the price bid in Bank's proforma.
9. I/we enclose herewith the completed tender documents duly signed.

The acceptance of this tender shall constitute a contract binding on us and any failure shall constitute a breach of contract by us, and the tender accepting authority shall be entitled to have the work executed at our risk and cost and to claim extra cost/expenditure incurred by them, from us.

Dated this _____ day of _____ 2017

For and on behalf of M/s _____

(Signature with seal)

Name _____

Designation _____

Place _____

Date _____

(Certified true copy of the Power of Attorney of the above signatory should be enclosed).

Witness

(1) Signature with

Name, address and date

(2) Signature with

Name, address and date

APPENDIX-A

S.No.	Description of work	:	DESIGN, SUPPLY, INSTALLATION, TESTING, COMMISSIONING AND MAINTENANCE OF 2 Nos NEW PASSENGER LIFTS AFTER MODERNATION OF EXISTING LIFT
1	Name of employer	:	CANARA BANK , Circle Office
2	Address at which the tenders are to be submitted	:	Deputy General Manager CANARA BANK , Circle Office, Building, KOLKATA
3	Period of downloading of tender documents	:	From 25/05/2017
4	Last date of submission of tender	:	26/06/2017
5	Date and time of opening of tender (Technical Bid only)	:	26/06/2017
6	Validity of the tender	:	90 days from the date of submission / as may be Extended
7	Place of Opening Tender	:	CANARA BANK , Circle Office, 21 Bells House, Camac Street, Kolkata
8	Earnest Money Deposit	:	1,10,000/- (Bank guarantee will not be allowed)
9	Tender rate includes	:	Should include the Basic price of the machine i.e including cost of transportation, insurance, Duties and charges etc, excluding the taxes like CST/LST/VAT, Octroi / Entry Tax. The LST/VAT/CST (as the case may be) will be paid by the Bank at actual. The entry tax, Octroi will also be reimbursed by the Bank at actual on production of documentary proof. Service tax will be paid extra
10	Initial Security Deposit (EMD)	:	Sum equivalent to 2 % of contract value less EMD.
11	Security Deposit	:	Total security deposit shall be 10 % of contract value. Out of this 2 % of contract value is in the form of initial security deposit which included the EMD
12	Liquidated damages	:	1% per week subject to maximum of 10 % of total contract value.
13	Time of Completion	:	180 days from the 10th day of the issue of work order or from the day of handing over the site whichever is later.
14	Defects liability period	:	12 months from the date of virtual completion/ commissioning.

- 15 Certificate of Payment :
- i. 30% of the contract value after successful delivery of all materials at site complete in all respect.
 - ii. 50% of the contract value after successful erection of the lift in all respect
 - iii. 20% upon receiving virtual completion certificate

 - iv. The minimum interval between two such bills shall be 21 days.

 - v. Canara Bank will make the payment of Bills within 10 days from the date of payment certificate issued by the Engineer in charge

 - vi. No advance in any form shall be payable against any material brought to site.

 - vii. The final bill may be submitted to the engineer in charge with in a period of 15 days from the date of virtual completion certified by Electrical Consultant.

 - viii. EIC shall issue the certificate of final bill payment with in a period of 15 days.

 - ix. The final bill shall be settled by Canara Bank within a period of one month from the date of issue of certificate by the Electrical Consultant provided there is no dispute in respect of rates and quantity.

Signature of tenderer with seal

APPENDIX – B

Salient Conditions of Contract

1. The successful contractors have to furnish a detailed **PERT CHART / BAR CHART** indicating their schedule programme for all the major activities within 7 days from the date of written order to commence the work. This **PERT CHART / BAR CHART** will be referred for during the progress of the work to establish the periodical land marks of achievement of work. If necessary the revised **PERT CHART / BAR CHART** based on the revised scope of work have to be submitted by the contractor.
2. The electric power required to execute the work would be arranged by the Bank at a particular point and the contractors have to make their own arrangements for tapping the supply at various points.
3. The successful tenderer should appoint a **Project Engineer** who is well acquainted with the nature of work and handle the Electrical installation. He should be in a position to answer for any clarification during site visit by Electrical Consultant / Bank Engineers
4. The tenderers after downloading the tender document should thoroughly study the relevant Electrical items, drawings in relation with BOQ and bring to notice of abnormality, if any, to the Engineer in charge prior to submission of tender.
5. Contractors are expected to strictly adhere to the **labour laws** in force from time to time by both Central and State Governments. The necessary records should be maintained at site and an amenity to the labours has to be made available at site as per law. The labours should be paid the salary in time as per the minimum wage act. The labour license shall also to be obtained from the authorities concerned.
6. Contractors should ensure to make all the statutory taxes like service tax, work contract / Sales Tax, etc. and make sure to pay the **ESI and EPF** as per law in practice. Contractors are advised to quote the rates after considering the payment of such taxes / liabilities and Bank will not make any reimbursement of such taxes.
7. **Rates to be in figures and words.**
 - a) The Tenderer should quote in English both in figures as well as in words the rates and amounts tendered by firm in the Schedule of Rates for each item and in such a way that interpolation is not possible. The amount for each item should be worked out and entered and requisite totals given of all items both in figures and in words. The tendered amount for the work shall be entered in the tender and duly signed by the Tenderer. The contractor 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 total given.

- b) All corrections shall be attested by the initials of the tenderers with the seal of the firm. In case any discrepancy / difference is found on checking between rates quoted by the contractor in words and figures or in the amount worked out by him, the following procedure shall be followed:
1. When there is a difference between the rates in figure and in words, the rates, which correspond to the amount worked out by the contractor, shall be taken as correct.
 2. When the amount of any item is not worked out by the contractor or it does not correspond with the rate written either in figures or in words, then the rates quoted by the contractors in words shall be taken as correct.
 3. When the rates quoted by the contractor in figure and in words tally but the amount is not worked out correctly, rate quoted by the contractor shall be taken as correct and not the amount.
- c) Amendments as mentioned above shall be based on the tender marked "original" only.
8. All signatures in tender documents shall be dated and stamped. All pages of tender documents shall be initialed at the lower right hand corner or signed wherever required in the tender papers by the Tenderer or by a person holding power of attorney authorizing him to sign on behalf of the Tenderer before submission of tender.
 9. No corrections and alterations in the entries of tender papers shall be permitted. If any they shall be signed and dated in full by the Tenderer. Corrections with white fluid and overwriting are not permitted
 10. After completion of work the vendor should prepare **As Built drawings** of each trade in the form of two sets of hard copy and one soft copy.
 11. The successful tenderer awarded with the work assumes overall responsibilities and are solely responsible for co-ordination, execution of works by engaging the associate agencies for allied works and extracting the works from them as per specification within the time frame to the satisfaction of Bank / Electrical Consultant as per tender conditions. Any dispute if arise among them to be sorted out / settled at their level. The successful tenderer is the sole representative for whole composite work and they / he is liable for any clauses of this tender.
 12. If the contractor are under liquidity crisis or in unpredictable financial crunches or in any other problems and by which the works are stalled due to non payment for the completed works to the Associate agencies engaged by them and the Contractor is not in a position to progress the work further, in the interest and earlier completion of the work Bank have every right to make direct payment to such already declared Associate agencies with written consent of the principle

Contractor. In that event the amount paid to the Associate agencies shall be adjusted while making the actual payment as per the relevant clauses to the Contractors.

13. Necessary insurance policies such as CAR policy / Workmen's Compensation, Third Party liability to be taken before commencing the work and the original policies to be deposited with Bank.
14. Necessary Labour License to be taken before commencement of work.
15. Bank will not pay any mobilization advance/material advance and there will not be any escalation for the work.
16. No deviation will be allowed in the material specified and the Tenderers are advised to specify the make of materials list enclosed.
17. The work shall be executed in such a way as to cause any interference with the Banks work and necessary precautions shall be taken while executing the works. The carrying out of work should not hamper the Banks activities. The major part of the work may need to be carried out during night hours in order to achieve the target period. Adequate care shall be taken during late hours as not to disturb the Banking activities.
18. The Tenderer is required to inspect the site and obtain for himself on his own responsibility and at his own expense all necessary information and particulars to enable him to submit a proper tender.
19. The Contractor at site verify the dimensions shown in the drawings before he takes up actual manufacture of the several items, making allowances for the actual dimensions that prevail at site.
20. The specifications and the bills of quantities, forming part of the contract are explanatory of and are complementary to one another, representing together the works / installations to be carried out.
21. Anything contained in one or another of (a) the drawings (b) the specifications and (c) the accepted bills of quantities and not found in the other will be equally binding as if contained in each of them.
22. The work will be done strictly in accordance with the drawings and as instructed the Electrical Consultant/ Bank.
23. The descriptions in the bills of quantities are brief and have been compiled as correctly as possible but are not meant to be exhaustive.
24. The Contractor should arrange for inspection of the sample of each item by the Electrical Consultant / Bank proceeding with the work of manufacturing other units.
25. It may clearly be noted that the inspection and approval of the items of work at any stage shall not exonerate the Contractor of his responsibilities in respect of the quality of work, workmanship and quality of materials.

26. The Employer reserves the right to split the Contractor amongst more than one agency and the rates quoted by the Tenderer for individual items should be self supporting and should hold good even for part orders. The rates should also include all taxes, excise duty, sales tax, control work contract tax, Service Tax if any and all other duties and taxes levied by the Central Government / State Government for the present and future.
27. The work should be completed as per the items specified elsewhere in the document and the rate quoted shall include for doing work round the clock. No extra is payable in this respect.
28. **Validity period of Tender:** The tender shall remain valid for 90 days from the date of opening of price Bid.
29. **Liquidated damages:** 1% per week subject to maximum of 10 % of total contract value.
30. **Defects liability Period:** 12 months from the date of 'virtual completion certified by Bank Engineer/Electrical Consultant.
31. **Storage and custody of materials:** The lift machine room may be used for storage of sundry materials and reception equipments if available or else the agency has to make his own arrangement. No separate storage accommodation shall be provided by the department. Watch and ward of the stores and their safe custody shall be the responsibility of the contractor till the final taking over of the installation by the bank.

Signature of Tenderer with seal:

Date

Address:

INTEGRITY PACT

Between

Canara Bank a body corporate constituted under the Banking Companies (Acquisition and Transfer of undertakings Act, 1970, having its Head office, 112, J C Road, Bangalore) hereinafter referred to as “The Principal”, which expression unless repugnant to the context or meaning hereof shall include its successors or assigns of the ONE PART

And

Bells Control Limited(part owner of the building at the address. Bells House, 21 Camac Street, Kolkata-16

and

_____, (description of the party along with address), hereinafter referred to as “The Bidder/ Contractor” which expression unless repugnant to the context or meaning hereof shall include its successors or assigns of the OTHER PART

Preamble

The Principal intends to award, under laid-down organizational procedures, contract/s for

The Principal values full compliance with all relevant laws of the land, rules and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder(s)/ Contractor(s).

In order to achieve these goals, the Principal will appoint Independent External Monitor(s), who will monitor the Tender/RFP process and the execution of the contract for compliance with the principles mentioned above.

Section 1 – Commitments of the Principal

- 1.1 The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-
 - 1.1.1 No employee of the Principal, personally or through family members, will in connection with the Tender/RFP for, the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - 1.1.2 The Principal will, during the Tender/RFP process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the Tender/RFP process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through

which the Bidder(s) could obtain an advantage in relation to the Tender/RFP process or the contract execution.

- 1.1.3 The Principal will exclude from the process all known prejudiced persons.
- 1.2 If the Principal obtains information on the conduct of any of its employees which is a penal offence under the Indian Penal Code 1860 and Prevention of Corruption Act 1988 or any other statutory penal enactment, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

Section 2 – Commitments of the Bidder(s)/ Contractor(s)

- 2.1 The Bidder(s)/ Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender/RFP process and during the contract execution.
 - 2.1.1 The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to the Principal or to any of the Principal's employees involved in the Tender/RFP process or the execution of the contract or to any third person any material, immaterial or any other benefit which he / she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender/RFP process or during the execution of the contract.

The Bidder(s)/ Contractor(s) will not enter with other Bidder(s) into any illegal or undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

- 2.1.2 The Bidder(s)/ Contractor(s) will not commit any penal offence under the relevant IPC/ PC Act; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- 2.1.3 The Bidder(s)/ Contractor(s) will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- 2.2 The Bidder(s)/ Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3 – Disqualification from Tender/RFP process and exclusion from future contracts

If the Bidder(s)/ Contractor(s), before award or during execution has committed a transgression through a violation of Section 2 above, or acts in any other manner such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidders(s)/ Contractor(s) from the Tender/RFP process or take action as per the separate "Guidelines for Suspension of Business Dealings with Suppliers/ Contractors" framed by the Principal.

Section 4 – Compensation for Damages

- 4.1 If the Principal has disqualified the Bidder(s) from the Tender/RFP process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit.
- 4.2 If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages equivalent to 5% of the contract value or the amount equivalent to Security Deposit/Performance Bank Guarantee, whichever is higher.

Section 5 – Previous Transgression

- 5.1 The Bidder declares that no previous transgressions occurred in the last 3 years with any other company in any country conforming to the anti-corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the Tender/RFP process.
- 5.2 If the Bidder makes incorrect statement on this subject, he can be disqualified from the Tender/RFP process or the contract, if already awarded, can be terminated for such reason.

Section 6 – Equal treatment of all Bidders/ Contractors/ Sub-contractors

- 6.1 The Bidder(s)/ Contractor(s) undertake(s) to demand from his sub-contractors a commitment consistent with this Integrity Pact. This commitment shall be taken only from those sub-contractors whose contract value is more than 20% of Bidder's/ Contractor's contract value with the Principal.
- 6.2 The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.
- 6.3 The Principal will disqualify from the Tender/RFP process all bidders who do not sign this pact or violate its provisions.

Section 7 – Criminal Charges against violating Bidders/ Contractors /Subcontractors

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the Vigilance Office.

Section 8 –Independent External Monitor(s)

- 8.1 The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- 8.2 The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the MD&CEO, CANARA BANK.
- 8.3 The Bidder(s)/ Contractor(s) accepts that the Monitor has the right to access without restriction to all contract documentation of the Principal including that provided by the Bidder(s)/ Contractor(s). The Bidder(s)/ Contractor(s) will grant the monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his contract

- documentation. The same is applicable to Sub-contractor(s). The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s) / Sub-contractor(s) with confidentiality.
- 8.4 The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the contract provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- 8.5 As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or heal the situation, or to take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- 8.6 The Monitor will submit a written report to the MD&CEO, CANARA BANK within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
- 8.7 The MD&CEO, CANARA BANK shall decide the compensation to be paid to the Monitor and its terms and conditions.
- 8.8 If the Monitor has reported to the MD&CEO, CANARA BANK, a substantiated suspicion of an offence under relevant IPC / PC Act, and the MD&CEO, CANARA BANK has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
- 8.9 The number of Independent External Monitor(s) shall be decided by the MD&CEO, CANARA BANK.
- 8.10 The word 'Monitor' would include both singular and plural.

Section 9 – Pact Duration

- 9.1 This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the respective contract and for all other Bidders 6 months after the contract has been awarded.
- 9.2 If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified as above, unless it is discharged/ determined by the MD&CEO, CANARA BANK.

Section 10 – Other Provisions

- 10.1 This agreement is subject to Indian Laws and jurisdiction shall be registered office of the Principal, i.e. Bangalore.
- 10.2 Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- 10.3 If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- 10.4 Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- 10.5 Only those bidders/ contractors who have entered into this agreement with the Principal would be competent to participate in the bidding. In other words, entering into this agreement would be a preliminary qualification.

For & On behalf of the Principal

For & On behalf of the Bidder/
Contractor

(Office Seal)

(Office Seal)

Place-----

Date-----

Witness: _____

Witness: _____

(Name & Address) _____

(Name & Address) _____

1. GENERAL CONDITIONS OF CONTRACT

2.1 In construing these conditions and the specifications, Schedule of Quantities and Contract Agreement, the following words shall have the meanings herein assigned to them except where the subject or context otherwise requires:

"**Bank**" shall mean "**CANARA BANK**, Circle Office, **Building**, Kolkata

2.1 and shall include his/their heirs, legal representatives, assignees and successors.

2.2 "**Contractor**" / "**Contractors**" shall mean the person or the persons, firm or company whose tender has been accepted by the Bank and shall include his/their heirs, and legal representatives, the permitted assigns and successors.

2.3 "**This Contract**" - Shall mean the Integrity Pact, the conditions, the Appendix, the Schedule of Quantities and specifications attached hereto and duly signed.

2.4 "**Site**" - Shall mean the site of the contracted works including any building and erection thereon and any other land (inclusively) as aforesaid allotted by the Bank for the contractor's use.

2.5 "**Works**" shall mean the works to be executed and recorded in accordance with the Contract and shall include all extra or additional altered or substituted works as required and recorded for the performance of the Contract

2.6 "**Contract Documents**" shall include the notice inviting Tenders, the Integrity Pact, the General Conditions of Contract, the special conditions of contract, the Appendices, the Schedule of Quantities, Specifications for Materials, Work-Sheet and mode of measurements, and drawings pertaining to the work. All sections of this Contract Document are to be read together. Further such correspondence between the Bank / Electrical Consultant and Contractors as admitted by the Bank before award of work and thereafter shall also form part of contract documents.

2.7 "**Drawings**" shall mean the drawings referred to in the specifications, description of items etc. and any modifications of such drawings approved in writing by the Consultant and such other drawings as may from time to time be furnished or approved in writing by the **Consultant**.

2.8 "**Notice in Writing**" or written notice shall mean a notice in writing, typed or printed characters, sent by the Bank or **Electrical Consultant** (unless delivered personally or otherwise) proved to have been received by registered post to the last known private or business address or registered office of the contractors and shall be deemed to have been received by them when in the ordinary course of post it would have been delivered.

- 2.9 “**Act of Insolvency**” shall mean any Act of Insolvency as defined by the Presidency Towns Insolvency Act, or the Provincial Insolvency Act or any Act amending such original act/s.
- 2.10 “**Virtual Completion**” shall mean that the works are in the opinion of the **Electrical Consultant** complete or fit for occupation.
- 2.11 Words importing persons include firms and Corporations, words importing the singular only also include the plural and vice versa where the context requires.
- 2.12 Headings and marginal notes to these conditions shall not be deemed to form a part there of or be taken into consideration in the interpretation or construction thereof or of the contract.
- 2.13 “**Net Prices**” - If in arriving at the contract amount the contractor shall have added to or deducted from the total of the items in the Tender any sum, either as a percentage or otherwise, then the net price of any item in the Tender shall be the sum arrived at by adding to or deducting from the actual figure appearing in the Tender as the price of that item a similar percentage of proportionate sum, provided always that in determining the percentage or proportion of the sum so added or deducted by the contractor the total amount of any Prime Cost Items and Provisional sum of money shall be deducted from the total amount of the Tender. The expression "net rates" or "net prices" when used with reference to the contract or accounts shall be held to mean rates or prices so arrived at. Words "importing persons" including firms and corporations. Words importing the singular only also include the plural and vice versa where the context requires.

3 SCOPE OF CONTRACT:

- 3.1 The contract comprises of the Design, supply, installation, testing, commissioning and maintenance of passenger lift after dismantling of existing lift, provision of all labour, materials, constructional plant, scaffolding, temporary works and everything whether of a temporary or permanent nature required in and for such works.
- 3.2 The Contractor shall carry out and complete the works in every respect in accordance with this Contract and with the directions of and to the satisfaction of the **Electrical Consultant**. The **Electrical Consultant** may in his absolute discretion and from time to time issue further drawings and/or written instructions, details, directions and explanations, which are hereafter collectively referred to as “**instructions**”. These instructions shall be reflected either in the minutes or in any other form when Bank’s approval/ consent is obtained in regard to: -

- a. The variation or modification of the design, quality or quantity of works or the addition or omission or substitution of any work.
- b. Any discrepancy in or divergence between the Drawings or between the Schedule of quantities and/or Drawings and/or specifications.
- c. The removal from the site of any materials brought thereon by the Contractor and the substitutions of any other materials thereof.
- d. The removal and/or re-execution of any works executed by the Contractor.
- e. The postponement of any work to be executed under the provisions of this Contract.
- f. The dismissal from the works of any person employed thereupon.
- g. The opening up for inspection of any work covered up.
- h. The amending and making good of any defects.
- i. Co-ordination of work with other agencies appointed by the Bank for due fulfillment of the total work.
- j. The Bank shall have a right to delete any item of work from the scope of contract and contractor shall not make any extra claim on this account.
- k. The Contractor shall forthwith comply with and duly execute any work contained in **Electrical Consultant** instructions whether oral or written, It is provided that verbal instructions, directions and explanations given to the Contractor or his representative upon the works by the **Electrical Consultant** shall, if involving a variation, be confirmed in writing by the Contractor within 5 days and if not dissented from in writing within a further 10 days by the **Electrical Consultant**, such shall be deemed to be the **Electrical Consultant's** instructions within the scope of the contract.
- l. If Compliance with the **Electrical Consultant's** instructions involves any variation, the Bank shall pay the Contractor on the Electrical Consultant's certificate the price of the said work (As an extra to be valued by the Electrical Consultant's as hereinafter provided).
- m. If the Contractor fails to comply with the **Electrical Consultant's** instructions within a fortnight after the receipt of written notice from the

Electrical Consultant's requiring compliance with such instructions, the Bank through the **Electrical Consultant's** may employ some other agency to execute any work whatsoever which may be necessary to give effect to such instructions

- n. For the purpose of entering day-to-day instructions by the **Electrical Consultant**, the Contractor shall maintain at his own cost, a "Site Instruction Book" in quadruplicate in which the instructions shall be entered by **Electrical Consultant**.
- o. 'Instruction' to the Contractor shall be generally issued through **Electrical Consultant**. However ./Consultant or Bank for the sake of urgency as a result of inspection may issue instructions directly.

2. GENERAL OBLIGATIONS

4.1 CONTRACT:

The contractor shall enter into and execute a contract in the form annexed hereto within the line specified in the letter of intent and in default thereof the earnest money paid by the contractor shall be forfeited and acceptance of this tender shall be considered as withdrawn. The cost of the stamp of the agreement is to be borne and paid by the contractor.

4.2 TOTAL SECURITY DEPOSIT:

Total Security Deposit shall comprise:

- Earnest Money Deposit
- Initial Security Deposit
- Retention Money

a. **EARNEST MONEY DEPOSIT:**

- a) The Tenderer shall deposit an amount of **1,10,000/- (Rupees One Lakhs Ten Thousand Only)** in the form of Demand Draft or Banker's cheque drawn in favour of **Canara Bank Kolkata" with its Kolkata Circle Office**, at the time of submission of tender as Earnest Money.
- b) No tender shall be considered unless the Earnest Money is so deposited. No Interest shall be paid on this Earnest Money Deposit. No exemption will be allowed

- c)The Earnest Money of an unsuccessful Tenderer will be refunded, without any interest, soon after the decision to award the work is taken.

- d)The Earnest Money Deposit shall stand absolutely forfeited if the Tenderer revokes his tender at any time during the period when he is required to keep his tender open for acceptance by the Bank, or if, after the tender is accepted, the Contractor fails to enter into a formal agreement/or if he fails to pay the security deposit as stipulated/or if he fails to commence the work within stipulated time limit.

b. SECURITY DEPOSIT:

- a)The successful Tenderer to whom the Contract is awarded shall deposit as initial security deposit in cash /by Bank Draft/Bank Guarantee a sum to make up 2% of the value of the accepted tender after the appropriation of the Earnest Money deposited by him.

- b)The successful Tenderer shall pay security deposit within Ten days after receiving the letter of acceptance of his tender. No interest shall be paid on this security deposit.

- c)The security deposit, either in whole or in part thereof, shall be forfeited in the event of the Contractor's failure to observe any terms of this Contract/or non-compliance with the conditions of the Contract.

- d)On virtual completion of the job and on the Contractor's submitting to the **Engineer in Charge** the "As built" drawings, the **Engineer in charge** shall declare the job to be virtually complete and issue a certificate to this effect. Upon acceptance by Bank of such certificate, Security Deposit will be refunded after adjusting any dues recoverable from the contractors.

c. RETENTION MONEY:

- a)In addition to the Initial Security Deposit, retention money shall be deducted from running account bills at 8% of gross value of certified work. Total retention money will be 10% of the final payment.

- b)If the Contractors do not carry out the rectification work during the Defects Liability Period, the Banks shall have the right to get such defective work rectified after giving due notice in writing to the

Contractors and recover/adjust the cost of repairs from the retention amount.

- c) The retention amount will be released upon completion of 1(one) calendar year from the date of acceptance of Virtual Completion within 15 days after adjusting all dues if any from the contractor.

4.3 ACCESS TO WORKS:

The **Electrical Consultant/Bank official** and any person authorised by Bank shall at all reasonable times have free access to the works, and to the workshops, Factories or other places where materials are being prepared or constructed for the Contract and also to any place where the materials are lying or from which they are being obtained. The Contractor shall give every facility to the **Electrical Consultant/Bank** and their representatives for inspection and examination and test of the materials and workmanship. No person unless authorised by the **Electrical Consultant** or the **Bank**, except the Representatives of Statutory Public Authorities authorised by the Bank, shall be allowed on the works at any time. If any work is to be done at a place other than the site of the works, the Contractor shall obtain the written permission of the **Electrical Consultant/ Bank** for doing so.

4.4 TENDERER TO VISIT SITE:

Each Tenderer must before submitting his tender visit the site of works so as to ascertain the physical site conditions and prices, availability and quality of materials according to Specifications before submitting the quotations.

4.5 INSPECTION OF SITE AND SUFFICIENCY OF TENDER:

- a. The Contractor shall inspect and examine the site and its surrounding and shall satisfy himself before submitting his tender as to the form and nature of the site, the quantities and nature of access to the site, the accommodation he may require and in general, shall himself obtain all necessary information as to risk, contingencies and other circumstances which may influence or affect his tender.
- b. The Contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the rates and prices quoted in the Schedule of work/items/quantities or in Bills 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 proper completion and maintenance of the works.
- c. No extra charges consequent on any misunderstanding or otherwise shall be allowed.

- 4.6 Before filling in the Tender, the Tenderer will have to check up all Schedule of Quantities, and will have to get an immediate clarification from the **Electrical Consultant** on any point that he feels is vague or uncertain. No claim nor damages or compensation will be entertained on this account.

4.7 INTERPRETATION OF CONTRACT DOCUMENTS

- a. The various sections of tender / contract documents are intended to be complementary to one another.
- b. In case of a discrepancy in the description of a subject between different sections, the following guidelines shall generally apply.
- c. Special Conditions of Contract shall override General Conditions of Contract.
- d. Special specifications shall override General specifications.
- e. For the sole purpose of determination of rates and prices, the Schedule of Quantities including its Preamble shall override Specifications and drawings.
- f. Detailed drawings shall override General layout drawings.
- g. Hard copies of the drawings shall override Softcopies.
- h. Irrespective of these general guidelines the Contractor shall bring any discrepancy he notices immediately to the attention of the Bank engineer/ **Electrical Consultant** and shall follow **Bank engineer /Electrical Consultant's** instructions accordingly.
- i. **QUALITY CONTROL**

a. QUALITY ASSURANCE:

The contractor shall prepare a detailed quality assurance programme to control activities connected with the work to ensure a quality job at various stages

- Planning
- Execution
- Completion

b. DRAWINGS AND SPECIFICATIONS:

- i. The Work shall be carried out to the entire satisfaction of the Bank / **EIC** and in accordance with the specifications, preambles and details as may be provided by the **EIC/Bank** and in accordance with such written instructions,

directions and explanations as may from time to time be given by the **EIC/Bank** whose decisions as to sufficiency and quality of the work and materials shall be final and binding upon all parties.

- ii. No drawing shall be taken as in itself an order for execution unless, in addition to the **Electrical Consultant's** signature, it bears express words stating remark "FOR CONSTRUCTION".
- iii. All drawings and specifications shall be returned to the **Electrical Consultant** by the Contractor before the issue of the final certificates. The original copy of contract shall remain in the custody of the **Bank** and shall be produced by him at his office as and when required.

iv. DIMENSIONS:

Figured dimensions are in all cases to be followed and in no case should they be scaled. Large-scale details take precedence over small-scale drawings, in case of the discrepancy; the Contractor is to ask for an explanation before proceeding with the work.

Submission of tender

- 1. All the compensation of other sums of money payable by the contractor to the Employers under the terms of this contract may be deducted from the Security Deposit or from any sums that may become due to the contractor on any account whatsoever in the event of the Security Deposit being reduced by reason of any such deduction; the contractor shall within 15 days of being asked to do so make good by Demand Draft any such sums which may have been deducted from the security deposit.
- 2. The Employers do not bind themselves to accept the lowest or any tender and reserve to themselves the right to accept or reject any or all tenders, either in whole or in part, without assigning any reasons whatsoever for doing so.
- 3. Tender document submitted by a Tenderer shall become the property of the Employer and the Employer shall have no obligation to return the same to the Tenderer.

j. ELECTRICAL CONSULTANT

a. ROLE OF THE EIC

- i. **EIC** duties are to design, control and supervise the works and to test any materials to be used or workmanship employed in connection with the works, quality control, project scheduling and monitoring and co-ordinating with all other agencies and Civil Contractor, checking of measurements, certification of bills, preparing extra deviation items, preparing minutes of meetings etc.

- ii. The Contractor shall afford the **EIC** every facility and assistance for examining the works and materials and checking and measuring time and materials. The **EIC** shall have no power to revoke, alter, enlarge, or relax any requirements of this Contract, or to sanction any day-work, additions, alterations, deviations or omissions unless such an authority may be specially confirmed by a written order of the **Bank**.

- iii. The **EIC** of the Bank WILL GIVE CERTIFICATE regarding quality of works, interpretation of drawings, contract documents and finalize the selection of finishing materials. The **EIC** shall check/ record the measurements made by Contractor's representative for all items of works and on completion hand over the records to the Bank.

- iv. The **EIC** shall have the power to give notice to the Contractor or his Engineer In charge about the non-approval of any work or materials and such works shall be suspended or the use of such materials should be discontinued until the decision of the **EIC** in consultation with Bank if required is obtained. The work will from time to time be visited by the ./Consultant / Bank but such examination shall not in any way exonerate the Contractor from the obligation to remedy any defects which may be found to exist at any stage of the work or after the same is completed. Subject to the limitations of this clause, the Contractor shall take instructions only from the **EIC** as the case may be. In other words the contractors shall take total responsibility for the execution of work / items of work by using quality materials and providing best of workmanship to fulfill the true intent of the tender provision.

- v. The **EIC** shall have such other powers and discharge other functions as are specifically provided in this contract including such incidental or consequential powers or duties, subject always to such specific instructions or directions of the Bank, which shall be duly notified to the Contractor.

b. TO DEFINE TERMS AND EXPLAIN PLANS:

- i. The various parts of the Contract are intended to be complementary to one another; but should any discrepancy appear, or any misunderstanding arise as to the import of anything contained therein, the explanations of the **Electrical Consultant** shall be final and binding. The correction of any errors or omissions of the Drawings and Specifications may be made by the **Electrical Consultant**, when such correction is necessary to bring out clearly the intention, which is indicated by a reasonable interpretation of the drawings & Specifications as a whole.

c. MATTERS TO BE FINALLY DETERMINED BY THE ELECTRICAL CONSULTANT:

- i. The **EIC's** decision, opinion, direction, Certificates (except for payments) with respect to all or any of the matter under differ clauses and the schedule of rates, hereof shall be final and conclusive and binding on the parties hereto and shall be without appeal. Banks' instructions if any, in this regard in case of any urgency, shall also be confirmed/vetted by the **Electrical Consultant** at the earliest possible.
- ii. Any of the decision, opinion, direction certificate, or valuation of the Electrical Consultant or any refusal of the Electrical Consultant to give any of the same shall be subject to the right of Arbitration and review in the same way in all respect (including the provision as to opening the reference) as if it were a decision of the Electrical Consultant under the clause.

d. TYPOGRAPHICAL OR CLERICAL ERRORS:

The **EIC** clarifications regarding partially omitted particulars or typographical or clerical errors shall be final and binding on the Contractor.

e. SITE VISITS:

The **Electrical Consultant /Bank's Engineer** shall visit the site from time to time at their discretion, or when expressly called upon to do so, to co-ordinate various activities and/or to answer such queries that may be posed at site on electrical fixtures drawings.

f. ADDRESS FOR SERVICE

- i. All letters and Notices under or pursuant to these presents shall be hand delivered against acknowledgement or sent by Registered Post with Acknowledgement Due at the respective addresses mentioned below. Any change in the addresses shall be duly intimated by the concerned Party to all others.

Address for the Bank

THE DEPUTY GENERAL MANAGER

Canara Bank , Circle Office,
Kolkata
Date:

SPECIAL CONDITIONS OF CONTRACT

1. Tenderers shall go through all documents before quoting rates and provide for necessary cost as may be included in either bill or material or specifications.
2. Tenderers shall be given prices in blank column Entries in English made in ink. Arrive also at the grand total must also fill in all "rates only columns" and sign all corrections.
3. Tender shall be invalid unless all rates are filled in. No arbitrary condition shall be submitted. Tenders shall be signed by all the legal partners of the firm.
4. Each of the tender documents shall be signed by the Tenderer.

5. The Tenderer whose tender is accepted shall be bound to enter in to the contract within eight days of intimation from bank.
6. Work shall be done at nights, non-office hours and holidays without extra charge, if necessary.
7. Tenderer shall provide for stacking of materials in such a way as to facilitate rapid checking of quantities.
8. Materials supplied by owner shall be used only in owner's work.
9. Contractors shall pay any local charges relating to execution of work.
10. Contractor shall allow for all wastages in the rates.
11. Contractor shall arrange for all temporary connections.
12. No extras shall be paid, quantity sheets and drawings both are to be considered jointly and Electrical Consultant is the final authority for the interpretation.
13. Site instruction shall be deemed for proper execution, and shall be carried out without extra charge.
14. Order book with numbered pages shall be kept on site. Contractor shall carry out all instructions properly.
15. Contractors shall insure whole work against fire, CAR and third party.
16. Water, power & staying facilities will have to be borne by the contractor. Bank will not entertain any claims for these.

Section III

GENERAL INSTRUCTIONS TO TENDERERS

SUBMISSION OF TENDER

3.1 Tender in Original Tender Book:

Tenderers are advised to use only the forms(tender books) issued by the Employer/ forms downloaded from the website. In case the tenders are submitted from downloaded tender forms from the website, If any change/modification there to is found subsequently, such tenders are liable for disqualification. However, If they desire to submit additional information, they may do so on their own letter head. Each page of forms shall be signed and returned.

3.1.1 Part I of the tender as submitted shall contain the following :

- i. EMD: Earnest money in the form of DD issued by a scheduled Bank in India in favor of "CANARA BANK Kolkata".
- ii. Power of Attorney: Power of Attorney/ authorization with the seal of the company/ firm in the name of the person signing the tender documents.
- iii. Any other Technical Information: Any other technical information if tenderer wishes to furnish
- iv. Undertaking by tenderer: The tenderer shall furnish an undertaking in the format as given below on his letter head duly signed by authorized signatory confirming his acceptance of the tender conditions and specifications etc. Offers with deviations from tender conditions/ specifications or with tenderers own conditions are liable to rejection.

To

Dy. General Manager
CANARA BANK,
Circle Office, **Building,**
Kolkata

Dear Sir,

Sub: PASSENGER LIFT FOR CANARA BANK , CIRCLE OFFICE, AT Kolkata .

We further confirm our acceptance of terms/ conditions/specifications of Tender in full and also confirm that our offer is in total conformity with the requirement of specifications/ conditions/ BOQ of the Tender. We further confirm that our offer does not have any of our own conditions or any deviations from tender.

Signature (Tenderer)

Date: _____

Seal _____

This statement of tenderer's undertaking will take precedence in case of any conflict between the undertaking and any other statement tenderer in his offer.

3.1.2 The tenderers are advised to visit the site of installation and the existing installations and acquaint themselves of the site conditions before tendering.

3.1.3 The tenderers are advised to submit the tender based strictly on the General Conditions of the Contract and Technical Specifications contained in the tender documents, and not to stipulate any deviations. If acceptance of the terms and conditions given in the tender documents has any price implications, the same should be indicated clearly. Tender, containing deviations from the terms and conditions, is liable to be rejected.

3.1.4 The tenderers shall submit full details of the patent, trade mark, registered design, intellectual property rights, copyrights, industrial property rights held by them or used by them of any third party with regard to design or any part of the system.

3.1.5 All information correspondence letters shall be submitted in duplicate and addressed to the Canara Bank, Circle Office Kolkata.

3.2 Clarifications by Tenderers

The tenderer may seek from the Bank/ Consultant clarifications, if any, within 10 days time from the first date of issue of tenders either in person or through correspondence.

3.2.1 The tenderer should indicate in his tender the complete description of the working of the System/sub- systems and their power & water requirements with all relevant brochures/ literature etc. in addition to those called for in the Technical Specifications of tender.

3.2.2 The tenderer shall carefully check the specifications and shall satisfy himself that the equipment offered is suitable as per Technical Specifications of tender.

3.2.3 Tenderer shall supply all tools, Plants, scaffolding, labour and consumables etc as required for installation, testing and commissioning of the system.

3.2.4 The tenderer shall state clearly in his tender the standard tools, spare parts which he will supply free of cost when installing the equipments and handover same to the Employer after completion of the work.

3.3 Validity of Tender

The tender along with the prices shall remain valid initially for a period of 90 days from the date of opening of Part I of the tender, which period may be further extended by mutual agreement in writing by the Tenderer and Tenderer shall not cancel or withdraw the tender during this period.

3.4 Lowest Tender Not Necessarily To Be Accepted

3.4.1 The Employer is not bound to accept the lowest or any tender or to assign any reason for non acceptance

3.4.2 The tenderer whose tender is not accepted shall not be entitled to claim any costs charges, damages and expenses of and incidental to or incurred by him through or in connection with his submission of tenders.

3.5 Earnest Money, Initial Security Deposit, Retention Money, Total Security Deposit and Release Security Deposit, Performance Guarantee

3.5.1 CONTRACT:

The contractor shall enter into and execute a contract in the form annexed hereto within the line specified in the letter of intent and in default thereof the earnest money paid by the contractor shall be forfeited and acceptance of this tender shall be considered as withdrawn. The cost of the stamp of the agreement is to be borne and paid by the contractor.

3.5.2 Release of Security Deposit:

After completion of 12(twelve) months from the date of issue of virtual completion certificate.

If the Contractor do not carry out rectification work during the Defects Liability Period, the Employer shall have the right to get such defective work rectified after giving due notice in writing to the contractor and recover the cost of repairs from the money so retained.

3.5.3 Performance Guarantee

The successful tenderer shall furnish an amount equal to 5% (five percent) of the contract value in the form of Bank Guarantee from any scheduled Bank in the form prescribed in the tender as per Annexure –I / any other format acceptable to the Bank(which will be submitted along with the letter of acceptance) towards Performance Guarantee for the due fulfillment of the contract. This Bank Guarantee towards Performance shall be valid for the contract completion period.

The tender shall guarantee among other things, the following:

- a) Quality, strength and performance of the materials used.
- b) Safe mechanical and electrical stress on all parts under all specified conditions of operation.
- c) Satisfactory operation during maintenance period.

3.5.4 Terms of Payment

Subject to execution of contract being performed by the contractor in accordance with various clauses/conditions/specifications etc of contract agreement and subject further to deductions/recoveries, if any, as applicable, payment to the contractor will be made in following manner:

a. RA Bills:

The contractor shall raise Running Account bills for the completed works as follows:

- 1)20% of the contract value after successful delivery of all materials to site complete in all respect
- 2)40% of the contract value after succesfull erection of lifts
- 3)40% of the contract value after issue of virtual completion certificate

Note:

- ii. The above payments are subject to recovery/ deductions, if any, being made the bills of contractor as may be required during execution of the work.
- iii. Income tax and other statutory deductions as admissible will be made at source while processing the payment to the contractor.

- iv. Payment towards operation and maintenance of the system will be made separately and same shall not be included in the above payments.

3.6 Taxes

The Basic price quoted should include all taxes/levies i,e including cost of transportation, insurance, Duties and charges etc, excluding the taxes like CST/LST/VAT ,Octroi / Entry Tax. The LST/VAT/CST(as the case may be) will be paid by the Bank at actual. The entry tax, Octroi will also be reimbursed by the Bank at actual on production of documentary proof. Service tax will be paid extra.

3.7 Escalation

No escalation and payment due to increase in process/wages will be made to the contractor. The rates quoted shall be inclusive of all taxes/duties, material, labour and shall remain firm throughout till completion of work and nothing extra beyond the quoted rates shall be paid for whatsoever reason.

3.8 Insurance

The contractor shall take all insurances at his cost to cover all kinds of risks from the time the equipments/materials leave the manufacturer's works till handing over the All Complete system to the Employer, in the joint names of the Employer and the contractor and it shall cover the following risks.

- Transit insurance for transportation from manufacturer's works to site (By Air/Sea/Road etc. as applicable).
- Storage, erection, testing and commissioning policy FOR THE TOTAL AMOUNT OF CONTRACT.
- Workmen compensation policy for employees of the contractor at site.
- Third party liability policy for a total of Rs. 5 lakh and with a limit of Rs. 1 lakh per accident.
-

Note: These policies shall be valid till the completion of the work. If these policies are not provided by the contractor, The Employer reserves the right to take the above insurance policies themselves and recover the cost there of from the bill of the contractor.

3.9 Completion Period

- 3.9.1 Time allowed for carrying out the work, as mentioned in the Memorandum, shall be strictly observed by the Contractor and it shall be reckoned from the 10th day after written order to commence the work is issued. The work shall throughout the stipulated period of the contract be proceeded with all the diligence and if the contractor fails to complete the work within the specified period, he shall be liable to pay liquidated damages as defined in "Appendix herein before referred to" of the contract.
- 3.9.2 The contractor shall submit a Bar Chart for completion of the work within the contractual completion period from the tenth day of letter of intent. Such chart shall include all

activities like the date of supply of material at site, Item wise completion of work etc., and obtain the approval of the Employer.

- 3.9.3 Employer will provide storage space within the compound of the building. However the responsibility and safety of the materials stored will be with the contractor. No accommodation will be provided for any worker by the Employer.

3.10 **Warranty /Defect Liability Period**

The equipments and materials supplied under this contract shall be guaranteed against all types of defects (manufacturing and workmanship) for a period of one year from the date of commissioning and successful operation of the system including all settings and adjustments as detailed under testing of system which will be considered as the virtual date of completion. Any defect in the system/ sub assembles found within the defects liability period shall be rectified/replaced by the tenderer free of cost. During this period, servicing at quarterly interval or earlier, as prescribed by the manufacturer and as mutually agreed to, shall be carried out free of cost. This guarantee shall also cover replenishment of consumables such as refrigerant, oil etc. lost due to defective material or workmanship.

During the currency of the defects liability period, if the downtime of the system exceeds three days in case of minor repairs and 30 days in case of major repairs at any one instance, except for periodical maintenance etc as recommended by the manufacturer, a penalty equivalent to twice the downtime will be levied in the form of extension of the Defect Liability period.

The contractor shall also ensure that the required spares etc for proper maintenance are readily available with them.

The entire system shall be guaranteed to be free from defective workmanship or materials and any defects that may appear within one year from the date of issue of completion certificate, which in opinion of the Employer have arisen from bad workmanship or materials, shall upon intimation by the Employer, be made good by the Contractor at his own cost within the time specified. During the said period of one year the successful tenderer shall make periodical inspection of the working of the system free of charge at least once a quarter and attend to various equipments and other service/settings that may be required of him.

3.11 **Statutory Approvals**

- a. **Fees and Permits: It shall be Contractor's responsibility to secure necessary approvals from all public authorities and licensing authorities.**
Status should be weekly updated to Bank/Electrical Consultant. No delay in this matter will be entertained and liable to penalty clause as per terms and conditions of tender.
- b. **Bye Laws and Regulations:** The installation shall be in conformity with the Bye-laws, Regulations and Standards of the local authorities concerned in so far as these become applicable to the installation. But if these Specifications and Drawings call for a higher standard of materials and/ or workmanship than those required by any of the above Regulations and Standards, then these Specifications and Drawings shall take precedence over the said Regulations and Standards. However, if the drawings or Specifications require something, which violates the Bye-Laws and regulations, then the Bye- Laws and Regulations shall govern the requirement of this installation.

3.12 List of spares and cost

Tenderer shall also submit a list of important spares along with the cost of the same .

3.13 Packing and Dispatch

The equipment shall be properly and securely packed in boxes and multiple handling and transportation by seal/air/rail/road under Indian Conditions. All equipment/Components shall be delivered at the site of work.

3.14 Signing of contract agreement

The General instructions to the tenderer and special conditions, conditions hereinbefore referred to Conditions of Contract and Technical Specifications and the subsequent correspondences exchanged between the employer and the tenderer and the work order placed shall be the basis of the final contract to be entered into with the successful tenderer.

The tenderer shall go through all the terms and conditions given in the general conditions of contract herewith and his offer shall be strictly in line with the term specified therein. No deviation from the terms and conditions specified shall be acceptable. Each page of the tender documents should be signed for his/their having acquainted himself/themselves in the general conditions of contract, Technical specifications etc.

The tender submitted on behalf of affirm shall be signed by all the partners of the firm or a partner who has the necessary authority on behalf of the firm to enter in to the propose contract. Otherwise tender may be rejected.

On receipt of intimation from the Employer of the acceptance of his/their tender, the successful tenderer shall be bound to implement the contract and within fourteen days thereof, the successful tenderer shall sign an agreement in accordance with the draft agreement. Notwithstanding the signing of the agreement the written acceptance by the Employer of tender in itself will constitute a binding agreement between the Employer and the person so tendering, whether such contract is or not subsequently executed.

The contractor shall not assign the contract. He shall not sublet any portion of the contract except with the written consent of the Employer. In case of breach of these conditions, the employer may serve a notice in writing on the Contractor rescinding the contract whereupon the security deposit shall stand forfeited to the Employer, without prejudice to his remedies against the Contractor.

3.15 Language

The tender including all labels in documents, catalogues etc. shall be in English.

3.16 Right to accept part tender

The employer reserves the right to accept the tender either in whole or in part at the same prices quoted by the tender.

3.17 Import license

Import license if required will be obtained by tenderer. All necessary documents/ fees required to be submitted/ paid to the relevant authorities, for obtaining the import license shall be the sole responsibility of the tenderer.

3.18 Order Cancellation

If the vendor fails to deliver and/or install the equipment within the stipulated time schedule or the extended date communicated by the bank, it will be a breach of contract. The Bank reserves the right to cancel the order in the event of delay in delivery/ installation/ commissioning of equipment and forfeit the Earnest Money Deposit.

3.19 Drawing

The contractor shall prepare detailed working drawings (shop drawings) and gets this working drawings approved by the Employer/Consultant/ Government authorities. The approval of such drawings by the employer /Consultant shall be from the point of view of assisting the contractor in coordination of services of other agencies and shall not absolve the contractor of his absolute and indivisible responsibility on performance of his installations. The contractor shall furnish as built drawings on CD's after completion of the work and after incorporation all the modifications done at site.

3.20

Further, the consultant shall also supply to the Bank free of cost three sets of "As built drawings" for records and future reference of the Bank.

The equipment and their associated works including the routes etc may be arranged in the space allotted subject to approval of Employer/Consultant.

3.21 Adherence to Specifications

The contractor shall carry out all the work strictly in accordance with the approved detail specifications and instructions of the consultant. If in opinion of Consultant/Employer nominal changes have to be made to suit the site conditions, the contractor shall carry out without any extra charge.

3.22 Banks Scope: Pit proofing, shaft lights , white wash double earthing and power supply will be in Banks scope

3.23 Acquaintance with the site work

The tenderer must obtain for himself on his own responsibility and his own expense, all the information which may be necessary for the purpose of making a tender and for entering into a contract and must examine the drawings, inspect the site of the work, and acquaint himself with all local conditions, means of access to the work, nature of the work and all matters pertaining thereto ensuring overall size of equipment is compatible with the requirement/ access/ space available at site. The Employer's / Consultants decision in such cases shall be final and shall not be open to arbitration.

If the contractor is required to work at night and/or on Sundays and Holidays in order to complete the work within the time schedule, the contractor shall provide and maintain at his own cost necessary arrangements to enable to work to proceed satisfactorily. No extra payments will be made for night work. Prior intimation and approval should be taken from

Employer thru Consultant this regard. Any permission etc from local statutory bodies shall be obtained as applicable at his own risk and cost.

3.24 Schedule of Quantity

A Schedule of Probable Quantities in respect of each work and Specifications accompany these Special Conditions. The Schedule of Probable Quantities is liable to alteration by omission, deductions or additions at the discretion of the Employer. Each tender should contain not only the rates but also the values of each item of work entered in a separate column and all the items should be totaled in order to show the aggregate value of the entire tender.

- 3.24.1 The rates quoted in the tender shall include all charges for scaffoldings, watch and word, protection of all erections, matters or things and the contractor shall take down and remove any or all such centering, scaffolding etc. as occasion shall require or when ordered so as to do, and fully reinstate and make good all matters and things disturbed during the execution of work and to the satisfaction of the Employer.

3.25 Not entitled for any compensation

The contractor shall not be entitled to any compensation for any loss suffered by him on account of delays may be, including delays arising out of modifications to the work entrusted to him or in nay sub-contract connected therewith or delays in awarding contracts for other trades of the project or in commencement or completion of such works. The Employer does not accept liability for any sum besides the tender amount, subject to such variations as are provided for herein.

3.26 Bound to carry all items of work

The successful tenderer is bound to carry out all items of work necessary for completion of the job even though such items are not included in the quantities and rates, Schedule of instruction in respect of such additional items and their quantities will be issued in the writing by the Employer.

3.27 Co-operate with other agencies

The successful tenderer must co-operate with the other contractors appointed by the Employer so that the work shall proceed smoothly with the least possible delay.

3.28 Fire Fighting Arrangement

The tenderer shall provide requisite number of fire extinguishers and adequate number of buckets filled with sand and some with water easily accessible places while carrying out welding works etc.

3.29 Contractor labour Rules- Regulations

i. Labour Rules:

The Contractor shall at all times during the continuance of the contract, comply fully with all exiting Acts, regulations and bylaws including all statutory amendments and re-enactment of State or Central Government and other local authorities and any other enactments, notifications

and acts that may be passed in future either by the state or the contract labour (Regulation and Abolition) Act 1970 and equal Remuneration Act 1976 , Factories Act, Minimum Wages Act , Provident Fund Regulation, Employees Provident Fund Act schemes made under the same Act and also Labour Regulations mentioned in Annexure A-I. Health and Sanitary Arrangement of Workmen, Insurance and other benefit and shall keep employer indemnified in case any action is commenced by competent authorities for contravention by the contractor. If the Employer is caused to pay reimburse, such amounts as may necessary to cause or observe, or for non-observance of the provisions stipulated henceforth on the part of the contractor, the Employer shall have the right to deduct from any money due to the contractor, his amount of performance Security or recover from the contractor personally any sum required or estimated to be required making good the loss or damage suffered by the Employer, responsibility in connection with the employees of the contractor, who shall, in no case, be treated as the employees of the Employer at any point of time.

ii. Fair Wages:

The contractor shall pay the labourers engaged by him on, the work not less than fair wages which expression shall mean, whether for time of piece work, the respective rates of wages fixed by the local authorities as fair wages for the area payable to the different categories of labourers or those notified under minimum wages Act for corresponding employees of the employer, whichever may be higher.

The Contractor shall, not with standing the provisions of a contract to the country, cause to be paid a fair wage to labourers indirectly engaged on the works, including any labour engaged by sub/contractors in connection with the said works as if the labourers had been directly employed by him.

iii. Notices:

The contractor shall before he commences the work, display, and correctly maintain in a clean and legible condition at a conspicuous place on the site, notices in English and in a language spoken by the majority of the workers, stating therein the rate of wages which have been fixed as fair wages and the hours of work for which such wages are earned and send a copy of such notice to the Consultant/Employer.

iv. Record of Wages etc:

The contractor shall maintain records of wages and other remuneration paid to his employees in such form as may be convenient and as per the requirements of the project consultant/ Employer and the Conciliation Officer (Central), Ministry of labour Government of India, such other authorized person appointed by the central or State Government and the same shall include the following particulars of each worker:

- a. Name, worker's number and grade
- b. Rate of daily or monthly wages
- c. Nature of work on which employed.
- d. Total number of days worked during each wage period.
- e. Total amount of payable for the work during each wage period. All deductions made from the wage with details in each case of the ground for which the deduction is made.

- f. Wage actually paid for each wage period.
- g. The contractor shall provide a Wage Slip for each worker, employed on the works.
- h. The wage records and wage slips shall be preserved for at least 12 months after the last entry for inspection of wage records.
- i. The contractor shall allow inspection of the aforesaid wage records and wage slips the ./PMC and to any of his workers or to his agent at a convenient time and place after due notice is received, or to the Employer or any person authorized by him on his behalf.
- j. The Employer/ . or any other person authorized by them on their behalf shall have power to make enquires with a view to ascertaining and enforcing due and proper observance of the Air Wages Clause. He shall also have the power to investigate into any complaint regarding any default made by the contractor or sub-contractor in regard to such provision.
- k. No Party shall be represented by a legal practitioner in any investigation or inquiry under this Clause, unless ./Employer agree otherwise.

v. Safety Provisions:

The contractor shall comply with all the precautions as required for the Safety of the workmen by the ILO Convention No. 62 as far as they applicable to the contract. The contractor shall provide all necessary safety appliances, gears like goggles, helmets, masks, etc to the workmen and the staff.

A. Scaffolds

- i. Suitable scaffolds shall be provided for workmen for all works that cannot safety be done from the ground, or from solid construction except in the case of short duration work which can be done safety from ladders. When a ladder is used, it shall be rigid construction made either of good quality of wood or steel. The steps shall have a minimum width of 450mm and a maximum rise of 300m. Suitable hand holds of good quality wood or steel shall be provided and the ladder shall be given an inclination not steeper than 1/4 to 1 (1/4 horizontal and 1 vertical)
- ii. Scaffolding or staging more than 4m. above the ground floor, swung or suspended from an overhead support or erected with stationary support shall have a guard rail properly bolted, braced or otherwise secured, at least 1m above the floor or platform of such scaffolding or staging and extending along the entire length of the out side and ends thereof with only such openings as may be necessary for the delivery of materials, Such scaffolding or staging shall be so fastened as to prevent it from swaying from the building or structure.
- iii. Working platforms, gangways and stairways shall be so constructed that they do not sag unduly or unequally and if the height of the platform, gangway or stairway is more than 4 m above ground level or floor level, they shall be closely boarded and shall have adequate width and be suitably fenced as described in (ii) above.
- iv. Every opening in the floor of a building or in a working platform shall be provided with suitable means to prevent the fall of persons or materials by providing suitable fencing or railing whose minimum height shall be 1m.

- v. Wherever there are open excavations in ground, they shall be fenced off by suitable railing and danger signals installed at night so as to prevent persons slipping into the excavations.
- vi. Safe means of access shall be provided to all working places. Every ladder shall be securely fixed. No portable single ladder shall be over 9m in length while the width between side rails in rung ladder shall in no case, be less than 290mm for ladder upto and including 3m. In length. For longer ladders this width shall be increased at least 20mm for each additional meter of length.
- vii. A sketch of the ladders and scaffolds proposed to be used shall be prepared and approval of the Engineer obtained prior to construction.

B. Other Safety Measures

- i. All personnel of the contractor working within the plant site shall be provided with safety helmets. All welders shall wear welding goggles while doing welding work and all metal workers shall be provided with safety gloves. Persons employed on metal cutting and grinding shall wear safety glasses.
- ii. Adequate precautions shall be taken to prevent danger from electrical equipment. No materials on any of the sites of work shall be so stacked or placed as to cause danger or inconvenience to any person or the public.

C. Excavation and Trenching

- i. All trenches, 1.25m or more depth shall at all times be supplied with at least one ladder for each 30m. in length or fraction thereof. The ladder shall be extended from bottoms of the trench to at least 1m. above the surface of the ground. Sides of trenches which are 1.5m or more in depth shall be stepped back to give suitable slope or securely held by timber bracing so as to avoid the danger of sides collapsing. The excavated materials shall not be placed within 1.5m of the edges of the trench or half of the depth of the trench whichever is more. Cutting shall be done from top to bottom. Under no circumstances undermining or undercutting shall be done.
- ii. The contractor shall take all measures on the site of the work to protect the public from accidents and shall be bound to bear with expenses of defense of every suit, action or other proceeding at law that may be brought by any persons for injury sustained owing to neglect of the above precautions and to pay any such persons or which may with the consent of the contractor, be paid to compromise any claim by any such person.

D. Demolition

- i. No electric cable or apparatus which is liable to a source of danger over a cable or apparatus used by the operator shall remain electrically charged.
- ii. All practical steps shall be taken to prevent danger to persons employed from the risk of fire or explosion or flooding. No floor, roof or other part of the building shall be so overloaded with debris or materials as to render it unsafe.

E. Personal Safety Equipments

- i. All necessary personal safety equipment as considered adequate by the Engineer should be kept available for the use of the person employed on the site and maintained in a condition suitable for immediate use, and the contractor should take adequate steps to ensure proper use of equipment by those concerned.
 - 1. Workers employed on mixing asphaltic materials, cement and lime mortars shall be provided with protective footwear and protective goggles.
 - 2. Those engaged in welding works shall be provided with welder's protective eyesight lids.
 - 3. Stone breakers shall be provided goggles and protective clothing and seated at sufficiently safe intervals.
 - 4. When workers are employed in sewers and manholes, which are in use, the contractor shall ensure that the manhole covers are opened and are ventilated at least for an hour before the workers are allowed to get into manholes and the manholes so opened shall be cordoned off with suitable railing and provided with warning signals or boards to prevent accident to the public.
 - 5. The contractor shall not employ men below the age of 18 years and women on the work of painting with products containing lead or any toxic material in any form. Wherever men above the age of 18 years are employed on the work of such painting the following precautions should be taken.
 - 1. No paint containing lead or lead products shall be used except in the form of paste or ready made paint. Paints like vinyl and epoxies having toxic fumes should be applied after following all precautions laid down by manufactures.
 - 1. Suitable face masks should be supplied for use by the workers when paint is applied in the form of spray or a surface having lead paint dry rubbed and scrapped.
 - 2. Overall shall be supplied by the contractor to the workmen and adequate facilities shall be provided to enable the working painters to wash during the cessation of work.
- ii. When the work is done near any public place where there is risk of drowning all necessary equipments should be provided and kept ready for use and all necessary steps taken for prompt rescue of any person in danger and adequate provision should be made for prompt first aid treatment of all injuries likely to be sustained during the course of the work.

F. Hoisting Machines

- i. Use of hoisting machines and tackle including their attachments anchorage and supports shall conform to the following standards or conditions:
 - a. These shall be of good mechanical constructions sound material and adequate strength and free from patent defect and shall be kept in good repair and in good working order.

- b. Every rope used in hoisting or lowering materials or as means or suspension shall be of durable quality and adequate strength and free from patent defects.
- b. Every crane driver or hoisting appliance operator shall be properly qualified and no person under the age of 21 years shall be in charge of any hoisting machine including any scaffolding winch or give signals to operator.
- c. In case of every hoisting machine and of every chain ring hook, shackle shovel and pulley block used in hoisting or as a means of suspension the safe working load shall be ascertain by adequate means. Every hoisting machine and all gear referred to above shall be plainly marked with the safe working load. In case of a hoisting machine having a variable safe working load, each safe working load and the conditions under which it is applicable shall be clearly indicated. No part of any machine or any gear referred to above in this paragraph shall be loaded beyond the safe working load except for the purpose of testing.
- d. In case of departmental machines, the safe working load shall be notified by the engineers. As regards contractors, machines, the contractor shall notify the safe working load of the machine to the engineer whenever he brings any machinery to site of work and get it verified by the engineer concerned.
- e. Motors, Gearing, Transmission, Electric Wiring and other dangerous parts of hoisting appliances should be provided with efficient safeguards. Hoisting appliances should be provided with such means as well reduced to the minimum of the risk of any part of a suspended load becoming accidentally displaced. When workers are employed on electrical installations which are already energized, insulated mats, wearing apparel, such as gloves, sleeves and boots as may be necessary, should be provided. The workers should not wear any rings, watches and carry keys or other materials which are good conductors of electricity.
- f. All scaffolds, ladders and other safety devices mentioned or described herein shall be maintained in safe condition and no scaffold, ladder or equipment shall be altered or removed while it is in use.
- g. Adequate washing facilities should be provided at or near places of work.
- h. These safety provisions should be brought to the notice of all concerned by display on a notice board at a prominent place at work spot. The person responsible for compliance of the safety code shall be named therein by the contractor
- i. To ensure effective enforcement of the rules and regulations relating to safety precautions the arrangements made by the contractor shall be open to inspection by the Labour Officer, engineers of the Department or their representatives.
- j. Notwithstanding the above clause from (i) to (xviii), there is nothing in these to exempt the contractor from the operations of any other Act or rule in force in the Republic of India.

3.30 **First Aid:**

At every workplace, there shall be maintained in readily accessible place first aid appliances including an adequate supply of sterilized dressings and sterilized cotton wool as prescribed in the Factory rules of the State in which the work is carried on. The appliances shall be kept in good order and, in large workplaces; they shall be placed under the charge of a responsible person who shall be readily available during working hours.

At large workplace, where hospital facilities are not available within easy distance of the works, First Aid Posts shall be established and be run by a trained compounder. Where large workplaces are remotely situated and far away from regular hospital, an indoor ward shall be provided with one bed for every 250 employees.

Where large workplace are situated in cities, towns or in their suburbs and no beds are considered necessary owing to proximity of city or town hospitals, suitable transport shall be provided to facilitate removal of urgent cases to these hospitals. At other workplaces, some conveyance facilities shall be kept readily available to take injured person or persons suddenly taken seriously ill, to the nearest hospital.

At large workplace, there shall be provided and maintained an ambulance room containing the prescribed equipment and in the charge of such medical and nursing staff as may be prescribed. For this purpose, the relevant provisions of the Factory rules of the State Government of the area, where the work is carried on, may be taken as the prescribed standard.

3.31 Accommodation for Labour

The contractor shall during the progress of the work make provision for living accommodation and ancillary for Labour at his own expenses to the standards and the bank will not take any responsibility for the same.

3.32 Payment of Wages- Wages shall be paid as statutory regulation

- i. Wages due to every worker shall be paid to him directly. All wages should be paid in current coins or currency or in both.
- ii. Wages of every worker employed on the contract shall be paid where the wage period in one week, within THREE days from the end of the wage period, and in any other case before the expiry of the 7th day or 10th day from the end of the wage period according as the number of workers does not exceed 1000 or exceeds 1000.

Note: The term "working day" means a day on which the working on which the labour is employed is in progress.

3.33 Register of Workmen

A register of workmen shall be maintained in the form appended to the relevant regulations and kept at the work site or as near to it as possible and relevant particulars of every workman shall be entered therein within THREE days of his employment.

3.34 Employment Card

The contractor shall issue an employment card in the form appended to the relevant regulations to each worker on the day of work or entry into his employment. If a worker already has any such card with him issued by the previous employer, the contractor shall merely endorse that Employment Card with relevant entries. On termination of employment, The Employment Card shall again be endorsed by the contractor and returned to the worker.

3.35 Register of Wages etc.

- i. A register of wages-cum-muster roll in the form appended to these regulations shall be maintained and kept at the work site or as near to it as possible.
- ii. A wage slip in the form adequate to these regulations shall be issued to every worker employed by the contractor at least a day prior to disbursement of wages.

3.36 Secured Advance Against Machinery/ Equipments Brought to Site

No request for advance payment will be entertained under any condition.

3.37 RA Bill Certificate:

Phase of work Completed as applicable:
As detailed in Appendix-a SI No. 15

Signature and Date of
Representative Contractor

Signature and Date of
EIC

The work recorded in the above mentioned measurements has been done at the site satisfactory as per tender drawings, conditions and specifications.

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

Witness

Signature of Tenderer

Address

Address

Date

Date

4.0 **Section IV : ADDITIONAL CONDITIONS**

4.1 In construing these conditions and the specifications, Schedule of Quantities and Contract Agreement, the following words shall have the meanings herein assigned to them except where the subject or context otherwise requires:

- a. **"Bank" or "Employer" or "Owner"** shall mean "Canara Bank" with Kolkata, and shall include his/their heirs, legal representatives, assignees and successors.
- b. **"Contractor" / "Contractors"** shall mean the person or the persons, firm or company whose tender has been accepted by the Bank and shall include his/their heirs, and legal representatives, the permitted assigns and successors.
- c. **"This Contract"** - Shall mean the Integrity Pact, the Special conditions, the Appendix, the Schedule of Quantities and specifications etc. attached hereto and duly signed.
- d. **"Site"** - Shall mean the site of the contracted works including any building and erection thereon and any other land (inclusively) as aforesaid allotted by the Bank for the contractor's use.
- e. **"Works"** shall mean the works to be executed and recorded in accordance with the Contract and shall include all extra or additional altered or substituted works as required and recorded for the performance of the Contract
- f. **"Contract Documents"** shall include the notice inviting Tenders, the Integrity Pact, the General Conditions of Contract, the special conditions of contract, the Appendices, the Schedule of Quantities, Specifications for Materials, Work-Sheet and mode of measurements, and drawings pertaining to the work. All sections of this Contract Document are to be read together. Further such correspondence between the Bank / Electrical Consultant and Contractors as admitted by the Bank before award of work and thereafter shall also form part of contract documents.
- g. **"Drawings"** shall mean the drawings referred to in the specifications, description of items etc. and any modifications of such drawings approved in writing by the Consultant and such other drawings as may from time to time be furnished or approved in writing by the Consultant.
- h. **"Notice in Writing"** or written notice shall mean a notice in writing, typed or printed characters, sent by the Bank (unless delivered personally or otherwise) proved to have been received by registered post to the last known private or business address or registered office of the contractors and shall be deemed to have been received by them when in the ordinary course of post it would have been delivered.

- i. **“Act of Insolvency”** shall mean any Act of Insolvency as defined by the Presidency Towns Insolvency Act, or the Provincial Insolvency Act or any Act amending such original act/s.
- j. **“Virtual Completion”** shall mean that the works are in the opinion of the **Electrical Consultant** complete or fit for occupation.
- k. **“Net Prices”** - If in arriving at the contract amount the contractor shall have added to or deducted from the total of the items in the Tender any sum, either as a percentage or otherwise, then the net price of any item in the Tender shall be the sum arrived at by adding to or deducting from the actual figure appearing in the Tender as the price of that item a similar percentage of proportionate sum, provided always that in determining the percentage or proportion of the sum so added or deducted by the contractor the total amount of any Prime Cost Items and Provisional sum of money shall be deducted from the total amount of the Tender. The expression "net rates" or "net prices" when used with reference to the contract or accounts shall be held to mean rates or prices so arrived at. Words "importing persons" including firms and corporations. Words importing the singular only also include the plural and vice versa where the context requires.
- l. **“Employer’s Engineer”** The term “Employer’s Engineer” shall mean the person appointed and paid by the Employer to inspect the works. The contractor shall afford the Employer’s Engineer every facility and assistance for inspecting the works and materials, and for checking and measuring time and materials. Neither the Employer’s Engineer nor any representative of the Employer shall have power to set out works or to revoke, alter, enlarge or relax any requirements of the Contract, or to sanction any day work, additions, alterations, deviations, or omissions, or any extra work whatever, except in so far as such authority may be specially conferred by a written order of the Employer’s Engineer with the prior concurrence in writing of the Employer.
- The Employer’s Engineer or any representative of the employer shall have power to give notice to the contractor or his representative of non-approval of any work or materials and such work shall be suspended or the use of such materials shall be discontinued. The work will, from time to time , be examined by the Employer’s Engineer but such examination shall not in any way exonerate the Contractor from the obligation to remedy any defects which may be found to exist at any stage of the works or after the same is completed.
- m. **“Any ambiguity”** In case of any ambiguity or conflict between any two statements/clauses/sections of the tender, the more stringent shall prevail and decision of the Consultant/Bank in this regard shall be final and binding.

Words importing persons include firms and Corporations, words importing the singular only also include the plural and vice versa where the context requires. Headings and marginal notes to these conditions shall not be deemed to form a part thereof or be taken into consideration in the interpretation or construction thereof or of the contract.

4.2 **Scope of Contract:**

The contractor shall carry out and complete the said work in every respect in accordance with this contract and with the directions of and to the satisfaction of the Employer. The Employer may in his absolute discretion and from time to time issue further drawings and/or written instructions, details, directions and explanations, which are hereafter collectively referred to as "Employer's Instructions" in regard to:

- a. The variation or modification of the design, quality or quantity of works or the addition or omission or substitution of any work.
- b. Any discrepancy in the Drawings or between the schedule of Quantities and/or Drawings or Specifications.
- c. The removal from the site of any materials brought thereon by the contractor and the substitution of any other material therefore.
- d. The removal and /or re-execution of any works executed by the contractor.
- e. The dismissal from the works of any persons employed thereupon.
- f. The opening up for inspection of any work covered up.
- g. The amending and making good of any defects under Clause 19 hereof. The Contractor shall forthwith comply with and duly execute any work comprised in such Employer's instructions provided always that verbal instructions, directions and explanations given to the Contractor of his representatives upon the works by the employer shall, if involving a variation, be confirmed in writing by the contractor within seven days, and if not dissented from in writing within a further seven days by the employer, such shall be deemed to be Employer's instructions within the scope of the contract.

4.3 **Variations to be approved by Employer**

The Contractor shall submit a statement of variations giving a quantity and rates duly supported by analysis or rates, vouchers etc. The rates on scrutiny and final acceptance by the Employer shall form a supplementary tender. The Employer shall not be liable for payment of such variation until these statements are sanctioned by it.

4.4 **Contractor to provide everything necessary at his cost**

Contractor to provide everything necessary at his cost, everything necessary for the proper execution of the works according to the intent and meaning of the drawing, Schedule of quantities and specifications taken together whether the same may or may not be particularly shown or described therein provided that the same can reasonably be inferred there from, and if the contractor finds any discrepancy in Schedule of Quantities and

Specifications, he shall immediately and in writing refer same to the Employer who shall decide which is to be followed.

4.5 Authorities, Notices and Patents

4.5.1 The Contractor shall conform to the provisions of any Act of the Legislature relating to the works, and to the regulations and bye-laws of any authority, and of electric supply and other companies and/or authorities with whose systems, the installation is proposed to be connected and shall, before making any variations from the Drawings of Specifications that may be necessitated by so conforming, give to the Employer, written notice, specifying the variation proposed to be made and the reason for making it and apply for instructions thereon. In case the Contractor shall not receive such instructions within ten days, he shall proceed with the work conforming to the provisions, regulations or bye-laws, in question.

4.5.2 The Contractor shall bring to the attention of the Employer, all notices required by the said Acts, regulations or by-laws to be given to any authority and pay to such authority, or to any public office, all fees that may be properly chargeable in respect of the works and lodge the receipts with the employer.

4.5.3 The Contractor shall indemnify the employer against all claims in respect of rights, and shall defend all actions arising from claims, and shall himself pay all royalties, license fees, damages, cost and charges of all and every sort that may be legally incurred in respect thereof.

4.6 Setting out of works

The Contractor shall set out the works and shall be responsible for the true and perfect setting out of the same and for the correctness of the positions, levels, dimensions, and alignment of all parts thereof. If at any time any error in this respect shall appear during the progress of the works or within a period of one year from the completion of the works, the Contractor shall, if so required, at his own expense, rectify such error to the satisfaction of the Employer.

4.7 Materials and workmanship to confirm the descriptions

All materials and workmanship shall so far as procurable be of the respective kinds described in the Schedule of Quantities and/or Specifications and in accordance with the Employer's instructions, and the Contractor shall upon the request of the Employer furnish him with all invoices, accounts receipts and other vouchers to prove that the materials comply therewith. The contractor shall at his own cost arrange for and/or carry out any test of my materials which the employer may require.

4.8 Contractor' superintendence and representative on the works.

The contractor shall give all necessary personal superintendence during the execution the works, and as long thereafter as the Employer may consider necessary until the expiration of the "Defects Liability Period" stated in the Appendix hereto. The Contractor shall also during the whole time the works are in progress, employ a competent representative who shall be constantly in attendance at the works while the men are at work. Any directions,

explanations, instructions or notice given by the employer to such representative shall be held to be given to the contractor.

4.9 Dismissal of Workmen

The contractor shall on the request of the employer, immediately dismiss from the works, any person employed thereon by him who may, in the opinion of the employer, be incompetent or misconduct himself and such persons shall not be again employed on the works, without the permission of the Employer.

4.10 Access of Works

The Employer and their respective representatives shall at all reasonable times have free access to the works and/or the workshops, factories or other places where materials are lying or from which they are obtained and the contractor shall give every facility to the employer and their representatives necessary for inspection and examination and test of the materials and workmanship. No person not authorized by the Employer except the representatives of public authorities shall be allowed on the works at any time.

4.11 Manager (Tech)/Manager (Tech)

The term "Manager (Tech)" shall mean the person appointed and paid by the Employer to inspect the works, the Contractor shall afford the Assistant Manager/ Manager, every facility and assistance for inspecting the works and materials and for checking and measuring time and materials.

4.12 Assignments and Sub-letting

4.12.1 The whole of the works included in Contract shall be executed by the contractor and the contractor shall not directly or indirectly transfer, assign or under-let the Contractor or any part share thereof or any interest therein without the prior written consent of the Employer, and no undertaking shall relieve the Contractor from the full and entire responsibility of the contract or from active superintendence of the works during their progress.

4.12.2 No alternation, omission or variation shall vitiate this contract but in case the Employer thinks proper at any time during the progress of the works to make any alternation in or additions to or omissions from the works or any alternation in the kind or quality of the materials to be used therein and shall give notice thereof in writing under his hand to the contractor, the contractor shall alter, add to or omit from, as the case may be, in accordance with such notice but the contractor shall do not do any work extra to or make any alternations or additions to or omissions from the works or any deviation from any of the provisions of the Contract, Stipulation, Specifications or Contract Drawings without the previous consent in writing of the Employer and the value of such extras, alternations, additions or omissions shall in all cases be determined by the Employer, with the prior approval in writing of the Employer.

4.13 Schedule of Quantities

The Schedule of Quantities, unless otherwise stated, shall be deemed to have been prepared in accordance with the Standard Method of Measurement.

Any error in description or in quantity or in omission of items from the schedule of Quantities shall not violate this contract but shall be rectified and the value thereof as ascertained, shall be added to, or deducted from, the contract Amount (as the case may be) provide that no rectification of errors, if any, shall be allowed in the Contractor's schedule of Rates.

4.14 Sufficiency of Schedule of Quantities

The Contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the prices stated in the schedule of quantities and/ or the schedule of rates and prices which rates and prices shall cover all his obligations under the contract, and all matters and things necessary for the proper completion of the works.

4.15 Measurement of Works

4.15.1 The Manager (Tech) may from time to time intimate to the Contractor and the Employer that he requires the works to be measured, and the contractor shall forthwith attend or send a qualified Agent to assist the Manager/authorized person of bank in taking such measurement and calculations and to furnish all particulars or to give assistance required by any of them.

4.15.2 Should the contractor not attend or neglect or omit to send such Agent, then the measurement taken by the Assistant Manager (Tech) Manager (Tech) shall be taken to be correct measurements of the works. Such measurements shall be taken in accordance with the mode of Measurement detailed in the Specifications.

4.15.3 The contractor or his Agent may at the time of measurement take such notes and measurements as he may require.

4.15.4 The hidden items/concealed items shall be covered up only after inspection/ clearance by the consultants. The Contractor shall give proper notice to the Consultant to inspect the items which are to be concealed/ covered up and only after approval of the consultants shall proceed with concealing the same. In case any such items are concealed without approval of the consultant and the consultants wishes to inspect the same, the same shall be uncovered by the contractor for inspection/ clearance by the consultants and the same shall be made good again without any extra payment.

4.16 Price for Extra Items, Substitution/Variation/ Deviations

4.16.1 The Contractor may, when authorized by the employer, add to , omit from, or vary the works shown upon the drawings, or described in the Specification, or included in the schedule of quantities, but the contractor shall make no addition, omission or variation without such authorization or direction. A verbal authority or direction by the Employer shall, If confirmed by him in writing seven days, be deemed to have been given in writing.

4.16.2 No claim for any extra shall be allowed unless it shall have been executed under provisions of Clause 4.3 hereof with the concurrence of the Employer as herein mentioned. Any such extra is herein referred to as authorized extra and shall be made in accordance with the following provisions.

- a. The net rates or prices in the original tender shall determine the valuation of the extra work where such extra work is of similar character and executed under similar conditions as the work priced therein.
- b. Rates for all items, wherever possible, should be derived out of the rates given in the priced Schedule of quantities.
- c. The net price of the original tender shall determine the value of the items omitted provided if omissions vary the conditions under which any remaining items of works are carried out, the prices for the same shall be valued under sub-clause (C) hereof.
- d. Where the extra works are not of similar character and/ or executed under similar conditions as aforesaid or where the omissions vary the conditions under which any remaining items of works are carried out or if the amount of any omission or additions relative to the amount of the whole of the contract works or to any part thereof shall be such that in the opinion of the Employer the net rate of price contained in the Priced Schedule of Quantities or tender or for any item of the works involves loss or expense beyond that reasonably contemplated by the contractor or is by reason of such omission or addition rendered unreasonable or inapplicable, the Employer shall fix such other rate or price as in the circumstance she shall think reasonable and proper.

The rate shall be derived on the basis of the actual cost of the materials and labour incurred in carrying out the said work, as specified and directed by Employer/ ./PMC and as determined by the Employer, plus 15% (Fifteen percent) to allow for contractor's profit and overhead and other related costs.

Notwithstanding anything herein contained the Consultant shall not, without the prior concurrence in writing of the Employer, issue any instructions either verbal or in writing which will result in the Employer having to incur any additional expenditure greater than Rs. 10,000/- All instructions in this regard issued to the contractor should forthwith brought to the notice of the Employer by the consultants. The rates for such extra work/supply shall however, be finalized by the Employer and the contractor will be paid finally on account of such rates.

- e. Where extra work can not be properly measured or valued, the contractor shall allowed day work prices at the net rates in accordance with the local day work rates and wages for the district, provided that in either case vouchers specifying the daily time and materials employed, be delivered for verification to the Bank's Employer at or before the end of the week following that in which the work has been executed.

The measurement and valuation in respect of the Contract shall be completed within the "Period of final measurement" .

4.17 Substitution/ Variation/Deviations:

Should the contractor desire to substitute any materials and workmanship, he they must obtain the approval of the Employer/. in writing for any substitution well in advance Materials designated in this specification indefinitely by such term as "Equal" or "Other approved" etc specific approval of the Employer/ Consultant has to be obtained in writing.

The price of all such additional items/ Non-tendered items will be worked out on the basis of rates quotes for similar items in the contract wherever exiting or on engineering rate analysis based on prevalent fair price of labour, material and other component as

required. The tender rates , shall hold good for any increase or decrease the tendered quantities up to variation of 25%. For variation beyond 25%, the rate for the respective item may be reviewed on mutually agreed terms.

4.18 Unfixed materials when taken into account to be the property of the Employer

Where in any Certificate (of which the Contractor has received payment) the Employer has included the value of any unfixed materials intended for and/or placed on or adjacent to the work, such materials shall become the property of the Employer and they shall not be removed except for use upon the works, without the written authority of the employer. The Contractor shall be liable for any loss of or damage to such materials.

4.19 Removal of improper work

All works in course of execution or executed in pursuance of the contract shall all this be accessible to the inspection and supervision of the employer/consultant/ officer of the Quality Control Organization of the employer and of the Chief Technical Examiner's Office the contractor shall either himself be present to receive the order/instruction or a responsible officer deputed for the purpose.

The Employer shall, during the progress of the works, have power to order in writing from time to time the removal from the works within such reasonable time or times, as may be specified in the order, of any materials which in the opinion of the employer are not in accordance with the specifications or the instructions of the Employer, the substitution of proper materials, and the removal and proper re-execution of any work executed with materials or workmanship not in accordance with the drawing and specifications or instruction, and the contractor shall forthwith carry out such order at his own cost. In case of default on the part of the contractor to carry out such order, The Employer shall have the power to employ and pay the other persons to carry out the same, and all expenses consequent thereon, or incidental thereto shall be borne by the contractor, or may be deducted by the Employer from any moneys due, or that may become due, to the contractor.

4.20 Defects after virtual completion

Any defect, shrinkage settlement or other faults which may appear within the "Defects Liability Period" stated in the Appendix hereto, within 36 months from the date of commission of the system, arising in the opinion of the Employer from materials or workmanship not in accordance with the contract, shall be specified therein, be amended and made good by the contractor , at his own cost and in case of default, the Employer may employ and pay other person to amend and make good such defects, other faults, and all damages, loss and expenses consequent thereon or incidental therto shall be made good and borne by the contractor and such damage, loss and expenses shall be recoverable from him by the employer or may be deducted by the employer from any moneys due or that may become due to the Contractor, or the Employer may in lieu of such amending and making good by the contractor deduct from any money due to the contractor a sum to be determined by the employer equivalent to the cost of emending such work and in the event of the amount retained, being insufficient, recover the balance from the contractor, together with any expenses the employer may have incurred in

connection therewith. Should any defective work have been done or material supplied by any Sub-Contractor employed on the works who has been nominated or approved by the employer, thereof, the contractor shall be liable to make good in the same manner as if such work or material had been done or supplied by the contractor and been subject to the provisions of this clause thereof. The contractor shall remain liable under the provision of this Clause, notwithstanding the signing of any certificate or the passing of any accounts, by the employer.

4.21 **Certificate of Virtual Completion and Defects Liability Period**

The works shall not be considered as completed until the Employer/Consultant has certified in writing that they have been virtually completed. The Defects Liability Period shall commence from the date of such Certificate.

4.22 **Certificate of Virtual Completion**

The contractor shall report in writing to the consultants when the works are completed in all respects. The consultant shall after the verification of works issue to the contractor a certificate (along with list of defects/rectification to be attend) to be called "Virtual Completion Certificate" a copy whereof shall be submitted to the Employer to enable it to take possession of the completed works. The defects Liability Period shall commence only from the date of issue of such Virtual Completion Certificate and shall be for a period of 12 Months.

4.23 **Nominated Sub-Contractor**

4.23.1 All Specialist Merchants, Tradesman and others executing any work of supplying fixing any goods, for which prime cost prices or provisional sums are included in the Schedule of Quantities and/or Specifications, who may be nominated or selected by the Employer are hereby declare to be Sub-Contractors employed by the contractor and are herein referred to as nominated Sub-Contractor.

4.23.2 No nominated Sub-Contractors shall be employed on or in connection with the works against whom the contractor shall make reasonable objection or (save where the employer and contractor shall otherwise agree) who will not enter into Contract providing.

- a. That the nominated Sub-Contractors shall indemnify the Contractor against the obligation in respect of the Sub-Contractor as the Contractor is under in respect of this Contract.
- b. That the nominated Sub-Contractor shall indemnify the contractor against claims in respect of any negligence by the Sub-Contractor, his servants or agents or any misuse by him or them of any scaffolding or other plant, the property of the Contractor or under any Workmen's Compensation Act in force.
- c. Payment shall be made to the nominated Sub-Contractor within fourteen days provided that all nominated Sub-Contractor's accounts included in previous Certificates have been duly discharged, in default whereof, the Employer may pay the same and deduct the amount thereof from any sums due to the contractor. The exercise of this power shall not create privity of contract as between Employer and Sub-Contractor.

4.24 **Other persons employed by Employer**

The Employer reserves the right to use the premises and any portions of the site for the execution of any work not included in this Contract, which it may desire to have carried

out by other persons, and the Contractor shall allow all reasonable facilities for the execution of such work but shall not be required to provide any plant or materials for the execution of such work. Such work shall be carried out in such manner as not to impede the progress of the works included in the Contract and the Contractor shall not be reasonable for any damage or delay which may happen to or occasioned by such work.

4.25 Insurance in respect of damage to person and property

- 4.25.1 The Contractor shall be responsible for all injury to persons, animals or things, and for all structural and decorative damage to property which may arise from the operation or neglect of himself or of any nominated Sub-Contractor or any employee or ether, whether such injury or damage arises from carelessness, accident or any other cause whatever, in any way connected with the carrying out of this contract. This clause shall be held to include inter alia, any damage to buildings, whether immediately adjacent or otherwise, and any damage to roads , streets, footpaths, bridges, or ways as well as all damage caused to the buildings and works forming the subject of this contract by frost, rain wind or other inclemency of whether. The Contractor shall indemnify The Employer and hold him harmless in respect of all and any expenses arising from any such injury or damage to persons or property as aforesaid and also in respect of any claim made in respect of injury or damage under any Acts of any legislature or otherwise and also in respect of any award of compensation or damages consequent upon such claim.
- 4.25.2 The contractor shall reinstate all damage of every sort mentioned in this Clause, so as to deliver up the whole of the Contract works complete and perfect in every respect and so as to make good otherwise satisfy all claims for damage to the property of Third parties.
- 4.25.3 The Contractor shall indemnify the Employer against all claims which maybe made against the employer by any member of the public or other third party in respect of anything which may arise in respect of the works or in consequences thereof and shall at his expense arrange of effect and maintain , until the virtual completion of the Contract, with an approved Office a policy of Insurance in the joint names of the Employer and the Contractor against such risks and deposit such Policy or Policies with the Employer from time to time during the currency of this contract. The Contractor shall also similarly indemnify the Employer against all claims which may be upon the Employer whether under the Workmen's Compensation Act or any other statute in force during the currency of this contract or at Common Law in respect of any employee of the contractor or any Sub-Contractor and shall at his own expenses effect and maintain, until the virtual completion of the Contract, with an approve. Office a Policy of Insurance in the joint names of the Employer and the Contractor against such risks and deposit such policy or Policies with the Employer from time to time during the currency of the contract.
- 4.25.4 The Contractor shall be responsible for ay liability which may be excluded from the Insurance Policies above referred to and also for all other damages to any person, animal or property arising out of and incidental to the negligent or defective carrying out of this contract. He shall also indemnify the Employer in respect of any costs, charges or expenses arising out of any claim or proceedings and also in respect of any award of compensation or damages, arising there from.
- 4.25.5 The Employer shall be entitled to deducted the amount of any damage, compensation, costs, charges and expenses arising or accruing from or in respect of any such claims or damage from any or all sums due or to become due to the Contractor, without prejudice to the Employer's other rights in respect thereof.

4.26 Fire Insurance

- a. The Contractor shall insure the works at his cost keep them insured until the virtual completion of the work, against loss damage by fire with in the joints names of the Employer and Contractor (the name of the former being placed first in the Policy) for the full amount of the contract and for any further sum if called upon to do so by the Employer the premium of such further sum, being allowed to the Contractor as an authorized extra. Such policy shall cover the property of the Employer only and the Employer's and Surveyor's fees for assessing the claim and in connection with his services generally in the reinstatement and shall not cover property of the contractor or of any Sub-Contractor or employee. The contractor shall deposit the policy and receipts for the premium as specified unless otherwise instructed by the employer In default of the contractor insure as provided above, the Employer on his behalf, may so insure the works and may deduct the premium paid from any moneys due or which may become due to the contractor without prejudice to the other rights of the Employer in respect of such default. In case it becomes necessary to suspend the works, the contractor shall as soon as the claim under the Policy is settled, or the work reinstated by the Insurance office, should they elect to do so, proceed with al due diligence with the completion of the works in the same manner as through the fire had not occurred and in all respects under the same Conditions of Contract, The Contractor in case of rebuilding or reinstatement after fire, shall be entitled to such extension of time for completion as the Employer deems fit.
- b. The amount so due as aforesaid shall be the total value of the works duly executed and of the Contract materials and goods delivered upon the site for use in works upto and including a date not more than seven days prior to the date of the said Certificate lees the amount to be retained by the Employer (as hereinafter provided) and less any installments previously paid under this Clause. Provided that such certificate shall only include the value of the said materials and goods as and from time to time as they are reasonably, properly and not prematurely brought upon the site and then only if properly stored and/or protected against weather.

4.27 Date of Commencement and Completion

Shall be allowed admittance to the site on the "Date of Commencement" stated in the Appendix hereto or such latter date as may be specified by the Employer and he shall thereupon and forthwith being the works and shall regularly proceed with and complete the same (Except such painting or other decorative work as the Employer may desire to delay) on or before the "Date of Completion" stated in the Appendix subject never the less to the previsions for extension of time herein after contained.

4.28 Damages for Non-completion

If the Contractor fails to complete the works by the date hereof and the Employer certifies in writing that in his opinion the same ought reasonably to have been completed, the Contractor shall pay the Employer the sum named in the Appendix as "Liquidated Damages" for the period during which the said works shall so remain incomplete and the Employer may deduct such damages from any moneys due to the Contractor.

4.29 **Delay and Extension of Time**

If in the opinion of the Employer, the works be delayed (a) by force majeure or (b) by reason of any exceptionally inclement weather or (C) by reason of proceedings taken or threatened by or dispute with adjoining or neighboring owners or public authorities arising otherwise than through the Contractor's own default (d) by the works or delays of other contractors or Tradesmen engaged or nominated by the Employer and not referred to in the Schedule of Quantities, and/ or Specification or (e) by reason of Employers instructions, or (f) by reason of civil commotion, local combination of workmen or strike or lock-out affecting any of the building trades or (g) in consequence of the contractor not having received in due time, necessary instructions from the Employer for which he shall have specifically applied in written or (h) from other cause which the employer may certify as beyond the control of contractor or (i) in the event the value of the work exceeds the value of the priced Schedule of quantities owing to variation, make a fair and responsible extension of time for completion of the contract works, in case of such strike or lock-out the Contractor shall nevertheless constantly use his endeavors to prevent delay and shall do all that may reasonably be required to the satisfaction of the Employer to proceed with work. ***Hindrance register will be maintained at site by the Employer and eligible hindrance in execution of work shall be recorded and signed jointly by the site Engineer and the contractor.***

4.30 **Failure by Contractor to comply with Employer's Instructions**

If the Contractor after receipt of written notice from the Employer requiring compliance within ten days fails to comply with such further drawings and the Employer may employ and pay other persons to execute nay such work whatsoever that may be necessary to give effect thereto, and all costs incurred in connection therewith shall be recoverable from the Contractor by the Employer or may be deducted by him from any moneys due to the contractor.

4.31 **Termination of Contract by Employer**

If the contractor being individual or a firm commits any "act of Insolvency", or shall be adjudged an insolvent or being an Incorporated Company shall have an order for compulsory winding up made against it or pass an effective resolution for winding up voluntarily or subjected to supervision of Court and the Official Assignee of the Liquidator, in such acts of insolvency or winding up, as the case may be, shall be unable, within seven days after notice to him requiring him to do so, to show the reasonable satisfaction of the Employer that he is able to carry out and fulfill the Contract and to give security therefore, if so required by the Employer.

Or if the contractor (Whether an individual, firm or Incorporated Company) shall suffer execution or other process of Court attaching property to be issued against the Contractor,

Or shall suffer any payment under this contract without the consent in writing of the employer first had obtained,

Or charge or encumber this Contract or any payments due or which may become due to the contractor hereunder,

Or if the Employer determine that the contractor

1. Has abandoned the contract, or
2. Has failed to commence the works, or has without any lawful excuse conditions suspended the progress of the works for 14 days after receiving from the Employer notice to proceed, or
3. Has failed to proceed with the works with such due diligence and failed to make such due progress as would enable the works to be completed within the time agreed upon, or
4. Has failed to remove materials from the site or to pull down, and replace work for seven days after receiving written notice that the said materials or work were condemned and rejected by the employer under these conditions or
5. Has neglected or failed persistently to observe and perform all or any of the acts matters or things by this Contract to be observed and performed by the contractor for seven days written notice shall have been given to the contractor requiring the contractor to observe or perform the same.

Then and any of the said cases, the Employer may not withstanding any previous waiver, after giving seven day's notice in writing to the contractor, determine the Contract and liabilities of the Contractor, the whole of which shall continue in force fully as if the contract had not been so determined, and as if the works subsequently executed had been executed by or on behalf of the contractor and further, the Employer by his agents or servants may enter upon and take possession of the works and all plant, tools, scaffoldings, machinery and materials lying upon the premises or the adjoin lands or roads, and use the same as his own property or may employ the same by means of his servants and workmen in carrying on and completing the works or by employing any other contractor or other person or persons employed for completing and finishing or using the materials and plant for the work. When the works shall be completed or as soon thereafter as convenient the Employer shall give a notice in writing to the contractor to remove his surplus materials and plant, and should the contractor fail to do so within a period of twenty days after receipt thereof by him, the Employer may sell the same by public auction, and give credit to the contractor for the net amount realized. The Employer shall thereafter ascertain in writing under his hand what (if anything) shall be due or payable to, or by the Employer, for the value of the said plant and me trials so taken possession of by the Employer and the expense or loss which the Employer shall have been put to in procuring the works to be completed, and the amount if any owing to the contractor and the amount which shall thereupon be paid by the Employer to the contractor or by the contractor to the employer, as the case may be, and the decision of the shall final and conclusive between the parties.

4.32 Termination of contract by contractor

- 4.32.1 If payment of the amount payable by the employer shall be in arrears and unpaid for thirty days after notice in writing requiring payment of the amount as aforesaid shall have been given by the Contractor to the Employer or if the Employer shall repudiate the contract or if the works be stopped for three months under the order of the Employer or by any injunction or other of any Court of Law then and in any of the said cases, the Contractor shall be at liberty to determine the contract by notice in writing to the Employer and he shall be entitled to recover from the Employer, payment for all works executed and for any

loss he may sustain upon any plant or materials supplied or purchased or prepared for the purpose of the contract.

4.32.2 In arriving at the amount of such payment, the net rates contained in the Contractor's original Tender shall be followed or where the same may not apply, valuation shall be made.

4.33 **Certificates and Payments**

4.33.1 The Contractor shall be paid by the Employer from time to time by installments under Interim Certificate to the Contractor on account of the works executed, work to the approximate value named in Appendix as "Value of work for interim Certificate (or less at the reasonable discretion of the employer) has been executed in accordance with this contract, after which time the installments shall be upon the full value of work, subsequently so executed and fixed in the building. The Employer may at his discretion include in the Interim Certificate such amount as he may consider proper on account of materials delivered upon the site by the Contractor for use the works. And when the works have been virtually completed and the Employer shall have certified in writing that they have been completed, the contractor shall be entitled to the payment of the final Balance in accordance with the Final certificate to be issued in writing by the Employer the expiration of the period referred to as "the Defects Liability Period" in the Appendix hereto from the date of Virtual Completion or as soon after the expiration of such period as the works shall have been finally completed and defects made good according to the true intent and meaning hereof, whichever shall last happen, provided always that the issued by the Employer of any certificate during the progress of the works at or after their completion shall not relieve the Contractor from his liability under Clause 4.20 nor relieve the contractor of his inability in cases of fraud, dishonesty or fraudulent concealment relating to the works or materials or to any matter dealt within the certificate and in case of all defects and insufficiencies in the works or material which a reasonable examination would not have disclosed. No Certificate shall of itself be conclusive evidence that any works or materials, to which it relates, are in accordance with the contract neither will the Contractor have a claim for any amount which the employer might have been certified in any interim bill and paid by the Employer and which might subsequently be discovered as not payable and in this respect the Employer's decision shall be final and binding.

4.33.2 The Employer shall have power to withhold any Certificate if the works or any parts thereof are not being carried out to his satisfaction.

4.33.3 The Employer may by any certificate make correction in any previous certificate which shall have been issued by him.

4.33.4 No certificate or payment shall be issued if the contractor fails to insure the works and keep them insured till the issue of the Virtual Completion Certificate.

4.33.5 Payments shall be made within the period named in the Appendix as Period for honoring Certificates after such Certificates have been delivered to the employer.

4.34 **Photograph of Works.**

The Contractor shall attach 10 Photographs along with Running Account Bill to show the progress of works executed and included in the running account bills.

4.35 **Settlement of dispute by arbitration**

In case of any dispute or difference arising out of or in connection with or in carrying out of the work (whether during the progress of the work or after completion and whether

before or after the determination, abandonment or breach of contract) except as to any of the excepted matters provided hereunder the parties hereto, shall first Endeavour to settle such disputes of differences amicable. If both the parties fail to reach such amicable settlement, all the disputes or differences shall be finally settled by arbitrators as provided herein.

In case of failure of such amicable settlement by the parties, then either party may within 28 days of such a failure give a written notice to the other party requiring that all matters in dispute of difference be arbitrated upon. Such written notice shall specify the matters which are in dispute or difference of which such written notice has been given and no other matter shall be referred to the arbitration of a single arbitrator to be appointed by both the parties or in case of disagreement as to the appointment of a single arbitrator, the appointment of two arbitrators (one to be appointed by each party) and an umpire to be appointed by the arbitrators. The provision of Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof and rules framed there under from time to time shall apply to such arbitrations.

In the event of the Arbitrator or any one of the Arbitrator, as the case may be, dying, neglecting, refusing to act or resigning or being unable to act any reason or the award being set aside by the Court for any reason it shall be lawful for the parties to appoint another Arbitrator in the manner provide here in above.

The venue of Arbitrator shall be Kolkata, INDIA.

The Arbitrator appointed under this schedule shall hold arbitration proceeding jointly and shall have the power to extend the time to make award with the consent of the parties.

Pending reference to arbitration and award there on, the parties shall make all endeavor to complete the work in all respect as here in contracted and all disputes, if any, will finally be settled in arbitration.

Upon every or any such references to the arbitrator, as provided the cost of and incidental to the reference and award respectively shall be, at the discretion of the Arbitrator, A Arbitrator or Umpire, as the case may be, who may be, who may determine the amount there of.

The Arbitrator, A Arbitrator or Umpire, as the case may be, shall give reasoned award in respect of each item of disputes which shall be final and binding on the parties. It is agreed that Contractor shall not delay the carrying out of the work by reason of any such matter, question or dispute being referred to arbitration, but shall proceed with the work with all due diligence and shall, until the decision of the arbitrator as the case may be, is given abide by terms & conditions on the contractor here in, as also instructions with regards with actual of the work here in contracted and no awards shall relieve the contractor here in as also instructions with regard to the actual carrying out of the work. The bank and the contractor hereby also agree that arbitration under this schedule shall be condition precedent to any right of action under the contract.

In case during the arbitration proceedings, the parties mutually settle, compromise or compound their dispute or difference the reference to the arbitration and the appointment of arbitrator or arbitrators, or umpire, as the case may be, shall be deemed

to have been revoked and the arbitration proceedings shall stand withdrawn or terminated with effect from the date on which the parties file a joint memorandum of settlement their of with the arbitrator or arbitrators or the umpire ,as the case may be

For the purpose of this clause, the expression “ excepted matters “ shall mean and refer to all any of the matters under scope of work, contract price, delivery schedules & final acceptance certificates.

4.36 Right of technical scrutiny of final bill

The Employer shall have right to cause a technical examination of the works & the final bill of the contractor including all supporting voucher, abstracts etc. to be made at the time of payment of the final bill. If as a result of this examination or otherwise, any sum is found to have been overpaid or over certify , it shall be lawful for the Employer to recover the sum.

4.37 Employer entitled to recover compensations to workmen

If, for any reason, The Employer is obliged, by virtue of provision of the workmen’s compensation act 1923, or any statutory modification or re-enactment thereof to pay compensation to a workman employed by the contractor in execution of the works, the Employer shall be entitled to recover from the contractor the amount of compensation so paid, and without prejudice to the rights of the Employer under the aid act. The Employer shall be liberty to recover such amount or any of part thereof by deducting it form the security deposit or from any sum due by the employer to the contractor under this contract or otherwise. The Employer shall no be bound to contest any claim made against it under the said act, except on written request of the contractor and upon his giving to the Employer full security to the satisfaction of the Employer for all costs for which the the Employer for all costs for which the employer might become liable in consequence of contesting such claim.

4.38 Abandonment of works

At any time after acceptance of tender, Employer shall, for any reasons whatsoever ,not require the whole or any part of the works to be carried out, the Employer shall give notice in writing to contract who shall have no claim to any payment of compensation or otherwise whatsoever on account of any profit or advantage which he might have derived from the execution of whole works.

4.39 Return of surplus material

Not with any contained to the contrary in any or all the clauses of this contact, where any material for the execution of the contract is procured with the assistance if the Employer by the purchase made under or licenses issued by Government ,the contractor shall hold the said material economically and solely for the purpose of the contract and not dispose of the prior written permission of the Employer and return it to the Employer ,if required by the Employer at the price to be determined not to exceed the purchase price there of inclusive of sales tax ,octrori and other such levies paid by the contractor in respect thereof .In the event of breach of the aforesaid condition ,the Contractor shall to being liable to action for contravention of the terms of licenses or permits and/or criminal breach of trust ,be liable to the Employer for all moneys , advantages or profits resulting which in the usual courses would have resulted to him , by reason of such breach.

- 4.40 **Right of Employer to terminate contract in the event of death of contractor ,if individual.**
Without prejudice to any rights or remedies under this Contract .if Contactor being an individual, dies, the Employer shall have the option of the Contract without any liability for such termination.
- 4.41 **Marginal Notes**
The headings catch lines hereto and in the annexure here to are meant for convenience of reference and shall not in any way be taken into in the interpretation of these presents and the annexure here to.
- 4.42 **Minimum wages to the workman**
The contractor shall ensure that minimum wages as per statutory requirement to be paid to all workmen. A certificate to that effect on every month, to submitted to the Employer during period of execution of work.

(Section V)**Appendix Herein before Referred To**

1.	Defects Liability Period	One Year from the date of Virtual Completion
2.	Period of Final Measurement	1 Months
3.	Date of Commencement	10 day from the date of latter of acceptance.
4.	Date of Completion	Date of virtual completion certificate.
5.	Liquidated damages delay of	0.5% of the contract value per week of delay rejected to a maximum of 10.00% of the contract value.
6.	Period for honoring Certificate	One month for interim bills and 3 months for final

TECHNICAL SPECIFICATION**TECHNICAL SPECIFICATION:**

1. **CAPACITY OF ELEVATORS** : 884 Kg (13 Persons)
2. **TRAVEL & SPEED** : As per schedule of requirements
3. **MACHINE LOCATION**: Existing lift shaft.
4. **CAR ENCLOSURE** :
The car enclosure shall be of stainless steel and shall be of an elegant design comprising of the following
 - a) Ceiling : Stainless Steel
 - b) Suspended Ceiling: Frame extruded aluminum anodized, light, diffuser, Perspex sheet.
 - c) Lighting : LED Lighting
 - d) Ventilation : Fan (concealed exhaust fan or pressure type fan with grill in suspended ceiling.)
 - e) Flooring : Granite black or any other color approved by bank.

d) CAR DOOR

The car entrance shall be protected by a centre/telescopic opening stainless steel sliding door.

e) HOISTWAY DOOR

At each landing, a centre/telescopic opening stainless steel sliding door shall be provided with 1 hour fire resistance rating. Test certificate to this effect from manufacture of Lift shall be submitted.

f) CAR DOOR & HOISTWAY DOORS OPERATION

An electric door operator for opening and closing the door and the hoistway door shall be provided which shall consist of a machine on the elevator car operating the car door when the car is stopping at a landing. The car door and Hoistway door shall be mechanically connected and shall move simultaneously in opening and closing. The opening of car and Hoistway doors shall be such that door shall start open just before the elevator approaches the landing meant for, so that by the time the elevator stops completely the car and hoistway doors be fully open. The car door and the hoistway door shall be power operated and the power closed. Each Hoistway door shall be provided with an interlock which shall prevent car movement away from the landing unless the door is in closed position as defined in the I. S. I codes. An electric contact for the car door shall be provided which shall prevent car movement away from the landing unless the door is in closed position as defined in the I, S. I codes. The locking arrangement shall be so designed that the electrical circuit can not be completed until the doors are closed and mechanical latching is effected. Necessary switches shall be provided in the elevator machine room, to control the operation of the floors. The car door and the hoistway doors shall open automatically as the car is stopping and landing. The closing of the car door and the hoistway doors must occur before the car can be started. Doors can be stopped and reversed during their closing motion.

g) LANDING ENTRANCE MATERIALS

These shall consist of headers, heavy duty extruded aluminum stills and strut angles.

h) WIRING

Complete wiring shall be done in copper.

i) TRAVELLING CABLE

Travelling cable shall be suitable size to give better running performance.

j) CAR FAN & LIGHT

These are to be switched on automatically where there is a call; however the same are to be switched off automatically after certain duration when the car is not in use.

k) OVER LOAD WARNING

Over – load warning feature with audio-visual indication (Visual indication shall show “OVER LOADED”) with stainless steel face plate matching with other signal and operating features shall be installed in the car, so that when there is over load in the car, the signal shall lit up a flashing light indicating “OVER LOADED” and a buzzer shall operate during this period and the elevator door shall remain open until the over load is removed.

l) AUTOMATIC RESCUE DEVICES (ARD):

The Automatic Rescue Devices (ARD) meant for the purpose of bringing the lift car to the nearest landing doors. The ARD shall have the following specifications:

- a) ARD should move the elevator to the nearest landing in case of power failure during normal operation of elevator.
- b) ARD should monitor the normal power supply in the main controller and shall activate rescue operation within the time period as per manufacturer’s standard subject to approval of lift /safety Inspector. It should bring the elevator to the nearest floor at a slower speed than the normal run. While proceeding to the nearest floor the elevator will detect the zone and stop. After the elevator has stopped, it automatically opens the doors and parks with door open. After the operation is completed by the ARD the elevator is automatically switched over to normal operation as soon as normal power supply resumes.
- c) In case the normal supply resumes during ARD in operation the elevator will continue to run in ARD mode until it reaches the nearest landing and the doors are fully opened. If normal power supply resumes when the elevator is at the landing, it will automatically be switched to normal power operation.
- d) All the lift safeties shall remain active during the ARD mode of operation.
- e) The battery capacity should be adequate so as to operate the ARD at least seven times a day provided in duration between usage is at least 30 minutes.

SCHEDULE OF REQUIREMENTS**1. DESIGN DATA**

- a) TYPE OF OCCUPANCY : 884 Kg (13 Persons)
- b) NO. OF FLOORS : Ground + 10 upper floors (Total 11 Floors)
- c) POWER SUPPLY : AC 415Volt, 3 Phase A.C. 50Hz Supply (will be provided by Bank)
- d) CAPACITY : 20 Persons.
- e) SPEED : 1.00-1.25 MPS
- f) DRIVE : A.C. Variable voltage variable frequency drive
- g) Traction Media : Steel Rope

2. REQUIREMENT FOR PASSENGER ELEVATORS

The Passenger elevators are arranged in one bank. The elevators shall incorporate the following requirements :

- a) Speed : 1.00-1.25 MPS.
- b) No of elevators : 2 Nos, 13 Persons
- d) Travel : 11 FLOORS, 11 Stops, 11 Levels
- e) Travel Distance : 33 Meters (Ground to 11th Floor))
- f) Stops / Openings : 11 Nos
- g) Control : Simplex Fully collective with advance Microprocessor technology
- h) Operation : Microprocessor based Simplex fully collective with / without attendant
- i) Machine : Gearless Motor Permanent Magnet Synchronous ECO DISC to be placed in the M/C Room.
2000mm (wide) x1550 mm (Deep)
- j) Car size (Inside Dimension) : To suit above capacity.
- k) Hoistway : Existing available.
- l) Enclosure : Stainless Steel Hairline finish with stainless steel return panels, Granite flooring and Perspex light diffuser and fan grill with one fan and handrails & mirror. (Interior of Lift car is to be got approved from Bank.)
- m) Car Entrance : Fully Automatic Doors with center/ telescopic opening in stainless steel finish
- n) Door Operation : Automatic with electronic door detector System (infrared) for full height of door.
- o) Signal : Combined luminous hall buttons and digital hall position indicator at all floors.
 - i. One number car operating panel with luminous buttons in car (feather touch)
 - ii. Digital car position indicator and car direction in car.
 - iii. Emergency Stops switch.
 - iv. Emergency call button connected to alarm bell operated through dry pack type battery (Rechargeable)
 - v. Emergency light connected to a dry pack battery (Rechargeable)
 - vi. Two position key operated switch with Buzzer.
 - vii. Non – stop Button.
 - viii. Door open button.
 - ix. Over load Warning indicator in Car with alarm.

- x. Special Features : All signal fixtures in stainless steel finish
- xi. Firemen's switch at ground floor.
- xii. Ceiling fan with automatically switch ON & OFF.
- xiii. LED Lighting Voice announcement & music system.
- xiv. Intercom system (Press & speak) between car & security room at ground floor with handset and with a provision of one intercom line at any of the floor.
- xv. ARD : Automatic Rescue Device with sealed dry battery.
- xvi. K-Guard.
- xvii. Additional Car Gate Lock.
- xviii. Governing switch for extra safety.

PRICE BID

Name of Work : Design, Supply, Installation, Testing, Commissioning of passenger lift after Modernization of existing lift at Canara Bank, Circle Office Building, KOLKATA

Description	Qty	Rate (Rs)	Amount(Rs)
Design, Supply, Installation, Testing and Commissioning of Two Nos 13 passengers Lifts gearless type at CANARA BANK, Circle Office, Building, Bells House,21 Camac Street Kolkata (as per technical specification mentioned in tender) after Modernization of existing lift Approved make : OTIS, KONE, MITSUBISHI, SCHEINDLER , HITACHI, THYSSENKRRUP & JOHNSON	2 nos.		
Comprehensive maintenance of 2 Nos lifts, which include routine, preventive and breakdown maintenance for a period of five years (after one year of defect liability period) including repairs/replacement of worn out items with minimum down time with warranty and guarantee of repaired/replaced items after completion of one year of guarantee period			
CAMC Period for 1 st year			
CAMC Period for 2 nd year			
CAMC Period for 3 rd year			
CAMC Period for 4 th year			
CAMC Period for 5 th year			
Buy back of existing 2 Nos, lifts (all equipments/materials)	1 job		

Note: -

- 1)The L1 price will be determined on the basis of Total Cost of Ownership (TCO) basis and the L1 bidder will be determined accordingly.
- 2) The Basic price has to be quoted i,e including cost of transportation, insurance, Duties and charges etc, excluding the taxes like CST/LST/VAT ,Octroi / Entry Tax. The LST/VAT/CST(as the case may be) will be paid by the Bank at actual. The entry tax, Octroi will also be reimbursed by the Bank at actual on production of documentary proof. Service tax will be paid extra as applicable.

SCOPE OF COMPREHENSIVE AMC

A) MAINTAINANCE DURING DEFECT LIABILITY PERIOD OR WARRANTY PERIOD

The supplier shall maintain the all the Equipment free of cost and ensure that it works as per tender parameters. All spares required for operation as per tendered para-meters shall be replaced at no extra cost. The number of visits shall be same as stipulated in Comprehensive Annual Maintenance contract.

B) COMPREHENSIVE ANNUAL MAINTAINANCE. (CAM) (After the defect liability period)

The supplier shall maintain all the equipments for a period of four years after the expiry of defect liability period and ensure that it works as per the tendered parameters. The rate of annual maintenance charges shall be furnished for a period of 5 years after the expiry of warranty/defect liability period and the rates quoted shall be binding on the supplier.

The supplier shall offer the following at no extra cost to the bank. The rate quoted for CAMC should include the following.

1. The supplier shall maintain all the System and ensure that it works as per the tendered parameters.
2. All the repairs and replacements of spares shall be carried out which are necessitated due to usage of system as per tender stipulations. However the repairs and replacements necessitated by loss or damage due to misuse or accident, fire or natural calamities shall be out of the scope of CAMC.
3. The supplier shall inspect the equipment at least once in a month as a part of preventive Maintenance. This is apart from any breakdown visits that may be required which may emanate in between the two preventive maintenance inspections.
4. The maximum breakdown time shall be 12 hours from the time of receiving the complaint over phone.
5. During the Preventive Maintenance the supplier shall inspect/ check the equipment and record in log book, which shall be verified and confirmed by the bank's representative.
 - a. Any other remarks regarding the Electrical System:
 - b. Any steps to be taken by bank for working of system.
6. During the preventive Maintenance inspection supplier shall carryout the other requirements for functioning of system as per tender parameters and same shall be recorded in a log book which shall be verified and confirmed by bank's representative.
7. During the break down calls, the nature of repair carried out, parts replaced etc shall be recorded in the log book.
8. The Annual Maintenance Charges shall be paid once in six months subject to satisfactory maintenance for, the period of previous six months. Vendor has to undertake minimum 4 mandatory visits (one visit in each quarter)

9. The supplier has to maintain the equipment supplied for at-least 5 years after the expiry of warranty period. At the same time, the vendor is expected to make available the spare parts for the systems for atleast 8 years after the expiry of warranty period.

10. Necessary back to back agreement with the manufacturer shall be provided; the manufacturer shall commit to maintain the system for a period of 5 years on behalf of the tenderer/contractor.

11. Incident Report to be submitted to bank in case of any breakdown.

12. Incase of any failure/incident bank at its own discretion may ask for RCA (Root Cause Analysis) Report.

Signature of the Supplier.
(With seal)