

Shri Mata Vaishno Devi Shrine Board, Katra



BID DOCUMENT

For

**Design, Supply, Installation, Testing and
Commissioning of 8 Passenger Capacity
Elevators for**

- 1. Sushrata –II at SMVDIME, Kakryal
(02 Nos.)**

and

- 2. UG Hostel Block-I&II, SMVDCoN,
Kakryal (04 Nos.)**

**Chief Engineer
SMVDSB, Katra**



Notice Inviting Tender

For and On behalf of the Chairman, Shri Mata Vaishno Devi Shrine Board, Katra (SMVDSB) sealed Tenders on the prescribed format duly affixed with Revenue Stamps worth Rupees Six only and accompanied with following earnest money in the form of CDR/FDR of any scheduled Bank pledged to the Chief Accounts Officer, SMVDSB are invited from the original manufacturers/ authorized dealers for the Design Supply, Installation, Testing and Commissioning of following passenger Elevators of Shri Mata Vaishno Devi Institute of Medical Excellence & SMVDCoN, Kakryal, Tehsil-Katra, Distt: Reasi-J&K as per details given below:-

S. No	Name of the work	Class of Contractor	Qty.	Completion Time	CDR Amount (In Rs.)
1					
(a)	Design, Supply, Installation, Testing and Commissioning of 8 Passenger Capacity Elevators at Sushrata-II, at SMVDIME Kakryal , as per specification at APPENDIX-8 (i) & 9.	Manufacturers of a) Otis b) Kone c) Mitsubishi d) Johnson e) Thyssenkrupp f) Schindler	02 Nos.	180 Days	1.50 Lakh
(b)	Design, Supply, Installation, Testing & commissioning of 8 Passenger Capacity Elevators at UG Hostel Block-I & II, of SMVDCoN, Kakryal , as per specification at APPENDIX -8 (ii)&9.		04 Nos.		
Total			06 Nos.		Rs. 1.50 Lakh

The Tender documents containing detailed terms and conditions can be had from the Office of Executive Engineer SMVDIME Kakryal, Katra against Demand Draft of Rs. 1000/- (Non-transferable & Non-refundable) on any working day from 10 AM to 5 PM and the same can also be downloaded from our website "www.maavaishnodevi.org". Cost of Tender documents in the shape of Demand Draft drawn at Katra in favour of Chief Accounts Officer, SMVDSB must accompany the downloaded Tender Form. Incomplete Tenders or Tenders without CDR/FDR, without Tender cost and not received within the stipulated date and time shall be out rightly rejected

The Tenders complete in all respects must reach the Office of the Chief Engineer, SMVDSB Kalika Dham Jammu through speed post / registered A.D / reputed courier service only by or before **28.01.2019** upto **2:00 PM IST**. The Tender(s) will be opened on the same day or any other subsequent day convenient to the Shrine Board in presence of such Tenderers who may like to be present on spot. The Chief Engineer reserves the right to accept or reject any Tender/Tenders without assigning any reason thereof

NIT No: SMVDIME/EE/T/04/859
Dated: 29/12/2018

Sd/-
Executive Engineer
SMVDIME, Kakryal

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Detailed Terms and Conditions to Notice Inviting Tender No:-SMVDIME/EE/T/04/.....

Dated:

1. The Tender document containing detailed Terms and Conditions, Technical Specifications, Elevator specification/site requirement can be had from the **Office of Executive Engineer, SMVDIME, Kakryal, Katra** against payment of Rs.1000/- (non transferable and non refundable) in the shape of CDR/TDR pledged to the **Chief Accounts Officer, SMVDSB, Katra** on any working day or the same can be downloaded from website www.maavaishnodevi.org. Cost of the Tender document in the shape of Demand Draft of any Nationalized Bank must accompany the downloaded Tender.
2. Each Tenderer will be issued a complete set of Tender document viz **Volume-1** comprising Notice Inviting Tender, Tender Form, General, Additional Special Condition of Contract, other forms and Annexures, **Volume -2** comprising Elevator specifications/Site requirement (Technical Data), Tender Drawings and Schedule of Quantities.
3. The **Earnest Money Deposit** in the shape of CDR or FDR valid for **18 Months** from the date of submission of Tenders drawn on any scheduled/nationalized Bank pledged in favour of **Chief Accounts Officer, Shri Mata Vaishno Devi Shrine Board**, payable at Katra amounting to **Rs. 1.50 Lakh**. The Tender not accompanied with Earnest Money deposit shall be rejected. **EMD of successful Tenderer shall be retained as security deposit retention amount**. The earnest money deposit of unsuccessful Tenderers will be released after the Notice/Letter of award of work is issued in favour of successful Tenderer.
4. In case last date for submission of Tenders is declared as holiday the last date of submission of Tender will be the following working day.
5. The Tender received after the schedule date and time will not be entertained/considered.
7. The Tenderer shall submit the Tender containing two envelopes i.e. the 1st envelop shall be marked as '**A**' (Technical Bid), 2nd envelop as '**B**' (Financial/Price Bid).
8. The Sealed Tender shall be submitted up to 14.00 hrs. by or before in the Office of the **Chief Engineer, Shri Mata Vaishno Devi Shrine Board, Kalika Dham, Jammu (J&K)** in two separate sealed envelopes as mentioned above. The two sealed envelopes shall be further sealed in a single big envelope i.e. 3rd envelope and superscripted "**Design, Supply, Installation, Testing And Commissioning of 02 Nos. Elevators having 08 Passenger Capacity for Sushruta –II, at SMVDIME Kakryal & 04 Nos. Elevators having 08 Passenger Capacity for UG Hostel Block-I&II at SMVDCoN, Kakryal, Katra** addressed to the **Chief Engineer, SMVDSB, Kalika, Dham, Near Railway Station, Jammu -180012**.

The Tenders shall be opened on the same day at Hrs or any other convenient day as may be decided by the 'Tender Opening Committee'.

The contents of the envelopes shall be as follows:

9. Envelope No. 1 – Technical Bid to contain:-

- i) Pre-qualification Application Format-I duly filled.

- ii) Name of the Firm/Company along with attested copy of Article of Association or a Partnership deed if any.
- iii) Permanent Account Number (PAN) issued by the Income Tax Department
- iv) GST No.
- v) Audited balance sheet for the last three years.
- vi) Details of works in hand with value of each work along with the particulars of the Client together with the certificates issued by the clients, signed by an Officer not below the rank of a Superintending Engineer in case of Govt. Departments and an Officer of the status equivalent in rank in case of Autonomous Bodies/Non Govt. Organizations.
- vii) Latest Income tax and Sale Tax clearance Certificates issued by the concern Department.
- viii) List of Technical and managerial personnel along with list of plant, machinery and equipment employed / held by the Tenderer.
- ix) Documentary proof of having annual turnover of not less than **10.00 Crores** each in the last three years.
- x) Earnest Money Deposit in the form of C.D.R /F.D.R pledged in favour of Chief Accounts Officer, Shri Mata Vaishno Devi Shrine Board, payable at Katra Complete information/ schedules etc. as requested under Clause 6 (i) of information and instruction to Tenderer or along with forwarding letter.
- xi) Conditions of Contract Volume-I, each page of which shall be signed by the Tenderer.
- xii) Drawings duly signed on each page.
- xiii) Power of Attorney (as required under clause 4 of information and Instructions to Tenderers)
- xiv) Construction Programme in the form of PERT/CPM chart (duly signed and stamped) by the Tenderer.
- xv) Demand Draft towards the cost of Tender document if the Tender document is downloaded from the website of SMVDSB i.e. www.maavaishnodevi.org.

9. Envelope No. 2 – To contain only the Financial Bid Format-II marked original complete in all respects.

The Tenders so received shall be opened in the Committee Room at Shri Mata Vaishno Devi Shrine Board, Katra , by the Committee constituted for the purpose, in the following manner: -

- a) Envelope No. 1 marked 'A' (Technical Bid) will be opened first at Hrs. on the same day or any other convenient date in the presence of the Tenderers or their authorized representatives who choose to be present.
- b) After opening of the envelope No. 1 and assessing the submittals as required and conditions, the Tenderers, declared eligible by the committee, shall be informed separately so that they can send their representative for participation in the opening of Financial Bids i.e., Envelop No. 2 marked 'B' (Financial Bid).
- c) The Financial Bids of only those Tenderers, who qualify as per the eligibility criteria, shall be opened on a date which shall be communicated to the qualified Tenderers separately.
- d) The Financial Bid 'B' of the Tenderers who could not qualify will not be opened and shall be returned through Registered Post.

10 Tender received **late** on account of any reason whatsoever and telephonic Tenders will not be entertained.

11. The Tenderer shall not be entitled, during the period of validity of their Tender, to revoke or withdraw their Tenders or vary or modify any of the condition originally contained in the Tender. In case of a Tenderer revoking or withdrawing his Tender or varying any term in regard thereof, the Shri Mata Vaishno Devi Shrine Board shall forfeit his earnest money submitted with his Tender.
12. The Shri Mata Vaishno Devi Shrine Board reserves the right to reject, accept or prefer any Tender in part or full without assigning any reason whatsoever at any stage and also reserves the right to re-invite the Tender at his sole discretion.
13. The owner i.e Shri Mata Vaishno Devi Shrine Board reserve the right to negotiate the quoted rates terms and conditions with the lowest Tenderer or any of the other Tenderers to ascertain the suitability of the acceptable offer.
14. The rates quoted shall be net and FOR respective sites of installation as mentioned in the NIT.
15. The rates quoted shall be complete in all respect and include all taxes, excise duty, levies GST, transit insurance, freight entry tax at Lakhanpur etc. nothing extra on any account shall be payable by the SMVDSB.
16. Copies of Income Tax Returns for the last 03 years — 2015-16, 2016-17 and 2017-18 to be furnished (or one year earlier if return for the last year not filed).
17. The Validity of the Tender shall be 120 days from the last date of submission of Envelope.

For and on behalf of
Shri Mata Vaishno Devi Shrine Board
(Authorized Signatory)

PLACE: Jammu

DATE: _____

FORMAT 1**PRE QUALIFICATION APPLICATION FORMAT FOR DESIGN, SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF ELEVATORS:-**

S.No.	Requirement of Documents	Indicating Page No.
1.	NIT No. & Date:	
2.	Name of the Company / Bidder with its Registration No.	
3.	Status of Company	
	(i) Registered Company (Articles of Associations to be enclosed)	
	(ii) Sole Proprietorship Firm (Name and address of the Proprietor)	
	(iii) Partnership Firm (Partnership agreement, letter of consent as authorized by other partners to submit the Tender.	
	(iv) Private Limited Company (authorization from CEO if not represented by CEO)	
4.	Registered addresses of the manufacturer	
5.	Since when in the trade of Manufacturing / Supply / Erection of Passenger Elevators (Documentary proof to be enclosed)	
6.	Brief profile of the Firm.	
7.	a) Particulars of EMD b) Particulars of Tender fee of Rs 2,000/-	
8.	Bank particulars for online transfer of amounts (a) Name of the Bank (b) Branch of the Bank (c) Accounts Number (d) RTGS No.	
9.	Are you accredited with ISO Certification or any other accreditation? If so, please enclose a copy of the same.	
10.	Annual turnover of the Bidder during last 03 years: (a) 2015-16 (b) 2016-17 (c) 2017-18	

11.	List of similar contracts executed in preceding three years with performance reports issued by clients.	
12.	Detail of back up engineering and support system offered.	
13.	(a) GST No. and their validity (copies to be enclosed)	
14.	Permanent Account Number (PAN No.) (copy to be enclosed)	
15.	Copies of Income Tax Returns, Trading and Profit & Loss Account statements for the last 3 years. (d) 2015-16 (e) 2016-17 (a) 2017-18	
16.	Name of the contact person with Address and Phone No. (Landline /Mobile & Email ID)	
17.	Detailed Technical Specification of all the products quoted in the Price Bid.	
18.	Nearest Service Centre	

Bidder can enclose additional information, if any, relevant to the NIT separately)

Signature _____

Name & Address of the Firm _____

FORMAT- II**FINANCIAL BID**

Name of the Tender _____

Amount of CDR with number and date _____

To.

The Chief Engineer,
Shri Mata Vaishno Devi Shrine Board,
Kalika Dham, Railway Station Road,
Jammu-180012.

Sir,

I _____ from M/s _____
_____ hereby submit my Tender for
the supply of following materials as per details given below: -

S.No.	Description of Items	Qty.	Net Rate Per Unit (in Rs.)	Amount
1	Design, Supply, Installation, Testing and Commissioning of 8 Passenger Capacity Elevators for Sushrata -II, at SMVDIME Kakryal , as per specification at APPENDIX-8 (i) & 9.	02 Nos.		
2	Design, Supply, Installation, Testing & commissioning of 8 Passenger Capacity Elevators for UG Hostel Block-I & II, at SMVDCoN, Kakryal as per specification at APPENDIX -8 (ii) & 9.	04 Nos.		
		Total Amt.		

I further affirm that I have read and fully understood the Tender notice and agree to abide by all the terms and conditions laid therein, which are being signed in token of my acceptance. In case, I fail to abide-by the conditions or to carry on the contract to the entire satisfaction of the Shrine Board and will be liable to the penalties mentioned in the terms and conditions.

Yours faithfully,

Signature _____

Name of the Tenderer _____

M/s _____

INSTRUCTION FOR TENDERER

1. Before Tendering, the Tenderers in their own interest are advised to visit site to acquaint about the condition of site, its surroundings, terrain, climate, availability of labour, power, water, communication facilities etc. The owner/ Shri Mata Vaishno Devi Shrine Board shall bear no responsibility for lack of knowledge on their part about the site and other conditions or any information relating thereto. The consequences of the lack of knowledge, as aforesaid, on the part of the Tenderers shall be at the risk and cost of concerned Tenderer.
2. Before Tendering, the Tenderers shall carefully examine the Tender documents, conditions of contract, Drawings and other matters referred to therein, the schedules and Bill of quantities and if there be or appears to be any ambiguity or discrepancy in any of these documents or between figured and measured dimensions and other aspects of the Drawings, the Tenderer shall immediately refer the matter to the Owner/ Shri Mata Vaishno Devi Shrine Board for clarification before last date of submission of the Tender/s.
3. The Employer shall not be responsible and shall not pay for expenses which may be incurred or losses to person or property suffered by any Tenderer in connection with visits to and examination of the site and in the preparation of his Tender for submission.
4. The Tenderers should note and bear in mind that the Employer shall bear no responsibility for the lack of acquaintance of the site and other conditions or any information relating thereto, on their part. The consequences of the lack of any knowledge as aforesaid, on the part of the Tenderers shall be at their risk and cost and no charges or claims whatsoever consequent upon the lack of any information, knowledge or understanding shall be entertained.
5. The Tenderers shall before tendering, carefully examine the Tender Documents including the information and Instructions to Tenderers, Conditions of Contract, Special Conditions of Contract, General Particulars & Requirements to Specification, Detailed Specification, Drawings and other matters referred to therein, the Schedules and the Bill of Quantities, and if there should be or appear to be any ambiguity in or discrepancy between any of these documents or between figured and measured dimensions and other aspects upon the Drawings, he shall immediately refer the matter to the Shri Mata Vaishno Devi Shrine Board for clarification, if required.
6. Time is the essence of the contract and the works shall be completed within the time schedule as indicated in the Appendix to the form of Tender. Any Tenderer which disagrees with the time schedule of completion and stipulates a longer period is liable to be rejected.
7. (i) The Tenderer shall complete the annexed, Forms of Tender, Schedules and Bill of Quantities and information called for therein, and shall sign and date, duly stamped with company's seal on each page of the Tender documents.

(ii) The Tender shall contain full address, Telephone Nos., Fax No. and e-mail address if any for serving notices/addendums required to be served to the Tenderer in connection with the Tender.

(iii) The Tender Form and the documents attached to it shall not be detached One from the other, and no alteration or mutilation (other than filling in all the blank spaces) shall be made in any of the documents attached hereto.
9. Quoted Rates shall be entered in ink both in figures and words without overwriting and in the event of any discrepancy between the two, rates entered in words shall only be considered. Cuttings, over writings must be avoided if absolutely unavoidable should be initialed and stamped.

10. All documents of the Tender are to be read in conjunction with each other and rates quoted by the Tenderer shall take this aspect into consideration.
11. The Tender must accompany the following information and mandatory documents:
 - (a) A detailed construction programme in the form of a Bar chart showing the Tenderer's proposed sequence of operations together with the estimated times for each activity, including preparation of shop drawings, construction/manufacture, delivery, erection and commissioning to ensure adherence to the overall completion period, as indicated in the document.
 - (b) Full details of any special methodology or technique the Contractor proposes to use for the construction or for any other purpose.
 - (c) The Tenderer's proposals for supervising the work including the CVs of the various grades of technical supervisory personnel/other staff proposed to be deployed for each month of the construction period.
 - (d) Schedules of labour requirements showing the total estimated labour force, for each month of construction period.
 - (e) Proposal for major construction facilities to be erected on the site including workshops, Offices, storage areas and testing laboratories.
 - (f) List of proposed sub-contractors/associates, if any, along with their credentials in respect to the trades of works.
 - (g) Information in respect of following aspects. Details of business & technical organization. Financial resources. Past experience in performing work similar in nature and magnitude including mention of the status of completion of project/arbitration etc.
 - (h) True copy of latest Income Tax and Sales Tax Clearance Certificates and license under Labour Regulations issued by the competent authorities in favour of the Contractor.
 - (i) The Tenderer shall attach to his Tender a copy of notary authenticated documents containing the constitution of the consortium company or Firm by which the Tender is submitted so as to indicate by what persons and in what manner a contract may be entered by the consortium, company or Firm and what persons would be directly responsible for the due performance of the Contract and can give valid receipt on behalf of the consortium, company of Firm.
12. Tenderers, who have purchased the Tender Documents but not submitted the Tender, must return all the documents and drawings by the date of submission of the Tenderer.
13. No Tender shall be considered for acceptance which is not accompanied by a sum of Rs. 1,50,000/- as Earnest Money Deposit (EMD) in the form of CDR / FDR from a nationalized bank **drawn in favour of Chief Accounts Officer, SMVDSB, Katra** in the enclosed form as per Annexure – A valid for **eighteen months** from the date of submission of Tender. The Earnest Money Deposit will be returned to the unsuccessful Tenderers within four months after the date fixed for receiving Tenders or at such earlier/later time as the Tender may have been accepted by the Employer. In the case of the successful Tenderer, the Earnest Money Deposit shall be retained as security deposit retention amount.
14. The successful Tenderer shall not be entitled to any compensation for any loss suffered by him on account of delays, in commencing or executing the work, whatever the cause of

delays may be, including delays arising out of modifications to the work entrusted to him or in any sub-contract connected therewith or delays in awarding contracts for other trades of the project or in commencement of completion of such works or in procuring Government controlled or other building materials or in obtaining water and power connections for construction purposes or for any claim in respect thereof. The owner does not accept liability for any sum towards loss of overheads and profits of the contractor besides the Tender amount, subject to such variations as are provided for herein.

15. The Tenderer (whether or not he submits a Tender) shall treat the details of the documents as secret and confidential.
16. The Employer shall not be responsible and shall not pay for expenses which may be incurred or losses to person or property suffered by any Tenderer in connection with visits and examination of the site and in the preparation of his Tender for submission.
17. The Employer reserves the right to adjust arithmetical or other errors in any Tender in the way, which he considers suitable. Any adjustments so made by the Employer shall be stated to the Tenderer if the Employer shall make an offer to accept the Tender.
18. The Employer does not bind himself to accept the lowest or any Tender and has the right to refuse or accept any Tender without assigning any reason. The Employer also has the right to re-issue the Tender without Tenderers having right to object to such re-issue. The owner/ Shri Mata Vaishno Devi Shrine Board reserves the right to negotiate the quoted rates, terms and conditions with the lowest Tender or any of the other Tenderers to ascertain the suitability of the acceptable offer and no claim or objection on this account will be entertained.
19. The successful Tenderer shall be liable to pay the GST and any other tax that is in vogue at the time of allotment. Any increase in tax rates or any other tax that is imposed by State/Central Govt. Authorities during the currency of contract shall be paid by the Shrine Board.
20. Conditional Tender's will not be accepted and will summarily be rejected.
21. A pre bid meeting shall be held in the office of Executive Engineer, SMVDIME, Kakaryal on **at 11.30 A.M** for those prospective bidders desiring to seek any clarification.

TENDER FORM

Shri Mata Vaishno Devi Shrine Board, Katra, J&K

Dear Sir,

Sub: - Tender for Design, Supply, Installation, Testing and Commissioning of 8 Passenger Capacity Elevators for i) Sushrata Bhawan-II, Kakryal (02 Nos) & ii) UG Hostel Block –I&II (04 Nos).

With reference to the Tender invited by you for the above mentioned work, I/We write this after having: -

- a) Examined the drawings, technical specifications, general and special conditions of contract annexed thereto (hereinafter called 'The Tender Documents').
- b) Visited and examined the site of the proposed work and acquired the requisite information relating to or affecting the Tender.

I/We undersigned hereby offer to execute the proposed work in strict accordance with the Tender document for the consideration to be calculated in terms of the priced schedule of quantities.

I/We undertake to complete the whole of the works as per the attached schedule from the date of issue of intimation by you that our Tender has been accepted and upon being permitted to enter site. I/We further undertake that on failure, subject to the conditions of the contract relating to extension of time, I/We shall pay agreed 'Liquidated Damages' for the period during which the work shall remain incomplete.

I/We will furnish the Performance Guarantee Bond as per the approved format.

I/ we undertake that our Firm/ company/ are not blacklisted by any organization.

OUR BANKERS ARE

1.

2.

PLACE :
DATE :

**SIGNATURE OF TENDERER
NAME OF THE PARTNERS OF THE FIRM
OR
NAME OF THE PERSON HAVING POWER OF
ATTORNEY TO SIGN THE CONTRACT**

PROFORMA OF CONTRACT AGREEMENT

(To be executed on NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)

CONTRACT AGREEMENT

THIS CONTRACT AGREEMENT is made and executed at Jammu on this _____ day of _____ 20____ amongst: -

PARTIES: -

- (1) **Shri Mata Vaishno Devi Shrine Board, Katra, J&K**, hereinafter collectively referred to as the “**Owner**” which expression shall, include its successors and assigns wherever the context or meaning shall so require or permit, their respective successors in Office, successors in interest, administrators and assigns etc.

AND

- (2) M/s _____ (**Name of Contractor**) having its registered _____ Office at _____

_____ (**Address of Contractor**), acting through and by the hands of Mr. _____, duly authorized by the Board of Directors vide resolution dated _____, hereinafter referred to as the “**Contractor**”, which expression shall, where the context so admits, include the said **Name of Contractor**, their Board of Directors, successors in Office, successors in interest, administrators and assigns etc.

WHEREAS the Employer is desirous of having provided and getting executed completed and maintained certain works for the **Design, Supply, Installation, Testing and Commissioning of 8 Passenger Capacity Elevators at Sushrata Bhawan-II, Kakryal (02 Nos) and Under Graduate Hostel Block-I & II, Shri Mata Vaishno Devi College of Nursing, Kakryal (04 Nos.)** as mentioned, enumerated or referred to the documents forming part of the “TENDER” and acceptance thereof copies of all of which hereto annexed are designed to form part of this contract and are included in the term “CONTRACT” wherever herein used.

The Contractor has inspected the Site specified in the Tender Documents and its surroundings and has satisfied himself by careful examination before submitting the Tender as to the nature of the surface, strata, soil, sub-soil, and ground, the nature of the Site, local conditions, the quantities, nature and magnitude of the Works, availability of labour and material necessary for execution of Work, the means of access to site, the supply of power and water thereto and the accommodation he may require and has made local and independent enquiries and obtained complete information as to the matters and things referred to, or implied in the Tender Document or having any connection therewith, and has considered the nature and extent of all probable and possible situations, delays, hindrances or interferences to or with the execution and completion of the Works to be carried out under the Contract Agreement and has examined and considered all other matters, conditions and things and probable and possible contingencies and generally all matters incidental thereto and auxiliary thereof affecting the execution and completion of the Works;

The contractor has also participated in submission of the Tender documents, and the bid of the contractor in the sum of **Rs.** _____ (**Rupees.**), for completion and maintenance of such Works as are included in the Tender (hereinafter referred to as the “Contract Sum”), having been accepted and approved, the parties have decided to reduce the terms and conditions of the contract into writing;

NOW, THEREFORE, THIS CONTRACT AGREEMENT WITNESSETH:

1.	That in this Contract Agreement words and expressions shall have the same meanings as are respectively assigned to them under Section Definitions in the General Conditions of Tender Documents issued by the Owner on _____ and accepted by the Contractor while submitting his bid dated _____.
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2.	That the Parties hereby execute this Contract Agreement establishing the scope of work, terms and conditions of such services And works mentioned in or referred to in the Tender Documents including General Conditions of Contract, Special Conditions of Contract, Annexure, Specifications, Drawings, Schedule of Rates, Reports, and other documents as called for in the Tender, various minutes of meetings and the correspondence in this connection exchanged between the Parties.
3.	That the drawings, the specifications and the priced schedule of quantities have been signed by or on behalf of the parties Hereto and the Contractor has agreed to execute the said Works indicated on the said drawings, described in the said specifications and the said priced schedule of quantities at respective rates mentioned in the priced schedule of quantities amounting to the Contract Sum on the Terms and Conditions set forth herein and the supporting documents.
4.	That subject to what is specifically recorded herein and in the various communications and minutes of meetings, culminating into the execution of this Contract Agreement, the following documents and the communications exchanged between the parties as are mentioned hereunder form part of and shall accordingly be read and construed as part of this Contract Agreement as amended: -
(i)	Notice Inviting Tender
(ii)	Tender Form
(iii)	Contract Agreement and General Conditions
(iv)	Special Conditions
(v)	Specifications.
(vi)	Bill of Quantities and Rates
(vii)	Tender Drawings.
viii)	Preliminary Construction / Working Programme.
(ix)	Tender Document issued on _____ to the Contractor
(x)	Letter dated _____ from the Contractor submitting Tender
(xi)	Notice of Award _____ from the Owner
5.	That the term "Architect / Consultant" in the said conditions shall mean the said Architect / Consultant, in the event of their ceasing to be the Architect for the purpose of this Contract Agreement, such other person or Firm as shall be appointed by the Engineer-in-charge.
6.	That in consideration of the payment to be made by the Owner to the Contractor for the work to be executed by him, the Contractor hereby covenants with the Owner that within the specified time, the Contractor shall and will duly provide, execute, complete and maintain the Works, as shown upon the said drawings, specifications, said priced schedule of quantities and such further details / drawings as may be furnished to the Contractor from time to time by the said Architect / Architect through the Engineer-in-charge and shall do and perform all other acts and things covered by the contract, mentioned or described or which are to be implied there from or may be reasonably necessary for the completion of the Works and at the times and in the manner and subject to the terms and conditions or stipulations mentioned in the said Contract Agreement and its supporting documents mentioned therein.
7.	That in consideration of the due provisions, execution, completion and maintenance of the Work, the Owner does hereby agree to pay to the Contractor such Contract Sum in proportion to the work actually done by him and approved by the Engineer-in-charge. Such payments are to be made at such time and in such manner as is provided for in General and Special Conditions of the Contract.
8.	That the drawings, specifications and priced schedule of quantities, mentioned above shall form the basis of this Contract Agreement and the decision of the Engineer-in-charge as mentioned in the conditions of contract in reference to all matters pertaining to the material, workmanship or account shall be final and binding.
9.	That the said contract comprises of the work above mentioned and all subsidiary works connected therewith at the same site as may be required by the Engineer-in-charge to be

	done from time to time, even though such works may not be shown on the drawings or described in the said specifications or schedule of quantities.
10.	That the Owner reserves the right of altering the drawings, the nature of work and of adding to or omitting any items of work or of having portions of the same carried out Departmentally or otherwise and such alterations or variations shall be without prejudice to this Contract Agreement.
11.	That all disputes arising out of or in any way connected with this Contract Agreement shall be resolved through the arbitration as mentioned in the Tender Documents and that the same shall be deemed to have arisen in Reasi and the courts at Reasi/Jammu shall have the jurisdiction to determine the same.
12.	That the said conditions and Appendix thereto shall be read and construed as forming part of this Contract Agreement. The Parties here to undertake to remain bound and abide by the same and they shall perform their respective part of the Contract and of the said conditions accordingly.

The parties also place it on record and confirm that they have executed this Contract Agreement voluntarily, of their own free will and accord without any sort of undue influence, pressure or coercion of any kind or description whatsoever from any person or quarter whomsoever and whatsoever and that they have authenticated the same after going through the contents thereof and after fully understanding the meaning, interpretation and implications of the various terms and conditions agreed upon by the Parties.

IN FAITH AND TESTIMONY WHEREOF, THE PARTIES HERETO HAVE SET AND SUBSCRIBED THEIR RESPECTIVE HANDS UNTO THESE PRESENTS AT _____ on THE DAY OF THE MONTH AND YEAR FIRST WRITTEN ABOVE:

WITNESSES:

1. _____
Shri Mata Vaishno Devi Shrine Board,
 Katra-J&K, Acting through and by the hands of
 Sh. _____, their Authorized signatory
(OWNER)

2. _____
M/s. _____
 Acting through and by the hands of
 Sh. _____, their Authorized signatory.
(CONTRACTOR)

PROFORMA OF BANK GUARANTEE FOR PERFORMANCE BOND.
(To be executed on NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)

PERFORMANCE BANK GUARANTEE BOND

Ref: Bank Guarantee No. _____
Date: _____

To,

**Shri Mata Vaishno Devi Shrine Board,
Katra, (J&K)-182301**

Dear Sirs,

In consideration of **Shri Mata Vaishno Devi Shrine Board**, having its Office at **Shri Mata Vaishno Devi Shrine Board, Katra,(J&K)-182301, India**, which expression shall, where the context so admits, include the said **Shri Mata Vaishno Devi Shrine Board**, respective successors in Office, successors in interest, administrators and assigns etc., having issued the LOI / Work Order no. _____, dated _____, hereinafter referred to as the "ORDER", (which expression shall include all the amendments thereto), with M/s. _____ India, hereinafter referred to as the "CONTRACTOR" (which expression shall, where the context so admits, include the said M/s _____ (Contractor's Name and address) _____, their respective Boards of Directors, successors in Office, successors in interest, administrators and assigns etc.) and such Order having been signed and accepted by the Contractor at _____ for _____ (Scope of Work) _____ for _____, for a value of Rs. _____ (Rupees _____ only), the Contractor is required to submit an unconditional and continuing performance guarantee for the due, punctual, satisfactory and faithful performance of the Order, to the context of _____ % of the aforesaid Project Value.

We _____ (BANK NAME AND ADDRESS) _____, hereinafter referred to as the "Bank", (which expression shall, where the context so admits, include the said Bank, their Boards of Directors, successors in Office, successors in interest, administrators and assigns etc.), do hereby unconditionally and irrevocably furnish this continuing Guarantee Bond and we agree, guarantee and undertake that we shall forthwith, immediately and immediately upon receipt of written intimation/demand/letter/claim from your **Shri Mata Vaishno Devi Shrine Board**, addressed to the Bank, pay to your **Shri Mata Vaishno Devi Shrine Board**, by banker's Cheque / Demand Draft favouring "**Shri Mata Vaishno Devi Shrine Board**, and payable at **Jammu/Katra**, without any deduction, reservation, protest, demur, delay or reference to M/s...(Contractor's Name)..... the aforesaid sum of Rs. _____ (Rupees _____ Only) (being _____ % of the Project Value) irrespective of and notwithstanding any dispute or demand to the contrary made/raised by the Contractor. We further undertake and agree that we shall make payment to your **Shri Mata Vaishno Devi Shrine Board**, by banker's Cheque / Demand Draft favouring "**Shri Mata Vaishno Devi Shrine Board**, and payable at **Katra/Jammu**, of the aforesaid amount of Rs. _____ (Rupees _____ Only) immediately upon demand being made, as aforesaid, without in any manner referring to, or seeking consent of or instructions from the Contractor and without in any manner, explicitly or by conduct, issuing notice of our intent to honour our commitment under this guarantee or on the issue of any instructions to the contrary issued by the Contractor. Any such demand made by the **Shri Mata Vaishno Devi Shrine Board**, on the Bank shall be conclusive and binding notwithstanding any difference between the **Shri Mata Vaishno Devi Shrine Board**, and the Contractor or any dispute pending before any Court, Tribunal, Arbitrator or any other authority or any instructions, letter contrarily issued by the Contractor. We agree that Guarantee herein contained shall be irrevocable and shall continue to be in force and enforceable till it is specifically discharged by the **Shri Mata Vaishno Devi Shrine Board**, during its validity period by issuance of a letter/certificate to such effect. No periodic renewal by the bank shall be necessary.

The **Shri Mata Vaishno Devi Shrine Board**, shall have the fullest liberty, from time to time, without in any way affecting the liability of the Bank under this Guarantee to extend the time for performance of the Contract by the Contractor, or vary the terms of the Contract. The **Shri Mata Vaishno Devi Shrine Board**, shall have the fullest liberty without affecting this Guarantee to postpone, from time to time, the exercise of power vested in them or of any right which they might have against the Contractor and to seek compliance with any covenants contained or implied in the Contract Agreement between the

Shri Mata Vaishno Devi Shrine Board, and the Contractor or any other course or remedy or security available to the **Shri Mata Vaishno Devi Shrine Board**. Notwithstanding any such extension or variation, the Bank shall not be released of its obligations as assumed under these presents by the exercise by the **Shri Mata Vaishno Devi Shrine Board**, of any liberty with reference to matters aforesaid or any of them or by reason of any act or forbearance or other acts of **Shri Mata Vaishno Devi Shrine Board**, or any other indulgence shown by the **Shri Mata Vaishno Devi Shrine Board**, to the Contractor. We agree that irrespective of such extension of time or variation in contract, our liability to pay the aforesaid amount of Rs. _____ (Rupees _____ only) without demur, objection shall continue to remain unaltered, enforceable and valid.

We further agree that the **Shri Mata Vaishno Devi Shrine Board**, at its option, shall be entitled to enforce this Guarantee against the Bank (as a whole or in parts without affecting the ultimate aggregate liability of the Bank beyond the value for which this Guarantee Bond is issued), without in the first instance proceeding against the Contractor or making any demand upon the Contractor to pay and notwithstanding any security or other Guarantee that the **Shri Mata Vaishno Devi Shrine Board**, may be possessed of in relation to the Contractor's liabilities, either in relation to the Contract Agreement or otherwise and our liability to make unconditional payment on demand by the **Shri Mata Vaishno Devi Shrine Board**, shall not be affected or diluted and shall remain valid, enforceable and unaltered.

We further agree that for the purpose of this Guarantee any notice issued to us by the **Shri Mata Vaishno Devi Shrine Board**, and the amount claimed in such notice shall be deemed to be correct and shall not be disputed or questioned by us but shall be paid in the manner herein before stated forthwith and without delay. We further agree that this guarantee shall not be affected by any change in our constitution or that of the Contractor. We further undertake not to revoke this guarantee during the period of its validity viz., till the **Shri Mata Vaishno Devi Shrine Board**, discharges us, in writing, as aforesaid, notwithstanding any dispute, difference between the Contractor and ourselves and our bankers' lien either general or particular in relation to the Contractor shall not include the amount guaranteed to the **Shri Mata Vaishno Devi Shrine Board**, under this guarantee.

Notwithstanding anything contained hereinbefore WE thename and address of Bank,hereby irrevocably and unconditionally undertake to pay to your **Shri Mata Vaishno Devi Shrine Board**, by banker's Cheque / Demand Draft favouring "**Shri Mata Vaishno Devi Shrine Board**," and payable at **Jammu/Katra**, forthwith on First Demand without protest or demur or proof of condition any and all amount demanded by your **Shri Mata Vaishno Devi Shrine Board**, in writing, with reference to the guarantee and that the liability of the name and address of Bank, under this guarantee is restricted to Rs.....amount..... (Rupees.....amount in words..... only). Our guarantee shall remain in force uptodate..... (Note: the validity period of the Bank Guarantee should be calculated in the manner that it covers the Contract Period plus the Defect Liability Period). Until and unless a claim in writing is presented to us within the stipulated period of validity of this Guarantee, all your rights under this guarantee shall be forfeited and we shall be discharged of our liability thereunder.

Notwithstanding any thing contained herein:

1. Our liability under this Guarantee shall not exceed Rs. (Rupees Only)
2. This Bank Guarantee shall be valid upto and
3. We are liable to pay the Guarantee Amount or any part thereof only if you serve upon us a written claim of demand on or before (Validity date).....

IN WITNESS WHEREOF THE BANK HERETO HAS SIGNED THIS GUARANTEE ON THIS DAY OF 201__ AT JAMMU IN THE PRESENCE OF FOLLOWING WITNESS:

SIGNED AND DELIVERED BY the within named BANK(Name of Bank).....

(_____)

**Authorised Signatory
IN THE PRESENCE OF:**

Seal of the Bank

Witnesses:

- 1.
- 2.

ANNEXURE A

FORMAT FOR DECLARATION OF CURRENT WORKS

(Declaration disclosing all works for which the contractor has already entered into contract)

NAME OF TENDRER: _____

S. NO	NAME OF WORK & LOCATION	NAME OF CLIENT'S CONTACT PERSON / TELE. NO./ Email ID	DATE OF AWARD / PROPOSED COMPLETION	VALUE OF THE WORK	VALUE OF WORK THAT REMAINS TO BE EXECUTED	ANY DISPUTES PENDING*

Certified that the above information is true to the best of my/our knowledge.

** If yes, please provide details.*

**PLACE:
DATE:**

**SIGNATURE OF THE TENDERER
WITH SEAL AND ADDRESS**

A) GENERAL CONDITIONS OF CONTRACT

1. **DEFINITIONS:** - In the Contract (as hereinafter defined) the following words and expressions shall have meanings hereby assigned to them, except where the context otherwise requires: (In alphabetical order)
 - 1.1 **Approved/Approval:** - shall mean and include approved/approval accorded by the Engineer-in-charge in writing with the concurrence of the Architect or of the Owner.
 - 1.2 **Approved Equal:** - shall mean an alternative product or service approved by the Engineer-in-charge as being equivalent to that specified in the Contract Documents.
 - 1.3 **Architect:**-shall mean **M/sPlanet-3Studios Mumbai**
 - 1.4 **Contract:** - shall mean and include the Contract Agreement and its supporting documents forming part thereof, executed between the Parties thereto for the purpose of proper execution and completion of the Work in accordance with the Contract Documents.
 - 1.5 **Contractor:** - shall mean and include the person or persons, Firm, company or consortium whose Tender has been accepted by the Owner and includes the Contractor's legal representatives, successors and permitted assign.
 - 1.6 **Contractor's Representative:** - shall mean the person or party duly appointed by the Contractor to act for and on its behalf on a day-to-day basis during the execution of the Work and the Project. Any action to be taken by the Contractor may be taken on the Contractor's behalf by the Contractor's Representative. The Contractor's Representative shall be considered a "key person" for purposes of Clause 11.1 of the General Terms of Contract.
 - 1.7 **Contract Documents:** - shall collectively mean and include Contract Agreement and the documents mentioned therein as forming part thereof and would also include all modifications thereof and additions thereto incorporated in and made to any of those documents during the term of the Contract.
 - 1.8 **Contract Sum:** - Shall mean the sums referred to in the Contract Documents for the Contractor's performance of the Work. The contract sum is inclusive of all taxes like GST and any other tax (levied by State/Central Govt.) that are in vogue at the time of allotment. The Contract Sum shall not exceed as indicated in the Letter of Intent/Purchase Order, amounts in excess of this number, not approved in advance by the Engineer-in-charge / Owner shall be at the Contractor's expense. No escalation in prices shall be allowed for any reason whatsoever during the period of the project.
 - 1.9 **Consultant:** - Shall mean any person or persons duly appointed by the Owner / Architect to act as 'CONSULTANT' to render consultancy services in any area/field of activity connected with and arising out of the Contract under a separate agreement setting out the consultant(s) responsibilities and terms.
 - 1.10 **Defect(s) Liability Period:** - shall be the **24-month period** after Virtual Completion and Commissioning and any period extended as a result of rectification of the Work/change orders, between the Virtual Completion and the Final Completion of the Work, and during which period the Contractor shall be bound to replace and/or rectify and make good all defective materials, equipment and/or workmanship which arise in the Works or come to notice subsequent to the Virtual Completion of the Works and prior to the Final Completion of the Works.
 - 1.11 **Drawings:** -Shall means all drawings, details and sketches along with the technical information therein, furnished by the Architect / Architect through the Engineer-in-charge to the Contractor under the Contract and any modifications of such drawings or such other drawings as may be from time to time be furnished or approved in writing by Engineer-in-charge. All drawings, samples, patterns, models, operation and maintenance manuals and other technical information of a like nature submitted by the Contractor shall also be referred as 'drawings'.
 - 1.12 **Final Completion:** - will be deemed to have been achieved when at the end of the Defects Liability Period a Final Completion Certificate has been issued by the Owner when all the requirements of the Contract have been met and complied with and when all the

defective items of Work and defects have been replaced and/or rectified and made good as directed by and to the satisfaction of the Engineer-in-charge / Owner.

- 1.13 **Force Majeure:** - are risks due to riots (otherwise than among Contractor's employees) and civil commotion (in so far as both these are uninsurable), war (whether declared or not), invasion, act of foreign enemies, hostilities, civil war, rebellion, insurrection, military or usurped power, an act of Government, an act of God, such as lightening, unprecedented floods, tornado, and damage from aircraft.
- 1.14 **Headings:** - The headings in these General Conditions of Contract shall not be deemed to be part thereof or to be taken into consideration in the interpretation or construction thereof or of the Contract.
- 1.15 **Insolvency:** - The term "Insolvency" means any act of insolvency as defined by the Presidency Towns Insolvency Act or the Provincial Insolvency Act or any amending statute.
- 1.16 **Labour Rate:** - As per Local Administration labour rates notified and fixed from time to time.
- 1.17 **Measurement Books:** - shall be defined as the books maintained during the currency of the project to record all measurements qualifying for payment. The contractor shall maintain measurement books of all work done by them. The contractor shall get the measurement books verified by the Engineer-in-charge /quantity surveyor periodically.
- 1.18 **Owner:** - The Owner shall mean and include **Shri Mata Vaishno Devi Shrine Board, a Board incorporated under the provision of the J & K Shri Mata Vaishno Devi Shrine Act,1988 and having their Central Office at Shri Mata Vaishno Devi Shrine Board, Katra (J&K) India - 182301** - their respective successors in Office, successors in interest, administrators and assigns etc.
- 1.19 **Owner's Representative:** - Owner's Representative shall mean and include the Engineer-in-charge and / or any other person duly appointed and authorized by the Owner to act for and on its behalf at the Site during the progress of construction of the Project.
- 1.20 **Project:** - shall mean and include the execution of the Work to be performed under this Contract plus works of all later phases necessary to complete the construction to make it habitable, according to the standards adopted by the Engineer-in-charge.
- 1.21 **Engineer-In-Charge:** - Shall mean an Engineer not below the rank of an Executive Engineer or equivalent appointed by Shri Mata Vaishno Devi Shrine Board for performing the duties and responsibility of Engineer-in-charge on behalf of Shri Mata Vaishno Devi Shrine Board.
- 1.22 **Records and Audits:** - The contractor shall keep books and records to Engineer-in-charge's satisfaction, in such a manner, as to enable the Engineer-in-charge to carry out effective financial control and to have necessary reports thereon from the internal auditors of the Contractor, with liberty to the Engineer-in-charge to seek inspection thereof to ascertain maintenance of proper records concerning the Project.
- 1.23 **References and Cross-References to Clause and Sub-Clause Numbers:** - Unless specifically stated otherwise, all references and cross-references made to clause and sub-clause numbers in these General Conditions of Contract refer to the clauses and sub-clauses of the General Conditions of Contract itself.
- 1.24 **EHS Plan:** - means Environmental, Health and Safety Plan prepared by the Contractor for implementation at site, base on and including, without limitation to various Clauses of the Conditions of Contract pertaining to Safety, Health and environment; and approved by the Engineer-in-charge.
- 1.25 **Singular or Plural / Typographic Errors:** - Words in the singular also include the plural and vice versa, where the context so requires. Words implying persons include persons and corporations. Typographic or spelling errors shall not be cause to vitiate the contract.

- 1.26 **Specifications:** - shall mean and include the specifications for the Work included in the Architect's / Architect Drawings, the Works Technical Specifications and Priced Bill of Quantities, and any modification thereof or addition thereto.
- 1.27 **Tender:** - shall mean and include the Contractor's offer to construct and maintain the Work in strict accordance with the Contract Documents as set forth on the Tender Form.
- 1.28 **Tender Documents:** - shall mean and include the Contractor's Tender Form. The Performa of Bank Guaranty for Earnest Money Deposit, the Performa of Bank Guaranty for Performance Bond and Notice Inviting Tender, Tender Form and Contract Agreement Draft, General Conditions of Contract, Special Conditions Of Contract.
- 1.29 **Terms " / ", "and", "or", "and/or":** - The terms " / ", "and", "or", "and/or" used in context with the description or enumeration of two or more items or components of work of documentation or anything similar shall mean as is relevant and applicable to the text and context.
- 1.30 **Vendors:** - shall mean and include all suppliers, contractors, sub-contractors, nominated sub-contractors and trade contractors engaged for same / later phase(s) of the Project, when such Vendors are in privity of Contract with the Engineer-in-charge / Owner.
- 1.31 **Virtual Completion:** - Virtual completion will be deemed to have been achieved upon a Virtual Completion Certificate being issued by the Engineer-in-charge with concurrence of the Architect / Architect and the Owner, when the Work, according to the Engineer-in-charge, Owner and Architect / Architect have been completed in every respect in conformity with the Contract Documents and are ready and fit for the intended purpose, complete with all systems and services having been tested and commissioned.
- 1.32 **Written Notice:** Written Notice shall be deemed to have been duly served if delivered in person to the authorized representative of the Firm / company for whom it is intended or if delivered at and a written delivery receipt obtained or sent by registered mail to the last business address known to them, who gives the notice.
- 1.33 **Work:** - shall mean and include the items of work included in this Contract Document, all materials, Plant & machinery, equipments, tools and labour necessary to complete all components of the Project in full compliance with the requirements of the Contract Document.
- 1.34 **Working day, Day, Week and Month:** - Working Day shall mean and include any day from Monday to Saturday (both days inclusive) excluding Public Holidays. Work at site shall continue over Sundays and all holidays excepting statutory Government public holidays. "**Day**" shall mean a calendar day of 24 hours each. "**Week**" shall mean 7 days without regard to the number of hours worked in any day in the week. "**Month**" shall mean English Calendar month, without reference to the number of days worked during this period.

2. SCOPE, EXTENT, INTENT ETC.: -

- 2.1 **Scope:** - The general character and the scope of the Work shall be as illustrated and defined in the Drawings, Specifications, Schedule of Rates and other Contract Documents.
- 2.2 **Extent:** - The Contractor shall carry out and complete the Work under the Contract in every respect, and his work shall include the supply of all labour, equipment, materials, plant and machinery, tools, transportation, scaffolding and everything else necessary for the proper execution and completion of the Work in accordance with the Contract Documents and to the directions and satisfaction of the Engineer-in-charge, Architect / Architect and Owner. The Contractor shall be fully responsible and liable for everything and all matters in connection with or arising out of or being a result or consequence of his carrying out or omitting to carry out any part of the Work. Where any parts of the Work may be executed by Sub-Contractors, such responsibility and liability of the Contractor shall cover and extend to the work of all such Sub-Contractors.

- 2.3 **Intent:** - The Contract Documents are complementary and what is called for by any one shall be binding as if called for by all. Wherever it is mentioned in the Contract Documents that the Contractor shall perform certain work or provide certain facilities, it is understood that the Contractor shall do so at his own cost. Materials or work described in words which so applied have a well-known technical or trade meaning shall be held to refer to such recognized standards as are applicable.
- 2.4 **Instructions of Engineer-in-charge:** - The Owner through the Engineer-in-charge may from time to time, issue further supplementary Drawings, written instructions, details, directions, and explanations, which shall be collectively referred to as the Instructions of Engineer-in-charge. The Contractor shall forthwith comply with and duly execute the work comprised in such Instructions of Engineer-in-charge, provided always that verbal instructions, directions and explanations given to the Contractor or his works representative by the Architect / Architect or Engineer-in-charge shall, if involving a variation, will be got confirmed in writing from the Engineer-in-charge, by the contractor.
- 2.5 **Approval of Engineer-in-charge:** - Approval of the Engineer-in-charge shall always mean approval in writing. The onus shall be on the Contractor to obtain all the necessary approvals in writing. Such approvals, however, shall not relieve the Contractor of any of his responsibilities under the Contract.
- 2.6 **Increases / Decreases to scope of Work:** - The Owner / Engineer-in-charge reserves the right to increase or decrease the scope of the Work on any or all items or to change the nature of the Work involved in any or all items or to completely delete any items of the Work under the Contract. The Contractor shall not be entitled to claim for loss of anticipated profits, for mobilization of additional resources, or for any other such reason on account of these change orders.
- 2.7 **Items of work for completion:** - The Contractor is bound to carry out any items of work necessary for the completion of the Work even though such items of work may not be expressly described in the Contract Documents / Drawings.
3. **ENGINEER-IN-CHARGE, OWNER'S REPRESENTATIVE, AND CONTRACTOR'S REPRESENTATIVE:** -
The status, duties and responsibilities of the Engineer-in-charge, Owner's Representative, and Contractor's Representative shall be as detailed below:
- 3.1 **Role and responsibilities of the Engineer-in-charge:** - The Owner will be represented for the purpose of the execution of the Contract by the Engineer-in-charge. The Engineer-in-charge shall be responsible for the day-to-day supervision, quality control checks, progress monitoring, co-ordination and direction of the Work, and generally to ensure that the Work is carried out in all respects in strict conformity with the Contract Documents.
- 3.2 **Decision:** - The Engineer-in-charge shall make decisions with or without consultation and concurrence of the Owner and the Architect / Architect on all matters relating to the execution and progress of the Work, including the claims and queries of the Contractor. The decision, opinion, direction and interpretation of the Engineer-in-charge, with respect to any or all matters shall be final and binding on the Contractor.
- 3.3 **Role and responsibilities of the contractor's representative:** -
- i. The Contractor shall be represented at the Site by the Contractor's Representative. The Contractor's Representative shall be on Site at all times during performance of the Work and the Project Coordination Services and shall be responsible for the day-to-day interaction with the Engineer-in-charge and the Owner's Representative.
 - ii. The Contractor's Representative shall have the authority to make and communicate all decisions called for in this Contract to be made by the Contractor or the Contractor's Representative. The Contractor's Representative shall be responsible for the day-to-day supervision and overseeing of the Project Coordination Services, including, without limitation, the SHE Plan implementation described in Clause 1.27 of the Definitions.

- 3.4 Access For Owner, Owner's Representative, Architect And Engineer-in-charge To The Works:** - The Owner, Owner's Representative, Engineer-in-charge, the Architect / Consultant and their respective consultants shall at all times have access to the Work and the Site and to the workshops or other places of the Contractor where the Work is to be so prepared and in workshops or other places of Sub-Contractors and suppliers. The Contractor shall by a term in its Sub-Contracts so far as possible, secure a similar right of access to those workshops or places for the Owner, Owner's Representative, Engineer-in-charge, Architect / Consultant, and their respective consultants and shall do every thing for the purposes of carrying out inspections to ascertain and ensure that work is being carried out in conformity with the Contract Documents or for any other purpose in connection with the Work under the Contract.
- 3.5 Contractor's responsibilities:** - The Contractor shall have the following responsibilities in carrying out the Work and the Project Coordination Services, respectively:
- i. The Contractor shall, on the instruction of the Engineer-in-charge, immediately dismiss from the Work any person employed thereon by him who may, in the opinion of the Engineer-in-charge / Owner, be incompetent or who engages in unlawful or disorderly conduct, and such persons shall not be re-employed on the Work without the prior written permission of the Engineer-in-charge.
 - ii. Contractor shall indemnify the Owner & Engineer-in-charge for loss suffered by the Owner & Engineer-in-charge on account of any act/omission/neglect of the Contractor's, workers, employees, Sub-Contractors etc.
 - iii. The Contractor shall comply with all safety standards to the satisfaction of the Engineer-in-charge.
 - iv. The Contractor shall take full responsibility for the management & supervision of the Sub-Contractors.
 - v. The Contractor shall ensure that all Sub-Contractors engaged exercise all such skill, care and technical competence as represents a high standard within their respective professions or trades as is appropriate for the satisfactory execution of their work and services.
 - vi. The Contractor shall not assign this Contract or any part of it. The Owner / Engineer-in-charge and Architect / Consultant reserves the right to review and approve each Sub-Contractor which the Contractor recommends at any time to engage to perform any services before such Sub-Contractor is hired or performs any service.
 - vii. The Contractor shall be responsible for the care of the Work and the management and supervision of the Sub-Contractors.
 - viii. The Contractor shall exercise constant and continuous supervision and control over the workmanship, materials, plant, machinery, equipment etc used in the Work and report on the status of the same to the Engineer-in-charge.
 - ix. The Contractor will be responsible for obtaining all necessary permits, approvals, certificates and the like.
 - x. All the obligations and responsibilities of the Contractor under the Contract shall be discharged by him subject to the satisfaction of the Owner / Engineer-in-charge.
 - xi. Any activity conducted or responsibility assumed by the Owner or the Engineer-in-charge shall not relieve the Contractor of any of its obligations and responsibilities under the Contract.
 - xii. The contractor shall use latest standards, codes and regulations, as applicable for the purpose specified and suitable for respective uses intended. The contractor must keep at site the latest IS codes in CD form for quick referencing.
 - xiii. The contractor shall ensure that all work complies with statutory norms and regulations.

- xiv. The Contractor shall co-ordinate and provides the facilities mentioned in Bill of Quantities free of charge to the agencies / Vendors and nominated Sub-contractors appointed directly by the Engineer-in-charge / Owner.
4. **Site:** - shall mean the location, Shri Mata Devi Institute of Mediacl Excellence Kakryal ,as per specification at APPENDIX – 8 & 9
5. **NATURE OF CONTRACT:** - Lump Sum Contract: - The Contract shall be a Lump Sum Contract wherein the payment shall be made at different stages of work.. The Contractor shall be entitled to payment, in Indian Rupees, of no more than the Contract Sum as stated in the Letter of Award / Work Order, in consideration of the Work performed and completion of the Work. However, the Contract Sum may be altered on account of a change order approved in advance by the Owner / Engineer-in-charge. The Contract Sum shall include payment for the supply of all labour (including payment to his Sub-Contractors), equipment, materials, plant and machinery, tools, transportation, scaffolding, works under this Tender and all applicable taxes including the GST, Income Tax, Education cess, Labour cess, duties, Octroi, levies, royalties, fees, insurance premiums, contributions towards employees benefits including ESI and PF and funds, Electricity & water required during the period and activities constituting the Scope of Work defined in the General Conditions of Contract. The Contract Sum shall also include the Contractor's establishment, infrastructure, overheads & profits and all other charges, and shall generally be inclusive of every cost and expense required by the Contract to be borne by the Contractor and necessary for the proper execution and completion of the Work under the Contract, in conformity with the Contract Documents and the best engineering and construction practices and to the satisfaction of the Engineer-in-charge, and the Owner.
- No escalation of the prices shall be allowed during the period of the contract for any reasons whatsoever and the prices quoted by the Contractor shall be deemed to be fixed.***
6. **TAXES, DUTIES ETC.:** - As part of the contract sum, the contractor shall in connection with the work include GST and any other tax that are in vogue at the time of allotment of contract. Contractor shall provide Form 'C', Form '38', or any other forms and comply with all the formalities that may be required by the Central/State Government for procurement of material, and shall be liable to file all such returns with the Government Departments as may be necessary and get them assessed at his own cost.
7. **NOTICES, FEES, BYELAWS, REGULATIONS, ETC.:** - The Contractor shall comply with all applicable laws and Government Acts including the Byelaws or regulations of Central and / or Local Authorities relating to the Work in so far as labour, construction, fabrication and installation activities are concerned, and he shall obtain from the Central and / or Local Authorities all permissions and approvals required for the plying of trucks, construction machinery etc., and also for construction of temporary Offices, labour camps, stores and other temporary structures in connection with the Work, and the Contractor shall give all notices and pay all fees and charges that are and that can be demanded by law thereunder. In the Contract Sum for the Work, the Contractor shall allow for such compliance and work, and for the giving of all such notices, and shall include the payment of all such fees and charges.
8. **LICENCES AND PERMITS:** - The Contractor shall directly obtain all licences and permits for the materials under Government control, and those required to be obtained by the Contractor for the execution of the Work. The Contract Sum shall include all transportation charges and the other expenses that may be incurred in this connection.
9. **ROYALTIES AND PATENT RIGHTS:** - All royalties or other sums payable by the contractor in respect of the supply and use of any patented articles, processes or inventions for the carrying out of the Work as described by or referred to in the Contract Documents, shall be deemed to have been included in the Contract Sum. The contractor shall keep the Owner & Engineer-in-charge indemnified against all such demands as may arise on account of payment of royalties.
10. **INSURANCE:**

10.1 Insurance Policies: - Before commencing the execution of the Work, the Contractor, without limiting his obligations and responsibilities under this Contract shall insure in the joint names of the contractor and Owner, latter being the beneficiary, against his liability for any material or physical damage, loss or injury which may occur to any property, including that of the Owner/Engineer-in-charge/ Architect, Sub-Contractors, Vendors or to any person including any employee of the Owner/ Engineer-in-charge/Architect, Sub-Contractors, Vendors or a member of the general public, by or arising out of the execution of the Work or in carrying out the Contract. It shall be obligatory for the Contractor to obtain and retain for all relevant times the insurance cover (in the joint names of the contractor and Owner / Engineer-in-charge, latter being the beneficiary) under the following policies. The **Contract Sum** to be insured shall also cover the value of material supplied by the Owner free of cost. The validity of Insurance Policies will be valid upto **120** days after end of the contract Period of Completion or extended Period as mutually agreed from time to time.

10.2 Contractor's All Risk Insurance and Extensions on first loss basis: Policy to inter alias cover the following: -

- a) Contract works for entire Contract Sum; the validity of Insurance Policies will be valid upto 120 days after end of the defect liability period or extended Period as mutually agreed from time to time.
 - b) Earthquake, Civil commotion, riots, war and other disturbances.
 - c) Debris removal.
 - d) Extended Maintenance Cover for Defects Liability Period and any extension thereof.
 - e) **Third Party Insurance including Cross Liability:** To cover for any damages to third party. The limit of indemnity in respect of Any one Accident or series of accidents arising out of one event shall be **Rs. 15, 00,000/-** Policy shall be valid up to the end of the Defects Liability Period/Final Completion period and shall include any damage to the properties and/or injury including death to the persons of the general public and any one else deemed to be third party.
- ii) **Workmen's Compensation Insurance** Policy to cover Contractor's liability under Workmen's Compensation Act 1923, Minimum Wages Act 1948, Contract Labour (Regulation and Abolition) Act 1970 and other relevant Acts listed elsewhere. This shall be valid for the period up to Final Completion of the Work, including the Defects Liability Period/Final Completion Period and any extensions thereof.
- iii) **Marine cum Erection Insurance** (*Required only in case Contractor's scope of work involves transportation and erection of equipments & machines for incorporation in Project*) Policy against damage or loss due to any reason in respect of materials, equipment and/or work done. Limit of liability shall not be less than the value of such equipment, materials and/or work done at any stage of the Contract, valid for the period of completion including Defects Liability Period/Final Completion Period and any extensions thereof.

The Contractor shall insure against all such liabilities and shall continue such insurances during the currency of the Contract including the Defects Liability Period/Final Completion Period. Premium for all insurance policies shall be paid and borne by the Contractor and shall not be reimbursable.

The Contractor shall provide to the Engineer-in-charge all policies of insurance in original. These policies shall be fully executed and shall state that the policies cannot be cancelled until completion of the Contract including defects liability period/Final Completion Period and any extensions thereof.

The Contractor shall obtain similar policies from all Sub-Contractors and thereby assume responsibility for any claims or losses to the Owner and Engineer-in-charge resulting from failure of any of the Sub-Contractors to obtain adequate insurance protection in connection with their work and shall indemnify and keep indemnified the Owner and Engineer-in-charge including their employees, Officers, servants, agents and any other person moving in the premises, accordingly.

- 10.3 Failure to insure:** - If the Contractor fails to comply with the terms of this Clause 8, the Engineer-in-charge may effect and / or keep current (but without obligation to do so) the insurance at the cost and expense of the Contractor and at two times the expenses incurred, deduct the expenses from any moneys that may be or become payable to the Contractor or may, at his option, refuse payment of any certificate to the Contractor until the Contractor complies with this condition.
- 10.4 Unlimited liability:** - In addition to the liability imposed by law upon the Contractor for injury (including death) to persons or damage to property by reason of the negligence of the Contractor or his agents, which liability is not impaired or otherwise affected hereby, the Contractor hereby assumes liability for and agrees to save the Owner and Engineer-in-charge including their employees, Officers, servants, agents and any other person moving in the premises harmless and indemnifies them from every expense, liability or payment by reason of any injury (including death) to persons or damage to property suffered through any act or omission of the Contractor, his employees, agents, servants, workmen, suppliers or any of his Sub-Contractors, or any person directly or indirectly employed by any of them or from the conditions of the Site or any part of the Site which is in the control of the Contractor or his employees or any of his Sub-Contractors, or any one directly or indirectly employed by either of them or arising in any way from the Work.
- 11. Security:** - The Contractor shall at his cost provide at all times adequate number of watchmen to guard the Site, materials and equipment, to the satisfaction of the Engineer-in-charge. The Contractor shall at all times be fully responsible for the security of all materials and equipment on the Site, whether his own or those of any Sub-Contractor. Owner / Engineer-in-charge shall not be responsible for any loss due to theft, fire, accident or any other reasons, whatsoever.
- 11.1 Safety Equipment & Personnel:** - The Contractor shall provide sufficient helmets, safety boots/shoes, nets and protective clothing for use by the Project management team, his own staff and staff of its sub-contractors. The Contractor shall make available at all times when work is being undertaken, a vehicle suitable for the emergency evacuation of personnel from the site to a hospital staffed and equipped to receive injured personnel.
- 11.2 First Aid Equipment & Medical Facilities:** - The Contractor shall establish a fully equipped and staffed (trained) first aid centre on the Site to deal with accidental injuries and workers health. Contractor shall ensure that a qualified & registered doctor is engaged to regularly visit the site for labour welfare. The Contractor shall provide such first aid and medical facility to at his own cost.
- 12. LABOUR REGULATIONS:**
- 12.1 Regulations:** - The Contractor shall be wholly and solely responsible for full compliance with the provisions under all labour laws and /or regulations such as Payment of Wages Act 1948, Employees Liability Act 1938, Workmen's Compensation Act 1923, Employees State Insurance Act 1948, Employees Provident Fund Act 1952, Industrial Disputes Act 1947, the Maternity Benefit Act 1961, the Contract Labour (Regulation and Abolition) Act 1970 and the Factories Act 1948 or any modifications thereof or any other law relating thereto and rules there under introduced from time to time. The Contractor shall at his own cost obtain a valid licence for himself and the Owner / Principal Employer under the Contract Labour (R & A) Act 1970 and the Contract labour (Regulation and Abolition) Central Rules 1971 and under any other applicable rules before the commencement of the Work and continue to have a valid licence(s) until the completion of the Work.
- 12.2 Payment of Wages:** - The Contractor shall pay to labour employed by him either directly or through Sub-Contractors wages not less than fair wages as defined in the relevant Central / Local Labour Regulations or as per the provisions of the Contract Labour (Regulation and Abolition) Act 1970 and the Contract Labour Regulation and Abolition of Central Rules 1971, wherever applicable. He shall also abide by the

minimum wages and other regulations applicable to the labour engaged in the Work, as laid down by the concerned Central / local authorities (Jammu & Kashmir State, District or other local Authorities).

12.3 Model Rules: -The Contractor shall at his own expense comply with or cause to be complied with, Model Rules for labour welfare framed by Government or other local bodies from time to time for the protection of health and for making sanitary arrangements, Malaria control, etc. for workers employed directly or indirectly on the Work and in the workers hutment area. In case the Contractor fails to make arrangements as aforesaid, the Owner shall be entitled to do so and recover the cost thereof from the Contractor.

12.4 Safety Codes: - In respect of all labour, directly or indirectly employed on the Work for the performance and execution of the Contractor's Work under the Contract, the Contractor shall at his own expense arrange for all the safety provisions as listed in (i) Safety codes of C.P.W.D. and Bureau of Indian Standards, (ii) The Electricity Act, (iii) The Mines Act, and Regulations, (iv) Regulations of employment & conditions of service Act 1996, Rules and Orders made there under and such other acts as applicable.

Precautions as stated in the safety clauses are of minimum necessity and shall not preclude the Contractor taking additional safety precautions as may be warranted for the particular type of work or situations. Also mere observance of these precautions shall not absolve the Contractor of his liability in case of loss or damage to property or injury to any person including but not limited to the Contractor's labour, the Owner's, Architect's, Owner's Representative's and Engineer-in-charge's representatives or any member of the public or resulting in the death of any of these.

12.5 Safety/Site Conditions:

- i. The Contractor shall take full responsibility for the adequacy, stability and safety of all Site operations and ensure that the methods of carrying out the Work and the Project by the Contractor including his workmen, employees, Sub-Contractors and Vendors meet all the necessary safety standards and requirements of the SHE Plan.
- ii. The Contractor has full responsibility for maintaining the Site in good and clean condition and removing all trash and debris on a daily basis to the satisfaction of the Engineer-in-charge.

If the Contractor fails to comply with the above the Engineer-in-charge will have the authority to get the same cleaned by an external agency and debit the expenses incurred on the same to the Contractor's account; but without being under any legal obligation to do so.

The Contractor shall ensure that all operations by the Contractor, his workmen, employees, Sub-Contractors to complete the Project and the remedying of any defects therein shall, so far as compliance with the requirements of this Agreement permit, be carried on so as not to interfere unnecessarily or improperly with:

- The convenience of the public, or
- The access to, use and occupation of public or private roads, railways and footpaths to or of properties whether in the possession of Owner/Engineer-in-charge or of any other person.
- The Owner's /Engineer-in-charge's operation and utilization of the facility at the Site; and
- The Work of Vendors.

If any hazardous or obnoxious materials (as defined by Indian law) are specified for use or are being used by Sub-Contractors or Vendors, the Contractor shall keep record of such material and forthwith give written notice to the Engineer-in-charge and shall ensure that the Sub-Contractors and Vendors, as applicable, use, store and dispose of such hazardous or obnoxious materials strictly in accordance with all applicable laws.

- 12.6 Additional Safety Regulations:** - The Contractor shall continuously maintain adequate protection for the Work against fire and other hazards and shall protect the Owner's /Engineer-in-charge's property from damage or loss during the performance of this Contract. The Contractor also shall adequately protect property adjacent to the Work.
- i. Site access and parking by the Contractor's personnel shall be at locations designated by the Engineer-in-charge. Only the Contractor's personnel necessary for the performance of the Work shall be permitted access to the Site. The Contractor and its employees and Sub-contractors shall adhere to all speed limits and traffic regulations at the Site.
 - ii. The Contractor and its employees and subcontractors shall strictly obey all "No Smoking" restrictions.
 - iii. The Contractor shall not operate or use or manipulate utilities at the Site without the Engineer-in-charge's prior written approval.
 - iv. No valves shall be turned off or on, or electrical disconnect switches operated except in an emergency. Any required utility "shut downs" will be scheduled and coordinated with the Engineer-in-charge.
 - v. The Contractor shall make any requests for utility manipulation or "shut downs" in writing on least two (2) days' notice to the Engineer-in-charge.

- 12.7 Child Labour:** - The Contractor shall not employ any labour less than 18 years of age on the job. If female labour is engaged, the Contractor shall make necessary provisions at his own expense for safeguarding and care of their children and keeping them clear of the Site. No children shall be permitted on the Site.

- 13. CONTRIBUTION TOWARDS EMPLOYEE BENEFITS, FUNDS ETC.:** - The Contractor shall include in the Contract Sum all expenses necessary to meet his obligations for making contributions toward employee benefits funds (Such as provident fund, ESI benefits, old age pension and/or any other benefits/compensation legally payable) in compliance with all the statutory regulations and requirements. All records in this connection shall be properly maintained by the Contractor and produced for scrutiny by the concerned authorities and the Engineer-in-charge and the Owner whenever called for

- 13.1 Employees' State Insurance Scheme (ESI):** -The Contractor shall be liable to pay his contribution and Employee's contribution to the State Insurance Scheme in respect of all labour employed by him or for the execution of the contract in accordance with the provision of "The Employee's State Insurance Act, 1948" as amended from time to time.

- 13.2 Employees Provident Fund (EPF) :** - The Contractor shall obtain prescribed recommendations from the Regional Provident Funds Commissioner under the Employees' Provident Fund and Misc. Provisions Act, 1952 and shall cause provident fund contribution from all eligible employees and Contractor's contribution to be deposited regularly with the prescribed authority and in token of which shall submit every month necessary receipts/ documentary evidence as may be required by the Engineer-in-charge. The contractor shall also provide its P.F. registration number/ certificate to Engineer-in-charge.

In case the contractor fails to comply with above provisions as required by the authorities then the Engineer-in-charge shall be entitled to do so and recover such amounts including the associated costs incurred by them in doing so, from the contractor.

The Contractor must fully satisfy himself as to these points and allow coverage for the same in the rates while giving his Tender. Nothing extra shall be paid on these accounts.

- 14. DRAWINGS, SPECIFICATIONS, and INTERPRETATIONS ETC.:** - In general, the Drawings shall indicate the dimensions, positions and type of construction, the Specifications shall stipulate the quality and the methods and performance criteria, and the Schedule of Rates shall indicate the rates for each item of work for evaluating change orders. However, the above Contract Documents being complementary, what is called for by any one shall be binding as if called for by all. Wherever there is a discrepancy between drawings and

specifications, the drawings shall be followed. In interpreting the specifications, the following order of decreasing importance shall be followed: -

- BOQ
- Technical Specifications
- Drawing

Matters not contained in the specifications and in case of any ambiguities in written specifications of the contract, the works shall be executed as per relevant BIS codes in that order of preference. If such codes have not been framed, the decision of the Engineer-in-charge / Architect shall be final.

15. ASSIGNMENT AND SUB-LETTING: -The Contractor shall not assign this Contract. The Contractor may, however, sub-contract any part of the Work with the prior written consent of the Engineer-in-charge. Any permission to sub-contract parts of the Work shall not relieve the Contractor from any of his responsibilities, obligations, and liabilities under this Contract.

16. Sub-contractors (Nominated or otherwise): - "Sub-Contractors" shall mean and include the persons, Firms, companies or agencies who after approval of the Engineer-in-charge, have entered into a direct Contract with the Contractor in respect of any part of the Work and any later package of the Project, and include the Sub-contractors' legal representatives, successors and permitted assignee. The Contractor shall have full responsibility for the actions and work of any Subcontractor whether contracted by the Contractor to perform portions of the Work or for any later package of the Project.

17. CO-ORDINATION OF WORK: - At the commencement of the Work, and from time to time, the Contractor shall co-operate with other contractors, Sub-Contractors, persons engaged on separate contracts in connection with the Project, Vendors, the Engineer-in-charge, the Owner for the purpose of the co-ordination and execution of various parts / phases of the Project. The Contractor shall determine and ascertain from the Vendors and persons engaged on separate contracts, in connection with the Project, the extent of all related activities of the project.

In order to ensure proper co-ordination is being undertaken, weekly meetings, chaired by the Engineer-in-charge will be held with the various contractors and Architect, at which co-ordination will be discussed and minutes of actions proposed circulated.

18. OVERTIME WORK: -

18.1 If it is necessary for the Contractor or any Sub-Contractor to work on other than working days or outside the normal working hours in order to keep up to the time schedule and meet the Construction Programme, the Contractor shall obtain the prior approval of the Engineer-in-charge in writing, which approval shall not be unreasonably withheld. The additional cost of wages and any other costs incurred as a result of overtime or any shift work (except supervision expenses incurred by the Engineer-in-charge) shall be borne by the Contractor.

18.2 Where work is being carried out in or around an operating plant / Office or occupied building /premises and is liable to cause disturbance or interruption in working of the Plant / Office or inconvenience to the occupants of the premises, the Contractor shall work only at specified places and times as mutually arranged between the Contractor and the Engineer-in-charge so as not to cause any disturbance. Due to this the Contractor may be required to work during off-hours, Sundays and holidays. The Contractor shall not be entitled for any extra payment for doing work in the manner described above.

19. MATERIALS, WORKMANSHIP, STORAGE, INSPECTIONS ETC.:

19.1(A) Owner Supplied Material: - All Materials supplied by the Owner pertaining to the Works shall be stored by the Contractor only at places and in a manner approved by the Engineer-in-charge. Receipt, unloading, handling, storage and safe custody of the materials shall be the responsibility of the Contractor. Installation, Testing & Commissioning shall be done by the Contractor. In case of any damage to the material

supplied by the Owner at site, the Contractor shall make good the same at his own cost.

19.1(B) Contractor Supplied material

19.1.1 All the materials shall be procured by the contractor

19.1.2 The materials shall be fully accounted for by the Contractor as required hereinafter. In accounting for the materials, allowances, as indicated in the Annexure – 2 against each item, will be made to cover all wastages and losses that may have been incurred in the process of handling, storing, cutting, fabrication, fixing and installing. The contractor shall submit statement of account and reconciliation of material lying in Contractor's stores along with each Running Account Bill and consolidated statement of reconciliation along with Final Bill.

19.1.3 The Contractor shall, at all times when requested, satisfy the Engineer-in-charge by the production of records or books or submissions of returns that the materials are being used for the purpose for which they are procured and the Contractor shall at all times keep the records updated to enable the Engineer-in-charge to apply such checks as he may desire to impose. The Contractor shall, at all times, permit the Engineer-in-charge to inspect his Godown. The Contractor shall not, without prior written permission of the Engineer-in-charge, utilise or dispose of the materials for any purpose other than intended in the Contract.

19.2 Special makes or brands: - Where special makes or brands are called for, they are mentioned as a standard. Others of equivalent quality may be used provided that Engineer-in-charge considers the substituted materials as being equivalent to the brand specified, and prior approval for the use of such substituted materials is obtained in writing from the Engineer-in-charge. Unless substitutions are approved by the Engineer-in-charge in writing in advance, no deviations from the Specifications and other Contract Documents shall be permitted, the Contractor shall indicate and submit written evidence of those materials or equipment called for in the Specifications and other Contract Documents that are not obtainable for incorporation in the Work within the time limit of the Contract. Failure to indicate this in writing within one month of the signing of the Contract will be deemed sufficient cause for denial of any request for an extension of time and /or additional cost because of such circumstances.

19.3 Proper scheduling and delivery of materials: - All materials and equipment shall be scheduled and delivered so as to ensure a speedy and uninterrupted progress of the Work, and the same shall be properly stored. Within fifteen days of signing of the Contract, the Contractor shall submit the material procurement schedule for approval of Engineer-in-charge for all materials to be procured by the Contractor and required to be supplied by the Engineer-in-charge / Owner.

It shall be the responsibility of the Contractor to give the quarterly requirement for the Owner supplied material in writing to the Engineer-in-charge at least four weeks prior to the latest date by which the Contractor needs these materials to suit the programmed execution of the Work. No extension of time shall be allowed for any delays caused due to the Contractor's failure to raise such requisitions.

19.4 Storage of materials and equipment at site: - The Engineer-in-charge may temporarily allow storage of materials supplied by contractor in a suitable available space within the building till the same is installed by him. However, the materials shall be deemed to be in safe custody of the contractor and he shall be responsible for any theft, damage or loss therein till the same is installed and commissioned by the contractor.

19.5 Inspection: - Rejected workmanship shall be immediately corrected and rectified and rejected materials and equipment shall be removed and replaced with proper, specified and required materials and equipment, by the Contractor to the approval and satisfaction of the Engineer-in-charge. The cost of all such correction and rectification and such removal and replacement shall be to the account of the Contractor and shall

be borne by him, and also, the Contractor shall be responsible for all delays in this regard. The Contractor shall promptly segregate and remove the rejected materials and equipment from the Site and shall not reuse them in the Work. If the Contractor fails to proceed at once with the correction and rectification of rejected workmanship and/or the removal and replacement of rejected materials and equipment, the Engineer-in-charge shall have the right to employ other persons / agencies to correct and rectify such workmanship and/or remove and replace such materials and equipment, and recover the cost thereof from the Contractor, or the Engineer-in-charge may terminate the right of the Contractor to proceed further with the Work.

The Contractor shall furnish promptly and without any charge, all facilities, access, labour, materials, plant and tools required and necessary for enabling the Engineer-in-charge, to carry out inspections and tests in a safe and convenient manner. The Contractor shall ascertain and ensure that the facilities and access provided for the carrying out of all inspections are completely safe in every respect and the Contractor shall be fully responsible and liable for all matters in connection with such safety.

19.6 Testing: - All the tests on materials (including owner supplied), equipment, and workmanship that shall be necessary in connection with the execution of the Work, as decided by the Engineer-in-charge and as called for in the Contract Documents, shall be carried out at the cost of the Contractor at the place of work or of manufacture or fabrication or at the Site or at an approved testing laboratory or at all or any such places. The Contractor shall provide all assistance, instruments, machines, labour and materials as are required for the examining, measuring and testing as described above, which shall be got calibrated from approved laboratory at the specified frequency to ensure accuracy of results, the testing and all expenses connected with the tests as described above shall be borne by the Contractor.

19.7 Certificates: - The Contractor shall furnish, at his own cost, test certificates, calibration certificates for the various materials and equipment as called for by the Engineer-in-charge. Such test certificates should be for the particular consignment/lot/piece as decided by the Engineer-in-charge. The details in respect of the test and calibration certificates shall be as decided by the Engineer-in-charge for the relevant items.

20. BUREAU OF INDIAN STANDARDS:

20.1 A reference made to any Indian Standards Specifications in the Contract Documents shall imply reference to the latest version of that Standard, including such revisions/amendments as may be issued, during the currency of the Contract, by the Bureau of Indian Standards and the corresponding clause/s therein shall hold valid in place of those referred to. The Contractor shall keep copies at the Site of all latest publications of relevant BIS Codes and Indian Standards Specifications applicable to the Work at the Site and as listed in the Specifications for quick referencing.

20.2 Amendments to BIS codes announced after finalization of the Contract shall be followed.

21. PROTECTIONS AND CLEANING OF WORKS AND CLEARING OF SITE:

21.1 Protection of works: - The Contractor shall take full responsibility for the proper care and protection of the Work from commencement of work until completion and handing over of the Work to the Engineer-in-charge at no additional cost. The Contractor shall protect and preserve the Work in every way from any damage, fire or accident, including by providing temporary roofs, boxing or other construction as required by the Engineer-in-charge. This protection shall be provided for all property on the Site. The Contractor shall adequately protect, to the satisfaction of the Engineer-in-charge, all the items of finishing work to prevent any chipping, cracking, breaking of edges or any damage of any kind whatsoever and to prevent such work from getting marked or stained or dirty. Should the Contractor fail to protect the Work or any part thereof and should any damage be caused to the same, the Contractor shall be responsible for all replacement and rectification, as directed by the Engineer-in-charge, and all costs and expenses in connection with such replacement and rectification shall be to the account of the Contractor and shall be borne by him.

21.2 All operations necessary for the execution of the Work shall be carried out so as not to interfere with the convenience of the public, or with the traffic, or the access to, use and occupation of public or private roads and footpaths or of properties whether in the possession of the Owner or of any other person. The Contractor shall save harmless and indemnify the Owner & Engineer-in-charge in respect of all claims, proceedings, damages, costs, charges, and expenses whatsoever arising out of or in relation to any such matters.

21.3 Site Cleaning:- The Contractor shall maintain the site and all work thereon in clean condition at all times. The contractor shall remove all scrap, debris and other unwanted material from the site and as directed by the Engineer-in-charge. In case of default the owner shall have the right to clean the site from the other agency and the cost for it shall be debit to the contractor account.

22. METHOD OF MEASUREMENT: - All Works shall be measured for making payments to the Contractor. To evaluate Work under this Contract and instructed as per work order/change orders issued by the Engineer-in-charge, the standard method of measurement in accordance with the Standards laid down by Bureau of Indian Standards shall be followed. However if definite methods of measurements are stipulated in the Schedule of Rates or Specifications, then the same shall supersede BIS methods and shall be followed. In the event of any dispute with regard to the method of measurement of any work, the decision of the Engineer-in-charge shall be final and binding and no extra claims shall be entertained or allowed at any stage in this regard.

23. PAYMENTS TERMS:

- a. 60% of the contract sum shall be paid after delivery of complete material at site.
- b. 30% of Contract sum shall be paid upon successful installation, Testing, Commissioning and handing over of the Elevators including As built drawings and O&M manuals.
- c. 10% of Contract Sum shall be paid against submission of Bank Guarantee of same amount having validity till completion of Defect Liability period.

23.1 Payment Terms (If LC opened by owner)

Imported materials: LC shall be opened for 100 % of the value and payment shall be made as follows:-

- a) 80% on receipt of shipping documents.
- b) 20% on commissioning and final submission of all As-built drawings including O&M manuals, maintenance charts, etc to be satisfaction of the Engineer-in-charge and approval from the client, including obtaining of all license and approvals from statutory authorities.

Indian Materials:

- a) 10% of Contract Sum against submission and approval of all shop drawings, including but not limited to all plans, procedures and deliverables mentioned in the Special Conditions, namely Pre-delivery Inspection and Test Plan, Acceptance Testing Procedure, Method Statement, etc, and to be released on a prorate basis, on the satisfaction of the project manger and approval from the client.
- b) 80% on prorate basis against installation and testing at site to the satisfaction of the Engineer and approval from the client.
- c) 10% on commissioning and final submission of all As-built drawings including O & M manuals, maintenance charts, etc to be satisfaction of the Engineer-in-charge and approval from the client, including obtaining of all license and approvals from statutory authorities.

Payments for Executed Works:

- 23.2 **Billing:** - The Contractor shall prepare measured bills as directed by the Engineer-in-charge (detailed measurement, abstract sheet, purchase bills, and other supporting documents) once per month and submit the same to the Engineer-in-charge in quadruplicate for checking and issue of interim certificate. Contractor shall also provide soft copy of the bills prepared on latest version of MS Office software.
- 23.3 **Payment of Bills:**
Running Account Bills: - The Contractor has to submit the Running Account Bills in triplicate once in a month along with detailed measurements in serially machine numbered register, abstract sheets, deviation statement for on going and completed work, purchase bills, materials reconciliation statement and any specific instructions which may be given in this regard by the Engineer-in-charge shall also be adhered to by the Contractor.
- 23.4 **Bill Certification:**
- i. The Contractor shall prepare and submit running bills to the Engineer-in-charge once a month throughout the Construction period.
 - ii. Within 8 days of the receipt of Contractor's running bill for payment, the Engineer-in-charge shall check and point out corrections, if any to be made in the bill. The Contractor shall correct the bill and resubmit the same to the Engineer-in-charge.
 - iii. Within 8 days of receipt of the corrected bill from the Contractor, the Engineer-in-charge shall check the bill and certify the bill for payment. Within 10 days from the date of receipt of certified bill, the owner will make the payment.
 - iv. Any running/interim Certificate of Payment given by the Engineer-in-charge/Quantity Surveyor relating to the work done or the materials delivered shall be adhoc in nature and may be modified or corrected by any subsequent interim Certificate or the Final Certificate of payment. No certification by the Engineer-in-charge supporting an interim payment shall itself be conclusive evidence that any work or materials to which it relates is/are in accordance with the Contract.
- 23.5 **Final Bill Payment:-** Within 120 working days after receipt of Contractor's final bills complete in all respects.
- 23.6 **Retention Money:** - Deduction towards retention money shall be 5% of the value of work done of each RA Bill. The Retention Money shall be released as under:
50% after the completion and commissioning of the Elevator / Elevators.
50% after the completion of Defects Liability Period provided all defects if notified have been rectified to the full satisfaction of **Engineer-in charge**.
- 23.7 **Withholding of Payments:** - The Engineer-in-charge may withhold payment or, on account of subsequently discovered evidence, nullify the whole or a part of any payment certificate to such extent as may be necessary to protect the Owner / Engineer-in-charge from loss on account of including but not limited to the following:
- i. Defective work not remedied by the Contractor.
 - ii. Failure of the Contractor to make payments properly and regularly to his own workers, to his Sub-Contractors, to his suppliers.
 - iii. Damage by the Contractor to the work of other Contractors, Sub-Contractors or Vendors.
 - iv. A reasonable doubt that the Contract cannot be completed for the balance unpaid amount.
 - v. A reasonable doubt that the Contractor intends to leave work items incomplete.
 - vi. Failure of the Contractor to execute the Work in conformity with the Contract Documents.
 - vii. Failure of the Contractor to meet or keep-up with the approved Construction Programme.
 - viii. Failure of the Contractor to comply with and fulfil all contractual obligations and liabilities stipulated in the Contract Documents.

24. RECTIFICATION OF IMPROPER WORK NOTICED: - If it shall appear to the Engineer-in-charge during the progress of the Work that any work has been executed with unsound, imperfect or unskilful workmanship or with materials of any inferior description or that any materials or articles provided by the Contractor for the execution of the Work are unsound or of a quality inferior to that contracted for or otherwise not in accordance with the Contract, the Contractor shall, on demand in writing from the Engineer-in-charge specifying the work, materials or articles complained of, notwithstanding that the same may have been passed and certified, forthwith rectify or remove and reconstruct the work so specified in whole, or in part as the case may require or as the case may be, remove the materials or articles so specified and provide other proper and suitable materials or articles at his own proper charge and cost and in the event of his failing to do so within a period so specified by the Engineer-in-charge in his demand aforesaid, the Engineer-in-charge may rectify or remove and re-execute the work or remove and replace with others, the materials or articles complained of as the case may be at the risk and expense in all respects of the Contractor, and deduct the expenses from the Retention Money or any sums that may be due at any time thereafter may become due to the Contractor or from his performance bond.

25. CHANGE ORDERS:

25.1 The Owner reserves the right to alter the Scope of Work (See Clause 2.6) and consequently the Contract Sum shall be suitably adjusted for such changes by reference to the rates in the Schedule of Rate. All change orders shall be issued by the Engineer-in-charge and the onus shall be on the Contractor to obtain such prior written consent of the owner through Engineer-in-charge.

26. DEDUCTIONS FOR UNCORRECTED WORK:

26.1 If the Engineer-in-charge deems it inexpedient to get corrected or rectified any work of the Contractor which is defective or damaged or of substandard quality or is generally not in accordance with the Contract Documents, then an equitable and appropriate deduction shall be made thereof from the Contract Sum, and the Engineer-in-charge's decision in this respect shall be final and binding on the Contractor.

26.2 Furthermore if, by reason of any accident, or failure, or other event occurring to, in or in connection with the Work, or any part thereof, either during the execution of the Work or during the Defects Liability Period, any remedial or other work or repair shall, in the opinion of the Engineer-in-charge, be urgently necessary for the safety of the Work, or any part thereof, and the Contractor is unable or unwilling to immediately and at once do such work or repair, the Engineer-in-charge may employ and pay other persons or agencies to carry out such work or repair as the Engineer-in-charge may consider necessary. If the work or repair so done by other persons or agencies is work which, in the opinion of the Engineer-in-charge, the Contractor was liable to do at his own expense under the Contract, then all expenses incurred by the Owner / Engineer-in-charge in connection with such work or repair shall be recovered from the Contractor and shall be deducted by the Owner / Engineer-in-charge from any money that may be payable or that may become payable to the Contractor or from the Contractor's performance bond.

26.3 The defective or uncorrected work of the Contractor at any stage (during or after completion of work) may adversely affect or damage the work of other Vendors. Contractor shall at his own cost immediately rectify, correct or replace both his defective work as well as the work of the other Vendors so damaged, within the time period stipulated by the Engineer-in-charge, so as not to effect the progress and quality of other Vendor's work. In case the Contractor fails to do the necessary corrections to the satisfaction of Engineer-in-charge or unduly delays the correction work, then the Engineer-in-charge shall be at liberty to get the correction work done and if the correction work is not possible, then any extra work necessary to cover the defect or damage, done through same / any other Vendor at Contractor's cost.

Actual costs including any incidentals thereof incurred by the Engineer-in-charge on such corrections / extra works shall be recovered from the payments or any amounts due to the Contractor.

27. TIME FOR COMPLETION:

27.1 Time - the essence of the contract: - The time allowed for carrying out the Work as entered in the Tender shall be strictly observed by the Contractor and shall be deemed to be of the essence of the Contract and shall be reckoned from the date of award of the Contract. The Work shall proceed with due diligence until Final Completion. The Contractor shall prepare a Construction Programme with time schedule keeping in view the completion period stipulated for specific portions of the Work and also the overall completion time and submit the same for the approval of the Engineer-in-charge. The Contractor shall comply with the time schedule as approved by the Engineer-in-charge. In the event of the Contractor failing to comply with the overall and individual milestones contained in the time schedules, he shall be liable to pay liquidated damages as provided for in this Contract.

27.2 Completion Period: - **Completion Period/Construction Period** will be as under:

Two Elevators for Sushruta –II, SMVDIME, Kakryal & 04 Nos. Elevators for UG Hostel Block I&II, SMVDCoN, Kakryal 180 days from date of issue of Notice of Award/ Allotment letter.

In case the Contractor fails to meet the above stipulated completion period, Contractor shall be liable to pay to the Owner / Engineer-in-charge, the liquidated damages as specified in Clause 43 of General Conditions of Contract.

In addition to the overall time period, the Contractor shall provide access to Sub-contractors and Vendors, employed directly by the Owner / Engineer-in-charge.

27.3 Causes of delay for which claims for extension of time may be considered;

The Contractor shall be entitled to claim for extension of time, subject to the Conditions herein, should he be delayed or impeded in the execution of the Work by reason of the following:

- i. Force Majeure;
- ii. Delay in the receipt of 'construction status' drawings from the Architect provided that, in the opinion of the Engineer-in-charge, the Contractor has made every effort and endeavor to minimize the effect of such delays.
- iii. Any change orders directed by the Engineer-in-charge, which in the opinion of the Engineer-in-charge entail the requirement of additional time for completion of the Work.

27.4 In respect of items 27.3. (i), (ii) and (iii) above, the Contractor shall submit in writing to the Engineer-in-charge his intention to claim for an extension of time within seven (7) working days of any of the above mentioned reasons or events causing a delay. Any claim of extension of time in respect of item (c) shall be notified by the Contractor before such change order is actually issued. The Contractor shall thereafter detail and submit his claim for the extension of time within fourteen (14) working days of such delay having occurred. If the Contractor does not comply with both these conditions for each and every delay caused by any of the above-mentioned reasons or events then he shall not be entitled to any extension of time.

27.5 The Engineer-in-charge shall study and verify the particulars of the claim for extension of time submitted by the Contractor and shall then reject or amend or accept the claim. He will extend the time by notifying the Contractor in writing for completion of the Work by such period as he shall think adequate with the prior approval of the Owner and the time for completion of the Work so extended shall for all purposes of the Contract be deemed the time specified for completion of the Work. The decision of the Engineer-in-charge in this regard shall be final and binding on the Contractor. No extension of time shall be granted separately for any concurrent or parallel activities, and only a delay, caused by any of the above-mentioned reasons or events, in a critical activity, which has a direct effect on the overall completion of the Work, shall form a basis for granting extension of time.

27.6 Should any deletions or changes in the scope of the Work reduce the time required to complete the Work under the Contract, then the time savings accruing from such deletions

may be considered by the Engineer-in-charge in offsetting the durations awarded for an extension of time.

- 28. NO FINANCIAL OR OTHER COMPENSATION FOR DELAYS:** - The Contractor shall not be entitled to any compensation for any loss suffered by him on account of delays in commencing or in executing or in completing the Work, whatever might be the cause of the delay.
- 29. SUFFICIENCY OF TENDER:** - 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 stated in the priced bill of quantities and the schedule of rates and prices, if any. The Tender rates and prices shall cover all his obligations under the Contract and all matters and things necessary, for the proper completion and maintenance of the Work.
- 30. INDEMNITY:**
The Contractor shall indemnify, defend and hold and keep indemnified, the Owner / Engineer-in-charge, including their Employees, Officers, Representatives, Servants, Agents, Suppliers, Vendors and any other persons claiming through or under them from and against all actions, suits, claims costs, liabilities and demands brought or made against the Owner / Engineer-in-charge in respect of:
- i) any matter or thing done or omitted to be done by the Contractor or any of his Sub-Contractor(s) or their employees, workmen, representatives, agents, servants or suppliers in the execution of or in connection with the Work; or
 - ii) any matter or thing done or omitted to be done by the Contractor or any of his Sub-Contractor's about performance under this Contract; or
 - iii) against any loss or damage to the Owner / Engineer-in-charge in consequence of any action or suit being brought against the Contractor or any of his Sub-Contractor(s) or their employees, workmen, representatives, agents, servants or suppliers for anything done or omitted to be done in execution of the Work and the Project Coordination Services under this Contract;
including but not limited to a) meeting the Project milestones, b) non-compliance with the applicable laws and regulations of the government and local authorities, c) not obtaining the relevant licenses and permits, d) infringing any patents rights specifically regarding use, storage and disposal of hazardous materials.
The obligations of the Contractor under this clause shall survive the termination of this Contract.
 - iv) The Contractor shall ensure that the Sub-Contractors indemnify, defend and hold, and keep indemnified the Owner / Engineer-in-charge, including their employees, Officers, representatives, servants, agents, suppliers, vendors and any other persons claiming through or under them harmless from all actions, suits, claims, costs, fines, judgments and liabilities in respect of:
 - a) any matter or thing done or omitted to be done by the Sub-Contractors or their employees, workmen, representatives, agents, servants and suppliers in execution of or in connection with the Work; or
 - b) any matter or thing done or omitted to be done by the Sub-Contractors or their employees, workmen, representatives, agents, servants and suppliers arising out of or in any way alleged to be in connection with Sub-Contractors' performance under this Contract; including but not limited to a) not meeting the Project milestones, b) non-compliance with the applicable laws and regulations of the government and local authorities, c) not obtaining the relevant licenses and permits, d) infringing any patents rights and specifically regarding the storage, use or disposal by the Sub-Contractors of hazardous materials in, on or under the Site or at any location whatsoever in connection with the Project in any way.
 - c) The Sub-Contractors' responsibility under this indemnification shall also include any and all hazardous materials introduced to the Site by their agents, representatives, employees, workmen, servants and suppliers. The obligations of Sub-Contractors under this clause survive the termination or expiry of this Contract.
- 31. CORRECTION OF WORK BEFORE VIRTUAL COMPLETION OF WORKS:** The Engineer-in-charge, Owner's Representative or Architect / Architect shall jointly conduct an extensive

inspection just prior to the Virtual Completion of the Work and shall prepare a list of materials, equipment, and workmanship which are defective or damaged or of substandard quality or improperly executed or generally unacceptable due to not being in conformity with the requirements stipulated in the Contract Documents. The Contractor to the satisfaction of the Engineer-in-charge, Owner and the Architect / Architect shall promptly remove, replace, re-execute, rectify and make good, to conform to the requirements stipulated in the Contract Documents, all such materials, equipment, and/or workmanship included or itemized in the said list and the Contractor shall bear and pay for all expenses in connection therewith and consequent thereon and incidental thereto, including the cost for all remedial work on the work of other contractors destroyed or damaged by such removal, replacement, re-execution, rectification and making good. If the Contractor fails to remove, replace, re-execute, rectify and make good the rejected materials, equipment, and/or workmanship within a reasonable time, fixed by written notice, the Owner / Engineer-in-charge may employ and pay other persons or agencies to carry out such removal, replacement, re-execution, rectification and making good and all expenses incurred in connection therewith, including all damages, losses and expenses consequent thereon and incidental thereto shall be recovered from the Contractor and shall be deducted by the Owner / Engineer-in-charge from any money that may be payable or that may become payable to the Contractor. It is clarified that all materials weather owner supplied or not shall be procured by the Contractor at his own cost for construction of work.

32. VIRTUAL COMPLETION OF WORKS:

- i) The Works shall be considered as Virtually Complete only upon fulfillment of the procedure laid down in Clause above, and only after the Work has been completed in every respect in conformity with the Contract Documents and after all the systems and services have been tested and commissioned, and after the Site has been cleared and the Work cleaned in accordance with Clause 28 & 29 and when the Engineer-in-charge & Architect has certified in writing that the Work is Virtually Complete. The Defects Liability Period shall commence from the date of such Certificate of Virtual Completion.
- ii) Should, before Virtual Completion, the Owner / Engineer-in-charge decide to occupy any portion of the Work or use any part of any equipment, the same shall not constitute an acceptance of any part of the Work or of any equipment, unless so stated in writing by the Engineer-in-charge.
- iii) Prior to the issue of the Virtual Completion Certificate, the Contractor shall submit and hand-over to the Owner / Engineer-in-charge the keys to all locks, all operation and maintenance manuals for systems and services, material reconciliation statements, warranties, as built drawings, any spares called for in the Contract, and every thing else necessary for the proper use and maintenance of the Work complete with all systems and services.
- iv) It is clarified that all materials whether owner supplied or not shall be procured by the contractor at his own cost for carrying out correction work. No charges shall be paid on this account.

33. Penalty / PROGRAMME CHART / MILESTONES: - The Contractor should submit the bar chart based on period of completion mentioned in the Tender before issue of the Notice of Award/L.O.I. The approval of submitted bar chart is necessary from the Engineer-in-charge. If Engineer-in-charge is not satisfied with the submitted bar chart from the contractor, then in this case contractor has to follow the Engineer-in-charge bar chart based on the period of completion mentioned in the Tender. The Milestones will be derived from the approved bar chart from the Engineer-in-charge at the time of issue of Notice of Award/LOI. If any Milestones is not achieved by the contractor, the Contractor shall pay the Owner 1.00% (one percent) of the Contract Sum per week of delay, limited to ten percent (10%) maximum of the Contract Sum (inclusive of amounts, increases or decreases, in respect of change orders). If contractor recovers all the delays in the next Milestone as per the satisfaction of Engineer-in-charge, then with held amount (liquidated damage amount) will be released. The **Penalty** shall be applicable on the entire contract amount.

34. GUARANTEES:

- 34.1 The Contractor understands and agrees that the Owner / Engineer-in-charge is expressly relying and will continue to rely on the skill and judgment of the Contractor in executing the Work and remedying any defects in the Work. The Contract represents and warrants that:-
- i. The Contractor shall perform the Work in a timely manner, in strict accordance with the Contract Documents, and consistent with generally accepted professional, construction and construction-supervision practices and standards provided by an experienced and competent professional contractor and construction supervisor rendered under the same or similar circumstances.
 - ii. The Contractor is and will be responsible to the Owner / Engineer-in-charge for the acts and omissions of all Sub-Contractors and their respective employees, agents and invitees and all the persons performing any of the Work.
- 34.2 Besides the guarantees required and specified elsewhere in the Contract Documents, the Contractor shall in general guarantee all work executed by the Contractor and the Sub-Contractors for Defects Liability Period from the date of issue of the Virtual Completion Certificate. Those parts of the Work or equipment or installations, for which extended guarantee periods are stipulated elsewhere in the Contract Documents, shall be guaranteed for such periods that are so stipulated. The duration of the Defects Liability Period, unless specified otherwise, shall be the extent of length of such guarantee periods.
- 34.3 The Contractor represents, warrants and guarantees to the Owner / Engineer-in-charge, inter alias that:
- i. The construction of the Project shall be approved and capable of use, operation, performance and maintenance for accomplishing the purpose for which it has been built and acquired.
 - ii. The Work shall comply with the Specifications, Drawings, and other Contract Documents.
 - iii. The Work shall, for Defect Liability Period from the date of issue of the Virtual Completion Certificate, be free from all defects and the all **Civil & Public Facility Works** - Construction of Road and Allied Works shall be of structural soundness, durability, ease of maintenance, etc.
 - iv. The materials, workmanship, fabrication and construction shall be of the specified and agreed quality and all materials shall be new.
 - v. The Work performed for the Owner / Engineer-in-charge shall be free from all liens, charges, and claims of whatsoever nature from any party other than the Owner & Engineer-in-charge.
- 34.4 Where, during such guarantee periods as mentioned above, any material or equipment or workmanship or generally any item of work fails to comply or perform in conformity with the requirements stipulated in the Contract Documents or in accordance with the criteria and provisions of the guarantee, the Contractor shall be responsible for and shall bear and pay all costs and expenses for replacing and/or rectifying and making good such materials, equipment, workmanship, and items of work and, in addition, the Contractor shall be also responsible for and shall bear and pay all costs and expenses in connection with any damages and/or losses suffered as a consequence of such failure.
- 34.5 All guarantees required under the Contract shall be in the format approved by the Engineer-in-charge and submitted to the Engineer-in-charge by the Contractor when requesting certification of the final bill.
- 35. DEFECTS LIABILITY:** - The Defect Liability Period shall be applicable as mentioned in the schedule of Fiscal Aspects.
- 35.1 Maintenance by contractor during defects liability period:** - All defective items of work and defects noticed and brought to the attention of the Contractor during the Defects Liability Period shall be promptly and expeditiously attended to and replaced and/or rectified and made good by the Contractor at his own cost, to the complete satisfaction of the Owner & Engineer-in-charge.

- 35.2 **Replacement and/or rectification and making good by contractors of all defective materials, equipment and/or workmanship during defects liability period:** - The Contractor shall replace and/or rectify and make good, at his own cost, and to the satisfaction of the Owner & Engineer-in-charge, all defective items of work and defects arising, in the opinion of the Engineer-in-charge, from materials, equipment, and/or workmanship not performing or being in accordance with the Drawings or Specifications or the instructions of the Engineer-in-charge or other Contract Documents or the best engineering and construction practices, and which may appear or come to notice within Defects Liability Period after Virtual Completion of the Work. Any item, material or matter repaired or replaced shall receive a new Defects Liability Period of like duration beginning upon the date the repaired or replaced item, material or matter is returned for use to the Owner / Engineer-in-charge, provided that the aggregate guarantee period shall not exceed 24 months. The Contractor shall be also liable for all costs associated with damages and/or losses which are a consequence of such defective items of work and defects, and such costs shall be recouped by Engineer-in-charge from the Contractor and shall be recovered from the Retention Money held and/or from the Contractor's final bill (if the final bill has not been certified and paid for at the time), or the same would otherwise be recovered from the Contractor.

On failure of the contractor to rectify, correct or replace the defective works or on undue delay on part of the contractor for the same, the Engineer-in-charge shall be at liberty to undertake the correction works by itself or through any Vendor at the Contractor's cost. All such costs including any incidentals thereof incurred by the Engineer-in-charge shall be recovered from the Contractor's payments or from any amounts due to the Contractor.

Taking over of the works prior to completion of the Defects Liability Period by the Engineer-in-charge, shall not discharge the contractor of his responsibilities for the balance Defects Liability Period and the Defects Liability Period shall remain in force till completion of Defects Liability Period as mentioned in Schedule of Fiscal Aspects.

On removal of all the defects, handing over to the Engineer-in-charge and successful completion of the Defects Liability Period by the Contractor, the Engineer-in-charge shall take over and issue the Final Completion Certificate to the contractor and the Defects Liability Period shall be deemed to be complete.

36. **FINAL COMPLETION OF THE WORK :** - The Work shall be considered as finally complete at the end of the Defects Liability Period subject to the Contractor having replaced and/or rectified and made good all the defective items of work and defects and hand over the flats in accordance with clause above, to the satisfaction of the Engineer-in-charge, and provided that the Contractor has performed all his obligations and fulfilled all his liabilities under the Contract, and when the Engineer-in-charge & Architect has certified in writing that the Work are finally complete. Such Final Completion in respect of those parts of the Work, for which extended guarantee periods are stipulated elsewhere in the Contract Documents, shall be achieved at the end of such stipulated guarantee periods.

37. **FORCE MAJEURE:**

The right of the Contractor to proceed with the Work shall not be terminated because of any delay, subject to the time limits set forth in this clause, in the execution of the Work due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor, or the Sub-Contractors, defined under Force Majeure, as Acts of God or that of the public enemy, restraints of Governing States, fires and floods. The following events are explicitly excluded from Force Majeure and are solely the responsibilities of the non-performing party: a) any strike, work-to-rule action, go-slow or similar labour difficulty (b) late delivery of equipment or material (unless caused by Force Majeure event), (c) economic hardship and (d) changes in applicable laws.

38. **TERMINATION OR SUSPENSION OF THE CONTRACT BY THE OWNER**

- 38.1 The Owner / Engineer-in-charge, may without, prejudice to any other right or remedy and after giving the Contractor seven days notice in writing, terminate the employment of the Contractor and take charge of all materials, equipment, tools, and plant and machinery thereon and use these as the Owner's property for the completion of the Project. Such decision for termination

of the Contract would be taken by the Engineer-in-charge based on the fact if, in their opinion, sufficient cause exists to justify such action, on the happening of all or any of the following events: -

- i. if the Contractor shall be adjudged bankrupt; or
- ii. if he should make a general assignment for the benefit of his creditors; or
- iii. if a receiver shall be appointed on account of his insolvency/bankruptcy; or
- iv. if he should persistently or repeatedly refuse to carry out the Works diligently; or
- v. if he should fail to provide enough properly skilled workmen or proper materials or equipment or plant and machinery or tools or anything else necessary for the progress of the Work in accordance with the approved Construction Programme and not able to achieve the milestone provided in the said programme; or
- vi. if he should fail to make prompt payments to Sub-Contractors or to suppliers for materials or equipment or to his workers; or
- vii. if he should persistently disregard laws or ordinances or instructions of the Owner / Engineer-in-charge; or
- viii. if he should be guilty of a violation or breach of any provision of the Contract; or
- ix. if he has abandoned the Contract; or
- x. If he has failed to commence the Work within the time specified or if he has suspended the Work.

38.2 In the event of the termination of the contract, the contractor shall not be entitled to receive any further payment until the project is completed. If the total value of the work done (paid + due) at the time of termination of the contract along with the expenses incurred by owner/engineer In-charge, including expenses for additional management and administrative services, for completing the project are less than the original contract value then the due payment shall be released in favour of the contractor after imposing penalties as admissible at the time of termination of contract within three months of the final completion of the project. However, if the aforementioned expenses are more than the contract value then the contractor shall pay the difference to the owner/engineer In-charge. The expenses incurred by the owner/engineer In-charge for completing the work and in respect of the actual expenses suffered by owner/Engineer-Incharge due to the contractor's default, shall be certified by the engineer-in-charge and his decision on this matter shall be final and binding on the parties.

38.3 Without prejudice to any claims that the Owner / Engineer-in-charge may have against the Contractor, the Owner / Engineer-in-charge at their own sole discretion, for the sake of convenience and without assigning any reason may terminate the Contract at any time, by giving the Contractor at least seven days' prior written notice to that effect.

38.4 The Owner or the Engineer-in-charge, at any time, time to time and for any reason may suspend any part of or the whole of the Work by giving at least 24-hours' written notice to that effect to the Contractor, specifying the part of the Work to be suspended and the effective date of such suspension. The Contractor shall cease work on said part of the Works on and from the effective date of such suspension. The Contractor shall continue to perform any unsuspended part of the Work. The Owner / Engineer-in-charge may, at any time, authorize resumption of the suspended part of the Work by notifying the Contractor of the part of the Work to be resumed and the effective date (which shall not be less than 24 hours from such notification) of withdrawal of suspension. The Contractor agrees and undertakes to resume the suspended Work properly on receipt of such notice.

38.5 In case the suspension period does not exceed one Week, the Owner/Engineer-in-charge shall not be liable for reimbursement of any expense to the Contractor for the Cost of Labour borne and expended by the Contractor for keeping any manpower idle who were actually working on the suspended work. In case the suspension period exceeds one week upto a period of next three weeks the Engineer-in-charge/Owner shall only reimburse the actual cost on such portion of idling of labour whose services have not actually been utilized by the Contractor on any other work during the said period. The Number of workmen who were actually working on the suspended work shall be identified by both the Parties at or before the time of suspension of the work and utilization or non-utilization of such manpower by the Contractor shall be reported to the Engineer-in-charge on daily basis. It is further clarified that

the Owner/Engineer-in-charge shall not at all be responsible for non-utilization of the whole or any part of plant, machinery and equipments by the Contractor during the suspension period. In case the suspension period is notified by the Engineer-in-charge to exceed a period of one Month then the Engineer-in-charge/Owner shall not be liable for payment of any compensation to the Contractor on any count whatsoever and it shall be the prerogative of the Contractor as to in what manner the Contractor utilizes his manpower.

- 38.6** The Owner/Engineer-in-charge shall have right to terminate the Contract partially or fully at any point of time during the Contract period if the Owner/Engineer-in-charge is not satisfied with progress of work based on the Milestones derived from the approved bar chart. In such case, the Contractor will be liable for the defect liability period of even this work which has been awarded to the other Contractor & the liquidated damages shall be accordingly applied.
- 39. TERMINATION OF THE CONTRACT BY THE CONTRACTOR:** - In case the Work remains suspended for a continuous period of more than Three (3) Months at the instance of the Owner / Engineer-in-charge or on account of any court orders not arising out of any misconduct of the Contractor, or because of any force-majeure causes, the Contractor shall be entitled to Terminate this Contract by serving One Month's notice in writing and thereupon to have the accounts settled with the Owner / Engineer-in-charge.
- 40. INTELLECTUAL PROPERTY RIGHTS:**
- a) It is hereby acknowledged and agreed that the Owner / Engineer-in-charge has commissioned the Work in connection with the Project and accordingly ownership of all intellectual property rights, including but not limited to property rights in the design and in all Drawings, Specifications and documents prepared by the Architects, the Contractor and any Sub-Contractors or Vendors belongs and shall be assigned solely to the Owner who shall be entitled to deal with the designs, Drawings, Specifications and documents in whole or in part, in any manner in the Owner's sole discretion, directly or through the Engineer-in-charge. The Contractor hereby disclaims any right whatsoever on these intellectual property rights in which cases the Owner shall be duly informed in that regard. This intellectual property right entitlement shall extend to any maintenance, repair and renewal, reinstatement and enlargement of the Project. The Contractor shall ensure that any provisions of this type necessary to protect the intellectual property rights of the Owner / Engineer-in-charge are included in all its contracts with Sub-Contractors.
- b) All communications, whether written or oral, including but not limited to this Contract, its Annexure(s), Drawings, data sheets, Specifications, bills of material, sketches, calculations, designs and all other materials shall be treated as confidential and shall be the exclusive property of the Owner unless otherwise agreed in writing and must be given to the Owner upon request, but in any event all such materials shall be delivered to the Owner / Engineer-in-charge upon termination/expiry of this Contract.
- c) The Contractor agrees that it and its employees, agents, Sub-Contractors and consultants shall not (without the prior written consent of the Owner) during the term of this Contract or thereafter, disclose, make commercial or other use of, give or sell to any person, Firm or corporation, any information received directly or indirectly from the Owner or Engineer-in-charge/ Architect or acquired or developed in the course of the Work, Project or this Contract, including by way of example only, ideas, inventions, methods, designs, formulae, systems, improvements, prices, discounts, business affairs, trade secrets, products, product specifications, manufacturing processes, data and know-how and technical information of any kind whatsoever unless such information has been publicly disclosed by authorized officials of the Owner / Engineer-in-charge. The Contractor agrees that prior to assigning any employee or agent or hiring any Sub -Contractor or consultant to work on this Project, such employee, agent, Sub-Contractor or consultant shall be required to execute a document containing in substance and form, a confidentiality provision similar to this provision.
- d) The Contractor shall not, without the Engineer-in-charge's prior consent:
- i. Take any photographs or videos of the Project (or any part thereof) for use otherwise than in connection with carrying out and completion of the Project;
 - ii. Write for publication, or cause, information or comment or pictures about the Project;

- iii. Supply to any third person such as actual and prospective clients, contractors, publishers, other interested parties and the like, the designs and any articles or information relating to the Project; and
- iv. Give interviews to the press including television, radio print and the like regarding the Project or the Contractor's involvement in the Work.
- e) Notwithstanding the foregoing, this provision shall not limit the obligation of the Contractor to take photographs and/or videos on a regular basis for the purpose of providing the progress reports required by this Contract.
- f) The Contractor, Sub-Contractors and their respective employees, representatives, agents, servants, workmen and suppliers shall not, during or after the termination/expiry of this Contract, disclose any information pertaining to this Contract or the Project to any person without the prior written consent of the Owner / Engineer-in-charge except when called upon to do so by a valid and lawful direction or order of a statutory or Government authority or an order of a court of law or where any of the parties require production of this document and related information for establishing their respective legal rights.
- g) In case contractor avoids the receipt of notice or deliberately gives wrong address for the communication where it is not possible to deliver registered letter the notice will be pasted on the entry gate of his premises in presence of a witness. This will be treated as service of notice to the contractor.

41. SETTLEMENT OF DISPUTES / ARBITRATION:

- a. All disputes and differences of any kind whatsoever arising out of or in connection with this Contract as also with regard to the implementation, meaning, interpretation or implications of the various clauses of the Contract and those of the Contract Documents or in respect of any other matter or thing arising out of or relating to the development and construction of the Project whether during the progress of the work or after their completion shall be communicated by the Contractor in writing to the Engineer-in-charge and all possible efforts would be made by the Parties to sort out and resolve all such matters of controversy, disputes and differences, amicably with due dispatch and effective priority. In case, the Contractor and the Engineer-in-charge were unable to resolve such issues amicably latest within 10 working days from the date of receipt of such communication by the Engineer-in-charge. In such eventuality the Owner / Engineer-in-charge shall take their decision thereon without any undue delay and preferably within next 10 working days and there upon they shall notify in writing such decision to the Contractor with in next 5 working days.
- b. Decisions taken, directions given and clarifications provided by the Chief Executive Officer of Shri Mata Vaishno Devi Shrine Board pertaining to Measurements, drawings and certificates shall be final and binding on the parties. The Decisions so taken with respect to any matter the decision for which is specially provided for by these or other special conditions to be given and made by the Engineer-in-charge with or without the concurrence of the Owner or of the Architect are exempted matters for the purpose of Arbitration proceedings and shall not be set aside on account of non-observance of any formality, any omission, delay or error in proceeding in or about the same or on any other ground or for any reason. They shall be specifically excluded from the scope of arbitration proceedings hereinafter referred to.
- c. All disputes and differences whatsoever, which shall at any time hereafter arise between the Parties hereto, touching or concerning this Agreement or its interpretation or effect or as to the rights, duties, obligations and liabilities of the Parties hereto or either of them under of by virtue of this Agreement or otherwise as to any other matter in any way connected with or arising out of or in relation to the subject matter of this Agreement shall be referred to the Arbitration in accordance with the provisions of J&K Arbitration and Conciliation Act 1997. In the event of any difference or dispute between the parties hereto arising out of or relating to this work/agreement including interpretations of any condition or covenant and all matters connected there-with shall be referred to the arbitration of a person to be nominated/appointed by the Chairman Shri Mata Vaishno Devi Institute of Medical Excellence whose decision shall be final and binding upon the parties.

Any of the parties may apply to the Chairman for appointment of arbitrator in the event of any dispute/difference. On receipt of such application, it shall be lawful for the Chairman to appoint an arbitrator to adjudicate upon the disputes. The arbitrator so appointed shall immediately enter upon reference and decide the dispute in accordance with law prevailing in J&K viz. The J&K Arbitration Conciliation Act, 1997. The jurisdiction and arbitration venue shall be at **Katra/Reasi/ Jammu**. The procedure for the arbitration shall be determined by the Arbitrator. Costs of such arbitration shall be equally shared between the Owner and the Contractor. The Parties undertake to abide and remain bound by the award of the Arbitrator so rendered.

- d. The Contractor shall not, except with the consent in writing of the Owner and Engineer-in-charge, in any way delay the carrying out of the Work by reason of such matter, question or dispute being referred to arbitration. On the contrary the Contractor shall proceed with the work with all due diligence and shall, until the decision of the arbitrator is given, abide by the decision of the Engineer-in-charge. The award of the arbitrator shall not relieve the Contractor of his obligations to adhere strictly to the Owner's / Engineer-in-charge's instructions with regard to the actual carrying out of the Work save and except as the Award may specifically affect such instructions.
- e. This Tender shall be subject to the jurisdiction of the courts at Katra/Reasi/Jammu.

42. GOVERNING LAW: -The governing law of the Contract shall be Jammu and Kashmir Contract Act.

43. STANDARDS OF CONDUCT:

- a. The Contractor, in performing its obligations under this Contract, shall establish and maintain appropriate business standards, procedures and control, including those necessary to avoid any real or apparent impropriety or adverse impact on the interests of the Owner / Engineer-in-charge. The Owner / Engineer-in-charge will in no event reimburse the Contractor for any costs incurred for purposes inconsistent with such policies.
- b. **Compliance with Laws, Rules and Regulations:** Contractor represents, warrants, certificates and covenants that in connection with performance under this contract that:
 - i) It shall, and the Work to be provided hereunder shall, comply with all applicable Local, National, and Central Laws, rules and regulations, including but not limited to those governing building constructions, environmental, safety of persons and property, ESI, workmen compensation, PF and applicable industrial/labour laws, and land development laws, rules and regulations.
 - ii) No services provided hereunder will be produced using forced, indentured or convict labour or using the labour of persons in violation of the minimum working age law in the country where the Work are rendered;
 - iii) It shall comply with all laws regarding improper or illegal payments, gifts or gratuities; and Contractor agrees not to pay, promise to pay or authorize the payment of any money or anything of value, directly or indirectly, to any person or entity for the purpose of illegally or improperly inducing a decision or obtaining or retaining business or any advantage in connection with this Contract;
 - iv) It has not paid or provided and shall not pay, any gratuity for the benefit of any agent, representative or employee of the Owner / Engineer-in-charge other than in accordance with the Owner's / Engineer-in-charge's applicable policies; and
 - v) It has not, and shall not, engage in any sharing or exchange of prices, costs or other competitive information or take any other collusive conduct with any third party supplier or Bidder in connection with the preparation or submission of any bid or proposal to the Owner / Engineer-in-charge or the negotiation of this Contract.
 - vi) It will also comply with all rules and regulations of the Owner / Engineer-in-charge which may be in effect at the Facility site regarding employment, passes, badges, smoking, fire prevention, safety and conduct or property. On behalf of the Owner / Engineer-in-charge, Contractor shall request and monitor that such is observed by any Contractor, subcontractors, vendors and each of their employees.

- 44. WARRANTY AS TO DOCUMENTS SUBMITTED TO OWNER; AUDIT:** - The Contractor represents that all Documents, including invoice, vouchers, and financials to settlements, billings and other reports submitted or to be submitted by the Contractor to the Owner / Engineer-in-charge in support of an application payment are true, correct, complete and accurate in all respects. Upon request of the Owner / Engineer-in-charge, the Contractor agrees to cooperate fully with the Owner / Engineer-in-charge in the conduct of a billing and technical audit by an independent agency of the billings by the Contractor for the Work.

The Contractor accepts that the contract / work shall be subject to the technical audit by an independent technical auditor appointed by the Owner / Engineer-in-charge to audit the quality and quantities of the works done by the contractor, and agrees to render all necessary assistance to such agencies / professionals, whose reports / assessments shall be final and binding. Contractor shall fulfill the requirements as per the auditor's assessments at his own cost with in the time stipulated by the Engineer-in-charge.

45. CHANGES IN CONTRACTOR'S CONSTITUTION:

- a. Where the contractor is a Partnership, prior approval in writing shall be obtained from the Engineer- in- charge before any change is made in the Constitution of the partnership.
- b. Where the Contractor is an individual or a Hindu Undivided Family business, such written approval from the Engineer-in-charge shall likewise be obtained before Contractor enters into any partnership agreement in which the partnership would have the right to carry out the work previously to be undertaken by the Contractor.
- c. If such written prior approval is not obtained by the Contractor, the contract shall be deemed to have been assigned in the contravention of these General Conditions of Contract and same action taken and consequences ensue, as provided for in these General Conditions of Contract.

- 46. GROUNDS FOR WITHHOLDING PAYMENTS:** - The Owner / Engineer-in-charge may withhold the whole or part of any compensation due to the Contractor to the extent necessary to protect the Owner from any loss on account of any breach of Contractor's obligations under the Contract. When the cause for withholding is rectified, such amounts then due and owing shall be paid or credited to the Contractor.

- 47. CONTRACT SIGNING:** - After acceptance of Tender, the Tenderer shall sign the necessary contract papers / documents within 10 days of the intimation. Expenses for the agreement including the cost of the stamp papers etc. shall be borne by the contractor.

ADDITIONAL CONDITIONS OF CONTRACT (A.C.C)

1. GENERAL.

The Special Conditions of Contract are an extension of and are to be read in conjunction with the General Conditions of Contract. Should there be any contradictory requirements in the two, the requirement as per the Special Conditions of Contract shall prevail.

2. DRAWINGS:

- i) Contract/Tender Drawings duly signed by the Architect/Consultants are diagrammatic but shall be followed as closely as actual construction permits. Any deviations made shall be in conformity with the direction of the Engineer-in-charge and with the prior approval of the Engineer-in-charge.
- ii) Structural drawings shall take precedence over Architecture drawings, which in turn shall take precedence over services drawings in regard to all dimensions.
- iii) The Contractor shall verify all dimensions at the Site and bring to the notice of the Engineer-in-charge discrepancies if any, the Engineer-in-charge's decision in this respect shall be final.

3. WORK TO BE CARRIED OUT BY LICENSED PERSONS/FIRMS

Technically competent persons or Firms holding valid licenses shall only carry out any special service installations included in the scope of the Work.

4. INSPECTION AND TESTING OF MATERIALS;

The Contractor shall, if so required, produce manufacturers' test certificates for any particular batch of materials supplied by him. The tests carried out shall be as per relevant Indian Standards and shall be carried out at Government approved test facility specified by the Engineer-in-charge.

5. REFERENCE DRAWINGS :

The Contractor shall maintain on site one set of all Drawings issued to him for reference.

6. SHOP DRAWINGS:

- 6.1 The Contractor shall submit, during the currency of the project, to the Engineer-in-charge four (4) copies of all shop drawings for Services Consultants approval.
- 6.2 All the shop drawings shall be prepared on computer through AutoCAD software. Within 7 days after the issue of award of the contract and initial set of working drawings, the contractor shall furnish to the Engineer-in-charge, for the approval of the Architect/Consultant, four sets of detailed shop drawings of all equipment and materials are required by the Architect/ Engineer-in-charge.

Each item of equipment/material proposed shall be a standard catalogue product of an established manufacturer strictly from the List of Approved Makes and Manufacturers listed in Volume 2 Annexure B.

- 6.3 Shop drawings shall be submitted for approval sufficiently in advance of planned delivery and installation of any materials to allow Architect/Consultant ample time for scrutiny. No claims for extension of time shall be entertained because of any delay in the work due to his failure to produce shop drawings at the right time, in accordance with the approved programme.
- 6.4 Manufacturer's drawings, catalogues, pamphlets, equipment characteristics data, performance charts and other documents submitted for approval shall be in four sets. Each item in each set shall be properly labeled, indicating the specific services for which material or equipment is to be used, giving reference to the governing section and clause number and clearly identifying in ink the items and the operating characteristics. Data of general nature shall not be accepted.

- 6.5 Approval of shop drawings shall not be considered as a guarantee of measurements or of building dimensions. Where drawings are approved, said approval does not mean that the drawings supersede the contract requirements, nor does it in any way relieve the contractor of the responsibility or requirement to furnish material and perform work as required by the contractor.
- 6.6 Where the contractor proposes to use an item of equipment, other than that specified or detailed on the drawings, which requires any redesign of the structure, partitions, foundation, piping, wiring or any other part of the mechanical, electrical or architectural layouts; he shall inform the Engineer-in-charge well in advance and no delays resulting from such re-design shall be admissible. He shall also submit all related information as may required for such redesign to the Architect/Services Consultants/ Engineer-in-charge.
- 6.7 Where the work of the contractor has to be installed in close proximity to, or will interfere with work of other trades, he shall assist in working out space conditions to make a satisfactory adjustment. If so directed by the Engineer-in-charge, the contractor shall prepare composite working drawings and sections at a suitable scale not less than 1:50, clearly showing how his work is to be installed in relation to the work of other trades. If the Contractor installs his work before coordinating with other trades, or so changes without extra cost to the Owner/ Engineer-in-charge.
- 6.8 Within four weeks of approval of all the relevant shop drawings, the contractor shall submit four copies of a comprehensive variation in quantity statement, and itemized price list of recommended (by manufacturers) imported and local spare part and tools covering all equipment and materials in this contract. The Engineer-in-charge shall make recommendation to Owner for acceptance of anticipated variation in contract amounts and also advise the Owner to initiate action for procurement of spare parts and tools at the completion of project.

7. COMPLETION DRAWINGS & STANDARD MEASUREMENT BOOK (SMB):

On completion of the work, the contractor shall submit three (3) complete sets of the site produced drawings and marked up prints of "AS BUILT" drawings verified and approved by the Architect to the Engineer-in-charge. These drawings shall include and show all the change/deviations made from the working drawings during the course of construction and also the other details as called for by the Engineer-in-charge. During the execution of the Works a set of drawings shall be retained in the Contractor's Site Offices for the exclusive purpose of recording changes made to the Work as the construction proceeds. The drawings shall be prepared on computer through AutoCAD Software and provided to the Engineer-in-charge on CD. Along with the completion drawings the Contractor shall also prepare and submit to the Engineer-in-charge the Standard Measurement Book (SMB) in the form of a bound book and a soft copy of the same. SMB shall incorporate the standard measurement of the items as per the completion/as built drawings in modules finalized in consultation with the Engineer-in-charge.

8. TESTING OF INSTALLATIONS:

The Contractor shall also perform all such tests as may be necessary and required by the Engineer-in-charge to ensure quality of the executed works by local authorities to meet Municipal and other bye-laws, regulations in force. The Contractor shall provide all labour, equipment, and materials etc, required for the performance of the tests.

9. SITE INFORMATION:

All information, levels and dimensions given in the Tender drawings relating to Site conditions are given in good faith; the Contractor shall, however, make his own independent inquiries and verify the same. Any claims for extras on account of any deviations or incorrectness of above referred information, levels etc, shall be considered as inadmissible.

The Contractor shall obtain all information relating to local regulations, by-laws and all regulations applicable to the work or applicable profession. Any claims in this regard shall be inadmissible.

10. Site Order Book:

The Contractor shall maintain a Site Order Book file at the Site Office. All instructions received from the Engineer-in-charge relating to the Work shall be retained in the file.

11. PROFESSIONAL INTERGRITY AND TEAM SPIRIT:

It is the intent of the Owner and the Engineer-in-charge that this Project will be executed in a spirit of teamwork and full professional integrity. The Contractor shall fully co-operate with all agencies concerned to fulfill this objective.

12. QUALITY ASSURANCE AND CONTROL PROGRAMME;

The Contractor shall establish an effective quality control system at the Site and implement the same through an independent team consisting of the Contractor's Representative and qualified and experienced engineers and technical personnel to enforce quality control on all items of the Work and the Project at all stages.

13. CONTRACT DRAWINGS:

Drawings forming part of the Contract are listed in Annexure B. Further supplementary Drawings furnished by the Engineer-in-charge from time to time shall also be deemed to form part of the Contract.

14. ENTRY TO THE SITE:

The Project Manger, at this discretion has the right to issue passes to control the admission of the Contractor, his agents, employees and work people of the Site of the Work or any part thereof. Passes shall be returned at any time on demand by the Engineer-in-charge.

15. FIRE PRECAUTIONS:

The Contractor shall take all precautions and preventive measures against fire hazards at the Site and shall assume full responsibility for the same.

16. PERFORMANCE BOND:

The Contractor shall furnish a performance bank guarantee in the form of a bank guarantee from scheduled bank approved by the Engineer-in-charge, for the value and validity as mentioned in the Schedule of Fiscal Aspects, within Ten (10) days from the date of issue of Notice of Award/LOA issued to the Contractor, The Bank Guarantee shall be in the approved format.

17. DRILLING, CUTTING ETC:

All cutting and drilling of walls or other elements of the building for the proper entry/installation of inserts, boxes, equipment, etc shall be carried out using electrically operated tools only. Manual drilling, cutting, chiseling, etc shall not be permitted. No structural member shall be cut or chased without the written permission of the Engineer-in-charge. Cutting and drilling of structural members shall be carried out using vibration free diamond wire sawing and diamond drilling only with prior permission from the Engineer-in-charge. The cost for procurement and using such equipment is deemed to be included in the Contract and no extra costs will be paid.

18. APPROVAL BY STATUTORY BODIES:

The Contractor is responsible to take all the Clearances/Certificates from the related bodies/Agencies for the performance of works.

The Contractor shall be responsible for providing required notices to authorities and to obtain and retain with him at his own cost all other approvals from the statutory bodies pertaining to works under this Tender and temporary structures to be constructed at site, labour, ESI, PF, Tax Deptts. etc and any other approval required to facilitate performance of Contractor's work under the Contract till completion.

Refusal by statutory to issue completion/occupation certificate or any other approvals due to the Contractor's failure to Design, Supply, Installation, Testing and Commissioning of Elevator / Elevators as per specifications in vogue and as per sound engineering practices shall render the Contractor liable for damages and in addition, render him liable to obtain such certificates at his cost.

19. LABOUR WAGES:

The contractor shall have no claim whatsoever, if on account of any rules or regulations or otherwise, he is required to pay wages in excess of fair wages called for under Clause 12.2 of General Conditions.

20. REPORTS & CHECKLISTS BY CONTRACTOR:

20.1. Contractor to note that all reports, returns & checklists shall conform to ISO standards & procedures as informed to the Contractor by the Engineer-in-charge for time to time. Within 15 days of award of contract the contractor shall submit the draft formats for various reports and Checklists for the approval of the Engineer-in-charge. During progress of the Work the Contractor shall prepare and submit to the Engineer-in-charge various checklists, for having checked various Works at different stages of progress and reports as per the approved formats and at specified frequency.

20.2. The Contractor shall file daily category-wise labour return. The report shall indicate scheduled requirement against actual strength.

20.3. The Contractor shall prepare weekly reports of planned and actual progress of the Work and the subsequent week's scheduled Work. These will also include material procurement status.

These reports shall be submitted to **Engineer-in-charge** and Owner's Representative and shall be reviewed in weekly co-ordination meeting.

20.4. The Contractor shall submit monthly report along with monthly bills.

20.5. Further progress charts and schedules shall be prepared by the contractor as directed by the Engineer-in-charge.

20.6. Contractor shall submit a safety procedure manual or Company policy on safety. Complying with the SHE Plan and outlining its implementation by the Contractor and including:

- i) Quality Assurance and Control System (Sample format).
- ii) Realistic construction programme/schedule.

20.7. Contractor shall maintain and make available all the records pertaining to reports, return and checklist to the Engineer-in-charge during audits (internal as well as external) and make necessary corrections, additions and actions based upon the findings/observations of the audits.

20.8. On receipt of the GFC drawings the contractor shall intimate the Architects within a period of 15 days with comments, if any, for any requirement /clarification.

21. RATE ONLY ITEMS, NON-TENDERED/EXTRA ITEMS;

The contractor shall immediately and before procurement and execution of the work obtain a written approval of the variation order from the Engineer-in-charge for the rate only item, non-Tendered/extra items. No payments will be entertained without the Engineer-in-charge's written approval of the change/variation order. The onus shall be on the Contractor to obtain such prior written variation order from the Engineer-in-charge. Variation limit to be +/- 25% of the contract Sum.

22. WATER AND ELECTRICITY :

Water & electricity required for the installation/construction purposes shall be arranged by the contractor at its own cost. The Contractor shall provide as its own cost distribution as

per its requirement and therefore the costs of cable, switches, fuses etc shall be borne by the Contractor. However the Owner shall not be responsible to pay any compensation for any interruption in the supply of electricity & contractor has to arrange his own backup at his own cost. No compensation will shall be entertained on this account & there will not relaxation on liquidated damage clause.

23. ASSOCIATED CIVIL WORKS.

All civil works required for the storage of material or the installation of equipments any other required for the contractor's functioning shall be the responsibility of the contractor.

24. GURANTEE TO PERFORM

The contractor shall carry out the work in accordance with the drawings, specifications, schedule and other documents forming part of the contract.

The contractor shall fully responsible for the performance of the works executed by him.

25. POWER REQUIREMENT.

Not Applicable

26. ESCALATION :

No escalation on contract Sum/rates shall be applicable during the Validity of the Contract period including extensions thereof. Any statutory variation + will be borne by the owner.

27. DEWATERING AND FLOOD CONTROL

28.1. The Contractor is deemed to have allowed for any all temporary dewatering, during the execution of his Work. Such work shall include but not necessarily be limited to the safe disposal of the resulting water, removal, replacement and/or recompaction of the water logged soils/surfaces; ditches, temporary materials and devices.

28.2. Contractor shall be deemed to have allowed for all costs associated with removal of flood waters and any associated sludge debris etc. from the basement level or any other party of the building so effected in the event of flooding due to heavy rains during his construction/installation.

29. SCHEDULE OF FISCAL ASPECTS

FISCAL ASPECT- ELEVATORS INSTALLATION		
Ref. Clause	Clause Description	Final Fiscal Aspect-Tender Terms
GCC-27.2	Period of completion	Completion Period/construction Period will be 180 days from the date of issue of Notice of Award/Allotment Letter/LOI
GCC-6	Schedule of Rates to Cover Taxes and Duties	The Schedule of Rates (and therefore the Contract Sum) shall be deemed to include and cover for Custom Duties, Port dues, GST, Transport charges, Entry tax, Octroi, Labour cess, Income Tax, Education Cess E.S.I & PF for labours, toll Tax, Stamp Duties, Central and State Government or local body or Municipal Taxes or Duties and /or taxes or duties from any other body whatsoever which shall be applicable from time to time. The final short listed contractors will be asked to submit detailed schedule of rates showing tax component separately before issue of LOI.
GCC-19.4	Contractor store, site Offices and other facilities:	Owner will give the space for temporary Office and temporary storage for the tools & tackles, Contractor will be responsible for safety and security of its materials.
GCC-16	Nominated Sub-Contractor	The Contractor can consider nominating sub-contractors with the prior approval of Engineer-in-charge .
GCC-18	Over time work.	Nothing extra shall be paid on this account.
GCC-28	No financial or other	Nothing extra shall be paid on this account.

	compensation for delays.	
GCC-33	Penalty	The Contractor should submit the bar chart based on period of completion mentioned in the Tender before issue of the Notice of Award / L.O.I. The approval of submitted bar chart is necessary from the Engineer-in-charge . If Engineer-in-charge is not satisfied with the submitted bar chart from the contractor, then in this case contractor has to follow the chart prepared by Engineer-in-charge based on the period of completion mentioned in the Tender. The Milestones will be derived from the approved bar chart from the Engineer-in-charge at the time of issue of Notice of Award/LOI. If any Milestones is not achieved by the contractor, the Contractor shall pay the Owner 1.00% (one percent) of the Contract Sum per week of delay, limited to ten percent (10%) maximum of the Contract Sum (inclusive of amounts , increase or decreases, in respect of change orders). If contractor recover all the delays in the next Milestone as per the satisfaction of Engineer-in-charge, then withheld amount (Penalty amount) will be released. The Penalty amount shall be applicable on the entire contract amount.
ACC-27	Variation in Tender quantity	The contractor shall immediately and before procurement and execution of the work obtain a written approval of the variation order from the Engineer-in-charge for the rate only item, non-Tendered/extra items. No payments will be entertained without the Engineer-in-charge's written approval of the change/variation order. The onus shall be on the Contractor to obtain such prior written variation order from the Engineer-in-charge. Variation limit to be +/- 25% of the contract Sum.
GCC-17	Interface with other vendor/Coordination with the others vendor	Contractor shall be responsible for the coordination with other contractors working at the site for smooth work progress of the project.
GCC-38	Termination by Owner	The Owner may without, prejudice to any other or remedy and after giving the contractor seven days notice in writing, terminate the employment of the contractor and take charge of all materials, equipment, tools, and plant and machinery thereon and sue these as the Owner's property for the completion of the Project, subject to conditions listed in the Tender document.
GCC-39	Termination by Contractor	In case the Work remains suspended (Totally Stopped) for a continuous period of more than three (3) Months by or at the instance for the Owner or on account of any court orders not arising out of any misconduct of the Contractor, or because of any Force-majeure cause, the contractor shall be entitled to Terminate this contract by serving one month's notice in writing and there upon to have the accounts settled with the Owner, subject to conditions mentioned in the Tender document.
ACC-29	Water & Electricity	Water & electricity required for the installation/construction purposes shall be arranged by the contractor at its own cost. The Contractor shall provide at its own cost distribution as per its requirements and therefore the costs of cable, switches, fuses etc shall be borne by the Contractor.
GCC-21.3	Site Cleaning	The Contractor shall maintain the site and all work thereon in clean condition at all times. The contractor shall remove

		all scrap, debris and other unwanted material from the site and as directed by the Engineer-in-charge. In case of default the owner shall have the right to cleaned the site from the other agency and the cost for it shall be debit to the contractor account.
GCC-46	With holding payment	The Engineer-in-charge may withhold payment on account of subsequently discovered evidence and nullify the whole or a part of any payment certificate to such extent as may be necessary to protect the Owner form loss on account of including but not limited to the following (i) Defective work not remedied by the Contractor. (ii) Failure of the Contractor to make payments properly and regularly to his own workers, to his sub-contractor to make payments properly and regularly to his own workers, to his sub-contractors, to his suppliers. (iii) Damage by the contractor to the work of other contractors, sub-contractors or vendors etc.
GCC-10	Insurance	Before commencing the execution of the Work, the contractor, without limiting his obligations and responsibilities under this Contract shall insure in the joint names of the contractor and Owner, latter being the beneficiary, against his liability for any material or physical damage, loss or injury which may occur to any properly, including that of the Owner/Engineer-in-charge/Architect, Sub-Contractors, Vendors or to any person including any employee of the Owner/Engineer-in-charge/Architect, Sub-Contractors, Vendors or a member of the general public , by or arising out of the execution of the work or in carrying out the Contract. It shall be obligatory for the Contractor to obtain in retain for all relevant times the insurance-cover (in the joint names of the contractor and Owner/Engineer-in-charge, latter being the beneficiary) under the policies mentioned in the Tender document. The sum to be insured shall also cover the values of entire contract sum. The validity of the insurance policy will be valid up to 120 days after the contract period or extended as mutually agreed form time to time.
GCC-23	Payment Terms	<p>a) 60% of the contract sum shall be paid after delivery of complete material at site.</p> <p>b) 30% of Contract sum shall be paid upon successful installation, Testing, Commissioning and handing over of the Elevators.</p> <p>c) 10% of Contract Sum shall be paid against submission of Bank Guarantee of same amount having validity till completion of Defect Liability period.</p>
GCC 23.1	Payment Terms (if LC is opened by the Owner)	<p>A)- Imported materials: LC shall be opened for 100 % of the value and payment shall be made as follows.</p> <p>a. 80% on receipt of shipping documents.</p> <p>b. 20% on commissioning and final submission of all As-built drawings including O&M manuals, maintenance charts, etc to be satisfaction of the Engineer-in-charge and approval from the client, including obtaining of all license and approvals from statutory authorities.</p> <p>B)- Indian Materials:</p> <p>a. 5% of Contract Sum against submission and approval of all shop drawings, including but not limited to all plans, procedures and deliverables mentioned in the</p>

		<p>Special Conditions, namely Pre-delivery Inspection and Test Plan, Acceptance Testing Procedure, Method Statement, etc, and to be released on a prorata basis, on the satisfaction of the project manger and approval from the client.</p> <p>b. 65% on prorata basis against installation and testing at site to the satisfaction of the Engineer-in-charge and approval from the client.</p> <p>c. 20% on commissioning and final submission of all As-built drawings including O & M manuals, maintenance charts, etc to be satisfaction of the Engineer-in-charge and approval from the client, including obtaining of all license and approvals from statutory authorities.</p>
GCC-23.4	Running/Interim Bills	One bill in a month. There shall be no minimum value of bill, however Contractor shall submit the cash flow statement within the 15 days of issue of Notice of Award/LOI . failing which SMVDSB shall not be liable for any delay in release of timely payments to the contractor
GCC-23.4	Running Bills certification and payment	Within 30 days of submission of R.A. Bill/invoice.
GCC-23.5	Final bill Payment	Within 120 working days after receipt of Contractor's final bills complete in all respects.
GCC-23.6	Retention Money	<p>5% of the value of work done of each RA Bill. The Retention Money shall be released as under:</p> <p>50% after the completion and commissioning of the Elevator / Elevators.</p> <p>50% after the completion of Defects Liability Period provided all defects if notified have been rectified to the full satisfaction of Engineer-in charge.</p>
GCC-35	Defects Liability Period	24 Months from the date of final commissioning as certified by the Engineer-in-charge. Where extended Guarantee periods are stipulated in the Contract Documents for particular parts of the Works, the Contractor shall furnish appropriate guarantees in approved formats for same before issuance of the Final Completion Certificate from the Owner or its representative.
ACC-17	Performance Bank Guarantee	To be submitted within 15 days from the date of issue of Notice of Award/LOI for the 10% of the Contract sum in the form of bank guarantee as per the approval format valid till end of the defect liability period.
ACC-21	Mobilization Advance	No advance in any form is admissible.
	Others	The contractor shall also submit within fifteen days of the award of work, a detailed schedule along with dates for material delivery for the project, a list of machinery and equipment to be used on the site along with site utilization plan showing the placement of equipment, machinery, material stacking areas, temporary stores/sheds, workshops and site Offices etc, a list of tests to be conducted at and off site, a cash flow statement for the project. Any deviations from the list of approved makes and vendors must be brought to the notice of the Engineer-in-charge and a substitute got approved will in advance of the actual execution. All subcontractors and specialized agencies must be got approved from the Engineer-in-charge.
	Extra Item	Basis Cost of material + Labour Cost + 10% of basis cost of material and labour cost towards CP, Overhead, tools and plant/machinery, transportation, loading/unloading etc. of the GST shall be paid extra on actual.

SPECIAL CONDITIONS

1. GENERAL

These standards are intended to describe a quality elevator system using all new equipment , Parts, materials, components installation and service techniques.

1.1 STANDARDS AND DESIGN CRITERIA

The following elevator standards and design criteria are for the guidance of the elevator system Tenderer in understanding the features and facilities, and the quality of after sales services. The elevator contractor shall regard these standards and specifications describing a complete, functioning system with necessary intelligence, flexibility and riding comfort provided herein. Nothing in these specifications shall be taken to state or imply (work by others/Owner) except where specifically so mentioned .The Tenderer shall, at the time of Tender, clearly indicate features and facilities which he is unable to provide or modifications or any alternate system he wants to offer .Such features and facilities shall be clearly identified at the time submitting his offer .The cost of such items for material, equipments and labour shall also be identified separately.

2. GOVERNING CODES

2.1 CODE (IMPORTED EQUIPMENT)

Elevator equipment shall be furnished and installed in accordance with A.N.S.I./A.S.M.E.A17.1/CENEN 81-1 as per applicable code. The elevator Tenderer shall inform the owning company of any intended or required departures from the code requirements describe above .

No degradation of ANSI/ASME /CENEN 81-1 requirements is acceptable simply on the basis of the local code requirement .It is acceptable only when the A.N.S.I./A.S.M.E.A17.1/CENEN 81-1 code is in direct conflict with local code requirements and where the latter is more stringent than the former.

2.2 CODE (LOCAL EQUIPMENT)

Elevator equipment shall comply with the following codes including latest modifications/additions/alterations, if any,

- a. code of practice for installation, operation and maintenance of electric passenger lifts.
IS: 14665:2000
- b. List of Indian Standards mentioned in Appendix-III
- c. List of Acts/Bye Laws mentioned in Appendix-IV.

3. EXECUTION AND MANAGEMENT

The Tenderer shall ensure that senior planning and erection personnel from its organization are assigned .They shall have minimum 10 years experience in this type of installation .The Tenderer shall appoint one erection engineer and one senior supervisor posted at site on full time basis .

For quality control and monitoring of workmanship, Tenderer shall assign at least one full time engineer who would be exclusively responsible for ensuring strict quality control, adherence to specifications and ensuring top class workmanship for the installation.

The Tenderer shall arrange to have mechanized and modern facilities of transporting material to place of installation for speedy execution of work.

4. GUARANTEE, MAINTENANCE

4.1 GURANTEE

The elevator Tenderer shall guarantee all equipment parts, materials and workmanship furnished for the installation. The elevator Tenderer warrants to replace the equipment parts, materials for a period of 24 months from the date of Commissioning. All failed parts or parts exhibiting unusual wear and tear during guarantee period shall be factory approved

new, equal or better than original .All labour, tools, materials, transportation, insurance etc required in performance of guarantee work shall be at the elevator Tenderer expense.

4.2 MAINTENANCE

The elevator Tenderer shall maintain the elevator system in a first class and safe manner during guarantee period .Such maintenance shall be for the entire elevator system except when failure occurs due to work performed by others.

Maintenance shall include 1 (one) visit by Engineer per month with in whole guarantee period from the date of acceptance of the elevator System. Call back service shall be provided for emergencies including nights, weekends and holidays and responded within 2 Hrs. There shall be no compensation for call back service regardless of the hour/day etc

The elevator Tenderer shall maintain the elevator system in a professional, first class manner and keep and maintain elevator motor room and equipment in a neat workman like order.

5. DRAWINGS

The Architectural drawings/ Site details issued with Tenders for proper clearance of dimensional data. The Tenderer shall follow the construction /General arrangement drawings.

Maximum headroom and space conditions shall be maintained at all points .Where headroom appears inadequate, the Tenderer shall notify the site-in –charge/consultant before proceeding with the installation. incase installation is carried out without notifying, the work shall be rejected and Tenderer shall rectify the same at his own cost.

The Tenderer shall examine all architectural, structural and other services drawings before starting the work. Any changes found essential to coordinate installation of his work with other services and trades, shall be made with prior approval of the site-in-charge/consultant without additional cost to the owner.

Construction /General arrangement drawings shall be submitted for approval sufficiently in advance of planned delivery and installation of any material to allow site-in-charge/consultant ample time for scrutiny. No claims for extension of time shall be entertained because of any delay in the work due to his failure to produce Construction /General arrangement drawings at the right time ,in accordance with the approved program.

Manufacturer's drawings, catalogues, pamphlets and other documents submitted for approval shall be in four sets. Each item in each set shall be properly labeled indicating the specific services for which material or equipment is to be used, giving reference to the governing section and clause number and clearly identifying in ink the items and operating characteristics. Data of general nature shall not be accepted.

Approval of Construction /General arrangement drawings shall not be considered as a guarantee of measurements or of building dimensions .Where drawings are approved ,said approval does not mean that the drawings supersede the contract requirements, nor does it in any way relieve the Tenderer of the responsibility or requirement to furnish material and perform work as required by the contract.

Where the Tenderer proposes to use an item of equipment, other than that specified or detailed on the drawings, which requires any redesign; and all new drawings and detailing required therefore, shall be prepared by the Tenderer at his own expense and got approved from the site-in-charge/consultant.

6. PAINTING

All exposed metal work furnished under these specifications, unless otherwise specified ,shall be shop and properly painted. Shop coats of paint that have become marred during shipment or erection, shall be cleaned off with mineral sprits ,wire brushed and spot

painted over the affected areas, then coated with enamel paint to match the finish over the adjoining shop painted surface.

7. IMPORT LICENSE

Should any import license be required for import of any component, the Tenderer shall make their own arrangement for the same. The owner shall not undertake any responsibility for import of components and all payments shall be made in Indian rupees only by the Tenderer.

8. DEVIATIONS

Tenderer shall stipulate the deviations, if any, from these technical specifications and reason thereof.

9. STRUCTURAL REQUIREMENTS

Tenderer shall clearly indicate the structural and electrical requirements for the installation of elevators. Machine room, shaft and pit shall be provided by the owner. Other preparation work and all items of supply and installation in the hoist way shall be the responsibility of the Tenderer.

10. EXCLUSIONS

Any items excluded from the offer, but functionally required, shall be clearly defined and listed by the Tenderer, giving description of the items, quantity and estimated cost and the reason for excluding the items.

11. TOOLS AND TACKLES

All tools, tackles, supports, scaffolding and staging etc required for erection and assembly of the equipment and installation covered by the contract shall be provided by the Tenderer himself. In addition, all other materials such as foundation bolts, nuts etc required for the installation of the equipment shall also be provided by the Tenderer at his cost.

12. TESTING AND HANDING OVER

- 12.1. The Tenderer shall carry out test run of the installation in the presence of representative of owner / Consultant, to establish satisfactory functioning of the installation.
- 12.2. The installations shall be handed over to the Engineer-in-charge/representative of the owner after satisfactory testing along with six sets of completion documents each consisting of:
 - a. Detailed equipments data and catalogues.
 - b. Manufacturer's maintenance chart including check chart and Lubrication chart.
 - c. Set of "AS INSTALLED DRAWINGS" showing layouts, equipment details, electrical power & control wiring diagrams etc.
 - d. Test Certificates for major equipments.
 - e. Certificate from the Engineer that the Tenderer has cleared the site of all debris and litter caused by him during the construction.
- 12.3. Submission of the above documents shall from a precondition for the final acceptance of the installation and final payment.
- 12.4. Upon handing over, the Engineer-in-charge shall issue to the Tenderer the necessary certificate of acceptance.

13. SAFETY PRECAUTIONS

- 13.1. A competent and authorized supervisor/Erector shall be on the site whenever the Tenderer's men are at work. The supervisor/Erector should ensure that all plant and machinery used on the site are rendered safer for working and met with the Indian or International safety standards applicable for the use and operation of such machinery. The supervisor/Erector should also ensure that the workmen at site are made to use safety appliances such as belts, life lines, helmets etc.

- 13.2 Smoking shall be altogether strictly prohibited in all areas of work as well as where combustible and inflammable goods/materials are stored or lying about.
- 13.3 Any hot job such as welding, soldering, gas cutting shall not be carried out without the permission of the Engineer. Such jobs shall not be out where inflammable materials are stored or lying about.
All electric connections shall be through adequately sized mechanically protected cables without any joints and with proper and adequate terminals boxes. All power supplies shall be through properly rated fuses with isolating devices. No such hot jobs shall be carried out on holidays and without the presence of the Tenderer's Supervisor and Owners permissions.
- 13.4 It is entirely the responsibility of the Tenderer to practice the principles of "SAFETY FIRST" during the entire tenure of work with adequate insurance covering injury or death to workmen, loss by theft or damage to materials and property and third party.
- 13.5 The Tenderer should clear the site of all debris every day to avoid accidents. In case this is not done, the owner may engage necessary labour to maintain the cleanliness of the premises and removal of debris and recover all or part of the expenditure so incurred from the Tenderer.
- 13.6 Tenderer shall at his own cost ensure that all of his personnel, employees, work men and other associated persons working with him at site are adequately insured as per labour laws and statutory provisions. The Tenderer shall be responsible for all injuries/damages to men, materials and properties etc. which may arise from the operations or negligence of himself and/or his sub Tenderers and indemnify the owner for all such expenses which shall be solely to Tender's own account.
- 13.7 Tenderer shall at his own cost, provide and maintain a full fledged first-aid box to give immediate medical aid to the workers/supervisory staff in case of emergencies.
- 13.8 The Tenderer shall carry out the work strictly as per the safety aspects and procedures outlined.

14. STORAGE AT SITE

The Tenderer shall have to make his own arrangement for accommodation of staff, safe custody of materials, etc. No storage space shall be provided at site.

15. TAXES & DUTIES

The rates quoted should be inclusive of all costs stating clearly the taxes, duties etc as applicable.

16. ESCALATION

The price quoted shall remain Firm and free from any variations/fluctuations till the completion of the works and no escalation on any account shall be payable.

17. UPTIME GUARANTEE

The Tenderer shall guarantee for the installed system an uptime of 98%. In case of shortfall in any month during the defects liability period, the defects liability period shall get extended by a month for every month having shortfall.

18. MISCELLANEOUS

The following shall be in the scope of the elevator Tenderer and it shall be his responsibility to arrange the items in order to complete the installation.

- i) MS Scaffolding
- ii) All minor builder works such as chipping of surfaces, cutting and finishing of walls/floors/partitions etc shall be responsibility of elevator Tenderer.
- iii) All steel items included except architraves foundation and support and lifting hook in the machine room.
- iv) Stainless Steel Jamb Panel & still Angles.

19. QUALITY ASSURANCE PROGRAM & TESTING PROCEDURE FOR ACCEPTANCE

Following test procedures shall be carried out prior to acceptance of elevator system.

- a. Test to determine that the insulation resistance between power and control lines and earth is as per specified IS codes.
- b. Test to determine that the earthing of all conduit, switch, casings and similar metal works is continuous and of low resistance.
- c. Test to determine that the motor, brake, control equipment and door locking devices and limit switches function correctly.
- d. Brake to be tested to check whether it can sustained a car at rest with 25% of contract load.
- e. Test to determine that the lift car raises and lowers rated load.
- f. Test to determine that the lift car achieves the contract period.
- g. Test to determine that the safety gear stops the lift with the rated load.
- h. Test for rated power against actual power consumption, under full load.
- i. Check for current drawn by each elevator during starting and full load operation.
- j. Sound level check for motors.
- k. Visual inspection for all components.

Besides the above, Tenderer shall submit his standard quality assurance program and test acceptance procedures for reference of Engineer-in-charge/Services Consultant.

19.1 TEST OF LIFT INSTALLATION (Test at Site) :

- a) **Leveling Test:** Accuracy of the floor leveling shall be tested with the lift empty, fully loaded. The lift shall be run to each floor while traveling both in upward and downward directions and the actual distance of car floor above/below landing floor shall be measured. In each case there shall not be any appreciable difference in these measurements for leveling at the floors when the car is empty it is fully loaded. The tolerances for leveling shall be specified and guaranteed by the Tendered.
- b) **Safety Gear Tests:** With the contract load still in the car, the safety gear may now be tested, if the lift operates from a D.C. supply the excess necessary to operate the gear may be obtained by field weakening, but if A.C. motor is installed the gear may be set to operate at the contract speed or alternatively tripped by hand at the contract speed. Instantaneous safety gear controlled by a governor should be tested with contract load and a contract speed, the governor being operated by hand. Two tests should be made, however, with wedge clamp or flexible clamp safeties, one with contract load in the car and other stopping distance obtained should be compared with the specified figures and the guides, car platform, and safety gear should be carefully examined afterwards for signs of permanent distortion. Note:- if there is sufficient cable left on the safety drum after the gear has operated. Counterweight safety gear should be tripped by the counter weight governor and the stopping distance noted. In this case, however the governor tripping speed should exceed that of the car safety governor but by more than 10%. During the safety gear tests an inspector with a tachometer should determine the car speed (from the governor or the main sheave) at the instant or tripping speed with that stated in I.S. The governor jaws and rope should be examined for any undue wear.
- c) **Contract Speed:** This should be measured with contract load in the car, with half load and with no load, and should not vary from the contract speed by more than 10%. The convenient method is by counting the number of revolutions, made by the sheave of drum in a known time, chalk mark on the sheave or drum and a stop switch will facilitate timing but care must be exercised to ensure that no acceleration or retardation periods are included, if the roping is 2 to 1 sheave speed is twice the car speed. Alternatively, the speed can be measured by a Tachometer applied directly to shaft immediately below the sheave.
- d) **Lift balance:** After the above test, some of the weight shall be removed until the remaining weights represent the figures specified by the Tenderer. With this condition car at half way travel the effort required to move the lift car in either direction with the help of winding wheel shall be as nearly, be the same as can be judged.
- e) **Car and landing doors interlocks:** The lift shall not move with any door open. The car door relay contact and the retiring release contact must be tested. The workings of the door operation and the safety edges and light equipment if any provided shall also be examined.

- f) **Controllers:** The operation of the contactors and interlocks shall be examined and it shall be ascertained whether all the requirements laid down in the specifications have been met.
- g) **Normal terminal stopping switches:** These shall be tested by letting the car run to each terminal landing in turn, first with no load and then with contract load and by taking measurements, top and bottom over travels can be ascertained.
- h) **Final terminal stopping switches:** The normal terminal stopping switches shall be disconnected for this test. It shall be ensured that these switches operate before the buffers are engaged.
- i) **Insulation Resistance:** This shall be measured between power and control lines an earth and shall not be less than 5 mega-ohms when measured with D.C voltage of 500 volts. The test shall be carried out with contactors so connected together as to ensure that all parts of every circuit are simultaneously tested.
- j) **Earthing:** All conduits, switches, casing and similar metal work shall have earthing continuity.
- k) **Ropes:** The size, number construction and fastenings of the ropes should be carefully examined and recorded.
- l) **Buffers:** The car should be run on its buffers at contract speed and with contract load in the car to test whether there is any permanent distortion of the car or buffers. The counter weight buffers should be tested similarly.

20. INSPECTION AND TESTING

The owner shall carry out inspection and testing at manufacturer's works for item elevators for this contract No. equipment shall be delivered without prior written confirmation from Engineer-in-charge. Tests at site of completed works shall demonstrate the following among other things.

That the equipment installed complies with specification in all respects and is of the correct rating for the duty and site conditions.

That all items operate efficiently and quietly to meet the specified requirements.

That all electrical circuits are correctly protected and that protective devices are properly coordinated.

The Tenderer shall provide all necessary instruments and labour for testing, shall make adequate records of test procedures and readings, shall repeat any tests requested by the Engineer-in-charge and shall provide test certificate signed by a properly authorized person. Such test shall be conducted on all materials and equipments and tests on completed work as called for by the Engineer-in-charge at Tenderer's expenses unless otherwise called for.

If it is proved that the installation or part thereof is not satisfactorily carried out, then the Tenderer shall be liable for the rectification and retesting of the same as called for by the Engineer-in-charge whose decisions as to what constitutes a satisfactory test shall be final.

The above general requirements as to testing shall be read in conjunction with any particular requirements specified elsewhere

20.1 TESTS AT MANUFACTURERS WORKS:

a) **High Voltage test:**

The dielectric or electrical apparatus (excluding motors, generators and instruments which are tested in accordance with the appropriate Indian Standards wherever they exist) shall be capable of withstanding a test voltage of ten times the working voltage with a maximum of 2000 volts when applied.

- i) Between the live parts and case or frame with all circuits completed.
- ii) Between main terminals or equivalent parts with all circuits open and
- iii) Between any live parts of independent circuits.

Note: Owing to the impracticability of applying tests (ii) & (iii) mentioned above on controllers and similar apparatus after controller wiring has been completed, these tests may be made at convenient stages or manufacture.

- b) i) **Method of applying high voltage:** The test shall be made with alternating voltage of any convenient frequency, preferably between 49 and 60 cycles per second. The test voltage shall be of approximately sine-wave form and during the application of voltage with peak value, as would be determined by spark gap by oscillograph or by any other approved method shall of the applied voltage shall be measured by means of a transformer or by means of a voltmeter used in connection with a special calibrated voltmeter winding or testing transformer by any other suitable voltmeter connected to the output side of the testing transformer.
- (ii) **Duration of high voltage test:** The test shall be commenced at a voltage of about one third of the test voltage which shall be increased to the full test voltage as rapidly as is consistent with the value being indicated by the measuring instrument. The full test voltage shall be maintained for one minute. At the end of this period, the test voltage shall be rapidly diminished to one third of its full value before switching off. The oil buffers are examined after the above tests have been made to determine if there have been any oil leakage or distortion and to ensure that the buffers return to their normal position.
- c) **Service Temperature Test:** A continuous run of one hour should be made with number of starts and stops to reproduced as nearly as practical the anticipate duty in service (The standard duty cycle is for 90 to 180 start per hour). It is very difficult in practice to carry out this test with alternate starts at full load and no load and it is very necessary therefore to simulate these cycles. A suitable test for all motor except squirrel cage motor is to run the car up from the bottom landing with contract load and stop and each floor. From the top floor a non stop run is made to the lowest floor and the upward journey with stop is then repeated. The time intervals between stops and starts at the floors should be uniform and such as to give about 120 starts in one hour. At the end of this run the temperatures of the armatures and fields of the motors and generator are record. The temperature rise should, not exceed 55°C or 75°C for classes. A or E insulation respectively.
- d) **Buffer test:** A copy of the test report shall be intimated after testing at works.

APPENDIX - 1

LIST OF DRAWINGS

S.No	Drawing No.	Drawing Title

APPENDIX- 2**GUARANTEE PROFORMA****GUARANTEE FOR ELEVATOR INSTALLATION**

We hereby guarantee Elevator System which we have installed in the complex described below:

Building	(i) Sushrata Bhawan-II, SMVDIME, Kakryal, Katra (02 Nos lifts) (ii) Under Graduate Hostel Block-I & II, SMVDCoN, Kakryal, Katra (04 Nos lifts)
Location	PO: Kakryal, Tehsil: Katra, Distt. Reasi J&K-182301
Owner	Shri Mata Vaishno Devi Shrine Board, Katra.

For a period of two years from the date of acceptance of the total installation. We agree to repair or replace to the satisfaction of the Shri Mata Vaishno Devi Shrine Board, any or all such work that may prove defective in workmanship, equipment or materials within that period ,ordinary wear and tear and unusual abuse or neglect excluded, together with any other work ,which may be damaged or displaced in so doing. In the event of our failure to comply with the above mentioned conditions within a reasonable time ,after being notified in writing, we collectively and separately, do hereby authorize the Shri Mata Vaishno Devi Shrine Board to proceed to have the defects repaired and made good at our expense, and we shall pay the cost and charges thereof, immediately upon demand.

We also hereby undertake to test the entire installation on following the completion of the installation, to check and do everything necessary to ensure that the specified indoor conditions in all spaces are maintained, that all water and air systems are properly balanced, that all controls are calibrated accurately, and that all units are functioning satisfactorily and safely.

Date:-

Signature of Tenderer

(Seal)

APPENDIX - 3**GUARANTEED PERFORMANCE**

S.No	Particulars of Details	Guaranteed Data
A	<u>General:</u>	
(i)	Name of Manufacturer	
(ii)	Country of manufacturer	
(iii)	Capacities (person/weight)	
(iv)	Service	
(v)	Speed of Travel	
(vi)	Height of Travel	
(vii)	No. of Floors served	
(viii)	No. of openings	
(ix)	Position of counterweight	
(x).	Type of Leveling method	
B	<u>Machine:</u>	
	Position of Machine	
C	<u>Motor:</u>	
(i)	Type	
(ii)	Make	
(iii)	Horse Power	
(iv)	Standards conforming to	
(v)	Electric supply particulars for which it is suitable for operation	
D	<u>Drive:</u>	
(i)	Number & diameter of ropes	
(ii)	Make and Type No. of Reduction gear unit	
(iii)	Reduction ratio of gear unit	
E	<u>Brake:</u>	
(i)	Type	
(ii).	Make	
(iii)	Construction and Electrical particulars. (Operating voltage, current etc)	
F	<u>Car:</u>	
(i)	Outside dimensions of car	
(ii)	Inside clear dimensions	
(iii)	Construction of car	
(iv)	Design/Type of enclosure of car	
(v)	Details of flooring	
(vi)	Attachments and fitting inside the car	
(vii)	<u>Car Doors:</u>	
a)	Size	
b)	Operation	
c)	Construction, design & finish	
d)	Details of runners & suspension	
(viii)	<u>Landing Doors:</u>	
a)	Size	
b)	Operation	
c)	Construction, design & finish	
d)	Details of runners and suspension	
(e)	Leveling Method:	
G	<u>Guides & Guide Shoes:</u>	
(i).	<u>For Car:</u>	

- a) Size
- b) Weight per meter run
- H** **Safety Services:**
 - (i) Car safety type
 - (ii) Counter weight safety type
 - (iii) Door interlocks in carry-type
 - (iv) Door interlocks in landing type
 - (v) Details of door ledge
 - (vi) Limit switches:
 - (vii) Type
 - (viii) Location
 - (ix) Function
 - (x) Number at each location
 - (xi) Make
 - (xii) Rating (Amps)
- I** **Buffers for Car:**
 - (i) Type
 - (ii) Construction
 - (iii) Material
- J** **Buffer for counterweight:**
 - a) Type
 - b) Construction
- K** **Electrical Particulars of alarm bell :**
Other safety devices included in the offer:
- L:** **Controller:**
 - (i) Type
 - (ii) Location
 - (iii) Manufacturer name ,type and electrical particulars operating coils of relays
 - (iv) Particulars of type, make etc of relays and contractors
 - (v) Any other particulars of construction.
- M** **Signaling System:**
 - a) **In Car:**
 - i) Door button
 - ii) Call indicator
 - iii) Direction and position indicator
 - iv) Emergency button
 - v) Door button
 - vi) Alarm bell button
 - vii) Changeover switches
 - viii) Light and fan switches
 - b) **At landing:**
 - i) Call button
 - ii) Direction and car position indicators
- N** **Inter Communication System:**
 - 1. Make & Model
 - 2. Technical Data of Manufacturers
(Please enclosed literature)
- O** **Emergency Power Pack:**
 - (i) Type of Battery and Capacity
 - (ii) Detail of Float/Boast Change (Make/Model)
- P** **Automatic Rescue Device:**

- (i) Make
 - (ii) Capacity
 - (ii) Battery make and capacity in ampere hour and quantity.
- Q Any other data**

Signature of the Contractor/Firm

APPENDIX - 4**Schedule of Programme for Manufacture, Supply, Installation, Testing & Commissioning of Lifts.**

S.No	Details	Month															
		Week	1	2	3	4	5	6	7	8	9	10	-----	16			
	Supply of Preliminary Drawings																
1.	General arrangement drawing																
2.	Electrical drawing																
3.	Foundation and other details																
4.	Any other drawings as per Specifications																
5.	Bringing materials to site																
6.	Scaffolding																
7.	Alignment Checking																
8.	Guide Rails																
9.	Hoistway work																
10.	Door work in landings																
11.	Car assembly																
12.	Machine Room machinery installation																
13.	Controller installation																
14.	Wiring Work																
15.	Adjustments																
16.	Commissioning																
17.	Testing																

Signature of the Contractor/Firm

APPENDIX – 5**LIST OF INDIAN STANDARDS CONNECTED WITH ELEVATOR INSTALLATION**

IS-14665 (Part 2) Sec-1 : 2000	Code of Practice for installation, operation and maintenance of electric passenger & goods lifts.
IS-14665 (Part 2) Sec-2 : 2000	Code of practice for installation, operation and maintenance of electric service lift.
IS-14665 (Part 3) Sec-1 : 2000	Safety Rules Section-1 Passenger and Good Fits.
IS-14665 (Part 3) Sec-2 : 2000	Safety Rules Section 2-Service Lifts.
IS-14665 (Part-1) : 2000	Outline dimension for electric Lifts.
IS-14665 (Part 5) : 1999	Inspection Manual for Electric Lifts.
IS-14665 (Part 4) Sec-1 to 9 : 2001	Electric Traction Lifts-Components.
IS-4289 (Part-I) : 1984 Reaffirmed 1991	Specification for lifts cables.
IS-1173-1978 Reaffirmed 1987	Specification for hot rolled and slit steel tee bars.
IS-7443-1974 Reaffirmed 1991	Method of loading rating of worm gear.
IS-7403-1974 Reaffirmed 1991	Code of practice for selection of standard worn and helical gear box.
IS-4218-(Part-II) 1976 Reaffirmed 1996	Isometrics screw threads.
IS-2147-1962	Degree of protection provided by enclosure for low voltage switchgear and control gear.
IS-1271-1985 Reaffirmed 1990	Classification of insulating materials for electrical machinery and apparatus in relation to their thermal stability in service.
IS-3043-1987	Code of practice for earthing.
IS-1646-1997	Electrical installation Fire Safety of Building.
IS-694-1990	PVC insulated electric cable for working voltage upto and including 1100 volts.
IS-732-1989	Code of practice for electrical wiring and installation.
IS-1554-1988 (Part-I)	PVC insulated (Heavy Duty) electric cables for working, voltage upto and including 1100 volts.
IS-3480-1966	Flexible steel conduits for electrical wiring.
IS-3837-1976	Accessories for rigid steel conduit for electrical wiring.
IS-5133-1969 (Part-I)	Boxes for the enclosure electrical accessories.
IS-5216-1982 (Part-I)	Guide for safety procedures and practices in electrical work.
IS-5578 & 11353-1985	Marking and arrangement of bus bars.
IS-8130-1984	Conductors for insulated electric cables and flexible cords.
IS-8623-1977 (Part-I)	Factory built assemblies of switchgear and control gear for voltages upto and including 1000V AC and 1200 VDC.
IS-8828-1996	Miniature Circuit Breakers.
IS-9537-1981	Rigid steel conduits for electrical wiring (Second revisions)
IS-10810-1998	Methods of test for cables.
IS-12640-1988	Earth Leakage Circuit Breakers.
IS-13947-1993	Molded Case Circuit Breakers.
IS-13947-1993	General requirement for switchgear and control gear for voltage not exceeding 1000 volts.

APPENDIX - 6

LIST OF ACT/BYE-LAWS

The lift installations shall also be governed by the following Acts/Bye-Laws/Codes as amended upto date in addition to the codes specified in the Tender:-

1. National Building Code of India – Latest Revision
2. Indian Electricity Act- 2003
3. Jammu and Kashmir Electricity act -2010
4. Jammu and Kashmir lift rules 1999.
5. Katra Development Authority Building Bye- Laws
6. Local Fire Prevention and Fire Safety Rule.

APPENDIX -7

SAFETY ASPECTS AND PROCEDURES

1. Since Elevator installation consists of a number of electrical and mechanical components having linear/rotary motions, utmost caution should be exercised while working and all safety precautions shall be rigorously followed.
2. Only authorized persons shall be allowed to work on elevator installations and Officer(s) empowered for such authorization shall keep proper record thereof during the tests ; inspection and maintenance except where necessary .
3. If during erection any safety or protection device is inoperative ,special care must be taken to avoid accidents on this account.
4. Where ever possible ,the elevator (in use) adjacent to the one under erecting /test/repair shall be shut down. Otherwise caution shall be exercised so that accidental contact of his body is avoided from the adjoining elevator /elevators by suitable partition barriers.
5. Supply at main incoming iron clad switch or circuit breaker shall be switched off before examining any part of the equipment. Whether during periodical inspection ,or while carrying out any work on the equipments (including using the winding handle at times of mains failures) unless power is particularly required for particular operation or tests on the elevator .The fuse grips of main switch shall be removed an kept under the safe custody.
6. Whenever the car needs to be moved by use of winding handle in the machine room;
 - a) Power at incoming shall be switched off before applying the handle.
 - b) Power shall be restored only after this handle is removed from winding shaft and brakes are applied.
7. The landing and car buttons shall be kept out of circuit by switching on the maintenance Switch located on the top of the elevator car during maintenance operators. Whenever maintenance switch is not provided emergency stop switch inside car and or attendant control switch should be used.
8. Before carrying out any repair work it shall be ensured that none of the electro-mechanical door locks are short circuited either from the controller or at the landings.
9. As a general precaution, facial plate between the door header and the corresponding upper landing sill on each floor must be provided.

APPENDIX -8(i)**ELEVATOR SPECIFICATIONS/SITE REQUIREMENT**
TECHNICAL DATA SHEET

Name of the work:- Design, Supply, Installation, Testing and Commissioning (SITC) of 02 nos. Elevators (8 passengers) for **Sushruta Bhawan-II, Shri Mata Vaishno Devi Institute of Medical Excellence Kakryal , Katra.**

S.No	Description	Specification
1.	Designation of Elevator	Passenger
2.	Load capacity	544 Kgs
3.	Type	08 Persons, Elevator
4.	Control	Simplex Collective Selective Control.
5.	Operation w/wo attendant	Simplex
6.	Machine	Gearless
7.	Speed	1 mps
8.	Travel	Ground floor, 1 st floor, 2 nd floor, 3 rd floor, 4 th floor & 5 th floor
9.	Rise in meters/Car travel	17000 mm
10.	Size of lift well at site	1900 mm wide x 1900 mm
11.	No. of stops	06 Nos.
12.	No. of Openings	06 Nos. same side
13.	Door Operation	Automatic and full length infrared electronic door detector door.
14.	Car dimensions	1100 mm wide x 1300 mm deep x 2200 mm height
15.	Machine type and location.	Gearless machine located in the shaft on top of the guiderails.
16.	Car Entrance	800x2000
17.	Flooring	Marble Type
18.	Ventilation	Cross Flow Fan
19.	Additional Features:-	a) Car operating buttons and hall buttons with micro motion illumination with brial fixtures. b) Button face plate with SS type. c) Car finish with SS hairline finish, Car Door, Landing Door. d) Digital hall position indicator at all floors. e) Digital display in the car where it shall act as per assignment, indicator, car position and direction indicator. f) Battery operator alarm bell and emergency light. g) Overload device with warning indicator in car. h) Emergency firemen service. i) Lift announcement system with music. j) Three way push to talk intercom. k) Automatic rescue device. l) LED Spot Lights

Signature of the contractor/firm

APPENDIX -8(ii)
ELEVATOR SPECIFICATIONS/SITE REQUIREMENT
TECHNICAL DATA SHEET

Name of the work:- Design, Supply, Installation, Testing and Commissioning (SITC) of 04 nos. Elevators (8 passengers) for UG Hostel Block-I&II of SMVDCoN, at Kakryal, Katra.

S.No	Description	Specification
1.	Designation of Elevator	Passenger
2.	Load capacity	544 Kgs
3.	Type	08 Persons, Elevator
4.	Control	Simplex Collective Selective Control.
5.	Operation w/wo attendant	Simplex
6.	Machine	Gearless
7.	Speed	1 mps
8.	Travel	Ground floor, 1 st floor, 2 nd floor, 3 rd floor
9.	Rise in meters/Car travel	10365 mm for UG-I & 11365 mm for UG-II
10.	Size of lift well at site	1900 mm wide x 1900 mm
11.	No. of stops	04 Nos.
12.	No. of Openings	04 Nos. same side
13.	Door Operation	Automatic and full length infrared electronic door detector door.
14.	Car dimensions	1100 mm wide x 1300 mm deep x 2200 mm height
15.	Machine type and location.	Gearless machine located in the shaft on top of the guiderails.
16.	Car Entrance	800x2000
17.	Flooring	Marble Type
18.	Ventilation	Cross Flow Fan
19.	Additional Features:-	a) Car operating buttons and hall buttons with micro motion illumination with brial fixtures. b) Button face plate with SS type. c) Car finish with SS hairline finish, Car Door, Landing Door. d) Digital hall position indicator at all floors. e) Digital display in the car where it shall act as per assignment, indicator, car position and direction indicator. f) Battery operator alarm bell and emergency light. g) Overload device with warning indicator in car. h) Emergency firemen service. i) Lift announcement system with music. j) Three way push to talk intercom. k) Automatic rescue device. l) LED Spot Lights

Signature of the contractor/firm

Appendix -9
TECHNICAL SPECIFICATIONS

1.0 General

These specifications are intended to describe a quality Elevator System using all new equipment, parts, materials, components installation and service techniques.

2.0 Drive Machinery

2.1 Electric Supply 3 phase, 415 Volts, 50 cycles A.C Electric supply shall be made available by the owner in machine room. The entire lift equipment should be suitable for operation and +10% to -20% of the rated supply voltage.

2.2 Gearless Machine The lift machine shall be gearless and consist of a motor, traction sheave and brake drum/disc completely aligned on a single shaft. The gearless machine shall be A.C. gearless with the VVVF drive.

2.3 Sheaves and pulley shall be of hard alloy, cast iron, SG iron or steel and free from cracks, sand holes and other defects. They shall have machined rope grooves. The traction sheaves shall be grooved to produce proper traction and shall be of sufficient dimension to provide for wear in the groove. The deflector sheave shall be grooved so as to provide a smooth bed for the rope. The deflector or secondary sheave assemblies where used shall be mounted in proper alignment with the traction sheaves. Such deflectors sheaves shall have grooves larger than rope diameter as specified in clause 8 of IS 14665 (Part-4 sec3) :2000. The size of all the sheaves shall be in accordance with clause 8.4 of IS 14665 (Part4-sec3):2000. Wherever necessary suitable protective guards may be provided.

2.4 Shaft Keys Shafts which supports sheave, gears, coupling and other members which transmit torque shall be provided with tight fitting keys of sufficient strength and quality.

2.5 Brake The lift drive machinery shall be provided with an electro-magnetic brake or motor operated brake normally applied by means of springs in compression when the operating devices is in off position. The brake shall be suitably curved over the brake drum or brake disc and provided with fire proof friction lining. The operation of brake shall be smooth, gradual and with minimum noise. The brake shall be designed to be of sufficient size and strength to stop and hold the car at rest with rated load. The brake should be capable of operation automatically by the various safety devices, current failure and by the normal stopping of the car. The brake shall be released electrically. It shall also be possible to release the brake manually, such releases requiring the permanent application of manual forces so as to move the lift car in short stops. For this purpose suitable brake release equipment wherever necessary shall be supplied with each lift installation and the same shall be kept in safe custody to prevent misuse.

2.5.1 Hand winding wheel or handle A suitable hand winding wheel or handle mounted on the end of motor shaft for manual operation to move the lift car up or down to bring it to nearest landing manually. The up or down direction of the movement of car should be clearly marked on the motor/at suitable location. A warning plate written in bold signal red letters advising the maintenance staff to switch off the mains supply before releasing the brake and operating the wheel is to be prominently displayed.

3.0 Type of controls:

Microprocessor based A.C Variable Voltage Variable Frequency Control with closed loop new update drive shall be used. The design of the controller should be such that it can be mounted on a wall and is dust protected, providing sufficient protection against lizards, rodents, etc. Max. permissible leveling inaccuracy shall be $\pm 5\text{mm}$ only. The VVVF controller shall have the following features: a) Total control at all stages of the motion cycle b) A consistent fully adjustable smooth ride c) Better leveling accuracy under all condition d) A higher power factor e) Lower starting current f) Energy saving through the reduced power consumption. The system should monitor critical aspects of system health, self help diagnostic capability as built in, control system to speed up trouble shooting. It shall have constant voltage transformer for trouble free operation. VVVF Inverter Drive Fully digital VF inverter incorporating Flux Vector Control, technique of Pulse Width Modulation (PWM) for directly controlling the current of the elevator motor and providing constant speed control over the entire frequency range under all conditions to achieve considerable power saving thereby reducing the overall power consumption reduction in generator capacity and improvement in power factor and high speed switching device- the IGBT (Insulated Gate Bipolar Transistor) embedded in the inverter for smooth and quiet operation.

4.0 Installation Aspects

4.1 Installation in Machine room-

Lift machine room to accommodate the drive machinery, controller etc. shall be on top of the lift shaft Equipment layout in machine room should allow free movement of the maintenance staff. Vibration isolation arrangement shall be provided in machine room to prevent transmission of vibrations to the building and structure. Provision of lighting and ventilation as required shall be provided by the electrical contractor.

5.0 Guide Rails

The guide rails for lift car and counter weights shall be in accordance with clause 3 of IS 14665 (Part-4, section-2) 2000. The guide rails supported by brackets secured to hoistway at each floor shall be continuous throughout the entire travel and shall withstand without any deformation the action of safety gear with a fully loaded car.

5.1 Guide Rails Shoes

To prevent car shaking automatic adjustable guide shoes should be used. The Firm should use Teflon guide shoe lubricated guide rails.

6.0 Lift Car

6.1 Car frame

The car frame shall be in accordance clause 4 of IS 14665 (Part-4, section-2) 2000 fabricated formed or structural steel members shall be provided with adequate bracing to support the platform and car enclosures. The car safety shall be integral with car mounted on the bottom members of the car frame and shall be with flexible guide clamp type designed to stop and hold a fully loaded car and withstand without permanent deformation the operation of safety gears.

6.2 Car Platform

The car platform shall be of framed construction and designed on the basis of rated load evenly distributed conforming to IS 14665 (Part-1) 2000. A load plate along with overload alarm, giving the rated load and permissible maximum number of passenger should be fitted in each lift car in a conspicuous position.

6.3 Car Body

The car shall be enclosed on all sides by a metallic enclosure. The enclosure including the door shall withstand without deformation a thrust of 35 Kg applied normally at any point and as per IS 14665 (Part-4, section-3) 2001 and Ventilation openings as required. Lift car door shall have a fire resistant rating of 1 hour. The car roof shall be solid type capable of supporting a weight of at least 140 Kg and as per IS 14665 (Part-4, section-3) 2001.

6.4 Operating Panels inside the car

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

7.0 Buffers

The suitable heavy-duty spring buffers shall be placed below the car and counter weight arranged to sustain and shock should the elevator over travel past the terminal limits. Buffer shall be designed for design speed + 15%. Clearance from under side of car resting on a fully compressed buffer shall not be less than 1.20M.

8.0 Ropes

These will be self lubricated and manufactured from high grade steel and material special flexible and the combine breaking strength will be calculated with a minimum factor of safety of 10 times the combine weight of car with full load.

9.0 Travelling Cables.

All wiring and electrical interconnections shall comply with governing codes. Insulated wiring shall have flame retardant and moisture proof outer covering and shall run in metal conduit tubing or approved electrical raceways. Travelling cables shall be flexible and suspended to relieve strain on individual conductors. A minimum of 10% spare conductors shall be provided in travelling cable.

10.0 Threshold

The threshold to be provided should be aluminum grooved, with self-supporting sill angle.

11.0 Hall buttons

For passenger and freight elevators, these shall be provided at each terminal landing. A single micro movement push button shall be provided at top most and landing floors, two micro movement buttons on a single plate shall be provided at each intermediate floor. When a hall call is registered by momentary pressure on a landing button, that button shall become illuminated until the call is answered. Passenger and freight elevators call buttons shall be as per manufacturers standard selection. The catalogues of the buttons offered shall be submitted along with the Tender.

12.0 Motor

The make and type of hoisting motors and capacity should be mentioned. The motor should be suitable for elevator service (S4 duty) with high starting torque and starting current should be mentioned.

13.0 Alarm Bell

A battery operated emergency alarm bell, including wiring to be provided and connected to a properly marked push button in the car-operating panel. The alarm bell shall be located at the ground floor, at the floor landing outside and adjacent to hoist way.

14.0 Hoistway Gate Interlocks

Each hoist way gate shall be provided with interlock and which shall prevent the movement of the car away from the landing unless all are closed and locked. The interlock shall also prevent opening of gate except at the landing where the car is stopping or had stopped.

15.0 Counter Weight

The counter weight shall consist of cast iron weight containing structural steel frame and shall be equal to the weight of the complete elevator car and approximately 50% of the contract load. Counterweight is to be provided with over speed safety incase of passenger elevators.

16.0 Hitches Plates

Self aligning (with isolation cushion) hitches plates of better roping shall be provided.

17.0 Speed Governor

The car safety shall be operated by a mechanical centrifugal speed governor located at the top of the hoist way. The governor shall actuate a switch when excessive descending speed occurs disconnecting power to the hoist motor and applying the break prior to deployment of the safeties.

18.0 Reverse Phase Relay

Reverse phase relays should be provided on the controller, which should be designed to protect the elevator equipment against phase reversal and single phasing and phase failure.

19.0 Digital Hall Position Indicator

A digital position indicator shall be provided on all landings indicating the position of the car in the hoistway at all times. Illuminating direction arrows shall indicate the direction of the travel.

20.0 Digital car position indicator

A digital car position shall be provided in each elevator car which shall indicate the landing at which the car has stopped or is passing. Illuminating direction arrows shall indicate the direction of travel.

21.0 Car door operator:

- a) An electrical A.C/D.C. door operator shall be provided on the car to automatically operate and close the car door in the following manner.
- b) When the car stopped at a landing the car door shall be opened by the electric operator. After the hoist way door has been closed, the pressing of

either a car button or landing operating button at other landing shall cause the car door to close. An electric contact shall be provided to prevent the operation of the elevator unless the door is in the position.

22.0 Full Collective Automatic Operation

- a) The operation shall be full collective automatic type with one button in the car for each landing level served and up and down buttons at the intermediate landings and a single button at each terminal landing. All stops registered by the momentary pressure of the car button shall be made in the order in which the landings are reached after the buttons have been pressed but irrespective of the sequence in which the calls were registered.
- b) All up landing calls shall be answered when the car is travelling in the up direction and all down landing calls shall be answered when the car is travelling in the down direction, except in the case of the uppermost or lowermost calls which shall be answered as soon as it is reached.

23.0 Infra red Entrance Protection

Car doors should have infrared safety device. When any beam is interrupted, an electronic circuit shall be actuated and door operating mechanism shall returned the doors to the open position and when the entrance is again clear, the elevator door closes automatically.

24.0 Fire man drive

Fireman drive shall be provided for each elevator. The operation of the fireman drive shall be in two phases. In the first phase it shall cancel all the calls and bring the passengers to the parking floor. All the floor buttons shall remain ineffective till the button is reset. In the second phase the fireman shall use it. In second phase operation the elevator door should open by continuous pressure on the door open buttons and the door shall close if the button is released before the door full open. And hall buttons giving car calls indication shall cause the door to close, and the elevator should run on slow speed. Doors should be fire rated for one hour and shall be provided with jam panels.

25.0 Automatic Rescue Device

Automatic (Emergency) battery device should come into operation in case of power failure it should sense the direction of motor and stop the elevator at the nearest floor landing and door should open. The automatic rescue device (drive) should be base on maintenance free batteries of suitable capacity-each elevator to have its own Automatic Rescue Device.

26.0 Overload Device

When an overload is detected the car does not start and the doors remain open. The elevator operation resumes only upon removal of the overload.

27.0 Elevator announcement system with Music

A decent voice announces the floor on arrival to give an added same of comfort.

28.0 Three way push to talk intercom

The intercom system is primarily an emergency alarm device, which by definition is sued to seek outside admittance when necessary.

INSTRUCTIONS TO BE DISPLAYED IN ENGLISH IN THE ELEVATOR CAR

Passenger Elevator for residential building

<u>S.No.</u>	<u>Inside the car</u>
1.	Lift Number
2.	Capacity
3.	Persons
4.	No Smoking
5.	Operate push buttons/switches Correctly.
6.	Do not lean against the elevator door
7.	Do not panic in the event of breakdown press alarm buttons and follow instructions of authorized staff.
8.	Use intercom kept inside the car for Help.

Completion Certificate

1. Lift installation at
2. No. of lifts
3. Capacity
4. Speed
5. Type
6. Method of operation
7. Give details on list of manuals data and information supplied in accordance with
8. Whether brake release equipment and winding wheel has been provided
9. Whether the layout of equipment in the machine room ensure free movement within
10. Type of variation, isolation foundation provided
11. Whether guide rails have been installed properly
12. Whether the car frame is made of rigid construction and the car so mounted as to minimize vibration and noise being transmitted inside
13. Whether the platform and all other dimensions confirm to IS:3554-1976 amended upto date.
14. Whether the car body is rigid to withstand application of fires.
15. Whether car aprons, landing threshold, stills have been provided.
16. Details of intercommunication system provided whether is is working satisfactory.
17. Whether rating and instructions plate has been prominently displayed inside the car.
18. Whether doors have been properly fixed.
19. Type of leveling device if any provided and the accuracy of leveling achieved.
20. Whether counter weight conforms to IS:4666-1980 and whether counter weight guards have been provided.
21. Type of guide shoes provided.
22. No. and size of hoisting ropes and governor ropes along with their origin, type, ultimate strength and factor of safety.
23. Type and method of operation of car and landing doors.

24. Method of proper fastenings.
25. Type of safety gear with the name of manufacturer.
26. Type of buffers indicating also the name, stroke, certified maximum load and certified maximum striking speed and whether buffer has been tested.
27. Door locks whether these have been tested for satisfactory submitted by the Firm.
28. Whether alarm bell and emergency door lock release operating key and associated safety and other safety included.
29. Whether all wiring in the machine room and the hoist way etc, properly identified by plastic metallic identification tags.
30. What auxiliary switches have been provided.
31. Whether earthing has been done properly also the extra wires provided as per requirement mentioned.
32. Whether the controller casing is insect proof with hinged doors and gaskets and foundation facilities.
33. Whether the lift supplier has recommended spare required for maintenance and trouble free operation. Certified the lift installation and components confirm to IS:4666-1980, 1860-1980, 2365-1977, 4289-1984, 7759-1975, 732-1983 and another relevant standards local lift Act and Rules, Indian Electricity Act and Rules.

SCHEDULE OF QUANTITIES

NOTES:

1. All items of work under this Contract shall be executed strictly to fulfill the requirements laid down under "Basis of Design" in the specifications. Type of equipment, material specifications, methods of installation and testing and type of controls shall be in accordance with the Specifications, approved shop Drawings and the relevant Indian Standards, however, capacity of each component and their quantities shall be such as to fulfill the above mentioned requirement.
2. The rate for each item of work included in the Schedule of quantities shall, unless expressly stated otherwise include cost of:
 - a. All fixing materials, accessories, appliances, tools, plants, equipment, transport, labour and incidentals required in preparation for and in the full and entire execution, testing, balancing, commissioning and completion of the work called for in the item and as per Specifications and Drawings.
 - b. Wastage on materials and labour.
 - c. Loading, transporting, unloading, handling/double handling, hoisting to all levels, setting-fitting and fixing in position, protecting, disposal of debris and all other labour necessary in and for the full and entire execution and to fully complete the job in accordance with the contract documents, good practice and recognized principles.
 - d. Liabilities, obligations and risks arising out of conditions of contract.
 - e. All requirements of specifications, whether such requirements are mentioned in the item or not. The specifications and drawings where available, are to be read as complimentary to and part of the schedule of quantities and any work called for in one shall be taken as required for all.
 - f. In the event of conflict between schedule of quantities and other documents including the specifications, the most stringing shall apply and the interpretation of the services consultants shall be final and binding.
3. The unit rate of each equipment or materials shall include cost in Rupees for equipment and material including the excise duty, and also including forwarding, freight and insurance upto Tenderer's store as site, storage installation, testing balancing, commissioning and other works required.

The extension for (total) amounting against each item shall be based on the quantities indicated in the schedule.
4. All equipment, quantities and technical data indicated in this schedule are for the Tenderers guidance only.
5. The quantities given in this schedule are provisional, the client reserves the right to increase or decrease the quantities of work or to totally omit any items of work and the Tenderer shall not be entitled to claim any extras or damages on these grounds. These variations shall be permitted until such time Tenderers shop drawings are approved.
6. This schedule shall be fully priced and the extensions and totals duly checked. The rates for all items shall be filled in INK.
7. No alternation what so ever is to be made to the text or quantities of this schedule unless such alternation is authorized in writing by the Services Consultants. Any such alternations, notes or additional shall unless authorized in writing be disregarded when Tender documents are considered.

8. In the event of an error occurring in the amount column of the schedule, as a result of wrong extension of the unit rate and quantity, the unit rate quoted by the Tenderer shall be regarded as Firm and the extensions shall be amended on the basis of the rates.
9. Any errors in totaling in the amount column and in carrying forwarded totals shall be corrected. Any error, in description or in quantity or commission of items from this schedule shall not vitiate this contract but shall be corrected and deemed to be a variation required by the Services Consultants.

End of Tender Document