

**NATIONAL BANK FOR AGRICULTURE AND RURAL DEVELOPMENT
(NABARD)ORISSA REGIONAL OFFICE , ANKUR, 2/1, NAYAPALLI CIVIC
CENTRE, BHUBANESWAR-751015**

**TENDER DOCUMENTS FOR THE SUPPLY ,INSTALLATION, TESTING AND
COMMISSIONING OF ONE 6 PASSENGER CAPACITY ELECTRICAL LIFT**

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NOTICE INVITING TENDER

Ref. NB(ORO)/ /Prem-48/OP / Lift/ 2009-10

Dated November 2009

M/s

Dear Sirs,

Sub: TENDER FOR SUPPLY , INSTALLATION , TESTING AND COMMISSIONING
OF ONE 6 PASSENGER LIFT IN THE REGIONAL OFFICE BUILDING OF NABARD
AT ANKUR, 2/1 , NAYAPALLI CIVIC CENTRE, BHUBANESWAR-751015

1. On behalf of National Bank for Agriculture & Rural Development (NABARD) I have the pleasure in inviting you to tender for the aforesaid work.
2. Tender Documents will be available for sale at Premises Section, NABARD, Orissa Regional office, Ankur , 2/1, Nayapalli civic centre, Bhubaneswar-751015 during working hours of office from 21 December 2009 to 28 December 2009 except Saturdays , Sundays and holidays. Applications for tender documents should be accompanied by a DD drawn on any scheduled Bank, in favour of National Bank for Agriculture & Rural Development for Rs.500/- (Rupees five hundred only) payable at Bhubaneswar being the cost of the tender documents. The tender documents requested for will be issued by hand on payment of the aforesaid sum, which will not be refunded under any circumstances.
3. Each tenderer will be issued with two copies of Part-I comprising Notice Inviting Tender, Form of Tender, , Instructions to Tenderers, Articles of Agreement , General and Special Conditions of Contract, Detailed Specifications and two copies of Part-II comprising of Schedule of Quantities.
4. Sealed Tenders in the prescribed tender form in two separate envelopes should be submitted to the Chief General Manager, National Bank for Agriculture & Rural Development, Orissa Regional Office, Ankur , 2/1, Nayapalli civic centre, Bhubaneswar-751015 and superscribed "Tender for supply , installation , testing and commissioning of one 6 passenger automatic V3F lift in the Regional Office Building of NABARD at Bhubaneswar" .
5. Envelope No. I – shall contain earnest Money deposit, both copies of Part – I (Conditions of Contract & Technical Specifications).

Envelope No. 2 – shall contain both copies of Schedule of Quantities duly priced and completed in all respects. This shall not include any conditions whatsoever. In case any conditions are included in Envelop no. 2, the same shall not be taken into consideration. The tender in such case is liable to be rejected.

6. Both the envelopes should be submitted to the above office not later than 14.00 Hrs. on 15 January 2010. Envelope No. 1 will be opened at 15.00 Hrs. on the same day in presence of tenderers or their authorized representatives who choose to be present.
7. After opening of the Envelope No.1 and assessing the conditions stipulated by bidders, if any, the Employer will, if he so decides, may inform all the tenderers about any modifications in the tender conditions. Tenderers who agree to the changed conditions along with original in TOTO will be allowed to make modifications if they so wish in their tender prices by means of a letter to be submitted in sealed cover, which, along with their price bid will form the final price bid. A tender will be rejected if any tenderer proposes any deviation from the above.
8. The Envelope No. 2 shall be opened only in respect of those tenderers who after discussion bring their tenders in line with the requirements of tender document and are acceptable to the Employer. The decision of the Employer in this regard shall be binding on the tenderers and not open to question or appeals. The date and time of opening of Envelope No.2 shall be intimated after opening of Envelope No. 1.
9. Tenders received late on account of any reason whatsoever and telegraphic and faxed tenders shall not be entertained.
10. The Earnest Money Deposit of Rs. 25000/- (Rupees twenty five thousand only) by Demand Draft drawn on any Scheduled /Nationalized Bank in favour of National Bank for Agriculture & Rural Development payable at Bhubaneswar shall be submitted along with the tender. EMD can also be submitted in the form of Bank Guarantee (as per the proforma-F). Please note that the BG is required to be furnished on stamp paper as applicable (as per stamp act) in the state where it is executed and shall be signed by the authorised officials.
11. The completion period of the said work shall be 8 (eight) months (inclusive of monsoon months) from the date of issue of work order .
12. Liquidated damages for delay in completion of work awarded shall be 0.25% (0.25 percent only) of the accepted tender amount per week of delay for each week beyond the scheduled date of completion or the approved extended period of completion. The maximum amount of liquidated damages shall be 5% (five per cent only) of the accepted tender amount.
13. The ‘Defects Liability Period’ shall be 12 months after the certified date of virtual completion of work for all items except for specialized items, for which such period is mentioned separately.
14. Validity of the Tender shall be 120 days from the date of opening of Envelope No. 2.

- 15. A Pre-bid meeting will be held on 28 December 2009 in the conference room of the NABARD Regional Office at the above said address. The bidders are requested to attend the meeting and obtain clarifications, if any, required by them. No further requests for clarifications shall be entertained. The firms may bring the catalogues, three dimensional views of the proposed lift models etc., so that the features can be visualised.*
16. The Employer does not bind himself to accept the lowest or any tender and reserves the right to accept or reject any or all tenders, either in whole or in part, without assigning any reason for doing so.
17. The tender documents for the said Lift installation work will also be available on the website of NABARD (ie. www.nabard.org) [for use and reference of the interested bidders.](#)

Yours faithfully

(C. R. Patnaik)
Chief General Manager

FORM OF TENDER

The Chief General Manager
Orissa Regional Office
National Bank for Agriculture
& Rural Development (NABARD)
Ankur, 2/1, Nayapalli Civic centre
Bhubaneswar-751015

SUB : TENDER FOR SUPPLY , INSTALLATION , TESTING AND COMMISSIONING OF ONE 6 PASSENGER LIFT IN THE REGIONAL OFFICE BUILDING OF NABARD AT ANKUR, 2/1, NAYAPALLI CIVIC CENTRE,BHUBANESWAR-751015

Dear Sir,

1. Having examined the specifications and schedule of quantities relating to the work , having visited the site and having satisfied ourselves as to the location of the site and working conditions, I/We hereby offer to execute the above works at the respective rates which I/We have quoted, for the items of the Schedule of Quantities.
2. I/We herewith deposit Rs.25000/-(Rupees twenty five thousand only) by Demand Draft drawn on any scheduled/ nationalized Bank in favour of National Bank for Agriculture & Rural Development, Orissa Regional Office payable at Bhubaneswar as EMD amount for the due execution of the works at my/our tendered rates together with any variations in prices approved by the Employer.
3. In the event of this tender being accepted, I/We agree to enter into and execute the necessary agreement required by you. I/We do hereby bind myself/ourselves to the aforesaid deposit of Rs.25000/-(Rupees twenty five thousand only) in the event of our refusal or delay in signing the Contract Agreement. I/We further agree to complete the work within 8 (eight) months from the date of Work Order . I/We agree not to employ Sub-Contractors other than those that may be approved by you.
4. I/We agree to pay Income-tax, Sales-tax, Works Contract Tax, Labour Welfare Fund Charges, Octroi duties and taxes etc. as prevailing from time to time on such items for which such taxes and charges are levied by the appropriate authorities. The rates quoted by me /us are inclusive of all such taxes and charges including service tax ,. change in tax etc. as are applicable.
5. I /We understand that you are not bound to accept the lowest offer or bound to assign any reasons for rejecting our tender.

6. I /We agree to keep our offer open for 120 days from the date of opening of envelope No. 2 , namely, our Price Bid.

7. I /We enclose herewith the completed tender documents under two separate sealed envelopes and the Bank Draft for Rs. 25,000/-(Rupees twenty five thousand only) as EMD.

Thanking you,

Yours faithfully,

Signature of Tenderer with Seal & Address

Date:

ANNEXURE-I

INSTRUCTIONS TO TENDERERS

A. LOCATION:

The site is located at Ankur , 2/1 , Nayapalli , Civic Centre, Bhubaneswar-15 near the Iskon temple. Tenderers must get acquainted with proposed work and study specifications, conditions of contract and other conditions carefully before tendering. No request for any change in rates or conditions for want of information on anything whatsoever in these Tender documents shall be entertained after receipt of tenders.

The tenderers are advised to inspect the site to ascertain the nature of site, access thereto, location and facilities for procurement of materials and labour rates for execution of the work. The tenderers must examine and inspect the site of the work and acquaint themselves with all local laws, regulations and practices.

B. SUBMISSION OF TENDER:

1. Tender must be submitted in original and as per details given hereunder. The rates shall be filled in the Schedule of Quantities given in Part-II of the Tender Document.
2. The tender shall be submitted in two parts in separately sealed envelopes as described below:

Envelope-I {Part-I} : Technical and Commercial aspects of the offer
-- Specification , EMD

Envelope-II {Part-II} : Price Bid (duly filled in)

The envelopes shall be duly superscribed with the above titles of work.

3. Part-II of offer shall contain only the “Schedule of Quantities /Price Bid” along with quoted rates” and no conditions whatsoever. Any conditions/stipulations mentioned in Part-II may not be taken into consideration for evaluation of the tenders.
4. Tenderers are requested to quote strictly as per the terms and conditions, specifications, standards given in the tender document and not to stipulate any deviations. However, deviations, if unavoidable, should be indicated separately; indicating the specific page number and clause number against the deviations.
5. Addenda to this tender document, if issued, must be signed and submitted along with the tender document. Tenderers should write clearly the revised quantities in “Schedule of

Quantities” of Tender document and should price the work based on the revised quantities when amendments for quantities are issued in addenda.

6. All pages of this document are to be signed by the bidder in token of his acceptance of the conditions thereof.

All signatures in tender document shall be dated as well. All pages of tender documents shall be signed at the lower right hand corner or signed wherever required in the tender documents by the tenderer or by a person holding power of attorney authorizing him to sign on behalf of the tenderer before submission of tender.

7. Rates to be quoted in figures and words:

The Tenderer should quote in English both in figures as well as in words the rates and amounts tendered by him in the Schedule of Rates for each item and in such a way that interpolation is not possible. The amount for each item should be worked out and entered and requisite totals given of all items, both in figures and in words. The tendered amount for the work shall be entered in the tender and duly signed by the Tenderer.

8. Corrections and Erasures

All corrections and alterations in the entries of tender papers should be signed and dated in full by the Tenderer. Corrections to be made with white fluid and over writings are not permitted.

9. The tender shall contain the names, residence and place of business of person or persons submitting and signing the tender and shall be signed by the Tenderer with his usual signature. Partnership firms shall furnish the full names of all partners in the tender. It should be signed in the name of the partnership by all the partners or by duly authorized representative/s followed by the name and designation of the person/s signing. Tender by a Company or Corporation shall be signed by an authorized representative, and a power of Attorney on their behalf shall accompany the tender in Envelope-1. A copy of the partnership deed of the firm with names of all partners shall be furnished.

10. Witness:

Witness and sureties shall be persons of status and propriety and their names, occupation and address shall be stated below their signatures.

11. SCOPE OF WORK:

The contractor selected for execution of the work shall be conversant with all codes of practice, rules of local authorities and procedures for obtaining approvals from lift inspector/Electrical Inspector or as the case may be.

The general technical specification and the description of the items are given in Technical specifications.

The work shall include the following items of work broadly :

- A. The new lift shall be purchased on buy-back basis. The selected contractor will dismantle the existing lift and make arrangements for taking away the materials out of the site.
- B. Supply, installation, testing and commissioning of a 6 passenger V3F. 0.7 mps, automatic door type lift, the doors will have central opening in all the floors. etc. including all associated works. The carriage will be stainless steel with stainless steel operating panel in accordance with the data Sheet & Schedule of Quantities herein and shall include execution of whole of the work specified and all work of temporary nature which may be required to complete the work in all respects, such as scaffolding, necessary supporting structure, brackets and all necessary civil works viz. modification in machine room, erection of guide rails, alterations related to door fixing, sills, architraves, cutouts for landing switches, cutting of pockets, grouting of back boxes for control push button stations, grouting of brackets, cutting of pockets, installing rails, machine beams, chipping and filling plaster where required, making bed blocks for winding units, Controller in machine room, making buffer, or any other related works etc. All chases and opening required for fixing door sill projections are also to be included in the offer. Contractors must assess all the civil works necessary for erection of new lift and include the cost under BOQ item no.3
- C. The beams laid in the lift machine room on which the lift machine is resting may not be required to be removed. This aspect may be taken into consideration while quoting the amounts in the BOQ.
- D. Working drawings shall be prepared by the contractor. The drawings and the installation shall be got approved by the bank / local authorities as required. The contractor shall obtain necessary approvals & clearances from statutory authorities.
- E. Testing and commissioning of the entire installation.
- F. For details refer Technical Specifications.

12. Any printing or typographical errors /omissions in tender document shall be referred to the Employer and his interpretation regarding correction shall be final and binding on Contractor.

13. TRANSFER OF TENDER DOCUMENTS:

Transfer of tender document purchased by one intending Tenderer to another is not permitted

14. EARNEST MONEY:

The Tenderer must pay the amount of Earnest Money as mentioned in the Notice Inviting Tender(Part-I), by a crossed bank demand draft in favour of National Bank for Agriculture and Rural Development payable at Bhubaneswar. No interest on earnest money so deposited by the Tenderer shall be allowed.

The Tenderer should attach the said bank draft along with the tender, failing which the tender will not be considered.

The Earnest Money of the unsuccessful tenderers will be refunded within a reasonable period of time without any interest.

The Earnest Money deposited by successful Tenderer(s) will be retained towards the security deposit for the fulfillment of the contract but shall be forfeited if the Tenderer fails to start the work within a period of **ten calendar days** from the date of the Letter of Acceptance of the tender /Work Order .

15. VALIDITY:

Tenders submitted by Tenderers shall remain valid for acceptance for a period up to the end of 120 days from the date of opening of the price part of the tender. The tenderers shall not be entitled to revoke or cancel their tenders or to vary the tender given or any terms thereof during the period of validity without the consent in writing of Owner.

16. ADDENDA:

Addenda to the tender document may be issued prior to the date of opening of the priced tenders to clarify documents or to reflect modifications to the design or contract terms.

Each addendum issued by the Bank will be distributed to each person or organization to which a set of tender documents has been issued. Each recipient will submit the same along with his tender. All addenda issued by the Bank shall become part of Tender Documents.

17. RIGHT TO ACCEPT OR REJECT TENDER:

The acceptance of a tender will rest with the Employer who does not bind himself to accept lowest tender and reserve to themselves the authority to reject any or all the tenders received without assigning any reasons. They also reserve the right of accepting the whole or any part of the tender and the Tenderers shall be bound to perform the same at the rates quoted. All tenders in which any of the prescribed conditions are not fulfilled or are incomplete in any respect or there is any correction not duly signed and dated by the Tenderer are liable to be rejected.

The job may be awarded to one or more agencies by dividing the work at the entire discretion of the Employer. The quoted rates shall hold good for such eventuality.

18. TIME SCHEDULE

The time allowed for carrying out **the job is 8 (eight) months inclusive of monsoon months to be reckoned from the date of issue of work order .**

19. LIQUIDATED DAMAGES FOR DELAYED COMPLETION

If the contractor fails to complete the work by the scheduled date of completion or within any sanctioned extended time, he will have to pay 0.25% of the accepted tender amount per week as liquidated damages for each week beyond the scheduled date of completion or the extended period of completion, works remaining incomplete. The maximum liquidated damages recoverable shall be 5% of accepted tender amount.

20. RATES

The Employer is not concerned with any rise or fall in the prices of any materials. The rates quoted shall include all costs, allowances, taxes including works contract tax, service tax etc. or any other charges including any enhanced labour rates etc. which may be enacted from time to time by the State and or the Central Government. Under no circumstances, shall the Employer be held responsible for compensation of loss to the Contractor due to any increase in the cost of labour or materials etc. unless provided otherwise. The rates quoted by the Tenderers shall include all eventualities such as heavy rain, sudden floods etc. which may cause damage to the executed work or which may totally wash out the work. Until the Completion Certificate is issued to the Contractor, the Employer will not be responsible for such damage or wash out of the construction work.

21. WATER AND ELECTRICITY

The contractor shall be provided water and electricity required only for execution of the work at the work site at no extra cost during the currency of contract subject to availability. Any misuse of the same will be seriously viewed. Due permission of the bank is required to be taken before use of the same. The contractor will make good any damage made to the systems while using water and electricity at their cost to the satisfaction of the Bank..

22. SIGNING OF THE CONTRACT

The successful Tenderer shall be required to execute an agreement in the pro-forma attached with this tender document within **15 days** from the date of receipt of the notice of acceptance of tender or letter of intent after furnishing initial security deposit equal to 2% of the accepted tender value in the form of Bank Draft in favour of M/s National Bank for Agriculture and Rural Development, Bhubaneswar. The EMD shall be treated as part of the security deposit. In the event of failure on the part of the successful Tenderer to sign the agreement within the above stipulated period, the Earnest Money will be forfeited and the acceptance of the tender shall be considered as cancelled. On acceptance of the tender, the name of the accredited representatives of the Contractor, who would be responsible for taking instructions from the Employer as the case may be shall be communicated to the Employer.

Any further information may be obtained from Bank's electrical engineer in Premises section, 3rd floor, NABARD, Nayapalli, Bhubaneswar.

23. INFORMATION REQUIRED ALONG WITH TENDER

The following details are required to be furnished along with the tender.

- (a) Basic information as per format in Part-I below
- (b) Details of works executed in the last three years and works in hand in pro-forma given in part - II below with names and postal address of Employer along with copies of letter of intent, work orders and other documents in evidence of award of work to the tenderer.
- (c) List of technical personnel and details of equipment proposed to be deployed for work in the pro-forma given in Part-III below.
- (d) Site Organization Chart with bio-data of Resident Engineer and key personnel proposed to be deployed at site.
- (e) Details of present commitments giving contract values, details of work, date of commencement of work, percentage completed as on date and schedule date of completion.
- (f) Income-Tax Clearance and Sales-Tax Clearance Certificates.
- (g) Power of Attorney in the name of persons who has signed the tender document.
- (h) Solvency certificate from Bankers.
- (i) Balance sheet and Profit and Loss Account statements for the last three years duly certified by a Chartered Accountant in practice.
- (j) Permanent account number allotted by Income Tax Authorities.

PART-I : BASIC INFORMATION

- 1. Name of the Applicant/Organisation and address of the registered office
- 2. Year of Establishment
- 3. Type of the Organisation (Whether Sole Proprietorship, Partnership, Limited Company or Co-Operative body etc.)
- 4. Name of the Proprietor/ Partners/ Directors of the Organisation/Firm

Details of Registration – Whether Partnership firm, Company etc. indicating:

Name of Registering Authority, date and Registration Number

6. Whether registered with Government /Semi-Government /Municipal Authority or any other public organisation and if so, in which class and since when?
7. Experience in the field of Lift work
8. Areas of Business Activities other than Lift work , if any, and place of business
9. Address of Business Activities other than Lift work, if any, and place of business
10. Address of office through which the proposed work of NABARD will be handled and the name and designation of Officer-in-Charge.
11. Adequate and Satisfactory evidence to indicate financial capacity of the organisation to undertake the said work with Names of the Bankers and their full addresses.

(Solvency Certificate from a bank and Income Tax Clearance Certificate should be attached)

12. Yearly turnover of the organisation during last five years (Rs.)
13. Ability to provide Bank Guarantee or any other equivalent form of Security from a Scheduled Bank (Rs.)
14. Number of supplementary sheets attached
15. Enclose Performance Certificate from Previous Clients.
16. Whether any Civil Suit/Litigation arisen in the Contracts executed during the last ten years/being executed now. If yes, please furnish the details in the pro-forma given below :

* (Audited Balance Sheet and Profit and Loss Account for past three years shall be attached)

PART-II : WORK CAPABILITY AND PREVIOUS EXPERIENCE

- a. List of important Lift Works executed by the organisation during last three years costing Rs. 650,000.00 and above

Sl. No.	Name of the project & Location	Nature of Work involved in the contract	Name and Full Postal Address of the owner and Architects.Also indicate whether Govt. or Semi-Govt. or Private Body with full postal Address	Contract Amount (Rs.)	Completion Period	Whether work was left incomplete or contract was terminated from either side. Give full details	Any other relevant information
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							organisation	
1	2	3	4	5	6	7	8	9

Signature of the applicant

Note :

Furnish other information /data, if any, to show your technical and managerial competence to indicate any important point in your favour.

LIST OF EQUIPMENT TO BE DEPLOYED

S. No.	Details of Equipment	Number of equipment proposed to be deployed
1.		
2.		
3.		
4.		
5.		

Signature of the applicant

ANNEXURE- II

ARTICLES OF AGREEMENT

ARTICLES OF AGREEMENT made at Bhubaneswar on this _____ day of _____ between the National Bank for Agriculture and Rural Development (NABARD), a body corporate constituted under the NABARD Act, 1981 and having its Head Office at C-24, 'G' Block Bandra-Kurla Complex, Bandra (E), Mumbai-400 051 and its Orissa Regional Office at Nayapalli , Bhubaneswar-751015 (herein after called 'the Employer" which expression shall unless repugnant to the context, mean and include its successors and assigns of the one part;

AND

(Hereinafter called "the Contractor" which expression shall, unless repugnant to the context, mean and include) successors and assigns of the other part

WHEREAS

1. The Employer is desirous of installation of a new lift at the said Regional Office Building at Nayapalli , Bhubaneswar-751015 (hereinafter referred to as "the said work") .
2. The pages duly numbered from 01 to 102 of Part- I and 01-02 of Part-II have been duly signed by or on behalf of the parties hereto are annexed.
3. The Contractors have agreed to execute the said works viz. Supply, installation, testing and commissioning of a 6 passenger , V3F, automatic door type lift at the said office complex at Nayapalli, Bhubaneswar subject to the provisions hereinafter contained and subject also to Notice inviting tender, form of tender , instructions to the bidders, General Conditions of Contract, Special Conditions, Safety Code , Technical Specifications , construction schedule, (all of which are hereinafter collectively referred to as the "said conditions") strictly in accordance with the specifications and schedule of quantities referred to above at or for the respective rates set out in the Schedule of Quantities annexed hereto and marked as Part-II amounting to the sum as thereunder arrived at or such other sums as shall become payable thereunder (herein after referred to as the "said contract amount.")

NOW THEREFORE, THIS AGREEMENT WITNESSETH THAT:

i)In consideration of the said contract amount to be paid by the Employer to the Contractor at the time and in the manner set forth in the said conditions and in accordance with the Schedule of payments and complete the work as described in the said Specifications and Schedule of Quantities with due care and diligence.

ii)The said Conditions and the Annexure thereto shall be read and construed as forming a part of this agreement and the parties hereto shall strictly abide by, submit themselves to the said conditions and perform the agreements on their part respectively contained in the said conditions.

iii) Tender documents containing Notice Inviting Tenders, form of tender Instructions to Tenderers , articles of agreement ,General Conditions of Contract, Appendix thereto, Special Conditions of Contract, Technical Specifications, Schedule of Quantities with the rates entered therein shall be read and studied as forming part of this agreement and the parties hereto shall respectively abide by and submit themselves to the conditions and stipulations and perform the agreements on their part respectively in such conditions contained.

4. This Contract neither a fixed Lump sum Contract nor a Piece work Contract but is a contract to carry out the work in respect of the entire building to be paid for according to the actual measured quantities at the rates contained in the Schedule of Quantities (Part-II) and probable quantities or as provided in the said conditions.
5. The Employer reserves to itself the right of altering the nature of the work by adding to or omitting any items of work or having portions of the same carried out without prejudice to this contract.
6. The tenderer hereby affirms that he has experienced and competent staff that will enable them to ensure proper quality check on the materials, and who will ensure that the contractors will carry out proper tests as required by the specific actions and will supervise the day-to-day working and execution of the contract works.
7. If the Contractor has any doubt about the quality of any materials or any difficulty in supervision of the day to day work, then it shall be duty of the Contractor to report the matter in writing forthwith to the Bank (Employer) and, for the time being, to suspend that portion of the work about which difficulty is experienced, and the contractors will abide by the direction of the Employer.
8. The tenderer covenants and warrants that completed items of the work as well as the entire work on completion will be in conformity with the specifications and the terms and conditions of this contract and will be of proper quality and description.
9. Time shall be considered as the essence of this Contract and the Contractor hereby agrees to commence the work immediately from the date of Work Order and shall complete the entire work within 8 (eight) months subject nevertheless to the provisions of extension of time as contained in the said conditions.
10. The Contract herein contained shall comprise not only the works mentioned above but all subsidiary works connected therewith within the same site as may be ordered to be done from time to time by the Employer for the time being, even if such work may not be described in the said Schedule of specifications and Quantities.
11. All payments by the Employer under this Contract will be made only at Bhubaneswar by cheque only.

12. All disputes arising out of or in any way connected with this agreement shall be deemed to have arisen at Bhubaneswar and only courts in Bhubaneswar shall have jurisdiction to determine the same.
13. This agreement shall be signed in duplicate, the original whereof shall be kept in the custody of the Employer and the duplicate with the Contractor, stamp duty shall be borne and paid by Contractor.

IN WITNESS WHEREOF the Employer has set its hands hereunto and two duplicates hereof through its duly authorized official and Contractor has caused, these presents and two duplicates hereof under its common seal/ by its authorized representative at the place and on the date and year first herein-above written.

SIGNATURE CLAUSE

SIGNED SEALED AND DELIVERED by the National Bank for Agriculture and Rural Development(NABARD) by the hand of Sri

.....
 (Name and Designation)

.....in the presence of

(1).....
 Address

.....

(2).....
 Address.....

SIGNED, SEALED AND DELIVERED BY
 Contractor.....

.....
in the presence of

(1).....
 Address

.....

(2)

Address.....

OR

THE COMMON SEAL OF

..... was hereunto affixed
 pursuant to the resolutions passed by its Board of Directors at the meeting held on

.....
in the presence of

(1)

(2)

Directors who have signed these presents in token in thereof in the presence of

(1).....

(2).....

Directors who have signed these presents in token thereof in the presence of

(1).....

(2).....

SIGNED AND DELIVERED by the Contractor by the hand of Sri its
duly constituted attorney

ANNEXURE-III

GENERAL CONDITIONS OF CONTRACT

1. INTERPRETATIONS:

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

- a) “Owner” /”Employer / Bank” : “Employer” shall mean National Bank for Agriculture and Rural Development (NABARD) with its Regd. Office at C-24, ‘G’ Block, Bandra-Kurla Complex, Bandra(E), MUMBAI-400051 and Regional Office at Ankur , 2/1 , Civic centre , Nayapalli, Bhubaneswar -751015 and shall include his/ their heirs, legal representatives, assignees and successors.
- b) “Contractors” shall mean the person or the persons, firm or company whose tender has been accepted by the Owner and shall include his/ their heirs and legal representatives and the permitted assigns.
- c) “Works” shall mean the works to be executed and recorded in accordance with the Contract and shall include all extra or additional altered or substituted works as required and recorded for the performance of the Contract and “Site” shall mean the land and other places as shown bounded red on the site plan on or under or things, which the works are to be executed or carried out and other lands or places provided by the Employer for the purposes of the Contract.
- d) “Contract Documents” shall include the notice inviting Tender, form of tender ,Instruction to bidders, the Articles of Agreements, the General Conditions of Contract, the Special Conditions of Contract, the Appendices, Technical Specifications, data Sheet and the Schedule of Quantities pertaining to the work. All sections of this Contract Document are to be read together.
- e) “Notice in Writing” or written notice shall mean a notice in writing, typed or printed characters sent (unless delivered personally or otherwise) proved to have been received by registered post to the last known private or business address or registered office of the addressee and shall be deemed to have been received when in the ordinary course of post, it would have been delivered.
- f) “Act of Insolvency” shall mean any Act of Insolvency as defined by the Presidency Town Insolvency Act, or the Provisional Insolvency Act or any Act amending such original.
- g) “Virtual Completion” shall mean that the works are in the opinion of the Employer complete and fit for use.

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

2. SCOPE OF CONTRACT:

The Contractor shall carry out and complete the works in every respect in accordance with the Contract and with the directions of and to the satisfaction of the Employer. The Employer may in absolute discretion and from time to time issue further written instructions, directions and explanations which are hereafter collectively referred to as “instructions” reflected either in the minutes or in any other form in regard to:-

- a) The variations or modification of the design quality or quantity of works or the addition or omission or substitution of any work
- b) Any discrepancy in or divergence between the Drawings or between the Schedule of Quantities and /or Drawings and /or Specifications.
- c) The removal from the site of any material brought thereon by the Contractor and the substitutions of any other materials thereof
- d) The removal and/or re-execution of any works executed by the Contractor
- e) The postponement of any work to be executed under the provisions of this Contract
- f) The dismissal from the works of any person employed thereupon
- g) The opening up for inspection of any work covered up
- h) The amending and making good of any defects
- i) Co-ordination of work with other agencies
- j) The Employer shall have a right to delete any item of work from the scope of contract and contractor shall not make any extra claim on this account. It shall be contractor’s responsibility to maintain the installations installed by him during the defects liability period without any extra cost.
- k) The Contractor shall forthwith comply with and duly execute any work comprised in such Employer's instructions provided always that verbal instructions, directions and explanations given to the Contractor or his representative upon the works by the Employer shall, if involving a variation, be confirmed in writing by the Contractor within 7 days, and if not

dissented from in writing within a further 7 days by the Employer, such shall be deemed to be the Employer instructions within the scope of the contract.

- l) If compliance with the Employer instructions involves any variations, such variation shall be dealt with under “prices for extras etc. Ascertainment of”
- m) Where extra work cannot properly be measured and valued, the Contractor shall be allowed day work prices, provided that a written authority for day work is obtained by the Contractor before the execution of the extra work and provided that in any case vouchers specifying the time daily spent upon the work countersigned by the Employer and the materials employed, shall be delivered for verifications to the Employer not later than the end of the week following that in which the work has been executed.
- n) If the Contractor fails to comply with the Employer’s instructions within a fortnight after the receipt of written notice from the Employer requiring compliance with such instructions, the Employer may employ some other agency to execute any work whatsoever which may be necessary to give effect to such instructions.
- o) For the purpose of entering day to day instructions, the Contractor shall maintain at his own cost a “**Site Instruction Book**” in quadruplicate in which the instructions shall be entered by Employer.

3. DRAWINGS AND SPECIFICATIONS:

The work shall be carried out to the entire satisfaction of the Employer and in accordance with the approved drawings, specifications, and such further drawings and details as may be provided by the Employer and in accordance with such written instructions, directions as to sufficiency and quality of the work and materials shall be final and binding upon all parties.

No drawing shall be taken as in itself an order for execution unless, in addition to the Employer's signature it bears express words stating remark “VALID FOR CONSTRUCTION”. No claim for payment for extra work shall be allowed unless the said work shall have been executed under the provisions of Clause 8 (Authorities, Notices, Patent Rights and Royalties), or by the authorities, directions in writing of the Consultant as herein mentioned.

Any additional prints of drawings, if any, required by the Contractor may be supplied by the Employer but on the payment of charges .

4. SCHEDULE OF QUANTITIES:

The Schedule of the Quantities unless otherwise stated shall be deemed to have been prepared in accordance with the standard procedure of the Employer, and shall be considered to be approximate and no liability shall attach to the Employer for any error that may be discovered therein.

5. SUFFICIENCY OF SCHEDULE OF QUANTITIES

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

6. ERRORS IN SCHEDULE OF QUANTITIES:

Should any error appear in the Schedule of Quantities, other than in the Contractor's prices and calculations, it shall be rectified, and such rectification shall not vitiate the Contract but shall constitute a variation of the Contract and shall be dealt with as an authorized extra or deviation.

7. CONTRACTOR TO PROVIDE EVERYTHING NECESSARY:

The Contractor shall provide everything necessary for the proper execution of the works according to the true intent and meaning of the Drawings, Specifications and Schedule of Quantities taken together whether the same may or may not be particularly shown or described therein, provided that the same can be inferred therefrom and if the Contractor finds any discrepancy in the Drawings, Specifications and Schedule of Quantities, he shall immediately refer the same in writing to the Employer, who shall decide which shall be followed, and his decision shall be final and binding on all parties.

The Contractor shall provide and maintain all measuring and surveying instruments, including steel tape, theodolite and dumpy level at all time for properly carrying out the work and for the use of the Employer including skilled attendants as required.

The Contractor shall supply, fix and maintain at his cost during the execution of any works, all the necessary centering, scaffolding, staging, timbering, strutting, shoring, pumping, fencing, hoarding, watching and lighting by night as well as by day required not only for the proper execution and protection of the public and safety of any adjacent roads, streets, cellars, vaults, pavements, walls, houses, buildings and all other erections, matters or things. The Contractor shall take down and remove any or all such centering, scaffolding, staging, planking, strutting, shoring etc. as occasion shall require or when ordered to do so, and shall fully reinstate and make good all matters and things described during the execution of the works, to the satisfaction of the Employer.

8. AUTHORITIES, NOTICES, PATENTS, RIGHTS & ROYALTIES:

The Contractor shall conform to the provisions of all the statutes relating to the works, and to the regulations and bye-laws of any local Authority, and of any Water, Lighting, of other Companies or Authorities with whose systems the structure is proposed to be connected, and shall before making any variation from the drawings or specifications that may be necessitated by so confirming, give to the Employer written notice, specifying the variations proposed to be made and the reasons for making it and apply for instruction thereon, in case the Contractor shall

not within 10 days receive such instructions, he shall proceed with the work conforming with the provisions or regulations or Bye-laws in question.

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

The contractor shall indemnify the Employer against all claims in respect of patent rights, design, trade marks of name or other protected rights in respect of any construction plant, machine work or material used for in connection with the works or temporary works and against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect thereof or in relation thereto. The contractor shall defend all actions arising from such claims, unless he has informed the Employer before any such infringement and received their permission to proceed, and shall himself pay all royalties, license fees, damages, costs and charges of all and every sort that may be legally incurred in respect thereof.

9. MATERIALS AND WORKMANSHIP TO CONFORM TO DESCRIPTION:

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

If the Contractor contends that any of the materials, goods or workmanship specified as aforesaid, is unobtainable, he shall submit to the Employer, his grounds for his contention and thereupon the Employer shall decide whether the same is unobtainable in fact. If the Employer shall decide that any of the materials, goods or workmanship is in fact unobtainable, they shall issue an order in writing as to be substituted thereof and such order shall be deemed to be an order of variation, such order shall however be got approved by the Employer before issue.

10. THE SETTING OUT:

The Contractor shall at his own expense, set out the works accurately in accordance with the plans. The Contractor shall be solely responsible for the true and perfect setting out of the works, and for the correctness of the position, levels, dimensions and alignment or all parts thereof. If at any time any errors shall appear during the progress or on completion of any part of the work, the Contractor shall at his own cost rectify such error if called upon to the satisfaction of the Employer. The work shall from time to time be inspected by the Employer and /or his /their representatives but such inspections shall not exonerate the Contractor in any way from his obligations to remedy any defects which may be found to exist at any stage of the work or after the same is completed.

11. REMOVAL OF ALL OFFENSIVE MATTERS:

All soil, filth or other matter of an offensive nature taken out of any trench, sewer, drain, cess-pool or other place shall not be deposited on the surface, but shall be at once carried away by the Contractor to some pits or place provided by him and shall be disposed off as per the rules and regulations of the Local Authorities concerned.

12. OPENING UP WORKS:

The Contractor shall notify the Employer in writing immediately when the trenches or excavation shown on drawings are got ready or as soon as any ground is cut into, which from unexpected causes, appear to need immediate attention. After notifying the Employer, he shall await instructions which shall be given within seven days of receipt of such notice. If the Contractor puts in any parts of the foundation before he has so notified the Employer and received instructions, he shall be liable to reinstate all work that may subsequently be, at any time, damaged on account of any defect in or insufficiently of the foundations. The Contractor shall, at request of the Employer within such time as the Employer shall open up for inspection of any other work and should the Contractor refuse or neglect to comply with such requests, the Employer may employ the other workmen to open up the same. If the said work has been covered up in contravention of the Consultant's instructions, or if on being opened up, it be found not in accordance with the drawings, and specifications, the expenses of opening and covering it up again, whether done by the Contractor or such other workmen shall be borne by and recoverable from the Contractor. If the work has not been covered up in contravention of such instructions, and be found in accordance with the said drawing and specification or instructions, then the expenses aforesaid shall be borne by the Employer and be added to the Contract sum.

13. CONTRACTOR'S SUPERINTENDENCE & REPRESENTATIVE ON WORKS:

The Contractor shall give all necessary personal superintendence during the execution of the works and as long thereafter as the Employer may consider it necessary until the expiration of the "Defects Liability Period" stated in Clause 22. The Contractor shall meet the Employer whenever required if so informed by the Employer.

The Contractor shall maintain and be represented on site, at all times while the work is in progress, by responsible and efficient Engineer In-charge, approved by the Employer who must thoroughly understand all the trades entailed and be constantly in attendance, while the men are at work. Any directions, explanations instructions or notices given by the Employer to such Engineer-In-charge shall be deemed to be given to the Contractor and shall be bindings as such on the Contractor. The Engineer-In-charge shall be thoroughly conversant with the English Language and should be able to read, write and speak English.

14. DISMISSAL OF WORKMEN:

The Contractor shall on the request of the Employer immediately dismiss from the works any person Employed thereon who may, in the opinion of the Employer, be unsuitable or

incompetent or who may misconduct himself and such person shall not again be employed or allowed on the work without the permission of the Employer.

15. ACCESS TO WORKS:

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

16. ASSIGNMENT OR SUB-LETTING:

The work included in the Contract shall be executed by the Contractor and the Contractor shall not directly or indirectly transfer, assign or underlet the Contract or any part thereof or interest therein, nor shall take a new partner, without the written consent of the Employer and no undertaking shall relieve the Contractor from the full and entire responsibility of the contract or from active superintendence of the works during their progress.

17. APPROVAL OF SUPPLIERS:

For all supplies, the names of manufacturers /brands have to be got approved by the Employer . All materials will be of tested quality and as per relevant Indian Standards. In addition to the Test Certificates, mandatory tests will also be done on them by the Employer at an approved laboratory at the cost of the Contractor at regular frequency laid down in the relevant Indian Standards.

18. VARIATIONS NOT TO VITIATE CONTRACT:

The contractor shall when directed in writing by the Employer to omit from or vary any works shown upon the drawings or described in the specifications or included in the priced Schedule of Quantities, carry out such directions but the Contractor shall not make any alterations in the provisions of the Contract without such authorization or direction in writing from the Employer. No claim for an extra shall be allowed unless it shall have been executed by the authority of the Employer as herein mentioned. Any such extra is hereinafter referred to as an authorized extra. No variation, i.e. additions, omissions or substitutions shall vitiate the Contract.

The rate of items not included in the Schedule of Quantities shall be settled by the Employer in accordance with the provisions of Clause 20 hereof (Prices for extras etc. Ascertainment of).

19. MEASUREMENT OF WORKS:

The Employer may from time to time intimate the Contractor that he requires the works to be measured and the Contractor shall forthwith attend or send a qualified representative to assist the Employer's representative in taking such measurements and calculations and to furnish all particulars or give all assistance required by either of them.

Should the Contractor omit to attend or neglect or omit to send such representative, then the measurements taken by the Employer or approved by him shall be taken to be the correct measurements. The works shall be measured according to the mode of measurements stated in the general specifications, the measurements shall wherever not mentioned in the tender be taken in accordance with the Indian Standard of "Method of Measurement of Building Works (I.S.1200)" and its latest revisions, if any. Measurements will also be checked /test checked by the Employer, for each trade, and for this the contractor has to render all necessary assistance and co-operation. Concealed works shall be measured and recorded before the contractor is allowed to proceed with back filling connections or making good chases as the case may be.

The Contractor or his representative may at the time of measurement, take such notes and measurements as he may require.

20. PRICES FOR EXTRAS ETC. ASCERTAINMENT OF:

Should it be found from measurements taken in accordance with the previous paragraph that any of the quantities or amounts of works thus ascertained are less or greater than the amounts specified for the works in the priced schedule of quantities and /or that any variation is made from the tender schedule of items by operating additional items called "Extra Items" or "Substitute Items" in substitution of some tendered items, the rate and valuation thereof, of such items unless previously or otherwise agreed upon, shall be made in accordance with the following rules:

(a) (i) The net rate or prices in the original tender shall determine the valuation of the extra item where extra item/ substitute item is of similar character and executed under similar conditions as the work priced therein.

(ii) The net rate or prices in the original tender shall determine the value of the items omitted, provided if omissions vary the conditions under which any remaining items of works are carried out, the prices for the same shall be valued under (b) hereof.

(b) For extra items /substitute items the following method shall hold good.

(i) Where the extra item works are not of similar character and /or executed under similar conditions as aforesaid or where the omissions vary, the conditions under which any remaining items of works are carried out or if the amount of any omission or additions relative to the amount or the whole of the Contract works or to be any part thereof shall be such that in the opinion of the Employer the net rate or price contained in the priced Schedule of Quantities or tender or for any item of the works involves loss or expenses beyond that reasonably contemplated by the Contractor or is by reason of such omission or addition rendered unreasonable or inapplicable, the Employer shall fix such other rate or price as in the

circumstances he shall think reasonable and proper on the basis of actual rate analysis cost of work involved plus fifteen percent (15%) towards Contractor's overheads and profits which shall be final and binding on the Contractor. No escalation shall be entertained on the extra items or deviated items.

(c)The measurement and valuation in respect of the Contractor shall be completed within the "Period of Final Measurement" or within 3 (three) months of the completion of the Contract works as defined under Clause for Certificate of Virtual Completion.

21. REMOVAL OF IMPROPER WORK AND MATERIALS:

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

If the correcting works are not done in accordance with the Contract, the Employer, may allow such work to be got done through other parties at Contractor's risk and cost and in that case they may make allowance for the difference in value together with such further allowance for damages to the Employer as in their opinion may be reasonable.

22. DEFECTS AFTER COMPLETION:

Any defect, shrinkage, settlement unsound construction or other faults in equipment supplied and installed which may appear within the "Defects Liability Period" stated in the Appendix hereto or if none stated, then for a period of twelve months after the Virtual Completion of the work, arising in the opinion of the Employer from materials or workmanship not in accordance with the contract shall upon the direction and writing of the Employer and within such reasonable time as shall be specified therein, be amended and made good by the Contractor at his own cost unless the Employer shall decide that he ought to be paid for such amending and making good. In case of default the Employer may employ and pay other persons to amend and make good such defects, shrinkage, settlements or other faults, and all damages, loss and expenses consequent thereon or incidental thereto shall be made good and borne by the Contractor and such damage, loss and expenses shall be recoverable from him by the Employer or may be deducted by the Employer from the amount retained with the employer vide clause 34 (Certificate and payment) or any money due or that may become due to the Contractor or the Employer may in lieu of such amending and making good by the Contractor, deduct from such money a sum to be determined by the Employer, equivalent to the cost of amending such works, and in the event the said

amount retained under Clause- 34 (Certificate and Payments) and /or the other sums payable to the Contractor being insufficient, recover the balance from the Contractor.

23. CERTIFICATE OF VIRTUAL COMPLETION OF WORKS:

The Contractor shall report in writing to the Employer in the form of a Certificate as per Proforma 'D' annexed hereto as and when the works are completed in all respects. The Employer shall after the verification of the works issue to the Contractor a certificate to be called "Virtual Completion Certificate", and take possession of the completed works. The defects liability period shall commence only after the date of actual possession.

24. OTHER PERSONS ENGAGED BY THE EMPLOYER:

The Employer reserves the right to use the site and any portion of the site for the execution of any work not included in this Contract which he may desire to have carried out by other persons, and the Contractor is to allow all reasonable facilities for the execution of such work, except by special arrangement with the Employer. Such work shall be carried out in such a manner as not to impede the progress of the works included in the Contract, and the Contractor shall not be responsible for any damage or delay which may happen to or be occasioned by such work.

25. UNFIXED MATERIALS:

When any materials intended for the works shall have been placed at site by the Contractor, such materials shall not be removed therefrom (except for the purpose of being used on the works) without the written authority of the Employer and when the Contractor shall have received payment in respect of any Certificate in which the Employer shall have stated that he has taken into account the value of such unfixed materials on the works, such materials shall become the property of the Employer, and the Contractor shall be liable for any loss or damage to any such materials.

26.INSURANCE CONTRACT CONDITIONS – CONTRACTOR'S LIABILITY AND INSURANCE:

(a) From commencement to completion of works, the Contractor shall take full responsibility for the care of the work and for taking precautions to prevent loss or damage to the work to the maximum extent possible and shall be liable for any damage or loss that may arise to the works or any part thereof from any cause whatsoever including causes of lightning explosion, earthquake, storm, Hurricane, floods, inundation, subsidence, landslides, rock slides, riots (excluding civil war, rebellion, revolution and insurrection) or any latent defect and shall at his own cost repair and make good the same so that all the times the work shall be in good order and condition and in conformity in every respect with the requirements of the Contract.

Explanation:

a) For the purpose of this conditions, the expression from the commencement to completion of work shall mean the time commencing from the issue of the Work Order to the Contractor and ending with the taking over defects liability period provided in the agreement.

b) Without limiting the obligations and responsibilities under this conditions, the Contractor shall insure and keep insured the works from commencement to completion, as aforesaid, as increased by 25% of the contract value against the risk of loss or damage from any cause whatsoever including the causes enumerated in the foregoing Clause (a). In the event of there being a variation in the nature and extent of the works, the Contractor shall from time to time increase or decrease the value of the insurance correspondingly. All the premia shall be borne and paid by the Contractor. The said insurance shall also provide for the removal of debris of the lost or damaged works. The said insurance shall be in the joint name of the Employer and the Contractor, Employer name being mentioned first in the policies and the Contractor should deposit with the Employer the said policy or policies before commencing the work. All money payable by the insurer under such Policy/Policies shall be recovered by the Employer only and shall be paid to the Contractor or any other agency of Employer's choice in the installments for the purpose of rebuilding or replacing or repairing the works and /or goods destroyed or damaged as the case may be.

(c) If the Contractor has a blanket insurance policy for all the works to be executed by him, and if the policy covers all the items to be insured under the condition, the said policy shall be assigned by the Contractor in favour of the Employer provided however that if any amount is payable under the policy by the insurers in respect of works other than the work under the Contract, the same may be recovered by the Contractor directly from the insurers.

(d) The Contractor shall indemnify and keep indemnified the Employer against all losses and claims, for injuries or damage to any person or any property whatsoever which may arise out of or in consequence of the construction and maintenance of the work and against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect of or in relation thereto. Before commencing the execution of the works, the Contractor shall without in any way limiting his obligations and liabilities under this condition insure against any damage or loss or injury which may occur to any property including Employer or his or their agents and servants by or in of the execution of this Contract.

(e) The Contractor shall at all times indemnify and keep indemnified the Employer against all losses, claims, damages or compensation under the provisions of the payment of the Wages Act 1936. Minimum Wages Act 1948, Employer's Liability Act, 1938, Workman's Compensation Act, 1923, the Maternity Benefit Act, 1961, Industrial Disputes Act, 1947, and Contract Labour (Regulation and Abolition) Act 1970 and Employees State Insurance Act 1948 or any modification thereof or any other law relating thereto and rules made thereunder from time to time or as a consequence of any accident or injury to any workman or other person in or about the work whether in the employment of the Employer or Contractor or not, and also against all costs, charges and expenses of any suit, action or proceedings whatsoever out of such accident or injury or combination of any such claims.

Without limiting his obligations and liabilities as provided damages or compensation payable under this clause, the Contractor shall also indemnify the employer against damage due to any reason whatsoever to structures, employees, property, man working around etc.

(f) Before commencing the work, the Contractor shall without limiting his obligations and responsibilities under this condition, insure against any loss of life or injury to any personnel in the employment of Contractor /sub-Contractor /nominated sub-Contractor. For this purpose, an insurance shall be taken by the Contractor /Sub-Contractor. Such an insurance shall be taken to include both employees /workmen covered by the Workmen's Compensation Act, 1923, as well those employees /workmen not covered by the said Act. Separate insurance policies may be taken for employees /workmen covered by Workmen's Compensation Act 1923, and employees workmen not covered by the said Act. All the premia shall be paid by the Contractor. Policy /Policies taken under this para for the personnel in employment with the Contractor /Sub-Contractor may be in their Employer's names or the Contractor /sub-Contractors. In the event of any loss or injury to personnel in employment with the Contractor /sub-Contractor /nominated sub-Contractors, the Employee and Contractor shall recover directly from the Insurance Company and ensure that payment of the same is made to the affected parties. The policy in original shall be deposited with the Employer.

(g) The Contractor shall at all times indemnify and keep indemnified the Employer against all losses and claims for injuries or damage to any person or any property whatsoever which may arise out of or in consequence of the construction and maintenance of the work and against all claims, demands, proceedings, damages, costs. Charges and expenses whatsoever in respect of or in relation thereto. Before commencing the execution of the works, the Contractor shall without in any way limiting his obligations and liabilities under this conditions, insure at his cost and expense against any damage or loss or injury which may be caused to any person or property including the Employee or servants of the Employer and the Consultants and their property by or in the course of the execution of the works. Such insurance to be known as the Third Party Insurance shall be in a sum equivalent to two percent of the accepted contract value of the work, subject to the minimum sum of Rupees Five Lakhs. The Insurance policy to be so obtained by the Contractor shall be deposited by the Contractor with the Employer within seven days of its issue by the insurer.

(h) The Contractor shall provide the Employer with documentary evidence from time to time, that he has taken all the insurance policies mentioned in the foregoing paragraphs and that he has paid the necessary premia for keeping the policies valid till the works are completed and handed over to Employer.

(i) The Contractor shall ensure that similar insurance policies are taken out by his sub-Contractors or nominated sub-Contractors, if any. The Contractor shall be responsible for any claim or loss resulting from the failure of the sub-contractors or nominated sub-contractors to obtain such insurance policy. While taking the insurance policies, Contractor should indicate clearly to the insurance companies that policies issued shall cover their Sub-Contractor and nominated sub-Contractors also.

(j) If the Contractor and /or his sub-Contractor or nominated sub-Contractor, if any, shall fail to effect and keep in force the insurance referred to above or any other insurance which he /they may be required to effect under the terms of the Contract, then in any such case, the employer may, without being bound to effect and keep in force any such insurance policy and pay such premium or premia, as may be necessary for that purpose from time to time and deduct the amount so paid by the Employer from any money due or becoming due to the Contractor recover the same as a debt due from the Contractor.

(k) All insurance to be effected by the Contractor, and /or his sub-Contractors, or nominated sub-Contractors, if any, shall be taken only with the insurance Company to be approved by the Employer.

(l) Without prejudice to any of its obligations and responsibilities under this condition, the Contractor shall, within 30 days from the date of the Work Order and thereafter at the end of each quarter submit a report to the Employer in Pro-forma 'C' annexed hereto the detailed information on the Insurance Policies as prescribed in the said pro-forma together with relevant documentary evidence.

(m) No work shall be commenced by the Contractor unless and until he has obtained the insurance or insurance required to be obtained by him under or by the foregoing clauses and no work shall be carried out or continued by the Contractor unless and until such insurance is current and valid at that time. All the receipts in original along with two photo copies thereof, for the payment of the premia shall be furnished by the Contractor to the Employer. The original receipt will be returned to the Contractor after verification. The Employer reserves the right for payment on works done subject to fulfillment of this condition .

(n) In the event of any claim for insurance becoming due on account of any eventuality covered by the respective insurance policy/ policies, the Contractor shall reinstate the installation, replace the materials or equipment or pay compensation to the effected personnel /Employees without waiting for settlement of the claim from insurance company.

(o) If the Contractor shall not perform and observe any of the duties and obligations devolving upon him hereunder, and such omission or breach by the Contractor shall involve the Employer in any liability tortuous or otherwise and /or loss or damage, the Employer shall be entitled to the restitution of such loss or damage and shall be entitled to recover the amount of restitution from any amount due to the Contractor from the Employer under this Contract or any other Contract.

(p) Upon occupation of the work, the Employer shall take out parallel insurance, to insure all persons who are not the Contractor's or the sub-Contractor's or the nominated sub-Contractor's or the agent of the Employer authorized representatives on getting the occupation certificate, the Employer will maintain their own insurance/ Policy and the Contractors will cease to be responsible for the insurance.

(q) As the Employer shall ensure the validity of the insurance policies . The Contractors shall hand over the insurance policies to the Employer. The contractors shall have to ensure that the insurance Policies are progressively extended.

(r) The Employer's insurance policy shall cover the risk for Employer's agents etc. The Employer shall insure the structure in totality on obtaining possession of the building and other structures/ works.

27. TO DEFINE TERMS AND EXPLAIN PLANS:

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

28. DATE OF COMPLETION:

On receiving the work order, the Contractor shall thereupon and forthwith begin the works and shall proceed regularly with and complete the same in accordance with the program of construction to the entire satisfaction of the Employer by theday of20- -, subject nevertheless to the provisions for extension of time hereinafter contained. The Contractor shall not have any lien or charges on the site, building and /or any other plant, equipment, machinery etc. lying on the site in respect of any of his claims arising under the Contract or otherwise.

29. DELAY AND EXTENSION OF TIME:

If in the opinion of the Employer the works delayed (a) by force majeure or (b) by reason of any exceptionally inclement weather or (C) by reason of proceedings taken or threatened by the dispute with adjoining or neighboring owners or public authorities arising otherwise than through the Contractor's own default or (d) by the works or delays of other Contractors or tradesmen engaged or nominated by the Employer and not referred to in the Schedule of Quantities and /or Specifications or (e) by reason of the Employer's instructions as per clause (g), or (f) by reason of civil commotion, legal combination of strike or lock out affecting any of the building traders or (g) in consequence of the Contractor not having in due time necessary instructions from the Employer for which he shall have specifically applied in writing, ahead of time, giving the consultant reasonable time to prepare such instructions, the Employer shall make a fair and reasonable extension of time for completion of the Contract works. In case of such strike or lockout, the Contractor shall as soon as may be given written notice thereof to the Employer, but the Contractor shall nevertheless constantly use his endeavours to prevent delay and shall do all that may reasonably be required to the satisfaction of the Employer to proceed with the work. The Contractor shall take all practicable steps to avoid or reduce any delay in the execution and completion of the works arising out of:

(a) Force Majeure

(b) Exceptionally inclement weather

- (c) Loss and damage by fire and earthquake
- (d) Civil commotion, lock-out, strike etc
- (e) Employer's instruction, as the case may be
- (f) Delay on the part of the nominated sub-Contractor or nominated supplier
- (g) Delay on the part of the other Contractors employed by the Employer

30. DAMAGES FOR NON-COMPLETION:

(a) If the Contractor fails to complete the works by the date named in Clause 28 (date of completion) or within any extended time under clause 29 (Extension of Time) and if the Employer shall certify in writing on or before the date of issue of the Certificate for the last payment to which the Contractor may become entitled here under that the works could reasonably have been completed by the date or within the said extended time, then the Contractor shall pay or allow the Employer the sum to be worked out as 0.25% of the accepted contract value per week to be recovered as Liquidated Damages (and not by way of penalty) for the delay, beyond the said date or extended time, as the case may be during which the works shall remain unfinished and such damages may be deducted from any amount due or which may become due to the Contractor. The maximum amount of Liquidated damages shall be 5% of contract price.

(b) Without prejudice to the right of the Employer to recover from the Contractor, the liquidated damages under the foregoing clause, the Employer shall be entitled to recover from the Contractor's compensation for any loss or damage arising to the Employer from such breach of the Contract or any breach of the Contract by the Contractor including compensation under the following period.

i. Compensation payable to the other agencies in consequence of the prolongation of the Contract period

ii. Compensation for the cost incurred by the Employer to maintain the on-site and off-site establishment in consequence of the breach of the Contract committed by the Contractor to so complete the work.

iii. Compensation for the cost incurred by the employer to pay the rents of premises intended to be vacated upon the completion of the building under this Contract.

iv. Compensation for the loss of interest on the funds invested in the execution of works, such interest being at a rate of 3% higher than the lending rate by the Nationalized Banks.

The deduction of such sum shall not, however, absolve the Contractor of his responsibility and obligations to complete the work in its entirety.

31. FAILURE BY CONTRACTOR TO COMPLY WITH EMPLOYER'S INSTRUCTIONS:

If the Contractor after receipt of written notice from the Employer requiring compliance, with such further drawings and /or instructions, fails within seven days to comply with the same, the Employer may employ other persons to execute any such work whatsoever as may be necessary to give effect thereto and all costs incurred in connection therewith shall be recoverable from the Contractor by the Employer as a debt to be deducted by him from any amount due or to become due to the Contractor.

32. EMPLOYER'S DELAY IN PROGRESS:

The Employer may delay the progress of the works in case of rains or otherwise, without vitiating the Contract and granting such extension of time for the completion of the Contract as he may think proper and sufficient in consequence of such delay and the Contractor shall not make any claim for compensation or damage in relation thereto.

33. SUSPENSION OF WORKS:

If the Contractor except on account of any legal restraint upon the Employer preventing the continuance of the works, on account of any of the clauses mentioned in clause 29 (Extension of time) in the case of a certificate being withheld or not paid when due, shall suspend the works, or, in the opinion of the Employer shall neglect or fail to proceed with due diligence in the performance of his part of the Contract or if he shall more than once make default in the respects mentioned in clause 21 (Removal of improper work and materials), the Employer shall have power to give notice in writing to the Contractor requiring that the works be proceeded with a reasonable manner and with reasonable dispatch. Such notice shall not be unreasonably given and must signify that it purports to be a notice under the provisions of this clause and must signify the act or defaults on the part of the Contractor upon which it is based. After such notice shall have been given, the Contractor shall not be at liberty to remove from the site of work, or from any ground contiguous thereto, any plant or materials belonging to him which shall have been placed thereon for the purpose of the works and the Employer shall have lien upon such plant and materials to subsist from the date of such notice being given until the notice shall have been complied with.

If the Contractor shall fail for 7 (seven) days after such notice has been given to proceed with the works as therein prescribed, the employer may enter upon and take possession of the work and of all such plant and materials thereon intended to be used for the work, and the Employer shall retain and hold lien upon all such plant and materials until the works shall have been completed under powers hereinafter conferred upon him. If the Employer shall exercise the above power, he may engage any other person to complete the works and exclude the Contractor, his agents and servants, from entry upon or access to the same, except that the Contractor or any person appointed in writing may have access at all reasonable times during the progress of the works to inspect, survey and measure the works.

Upon the completion of the work the Employer shall certify the amount of the expenses properly incurred consequent on and incidental to the default of the Contractor as aforesaid and in completing the works by other persons. Should the amount so certified as expenses properly incurred be less than the amount which would have been due to the Contractor upon the completion of the works by him, the difference shall be paid to the Contractor by the Employer, should the amount of the former exceed the latter, the difference shall be paid by the Contractor to the Employer. The Employer shall not be liable to make any further payment or compensation to the Contractor for or on account of the proper use of the plant for the completion of the works under the provision hereinbefore mentioned other than such payment as included in the Contract. After the works shall have been so completed by persons other than Contractor, under the provision hereinbefore contained, the Employer shall give notice to the Contractor, to remove his plant and all surplus materials as may not have been used in the completion of the works from the site. If such plant and materials are not removed within a period of 14 days, after the notice shall have been given, the Employer may remove and sell the same holding the proceeds, less the cost of the removal and sale to the credit of the Contractor. The Employer shall not be so responsible for any loss sustained by the Contractor from the sale of the plant in the event of the Contractor not removing it after notice.

34. CERTIFICATE AND PAYMENT:

A. Contract Certificates:

The Contractor shall be paid by the Employer from time to time by installments on account of the works executed when in the opinion of the Employer, work out to the approximate value named in the Appendix as "Value of work for Interim Payments" (or less at the reasonable discretion of the Employer) has been executed in accordance with this Contract subject however, to a retention of the percentage of such value named in the Appendix hereto as "Retention percentage for Interim Payments" until the total amount retained shall reach the sum named in the Appendix as "total Retention Money" after which time the installments shall be up to the full value of the work subsequently so executed and fixed in the Building. And the Contractor shall be entitled to the payment of the Final Balance in accordance with the Final Certificate to be issued in writing by the Bank's Engineer at the expiration of the period referred to as "the Defects Liability period" in the Appendix hereto from the date of Virtual Completion or as soon after the expiration of such-period as the works shall have been finally completed and all defect made good according to the true intent and meaning thereof whichever shall last happen, provided always that 'on account' payments during the progress of the works or at or after that completion shall not relieve the Contractor from his liability under clause 2 and 22 nor relive the Contractor of his liability in cases of fraud, dishonesty or fraudulent concealment relating to the works or materials or to any matter dealt with in the Certificate, and in case of all defects and insufficiencies in the works or materials which a reasonable examination would not have disclosed. The Employer shall have power to withhold any payment for the works or any parts thereof are not being carried out to his satisfaction.

B. The Contractor shall be entitled to receive payment of 50% of total security amount after virtual completion and balance 50% at the end of the defects liability period, provided the defects are made good, according to the true intent and meaning hereof after due completion of work.

Provided always that the issue by the Employer of any certificate during the progress of the works or after their completion shall not have effect as a Certificate of satisfaction or relieve the Contractors from his liability under clause 22 and within the extent and period provided by the Statute or Limitations provided always that the interim certificate and the final certificate issue by the Employer shall also be accompanied by another Certificate to the effect that relevant work has been carried out generally as per the drawings and specifications approved by them.

C. The Contractor shall submit interim bills after recording measurements by Employer jointly with Contractor at site in the measurement book. This is not only to regulate the correctness of the quantity but also to facilitate expeditious clearing of the bills.

F. The Employer shall carry out checking /test checking of measurement as and when required.

G. The Contractor shall be paid 75% of the value of the materials brought and stacked at site on a Certificate, issued by the Employer in regard to quantity and in conformity with the Contract Specifications. This amount payable shall be 75% of the value of the materials as per the actual purchase vouchers or 60% of the accepted unit rate of the Tender items whichever is less. Items to qualify for this are as per Pro-forma 'E' (enclosed).

However, this advance will be given to the contractor against the undertaking as per the pro-forma B. On payment of 75%, the property goods shall vest in the Employer and the contractor will keep it in his custody indemnifying the Employer against any damage, loss, theft or mishap attributable to their storage.

H. The final bill shall be submitted by the Contractor within three months of Virtual Completion Certificate received from the Contractor duly endorsed by the Employer and such bill shall be settled and certified for payment by the Employer within six months of the submission of the bill.

I. The Contractor shall submit extra/deviated items of work in pro-forma approved by Employer. Contractor shall without fail, submit along with his R.A. Bills /Final Bills, the test certificates to the Employer for concrete, steel and cement as also chemical analysis for basic materials like fine and coarse aggregate, cement, construction water, reinforcement steel etc. all in conformity with latest relevant I.S. Codes, as also concrete cube test results for the concrete poured at work site. Such test certificates and result shall be presented to and certified for acceptance in consultation with the Employer before submission along with R.A. Bills /Final Bills. R.A. Bills /Final Bill received without the test certificates /results duly approved by Employer shall be returned to the Contractor for the reason of the same being not submitted duly.

35. NOTICES:

Notices of the Employer to the Contractor may be served personally or by being left at or sent by registered post to the last known place of abode or business of the party to whom the same is given or in the case of the Contractor by being left on the works. In the case of company or Corporation, Notices may be served at or sent by registered post to the Registered Office of the

Company or Corporation. Any notice sent by registered post shall be deemed to be served at the time when in the ordinary course of post, it would be delivered.

36. TERMINATION OF CONTRACT BY THE EMPLOYER:

If the Contractor being an individual or a firm, commits any “Act of Insolvency” or shall be adjudged as Insolvent or being an incorporated Company shall have an order for compulsory winding up or applies for voluntary winding up or subject to the supervision of the Court and of the Official Assignee or the Liquidator in such acts of Insolvency or winding up shall be unable within seven days after notice to him requiring him to do so, to show to the reasonable satisfaction of the Employer that he is able to carry out and fulfill the Contract, and to give security therefore, if so required by the Employer.

Or if the Contractor (whether an individual, firm or incorporated company) shall suffer execution to be issued, or shall suffer any payment under this Contract, to be attached by or on behalf of any of the creditors of the Contractor or shall assign or sub-let the Contract without the consent in writing of the Employer first obtained.

Or shall charge or encumber this Contract or any payments due or which might become due to the Contractor thereunder.

Or if it is noticed by the Employer that the Contractor

(i) has abandoned the Contract, or

(ii) has failed to commence the works, or has without any lawful excuse under these conditions suspended the progress of the works for seven days after receiving from the Employer written notice to proceed, or

iii) has failed to proceed with the works with such due diligence and failed to make such due progress as would enable the works to be completed within the time agreed upon, or

iv) has failed to remove materials from the site or to pull down and replace work for seven days after receiving from the Employer written notice that the said materials or work were condemned and rejected by the Employer under these conditions, or

v) has neglected or failed persistently to observe and perform all or any of the acts, matters or things by this Contract to be observed and performed by the Contractor for seven days after written notice shall have been given to the Contractor requiring the Contractor to observe or perform the same, or

vi) Has to detriment of good workmanship or in defiance of the Employer's instructions to the contrary sublet any part of the Contract. Then in any of the said cases the Employer may, notwithstanding any previous waiver, terminate the Contract . And further, the Employer, may enter upon and take possession of the work and all plant, tools, scaffoldings, sheds, machinery, stem and other power, utensils and materials lying upon the premises or the adjoining lands or

roads and use the same as his own property or may employ the same by mean of his own servants and workmen carrying on and completing the works or by employing any other Contractors of other persons to complete the works, and the Contractor shall not in any way interrupt or do any act, matter or things to prevent or hinder such other Contractor or other person or persons employed for completing and finishing or using the materials and plant for the works.

When the works shall be completed or as soon thereafter as convenient, the Employer shall give a notice in writing to the Contractor to remove his surplus materials and plant, and should the Contractor fail to do so within a period of 14 days after receipt thereof by him the Employer shall sell the same by public auction,, and shall give credit to the Contractor for the amount realized after deducting therefrom the costs of removal and sales by the Employer and the expenses or loss which the employer shall have been put to in procuring the works to be completed and the amount, if any, owing to the Contractor and the amount which shall be so certified shall thereupon be paid by the employer, to the Contractor, or, by the Contractor to the Employer, as the case may be, and the certificate of the Employer shall be final and conclusive between the parties. On termination of the Contract, the Contractor shall forthwith remove himself and his workmen from the works site.

37. TERMINATION OF THE CONTRACT BY THE CONTRACTOR:

If payment of the amount payable by the Employer shall be in arrears and unpaid for 30 (thirty) days after notice in writing requiring payment of the amount with interest as aforesaid shall have been given by the Contractor to the Employer (or if the Employer interferes with or obstruct issue of any Certificates), or the Employer commits and ‘Act of Insolvency”, or if the Employer being an individual, or firm shall be adjudged insolvent or have an incorporated company shall have an order made against it or passes effective resolution for winding up either compulsory or subject to the supervision of the Court or Voluntarily, or if the official Assignee of the employer shall repudiate the Contract, or if the notice to him requiring him to do so, to show to carryout and fulfill the contract and to make all payments due, and to become due hereunder and if required by the Contractor, to give security for the same, or if the works be stopped for 3 (three) months under an order of the Employer or by any injunction or other orders of any court of law, then and in any of the said cases, the Contractor shall be at liberty to determine the contract by notice in writing to the Employer, and he shall be entitled to recover from the Employer, payment for all works executed and for any loss he may sustain upon any plant or material supplied or purchased or prepared for the purpose of the Contract.

In arriving at the amount of such payment, the net rates contained in the Contractor’s original tender shall be followed, or where the same may not apply, valuation shall be made in accordance with clause 20 (Prices for Extras etc., Ascertainment of) hereof.

38. MATTER TO BE FINALLY DETERMINED BY THE EMPLOYER:

The Employer's decision, opinion, direction, Certificates (except for payments) with respect to all or any of the matter under clauses 2,7,9,19,25,29 (a), (b), (c), (d), (f) and the schedule of rates as contained in part-II, hereof and as to the exercise by him under clause 21 of the right to have any works opened up, (which matters are here in referred to as the excepted matters) shall be final and conclusive and binding on the parties hereto and shall be without appeal.

39. FORECLOSURE OF CONTRACT IN FULL OR IN PART:

If at any time after acceptance of the tender, the Employer shall decide to abandon or reduce the scope of the works for any reasons whatsoever and hence not require the whole or any part of the works to be carried out he shall inform the Contractor in writing to that effect and the Contractor shall have no claim to any payment or compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived from the execution of the works in full but which he did not derive in consequence of the foreclosure of the whole or part of the works. The Contractor shall be paid at the Contract rates full amount for works executed at site, and in addition, reasonable amount for the value of such materials (which material shall thereupon become the property of the Employer) and also allowances as the Employer may think reasonable and fair in respect of (a) any expenditure incurred by the Contractor towards preliminary works etc., and (b) other reasonable and proper engagement, the Contractor may have entered into for carrying out the work.

40. INSPECTION OF SITE AND SUFFICIENCY OF TENDER:

(a) The Contractor shall inspect and examine the site and its surrounding and shall satisfy himself before submitting his tender as to the nature of the site, the quantities and nature of the work and materials necessary for the completion of the works and means of access to the site, the accommodation he may require and in general, shall himself obtain all necessary information as to risk, contingencies and other circumstances which may influence or affect his tender.

(b) The Contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the rates and prices quoted in the Schedule of work /items /quantities or in Bill of Quantities, which rates and prices shall, except as otherwise provided, cover all his obligations under the Contract and all matters and things necessary for proper completion and maintenance of the works.

(c) No extra charges consequent to any misunderstanding or otherwise shall be allowed.

Notice to Local Bodies:

The Contractor shall comply with and give all notices required under any law, rule, regulations, or bye-law of parliament, State Legislature or Local Authority relating to works. The Contractor shall before commencing the execution of work issue a certificate to the Employer that he has obtained all the permissions /Registrations and give all the notices as are required to be obtained or given under law particularly blasting permission, the Police permission etc.

41. TOTAL SECURITY DEPOSIT:

Total Security Deposit shall comprise:

- a) Earnest Money Deposit
- b) Initial Security Deposit
- c) Retention Money

(A) EARNEST MONEY DEPOSIT:

The tenderer shall deposit an amount of Rs. 25,000.00 (Rupees Twenty five Thousand only) in the form of Bank Draft drawn in favour of National Bank for Agriculture & Rural Development, Bhubaneswar and attach receipt /draft at the time of submission of tender as the Earnest Money. No tender shall be considered unless the Earnest Money is so Deposited. No interest shall be paid on this earnest money deposit. The earnest money of the unsuccessful tenderer will be refunded without any interest, soon after the decision to award the work is taken. The Earnest Money Deposit shall stand absolutely forfeited if the tenderer invokes his tender at any time during the period when he is required to keep his tender open for acceptance by the Employer, or if, after the tender is accepted, the Contractor fails to enter into a formal agreement /or if he fails to pay the security deposit as stipulated /or if he fails to commence the work within stipulated time limit. The contractor can submit bank guarantee in lieu of EMD as per the format enclosed.

(B) INITIAL SECURITY DEPOSIT:

The successful tenderer to whom the Contract is awarded shall deposit as initial security deposit by Bank Draft a sum to make up 2% of the value of the accepted tender after the appropriation of the Earnest Money Deposited by him. The successful tenderer shall pay Initial Security Deposit within **fifteen days** after receiving the letter of acceptance of his tender. No interest shall be paid on this security deposit. The initial security deposit, either in whole or in part thereof, shall be forfeited in the event of the Contractor's failure to observe any terms of this Contract/ or non-compliance with the conditions of the Contract. The initial security deposit amount will be adjusted or included in the retention money as per sub-Clause 'C' herein below. The contractor may also submit bank guarantee in lieu of the ISD as per the format enclosed.

(C) RETENTION MONEY:

Apart from the initial security deposit to be made by the Contractor as aforesaid, the retention money shall be deducted from running bills @ 5% of the gross value of work done after adjusting the initial security deposit and claimed in each running account bill. Provided that the total security deposit i.e. the EMD, the initial security deposit amount plus the retention amount shall put together not exceed 5% of the Contract price as determined after considering all variations as approved.

On virtual completion of the job and on the Contractor's submitting to the Employer the "As Built Drawings", the Employer shall declare the job to be virtually complete and upon this an amount equivalent to 50% of the total security deposit will be refunded to the Contractor and the balance shall be retained by the Employer till the end of the Defects Liability Period (12 months reckoned from the completion /handing over the installation to the Employer, whichever is later). All maintenance and repair costs during aforesaid Defects Liability Period of 12 months

shall be borne by the Contractor. The Contractor shall have the option to have the balance retention money replaced by a Bank Guarantee of equivalent amount, which will be retained with the Employer till the end of the said Defects Liability Period. Such balance of retention money shall be released only upon expiry of the Defects Liability Period and on determination and settlement of the Contractor's Final Bill, whichever is later.

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

42, ARBITRATION

(i) If any dispute, difference or question shall at any time arise between the parties as to the construction of this Agreement or concerning anything or as to the rights, liabilities and duties of the parties hereunder, except in respect of matters for which it is provided hereunder that the discussion of the Employer or its Chief Engineer is final and binding, the same shall be referred to conciliation or arbitration after giving at least 30 days notice in writing to other (herein after referred to as the "Notice for Conciliation/ Arbitration") clearly setting out the items of dispute to a Conciliator or the sole arbitrator who shall be appointed as herein after provided for the purpose of appointing the conciliator or the sole arbitrator referred above the Employer shall send to the contractors within thirty days of the "Notice of Conciliation/ Arbitration" a panel of three names of persons who shall be presently unconnected with the organisation of the Employer of the contractor.

(ii) The contractor shall on receipt of the names as aforesaid select any one of the persons so named to be appointed as the Conciliator or Sole Arbitrator, as the case may be and communicate his name to the Employer within fifteen days of receipt of the names. The Employer shall thereupon without any delay appoint the said person as the Conciliator or the Sole Arbitrator.

(iii) If the Employer fails to send to the contractor the panel of three as aforesaid within the period specified, the contractor shall send to the Employer a panel of three names of persons who shall be unconnected with either party. The Employer shall on receipt of the names as aforesaid select any one of the persons name and appoint him as the conciliator or the Sole Arbitrator. If the Employer fails to select the person and appoint him as the Conciliator or Sole Arbitrator within 30 days of receipt of the panel and inform the contractor accordingly, the contractor shall be entitled to appoint one of the persons from the panel as the Conciliator or the Sole Arbitrator and communicate his name to the Employer.

(iv) If the person so appointed is unable or unwilling to act or refuses his appointment or vacate his office due to any reason whatsoever, another person shall be appointed as aforesaid.

(v) The Conciliator/ Arbitration shall be governed by the Conciliation and Arbitration Act. 1996 as in force from time to time, where the parties do not agree with the conciliator and appointed an Arbitrator(s) the award of the Arbitrator(s) shall be final and binding on the parties. It is hereby agreed that in all disputes referred to Arbitration, the Arbitrator shall give a separate

Award in respect of each dispute of difference in accordance with the terms of the reference and the Award shall be a reasoned Award.

(vi) The fees, if any, of the Conciliator or the Arbitrator shall initially be paid in equal proportion by each of the parties. The cost of the Conciliation/ Arbitration including the fees, if any of the Conciliator or the Arbitrator, shall be directed to finally borne and paid by such party or parties to the dispute, in such manner or proportion as may be directed by the Conciliator or the Arbitrator as the case may be in the Award.

(vii) The Employer and the contractors also hereby agree that the arbitration under this clause shall be a condition precedent to any right to action under the contract with regard to the matters hereby expressly agreed to be so referred to Arbitration.

(viii) The Contractor shall continue the construction works with due diligence and speed so as to complete the same within the period agreed upon, notwithstanding any dispute or difference or question is referred to arbitration. The works shall not be delayed on account of any such reference made to the Arbitrators.

43. TECHNICAL AUDIT CLAUSE:

(i) The work is liable to be technically audited by the Chief Technical Examiner of the Central Vigilance Commission, Government of India from time to time. Any defects, improvements or testing etc. pointed out by the Chief Technical Examiner should be carried out by the Contractor at his own cost and any deduction suggested by the CTE will be effected.

(ii) The Employer shall have a right to cause a technical examination and audit of works and the final bills of the Contractor including all supporting vouchers, abstract, etc. to be made at the time of payment of the final bill. If as a result of his examination or otherwise any sum is found to have been overpaid in respect of any work done by the Contractor under the contract, the Contractor shall be liable to return the amount of over payment and it will be lawful for the Employer to recover the same from any sum or sums due to him and in any other manner legally permissible and if it is found that the Contractor was paid less than what was due to him under the contract in respect of any work, executed by him under the contract, the amount of such under payment shall be duly paid by the Employer.

(iii) Any sum of money due and payable to the Contractor (including security deposit returnable to him) under this contract may be appropriated by the Employer and set off against any claim of the Employer for the payment of a sum of money arising out of or under any other contract made by the Contractor with the Employer.

APPENDIX TO GENERAL CONDITIONS OF CONTRACT

- a) Earnest Money Deposit : Rs. 25,000/- (Rupees twenty five thousand only)
- b) Initial Security Deposit : 2% of total accepted value after adjusting EMD
- c) Retention Money : 5% after adjusting ISD
- d) Defects Liability Period : 12 months (Twelve) months after the date of virtual completion)
- e) Date of commencement : From the date of the work order .
- f) Date of Completion : 08 months from the date of work order
- Agreed Liquidated Damages : 0.25% of the accepted contract value per week of delay for each week beyond the scheduled date of completion or the extended period of completion of the works remain incomplete up to a maximum of 5% (five percent only) of the accepted contract value
- g) Period of Final Measurement : Three months from date of virtual completion
- h) Minimum value of work for the issue of Interim Certificate : Rs. 5 (Five) lakhs
- i) Period of honouring Interim Certificate : i) Ad-hoc 75% to be paid by Employer within 10 working days from the date of submission of bill in Regional Office, Bhubaneswar certification of Bank's engineer
- ii) Balance 25%- within 40 days from the date of submission of bill in the Regional Office, Bhubaneswar on certification of Bank's engineer

j) Period of honouring
Final Bill : Six months from the date of submission of bill
on certification of Bank's engineer

Witness
Signature of Contractors

44. IEEMA PRICE VARIATION CLAUSE FOR ELEVATOR WORKS CONTRACT

The price quoted/ confirmed is based on the cost of raw materials/ components and labour cost on the date of quotation and the same is deemed to be related to the wholesale price index for metal products and All India coverage consumer Price Index Number for Industrial Workers as special below in case of any variation in these index number, the price shall be subject to adjustment up or down in accordance with the formula :

$$P = PO/100 [15 + 55 MP/ MPO + 15 WO(D)/ WO + 15 WO(I)/ WO]$$

Herein

P = Price payable as adjusted in accordance with the above price variation formula.

PO = Price Quoted/ Confirmed

MPO = Whole sale price index numbers for metal products as published by the Office of the Economic Adviser, Ministry of Industry, Government of India, in their weekly bulletin revised index number of whole sale price, (Base : 1981, 82 = 100) for the week ending on the 1st Saturday of the relevant calendar month.

WO = All India Average Consumer Price Index Number for Industrial Workers (Base : 1982 = 100) as published by the Labour Bureau, Ministry of Labour, Government of India for the relevant calendar month.

The above index numbers MPO & WO are those published by IEEMA as prevailing on the first working day of the calendar month, four months prior to the date of opening of revised price bid eg. When offer is submitted and opened in June, 1989, then the applicable index MPO will be as prevailing on the 1st Saturday of February 1989 and WO All India Average Consumer Price Index Number would be that for the month of February, 1989.

MP	Whole sale price index number products	The applicable wholesale price index
As published by the Office of the		would be number of metal products
Economic Adviser, Ministry of Industry,	that prevailing on the	“Saturday of
Government of India in their weekly	the month covering the date of four	months prior to the date of delivery
Bulletin revised Index Number of		& would be as published by Ieema.
Wholesale Prices (Base : 1981-82 = 100)		

WO(D-)All India Average Consumer Price Index Number for industrial Workers (BASE : 1982 = 100) As publish by the Labour Bureau, Ministry of Labour, GoI

The applicable All India Average Consumers Price Index Number for industrial workers as published by the labour Bureau, Ministry of Labour, Government of India, would be for the month, four months prior to the date of delivery of manufacture materials.

WO(I)All India Average Consumer Price Index Number for Industrial Workers (BASE 1982 = 100) as published by the Labour Bureau, Ministry of Labour, Government

The applicable All India Average Consumer Price Index Number for Industrial Workers as published by the Labour Bureau, Ministry of India. Labour, Government of India, would be for the month, four months prior to the date of completion of installation/ progress parts of installation.

For example, if the date of delivery in terms of the clause given below falls in December, 1989, the applicable index 'MP' would be as prevailing in the week ending of the 1 "Saturday of August 1989 and WO(D) will be for the month of August, 1989. If the date of completion of installation (part of installation) 1' June1990 the applicable WO(I) will be the months of February, 1990.

The date of delivery shall be the date on which the manufactured materials are notified as being ready for inspection/ dispatch (In the absence of such notification the date of the manufactures dispatch note shall be considered as the date of delivery or the contracted delivery date (including any agreed extension thereto), whichever shall be earlier.

The date of completion of installation (or progress part of installation) shall be the date on which work is notified as being completed and is available for inspection. In the absence of such notification, the date of the manufacturers not intimating such completion shall be considered as the crucial date of the contracted completion sate for such installation or part of installation, whichever shall be earlier.

The wholesale Price Index Number for metal products is published weekly by the Office of Economic Advisor, but if there are any changes, the same shall be incorporated in the issue appearing the following week. For the purpose of this Variation of this Variation Clause, the final figure shall apply.

PRICE ADJUSTMENT

The price quoted by Tenderer will be kept valid for acceptance for 120 days from the date of this quotation. The agreed contract price which is subject to adjustment as per IEEMA price Adjustment Provision included in the contract shall be valid for the original contract of

completion and an additional period of 12 months. Should the said period be extended beyond this stipulated time due to

- (i) Failure on purchase part to effect all advance payments as per agreed payment schedule, (ii) failure on purchase part to provide or approve drawings required for the manufacture of the contract, (iii) delay in completion of hoist way and machine room (iv) force majeure conditions, tenderer will submit the current price to purchaser, tenderer will programme the supply and installation of the equipment.

Proforma-A
PROFORMA OF BANK GUARANTEE TOWARDS PERFORMANCE BOND
(On Non-Judicial Paper of Appropriate value)

To,

Dear Sirs,

M/s have taken tender for the work of for the tender conditions of the contract provide that the contract shall pay a sum of Rs. (Rupees only) as initial/ full security deposit, in the therein mentioned. The form of payment of Security Deposit included in case of defaults.

The said has approached us and at their request and in consideration of the premises we having our Office at have agreed to give such guarantee as hereinafter mentioned.

1. We hereby undertake and agreed with you that of default shall be made by M/s in performing any of the terms and condition of the tender of in payment of any money payable to we shall on demand pay to you in such manner as you may direct the said amount of Rupees only or such portion thereof not exceeding the said sum as you may from time required.

2. You will have the full liberty without reference to us and without effecting this guarantee, postpone for any time or from time to time the exercise of any of the power and rights conferred on you under the Contract with the said and to enforce or to ford from endorsing any powers or rights or any reason of time being given to the said which under law relating to the sureties would but for provision have the effect of releasing us.

3. Your right to recover the said sum of Rs. (Rupees..... only) from us in the manner aforesaid will not be affective or suspended by reason of the fact that any dispute or disputes have been raised by the said M/s and/ or that may dispute or disputes are pending before any office, tribunal or court.

4. The guarantee herein contained shall not be determined or affected by the liquidation or winding up, desolation or change of constitution or insolvency of the said but shall in all respect and for all

purposes be binding and operative until payment of all money due to you in respect of such liabilities is paid.

5. Our liability is under the guarantee is restricted to Rupeesonly. Our guarantee shall remain in force until unless a suit action to enforce a claim under this guarantee is filed against us within six months from (which is date of expiry of guarantee) all your rights under the said guarantee shall be forfeited and we shall be relieved and discharged from all liabilities thereunder.

6. We have authority to issue this guarantee in your favour under Memorandum and Articles of Association and the undersigned has full authority to do so by virtue of the Power of Attorney dated granted to him by the Bank and bind the Bank thereby.

Yours faithfully

.....
Bank by its constituted Attorney
Signature of a person duly authorised to
Sign on behalf of the Bank

GUARANTEE AGAINST ADVANCE PAYMENT

This deed of guarantee made this day of between and wherever the context so require includes its successors and assigns hereinafter called “the surety” a company registered under the Companies Act of 1956 and having its Registered Office at and wherever the context so required includes its successors and assigns, hereafter called “the Owner”.

Whereas M/s a company registered under the companies Act of 1956 and having its Registered Office at and wherever the context so required includes its successors and assigns, hereafter called “the Contractor” has undertaken to as per terms and conditions mentioned in the :

- (a) Letter of Indent No. dated
- (b) Agreement No. dated referred to as the said Contract.

And whereas the Owner has agreed to make an advance of Rs. being value of the contract and interest on as provided in the contract as the said advance to the Contractor carrying interest at 17% p.a.

AND WHEREAS the contractor has agreed with the Owner authorising him to deduct the terms of the said contract from the amount the becomes due and payable to the Contractor as per the terms and conditions described under the Clause “Terms and Conditions of Payment” of the Contract on proper execution of the Contract.

Now this deed witnesseth that in consideration of the said advance or by balance therefore made by the Owner to the Contractor, the surety hereby GUARANTEES the payment of the said advance by the Contractor and undertakes to pay the Owner on demand the said of Rs. amount with interest worked for overall period subject to the following conditions :-

- (a) “Surety” hereby gives an irrevocable guarantee and declares that is liability under this bond shall extend to the payment of the amount viz. Rs..... paid as advance with interest as provided for in the contract as the said advance.

(b) This guarantee shall remain in force and effect so long as the said advance or any part therefore remains outstanding and shall expire and become ineffectual only after the recovery of the entire sum of Rs. covered by the guarantee and upon intimation therefore being given by the Owner to the surety in which event, the surety shall be discharged by the Owner.

(c) The surety shall not be discharged or released from the guarantee by any arrangement made between the Owner and the Contractor with or without the consent of the surety or by any alternation in the obligations of the parties or by any indulgence, forbearance whether as to payment, time, performance or otherwise.

(d) The guarantee shall come into force the date contractor receives from the Employer the said advance.

(e) Notwithstanding anything stand above, the liability of the surety under the guarantee is restricted to Rs.....(Rupees..... .. (only) and this guarantee will remain in-force upto in the first instance. However if the contract for which this guarantee is given is not completed or fully performed the surety (Bank) hereby agrees to further extend the guarantee till such time is required to full the contract.

Signature by a person duly
Authorised to sign on behalf of the
Surety bank

PROFORMA - "C"

(See Clause 26 (L) of General Conditions)
 CONTRACTORS LIABILITY AND INSURANCE SUMMARY

Name & Number of Insurance policy with description	Value of Insurance	Validity Period	Loss or damage to work (covered under policy) or any part thereof and all materials at site from any cause whatsoever(125 % of the cost of the work)
1	2	3	4

Damage. Loss or injury of any property of the Employer and his agents and servant	Claims under the Workman compensation Act. 1923 the Minimum wages Act& contract labour (Regulation & Abolition) Act.....	Remarks
5	6	7

Details of further policies if any taken and the loss or damage if any under that policy may please be indicates separately at appropriate places.

.....
 Signature of Contractor

Address

.....

Witness : ..

PROFORMA – “D”

REPORT OF VIRTUAL COMPLETION
(See Clause 23 of general Conditions of contract)

(Draft of letter to be written by the Contractor to the Employer in connection with the Virtual Completion Certification as per Clause No. 23 of the Contract)

Having executed the works in terms of the Contract, we hereby certify and affirm that we have virtually completed the contracted works.

We hereby certify that the work has been executed wholly to our satisfaction and with the materials and workmanship in accordance with contract.

We do certify further that we have executed the work in accordance with the applicable laws and without any transgression of such laws.

SIGNATURE OF CONTRACTOR

PROFORMA – “E”

ITEMS QUALIFYING FOR SECURED ADVANCE

CATEGORY ‘A’

ITEMS AGAINST WHICH SECURED ADVANCE CAN BE GRANTED

A. MECHANICAL

1. Counter weight – Counter Weight Frame
2. Guide Rails and supports
3. Lift Machine
4. Wire rope and cables
5. Metallic Doors
6. Structural Steel

B. ELECTRICAL

1. Counter weight and frame
2. Guide rails with bracket
3. Lift Machine Unit
4. Main Ropes. Governor Ropes and Cables
5. landing Doors with Assemblies
6. Cage
7. Winding Material with accessories
8. Controller

PROFORMA – F

(On stamp paper of appropriate value)

INDENTURE FOR SECURED ADVANCE

THIS INDENTURE made the day of 2009 between (hereafter called the “Contractor” which expression shall where the context so admit or implies be deemed to include his executors, administrators and the assigns) of one part and national Bank for Agriculture and Rural Development (NABARD) (hereinafter called the (NABARD) which expression shall where the context so admit or implies be deemed to include its successors in office, and assign) of the other part.

WHEREAS by an agreement No..... dated (hereinafter called the said agreement) the Contractor has agreed

AND WHEREAS the Contractor has applied to the National Bank of Agriculture and Rural Development (NABARD) that he may be also allowed advance on the security of materials absolutely belonging to him and brought by him to the site of the works, the subject of the said agreement for the use in the construction of the work as he has undertaken to execute at rates fixed for the finished work (inclusive of all cost of materials and labour and other charges) and whereas the National Bank for Agriculture and Rural Development (NABARD) has agreed to advance to the Contractor an amount upto Rs..... (Rupees only) on the security of the quantities and other particular of the materials on the security of which the advance or advances are made as retailed in the secured advance amount forming part of the running count bill preferred from time to time and signed by the Contractor for the said works.

NOW THIS INDENTURE WITNESSTH that in pursuance of the said agreement & in consideration of amount aggregating to the sum of Rs. (Rupees only) on or after the execution of these present paid to the Contractor by the National Bank for Agriculture & Rural Development (NABARD) (The receipt whereof the Contractor hereby acknowledge) Contractor both hereby covenant and agree with the Owner NABARD and declare as Follows :-

1. That the said sum agreement to Rs (Rupeesonly) so advance by the National Bank for Agriculture and Rural Development (NABARD) to the Contractor as aforesaid shall be employed by the Contractor in or towards expending the execution of the said works and for no other purpose whatsoever.
2. That the materials detailed in the said Running Account Bills which have been offered to and accepted by the National Bank for Agriculture and Rural Development (NABARD) as security are absolutely the Contractor’s own property and free from encumbrances of any kinds and the Contractor will not make any application for or receive a further advance on the security of

materials which are not absolutely his own property and free from encumbrances of any kind and the Contractor hereby agrees to indemnify the National bank for Agriculture and Rural Development (NABARD) against all claims to any materials in respect of which an advance has been made to him as aforesaid.

3. That the materials detailed in the said Running Account Bills (hereinafter called the said materials shall be used by the Contractor solely for the execution of the said works in accordance with the directions of the Consultant and in terms of the said agreement.

4. That the Contractor shall make at his own cost all necessary and adequate arrangement for the proper watch, safe custody and protection against all risk of the said materials and that until used in construction as aforesaid the said materials shall remain at the site of the said works in the Contractor's custody and on his own responsibility and shall at all time be open to inspection. In the event of the said materials or any part thereof being stolen, destroyed or damaged, the Contractor will forthwith replace the same with other materials of like quality or repair and make good the same as required by the Employer.

5. That the said materials shall not on any account be removed from the site of the said work except with the written permission of the Employer an officer authorised by him on that behalf.

6. That the advance shall be payable in full when or before the Contractor receives payment from, the National Bank for Agriculture and Rural Development Bank (NABARD) of the price payable of him for the said work under the terms and the provisions of the said agreement provided that if any intermediate payments are made to the Contractor on account of work done, then on the occasion of each such payment the National bank for Agriculture and Rural Development Bank (NABARD) will be at liberty to make recovery from the Contractor bill for such payments by deducting there from the value of the said materials they actually used in the construction and in respect of which recovery has not been made previously the value for this purpose being determined in respect of each description of materials at the rates at which the amount of the advances made under these presents were calculated.

7. This if the Contractor shall at any time make any default in the performance or observance in any of the terms and provisions of the said agreement the total amount of the advantage of advances that may still be owing to the National bank for Agriculture and Rural Development Bank (NABARD) together with the interest thereon 17% per annum from the date of repayment will with all costs, charges & expenses incurred by the National Bank for Agriculture and Rural Development Bank (NABARD) in the recovery thereof or the enforcement of the security or otherwise by reason of the default of the Contractor shall become payable by the Contractor hereby covenants and agrees with the to repay and pay the same respectively to him accordingly.

8. That the Contractor hereby gives charges all the said materials for the repayment to the National Bank for Agriculture and Rural Development Bank (NABARD) of the said sum amounting to Rs.....(Rupees only) and all costs, charges and expenses payable under these present PROVIDED ALWAYS and it is hereby agreed and declared that notwithstanding anything in the said agreement and without prejudice to the powers contained therein if and whenever the money owing shall not be paid in

accordance herewith, the National Bank for Agriculture and Rural Development Bank (NABARD) may at time thereafter adopt all or any of the following courses as they may deem best :

a) Seize and utilize the said materials or any part thereof in the completion of the said works on behalf of the contractor in accordance with the provisions in that behalf contained in the said agreement, debiting the contractor with the actual cost of affecting such, completion and the amount due in respect of advance under these presents and crediting the contractor with the value of work done as if he had carried out in accordance with the said agreement and the rates thereby provided. If the balance is against the Contractor he is to pay the same to National Bank for Agriculture and Rural Development Bank (NABARD) on demand.

b) Remove and sell by the public auction and the seize material or any part thereof and out of the money arising from the sales retain all the sums aforesaid repayable to the National Bank for Agriculture and Rural Development Bank (NABARD) under these present and pay over the surplus (if any) to the Contractor.

c) Deduct all or any part of the money owing out of the security deposit or any sum due to the Contractor under the said agreement.

d) That in the event of any conflict between the provision of these present and the said agreement, the provisions of the said agreement shall prevail and in the event of the dispute of difference arising over the construction or effect these present the settlement of which has not been hereinbefore expressly provided for the same shall be referred to arbitration as provided in the said agreement,

IN WITNESS WHERE OF
.....and.....
.....by the order and under the direction of the
..... having hereunto set their respective hands the day and
year first above written.

Signed, scaled and delivered by the said Contractor in the presence of :

Witness	Signature
	Name
	Address

Signed by the order and direction of
.....in the presence of

Witness

Signature

Name

Address

PROFORMA – G

(On Rs. 50/- Stamp Paper)

INDEMNITY BOND

KNOW all men by these presents that I/We do hereby execute Indemnity in favour of having their Registered Office at and amongst other office at No. and M/s..... having their office at 20- -.

WHEREAS the..... have appointed as the Contractors for their proposed work at Bhubaneswar .

THIS DEED WITNESSTH AS FOLLOWS :

I/We hereby do Indemnity and same harmless (1) and (2) M/s against and from.

1. Any third party claims, civil or criminal complaints liabilities, site mishaps and other accidents or disputes and/or damage occurring or arising our of any mishaps at the site due to fault work, negligence, faulty construction and/or for violating any law, rules and regulations in fore, for the time being while executing/ executed works by me/us.
2. Any damage, loss or expenses due to or resulting from an negligence or breach of duty on the part of me/us or any sub-contract/s if any, servants of agents.
3. Any claim by an employee of mine/ours or of sub-contract, if any, under the workmen Compensation Act and Employers Liability Act, 1939 or any other law, rules and regulations in force for the time being and any Acts replacing and/or amend the same or any of the same as may be in force at the time and under any law in respect of injuries to person or property arising out of and in the course of the execution of the contract work and/or arising out of and in the course of employment of any workmen/employee.
4. Any act or omission of mine/ours of sub-contractor/s if any, our/their servants or agents which may involve any loss, damage liability, civil or criminal action.

5. Any claim by the State or Central Government for any tax, duty, forest or other royalty or impost that is or may become payable by the Contractor arising from or as a result of this Contract

IN WITNESS WHEREOF THE has set
his/their hands on this day of 20- -

SIGNED AND DELIVERED BY THE AFORESAID
IN THE PRESENCE OF WITNESS :

(1)

(2)

GUARANTEE IN LIEU OF EARNEST MONEY DEPOSIT

THIS DEED OF GUARANTEE executed at on this..... day of20- - by theBank, a banking company constituted underAct, having its Head Office at(herein after referred to as ‘the Surety’ which expression shall unless repugnant to the context or meaning include its successors and assigns)

IN FAVOUR OF

THE NATIONAL BANK FOR AGRICULTURE AND RURAL DEVELOPMENT, a corporation established under the National Bank for Agriculture and Rural Development Act, 1981, having its Head Office at Plot No. C-24, G Block, Bandra -Kurla Complex, Bandra (East), Mumbai - 400051 (hereinafter referred to as “NABARD” , which expression shall, unless repugnant to the context or meaning include its successors and assigns).

WHEREAS

1) NABARD desires to install one 6 passenger , automatic door type electrical lift in its Regional Office building at Ankur , 2/1, Nayapalli civic centre, Bhubaneswar-751015(“ the said Project”, for short) and accordingly, have invited tenders dated -----20- - for the purpose on various terms and conditions as stipulated therein.

2) It is one of the terms and conditions of the said request for quote/tender that the Contractor will have to deposit a sum equivalent to 2% of the estimated cost of the said tender (ie. Rupees--- ----- only) as and by way of Earnest Money Deposit (EMD) which is payable by the Contractor by Demand Draft (DD).

4) M/s (herein after referred to as “our said constituents” which expression shall, unless repugnant to the context or meaning, include its successors and assigns) intend to submit their quotations for the said work.

5) NABARD also agrees to accept guarantee from the Surety in lieu of DD towards Earnest Money Deposit as hereinafter contained.

NOW THEREFORE THIS DEED OF GUARANTEE WITNESSETH that in consideration of NABARD, at our request, agreeing not to insist upon the Earnest Money Deposit in cash/DD and accepting this guarantee in lieu thereof, we theBank, hereby unconditionally and irrevocably guarantee unto NABARD that our said constituents will perform all their duties and functions and discharge all their obligations under various terms and conditions of the said “Request for Tender” conditions to the full satisfaction of NABARD, failing which the Surety shall, on demand by NABARD and without demur, pay to NABARD, Bhubaneswar the sum of Rs. /-(Rupees only.)

(2) The Surety hereby further covenants that -

(i) The surety shall pay to NABARD the said sum not exceeding Rs. /- on first demand of NABARD made in writing by NABARD without reference to our said constituents and notwithstanding and dispute or difference that may arise between NABARD and our said constituents.

(ii) That this guarantee shall be a continuing guarantee and shall not be revoked by the surety without prior consent in writing of NABARD.

(iii) That the decision of NABARD on the breach of any terms and conditions of the said Request for Tender by our said constituents or their failure to perform obligations or discharge the duties under the said Request for Tender shall be final and binding on the Surety and shall not be disputed by the Surety either inside or outside Forum such as a court, tribunal, arbitration or other authority.

(iv) That the notice of demand in writing issued by NABARD shall be conclusive proof as regards the amount due and payable to NABARD under this guarantee and it shall not be disputed by the Surety either inside or outside Forum such as a court, tribunal, arbitration or other authority.

(v) That any neglect of forbearance on the part of NABARD in enforcing any of the terms and conditions of the said Request for Tender or showing of any indulgence or negotiate further by NABARD with our said constituents or any variation in regard to the conditions contained in the said tender and thereby modify these conditions and add thereto any further conditions as may be mutually agreed upon between NABARD and our said constituents or any other act or deed on the part of NABARD which, but for this clause may have the effect of discharging the surety under the law relating to guarantee shall not discharge the surety from its obligations herein and the surety shall be discharged only by compliance by our said constituents of all their obligations, duties under the said Request for Quote/Tender.

(vi) That this guarantee shall not be affected by any infirmity or absence or irregularity in the exercise of the powers by or on behalf of our said constituents or winding up or merger or amalgamation of our said constituents or by change in the constitution or in the name of our said constituents.

(vii) That it shall not be necessary for NABARD to exhaust its remedies against our said constituents before invoking the guarantee and the guarantee herein contained shall be enforceable against the Surety notwithstanding any other security which NABARD may have obtained or may obtain from our said constituents, may, at the time when this guarantee is invoked be outstanding and unrealized.

(viii) That the Surety hereby agrees that this guarantee commences from the date hereof and shall remain in force till our constituents , if the tender is accepted by you, furnishes the security as required under the said specifications and executes a formal agreement therein provided and be in force for upto and the Surety hereby agrees to renew this guarantee at the request of NABARD in the event of the said work given to our said constituents under the said Request for Tender is not completed.

(x) Any claim arising under this guarantee shall be preferred by NABARD within a period of 6 months from the aforesaid date of expiry of this guarantee and unless the claim is so preferred against the Surety, the Surety shall stand discharged of all its liabilities hereunder.

IN WITNESS WHEREOF, the within named Surety has caused these presents to be executed on its behalf by the hand of its duly authorized official on the date and at the place first herein above written.

Signed, sealed and delivered for
and on behalf of
The Surety herein by the hand of
Sri....., its duly
authorized official

ANNEXURE-IV

SPECIAL CONDITIONS OF CONTRACT

1.0 GENERAL:

1.1 Special Conditions of Contract shall be read in conjunction with the General Conditions of Contract, Specifications, Drawings, Schedule of Quantities and any other documents forming part of this Contract wherever the context so requires.

1.2 Notwithstanding the sub-division of the documents into these separate sections and volumes every part of each shall be deemed to be supplementary to and complementary of every other part and shall be read with and into the Contract so far as it may be practicable to do so.

1.3 Where any portion of the General Conditions of Contract is repugnant to or at variance with any provisions of the Special Conditions of Contract then unless a different intention appears the provisions of the Special Conditions of Contract shall be deemed to override the provisions of General Conditions of Contract only to extend that such repugnancy or variations prevail, it being understood that the provisions of General Conditions of Contract shall otherwise prevail.

1.4 Wherever it is stated anywhere in these documents that such and such a supply is to be effected or such and such a work is to be carried out, it shall be understood that the same shall be effected/ carried out by the Contractor at his own cost, unless a different intention is specifically and expressly stated herein or otherwise explicit from the context.

1.5 The materials, design and workmanship shall satisfy the relevant Standards, the job specifications contained herein and referred to. Where job specifications stipulate requirements in addition to those contained in the standard codes and specifications, these additional requirements shall also be satisfied.

1.6 The description of the items given under Schedule of Rates shall be read in conjunction with materials and job specifications and in case of any irreconcilable conflict between them, the rate quoted shall be deemed to be as per description of the item in the Schedule of Rates. However, in such cases the decision of Owner shall be final and binding on the Contractor.

2.0. SITE PARTICULARS:

2.1. The building premises is situated at Ankur , 2/1 , Nayapalli civic centre, Bhubaneswar-751015.

2.2 .The intending Tenderer shall be deemed to have visited the site and familiarized himself thoroughly with the site conditions before submitting the tender. Non-familiarity with the

site conditions shall not be considered a reason either for extra claims or for not carrying out the work in strict conformity with the drawings and specifications.

3.0. RESTRICTED AREA

The Contractor shall obtain from the Statutory Authorities details of any restricted areas in or around the site and shall have prominently and clearly displayed for the information of his staff and work people, notice defining any such restricted areas. Such notices shall be provided at his own expenses.

4.0. CONTRACTOR'S WORKING AREA

The Contractor shall make necessary arrangement in consultation with the Employer with regard to entry and use of a suitable working area to accommodate the Contractor's temporary site office, stores, etc. at his own cost. The Contractor shall not be allowed to demolish any structure demarcated for demolition, if any, without prior permission from the Employer in writing.

5.0. SCOPE OF WORK

5.1. The works covered by this Contract comprise manufacture, fabrication, supply and delivery, installation, testing, commissioning and maintenance of the Elevators for the Regional Office Building of NABARD at Nayapalli , Bhubaneswar.

5.2. The equipment to be supplied by the Contractor shall be complete with all components and accessories which are necessary or are usual for their efficient performance and satisfactory maintenance. Such parts shall be deemed to be within the scope of the Contract, whether specifically included or not in the specification or in the schedules. The Contractor shall not be eligible for any charges for such accessories etc.

5.3. Following shall also be included in the scope of the Contractors work and the Contractor shall not be eligible for any extra charges and deemed to be considered in the rates quoted.

- a) Provide a steel ladder for access to the pit
- b) Supply and install steel beams with bearing plates for supports of machines by the contractor. However, supply and installation of steel beam in lift machine room to lift equipment during installation and to facilitate maintenance in future, if required will be done by the contractor.
- c) Provide the required supports in the hoist-way for the erection of the rail brackets, hoist-way entrances, and machine and sheave beams, if required and bearing plates including grouting.
- d) All necessary cutting and patching of beams, walls, floors or partitions and masonry work, including repairs thereto, and all chases and openings as required by the Contractor.

e) Painting of Elevator material. All exposed steel works carried out under the contract shall be properly spray painted with three coats nitrocellulose paint (One coat at works over an anti-corrosive primer and other two coats after installation) and all the wooden surfaces shall be given necessary prevention internally and varnish externally to obtain a smooth surfaces.

f) Provide, necessary scaffolding in Elevator hoistway during erection period and to remove the same thereafter.

g) Furnish and erect the frames for hoistway entrance and hardware Proper provision shall be made for door reinforcement and supports to accommodation the Contractor's interlocks.

h) All the civil works involved in fixing of R. S. Joints for the equipment, support for buffers, all buttons, indicators etc. structural stretchers for supporting guide rails etc. in the shaft and also cutting of holes/chases in walls, floors, ceilings etc. and making good the same to match the existing surface/structure.

5.3.1. Following shall not be included within the scope of the Contractor Works furnished by other in accordance with local codes and regulations.

a) A properly lighted and ventilated machine room as required with walls, floor and ceiling painted. This machine room slab, as well as the secondary slab shall have trap doors, to permit passage of heavy parts.

b) Finishing of machine room floor after Elevator machine and relevant equipment have been set in place by Elevator Contractor.

5.4. ERECTION

The equipment supplied by the Contractor shall be completely erected tested Commissioned and maintained by him as specified in technical Specification. He shall also provide necessary skilled and unskilled labour, technicians and all erection material such as tools, slings, lifting tackles, consumable stores, joining materials etc. required for satisfactory execution of the job, supply and laying of all power and control cables and the illumination, conduiting and wiring etc. from distribution board to the equipment or a starter shall be carried out by the Contractor. Price quoted shall be inclusive of all expenses incurred for the erection of the Elevator System.

6.0. WORK OF THE NABARD AND OTHERS

The ordinary business and works of the Owner and other as carried out on and in the vicinity of the site shall be continued during the erection, commissioning and maintenance of the works and the works shall be conducted in such a way as to avoid interference with traffic of every kind by land and with any other works in progress in the vicinity.

7.0. EXCISE DUTY & SALES TAX ON WORKS CONTRACT

7.1. The quoted rates shall include for royalties, octroi duties and any other taxes applicable including taxes on works contract or levies payable on all transaction and insurance. Statutory deductions at source from the running bills shall be made by the owner for :

- a) Income tax and education cess as applicable thereon.
- b) Sales tax if applicable.
- c) Work contract tax or any other statutory deductions.

7.2. The tender shall include all applicable levies taxes duties for local and/or statutory bodies of the Government etc. in their prices at present level and shall quote accordingly.

8.0. FORCE MAJEURE

The term “Force Majeure” as employed in the contract shall mean war declared/ civil war, tidal waves, fire, major flood, earthquakes above 7 magnitude on Richter scale. Damage from aircraft, nuclear fission nots (other than among the Contractor’s employees), legal lockout or illegal strike in the Contractor’s factory (if declared so by labour commissioner), lightning and other such cause over which the contractor has no control and are accepted as such by the Owner whose decision shall be final and binding.

9.0. PRICES

The rates of each item of work included in schedule of rates shall unless stated otherwise include cost of :

- a) All materials, fixing materials, accessories appliances, tools, plant equipment, transport, labour and incidentals required and completion of work called for the item as per specifications and drawings.
- b) Wastage of materials and labour.
- c) Loading/ Unloading transport handling, hoisting to all levels, fixing in position protecting, disposal of debris and all other labour necessary for satisfactory completion of the work in accordance with the contract document using good practices and recognised principles.
- d) Liabilities, risk and other obligations arising out of Conditions of contract.
- e) All requirements of specifications whether such requirement are mentioned in item or not. The specifications and drawings where available are to be read as complimentary to any part of schedule of quantity and any work called for in any one shall be taken as required for all.
- f) Storage and insurance of all equipment apparatus and materials.
- g) Expenses incurred for any test which the Employer may request in addition to the test generally required to prove quality and performance of the equipment.
- h) All the necessary material to isolate equipment foundations from the building structure wherever necessary and suggested by Employer.

i) The contractor must access all the necessary civil works viz. modification in machine room, erection of guide rails, alterations related to door fixing, sills, architraves, cut outs for landing switches etc. required for erection of new lift and include cost under item no.3 of the BOQ.

i) All royalties octroi any other taxes applicable.

10.0. MODE OF MEASUREMENT

Measurement shall be done in number. Measurement shall be accounted for elevators after successful supply, installation, testing and commissioning of the Elevator including all accessories for the proper functioning of the system.

The item description in the Schedule of quantities is in the form of a condensed resume. The price shall be held to include everything necessary to complete the work covered by the item in accordance with the specifications. The unit price shall represent the total price of the installation ready to be handed over.

11.0. FABRICATION DRAWINGS

11.1. The contractor shall prepare and submit to the client for approval before the work is commenced, general arrangement drawings within 3 weeks of the works of the letter of award of work and receipt of building drawing showing lift well & machine room in plan and section and contractor shall not be eligible for any extra charges which are deemed to be considered in the rates quoted.

11.2. The drawings shall be accurately drawn to scale and shall be clear to read with all information in English language. Subsequent revisions of these drawings, if any, shall also be submitted for approval of the Employer in a similar manner before fabrication, manufacture or assembly is commenced.

11.3. After approval of the drawings by the Employer the contractor shall, furnish six sets of approved drawings free of cost.

11.4. Approval by the Employer for the Contractor's drawings shall not relieve the Contractor of any part of his obligation to meet all of the requirement of the annexed specifications, or of the responsibility for the correctness of drawings.

11.5. All dimensions and levels shown on the layout drawing shall be verified by the contractor on the site.

11.6. Figured dimensions only are to be followed in all cases. Under no circumstances dimension shall be scaled from drawings.

11.7. The Contractor shall provide within two weeks of issue of letter of intent a detailed programme in the form of PERT and Bar Chart incorporating preparation of his fabrication

drawings which can be read in conjunction with the erection, fabrication and commissioning schedule.

11.8. The work described on any fabrication drawings submitted shall be carefully checked by the Contractor for all clearance, field conditions, maintenance of architectural features in proper coordination with all trades on the job. To this end, the contractor during the production stage shall ensure that he coordinates with all other relevant trades that might interfere with the proper installation of his work. No payment shall be made for any variation or alternations on site due to lack of knowledge of other trades. Any unresolved conflict between trades shall be referred to the Employer for future action.

11.9. The contractor shall prepare schedules and drawings showing precise details of holes in concrete/brickwork metal works, metal works to be provided including trap door, ladder, beam and plates etc. in conformity with the drawings and within the requirements of Architectural, Structural and other specialized services, drawings. The schedules shall show in detail the Contractor's work required to be performed for all other service installations. The contractor shall submit all these drawings and schedules in an approved form for approval of the Employer before any structural work with provision of holes or other modifications is constructed.

11.10. The contractor shall submit to the Employer all manufacturer's drawings and catalogues, installation details, in original with equipment characteristics data or performance charts as required by the Employer.

12.0. SAFE CUSTODY AND STORAGE

12.1. Safe custody of all machinery and equipment supplied by the contractor shall be his own responsibility till the final taking over by the Owner. He shall therefore employ sufficient staff for watch and ward at his own expenses. The owner will provide covered space for temporary storage only at ground floor , if available. To make the space lockable and secured as well as shifting the stores wherever required shall be full responsibility of the Contractor at his own expenses.

12.2. All the fabricated and delivered items shall be suitably protected from damage during transport. Any damage caused at any time shall be suitably rectified or the respective item shall be replaced as directed by Owner, free of cost by the Contractor.

13.0. RECORDS AND USAGE OF MATERIALS

The Contractor shall maintain a detailed record of all materials received on the site or in his stores and storage and working areas in the vicinity of the site and shall submit regular material returns to the Employer. The Contractor shall also make such records available to the Employer at such as the latter may reasonably require.

14.0. LABOUR STRENGTH & WORKING HOURS

The labour strength requirement is subject to variation from time to time, for which the Contractor shall remain prepared to meet at short notices and no extra claim for this shall be considered.

Depending upon the requirement, the work may have to continue beyond the normal working hours to the extent of round the clock and holidays also with due permission from the Employer under the provision of the Contract for which no extra claim would be entertained.

15.0. ESI SCHEME /ACT

The contractor shall also enforce the provisions of ESI Act/Scheme if applicable with regard to this contract and shall fulfill other obligations/requirements of the Act/Scheme for proper compliance as may be directed by the ESI Authorities of the Owner.

16.0. INSPECTION BY STATUTORY AUTHORITIES

The Contractor shall also give every facilities to the authorised representative of statutory agencies/authorities to inspect the work wherever required and shall observe and abide by any instructions given by the Owner in regard to the use of plant, equipment and temporary works whether in respect of the fire hazards or general safety and to any restrictions on smoking of the use of naked lights by persons employed by the Contractor. Completion of such requirement shall not be used as the basis of claim against Owner.

17.0. ASSISTANCE FOR OBTAINING APPROVAL OF COMPETENT AUTHORITIES

17.1. The Contractor shall obtain the Elevator installation approval from local competent authorities as required. The Contractor shall keep a constant liaison with the authorities to keep them aware of the progress standard of works followed.

17.2. As and when required, the Contractor shall obtain the certificate with respect to completion of installation works of Elevators from the competent local authorities in accordance with rules, regulations and acts in vogue, showing the demonstrations at site if required at no extra to the Owner.

17.3. The contractor shall obtain the license for the operation of the elevators from the lift Inspector/Competent authorities. Necessary deposit, if any, submitted to the competent authorities to obtain approval shall be reimbursed to the Contractor against production of the receipt to the satisfaction of the Owner.

18.0. OWNER MAY USE WORKS BEFORE COMPLETION

Before completion of the whole of the works the Owner shall be entitled to make use of any portion of the works which has been tested, commissioned, inspected and approval of competent authority obtained and the maintenance period of such portion of work only may be deemed to commence from the date of handing over of the said portion of work to the owner for their use.

19.0. DETAILS OF CONTRACT TO BE KEPT CONFIDENTIAL

The contractor shall not publish or disclose the details of his Contract in any trade or technical paper or elsewhere, without the permission of the Owner. The Contractor shall not use the Drawings/Design of this project in other works.

20.0. LIABILITY FOR COST OF REPAIRS

The Contractor shall relieve the Owner of any claims at the instance of the local authorities or other parties in respect of any damages or due to traffic on the arising out of the execution of the work under this contract.

21. TRAINING OF THE OWNER'S PERSONNEL

The Contractor shall provide training to the Owner's personnel in operation and maintenance on the equipment supplied by him.

22.0. OPERATING INSTRUCTIONS AND MAINTENANCE MANUAL OF MANUFACTURES & COPIES OF ORDERS

Contractor shall furnish 3 sets of categories of general equipments e.g. – drive unit, car design, rope etc. should be handed over to the Employer two months before the dispatch of material/equipment along with the names of manufactures/suppliers. The contractor shall also furnish in duplicate the order copies of the materials as desired by the Employer. Contractor shall also submit the followings at the time of arrival of materials at site.

- a) Maintenance check chart and lubricant chart.
- b) Schematic wiring diagram.
- c) Contractor shall also submit test certificate for motor, winding unit, controller, trailing cables, steel wire ropes, over speed governor and buffers etc. at the time of handing over of the lifts.

23.0. CO-ORDINATION

In case the equipment offered by the Contractor is manufactured by different manufacturers, it shall be the responsibility of the Contractor to fully coordinate the activities of each manufacture in such a way that the complete equipment contracted for, is manufactured, supplied, erected, tested and commissioned and guaranteed for successful operation as per specification.

24.0. PROGRESS MEETING, PROGRESS REPORT

24.1. During the progress of the work, progress meetings will be held at weekly intervals and at locations designed by the Employer. The Contractor shall be presented by a competent officer who shall be qualified to accept instruction and take decisions on behalf of the Contractor.

The following shall be the purpose of the progress review meetings :

- Review the current status in relation to the schedule of work.
- Any other item as necessary or as required by the Employer.

24.2. Prior to any progress meeting the Contractor shall provide a weekly progress report, in a format to be approved by the Employer. The progress report shall be forwarded to the Employer in three (3) copies and shall contain all necessary data, charts, diagrams, schedules, photographs etc., as may be required.

25.0. GUARANTEE

25.1. The Contractor shall guarantee that all the material, machinery and components supplied, fabricated, designed and installed by him shall be free from defects due to faulty design materials and/or workmanship that the plant shall perform satisfactory and the efficiency of the system and all the components shall not be less than the values laid down in the specifications as per the guarantee proforma.

25.2. The period of the guarantee shall be twelve (12) months from the date the Elevator is installed and handed over, during which period any or all components found to be defective shall be replaced or repaired free of cost and any shortcomings found in the system as specified shall be removed at no extra cost. The Contractor shall provide the necessary personnel and tools for fulfilling the above guarantee.

25.3. After installation and handing over of all the Elevators by the Contractor to owner, free maintenance service for the equipment furnished under the Contract shall be provided for the guarantee period. This service shall include regular examination of the installation during regular working hours by trained personnel, and include necessary adjustments, greasing, oiling, cleaning supplying of genuine spare parts to keep the equipment in proper operation except any parts made necessary by misuse accident or neglect caused by others.

24 hours emergency service shall be provided.

26.0. STANDARD SPECIFICATION AND CODE OF PRACTICES

Except where otherwise stated or permitted by Employer, all materials and workmanship shall confirm to latest Indian Standard Specification (hereinafter abbreviated to IS). In the absence of any IS, the work shall confirm to latest equivalent British or American Standard. All workmanship shall be best of its particular kind.

Wherever the names of the manufacturers are indicated against specified items, it is to be understood that items shall be of established quality. If the Contractor desires to offer alternate

manufacturer, he shall provide sufficient information/documents to allow NABARD to decide if the products are of equivalent or superior quality. The NABARD's decision in this respect shall be final and binding on the Contractor.

It is not the intent of this tender to completely specify all details of design and construction. Nevertheless the system shall conform in all respects to a high standard of engineering design and workmanship and shall be capable of performing in continuous operation in a manner acceptable to the NABARD.

27.0. ACTION WHERE NO SPECIFICATION

The work is to be carried out as the specifications given in the tender document in case of any work which is to be carried out but for which there is no specification is mentioned, such work shall be required to be carried out in accordance with the ISI/BS/ASME/CPWD/Local PWD specifications in order of precedence and in the event of there being no ISI/BS/ASME/CPWD/Local PWD specifications, the work shall be carried out in all respect in accordance with the instructions and requirements of the Employer. The decision/instruction of the Employer in this regard shall be final and no claim shall be entertained from the Contractor in this respect.

28.0 PROTECTION TO WORK FROM WEATHER

The Contractor shall cover up and protect all the works from weather and shall suspend all the wet operations during a weather which, in the opinion of the Employer shall be detrimental to the work.

29.0 MATERIALS

29.1. All materials/equipment supplied and incorporated in the work shall comply with the requirements of relevant Indian Standard (latest applicable standards) and also shall meet approval of the NABARD.

29.2. The Contractor shall produce sample of all materials/fittings of size/numbers as required by the Employer before incorporation of these materials/fittings in the works for prior approval of NABARD. The approved samples shall remain in custody of the Employer till expiry of Defect Liability Period and returned thereafter. Samples of consumables shall however not be returned. Bulk procurement of materials/fittings to be provided by the Contractor shall conform to or shall be superior to the samples approved.

30.0. QUALITY CERTIFICATE OF MATERIALS

The Contractor shall be required to produce manufacturer's quality certificates for the materials supplied and installed by the Contractor at site. Notwithstanding the manufacturer's certificates, the Employer may ask for testing of materials in approved test houses. The test result shall satisfy the requirements of the relevant India Standard.

Materials for which test certificates are not available or for which test result does not tally with relevant standard specifications, shall not be used.

31.0 TEST CERTIFICATES

All manufacturer's Certificate of test showing that the materials have been tested in accordance with the requirements of the appropriate Indian Standard, other relevant standard specification or this specification, are to be supplied free of charge to the Employer.

32.0. MANUFACTURER'S TECHNICAL DATA

32.1. The Manufacturer's performance data, certified factory drawings of apparatus giving full information as to capacity, dimensions, materials and all information pertinent to the adequacy of the submitted equipment shall not be submitted for approval.

Manufacturer's names, sizes, catalogue number and/or samples of all materials shall be submitted for approval.

Submittals and drawings shall as far as possible be complementary so that drawings and submittals can be cross checked.

32.3. Requirements for equipment submitted for approval must be accompanied by relevant drawings, technical data, catalogues and samples. Where data certified drawings for other required information is not available until after orders have been placed, the NABARD may give provisional approval until all requested drawings and information have been supplied to the Employer. It is the Contractor's responsibility to ensure that all necessary information is supplied to the Employer in accordance with the progress of the work.

33.0. PROPRIETARY MATERIALS

Proprietary materials to be used in the work, shall, when brought to site be got inspected by the Employer.

Proprietary materials brought to site shall be stored as per recommendation of the manufacturer and as directed by the Employer.

The Contractor shall ensure that the materials are brought to site in original sealed containers/packing bears the manufacturer's markings.

34.0. REJECTION OF MATERIALS

Materials shall be tested before leaving the manufacturer's premises, where possible. Materials shall also be tested on the site and they may be rejected if found not to be suitable or not in accordance with the specification notwithstanding the result of tests at the manufacturer's works or elsewhere or of test certificates.

35.0. ERECTION EQUIPMENT, WORKS, MATERIALS ETC.

35.1. Testing

All types of routine and type tests shall be carried out at the works of the Contractor of the manufacturer's of components. The Employer may witness any or all tests if he so desires.

On the completion of the installation, the Contractor shall arrange to carry out various initial tests as detailed below in the presence of and to the complete satisfaction of the Employer and their representatives. Any defects or shortcomings found during the tests shall be speedily rectified or made good by the Contractor at his own expenses.

The following tests shall be carried out as per latest edition and other relevant standard upto date :

a) Shop Test

All raw materials, casting, forging, etc. used for the equipment shall be of tested quality in accordance with the specification requirements/applicable codes, test certificate co-related with the materials to be used shall be submitted to the NABARD for acceptance.

All the equipment shall be tested during the various stages of manufacturing and prior to dispatch in accordance with the quality plans applicable codes and standards for meeting the performance requirements. In the absence of any standard, these shall be tested as per mutually agreed procedure between the Contractor and the NABARD.

All welding shall be carried out as per welding procedure as per ASME sec. IX welding procedure which shall be forwarded to Employer for approval. Only welders qualified as per ASME Sec. IX shall be employed for welding Reduction gears shall be checked for reduction ratio and backlash. Run outs of wheel shafts and worm shaft, tooth contact and running test should be carried.

Steel wire ropes shall be subjected to all the tests including materials tests as per relevant standard. Breaking, load test shall be carried out as per relevant national/international standard.

Buffer springs shall be subjected to load test as per relevant specification. Materials certificate for spring shall be furnished.

All components prior to assembly shall be checked for dimension.

All rotating components shall be tested for dynamic balancing.

Car sling and car body in assembled condition shall be checked for position of all major components i.e. car sling, inside depth, width, height position of push button box, indicator box, lights, fans.

Vibration level shall be determined on worm geared machine.

Mechanical balance test and determination of vibration level on lift and accessories shall be carried out. Vibration level shall be measured at site also.

b) Site Test

After installation, necessary trial run and tests shall be carried out by the Contractor in the presence of Employer to determine if the equipment supplied is satisfactorily installed and commissioned. The tests shall be as per relevant standard.

It shall also be the responsibility of the Contractor to demonstrate the operation of the safety interlocks provided to the full satisfaction to the Elevator inspectors.

36.0. SAFETY PRECAUTIONS

The Contractor shall take all necessary safety precaution to prevent the possibility of accident which may be caused mechanically, electrically or otherwise during the course of the works. The works shall include the provision and fixing of detachable guards of approved design to cover all moving machine parts wherever they may be located and whether they are intended to be permanent or temporary and in such manner as to comply with the appropriate statutory requirements. It shall also include such step down transformers as to be used for portable electrical tools.

37.0. TERMS OF PAYMENT

The Owners shall pay to the contractor as per terms of payment mentioned hereunder.

10% of contract value against Bank Guarantee of equivalent amount on approval of GA Drawings and PERT Chart and submission of price backup list of sub vendors , site organisation chart, acceptance of contract less retention money.

50% of the contract value on receipt of material at site on pro-data basis less retention money upto his stage.

20% of contract value on installation of car, counter weight and guide rails less retention money.

10% of contract value will be paid after certification / approval by the Inspector of Lift /Chief Electrical Inspector and handing over the lifts and equipment to the entire satisfaction of the Owner less retention money.

Balance 10% along with any variation/claims on erection and commissioning and handing over along with performance bank guarantee of equivalent amount valid for 12 months less retention money.

GUARANTEE PROFORMA

GUARANTEE FOR ELEVATOR SYSTEM DURING DEFECT LIABILITY PERIOD

We hereby guarantee the year round for Elevator System which we have installed in the building described below:

Building : ORISSA REGIONAL OFFICE OF 'NABARD'
Location : Ankur , 2/1 , civic centre , Nayapalli , Bhubaneswar, Orissa
Owner : National Bank for Agriculture and Rural Development Bank
(NABARD), Bhubaneswar

For a period of 12 months from the date of handing over the complete installation, we agree to repair or replace to the satisfaction of the Owner, any or all such work that may be proved 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, the defects repaired and made good at your expenses, and we shall pay the cost and charges thereof immediately upon demand.

We also hereby undertake to test the entire installation following the completion of the installation, to check and do everything necessary to ensure satisfactory functioning of the Elevators.

Signature of Contractor

Seal

Date

ANNEXURE-V

CODES AND STANDARDS

A. ELECTRICAL EQUIPMENT

The design manufacture, testing, installation, commissioning and performance of the electrical equipment under this contract shall confirm to the requirements of latest editions including amendments of the following standards and regulations.

IS : 4666-1968	Electric Passenger & goods lift.
IS : 1860	Code or practice for installation operation and maintenance of electrical passenger & good lift.
IS : 4722	Rotating electrical machines.
IS : 325	Three phase induction motors.
IS : 900	Installation and maintenance of induction motors.
IS : 4029	Guide for testing of three phase induction motors.
IS : 8623 & 4237	Switch gears and control gears.
IS : 4064	Air break switches.
IS : 2208 & 9224	HRC cartridge fuses.
IS : 10118	Selection, Installation and maintenance of switchgear and control gear.
IS : 2959	Contractor.
IS : 6875	Control switches & push buttons.
IS : 1354	PVC insulated cables.
IS : 10810	Test procedures for cable.
IS : 3961	Current ratings for cables.
IS : 732	Wiring installation.
IS : 6121	Cable Glands.

IS : 9537 Rigid steel conduits.

IS : 3034 Earthing

IS : 4202 Lift Cables.

National Electrical Code Indian Electricity Acts. & Rules.

B. MECHANICAL EQUIPMENT

The design, manufacture, testing, installation, commissioning and performance of the mechanical equipment under package shall conform to the requirements of latest revisions including amendments of the following standards and regulations.

IS : 4666-1988 Specification for Electric Passenger and Goods lift.

IS : 1860-1980 Specification Code of Practice for Installation, operation and maintenance of Electric Passenger and goods lift.

IS : 3534-1976 Outline dimensions of electric lift.

IS : 2365-1977 Specification for steel wire suspension rotor for lifts, elevators and hoists.

IS : 1030-1982 Specification for carbon steel casting for general engg. Purpose.

IS : 7759-1975 Specification for lift door locking device and contacts.

USA Standard Institute Safety Code for elevators, dump Code No. A17. Waiter and moving walks.

Material Specification ISS or Approved equal.

ANNEXURE-VI

SAFETY CODE

1. SCAFFOLDS

i) Suitable scaffolds shall be provided for workmen for all works that can not be safely done from the ground, or from solid construction except in the case of short duration work which can be done safely from ladders. When a ladder is used, it shall be rigid construction made either of good quality wood or steel. The steps shall have a minimum width of 450 mm. and a maximum rise of 300 mm. Suitable hand holds of good quality wood or steel shall be provided and the ladder shall be given an inclination not steeper than $\frac{1}{4}$ to 1 (1/4 horizontal to 1 vertical).

ii) Scaffolding or staging more than 4 M. above the ground floor, swung or suspended from an overhead support or erected with stationery support shall have a guard rail properly bolted, braced or otherwise secured, at least 1 M. above the floor or platform or such scaffolding or staging and extending along with the entire length of the outside and ends thereof with only such openings as may be necessary for the delivery of materials. Such scaffolding or staging shall be fastened to prevent it from swaying from the building or structure.

iii) Working platforms, gangways and stairway shall be so constructed that they do not sag unduly or unequally and if the height of the platform, gangway or stairway is more than 4 M. above ground level or floor level, they shall be closely boarded and shall have adequate base and be suitably fenced as describe in (ii) above.

iv) Every opening in the floor of a building or in a working platform shall be provided with suitable means to prevent the fall of persons or materials by providing suitable fencing or railing whose minimum height shall be 1 M.

installed at night so as to prevent persons slipping into excavations.

v) Safe means of access shall be provided to all working places. Every ladder shall be securely fixed. No portable single ladder shall be over 9 M. in length while the width between said rails in sung ladder shall in no case be less than 190 mm. for ladder upto and including 3 M. in length. For longer ladders this width shall be increased at least 20 mm. for each additional meter of length.

vi) A sketch of the ladders and scaffolds proposed to be used shall be prepared and approval of the Employer to be obtained prior to construction.

2. OTHER SAFETY MEASURES

i) All personnel of the Contractor within the plant site shall be provided with safety helmets. All welders shall wear welding goggles while doing welding work and all metal workers shall be provided with safety gloves. Persons employed on metal cutting and grinding shall wear safety glasses.

ii) Adequate precaution shall be taken to prevent danger from electrical equipment. No materials on any of the sites of work shall be so stacked or placed as to cause danger or inconvenience to any person or the public.

3. EXCAVATION & TRENCHING

i) All trenches, 1.25m. or more in depth shall at all times be supplied with at least one ladder for each 30m. in length or fraction thereof. The ladder shall be extended from the bottoms of the trench to at least 1 M. above the surface of the ground. Sides of the trenches which are 1.5m. or more in depth shall be stepped back to give suitable slope or securely held by timber bracing and open or closed type of shoring so as to avoid the danger of sides collapsing. The excavated material shall not be placed within 1.5 M. of the edges of the trenches of half of the depth of the trench whichever is more. Cutting shall be done from top to bottom. Under no circumstances undermining or undercutting shall be done. All dewatering to keep the foundation dry and the sides stable against collapse should be done in a proper manner.

ii) The Contractor shall take all measure on the site of the work to protect the public from accidents and shall be bound to bear the expenses of defense of every suit, action or other proceedings at law that may be brought by any persons for injury sustained owing to neglect of the above precautions and to pay any such persons or which may with the consent of the Contractor, be paid to compensate any claim by any such person.

4. DEMOLITION

i) Before any demolition work is commenced and also during the process of the work , all roads and open areas adjacent to the work site shall either be closed or suitably protected.

iii) No electric cable or apparatus which is liable to be a source of danger over a cable or apparatus used by the operator shall remain electrically charged.

iv) All practical steps shall be taken to prevent danger to persons employed from the risk of fire or explosion of flooding. No floor, roof or other part of the building shall be so overloaded with debris of materials as to render it unsafe.

5. PERSONAL SAFETY EQUIPMENT

i) All necessary personnel safety equipment as considered adequate by the Employer should be kept available for the use of the persons employed on the site and the Contractor should take adequate steps to ensure proper use of equipment by those concerned.

ii) Workers employed on mixing asphaltic materials, cement and lime mortar shall be provided footwear and protective goggles.

iii) Those are engaged in white washing and mixing or stacking or cement bags or any materials which is injurious to the eyes shall be provided with protective goggles.

iv) Those are engaged in welding works shall be provided with welder's protective eyesight lids.

v) Stone breakers shall be provided with protective goggles and protective clothing and seated at sufficiently safe intervals.

vi) When workers are employed in sewers and manholes which are in use, the contractor shall ensure that the manhole covers are opened and are ventilated at least for an hour before the workers are allowed to get into manholes and the manholes so opened shall be cordoned off with suitable railing and provided with warning signals or boards to prevent to the public.

vii) The Contractor shall not employ men below the age of 18 years and women for the work of painting with products containing lead in any form. Whenever men above the age of 18 are employed on the work of lead painting, the following precautions should be taken.

viii) No paint containing lead or lead products shall be used except in the form of paste or ready made paint.

ix) Suitable face masks should be supplied for use by the workers when paint is applied in the form of spray or a surface having lead paint dry rubbed and scraped.

x) Overall shall be supplied by the Contractor to the workmen and adequate facilities shall be provided to enable the working painters to wash during the cessation of the work.

xi) When the work is done near any public place where there is risk of drowning, all necessary equipments should be provided and kept ready for use and all necessary steps taken for prompt rescue of any person in danger and adequate provision should be made for prompt first aid treatment of all injuries likely to be sustained during the course of the work.

6. HOISTING MACHINES

i) Use of hoisting machines and tackle including their attachment, anchorage and support shall conform to the following standards or conditions :

ii) These shall be of good mechanical constructions, quality material of adequate strength and free from patent defects and shall be kept in good repair and in good working order.

iii) Every rope used in hoisting or lowering materials or as means of suspension shall be durable quality and adequate strength and free from patent defects.

iv) Every crane driver or hoisting appliance operator shall be properly qualified and no person under the age of 21 years shall be in charge of any hoisting machine including any scaffolding winch or give signals to operator.

v) In case of every hoisting machine and of every chain ring hook, shackle, shovel and pulley block used in hoisting or as means of suspension the safe working load shall be ascertained by adequate means. Every hoisting machine and all gear referred to above shall be plainly marked with the safe working load. In case of hoisting machine having variable safe working load, each safe working load and the conditions under which it is applicable shall be clearly indicated. No part of any machine or any gear referred to above in this paragraph shall be loaded beyond the safe working load except for the purpose of testing.

vi) In case of department machines, the safe working load shall be notified by the Employer. As regards Contractor's machines, the Contractor shall notify the safe working load of the machine to the Employer whenever the contractor brings any machinery to site of work and get it verified by the Employer concerned.

vii) Contractor shall ensure and follow all safety codes in the construction of such type of works being executed or intended for.

viii) Motors, transmission gears, electric wiring and other dangerous parts of hoisting appliances should be provided with such means as well reduce to the minimum the risk of any part of a suspended load becoming accidentally displaced. When workers are employed on electrical installations which are already energized, insulating mats, wearing apparel, such as gloves, sleeves and boots as may be necessary, should be provided. The workers should not wear any rings, watches and carry or other materials which are good conductors of electricity.

ix) All scaffolds, ladders and other safety devices mentioned or described herein shall be maintained in safe condition and no scaffolding, ladder or equipment shall be altered or removed while it is in use.

x) Adequate washing facilities should be provided at or near places of work.

xi) These safety provisions should be brought to the notice of all concerned by display on a notice board at a prominent place at work spot. The person responsible for compliance of the safety code shall be named thereon by the Contractor.

xii) Notwithstanding all the above clauses there is nothing in these to exempt the Contractor from the operations of any other Act or Rule in Force in the Republic of India.

ANNEXURE-VII

TECHNICAL SPECIFICATIONS FOR ELEVATORS

1. GENERAL.

These specification are intended to cover the complete installation in a first class workman like manner and to include all work and materials in accordance with the drawings and as specified. This work shall be done in accordance with the provisions of Orissa State Regulations in force and latest Indian Standard 1860, 4666 and 3534 as applicable. The electrical wiring shall strictly comply to IS : 732 and the entire installation shall be in accordance with the Indian Electricity Act 1910 and Indian Electricity Rules 1956. The contractor shall arrange to obtain the approval of the Inspector of Lifts for commissioning of the lifts and hand over the operation after satisfactory tests.

2. SCOPE OF WORK

The scope of work includes manufacture, testing at works, inspection, packing, delivery, installation, testing, commissioning and maintenance of the equipment as defined in the specifications and obtaining approval/s of appropriate authority for operation. The equipment offered shall be complete with all component and accessories even through not specifically mentioned in these specifications but which are necessary for their satisfactory performance and maintenance under the particular operating and atmospheric conditions.

The scope of work shall also include provision of all necessary civil works, namely, making small holes /pockets, grouting/fixing of hold-fasts, required steel joist and miscellaneous for machine supports, buffers, foundation blots, scaffolding, staging and any other items of work required for the safety of personnel working around the lift shaft etc.

3. DRAWINGS

Before commencing work, the contractor shall submit all drawings necessary to show the general arrangement of the lift equipment. These drawings must be approved by the Employer before installation and these drawings will become part of the contract.

The successful contractor shall submit in triplicate within 21 days of receipt of acceptance of the tender, detailed working drawings and specifications showing the complete details of all works required in connection with the structure and which are to be done by the employer. The firm will be held responsible for any discrepancies, errors and omission in the drawing or particular submitted by him even if these have been approved by the Employer. However, a complete list of all such items should be furnished in the technical bid in their letterhead giving briefly scope of these items.

The contractor should note that any delay in submission of working drawings will render the contractors liable to liquidate damages provided in the conditions of contract. On completion of

work the contractors shall supply three copies of the detailed diagram and equipment maintenance manual's of the employer after erection of the equipment. Further a copy of such detailed diagram shall be framed and installed in the respective main machine room by the contractors.

The contractors shall carry out all the work strictly in accordance with drawings, details and instructions of the Structural Consultants. If, in the opinion of the consultant of the Structural Consultants changes have to be made in the design and with the prior approval in writing of the employer they desire the contractors to carry out the same, the contractor shall carry out the same without any extra charge. The consultants decision in such case shall be the final and shall not be open to arbitration.

4. PAINTING

All exposed metal work furnished in this specifications except as otherwise specified shall be properly spray-painted with good quality nitro cellulose paint ,one coat at the works over an anti-corrosive primer, and another two coats after installation.

5. GUARANTEE

The Contractor shall guarantee that the materials and workmanship of the apparatus installed by him under this specification shall be first class in every respect. He will make good at his own cost, any defects which may develop during the defects liability period.

6. ELEVATORS

(a)The elevators shall be as per relevant BIS specification. The supply and installation of the Elevator shall be done by the manufacturer themselves having servicing facilities at Bhubaneswar.

(b) Technical Specifications.
(Refer data/specification sheet)

7. GUIDES AND FASTENINGS

(a) Guides for car and counter weight shall consist of machined mild steel sections, erected plump and securely fastened to the lift well framing by heavy steel brackets. The guide rails shall be suitable section with ends tongued and grooved forming matched joint and shall be connected with steel fish plates.

(b) Guides shall be arranged to withstand the action of safety gear when stopping a counter weight or fully loaded car. Guides shall be of such length that it shall not be possible for any of the car or counter weights shoes to run off the guides.

Guide rail lubricators shall be installed on the top of the car and counter weight. These lubricators shall distribute and be adjustable by means of regulating screws.

8. MACHINE LOCATION

The machine shall be placed directly over the lift well mounted on structural steel beams with bearing plates provided by the Contractor. The beam will be securely fastened to the support provided by the Contractor.

9. BEARINGS

The machine bearings shall be amply proportioned, dust proof and provided with adequate means of lubricant.

10. ALARM BELL

An emergency alarm bell, including wiring shall be provided and connected to a plainly marked push button in the car operating panel. The alarm bell shall be located at the main floor landing outside of and adjacent to the hoist-way and shall have stainless steel cover.

11. ILLUMINATING LANDING BUTTONS.

The landing call fixtures furnished shall contain illuminating push buttons. "UP" and "DOWN" buttons at the terminal landings. Each button shall consist of an opaque centre including an integrally cast direction arrow and mounted in a translucent plastic jewel. Momentary, pressure of any button shall register a hall call and cause the surrounding jewel of the button pressed to illuminate indicating the registration of the call and the desired direction of travel. The jewel shall remain illuminated until the call has been answered. The push buttons shall be sturdy, strong, good looking, unbreakable type and of the latest model available. The same may be got approved by the Employer before placing order.

12. DIGITAL HALL POSITION INDICATORS

A digital position indicator shall be provided on all landing indicating the position of the car in the hoist-way at all time.

13. DIGITAL CAR POSITION INDICATOR

A digital car position indicator shall be provided in each Elevator car which shall indicate the landing at which the car has stopped or passing.

Illuminating direction arrows shall indicate the direction of travel.

14. BATTERY OPERATED EMERGENCY ALARM

There shall be provided an alarm (solid state – siren type) unit operated by 6 volts power pack consisting of rechargeable nickel – cadmium pencil cells which are trickle charged by a specified charging circuit. The unit gives a waxing and waning siren when alarm button in the car is pressed momentarily. The unit has a faceplate to match with the other car fixtures.

15. BATTERY OPERATED EMERGENCY LIGHT

There shall be provided an emergency light unit using 6 volts power pack consisting of rechargeable nickel-cadmium pencil cells which are trickle charged by a special charger unit with MCB, rectifier , lamp etc.. It will operate automatically in case of power failure. The unit is mounted in a metal box located above the car operating panel and will have a stainless steel faceplate. A toggle switch shall be provided to put off the emergency light when the main switch is off, to prevent discharge of cell. Also, the charger circuit shall be so designed that after one hour of discharge, the discharge rate is drastically reduced to prevent complete discharge of the cells.

16. FIREMAN'S SERVE

Operation of toggle switch inside the glass covered fireman service fixture on the main lobby hall place the Elevator in fireman's service operation. If the car is travelling up it shall slow down and stop at the next immediate landing without opening the door, shall reverse the direction of travel and shall expressly come to ground floor without stopping anywhere in between. If the lift is already travelling in the downward direction then it shall come expressly to the ground floor without stopping in between.

17. OVERLOAD NON-START FEATURE

Upon detection of overload in car

(a) An illuminated display OVERLOAD shall automatically flash together with an electric buzzer.

(b) The car shall remain stationary with doors open until the overload removed.

18. All operating and signal fixture shall be with stainless steel faceplates except the fireman's switch which shall be covered with glass plate.

19. CAR FRAME, SAFETY & GOVERNOR

The car frame shall consist channel top and bottom securely riveted or blotted and substantially reinforces and braced so as to relieve the car enclosure of all strains when the safety device comes into action due to over-speed or when the fully loaded car is run on the buffer springs at normal lift speed.

The safety device shall be mounted on the bottom members of the frame operated by a centrifugal speed governor located over the lift well. The safety device shall be arranged to bring the car to a gradual stop on the guide rails in the event of excessive descending speed and provision made to shut off the power supply and apply, the brake prior to application of the safety.

20. COUNTER WEIGHT

(a) The lift shall be suitably counter-balanced for smooth and economical operation. The counter weight shall be equal to the weight of complete lift car plus about 50% of the specified load and shall consist of cast iron weight contained in structural steel frame.

(b) Substantial expanded metal counter-weight screen guard of suitable height at the bottom of the lift well shall be furnished and installed.

21. ELECTRIC WIRING

All necessary insulated wiring and conduit or tubing, together with necessary fittings metal boxes, through and ducts, shall be provided by the contractor.

(a) Power Cable

- | | | | |
|--------|----------------------|---|--|
| (i) | Manufacture | - | Polycab/CCI or approved equivalent |
| (ii) | Type | - | PVC INSULATED COPPER CONDUCTOR CABLE. |
| (iii) | Voltage grade | - | 1,100 V grade |
| (iv) | Size & No. of cores | - | Minimum 4 sq.mm. Or as required
(Cores as required) |
| (v) | Type of Installation | - | PVC insulated |
| (vi) | Current rating | - | 2-30 AMPS or as required |
| (vii) | Armored/ Unarmored | - | Unarmored |
| (viii) | Applicable standard | - | IS:694 /IS:1554 |
| (ix) | Conductor | - | Copper |
- b) Control Cable
- | | | | |
|-----|-------------|---|--|
| (i) | Manufacture | - | Polycab/Finolex/CCI or approved equivalent |
|-----|-------------|---|--|

- | | | |
|--------|----------------------|---|
| (ii) | Type | -PVC INSULATED COPPER CONDUCTOR CABLE. |
| (iii) | Voltage grade | - 1100 V grade |
| (iv) | Size & No. of cores | - 1.5 Sq.mm. single core |
| (v) | Type of Installation | - PVC insulated |
| (vi) | Current rating | - 3-6 AMPs |
| (vii) | Armored/ Unarmored | - Unarmored |
| (viii) | Applicable standard | - IS:8694 |
| (c) | Trailing Cables | |
| (i) | Manufacture: | INCAB/ UNIVERSAL or approved equivalent |
| (ii) | Type | - PVC INSULATED COPPER CONDUCTOR CABLE. |
| (iii) | Voltage grade | - 600 V grade |
| (iv) | Size & No. of cores | - 16/30 Core conductor size 0.75sq.mm |
| (v) | Type of Installation | - PVC |
| (vi) | Type of sheathing | - PVC |
| (vii) | Applicable standard | - IS:4289 |

22. ROPES

The hoist ropes shall be of traction steel of suitable size, construction and number to insure the proper operation of the Elevator and give satisfactory wearing qualities, Governor ropes shall be of steel.

- | | | | |
|-----|--|---|-----------------------|
| (a) | No. of suspension ropes of car | : | 6 Nos. or as required |
| (b) | Standard to which the suspension ropes conform | : | IS:2365-1977 |
| (c) | Type of construction of suspension ropes | : | SEALED CONSTRUCTION |

- (d) No. of strands in the ropes : 8 Nos.
- (e) No. of wires per strand of the rope : 19 Nos.
- (f) Breaking strength of the rope : 6500 Kgs.
- (g) Safety factor of ropes : Not less than 12
- (h) Name of rope manufacturer : USHA MARTIN INDUSTRIES
- (i) Brake drum & coupling diameters
in mm : not less than 530 mm.

23. CAR DOOR OPERATORS

An automatic door operator shall be provided on the car to automatically open and close the car door in the following manner:

When the car stopped at a landing, the car door shall be opened by the automatic door operator. After the hoist-way door has been closed, the pressing of either a car button or landing operating button at other landings shall cause the car door to close. Electric interlocking shall be provided to prevent the operation of the elevator unless the door is in the closed position.

24. ELECTRONIC DETECTOR

Infra-red light sensor shall be arranged in panels on each side of the Elevator entrance to continuously monitor beams of light. When any beam is disturbed, the electronic circuit shall be interrupted and the door operating mechanism shall return the door to the open position. When entrance is again clear of all obstructions, the elevator door shall close automatically.

25. CAR PLATFORM

The car platform shall be of all steel construction covered by steel plate welded or bolted to the platform members.

The platform shall rest on rubber pads. This arrangement shall be designed to form an isolating rubber cushion between the car and the steel car frame.

The platform shall be provided with granite flooring of approved colour.

26. CAR

The car enclosure with rear and two sides along with front and return panels of stainless steel sheets in plain finish shall have pressure fan and fluorescent lighting concealed by suspended false ceiling with plain acrylic diffuse. The frame of suspended false ceiling shall be power coated aluminium. The canopy of car enclosure shall be sheet steel.

27. CAR DOOR

The entrance shall be provided with a centre opening flush type horizontal sliding stainless steel door. Door shall be hung on rubber tied sheave hangers, with a steel track and guided at the bottom by non-metallic shoes sliding in a threshold groove.

28. DOOR HANGERS AND TRACKS FOR CAR DOOR

Sheave type hanger ties with suitable sound reducing material, and track complete shall be furnished and installed for each car door. Sheaves and rollers shall be of steel and adjustable ball bearing rollers shall take the up-thrust of the doors. An air cord drive or other suitable arrangement shall be used to transmit motion from one door panel to the other.

29. HOIST-WAY ENTRANCES

Complete centre opening entrances shall be furnished and installed and shall consist of flush type stainless steel doors, toe guard, metal sills, struts, headers and hardware as required and acceptable to Fire Bridge and Lift Authorities. Each door shall be equipped with an interlock to prevent movement of the lift when the door is open.

30. DOOR HANGERS AND TRACKS FOR HOIST-WAY DOORS

Sheave type hangers and tracks complete shall be furnished for hoist-way entrance. Sheave and rollers shall be of steel and adjustable ball bearing rollers shall take the up thrust of the doors.

An air cord drive, or wither suitable arrangement shall be used to transmit motion from one panel to the other.

Hangers shall be tied with sound reducing materials.

31. EMERGENCY KEY

Emergency key or equivalent device shall be provided as required by the Elevator contractor.

32. FOLLOWING TECHNICAL SPECIFICATIONS SHALL APPLY TO ALL THE ELEVATORS.

(a) Guide Shoes and Gibs

Cast iron gibs shall be temporarily provided to condition the guide rails before installation of permanent nylon gibs.

(b) Sound Reducing

Sound Reducing materials, perfectly rubber pads, shall be furnished under elevator machine

(c) Buffers

Substantial spring buffers under car and counter-weight shall be furnished and installed. These buffer shall be mounted on continuous channels, fastened to the guide rails. The car buffer springs must be of correct design to stay the car with capacity load without damage should the car terminal limits become in-operative. The car buffers must be located symmetrical with reference to center of car.

(d) Machine

(i) Traction Type Lift

The machine shall be of worm, geared traction type with motor, electromechanical of other approved type of break and driving sheave mounted in proper alignment on a single cast iron or steel bed plate. The worm reduction gear shall be of single worm type housed in a gladness oil tight gear case. Worm to be nickel steel integral with shaft, the worm sheel to have phosphor bronze and motor to be assembled on rigid bed plate.

(ii) Machine Room

It shall be provided with a ball thrust bearing with self aligning blocks, designed to take the end thrust in both directions, thrusts shall be removable without dismantling machine. Bearings of anti-friction metal or roller bearings shall be provided and equipped with suitable means of lubrication to achieve a noiseless operation. All friction surfaces shall have ample dimensions to ensure long life with a minimum of wear. Break shall be spring applied, electrically applied , electrically released and designed to instantly and automatically applied in the event of interruption of power supply from any cause. Generally the machine must be designed to operate on the power supply stipulated. Provision should be made for manual cranking device for operation in case of power failure.

(e) Brake

When metal contacts are used on the controller switches for opening the main circuit or for stopping a lift machine, at least two independent current brakes shall be incorporated in the design, either one shall full load. The direct current brake shall be spring applied and electrically released and designed to provide smooth stops under variable loads. The brakes shall be unaffected by overload or temperature and shall hold load securely and positively when lift stops. The brakes shall be unaffected by overloads or temperature and shall hold load securely and positively when the lift stops. The brakes shall be highly wear resistant. Direct current brake,

spring applied and electrically released could be provided for automatic and high speed operation.

(f) Hoist Motor

The motor must be designed for arduous lift duty rapid reversal and constantly repeated starts. It should be 'F' class insulated, adequately impregnated for tropical climate and mechanically strengthened must be specifically designed to have a high starting torque and low starting current characteristics and within the limits acceptable to supply Co. requirements and I.E. Rules. The bearing must be of phosphor bronze light lubricated and frame of the enclosed ventilated type in accordance with B.S. 168/1936. The motor shall be designed in such a way as to withstand occasional overloading than its rated capacity. The motor shall have good speed regulation under different conditions of loads and shall be designed to give a noiseless and vibration free operation.

(g) Controller

(i) For Traction Lift.

The drive system shall be of variable voltage variable frequency type.

(ii) For machine-room-less-lift

The Drive system shall be KONE ECODISE or approved equivalent. The controller design shall be such that the motor speed will continuously be mentioned even during operations at full rated speed to assure that elevators performance following the reference speed and for greater reliability. Contractor shall be used in addition to the Electronic Devices. The digitalized motor control unit shall be such that it will continually monitor actual performance in real time and issue precise instructions to adjust for any deviations. Thermal overload relays shall be provided for automatically stopping the lift if it is excessively loaded.

Protective relays shall be provided to automatically apply the brake if any of the safety devices fails to operate or power supply fails for any cause. In the event of an earth fault with any gate open, the lift shall not work.

The interruption of the electrical circuit shall stop and/or shall prevent the movement of the car. Reverse phase relay shall be provided on the controller to protect the lift equipment against phase reversal, low voltage and phase failure.

The controller panel shall be floor/wall mounting type with angle iron frame work and with best quality materials. Self adjustment and non-welding type, robust in construction and silent in operation.

The lift shall be protected as follows :

1. Electrically against overload.

2. Safety gear on car so that in the event of breaking or loosening of the rope, the car will be brought to rest immediately by means of grip on the guides.
3. Car gate lock so that in the event of car gate being opened when passengers are in lift, the lift will be brought to rest.
4. Speed governor operating the safety gear in case of over speeding of car in the down direction.

The following tests shall be carried out to the satisfaction of the consultant/employer.

1. Insulation and earth test for all electrical apparatus.
2. Continuous operations of the lift under full load condition for one hour at the end of which time, the temperature of the motor and the operating coils will be tested. This shall be as per IS specification.
3. Overload tests shall be conducted as per relevant IS.

(h) Operation Control System

A technologically advanced microprocessor based control system shall be provided for sufficient handling of passenger and ensure precision floor leveling using feedback data.

(i) Operation Control shall include following features :

- i) Auto Light and Fan "ON-OFF". If the car is not used for a predetermined time, the light and fan inside the car shall automatically switch off. They shall be 'on' automatically when someone calls car from any landing.
- ii) Fireman's Service : There shall be provided a switch with glass cover at the ground floor which shall permit a fireman to break the glass cover and call the Elevator to ground floor by canceling all car and landing calls. The Elevator shall then stop at the ground floor with the doors open to permit the fireman to have exclusive use of the Elevator without any interference from the landing calls.
- iii) Direction of stuck hall button : If the car arrives at a floor and the hall button is jammed or kept pressed continuously for more than a predetermined time, then the car shall proceed to attend the pending calls.
- iv) Home Landing : Car shall automatically return to the designated home landing after answering the last pending call.

v) Load Non-stop : Upon detection of 80% and upto 100% of duty load, the car shall ignore the residual calls and attend only to the car calls until the load inside the car reduces to less than 80% of the duty load.

vi) Top of Car & In Controller Inspection button shall be provided on top of car and inspection mode by operating a toggle 'D' button the Elevator runs in inspection mps.



Operation : An inspection 'U' and 'D' in controller. The Elevator shall be put in switch. Upon continuously pressing 'U' or speed lower than normal speed i.e. 0.7

vii) Door Open Button in Car Operating Panel : Actuation of DO button in COP shall cause the door to open when at landing. The door shall close automatically after remaining open for a predetermined time.

viii) Emergency Stop Button : Actuation of STOP (Red colour) button in car operating shall stop the car immediately (by application of break in machine) as long as the button is pressed. Upon releasing the button the car shall proceed to answer the pending calls.

ix) Terminal Floor Protection : Unless the car starts decelerating normally near the terminal landing, operation of the limit switch in the hoistway shall force the car to decelerate.

x) Fast Speed Deceleration Protection : If the Elevator runs for more than 10 seconds in the fast speed without encountering slow vane the Elevator shall go into emergency stop. The Elevator should restart automatically.

Motor Failure Protection : If abnormal temperature in the Elevator motor is detected by the thermostat embedded in the winding, the car shall be forced to stop at the nearest floor and the door shall remain open. The Elevator shall automatically revert to normal operation as soon as the motor has cooled.

xi) With Attendant Service shall permit an attendance to have full control of the registration of car calls, the starting, stopping, and direction of car travel.

xii) Independent Service: A switch shall be provided in the car operating panel which allows the car to be removed from ground service and be operated by an attendant in response to car buttons only.

j) Stainless steel Car Operating Panel

i) The car operating panel shall be flush mounted in the car enclosure and shall contain the following :

ii) A bank of buttons to correspond to the various landing level served.

iii) An emergency stop switch for stopping the car independently of the regular operating device.

iv) An alarm push button connected to an alarm bell located at the main floor landing outside of and adjacent to the hoistway.

v) A switch for car fan.

vi) A door open button for reversing the doors while closing.

k) With Attendant Operation

i) 'With Attendant Operation' shall be furnished in connection with Selective Collective Automatic Operation Specified.

ii) The attendant shall press button in the car operating panel corresponding to the floors desired. The hall buttons shall stop the car as previously described.

iii) For the use of the attendant the following additional equipment shall be added to the car operating panel.

iv) Key operated switch for cutting in and out the additional equipment for with attendance operation.

v) A buzzer for notifying the attendance when an up trip should be made in answer to hall calls.

vi) A key operated independent service switch.

vii) A non stop buttons for the purpose of by-passing landing calls, but these landing calls shall remain registered, however, until they are answered.

viii) Up and down light jewels for indicating the direction of the car is set to travel.

l) Selective Collective Automatic Operation.

The operation shall be selective collective automatic type with one button in the car for each landing level served and up and down buttons at the intermediate landing and single buttons at each terminal landing. All stops registered by the momentary pressure of the car buttons 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, stops registered by the momentary pressure of the button at the landing shall be made in the order in which the landing are reached in each direction of travel after the buttons are pressed. 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.

m) Battery Backup

Battery backup will be provided to ensure automatic self leveling mechanism in case of power failures.

33. AUTOMATIC SELF LEVELING

The lift shall be provided with a self leveling feature that will automatically bring the car to the floor landing. The self leveling shall within its zone be entirely independent of the operating device and shall automatically correct over-travel as well as under-travel and maintain the car approximately level with the landing regardless of change in load affecting the stretch of the ropes.

34. ERECTION

The lift contractors shall commence the erection of the lift equipment immediately after receipt of the complete equipment from their works and complete the work to the satisfaction of the Employer within the stipulated time. The lift installation shall be handed over to the Employer in perfect working order on completion of the work.

35. GENERAL

a) Contractor must strictly quote in accordance with the above specifications and if there are any variation these shall be separately listed giving reference to the corresponding clause of these specification.

The Contractors shall agree that the take over of the lift shall become effective only on their completing the group control. Where necessary one smooth, efficient and uninterrupted functioning of the car at all landing are jointly observed and ascertained for a period of 60 days from the date of approval of the statutory authorities in all respect.

b) The tenderer shall state clearly in his tender the spare parts and standard tools he will supply when installing the lifts and the rates therefore shall be included in the tender.

c) The Contractor shall not be entitled to any compensation for any loss suffered by him on account of delay in commencing or executing the work whatever the cause for the delay 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 of in commencement or completing of such works or for any other reason whatever and the employer shall not be liable for any claim in respect thereof. The employer does not accept liability for any sum besides the tender amount subject to such variations as are provided or mutually agreed upon.

d) In the event of its being necessary to impart any material of foreign manufacture, the tenderer should obtain the same against his own normal manufacturing or Dealers License quota and should not look to the Employer for any assistance whatsoever for their procurement as Actual user.

e) The Contractor shall train the person nominated by the Employer during the erection of the equipment at site free of cost regarding the operation and maintenance of lift and various equipment being erected in connection therewith. The persons so nominated by the Employer shall be supplied with a set of necessary literature, operating instruction wiring diagram etc., so as to enable them to attend to minor faults and maintenance of the equipment at a later date. For this purpose three copies of operating instructions, literature, wiring diagrams etc. bound in a book from shall be stipulated to the Employer soon after erection of the lift and equipment relating thereto.

ANNEXURE-VIII


NATIONAL BANK FOR AGRICULTURE & RURAL DEVELOPMENT
REGIONAL OFFICE, ANKUR, 2/1, NAYAPALLI CIVIC CENTRE ,
BHUBANESWAR
DATA SHEET



(TO BE FILLED BY BIDDER)

PASSENGER LIFT – TRACTION TYPE

1. Type of Lift : Passenger Lift
2. No. of lift required : One
3. Load : 408 kg. (6 passenger)
4. Rated Speed : 0.70 meters per second
5. Name of floor served : Ground floor to 3rd floor
6. Travel in Meters : 10.05 meters
7. Slops and landings : 4 stops and 4 landings (all openings on same side)
8. Control : AC variable voltage variable frequency (with closed loop)
9. Operation : Simplex full collective with /without attendant
10. Size of shaft (Hoist way) : ----- mm wide ----- mm deep inside dimension
11. Car size : -----x ----- x -----* mm inside dimension
12. Detail and finish of car enclosure : Stainless steel car with S.S. panels on all 4 sides (including SS return panels) Floor – Granite tiles
13. (a) Car entrances : Centre opening stainless steel sliding door glossy matt finish clear opening ---mm wide
* ---- mm high
- (b) Hoisting entrance : - do -

14. Door operations : Automatic with full height infrared light curtain
15. Signals : (a)  Luminous hall buttons with digital hall position indicators at all floors
 (b) Digital Car position indicators
 with direction indicator in each landing
 (c) One (1) No. car operating panel with Luminous steel button in car
 (d) Overload warning Audio, visual indicators in Car
 (e) Hall lanterns and gong on upper floors
 (f) Full load by-pass feature for landing calls
 (g) Sealed maintenance free battery operated alarm and car light. All fixtures in stainless steel
16. Car light and ventilation : Fluorescent light fitting with suspended Perspex ceiling. Cabin type pressure fan with Concealed vents. Also emergency light operating on 6 V sealed maintenance free battery.
17. Car enclosure HSET N06. Colour LCD will be provided with scrolling arrow, floor indicator, real time clock, date, standard elevator messages and safety features.
18. (a) Power supply : 400 V, $\pm 15\%$, 50 Hz, $\pm 3\%$ AC 3 phase, 4 wire system- will be made available at a single point
 by 4 Core AYPY cable and lift supplier shall do the glanding and lugs connect the cable to this switch gear for further use for Drive and Lighting and all purposes of the lift. The Switch gear shall include all switches, ELCB, Fuse etc. as per inspectorate Standards /IS Specifications.
 Light /exhaust fan /plug points for Lift Machine Room & Lift well will be provided by the Employer
19. Suitable device for lowering or Raising the Car : Normal cranking device
20. Arranging for opening all lift doors : Car entrance and landing entrance doors at all floors shall be openable with one master key in

- the case of emergency.
21. One ground switch for Lift at ground floor : To be provided
 22. Facia plate : Complete stainless steel facia plates for all fixtures in hairline finish
Shape- rectangular
 23. Door operation Automatic AC V 3F door operator multi infrared electronic door
 24. Voice Annunciation : Voice announcing system shall be provided
 25. Emergency battery : Emergency battery drive shall be provided to bring lift automatically to nearest landing to rescue trapped passenger during power supply failure
 26. Painting : All exposed metal work shall be given one shop coat of rust inhibiting paint before erection and two coats of final paint of approved quality and colour after erection
 27. Steel Ladder in pit : To be provided

Note:

1. All scaffolding supports, hoist beams etc. directly or indirectly for the works should be provided. The client should not be called upon to provide any facilities or materials other than those specifically to be agreed upon in the agreement. Responsibility for adequate electrical system for compliance with the local electrical inspectorate, preparing electrical drawings applying to get these approved by the inspectorate, making any additions or alterations in the electrical system for such compliance without extra charge are also deemed to be covered. No separate payments for any of these shall be paid for.
2. The entire installation shall conform to the requirements of the Lift Inspector /Electrical Inspector /Local Fire Authorities and it is the sole responsibility of the elevator supplier to get approval for the Layouts and equipment and license for the operation of the elevators.
3. The details mentioned above are indicative and the Contractor has to include all standard features and safety devices in the scope of supply. All such details shall be clearly enumerated in their Tender.

**NATIONAL BANK FOR AGRICULTURE AND RURAL
DEVELOPMENT (NABARD), ORISSA REGIONAL OFFICE,
ANKUR,2/1,NAYAPALLI CIVIC CENTRE, BHUBANESWAR-
751015**

**TENDER DOCUMENTS FOR THE SUPPLY , INSTALLATION, TESTING AND
COMMISSIONING OF ONE 6 PASSENGER CAPACITY ELECTRICAL LIFT**

SCHEDULE OF QUANTITIES

PART-II

BILL OF QUANTITIES

**NAME OF WORK: REPLACEMENT OF THE EXISTING LIFT WITH A NEW
6 PASSENGER AUTOMATIC DOOR TYPE V3F LIFT**

NAME OF OFFICE:ORISSA REGIONAL OFFICE , BHUBANESWAR

Sl No.	Description of work	Unit	Qty	Rate in Rs.	Amount in words and figures
1	The offer for purchase of the existing collapsible door type 8 passenger lift on buy-back basis.	No.	1(one)		
2	Dismantling of old existing elevator and taking away the materials to their site.	LS	1(one)		
3	Design, manufacture, supply, erection testing and commissioning of all parts, equipment, devices, control systems or otherwise, spares, tools, (electrical and mechanical) complete of 6-passenger, 0.7 meter per second travelling speed, V3F, automatic door type having central opening, electric traction passenger lifts, lift car having colour LCD, complete in accordance with prescribed specifications, relevant IS/BS standards all to suit the building plans in already constructed hoist-ways and machine room, setting to work and maintaining in full working condition for a period of not less than 12 months from the date of taking over by Employer of installation, obtaining approval of electrical inspector /lift inspector / other statutory authorities as may be required, providing electrical connections, safety devices, including all labour, supervision, all necessary services including all necessary civil works as required to complete the work in all respects, complete as directed by the employer and as specified.	No.	1(one)		
4	Installation , testing and commissioning of the lift	LS	1(one)		

	as per Sl. No.3				
5	Supply , installation , testing and commissioning of automatic Rescue Device (optional)	LS	1(one)	Rate only	
6	Annual maintenance contract fees for the new lift for a period of 3 years after defect liability period of 12 months	LS	One job		

Signature of the contractor

seal:

Place:

Date: