

BHADOHI INDUSTRIAL DEVELOPMENT AUTHORITY

(BIDA- BHADOHI)

Bidding Document

Name of Work: Replacement of Passenger Lift i/c electrical accessories and minor civil works along with 2 years AMC at Niryat Bhawan, BIDA, Bhadohi (UP)

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For The Work : Replacement of Passenger Lift i/c electrical accessories and minor civil works along with 2 years AMC at Niryat Bhawan, BIDA, Bhadohi (UP)

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SECTION 1

List of Important Dates

Sr No	Description	Dates
1	Name of Work	Replacement of Passenger Lift i/c electrical accessories and minor civil works along with 2 years AMC at Niryat Bhawan, BIDA, Bhadohi (UP)
2	Completion Period	90 days
3	Date of Issue of Notice Inviting Bid	
4	Period and Places of Availability or Downloading of Bidding Documents (online only)	From 05/12/2020 to 21/12/2020 Upto 12:00 PM Online on website http://etender.up.nic.in
5	Date, Time & Place of Pre-Bid Meeting	NA
6	Deadline of Submitting or Uploading Bids (online only)	On or Before 21/12/2020 up to 12:00 PM Online on website http://etender.up.nic.in
7	Date, Time & Place of Opening of Technical Bids (online only)	21/12/2020 at 03:00 PM BIDA Bhawan Bhadohi (UP).
8	Time and Date of Opening of Financial Bids (online only)	To be notify
9	Validity of Bid	3 Month

**Office of The Chief Executive Officer
Bhadohi Industrial Development Authority
BIDA-Bhadohi**

No: बीडा/तकनीकी-दो/(185)/88/

Dated

Short Term E-Tender Notice

1. The Executive Engineer on behalf of Chief Executive Officer, Bhadohi Industrial Development Authority, Bhadohi invites the percentage rate bid online under two bid system from the Original Equipment Manufacturer (OEM) of Lift. The Bidders may submit their E-bids online for the work given below. Bidders are advised to note the minimum qualification criteria as specified in the Instructions to Bidders to participate and qualify for the work.
- 2.

Sr No (1)	Name of Work (2)	Estimated Cost (3)	BID Security (EMD) (4)	Tender Fee (5)	Duration of Work (6)
1	Replacement of Passenger Lift i/c electrical accessories and minor civil works along with 2 years AMC at Niryat Bhawan, BIDA, Bhadohi (UP)	1874704.00	187471.00	3000.00 + 540.00 (GST)	03 Month

3. Bid document with detailed Terms and conditions will be available online on website <https://etender.up.nic.in> from 05/12/2020 to 21/12/2020 Up to 12:00 Noon, Bids must be submitted online only at e-tendering portal ie. <https://etender.up.nic.in> on or before dt 21-12-2020 12:00 PM. The received online Technical Bid will be opened on 21-12-2020, at 03.00PM
4. The Bidder will have to deposit Rs 3540.00 As Tender Fee Through RTGS / NEFT.

Name of Beneficiary	B.I.D.A
Name of Bank	Union Bank of India
Name of Branch	Bida Bhadohi
Account No.	303702011402427
IFSC Code	UBIN0558559
Amount	3000.00+540.00 (18%GST)

5. If the office happens to be closed on the date of opening of the bids as specified, the bids will be opened online on the next working day respectively; at the 15:30 Hours and validity of bid will be considered from the original date. The date and time of opening of the financial bid shall be notified on website. The Financial bids of qualified bidders shall only be opened online.
6. Bids must be accompanied with security of the amount specified for the work in the table. Bid security will have to be in any one of the forms Fixed Deposit Receipt of a scheduled commercial bank, NSC, DD issued pledged in favor of Chief Executive Officer, Bhadohi Industrial Development Authority, Bhadohi., shall be scanned and uploaded to the E Tender website within the period of bid submission. valid for 3 months from bid opening date. Bidders can also submit the EMD/Bid security with payment online (RTGS/NEFT) in the beneficiary account detail described above in sr no 4. Bidder to indicate tender id no and name of bidding entity in transaction details field at the time of online payment transfer along with bid.

7. Bidder has to upload scanned copy/proof of online payment transfer (UTR no) of Tender fee and EMD/Bid Security along with bid.
8. A bidder shall not be permitted to bid for works in the BIDA responsible for award and execution of contracts in which his or her spouse's near relatives (defined as first blood relations, and their spouses) is posted as an officer (or any staff of BIDA) in any capacity. Bidder shall also submit an affidavit clearly mentioning the names and designation of relatives working in any capacity in the BIDA responsible for award and execution of work.
9. No Engineer of Gazetted rank or other Gazetted officer employed in Engineering or Administrative duties in an Engineering Department of the State / Central Government is allowed to work as a Contractor for a period of two years after his retirement from Government service, without Government permission. This contract is liable to be cancelled if either the Contractor or any of his employees is found at any time to be such a person who had not obtained the permission of the Government as aforesaid before submission of the tender or engagement in the Contractor's service.
10. Bid documents and other details consisting of qualification information and eligibility criterion of bidders, plans, specifications, drawings, the schedule of quantities of the various classes of work to be done and the set of terms & conditions of contract to be complied with by the Contractor can be seen on web site <https://etender.up.nic.in>
11. Any bidder who is having criminal record is not allowed to participate in the bidding process.
12. Any bidder who is registered with the state Bar Council is not allowed to participate in the bidding process.
13. Each bidder is required to furnish an affidavit online on a non-judicial stamp paper of Rs. 100/- giving all information/document on prescribed proforma required for evaluation of the bidding capacity of the bidder.
14. Successful bidder has to provide extra performance security as per GO No 622/23-12-2012-2 audit-08 TC-2 dated 08-06-2012
15. According to the provisions of Government Order No 1/2018/3070/78-2-2018/42IT/2017(22) Date 03-01-2018 after opening of the technical and financial bids. The bidder has to submit original document personally in department / office. In the event of non-submission of original documents by the bidder, the appropriate action will be taken in accordance with the provisions of G.O.
16. All Conditions of tender document shall be full filled by the tenderer.
17. The bidder must be the OEM of lift or authorized dealer having authorization certificate from their OEM of Lift can participate in this bid. T4 and T5 is not mandatory. Bidder should produce solvency certificate from any Nationalized Bank, not more than six month old.
18. 1% labour cess will be deducted from the contractor's bill.
19. The Chief executive officer does not bind itself to accept the lowest or any other bid and reserves to itself the authority to reject any or all the bids received without the assignment of any reason. All bids in which any of the prescribed condition is not fulfilled or any condition including that of conditional rebate is put forth by the bidder shall be summarily rejected.
20. Conditional Tender may be rejected without assigning any reason.
21. Any recovery pointed out by TAC/Department shall be binding to Bidder.
22. Price escalation will not be allowed during the contract period
23. Copy of enlistment order and certificate of work experience and other documents as specified in the tender documents for eligibility shall be scanned and uploaded to the

etendering website within the period of bid submission. However, certified copy of all the scanned and uploaded document as specified in tender documents shall be submitted by the lowest bidder within a week physically in the office of tender opening authority.

24. The intending bidder must have valid class- II/III digital signature to submit the bid.
25. Firm should be registered in G.S.T & Income Tax Department. This is mandatory. GST Registration Certificate and PAN and GST Should be attached with the Tender.
26. Bidder financial standing: The bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt. Bidder to upload undertaking to this effect with bid.

27. **Criteria of eligibility**

The Contractors, who fulfill the following requirements, shall be eligible to apply. Joint Ventures are not accepted.

- Should have satisfactorily completed the works as mentioned below during the last Five years ending previous day of last day of submission of Bids:
- Three similar works each costing not less than 40% of the estimated cost of the project

OR

- Two similar works each costing not less than 50% of the estimated cost of the project
- OR
- One similar work costing not less than 80% of the estimated cost of the project.

And

Similar Work Mean:- as specified in sr no 2.

OEM and their authorized dealer having authorization certificate to perform this specific work, shall have to submit the certificate from OEM

- a) The bidder must have certificate of satisfactory completion as per the sr no 27.
- b) An undertaking from the OEM regarding :
 - The OEM is unconditionally support the authorized dealer technically throughout the execution of contract as well as for Maintenance/Comprehensive Maintenance Contract (AMC) for the useful life of the system.
 - The OEM shall provide all the spares required for healthy functioning of the equipment for the period of agreement.
 - The OEM shall furnish an undertaking regarding availability of spares for the entire life of the lift i.e. 15 to 20 years.
- c) No parts sourced/ manufactured from China should be used in lift.
- d) Every bidder shall be required to indicate percentage of local content and provide details of the location at which the local value addition is made.
- e) AMC period is of 2 years after 01 year of Guarantee / Warranty Period.
- f) The credit of old lift material is mentioned in Boq. Old lift material will be the property of successful L-1 bidder after award of contract and execution of the said work. Bidders are advised to visit the site location and inspect the old material before quoting the rate/percentage of rates mentioned in boq.
- g) Approved make of Lift:- Kone / Mitsubishi / Schindler / OTIS /Johnson Lift Pvt . Ltd

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SECTION 2
Instructions To Bidders (ITB)

A. GENERAL

1. Scope of Bid

- 1.1 The 'Employer' as defined in the Appendix to ITB invites Bids for the works as described in these documents and referred to as "the work/works". The name, identification and number of the works is provided in the Appendix to ITB. The Bidders may submit bids for any or all of the works detailed in the table given in the Notice Inviting Tender (NIT). Bid for each work should we submit separately.
- 1.2 The Successful Bidder will be expected to complete the Work/Works by the Intended Completion Date specified Part I General Conditions of Contract or in NIT.
- 1.3 Throughout these documents, the terms "Bid" and "Tender" and their derivatives(Bidder/Tenderer, bid /Tender, Bidding/Tendering, etc) are synonymous.

2. Source of Fund

- 2.1 The Bhadohi Industrial Development Authority Bhadohi has decided to undertaken provide funds for the Work/Works.

3. Eligible Bidders

- 3.1 Bids is open to Firms / Contractors (Bidders) as specified in NIT / Press Notice.
- 3.2 Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices by the Central Government, the State Government or any Public undertaking, Autonomous body, Authority by whatever name called under the Central or the State Government.
- 3.3 Any Bidders having criminal record is not allowed to participate in the bidding process. Any person who is having criminal cases against him or involved in the organized crime or gangster activities or mafia or Goonda or Anti-social activity are strictly prohibited to participate in the bidding Process. If it is established that any bidder has criminal record, his bid shall be automatically cancelled.
- 3.4
- 3.5 Any bidder who is an Advocate and Registered with any State Bar Council Shall not be allowed to participate in the bidding. If it is established that the contractor is registered with the state bar council, **his bid automatically cancelled.**

4. Qualification of the Bidder

- 4.1 The bidder must have certificate of Eligibility and Qualification as prescribed in NIT/Press Notice.

5. One Bid per Bidder

- 5.1 Each Bidder shall submit only one Bid for one work. **A Bidder who submits more than one Bid will cause the proposals with the Bidder's participation to be disqualified.**

6. Cost of Bidding

- 6.1 The Bidder shall bear all costs associated with the preparation and submission of his bid and the Employer will "in no case" be responsible or liable for those costs.

7. Site Visit

- 7.1 The Bidder at his own cost, responsibility and risk is to visit, examine and familiarize himself with the Site Works and its surroundings and obtain all information that may be necessary for preparing the bid. He may contact the person whose contact details are given in the Appendix to ITB.

B. BIDDING DOCUMENT

8. Content of Bidding Documents

8.1 The set of Bidding Documents comprises the documents listed below and addenda issued in accordance with Clause 10 of ITB.

1. Notice Inviting Tender
2. Instructions to Bidders
3. Qualification information
4. Conditions of Contract (General & Special)
5. Specifications & Drawings
6. Bill of Quantity
7. Form of Bid
8. Form of Acceptance & Standard Form of Agreement

8.2 Bidding Documents available/download online at website <https://etender.up.nic.in>.

8.3 The bidder is expected to examine carefully all instructions, forms, terms and specifications in the bidding Documents and to furnish with its bid all information and documentation as required by the bidding documents. Failure to comply with the requirements of Bid Documents shall be at the bidder's own risk.

9. Clarification of Bidding Documents

9.1 A prospective bidder requiring any clarification of the bidding document may notify the employer in writing or by cable ("cable" includes Telex and Facsimile) at the employer address indicated in the NIT or given in the Appendix to ITB. The Employer will respond to any request for clarification received earlier than 10 Days prior to the dead line for submission of bid. Copies of the employer's response will be forwarded to all purchasers of the bidding documents including a description of the enquiry but without identifying its source.

10. Amendment of Bidding Documents.

10.1 Before the dead line for submission of bids, the Employer may modify the bidding documents by issuing addenda.

10.2 Any addendum thus issued be part of the bidding documents and shall be communicated writing by registered post or by cable to all purchasers of the bidding documents. Prospective bidders shall acknowledge receipt of each addendum in writing or by cable to the Employer.

C. PREPARATION OF BIDS

11. Language of Bid

11.1 All documents relating to the Bid shall be written in English.

12. Documents Comprising the Bid

12.1 The Bid submitted by the Bidder shall be in sealed envelope and comprise two parts namely Technical Part & Financial Part.

13. Bid Prices

13.1 The Contract shall be for the whole work/works, as described in clause 1.1 of ITB, based on the priced Bill of Quantities submitted by the Bidder.

- 13.2 The Bidder shall adopt the Percentage Rate method. Percentage Rate Method requires the bidder to quote a percentage above/below/ at par of the schedule of rates specified in Bill of Quantity.
- 13.3 All duties, taxes, royalties and other levies payable by the Contractor under the Contract, or for any other cause, shall be included in the rates, prices, and total Bid price submitted by the Bidder.
- 13.4 The rates and prices quoted by the Bidder shall be fixed for the duration of the contract and shall not be subject to adjustment.

14. Currencies of Bid

- 14.1 The unit rates and the prices shall be quoted by the Bidder entirely in Indian Rupees.

15. Bid Validity

- 15.1 Bid shall remain valid for a period of ninety days after the deadline date for bid submission specified in bid document. A Bid valid for a shorter period shall be rejected by the Employer as non-responsive.
- 15.2 In exceptional circumstances, prior to expiry of the original time limit, the Employer may request that the bidders may extend the period of validity for a specified additional period. The request and the bidders' response shall be made in writing or by cable. A bidder may refuse the request without forfeiting his Earnest Money.
A bidder agreeing to the request, will not be required or permitted to modify his bid, but will be required to extend the validity of his earnest money for a period of the extension and in compliance with Clause 16 of ITB in all respects.

16. Earnest Money

- 16.1 The Bidder shall furnish, as part of the Bid, Earnest Money, in the amount specified in Bid Document.
- 16.2 The Earnest Money shall be in the form Fixed Deposit Receipt (FDR) of a Nationalized Bank issued in favour of the name given in the Appendix to ITB. The Fixed Deposit Receipt shall be valid for six months or more after the last date of receipt of bids. **A scanned copy of earnest money document will be submitted along with the tender online.**
- 16.3 Any Bid not accompanied by an acceptable Earnest Money, unless exempted in terms given in the Bid Document, shall be rejected by the Employer as Non-Responsive.
- 16.4 The Earnest Money of unsuccessful Bidders will be returned within 28 days of the end of the Bid validity period.
- 16.5 The Earnest Money of the successful Bidder will be discharged when the Bidder has signed the Agreement and furnished the required Performance Security.
- 16.6 The Earnest Money may be forfeited:
- (a) if the Bidder withdraws the Bid after Bid opening during the period of Bid validity;
 - (b) in the case of a successful Bidder, if the Bidder fails within the specified time limit to
 - i. Sign the Agreement; and/or
 - ii. Furnish the required Performance Security.

17. Format and Signing of Bid

- 17.1 The Bidder shall submit one set of the Bid comprising of the documents as described in Bid Document.

- 17.2 The Bid shall be typed or written indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Bidder. All pages of the Bid shall be signed by the person or persons signing the Bid.
- 17.3 The Bid shall contain no overwriting, alterations or additions, except those to comply with instructions issued by the Employer, or as necessary to correct errors made by the bidder in which case such corrections shall be made by scoring out the cancelled portion, writing the correction and initialing and dating it by the person or persons signing the Bid.

D. SUBMISSION OF BIDS

18. Sealing and Marking of Bids (Amended)

- 18.1 The Bidder shall have to bid on line separately for Technical and financial bid. The Technical Bid will be opened on AS PER NIT. Financial Bid will be opened after technical evaluation and that will be updated on e-tender website.
- 18.2 -N/A-

19. Deadline for Submission of Bids

- 19.1 Deadline and submission related information are elaborated in NIT
- 19.2 The Employer may extend the deadline for submission of Bids by issuing an amendment.

20. Late Bids

- 20.1 No provision / consideration on late bid/bids submission.

E. BID OPENING AND EVALUATION

21. Bid Opening

- 21.1 The technical bid shall be opened online. (Amended) The Employer will open the Bids online in the presence of the Bidder/Bidders' representatives who choose to attend at the time, date and place specified in the Bid Document. In The event of the specified date for the opening of Bids being declared a holiday for the Employer, the Bids will be opened at the appointed time and location on the next working day.
- 21.2 -N/A-

22. Process to be Confidential

- 22.1 Information relating to the examination, clarification, evaluation, and comparison of Bids and recommendations for the award of a contract shall not be disclosed to Bidders or any other persons not officially concerned with such process until the award to the successful Bidder has been announced. Any attempt by a Bidder to influence the Employer's processing of bids award decisions may result in their rejection of his Bid.

23. Clarification of Bids and Contacting the Employer

- 23.1 No Bidder shall contact the Employer on any matter relating to its Bid from time of the Bid opening to the time the contract is awarded.
- 23.2 Any attempt by the Bidder to influence the Employer's Bid comparison or Contract award decision may result in the rejection of his Bid.

24. Correction of Errors

- 24.1 Bids might be determined to be substantially responsive will be checked by the Employer for any documentation errors. Errors will be corrected by the Employer as follows:
- (a) No correction can be made in financial bid either from Employer or bidder.

- (b) -N/A-.
- 24.2 No correction can be made in financial bid, in case if the bid will rejected by the employer, the the Earnest money shall be refund on request of bidder.

25. Evaluation and Comparison of Bid

- 25.1 The Employer will evaluate and compare the bids which are are submitted by the bidders and can be determined substantially responsive.
- 25.2 Financial bid cannot be edited/corrected if any errors found in financial bid.

26. Price Preference

- 26.1 There will be no price preference to any bidder.

F. AWARD OF CONTRACT

27. Award Criteria

- 27.1 The Employer, will award the Contract to the Bidder who's Bid has been determined:
(i) to be substantially responsive to the bidding document and who has offered the Lowest evaluated Bid price.

28. Employer's Right to accept any Bid and to reject any or all Bids

- 28.1 Notwithstanding the above clause the Employer reserves the right to accept or reject any Bid, and to cancel the Biding process and reject all Bids, at any time prior to the award of Contract, without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Employer's action.

29. Notification of Award and Signing of Agreement.

- 29.1 The bidder whose Bid has been accepted will be Notified of the award by the Employer prior to expiration of the Bid validity period by cable, telex or facsimile confirmed by registered letter. This letter (here in after and in the Part I General Conditions of contract called the "Letter of Acceptance") will state the sum that the Employer will pay to the Contractor in consideration of the execution, completion by the Contract or as prescribed by the Contract (hereinafter and in the contract called the "Contract Price ")
- 29.2 The notification award will constitute the formations of the Contract.
- 29.3 The Agreement will incorporate all agreements between the Employer and the successful Bidder. It will be signed by the Employer and the successful bidder after the performance security is furnished.

30. Corrupt or Fraudulent Practices

- 30.1 The Employer requires the Bidders/Contractors to strictly observe the laws against fraud and corruption in force in India, namely, Prevention of Corruption Act, 1988.

Appendix to Instructions To Bidders(ITB)

Instructions to Bidders

Clause Reference

- (1.1) The Employer is Chief Executive Officer, Bhadohi Industrial Development Authority, Bhadohi
Represented by : Executive Engineer Bhadohi Industrial Development Authority, Bhadohi
- (1.1) As per BOQ/NIT
(3.1) -----
(4.2) -----
4.2 (g) -----
(4.4 A)(b) -----
(4.4 B)(a)(iii) -----
(4.4. B)(b)(i) -----
(4.4 B)(b)(ii) -----
- (7.1) The contact person is: Executive Engineer Bhadohi Industrial Development Authority, Bhadohi 05414-224593, 8853082162
- (9. 2.1) Place, Time and Date for pre-bid meeting are: Place: **As per NIT**
Time: **As per NIT**
- (11.1) Language of the bid is: *English*
- (12.1) Part I (v) The other documents required are: NONE
- (13.2.) Bids may be submitted only in **As per NIT** method
- (13.2) Schedule of Rate applicable for item Method is: As mentioned in the bill of quantities for percentage rate bids (REFER TO NIT AND BOQ.)
- (16.1) The amount of Earnest Money shall be **As per NIT**.
Fixed Deposit Receipt must be drawn in favour of:
“Chief Executive Officer, Bhadohi Industrial Development Authority, Bhadohi”
- (16.2) Other acceptable forms of Bid Security pledged in favour of:
“Chief Executive Officer, Bhadohi Industrial Development Authority, Bhadohi”
FDR ONLY.
- (16.3) Exemption from Earnest Money is granted to: **NONE**
- (20.1) The Employer's address for the purpose of Bid submission is Places –
On line on <http://etender.up.nic.in>.
Physical Bid on:- BIDA Bhawan, Near Rajpura Crossing, Aurai Road, Bhadohi UP
- (20.1) The deadline for submission of bids shall be: **As per NIT**.
- (21.1) The date, time and place for opening of the Technical Bids are:
(A) Technical Bid : As per NIT.
(B) Financial Bid (For qualified bidder as) for opening online to be notified later online on <http://etender.up.nic.in>.

SECTION 3
Qualification Information

As prescribed in NIT or Press Notice

SECTION-4

GENERAL CONDITION OF CONTRACT

- (1) The “contract” means a document forming offer/tender and acceptance thereof and the formal agreement, agreement executed between the Bhadohi Industrial Development Authority and the Contractor, together with the documents referred to therein including the conditions, specifications, designs, drawings and instructions issued from time to time by the Engineer-in-charge and all these documents taken together shall be deemed TP from a contract shall be complimentary to one another.
- (2) In the contract, the following expressions shall unless the context otherwise requires have the meaning herewith respectively assigned to them.
 - (a) The “work or works” shall unless there be something either in the subject to context repugnant to such construction, be construed and taken to mean the work by or of the contract to be executed whether temporary or permanent and whether original altered out statuted or additional.
 - (b) The “Site” shall mean the land and/or the other place on, into or through or street through which work is to be executive under the contract or any adjacent land, path or street which may be allotted or used for the purpose of carrying out the contract.
 - (c) The “Contractor” shall mean the individual or him or company whether in carportated or not undertaking the works and shall include the legal personal representatives or such individuals or the persons composing such firm or company or the successors or such firm or company and the permitted assigns of such individual or firm or company.
 - (d) The “Governor” shall mean the Governor of Uttar Pradesh, his successor or assigns.
 - (e) The “Engineer in charge” shall mean the Executive Engineer the Assistant Engineer as the case may be, who shall supervise and be in charge of the work.
 - (f) The “Estimated Cost” shall mean cost of the work of works as estimated on the basis of the tendered rate or rates agreed to between the parties to contract.
 - (g) The “Development” shall mean the Bhadohi Industrial Development Authority (BIDA) words importing the singular number include the plural number and viceversa.
 - (h) The “Authority” shall mean the Bhadohi Industrial Development Authority.
 - (i) The “Chief Executive Officer” shall mean the Chief Executive officer of the Authority and include additional Chief Executive officer of the Authority.

Clause (I) Performance Guarantee, The successful tenderer shall submit an irrevocable performance guarantee of 10% of the tendered amount in addition to other deposits mentioned elsewhere in the contract for his proper performance of the agreement. The time allowed for submission of performance guarantee by the contractor shall be decided by the NIT approving authority for a period of 4 to 15 days of issue of letter of acceptance. The performance guarantee may be in the form, described in NIT/ ITB.

The performance guarantee shall initially be valid upto 60 days beyond stipulated date of completion plus Defect Liability Period. In case the time of completion of work gets enlarged, the contractor shall get the validity of performance guarantee extended to cover such enlarged time for completion of work. After recording of the completion certificate for the work by the competent authority, performance guarantee shall be returned to the contractor, without any interest. However, in case of contracts involving maintenance of building and services/other work, then 50% of performance guarantee shall be retained as Security Deposit. The same shall be returned year wise proportionately.

In the event of the contract being determined or rescinded under the provision of any of the agreement, the performance guarantee shall stand forfeited in full and shall be absolutely at the disposal of Bhadohi Industrial Development Authority.

All compensation or other sum of money payable by the Contractor to the Authority under the term of his contract may be deducted from, or paid by the sale of a sufficient part of his security deposit or from the interest arising there from, or from any sum which may be due to or may become due to the Contractor by Authority or any account whatsoever and in the event of his security deposit being reduced by reason of any such deduction or sale as aforesaid, the contractor shall within ten days thereafter make good in cash the Government securities endorsed as aforesaid any sum or sums which may have been deducted from, or raised by sale of his security deposit or any part thereof.

Clause (2)

Compensation For Delay, The time allowed for carrying out the work as entered in the tender shall be surely observed by the Contractor and shall be checked from the date of which the order to commence work is given to the contractor. The work shall through the stipulated period of the contract, be proceeded with all the due diligence (time being deemed to be the essence if the contract on the part of Contractor) and the contractor shall pay as compensation- as amount equal to one percent or such smaller amount as the Chief Executive Officer on behalf of the Authority (whose decision in writing shall be final) may decide on the amount of the estimated cost of the whole work shown by the tender for every day that the work remains uncommenced or unfinished after the proper dates. And further, to ensure good progress during the execution of the work, the Contractor shall be bound, in all case in which the time allowed for any work exceeds one month to complete one fourth the work on behalf the value of the work within 9 months from such date and three fourth value of the work within 13 ½ months from such date in the event of contractor filing to comply with this conditions he shall be liable to pay as compensation an amount equal to one percent of such smaller amount on the Chief Executive Office on behalf of the Authority (whole decision in writing shall be final) may remains incomplete provided before taking action under this clause the Chief Executive officer on behalf of the Authority, shall give a notice of 15 days in writing to the contractor and provided always that the entire amount of compensation to be paid under the provision of this clausd shall not exceed the maximum amount of security as specified in clause.

(To be struck of in the all cases when the time allowed for completion does not exceed one month).

Clause (3) (1) The Chief Executive Officer on behalf of the Authority or the Engineer-in-charge shall have the power without prejudice to this right against the contractor in respect of any delay or inferior work, workmanship or otherwise without prejudice to any rights or remedies under any of the provision of this contract or otherwise and whether the date for completion has or has not elapsed by notice in writing to determine the contract if any of the following cases.

**Action
When
whole of
secu-**

(a) If the contractor having been given by the Engineer-in-charge notice in writing (which notice under the hand of the Engineer-in-charge or communicated through the Executive Engineer/Assistant Engineer shall be conclusive evidence, to rectify recon struck replace any defective work or any work damaged by any reason what-so-ever or that the work is being performed in any inefficient or otherwise improper or unworkman like manner or if the contractor shall omit the comply with

requirements of such notice within a period of seven days of such notice or if the contractor shall delay or, suspend the execution of the work so and in the judgment of the Engineer-in-charge (which shall be final and binding) he will be unable to secure completion of the work by the date of completion or he has already failed to complete the work by that date.

- (b) If the contractor being a company shall pass a resolution or the Court shall make an order that the Company shall be wound up or if receiver or a manager on behalf of creditor shall be appointed or if circumstances shall arise which entitle the court of creditor shall be appointed a receiver of manager or which entitle court to make a winding up under :-
- (c) If the contractor commits breach of any of the terms and conditions of the this contract other than those mentioned in sub-clause (a) above.
- (d) If the contractor commits any act mentioned in clause 21 hereof.
- (2) When the contractor has made himself liable for action under any of the cases aforesaid the Chief Executive Officer on behalf of the Authority or the Engineer in charge shall be Powers to adopt any one or more the following courses as the may deem best suited to the interest of the Authority.
 - (i) to determine or rescind the contract as aforesaid (of which termination, rescission notice in writing to the contractor under the hand of the Engineer-in-charge or communicated through Executive Engineer shall be conclusive evidence) upon such determination of recession security deposit of contractor shall be liable to be forfeited and shall be absolutely at the disposal of the Authority.
 - (ii) to employ labour paid by the Authority and to supply materials to carry out the works or any part of the work debiting the contractor with the cost of the labour and price of the materials (of the amount of which cost and price the certificate under the hand of the Engineer-in-charge communicated through the Executive Engineer shall be final and conclusive against the contractor) and or editing him with the value of the work done in all respect in the same manner and at the same rates as it has been carried out by the contractor under the terms of his contract. The Certificate of the Engineer-in-charge as to the value of the work done shall be final and conclusive against the contractor provided always that action under this sub clause shall only be taken after giving notice in writing to the Contractor. Provided also that if the expenses incurred by the Authority are less than the amount. Payable to the contractor at his agreement rates, the difference shall not be paid to the contractor.
 - (iii) After giving notice to the contractor to measure up the work got done by him and to take such part thereof as shall be unexecuted out of his hands and to give it to another contractor to complete in which case any expenses which may be incurred in excess by him (him of the amount of wexceos cost or the certificate in writing of the Engineer-in-charge shall be final and conclusive) shall be borne and paid by the original contractor and may be deducted from any money due to him by the authority under this contract or on any other account what ever or from his security deposit or the proceeds of sles thereof or a sufficient part thereof as the case may be.
- (3) In the event of any or any more of the courses mentioned in Cub Clause (2) above being adopted by the Engineer-in-charge the contractor shall have not claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials or entered in to any engagements or made any advances on account or with a view to the execution of the work of the performance or contract And in case action is taken under any of the provisions aforesaid, the contractor shall not be entitled to recover or be paid any sum for any work thereof actually performed

under this contract unless and until the Engineer-in-charge has certified in writing the performance of such work and the value payable in respect thereof and he shall only be entitled to be paid the value so certified.

**Clause (4)
Contractor
remain the
Compensation
of action not
taken under
(clause3)**

I any case in which any of the powers conferred upon the Chief Executive Officer accepting the contract on behalf of the Authority of the Engineer-in-charge by clause (3) hereof shall have become exercisable and the same are not exercised and such power shall notwithstanding be exercisable in the event of any future case of default by the contractor for which by any clause or clause hereof he is declared liable to pay compensation and the liability of the contractor for past and future compensation shall remain unaffected. In event of the Engineer-in-charge putting in force all or any of any of the powers vested in him unless the presiding clause the Engineer-in-charge may if he so desires, take possession of all or any tools, plant material or any stores in or upon the worked or the site thereof or belonging to the contractor or procured by him and intended to be used for execution of the work or any part thereof paying or allowing for the same of account at the contract rates or in the case of these not being applicable at current market rates to be certified the Engineer-in-charge whose certificate thereof shall be final. Otherwise the Engineer-in-charge may send notice in writing to the contractor or his clerk of the works, foreman or stores from the premises (with in a time to be specified such notice) and in the event of the contractor falling to comply with any such requisition, the Engineer-in-charge may remove at contractor expense or sell them by auction or private sale on the accord of contractor and at his risk in all respects and certificate of the Engineer-in-charge as to expenses of any such removal and the amount of the proceeds and expenses of any sale shall be final and conclusive against the contractor.

**Power to take
possession or
by require
removal of or
sell contractor
plant the**

**Clause (5)
Extension of
time**

If the contractor shall desire an extension of the time for completion of the work on the ground of his having been unavoidably hindered in its execution, on any other grounds he shall apply in writing to the Chief Executive Officer on behalf of the Authority through the Engineer-in-charge and a copy thereof is sent to the Executive engineer within 30 days of the date of the hindrance on account of which he desires such extension as aforesaid, and the officer accepting the contractor on behalf of the Authority, shall if in his opinion there shall be final reasonable ground be shown there for authorize such extension of time, of as say his opinion be necessary or proper provided that the extension of time, should be limited to 50% of the total period of the contract bound but in no case exceeding six months. The case of extension of time beyond such period shall be submitted to the Authority by the chief executive officer, provided always that if the contractor continues to perform the work beyond the date of completion or the extended date, as the case may be without obtaining approval for extension as aforesaid the right of the Authority to claim compensation under clause 3 shall be deemed to have been waived.

**Clause (6)
Final
Certificate**

On completion of the work, the contractor shall send a registered notice to the Engineer-in-charge giving the date of the completion and sending a copy of it to the Chief Executive Officer on behalf of the Authority and shall request the Engineer-in-charge to give him a certificate of completion but not such certificate shall be given nor shall the work be considered to be complete until the contractor shall have removed from the site on which the work shall be executed, all scaffolding surplus materials and rubbish, and cleared of the dirt

from all Wood work doors windows walls, floors or other parts of may Building in upon or about which the work is to be executed or of which he may have/had possession for purpose of the execution requirement of this clause as the removal of scaffolding, surplus materials and rubbish & cleaning of dirt and filling of pits on or before the date tha date fixed from completion of the work the Engineer in charge may at the expenses of the contractor as the think fit and clean oof such dirt and fill the pits and aforesaid, and the contractor caim in respect of any such scaffolding or surplus materials as aforesaid excedpt for any such actually realized by the sale thereof, on completion the work shall be measure by the Engineer-in-charge himself or through his subordinates whose measurement shall be binding and conclusive against the contractor, provided that it subsequent to the taking of measurement by the subordinates as aforesaid the Engineer-in-charge has reason to believe that the measurements taken by his sub-ordinates are not correct the Engineer-in-charge shall have the power to cancel the measurement already taken by this subordinated and acknowledged by the contractor and to take measurement against after giving reasonable notice to the contractor and such re-measurement shall be binding on the contractor.

Within ten/thirty days of the receipt of the notice the Engineer-in-charge shall inspect the work and if there is visibly no defect on the face of the work, shall give the contractor a certificate of completion. If the Engineer-in-charge finds the works has been fully completed, it shall be mentioned in the certificate to granted. If on the other hand, it is founds that there are certain visible defects to be removed the certificate to the granted by Engineer-in-charge shall specifically mention the details of the visible defect along with the estimate of the cost for removing therese defects. The final certificate of work shall be given after the visible defects pointed out above have been removed.

**Clause (7)
Payment on
intermediate
certificate to
regarded as
advance**

No payment shall be made for works estimated to cost less than rupees one thousand till whole of the works shall have been completed and a certificate of completion given. But in the case of works estimated to cost more that Rupees one thousand, the contractor shall on submitting the bill thereof be entitled to receive monthly payment proportionate to the part thereof when approved and passed by Engineer-in-charge whose certificate of such approval and passing of the sum so payable shall be final and conclusive against the contractor. But all such the final payment only and not as payments for work actually done and completed and shall not preclude the repairing of bad, unsound and imperfect work to be removed and taken away and reconstructed, or re-erected or it shall not be considered as an admission of the due performance of the contract or any part there of in any respect or the accruing of any claim, not shall it conclude determine or effect in any way the powers of the Engineer-in-charge under these conditions or any of them as to the final settlement and adjustment of the accounts or otherwise or in any other way vary of affect the contract.

The final bill shall be submitted by the contractor within one month of the date fixed for completion of the work or on the date of the certificate of completion furnished by the Engineer-in-charge and payment shall be made within three months of the submission of such bills if the amount of the contract plus that of the additional items is up to 2 lacs and in six months of the same exceeds Rs. 2 lakhs, if there shal be any dispute about any items or

time of the work then undisputed item only shall be paid within the said period of three months or six months or the case may be. The contractor shall submit a list of the disputed items within 30 days from the disallowance thereof and if the fail to do so, his claim shall be deemed to have been fully waived and absolutely extinguished.

Clause (8) bill to be submitted monthly

A bill shall be submitted by the contractor each month on or before the date fixed by the Engineer-in-charge of the all works executed in the previous month and the Engineer-in-charge shall take or cause to be taken the requisite measurement for the purposes of having the same verified and the claim, as for as admissible, adjusted if possible before the expiry of ten days from the presentation of the bill. If the contractor does not submit the bill within the time fixed as aforesaid, the Engineer-in-charge will sent the work, measure up in the presence of the contractor whose counter signature to the measurement list will be sufficient warrant and the Engineer-in-charge may prepare a bill from such list such shall be hindng on the contractor in all respects.

Clause (9) Contractor to be given a week time to fill objection to the measurement declared by the authority

Before taking any measurement of any work has been referred to in clauses 6.7 and 3 hereof the Engineer-in-charge or a subordinate deputed by him shall given measurement after such notice or falls to counter sign or to record the difference within a week from the date of measurement in the manner required by the Engineer-in-charge then and the in any such event the measurement taken by the Engineer-in-charge or by the subordinated deputed by him as the case may be shall not-with-standing the provision in the clause 5 be final and binding on the contract for and the contractor shall have no right to dispute the same.

Clause (10) bills on printed form

The contractor shall submit all bills on the printed forms to be had on application be entered at the rates specified in the tender or in the case of any extra work ordered in pursuance of these conditions and not mentioned or provided for in the tender at the rate there in after provided for such work.

Clause (11) stores supplies by the authority

If the specification or estimate of the work provides for the use of any special description of materials to be supplied from the Engineer-in-charges store or if it is required that the contractor shall use certain stores to be provided by the Engineer-in-charge (such materials and stores & the proices to be charged therefore as thereafter mentioned being so for as practically convenience of the contractor specified in the schedule or memorandum hereto annexed the contractor shall be supplied such materials and stores as are required from time to time to be used by him for the purosos of the contract only, and the value of the fully quantity of materials and stores so supplied at the rates specified in the said schedule or memorandum may be set off or deducted from any sum due, or thereafter to become due, to the contractor otherwise or against or from the security deposit or the proceeds of sale thereof it the same is held in Government securities the some or sufficient position there of being in this case sold for the purpose it shall be the responsibility of the contractor to ascertra in from time to time the Engineer-in-charge about the position of the availability or the materials as aforementioned and any delay on the part of the Engineer-in-charge to arrange supplies of the same shall not entitle the contractor to any compensation but in the event of all such delays the contractor shall be granted reasonable extension of time all materials supplied

to the contract or are the property of the contractor but shall not on any account be removed from but shall not on any account be removal from the site of the work except with the written permission of the Engineer-in-charge or under his order and shall at all times be open to inspection by the engineer-in-charge. Any such material unused and if perfectly good condition at the time of completion or determination or determination of the contract may be special arrangement be taken over by the authority at the prevailing market rates if required for use on other works.

In progress provided that the price allowed shall not exceed the amount charged to the contracts.

**Clause (12)
work to be
executed in
accordance
with speciaing
drawing order**

The contractor shall executed the whole and every part of the work in the most substantial and workman like manner and both as regards materials and otherwise in every respect in strict accordance with the specifications. The contractor shall also confirm exactly, fully, faithfully the designs drawings and instruction in the writ-relasing to the as signed by the Engineer-in-charge and lodged in his office fiction and which the contractor shall be entitled to have access to such office for the orders etc. purpose of inspecting during office hours and the contractor shall be furnished free of charge one copy of the specification and of all such designs drawings and instructions as are not include in the detailed P.W.D. specifications for buildings and rates enforced from time to tiem or any other printed publications on general specifications referred to elsewhere in the contract.

**Clause (13)
alteration in
specifications
and design to
incalidate
contract**

The Engineer-in-charge shall have power to make any alteration or omission from additions to or substitutions for the original specifications drawings designs and instructions that may appear to him to be necessary during the progress of the work and the contractor shall t the work in accordance with any invalidate not instructions which may be given to him in writing signed by The Engineer-in-charge such alteration omission, additions sale institution shall nto invalid date the contractor & any altered additional or substitutional or sub situated work which the contractor may be directed to do in the manner above specified part of the work shall be carried out the contractor on the same conditions in all respects in which he agreed to do the main work.

Extension of
time
consequence of

The time for the completion of the work shall be extended in the proportion that in the altered, additional or substituted work be as to the original contract work and alteration the certificate of the Engineer-in-charge shall be conclusive as to such proportion.

Over and above this further period to the extended of 25 percent of the time so extended may be all owed to the contractor rate for such additional altered or substituted work under this clause be worked out in accordance with the following provisions in their respective order.

In the rates for the additional altered or substituted work are specified in the contract for the work the contractor is bound to carry out the additional altered or substituted work at the same rates as are specified in the contract for the work.

If the altered, additional or substituted work includes any work for which no rates are specified in the contract for the work or can not be derived from the similar class of work in the contract of such work shall be carried out at the rates entered in the schedule or rates for Varanasi District minus/plus percentage which the total tendered amount bears to the estimated cost of the

entire work put to tender.

(iii) If the rates for the additional altered or substituted works are not specifically provided in the contract for the work the rates will be derived from the rates of similar class of work as are specified in the contract for the work.

(iv) If the rates for the altered additional or substituted work can not be determined in the manner specified in sub clauses (i) to (iii) above then the rates for such work shall be worked out on the basis of the schedule of rates of the district specified above minus/plus the percentage which the total tendered amount bears to the estimated cost of the entire work put to tender provided always that if the rate for particular part or parts will be determined by the officer accepting the contract on behalf of Government on the basis of prevailing market rates when the work was done.

(v) If the rate for the altered additional or substituted work can not be determined in the manner specified in sub clauses (i) to (iii) above the contractor shall within in 7 days of the date of receipt of the order to carry out the work in form the officer accepting the contract on behalf of the Government of the rate which it is his intention to charge for such class of work supported by analysis of the rate or rated claimed and the executive Engineer shall determine the rate on the basis of the prevailing market rates and pay the contractor accordingly. However the C.E.O. accepting the contract on behalf of the Authority by notice in writing will be at liberty to cancel his order to carry out such class of work and arrange to carry out in such manner as may consider advisable but under no circumstances, the contractor shall suspend the work on the plea of non-settlement of rates of items. Falling under this clause.

The rates under sub clauses (i) (ii) and (iii) shall be worked out by the C.E.O. accepting the contract on behalf of the Authority.

**Clause (14)
compensation
for alteration
in or restridin
of out work to
be carried**

If at any time after the commencement of the work the authority or the chief executive officer shall for reason whatsoever not require the whole there of as for specified in the tender to be carried out the Engineer-in-charge shall give notice in writing of the fact to the contractor who shall have no claim to any payment or compensation what so ever on account of any profit or advantage which he might have derived from the execution of the work in full, but which he did not derive in consequence of the full amount of the work not having been carried out, neither shall have any claim for compensation by reason of any alterations having been made in the original specifications drawing designs and instructions which shall involve any curtailment of the work as originally contemplated nor shall be have any claim to compensation by reason of his having purchase or procured materials with a view to execution of the work or the performance of the contract, but the Engineer-in-charge shall have the option either to take over the materials at site, if of approved quality and not in excess of the requirements of work and to pay contractor the actual cost there of (the amount of which cost a certificate by the Engineer-in-charge shall be binding on the contractor in the event of this option not being exercised, the contractor may submit to the Engineer-in-charge within one month of date of the order closing down the work the work a detailed statement of the lose that he estimates he will sustain by removing selling or otherwise disposing of the materials. The estimate will be

forwarded to the chief executive officer who will decide what sum, if any, should as a matter of grace be paid to the contractor to compensate him for loss suffered by him, and the decision of chief executive officer shall be final and binding on the contractor.

**Clause (15)
Action
compensation
Payable in case
of bad work**

If it shall appear to the Engineer-in-charge or his subordinate in charge of the work, that any work has been executed with unsound, imperfect or unskilled workmanship or with materials of any inferior description or articles provided by him for the execution of the work are unsound or of a quality inferior to that contracted for otherwise not in accordance with the contract, the contractor shall on demand in writing from the engineer-in-charge specifying the work materials or articles complained of not with standing that same may have been inadvertently passed, certified and paid for the work to rectify or remove and reconstruct the work so specified in whole or in part, as the case may require or as the case may be, remove the materials or articles so specified and provide other proper and suitable materials or articles at his own proper and own proper charge and cost, and in the event of his failing to do so within a period to be specified by the Engineer-in-charge in his demand aforesaid then the contractor shall be liable to compensation at the rate of one percent on the amount of the estimate for every day not exceeding ten days while his failure to do so shall continue, and in the case of any such failure the Engineer-in-charge may rectify or remove and re-execute the work on remove and replace with other the materials or articles complained of as the case may be at the risk and expenses in all respects of the contractor.

**Clause (16)
Acceptance of
such standard
work and
causing
technical
Examination of
work**

The authority shall have the right to accept at reduced rate, sub standard or defective work, and to cause an audit and technical examination of the works and the running and final bills of the contractor including all supporting vouchers, abstract etc. to be made before or after the payment of the final bills and if as a result of such acceptance of substandard or defective work audit and technical examination any sum is found to have been over paid in respect to any work done by the contractor under the contract or any work claimed to have been done by him under the contract, but found not to have been actually executed shall be liable to refund the amount of the over payment and it shall be lawful for the authority to recover the same from him in the manner prescribed in clause (I) above or any other manner legally permissible and if it is found that the contractor (i) was paid less than what was due to him under the contract in respect of any work executed by him under it the amount of such under payment may be duly paid by the authority to the contractor. Provided that the substandard or defective work accepted is not considered to be seriously defective by the Engineer-in-charge and the rate of the work so accepted is suitably reduced by him to compensate the authority and such reduction is binding on the contractor.

**Clause (17)
open
inspection
contractor
responsible
agent to be
present**

All work under or in the course of execution or to be executed in pursuance of the contract shall at all times be open to the inspection and supervision of the Engineer-in-charge and the contractor shall at all times during the usual working hours and at all other times at which reasonable notice of intention of the Engineer-in-charge or his subordinate to visit the works shall have been given to the contractor either himself be present or receive orders and instruction or have a responsible agent duly accredited in writing present for that purpose orders given to the agent shall be considered to have the same

contract's	force as if they had been given to the contractor himself.
Clause (18) Notice to be given before work is covered up	The contractor shall give not less than five days notice in writing to the Engineer-in-charge or his subordinate incharge of the work before covering up or otherwise placing beyond the reach of the measurement and any work in order that the same may be masured and correct dimension there of be taken before the same is so covered up or placed beyond the reach of measurement and shall not cover up or placed beyond the reach of measurement any work without the consent in writing of the Engineer-in-charge or his subordinate in charge of the work and if any work shall be covered up or placed beyond the reach of measurement without such notice having been given or consent obtained the same shall be uncovered at the contractor expense or in default there of no payment or allowance shall be made for such work or the materials with which the same was executed.
Clause (19) contractor liable for damage done & for inspections six month after certificate	If the contractor or his work men or servants shall break deface injure or destroy any part of a building or in which they may be working or any building road fence enclousure or grass land or cultivated ground contiguous to the premises on which the work or any part threof is being executed or if any damage shall happen to the work while in progress from amny cause whatsoever or any defect shrinkage or other faults appear in it within six months after a certificate final or otherwise of its completion shall have been given by the Engineer-in-charge as aforesaid the contractor shall make the same good at his own expense or in default the Engineer-in-charge may cause the same to be made good by other workmen and deduct the expense (for which the certificate of the Engineer-in-charge shall be final) from any sums that may then or at any time there after become due to the contractor or from his security deposit or the proceeds of sale there of our sufficient portion there of in any other manner legally perat miscible.
Clause (20) contractor to supply plant ladders scaffold etc.	The contractor shall supply at his own cost all materials (Except such specified materials, if any as may in accordance with the contractor be supplied from the Engineer-in-charge's stores) plant, tools appliances, implements, ladders execution of the work whether original altered or substituted and whether included in the ding specifications or other documents from part of the contractor referred to in these conditions or not which may be necessary for the purpose of satisfying or complying with the requirement of the Engineer in charge as to any matter as to which under these conditions he is entitle to be satisfied or which he is entitled to require together with carried therefore and from the work. The contractor shall also supply without charge the requisite under of persons with the means and materials necessary for the purpose of setting of work and counting weighing and assisting in the measurement of examination at any time and from time to time of the work materials failing his so doing the same may be provided by the Engineer-in-charge at the expense of the contractor and the expenses may be deducted from any money due to the contractor under the contractor or from deposit or the proceeds of sale thereof or sufficient.
his security damages arising from non provision of light fencing etc.	Portion there of the contractor shall also provide all necessary fenceing and lists require to protect the public from accident and shall be bound to bear to the expenses of defence of every suit action or other proceeding at law that may be brought by any person fro injury sustained owing to neglect of the

above precautions and to pay any damages or costs which may be awarded in any such suit action proceeding to any such person, or which may with the consent of the contractor or be paid to compromise any claim by any such person. If any equipment is issued departmentally rent will be recovered from the contractor's bills at current rates fixed by the executive Engineer the terms of such issue to be ascertained by the contractor from the Engineer-in-charge in writing in advance.

Clause (21)
work not to sublet contract may be rescinded security deposit forfeited for subletting bribing or if contract to becomes insolvent

The contract shall not be assigned or sublet without the written approval of the chief executive officer accepting the contract on behalf of the Authority. And if the contractor shall assign or sublet his contract or attempt so to do or become insolvent or commence any insolvency proceedings or make any composition with his creditors or attempt so to do if any bribe gratuity gift, loan, perquisite, reward or advantage pecuniary or other wise shall either directly or indirectly be given promised or offered by the contractor or any of his servants or agent. To any public officer or person in the employment of the authority in any way relating to his office or employment or if any such officer or person shall become in any way directly or indirectly interested in the contract the chief executive officer accepting the contract on behalf of the Authority may thereupon by Notice in writing rescinding the contract and the security deposit of the contractor shall there-upon stand forfeited and be absolutely at the disposal of Authority and the same consequences shall ensue as is if the contract had been rescinded under clause 3 here of and in addition the contractor shall not be entitled to recover or be paid for any work there to or actually done under the contract.

Clause (22)
breach

The contractor shall not for the execution of the work employ any labour 12 years of age and within the limit of any cantonment any female labour. For every of this contract the contractor shall be liable to pay by way of liquidated damages such not exceeding fifty rupees as the Engineer-in-charge may fine and engineer-in-charge may recover such by deduction from any sums which may be due or may at any time thereafter become due to the contractor.

Clause (23)

(a) The contractor shall pay to his labourer a fair wage and shall supply every labourer employed by him a wage card on which the rate of wages, the attendance and payments will be entered.

(b) The contractor before he commences work shall paste in a conspicuous place of the work a notice giving the rates of wages which shall not be less than the minimum wages applicable and where no minimum wages are applicable the wages will be such as may be certified as fair wages by the Engineer-in-charge and shall send a copy of the notice to the Engineer-in-charge.

Clause (24)

The contractor shall be bound by all statutory provision with regard to the period for which wages shall be paid and deduction from wages.

Clause (25)

The contractor shall comply with all labour laws as applicable at the site of the work.

Clause (26)

In respect of all labour indirectly or directly employed in the works for the performance of the contractor's part of this agreement, the contractor shall comply with or cause to be complied with the directives issued by Govt. from time to time for the protection of health and sanitary arrangements for workers employed by the Authority and its contractor.

Clause (27)

Leave and pay during leave of all labour employed by the contractor shall be

**Maternity
benefit Rules
for female
workers
employed by
contractors
(2) Pay**

regulated as follows :

(1) Leave -

- (i) In case of delivery maternity leave not exceeding 78 weeks, 4 weeks upto and including the day of delivery and 4 week following that day.
- (ii) In the case of miscarriage up to 3 weeks from the date of miscarriage.

(i) In case of delivery – leave pay during maternity leave will be at the rate of Women's average earning calculated on the total wages earned on the days when full time work was done during a period of 3 months immediately preceding the date on which she gives notice that she expects to be confined or at rate of seventy five paise, a day whichever is greater.

(ii) in the case of miscarriage leave pay at the rate of average daily earning calculated on the total wages earned on the days when full time work was done during a period on three months immediately preceding the date of such miscarriage.

(iii) Conditions for the grant of maternity leaves :- No maternity leave benefit shall be admissible to a women unless she has been employed for a total period not less than 6 months immediately preceding the date on which she proceeds on leave.

In the event of the contractor committing a default or breach of any of the provision of the P.W.D. directions to contractor for the protection of health and sanitary arrangements for the workers furnishing any information or submitting of filling any statement under the provision of the above directions the contractor shall with out prejduic to any other liability pay to the authority a sum not exceeding Rs. 50/- for every default or breach and in the event of the contractor defaulting continuously in this respect the penalty may to enhanced to Rs. 50/- per day for each day of default subject to a maximum of 50% of the estimated cost of the work put tender the decision of the Engineer-in-charge shall be final and binding on the parties. Should it appear to the Engineer-in-charge that contractor is not properly observing and complying with the said direction for the protection of health and sanitary arrangements for workers and labourers employed by the contractor (there in as the said direction) the Engineer-in-charge shall have proper to give notice in wiring to the contractor requiring that the said directions be complied with and the amenities prescribed therein be provided to the workman within a reasonable time to be specified in the notice in the contractor shall fail within the period specified in the notice to comply with and to observe the said direction and to provide the amentities to the workman as aforesaid the Engineer-in-charge shall have the proper to provide the amenities herein before mentioned at the cost of the contractor. The contract shall erect, make and maintain at his expense and according to approved standard all necessary huts and sanitary arrangements required for his work-men on the site in connection with the execution of the work and if the same shall not have been erected or constructed according to the approved standard, the Engineer-in-charge shall have power to give notice in writing to the contractor requiring that the said huts and sanitary arrangements be remedied and or reconstructed according to approved standards, and if the contractor shall fail to remoted of reconstruct such huts and sanitary arrangements according to the approved standard

within the period specified in the notice Engineer-in-charge shall have the power to remodel or reconstruct such huts and sanitary arrangements according to approved standard at the cost of the contractor.

Clause (28) The contractor shall at his own cost provide his labourer with a sufficient number of huts (herein after referred to as the camp) of the following specifications on a suitable plot of land to be approved by the Engineer-in—charge.

- 1 (a) The minimum being of each hut at eye level shall be 7 feet and floor area to be provided will be at the rate of 30 Sq. Feet for each member of the workers family staying with the labourers.
- (b) The contractor shall in addition construct suitable cooking place having a minimum area 6 X 5 feet adjacent to the hutual @ each family.
- (c) The contractor shall also construct temporary latrines and urinals for the use of laboures each on the scale of not less than four per each one hundred of the total strength separate latrines and urinals being provided for women.
- (d) The contractor shall construct sufficient number of bathing and washing places one if for every 25 persons residing in the camp. These bathing and washing shall be unsuitable screened.
- 2 (a) All the huts shall have walls of sun dried or burnt laid in mud mortar or other suitable local materials as may be approved by the Engineer-in-charge. In case of sun dried bricks the walls should be plastered with mud gobri on both sides, the floor may be Katch but plaster with the mud gobri and shall be at least 6” above the surrounding ground. The roof shall be laid with that ched or any other materials as may be approved by the Engineer-in-charge and the contractor shall ensure that through out the period of their occupation the roof remains water tight.
- (b) The contractor shall provide each hut with proper ventilation.
- (c) All doors windows and ventilation shall be provided with suitable leaves for security purpose.
- (d) There shall be kept an open space of at least 8 yards between the rows of huts which may be reduced to 20 ft. according to the availability of site with the approval of the Engineer-in-charge back to back construction will be allowed.

(3) Water Supply

The contractor shall provide adequate supply of water for the use of labourer. The provision shall not be less than 2 gallons of pure and whole some water per head per day for drinking purposes and 4 gallons of clean water per head for bathing and washing purpose, where pipe water supply is available the supply shall be at stand posts and where pipe supply is from wells or river, tanks which may be of metal or masonry shall be provided. The contractor shall also at his own cost make arrangements for laying pipe lines for water supply to his labour camp from the existing main where available and shall pay all fees and charge therfor.

- (4) The site selected for the camp shall be high ground, removed from jungle.
- (5) Disposal of excreta The contractor shall make necessary arrangements for the disposal of excreta from the latrines by trenching or incineration which shall be according to the requirements laid down by local health authorities if trenching or incineration is in not allowed, the contractor shall make arrangements for the removal of excreta through the Municipality or any other authority and in from it about the number of labourers employed so that arrangement may be made by such Municipality/Authority for the removal of the excreta all charges on this

account shall be borne by the contractor and paid direct by him to the municipality or the authority. The contractor shall provide one sweeper for every eight seat in case of day system.

- (6) The contractor shall provide efficient arrangements for draining away sullage water so as to keep the camp neat and clean.
- (7) Drainage The Contractor shall make necessary arrangements for the keeping the camp area work or as source sufficiently lighted to avoid any accidents to the workers cation.
- (8) Sanitation the contractor shall make arrangement for conservancy and sanitation in the labour camp according to the rules of Local Public and Medical Authorities.

**Clause (29)
payable by
way of
compensation
whether be
considered** All sums payable by way of compensation under any of these conditions shall be sum considered as reasonable compensation to be applied to the use of the Authorities to compensation without reference to the actual, loss or damage sustained and as not any with out reference to damage shall have been sustained reasonable as reasonable compensation without reference to actual fees.

**Clause (30)
change in
constitution** In the case of tender by partners any change in the constitution of the firm shall be forthwith notified by the contractor to the Engineer-in-charge for the constitution.

**Clause (31)
work to be
under
direction of
Engineer-in
charge** All works to be executed under the contract shall be executed under the direction and subject to the approval in all respects of the Engineer-in-charge for the time of being who shall entitled to direct at what points or point and in what manner they are to be commenced and form time to time carried on.

**Clause (32)
(a) protest** If the contractor considers any work demanded of him to be outside the requirement of contractor or considers any records or ruling of the Engineer-in—charge or his subordinates be unfair, he shall immediately upon such work being demanded or such record or ruling being made, ask in writing for written instruction or decision, where upon he shall proceed without delaying to perform the work or confirm to the record or ruling and within twenty days after receipt of the written instructions o r decision he shall file written protest with the Engineer-in-charge stating clearly in detail the basis of his objection except for such protests or objections as are made on records in the manner herein specified and with the time limit stated the instruction or decisions of the Engineer-in-charge shall be final and conclusive. Instructions and/or decisions of the Engineer-in-charge contained in letter transmitting to the contractor shall be considered as written instructions or decisions subject to protest or objections as where is provided.

- (b) If the contractor is dissatisfied with the final decision of Engineer-in-charge in pursuance of clause 32(a) the contractor may within twenty eight day after receiving notice of such decision give notice in writing requiring that the matter be submitted to arbitration and furnishing detailed particulars of the dispute or difference specifying clearly the point at issue. If the contractor fails to give such notice within the period of twenty eight days as stipulated above, the decision of the Engineer-in-charge shall be conclusive and

- bundling on the contractor.
- (d) Except where otherwise provided in the contract all questions and disputes relating to the meaning of the specifications, designs, drawing and instructions herein before mentioned to the quality of workmanship or materials used on the work or as to any other question, claim, right or rates for extra items sanctioned and decided or not molting competent authority under the candidates of this contract, matter or thing what so ever in any way arising out of or conditions relating to the contract designs, drawing specification estimate, instruction, order oon theses conditions or otherwise concerning the work or the execution or failure to executed the same whether arising during the progress of the work or after the completion or abandonment thereof, shall be referred to the sole arbitration of the person or persons appointed by the chief executive officer. There will be no objection to any such appointment that the arbitrator so appointed is a public servant that he had to deal with the matters to which the contract relates and that in the courses or his duties as public servant, had expressed views on all on any of the matters in dispute or differences. The arbitrator to whom the matter is originally or subsequently referred being incapacitated to act, the Chief Executive Officer shall appoint another person to act as arbitrator in accorder with the terms of contract. It is also a terms of the contract that no person other than a person appointed by the Chief-Executive Officer as aforesaid shall act as arbitrator and if for any reason, that is not possible, the matter is to be referred to the arbitration at all the arbitrator any from time to time with consent of the parties extend the time for making and publishing the award. Subject as aforesaid the provisions of the arbitration act 104 or any statutory modification or re-enactment there of and the rules made thereunder and for the time being inforce shall apply to the arbitration proceedings, under the clause.

The sole arbitrator or arbitrators to be appointed by the Chief Executive Officer shall be of the status given below :-

1. Fore claims or amount in dispute of not over Rs. 50000/- in the case of work order and in cases of contract accepted a Assistant Engineer/Distt. Engineer/Sub Divisional Officer Executive Engineer.
An Executive Engineer
BIDA
2. For claims or amounts in dispute of over Rs. 500000/- but not over Rs. One Lakhs.
 1. Executive Engineer
 2. Asst. Architect
3. For claims or amounts in dispute aggregating to more than Rs. One Lakhs but not more than Rs. 3 Lakhs.
 1. Executive Officer
 2. Property Officer
 3. Asstt. Architect
4. For claims or amounts in dispute aggregating to more than Rs. 3 Lakhs.
 1. Executive Engineer
 2. Property Officer
 3. Asst. Architect
 4. Finance Officer

All disputes between the parties to the contractor arising out of and relating to the contractor shall after written notice be either of the parties to the contract be referred to the said arbitration as above unless the parties other-wise agree such reference shall not take place until after the completion, alleged completion or abandonment of the work or the determination of the contract. The Venue of the arbitration shall be such a place of places as may be fixed by the arbitrator (s) in his/their sole discretion, any suit or application for the enforcement of this arbitration clause shall be filed in competent court at Varanasi, and no other court of any other District of the State or outside Uttar Pradesh shall have any jurisdiction in the matter. The award of the arbitrator shall be final, conclusive and binding on both the parties to the contract.

Clause (33)
Stores imported from abroad to be obtained from authority

The contractor shall obtain from the store of the Engineer-in-charge all stores and all imported materials. If required to any considerable extent for the work or any part to be thereof or in making articles required therefore of in connection therewith the value of obtained from the such stores articles as may be supplied to the contractor by the Engineer-in-charge will be divided to the contractor in his account at the rates shown in the schedule attached to the contract and if they are not entered in the schedule they will be debited at cost price, which for the purpose of this contract shall include the cost of carriage and all other expenses whatsoever which shall have been incurred in obtaining delivery of the same at stores aforesaid the Engineer-in-charge may issue materials to contractor from existing stock. If he asks for any in excess of those entered in the schedule in such case the price charge must be stock rate or market rate which ever is greater.

Clause (34)
Arbitrator other execution or failure erect the same arising during the progress the work

Except where otherwise provided in the contract all questions and disputes relating to the meaning of the specifications, designs, drawings, and instructions herein mentioned and as to the quality or workmanship or materials used or things what in any way arising out of or relating to the contract, designs drawing specifications, estimates, instructions, order or these condition or otherwise concerning the work vacating or after the profession for work completion or abandon there of shall be referred to the sole arbitration of the person appointed by the Chief Executive Officer at the time of dispute, there will be no objection to any such appointment that the arbitrator so appointed as a public servant, that he had to deal with matters to which the contract related and that in the course of his duties as a public servant, he had expressed views on all or any of the matters in dispute or differences in the event of the arbitrator to whom the matter is originally referred being transferred or vacating his office or being unable to act for any such reason, Chief Executive Officer at the time of such transfer, vacation of office or unabilities to act shall appoint another person to act a arbitrator in accordance with the terms of the contract. Such person shall be entitled to proceed with the reference from the state at which is was left by his shall be entitled to proceed with the reference from the stage at which it was left by his predecessor it is also a terms of this contract that no person other than a person appointed by the Chief Executive Officer should act as arbitrator and if for any reason is not possible, the matter is not to be referred to arbitration at all.

To arbitrator may from time to time with the consent of the parties extend the

time for making and publishing the award.

Subject as aforesaid the provision of the arbitration Act 1940 or any statutory modification or re-enactment thereof and the rules made there under and for the time being in force shall apply to the arbitration proceedings under the clause.

Clause ((35) Action where specification given In the case of any class of work for which there is not specifications in the contract such work shall be carried out in accordance with the details U.P. and in the event of there being no specification for the specification same the work shall be carried out in all respects in accordance with the instructions and requirements of the Engineer-in-charge.

Clause (36) Contractor's percentage The additions and deduction on account of percentage referred to at page 33 of the accepted tender will be calculated on the gross and not the net amount of bills for the work done.

Clause (37) of whether applied to net or gross amount of bills (1) In every case in which by virtue of the provision of section 12, subsection (i) the workmen's compensation act 1923 the authority is obliged to pay compensation to a work-man employed by the contractor or by any sub-contractor from him the execution of said work Govt. will recover from the contractor the amount of the compensation so paid and without prejudice to the fights of.

(Strike out this Govt. under section rate section 12, there sub-section, clause in case of an contract) (2) of the said act Govt. shall be at liberty to recover to such amount or any part Item of by deducting it either from the security deposited by the contractor to his credit under clause (1) of these conditions or from any other sum due to the Authority from the contractor whether under this contractor otherwise.

Clause (38) (3) The Authority shall not be bound to contest any claim made against it under section 12 sub-section (I) of the said Act except on the written request of the contractor and upon his giving to the authority full security for all costs for which Govt. might become liable in consequent to contesting the claim.

Clause No. No bricks for use on the work shall be manufactured within the limits of a Municipality cantonment or notified area or within half a mile of the site of work any bricks so manufactured may be rejected by the Engineer-in-charge.

earth for filling for any other purpose shall be excavated within halt time to the site of work except with the written permission of Engineer-in-charge and then only on conditions that the area in which such excavation is made shall be leveled and dressed by the contractor at his own expense in accordance with the instruction of the Engineer-in-charge and in such a manner as to prevent the formation of pools of stagnant water.

If the contractor fails to comply with this condition the Engineer-in-charge may cause the ground to be leveled and dressed by other work-men and deduct expense (of which the certificate of the Engineer-in-charge shall be final) from any sum which may be due or may at the time there after become due to the contractor or from his security deposit or from the proceeds of sale thereof.

SECTION 5
Specification & Drawings

ADDITIONAL SPECIFICATION FOR LIFT

1. GENERAL:

This specification covers manufacturer, testing as may be necessary before dispatch, delivery at site, all preparatory work, assembly and installation, commission putting into operation of Lifts.

2. LOCATION

The Lifts will be installed at **NIRYAT BHAWAN, BIDA, BHADOHI** required to operate under the Climate conditions as prevailing. Ambient temperature.

3. The work shall be executed as per CPWD General Specifications for Electrical Works (Part III Lifts & Escalators -2003) as per relevant IS and as per directions of Engineer-in-charge. These additional specifications are to be read in conjunction with above and in case of variations. Specifications given in this additional condition shall apply. However, nothing extra shall be paid on account of these additional specifications & conditions as the same are to be read along with schedule of quantities for the work.

4. The tenderer should in his own interest visit the site and familiarizes himself with the site conditions before tendering.

5. No T & P shall be issued by the Department and nothing extra shall be paid on account of this.

6. TERMS OF PAYMENT :

The following percentage of contract rates for the various items included in the contract shall be payable against the stage or work shown herein :

(i) 80% after initial inspection and delivery at site in good condition of pro-rata basis.

(ii) 10% after completion of installation in all respect.

(iii) Balance 10% will be paid after testing, commissioning trial run & handing over to the department for beneficial use.

7. SECURITY DEPOSIT

As per General Condition of Contract (Section-4).

8. RATES

(i) The rates quoted shall be inclusive of all taxes duties i.e VAT, Excise duty, sales tax GST etc., no extra shall be paid on his account.

(ii) The contractors has to carry out routine and preventive maintenance as per manufacturer's standards for a period of **12** months from the date of handing over.

9. COMPLETENESS OF THE TENDER :-

All sundry equipments, fittings, assemblies, accessories, hardware items foundation bolts, supports, termination lugs for electrical connections, cable glands, junction boxes and all other sundry items for proper assembly and installation of the various equipments and components of the work shall be deemed to have been included in the tender, irrespective of the fact that whether such items are specifically mentioned in the tender documents or not.

For item/equipment requiring initial inspection at manufacturer's works' the contractor will intimate the date of testing of equipments at the manufacturer's works before dispatch. The department also reserves the right to inspect the fabrication job at factory and the successful tenderer has to make the arrangement for the same. The successful tenderer shall give sufficient advance notice regarding the dates proposed for such tests/inspection to the department's representative(s) to facilities his presence during testing/fabrication. The Engineer-in-charge at his

discretion may witness such testing/fabrication. The cost of the Engineer-in-charge's visit to the factory will be borne by the Department. Also equipment may be inspected at the Manufacturer's premises, before dispatch to the site by the contractor.

10. STORAGE AND CUSTODY OF MATERIALS

The lift machine room may be used for storage of sundry materials and erection equipments if available or else the agency has to make his own arrangements. No separate storage accommodation shall be provided by the department. Watch and ward of the stores and their safe custody shall be the responsibility of the contractor till the final taking over of the installation by the department.

11. CARE OF THE BUILDING

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

12. COMPLETION PERIOD

The completion period indicated in the tender documents is for the entire work of planning, designing, supplying, installation, testing, commissioning and handing over of the entire job to the satisfaction of the Engineer-in-Charge.

13. PERFORMANCE GUARANTEE

The tender shall guarantee among other things, the following.

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

Performance guarantee shall be released as per General Condition of Contract (Section-4).

15. GUARANTEE

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

16. DATA MANUAL AND DRAWINGS TO BE FURNISHED BY THE TENDER:

With Tender: The tenderer shall furnish along with the tender, detailed technical literature, pamphlets and performance data for appraisal and evaluation of the offer.

17. After award of work: The contractor shall submit the following drawing within a fortnight of the award of the work for approval by the department.

- (i) All general arrangement drawings.
- (ii) Details of foundations for the equipment, load data, location etc. of various assembled equipment as may be needed generally by other agencies for purpose of their work. The data will include breaking load on guides, reaction of baffles on lift pits reaction on support points in machine room, lift well etc.
- (iii) Complete layout dimensions for every unit/ group of units with dimensions required for erection purposes.
- (iv) Any other drawing/information not specifically mentioned above but deemed to be necessary for the job by the contractor.

19. The successful tenderer should furnish well in advance three copies of detailed instructions and manuals of manufacturers for all items of equipments regarding installation, adjustments operation and maintenance including preventive maintenance & trouble shooting together with all the relevant data sheets, spare parts catalogue etc. all in triplicate.

20. **EXTENT OF WORK**

(i) The work shall comprise of entire labour including supervision and all materials necessary to make a complete installation and such tests and adjustments and commissioning, as may be required by the department. The term complete installation shall not only mean major items of the plant and equipments covered by specifications by all incidental sundry components necessary for complete execution and satisfactory performance of installation with all layout charts whether or not those have been mentioned in details in the tender document in connection with this contract as this is a turnkey job.

(ii) Minor building works necessary for installation of equipment, foundation, making of opening in walls or in floors and restoring to their original condition, finish and necessary grouting etc. as required.

(iii) Maintenance (Routine & preventive) for **One year** from date of completion and handing over.

(iv) The work is turn key project. Any item required for completion of the project but left inadvertently shall be executed with-in the quoted rates.

(v) Provision of supports/clamps for equipments etc wherever required.

(vi) Tools and tackles required for handling and installation.

(vii) Necessary testing equipments for commissioning.

(viii) Watch and Ward of materials and/or installation and equipments till their handing over to the department.

21. **INSPECTION AND TESTING**

(i) Copies of all documents of routine and type test certificates of the equipment, carried out at the manufacturers premises shall be furnished to the Engineer-in-charge and consignee.

(ii) After completion of the work in all respect the contractor shall offer the installation for testing and operation.

22. **COMPLIANCE WITH REGULATIONS AND INDIAN STANDARDS**

All works shall be carried out in accordance with relevant regulation, both statutory and those specified by the Indian Standards related to the works covered by this specifications. In particular, the equipment and installation will comply with the following :

i) Factories Act.

ii) Indian Electricity Rules.

iii) I.S. & BS Standards as applicable.

iv) Workman's compensation Act.

v) Statutory norms prescribed by local bodies like CEA, NDMC etc.

Nothing in this specification shall be construed to relieve the successful tenderer of his responsibility for the design, manufacture and installation of the equipment with all accessories in accordance with currently applicable statutory regulations and safety codes. Successful tenderer shall arrange for compliance with statutory provisions of safety regulations and departmental requirements of safety codes in respect of labour employed on the work by the tenderer. Failure to provide such safety requirements would make the tenderer liable for penalty of Rs. 50/- for each default. In addition, the department will be at liberty to make arrangement for the safety requirements at the cost of tenderer and recover the cost thereof from him.

23. **Indian Electricity Act and Rules :**

All electrical works in connection with installation of electric lifts shall be carried out in accordance with the provision of Indian Electricity Act 1910 and Indian Electricity Rules 1956 amended upto date. The electrical works shall also conform to CPWD General Specifications for Electrical Works Part – I (Internal)

2013 and Part – II (External) 1994 and Part-III (Lifts & Escalators) 2003 as amended upto date wherever relevant.

24. Safety Codes and labour regulations :

The contractor shall at his own expenses arrange for the safety provisions as per the statutory regulations, IS recommendations ,regulations under factory Act etc. , where applicable and instructions issued from time to time in respect of all labour employed by him directly or indirectly for the installation of the lift. The contractor shall provide necessary barriers, warning signs and other safety measures etc., wherever necessary so as to avoid accident.

25. Conformity with statutory Acts, Rules, regulations, Standards and Safety Codes :

The installation shall be carried out in conformity with the local lifts Act and Rules. The installation shall also conform to requirements of local Municipal Bylaws.

26. Fire regulations :

The installation shall be carried out in conformity with the local fire regulations and rules there under wherever they are in force.

27. INDEMNITY

The successful tenderer shall at all times indemnify the department, consequent upon this works contract. The successful tenderer shall be liable, in accordance with the Indian Law and Regulation for any accident occurring due to any cause and the contractor shall be responsible for any accident or damage incurred or claims arising there from on the department during the period of erection, construction and putting into operation the equipments and ancillary equipment under the supervision of the successful tenderer in so far as the latter is responsible. The successful tenderer shall also provide all insurance including third party insurance as may be necessary to cover the risk, No extra payment would be made to the successful tenderer on account of the above.

28. ERECTION TOOLS:

No tools and tackles either for unloading or for shifting the equipments for erection/dismantling purposes would be made available by the department. The successful tenderer shall make his own arrangement for all these facilities.

29. COOPERATION WITH OTHER AGENCIES:

The successful tenderer shall co-ordinate with other contractors and agencies engaged in the construction of buildings, if any and with the Client Department, and exchange freely all technical information so as to make the execution of this work/contract smooth. No remuneration should be claimed from the department for such technical cooperation. If any unreasonable hindrance is caused to other agencies and any completed portion of the work has to be dismantled and redone for want of cooperation and coordination by the tenderer during the course of work, such expenditure incurred will be recovered from the successful tenderer if the restoration work to the original condition or specification of the dismantled portion of the work was not undertaken by the tenderer himself.

30. MOBILIZATION ADVANCE:

No mobilization advance shall be paid for this work.

31. INSURANCE AND STORAGE

All consignments are to be duly insured upto the destination from warehouse at the cost of the contractor. The insurance covers shall be valid till the equipment is handed over duly installed, tested and commissioned.

- 32. VERIFICATION OF CORRECTNESS OF EQUIPMENT AT DESTINATION:**
The contractor shall have to produce all the relevant records to certify that the genuine equipments from the manufacturers has been supplied and erected.
- 33. PAINTING**
This shall include cost of painting of the entire exposed iron work complete in the installation. All equipments works shall be painted at the works before dispatch to the site.
- 34. TRAINING**
The scope of works includes the on job technical training of two persons of Department at site. Nothing extra shall be payable on this account.
- 35. TESTING OF LIFT INSTALLATION :**
Testing of lift installation shall be carried out as per CPWD norms.
- 36.** Liasoning for arrangement erection permit and subsequently working permit from Local authority of Lift and Escalator will be responsibility of the contractor. Also for lift Inspection report from local authority will be responsibility of the firm.
- 38. MAINTENANCE:**
- i) Sufficient trained and experienced staff shall be made available to meet any exigency of work during the guarantee period of **one year** from the handing over of the installation and **during the period of AMC**.
 - ii) The maintenance, routine as well as preventive, for one year from the date of taking over the installation as per manufacturers recommendation shall be carried and the record of the same shall have to be maintained.
- 39. ALL INCLUSIVE MAINTENANCE PERIOD**
- A. Routine Preventive Maintenance Schedule to be submitted**
- i. Schedule to cover manufacturer's recommendation and/or common engineering practice (for all plant and machinery under contract).
 - ii. Plant and machinery history card giving full details of equipment and frequency of checks and overhaul.
 - iii. Monthly status report.
- B. Uptime during maintenance period**
- i. 98% uptime of all systems.
 - ii. Up time shall be assessed every month and in case of shortfall during any month the contract shall be extended by a month.
 - iii. Break-downs shall be attended to within two hours of reporting.
- C. Shut Downs**
- i. Routine shut downs shall be permitted only with prior permission.
 - ii. Contractor shall be at liberty to carry out routine maintenance as and when required but with prior permission of the Owner.
- 40.** NOC shall be obtained from competent authority after commissioning of lift. Liasining shall be carried out by the contractor.
- 41.**
- 42. INTERPRETING SPECIFICATIONS:**
In interpreting the specifications, the following order of decreasing importance shall be followed in case of contradictions:
- (a) Schedule of quantities
 - (b) Technical specification

- (c) Drawing (if any)
- (d) General specifications
- (e) Relevant IS or other international code in case IS code is not available.

ADDITIONAL SPECIFICATIONS FOR PASSENGER LIFT

1. Type of lift : 13 Passenger lift (884 Kg)
 2. Number of lifts required (Location wise): 01 Nos.
 3. Load : required : 884 Kg. (13 passenger lift)
 4. Rated speed required : 1.00 MPS.
 5. Drive : Microprocessor Based Ac Variable Voltage Variable Frequency (ACVVVF)
 6. Travel in meters : 11.5 Mtr (Approx.)
 7. Number of floors served : 42(G + 3)
 8. Inside size of lift well Lift well 2700 mm x 1900 mm
 9. Clear inside size of lift car required : As per OEM
 10. Clear Opening of gates : 900 mm wide x 2000 mm height
 11. Pit Depth : 1600 mm
 12. Floor Height- GF 4500mm, FF 3500mm, SF 3500mm ; Machine room floor slab : 5600 mm
 13. Position of counter weight : Side / Back of the lift car
 14. Position of machine room : At the top the Lift shaft
 15. Position of machinery : Directly above the lift well
 16. a) Type of control :
Microprocessor based A.C. variable voltage variable frequency.
 - b) Type of operation :
Microprocessor Based Simplex Selective Collectrictive Control with/wihout attendant.
 - c) Potential free contacts :
Potential free contacts for each floor position and up and down movement of the lift shall be provided in the controller which can be used for the building automation system at later date.
 - d) Automatic : Phase Reversal Device.
 - e) Voltage : Stabilizer for Control System.
- 17. Car entrance door :**
- a) Number of position of car entrance : 1 No. in front only.
 - b) Size : 900 mm wide x 2000 mm height
 - c) Type of doors :
Power operated Centre opening horizontal sliding door- stainless steel (Moon rock) finish with full infrared curtain.
 - d) Car open in front only or open : In front only.
 - e) Fire resistance rating : Lift landing door shall have a fire resistance rating of 1 Hour.
 - f) Thickness of sheet steel for car Enclosure and door : 1.6 mm

18.Lift Car

- a) **Inter communication system** : Telephone with minimum one connections one at the machine room and other at ground floor and the emergency signal with re-chargeable batteries as source of supply shall be made in the lift cars. The device used for emergency signals should incorporate a feature that gives immediate feedback to the car passengers that the device has worked properly and the signal has

been passed on the intended agency. This shall be achieved by pressing of button from control room which shall give audio signal to the passengers in the car. Provision of group indicator panel in the control room shall be made to indicate working of lifts.

b) Car platform : The flooring shall be smooth and anti skid surface and shall be enough to take the rated load without any deformation or damage.

c) Emergency Power supply for lift car : This shall include suitable secondary battery with trickle /boost charge arrangement and inverter with necessary contractors for supplying the light fixtures in the lift car. The same battery shall also feed the alarm bell and communication equipment.

d) Rating and Instructions : Inside the lift car, the lift contractors shall also provide a stainless steel metallic plate indicating the rated load and details instructions for the passengers. This shall be mounted at a suitable place.

e) Lift car interior finish : The side, rear and fascia panel shall be of moon rock finish stainless steel sheet. The flooring shall be Aluminium flooring Chequered, 5mm thick and anti skid surface and shall be enough to take the rated load without any deformation or damage. The false ceiling in the lift car shall be crafted from Stainless steel or as per manufacturer standard with compact fluorescent light / LED light & cabin fan as per manufacturer standard.

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

19. Type of signal system :

- a) Digital floor position indicator in the car and at all landings push button box .
- b) Travel direction indicator in the car and at all landings push button box.
- c) Gongs & visual indication on all landings for pre arrival of the car.
- d) Overload warning Audio & Visual indicator inside the car
- e) Battery operated alarm bell and emergency light.
- f) Car operating panel with fade proof luminous buttons in car and with intercom system.
- g) Luminous hall buttons at all landings.
- h) Fireman's switch at ground floor.

20. Landing entrance :

- a) Location of landing entrance in Different floors. : All doors on the same side.
- b) Entrance : (a) 1No. door (G+3)2000mm (Height) x 900mm (Width)
- c) Type of doors : Centre opening.
- d) Thickness of sheet steel for Landing door : 1.6 mm
- e) Lift in use/lift out of order sign : A suitable box above lift landing with LED illuminated bilingual (in English & Hindi) Sign of " LIFT OUT OF ORDER" coming up simultaneously at all floors.
- f) Instruction : Instruction on Do's and Don'ts should be written in Hindi / English

21. Electric supply : Power: - 415 Volts, + /- 10% AC, 3 Phase, 50 Hz, 4 wire system.

Lighting: - 230 Volts, AC,50 Hz.

- a) Safety pressure switch : Yes, to be provided
- b) Full infrared curtain : Yes, to be provided
- c) Is neutral wire available for control Circuits :- Yes.
- d) Environmental condition at site Of installation : Normal.
- e) Storage space provided : No.
- f) Fireman Switch at Main Lobby : Yes
- g) Leveling : Suitable floor leveling device with a separate level for automatic leveling with leveling accuracy

of + 5 mm .

h) Barrier free requirement :

As per bye laws lift should have the following features.

1. A hand rail not less than 600 mm long at 900 mm above floor level shall be fixed adjacent to the control panel.
2. Minimum space for wheel chair user should be available.
3. Control panel shall be with Braille letters or raised letters with sharp contrast from the background for persons with visual impairments, provisions of review mirror and grab bars at a height of 900 mm high from the floor.
4. It should have audio announcement system as well as with a visual display system.
5. The time of an automatically closing door should be Minimum 5 seconds & the closing speed should not exceed 0.25 m/second.
6. The braille signage will be posted outside the lifts.
7. The interior of the cage shall be provided with a device that audibly indicates the floor the cage has reached & indicates that the door of the cage for entrance /exit is either open or closed
8. A mirror (900 mm above floor level) on the rear wall can be useful to persons using wheelchairs and other mobility aids should they need to reverse safely out of the car or view the floor numbers.
9. A grab bar 600 mm length should be provided along both sides and back wall at 900 mm above floor level.
10. Door Closing time - Minimum 5 Sec.
11. Door Closing Speed – not more than 0.25m/ sec.
12. Voice announcement system in car including floor and door status announcement.
13. Lifts should systems have both visual and audible floor level indicators.
14. Audible systems are also usually capable of incorporating additional messages such as door closing or in case of an emergency reassurance (with manual override allowing communication with lift occupants).
15. Announcement system should be of 50 decibel.

22. Automatic Rescue Device : The ARD shall have the following specifications

1. ARD should move the elevator to the nearest landing in case of power failure during normal operation of elevator.
2. ARD should monitor the normal power supply in the main controller and shall activate rescue operation within 10 seconds of normal power supply failure. It should bring the elevator to the nearest floor at a slower speed than the normal run. While proceeding to the nearest floor the elevator will detect the zone and stop. After the elevator has stopped, it automatically opens the doors and parks with door open. After the operation is completed by the ARD the elevator is automatically switched over to normal operation as soon as normal power supply resumes.
3. In case the normal supply resumes during ARD in operation the elevator will continue to run in ARD mode until it reaches the nearest landing and the doors are fully opened. If normal power supply resumes when the elevator is at the landing, it will automatically be switched to normal power operation.
4. All the lift safeties shall remain active during the ARD mode of operation.
5. The battery capacity should be adequate so as to operate the ARD at least seven times a day provided the duration between usages is at least 30 minutes.

List of acceptable makes for various electrical items are as under otherwise makes as per Specified in item of works:-

Sl. No.	Item	Acceptable Makes
---------	------	------------------

1	. Lift	Kone / Mitsubishi / Schindler / OTIS / Johnson Lift Pvt . Ltd
2	FRLS PVC insulated Copper wire	Finolex / Polycab/ KEI / Havells (All with ISI Marked)
3	MCB / MCB- DB / Industrial socket and plug, Isolator , ELCBS	Legrand /L&T / Siemens / Schneider/ Hager
4	MCCB (ICS=100% ICU at 415V) / Changeover Switches.	Legrand/L&T / Siemens / Schneider / ABB (Any one make shall be followed for all panels & DB's)
5	XLPE insulated PVC sheathed 1.1 KV grade Aluminum conductor Armoured Cable (ISI Marked)	Finolex / Polycab / Gloster.

All other materials Make and sample to be approved by Engineer-in-charge before use in work..

SECTION - 6 Form of Bid

Notes on Form of Bid

The Bidder shall fill in and submit this Bid form with the Bid.

To

The Chief Executive Officer
Bhadohi Industrial Development Authority
Bhadohi

Description of Work:-.....

1. I/ We offer to execute the works described above and remedy any defects therein in conformity with the Conditions of Contract, specifications, drawings, Bill of Quantities and Addenda for
 - a) For percentage rate..... percentage below/ percentage above/ at par with the rate entered in the bill of quantity.
2. We undertake to commence the works on receiving the Notice to Proceed with work in accordance with the contract documents.
3. This Bid and your written acceptance of it shall constitute a binding Contract between us. We understand that you are not bound to accept the lowest or any Bid you receive.

We hereby confirm that this Bid complies with the Bid validity and Earnest money required by the bidding documents and bidding capacity specified in the bid document

Authorized Signature:

Name of Title of Signatory:

Name of Bidder:

Authorized Address of Communication: Telephone No. (s) : (Office):

Facsimile (FAX) No. :

Electronic Mail Identification (E-Mail ID):

SECTION - 7
Bill of Quantities Preamble

1. The Bill of Quantities shall be read in conjunction with the details Instructions to bid documents, Conditions of Contract, Specifications and Drawings.
- 2.1 For the construction of works, the quantities given in the Bill of Quantities are estimated, and are given to provide a common basis for bidding. The basis of payment will be the actual quantities of work ordered and carried out, as measured by the Contractor and verified by the Engineer and valued at the rates and prices tendered in the Bill of Quantities in the case of item rate tenders.
3. The rates and prices tendered in the priced Bill of Quantities shall, except in so far as it is otherwise provided under the Contract, include all constructional plant, labour, supervision, materials, erection, maintenance, insurance, profit, taxes and duties, together with all general risks, liabilities and obligations set out in the Contract.

Arithmetic errors will be corrected by the Employer.

Bill of Quantities For Percentage rate bids

As per the uploaded boq on the website.

SECTION – 8

**OFFICE OF THE CHIEF EXECUTIVE OFFICER,
BHADOHI INDUSTRIAL DEVELOPMENT AUTHORITY,
BIDA, BHADOHI**

NO.....

DATED

LETTER OF ACCEPTANCE

To,
M/s
.....
.....

This is to notify you that on behalf of the Employer, the Executive Engineer Bhadohi Industrial Development Authority has accepted your Bid dated for execution of The..... District-..... for the Contract Price of Rs..... (Rs. only) is hereby accepted by our authority. You are hereby requested to furnish Performance Security, in the form detailed in Cl.16 of ITB for an amount of Rs.(Rs.....) within 10 days of the receipt of this letter of acceptance valid up to 60 days from the date of expiry of Defects Liability Period (i.e. up to) and sign the contract, failing which action as stated in Cl. 16.6 of ITB will be taken.

Yours faithfully,
Executive Engineer
BIDA- Bhadohi

No. & Dated as above.
Copy to AE/JE for information & necessary action.

Executive Engineer
BIDA- Bhadohi

STANDARD FORM OF AGREEMENT
Agreement

BHADOHI INDUSTRIAL DEVELOPMENT AUTHORITY
AGREEMENT- DEED

THIS INDENTURE made(Date)..... (hereinafter called the contractor, which expression shall where the context so admits or implies be deemed to include his heirs executors and administrators of the one part), and Executive Engineer, BIDA which expression shall where the context so admits or implies be deemed to include his success or in office and assigns on the other part WHEREAS the said Executive Engineer Requires the execution of certain works for(hereinafter called the said works) which said works are more particularly described in the drawing and specification here to annexed AND ALSO requires the provision of the necessary material there for and have caused the necessary drawings and specification and schedule of rate to be prepared and the contractor has delivered to the said Executive Engineer, a Tender for the execution of the said works and the provisions of the said materials AND WHEREAS the Chief Executive Officer has got accepted such Tender subject to the provisions and conditions hereto attached.

NOW THE INDENTURE WITNESSTH as follows :-

1. In consideration of the covenant for the payment by and on behalf of the said Authority hereinafter contained the contractor hereby covenants with the Executive Engineer that he will supply all necessary material and execute & complete in a thoroughly sound and workman like manner and afterwards maintain for the requisite .
2. Period stated in the said conditions all the works set out the said specification and schedule of rates hereto attached signed by the contractor and as explained in the Drawings, hereto attached and in accordance in every respect with the requirements, stipulations and conditions hereto attached.
3. In consideration of the covenant by the contractor hereinafter contained the said Executive Engineer hereby covenants with the contractor to pay to him for the execution, completion and maintenance of the works as aforesaid according to rates given in the schedule of rates hereto attached, and at the times and in the manner and subject to the additions and deductions set out, and declared in the said conditions here to attached.

It is HEREBY AGREED AND DECLARED that all the provisions of the said conditions drawings, specifications and schedule of rates marked general conditions and special conditions, Letter of Acceptance, Contractor Bid, Contract Data, NIT, Bill of quantity and any other document listed in the Contract Data as forming part of the contract. In witness where of the parties there to have caused this Agreement to be executed the day and year first before written, hereto attached shall be as binding upon the contractor and upon the said Executive Engineer as it the same has been repeated herein and shall be read as part of these presents. This agreement will also be binding on subsequent work order issued by Executive Engineer and accepted by contractor within ambit of project.

In witness where of the parties hereto have affixed ` their signature the.....(Date)

CONTRACTOR

WITNESS..... signed on behalf of the Authority by

WITNESS

Designation of Officer

ANNEXURE

Check List for Bidder

- 1- Tender Fee and Earnest Money as described in bidding document as per NIT.
- 2- Affidavit as per the serial no 13 of NIT.
- 3- Bank Certificate regarding Evidence of availability of Credit Facility (sample formate given in below page)
- 4- Experience Certificate as per sr no 27 of NIT
- 5- OEM authorization certificate.
- 6- Undertaking as per Sr no 26 and 27-C of NIT.
- 7- Details as per sr no 27-E of NIT
- 8- GST and Pan Card
- 9- Affidavit as per Clause 3.2, 3.3, 3.5 mentioned in the ITB (Section 2).

SAMPLE FORMAT FOR EVIDENCE OF ACCESS TO OR AVAILABILITY OF CREDIT
FACILITIES BANK CERTIFICATE

This is to certify that M/S ----- is a reputed company with a good financial standing.

If the contract for the work, namely, _____ is awarded to the above firm, we shall be able to provide overdraft/credit facilities to the extent of Rs. _____ to meet their working capital requirements for executing the above contract.

Signature of Senior Bank Manager _____

Name of the senior Bank Manager _____

Address of the Bank -----

Stamp of the Bank

Note: Certificate should be on the letter head of the bank.