

CONTRACT DOCUMENT

For

**Supply, Installation, Testing and Commissioning of Lifts,
For Tower –“B” Unitech Cyber Park,
Gurugram**

TENDER NO.: UL/RED/UCP/09

QnS Facility Management Private Limited

Uniworld Resorts, Sector-33,
Near Subhash Chowk,
Gurugram-122001, Haryana

Supply, Installation, Testing and Commissioning of Lifts
For Tower – “B” Unitech Cyber Park,
Gurugram

PART – I

TECHNICAL BID

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M/s QnS Facility Management Private Limited
Uniworld Resorts, Sector-33,
Near Subhash Chowk,
Gurugram-122001, Haryana

NOTICE INVITING TENDER

Tender no. UL/RED:UCP/09 Dated 05.08.2024

M/s QnS Facility Management Private Limited invites sealed tenders in two cover system from the eligible manufacturers of the lift.

Name of work	Time for completion	Date & Place of Pre-bid meeting	Last date and time of receipt of Tender.
Supply, Installation, Testing and Commissioning of lifts	09 MONTHS	12.08.2024, 11:00 AM Unitech Limited, 13 th Floor, Tower-B, Signature Tower-1, Gurgaon	19.08.2024 4:00 PM

ELIGIBILITY CRITERIA:-

- (i) The manufactures of the lift should be registered as Class - 'A' with Central PWD.
- (ii) Satisfactory completion of at least three similar works each of value not less than Rs. 60.00 lakh each or two similar works each of value not less than Rs. 75.00 lakh or one work of value not less than Rs. 120.00 lakh each in last 7 years (year ending March,2024).
- (iii) Similar work shall mean works of supply, installation, testing and commissioning of lifts in minimum 8 storied building.
- (iv) The manufacturer should have average annual financial turnover of Rs. 50.00 lakh of supply and installation of lift work during the last three years ending 31st March, 2024.
- (v) The manufacturer should not have incurred loss for more than 2 years during preceding five years ending 31st March, 2024.
- (vi) The manufacturer shall be working in the field of supply, installation, testing & commissioning of lift works for the past 3 years consistently.
- (vii) The manufacturer should have valid registration for GST and should have Permanent Account Number (PAN).

The tender document can be downloaded from website "www.unitechgroup.com".

Any further details, if required, are available with Mr. Ashwani Rao, Additional GM, Contracts, Unitech Limited, 13th floor, Tower-B, Signature Tower, South City-I, Gurgaon. His contact details are: Mobile - +91-9891980861 and E-mail ID- ashwani.rao@unitechgroup.com.

M/s Unitech Limited reserves the right to reject any or all the tender without assigning any reason thereof.

FORM OF TENDER

To,

M/s QnS Facility Management Private Limited

Uniworld Resorts, Sector-33,

Near Subhash Chowk,

Gurugram-122001, Haryana

Name of Works: Supply, Installation, Testing and Commissioning of lifts.

Sir,

1. Having visited the site and examined the General, Special and other Conditions of contracts, General specifications and Detailed specifications, Schedules and Bill of Quantities along with all appendix and annexure for the above work, I/We offer to execute the above said work in conformity with the said Conditions of Contract, Specifications, Schedule of quantities for the sum as stated in Bill of quantities of this tender Document or such other sum as may be ascertained in accordance with the said conditions of contract.
2. I/We undertake to complete and deliver the whole of the work comprised in the tender within the time as stated in the tender and also in accordance with the specifications, conditions and instructions as mentioned in the tender documents.
3. I/We have independently considered the amount of Liquidated Damages shown in the tender hereto and agree that it represents a fair estimate of the loss likely to be suffered by M/s QnS Facility Management Private Limited in the event of works not being completed in time.
4. I/We agree to abide by this tender. I/We agree to keep the tender open for a period of 120 days from the date of opening of price bids or extension there to as required by M/s QnS Facility Management Private Limited and not to make any modifications in its terms and conditions.
5. If this tender is accepted, I/We undertake to enter into, at my/our cost when called upon by the employer to do so, a contract agreement in the prescribed form. Unless and until a formal agreement is prepared and extended this tender together with your acceptance thereto shall constitute a binding contract.
6. I/We agree that if my/our tender is accepted, I/We am/are to be jointly and severally responsible for the due performance of the contract.
7. I/We understand that you are not bound to accept the lowest or any tender you may receive and may reject all or any tender without assigning any reason.
8. I/We are enclosing herewith "Time Activity Schedule" so as to complete the work within stipulated time.
9. I/We confirm that all statements documents, information submitted/given with this tender or in support of tender is/are true, genuine, authentic, legitimate and valid. I agree that at any time before award of work or after award to selected/successful

bidder in case any of these statement document, information is/are found incorrect, false, willful misrepresentation or omission of facts or submission of false/forged documents, the Security deposit submitted by me/us shall be forfeited by M/s. QnS Facility Management Private Limited.

10. I/We certify that the tender submitted by me/us is strictly in accordance with the terms, conditions, specifications etc. as contained in the tender document, and it is further certified that it does not contain any deviation to the aforesaid documents.

Date	Signature
		Name
		Designation

Duly authorized to sign & submit tender for an on behalf of

(Name and address of firm)

M/s.....

Telephone Nos.

FAX No.....

Witness:

Signature:

Name:

Occupation:

Address:

Telephone nos.:.....

INSTRUCTION FOR SUBMISSION OF BID

1. All covering letters and information to be included in the bid shall be submitted along with the bid itself in sealed covers to Mr. Ashwani Rao (AGM-Contracts), Unitech Limited, 13th floor, Tower-B, Signature Tower, South City-I, Gurgaon.
2. Tender should be submitted in two covers viz. separate sealed Envelope-1 (containing technical bid) and Envelope-2 (containing price bid only) and both of these covers should be placed in an envelope duly super scribing clearly the name of the work “**BID FOR SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF LIFTS**”. The full name, postal address and Telex/telegraphic address of the Bidder shall be written on the bottom left hand corner of the sealed envelope. Further envelope containing each part shall be superscripted as under:
3. The first cover/envelope containing Part-1 shall be submitted along with the following documents and the cover should be super scribed with “**ENVELOPE-1: TECHNICAL BID FOR SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF LIFTS**.”
 - a) Original bid document duly filled in and completed in all respects except prices, signed with rubber seal on each page as a proof of acceptance.
 - b) Tender cost Rs. 1,000/- (Demand Draft)
 - c) Memorandum of Association & Article of Association / Partnership deeds, as applicable.
 - d) Copy of document in proof of registration as a manufacturer of the lift in Class-‘A’ with CPWD. Description of the bidders works experience of similar nature during last seven years along with documentary proof (ending March, 2024).
 - e) Balance Sheet and the Profit & Loss Account together with Tax Audit Report duly certified by a firm of Chartered Accountant for the last 3 financial years.
 - f) Bidder shall furnish list of the supervisory persons and other technical persons he wish to deploy in this job along with their experience details.
 - g) Letter of Authority for signing and negotiation of bid.
 - h) Document in the respect of PAN, GSTIN registration.
 - i) Solvency certificate from any nationalized / scheduled bank.
 - j) Receipted copy of the return of Income filed with Income Tax Authority for last 3 years.
 - k) Receipted copy of Return of Employees Provident Fund (EPF) for last three years.
 - l) Any additional relevant information to be furnished by the bidder.

The Second cover containing Part-2 shall be submitted along with the following documents and the cover should be super scribed with “**ENVELOPE-2: PRICE BID FOR SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF LIFTS**.”

- a) Schedule of prices duly filled in.

It may please be noted that:-

- (a) The price bid part shall not contain any terms and conditions whatsoever. These, if any, must be brought out in Part- I only. Any condition given in the price bid will not be taken into account and it will be sufficient cause for rejection of bid.
 - (b) Price bids of only those bidders whose technical and commercial proposals are complete and found acceptable, shall be opened in the presence of bidders or their authorized representatives who may like to be present, on a suitable date to be intimated to such tenderers separately.
4. Bidders are advised to submit their offers strictly based upon the detail terms and conditions contained in “INSTRUCTION TO BIDDERS” being a part of this tender document and not to stipulate any deviations. Should it, however, become unavoidable, deviations should be stipulated in part – I of the tender. M/s QnS Facility Management Private Limited reserves the right to evaluate bids containing such deviations and accept or reject any part or whole of the same without showing any reason whatsoever.
5. M/s QnS Facility Management Private Limited reserves the right to reject any or all bids without assigning any reasons.
6. Bids received late after the stipulated last date and time for receipt of bids due to any reason whatsoever, will not be considered. Bids shall be adjudged as non-responsive due to any of the following reasons:
- (a) Bids submitted after the due date and time.
 - (b) Bids submitted without certificate(s) in respect of the financial and technical qualification criteria.
 - (c) Bids submitted without documents to establish the eligibility criteria.
 - (d) Bids submitted without photocopies of the receipted copies of IT and PF Returns from the respective Competent Authority.
 - (e) Qualified Price Bid.
 - (f) Any other reason as applicable.
7. The bid can only be submitted in the name of the bidder in whose name the bid documents are issued by M/s QnS Facility Management Private Limited.
8. Any annotation or accompanying documentation in the bid shall be in English language only and in metric system. Bid filled in any other language will be summarily rejected.
9. The firms interested in the work must have a good track record and must not have been black-listed by any Government Organization / PSUs / Statutory Body in course of last 5 years. Bids of such black listed firms will not be considered by the Authority. The intending tenderers must have positive net worth as on 31.03.2024. This fact should be certified by a Chartered Accountant. The tenderer must also submit banker’s certificate along with the offer regarding the financial credibility/solvency of the firm.

10. Bidder shall sign their proposal with the exact name of the firm to whom the bid document has been issued. The bid shall be duly signed and sealed by an authorized person of the bidders' organization as following:
 - (a) If the Tender is submitted by an individual, it shall be signed by the proprietor above his full name and full name of his firm with its current business address.
 - (b) If the Tender is submitted by the proprietary firm, it shall be signed by the proprietor above his full name and full name of his firm with its name and current business address.
 - (c) If the Tender is submitted by a firm in partnership, it shall be signed by all the partners of the firm above, their full names and current business address, or by a partner holding the power of attorney for the firm for signing the Tender in which cases a certified copy of the power of attorney shall accompany the Tender. A certified copy of the partnership deed and current business address of all the partners of the firm shall also accompany the Tender.
 - (d) If the Tender is submitted by a limited company, or a limited Corporation, it shall be signed by a duly authorized person holding the power of attorney for signing the tender in which case a certified copy of the power of attorney shall accompany the Tender. Such limited company or corporation may be required to furnish satisfactory evidence of its existence before the contract is awarded. 'Satisfactory evidence' means the certificate of incorporation of the limited company or corporation under Indian Companies Act, 1956.
11. Bidders shall clearly indicate their legal constitution and the person signing the bid shall state his capacity and also the source of his ability to bind the bidder. The power of attorney or authorization or any other document constituting adequate proof of the ability of the signatory to bind the bidder shall be annexed to the bid. The owner may reject outright any bid unsupported by inadequate proof of the signatory's authority.
12. The bid document shall be completed in all respects and shall be submitted together with the requisite information and appendices. They shall be completed and free from ambiguity, change or inter-lineation.
13. If the space in the bid form or in the Appendices thereto is insufficient, additional pages shall be separately added. These pages shall be page numbered & signed by the Bidder.
14. Bidder shall set their quotation in firm figures and without qualification. Each figure stated should also be repeated in words and in the event of any discrepancy between the amounts stated in figures and words, the amount quoted in words shall be deemed the correct amount. Bid containing qualifying expressions such as "subject to minimum acceptance" or "subject to availability of material / equipment" etc. is liable to be rejected.

DEFINITIONS

1. The contract means the documents forming the tender and acceptance thereof and the format agreement executed between the Competent Authority on behalf of the Chairman, M/s QnS Facility Management Private Limited and the contractor, together within the documents referred to therein including these conditions, the specifications, designs, drawings and instructions issued from time to time by the Engineer-in-charge and all these documents taken together shall be deemed to form one contract and shall be complementary to one another.

2. In the contract, the following expressions shall, unless the context otherwise requires, have the meanings, hereby respectively assigned to them;
 - (i) The expression work or works shall unless there be something either in the subject or context repugnant to such constructions be construed or taken to mean the works by or by virtue of the contract to be executed whether temporary or permanent, and whether original offered substituted or additional.
 - (ii) The 'Contractor' shall mean the individual, firm or company, whether incorporated or not, undertaking the works and shall include the legal personal representative of such individual or the persons composing such firm or company, or the successors of such firm or company and the permitted assignees of such individual, firm or company.
 - (iii) The 'Employer' means the Chairman, M/s QnS Facility Management Private Limited and his successors.
 - (iv) The 'Engineer/ Engineer-in-charge' means the Engineer officer who shall supervise and be in charge of the work and who shall sign the contract on behalf of the Employer.
 - (v) 'Engineer-in-charge representative' shall mean any officer of the Authority nominated by the Engineer to work on his behalf for supervision, checking, taking measurement, checking bills ensuring quality control, inspecting works, issue instructions and other related works for completion of the project.
 - (vi) 'Owner' shall mean M/s QnS Facility Management Private Limited, which invites tenders on behalf of the Chairman, M/s QnS Facility Management Private Limited.
 - (vii) The 'Site' shall be the site on which the works are to be executed under this contract.
 - (viii) The term 'Day' shall mean a calendar day beginning and ending at midnight.
 - (ix) The term 'Week' shall mean seven consecutive calendar days.
 - (x) The term 'Month' shall mean the English calendar month.

- (xi) Excepted Risk are risks due to riots (other than those on account of contractors employees) war (whether declared or not) invasion, act of foreign enemies, hostilities, civil war, rebellion, revolution, insurrection, military or usurped power, acts of God, such as earthquake, lightening and unprecedented flood, and other causes over which the contractor has no control.
- (xii) Schedules referred to in these conditions shall mean the relevant schedules annexed to the tender papers or the standard schedule of rates of the Govt. mentioned with the amendments thereto issued up to the date of receipt of the tender.
- (xiii) District specifications mean specifications followed by the State Government in the area where the work is to be executed.
- (xiv) Tendered value means the value of the entire work as stipulated in the letter of award.

Integrity Pact

To,

M/s.....
.....
.....
.....
.....
.....

Sub: - NIT No. UL/RED/UCP/09 for the work of Supply, installation, testing and commissioning of lifts

Dear Sir,

It is hereby declare that M/s QnS Facility Management Private Limited is committed to follow the principle of transparency, equity and competitiveness in public procurement.

The subject Notice Inviting Tender (NIT) is an invitation to offer made on the condition that the Bidder will sign the integrity Agreement, which is an integral part of tender/bid documents, failing which the tenderer/bidder will stand disqualified from the tendering process and the bid of the bidder would be summarily rejected.

This declaration shall form part and parcel of the Integrity Agreement and signing of the same shall be deemed as acceptance and signing of the Integrity Agreement on behalf of M/s QnS Facility Management Private Limited.

Yours faithfully

To,

M/s. QnS Facility Management Private Limited.
Uniworld Resorts, Sector-33,
Near Subhash Chowk,
Gurugram-122001, Haryana

Sub: Submission of tender for Supply, installation, testing and commissioning of Lifts.

Dear Sir,

I/We acknowledge that M/s QnS Facility Management Private Limited is committed to follow the principles thereof as enumerated in the Integrity Agreement enclosed with the tender/bid document.

I/We agree that the Notice Inviting Tender (NIT) is an invitation to offer made on the condition that I/We will sign the enclosed integrity Agreement, which is an integral part of tender documents, failing which I/We will stand disqualified from the tendering process.

I/We acknowledge that the making of the bid shall be regarded as an unconditional and absolute acceptance of this condition of the NIT.

I/We confirm acceptance and compliance with the Integrity Agreement in letter and spirit and further agree that execution of the said Integrity Agreement shall be separate and distinct from the main contract, which will come into existence when tender/bid is finally accepted by M/s QnS Facility Management Private Limited. I/We acknowledge and accept the duration of the Integrity Agreement, which shall be in the line with Article 1 of the enclosed Integrity Agreement.

I/We acknowledge that in the event of my/our failure to sign and accept the Integrity Agreement, while submitting the tender/bid, M/s QnS Facility Management Private Limited shall have unqualified, absolute and unfettered right to disqualify the tenderer/bidder and reject the tender/bid in accordance with terms and conditions of the tender/bid.

Yours faithfully

(Duly authorized signatory of the Bidder(s))

**To be signed by the bidders' and same signatory competent/authorised
to sign the relevant contract on behalf of M/s OnS Facility
Management Private Limited**

INTEGRITY AGREEMENT

This Integrity Agreement is made aton this Day of..... 20.....

BETWEEN

M/s QnS Facility Management Private Limited, (Hereinafter referred as the 'Principal/ Owner', which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

AND

(Name and Address of the Individual/Firm/Company)_____ through_____ (Hereinafter referred to as the contractor_____ (Details of duly authorized signatory) "Bidder/Contractor" and which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

Preamble

WHEREAS the Principal / Owner has floated the Tender [NIT No. UL/RED/UCP/09] (hereinafter referred to as "Tender/Bid") and intends to award, under laid down organizational procedure, contract for "Supply, installation, testing and commissioning of lifts" hereinafter referred to as the "Contract".

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

AND WHEREAS to meet the purpose aforesaid both the parties have agreed to enter into this Integrity Agreement (hereinafter referred to as "Integrity Pact" or "Pact"), the terms and conditions of which shall also be read as integral part and parcel of the Tender/Bid documents and Contract between the parties.

NOW, THEREFORE, in consideration of mutual covenants contained in this Pact, the parties hereby agree as follows and this Pact witnesses as under:

Article 1: Commitment of the Principal/Owner

- 1) The Principal/Owner commits itself to take all measures necessary to prevent corruption and to observe the following principles:
 - (a) No employee of the Principal/Owner, personally or through any of his/her family members, will in connection with the Tender, or the execution of the Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - (b) The Principal/Owner will, during the Tender process, treat all Bidder(s) with equity and reason. The Principal/Owner will, in particular, before and during the Tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the Tender process or the Contract execution.
 - (c) The Principal/Owner shall endeavour to exclude from the Tender process any person, whose conduct in the past has been of biased nature.
- 2) If the Principal/Owner obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal code (IPC)/Prevention of Corruption Act, 1988 (PC Act) or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, can also initiate disciplinary actions as per its internal laid down policies and procedures.

Article 2: Commitment of the Bidder(s)/Contractor(s)

1. It is required that each Bidder/Contractor (including their respective officers, employees and agents) adhere to the highest ethical standards, and report to M/s QnS Facility Management Private Limited all suspected acts of fraud or corruption or Coercion or Collusion of which it has knowledge or becomes aware, during the tendering process and throughout the negotiation or award of a contract.
2. The Bidder(s)/Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender process and during the Contract execution:
 - a) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal/Owner's employees involved in the tender process or execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the contract.
 - b) The Bidder(s)/Contractor(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non- submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process.

- c) The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act. Further the Bidder(s)/Contractor(s) will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the Principal/Owner as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - d) The Bidder(s)/Contractor(s) of foreign origin shall disclose the names and addresses of agents/representatives in India, if any. Similarly Bidder(s)/Contractor(s) of Indian Nationality shall disclose names and addresses of foreign agents/representatives, if any. Either the Indian agent on behalf of the foreign principal or the foreign principal directly could bid in a tender but not both. Further, in cases where an agent participate in a tender on behalf of one manufacturer, he shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent/parallel tender for the same item.
 - e) The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.
3. The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
 4. The Bidder(s)/Contractor(s) will not, directly or through any other person or firm indulge in fraudulent practice means a willful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the Government interests.
 5. The Bidder(s)/Contractor(s) will not, directly or through any other person or firm use Coercive Practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/ her reputation or property to influence their participation in the tendering process).

Article 3: Consequences of Breach

Without prejudice to any rights that may be available to the Principal/Owner under law or the Contract or its established policies and laid down procedures, the Principal/Owner shall have the following rights in case of breach of this Integrity Pact by the Bidder(s)/Contractor(s) and the bidder/contractor accepts and undertakes to respect and uphold the Principal/Owner's absolute right:

1. If the Bidder(s)/Contractor(s), either before award or during execution of Contract has committed a transgression through a violation of Article 2 above or in any other form, such as to put this reliability or credibility in question, the Principal/Owner after giving 14 days' notice to the contractor shall have powers to disqualify the Bidder(s)/Contractor(s) from the tender process or terminate/determine the Contract, if already executed or exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Principal/Owner. Such exclusion may be forever or for a limited period as decided by the Principal/Owner.

2. Forfeiture of Performance Guarantee/Security Deposit: If the Principal/Owner has disqualified the Bidder(s) from the tender process prior to the award of the contract or terminated/determined the contract or has accrued the right to terminate/determine the contract according to Article 3(1), the Principal/Owner apart from exercising any legal rights that may have accrued to the Principal/Owner, may in its considered opinion forfeit the entire amount of Performance Guarantee and Security Deposit of the Bidder/Contractor.
3. Criminal Liability: If the Principal/Owner obtains knowledge of conduct of a bidder or Contractor, or of an employee or a representative or an associate of a bidder or Contractor which constitutes corruption within the meaning of IPC Act, or if the Principal/Owner has substantive suspicion in this regard, the Principal/Owner will inform the same to law enforcing agencies for further investigation.

Article 4: Force Majeure

Any delay in or failure to perform of either party, shall not constitute default so as to give rise to any claim for damages, to the extent such delay or failure to perform is caused by an act of God, due to Pandemic, or by fire, explosion, flood or other natural catastrophe, government legislation, orders or regulation etc. Failure of the Client to hand-over the entire site and /or release funds for the project shall also constitute force majeure. The time for performance of the obligation by the parties shall be deemed to be extended for a period equal to the duration of the force majeure event. Both parties shall make their best efforts to minimize the delay caused by the force majeure event. If the failure / delay of the Client in handing over the entire site and / or in releasing the funds continues even on the expiry of the stipulated date of completion, Engineer-in-charge, may, at the request of the contractor, foreclose the contract without any liability to either party. In the event of such foreclosure, the contractor shall not be entitled to any compensation whatsoever. If prior to such foreclosure the contractor has brought any materials to the site, the Engineer-in-Charge shall always have the option of taking over of all such materials at their purchase price or at the local current rates, whichever is lower. The contractor shall have no claim of damages for extension of time granted or rescheduling of milestone/s for events listed in this clause.

Article 5: Previous Transgression

- 1) The Bidder declares that no previous transgressions occurred in the last 5 years with any other Company in any country confirming to the anticorruption approach or with Central Government or State Government or any other Central/State Public Sector Enterprises in India that could justify his exclusion from the Tender process.
- 2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the Tender process or action can be taken for banning of business dealings/ holiday listing of the Bidder/Contractor as deemed fit by the Principal / Owner.
- 3) If the Bidder/Contractor can prove that he has resorted / recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal / Owner may, at its own discretion, revoke the exclusion prematurely.

Article 6: Equal Treatment of all Bidders/Contractors/Subcontractors

- 1) The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder / Contractor shall be responsible for any violation(s) of the principles laid down in this agreement/Pact by any of its Subcontractors / sub-vendors.
- 2) The Principal/Owner will enter into Pacts on identical terms as this one with all Bidders and Contractors.
- 3) The Principal/Owner will disqualify Bidders, who do not submit, the duly signed Pact between the Principal/Owner and the bidder, along with the Tender or violates its provisions at any stage of the Tender process, from the Tender process.

Article 7- Duration of the Pact

This Pact begins when both the parties have legally signed it. It expires for the Contractor/Vendor 12 months after the completion of work under the contract or till the continuation of defect liability period, whichever is more and for all other bidders, till the Contract has been awarded.

If any claim is made/lodged during the time, the same shall be binding and continue to be valid despite the lapse of this Pacts as specified above, unless it is discharged/determined by the Competent Authority, M/s QnS Facility Management Private Limited.

Article 8- Other Provisions

- 1) This Pact is subject to Indian Law, place of performance and jurisdiction is the Headquarters of the Division of the Principal/Owner, who has floated the Tender.
- 2) Changes and supplements need to be made in writing.
- 3) If the Contractor is a partnership or a consortium, this Pact must be signed by all the partners or by one or more partner holding power of attorney signed by all partners and consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by board resolution.
- 4) Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- 5) It is agreed term and condition that any dispute or difference arising between the parties with regard to the terms of this Integrity Agreement / Pact, any action taken by the Owner/Principal in accordance with this Integrity Agreement/ Pact or interpretation there of shall not be subject to arbitration.

Article 9- Legal & Prior Rights

All rights and remedies of the parties hereto shall be in addition to all the other legal rights and remedies belonging to such parties under the Contract and/or law and the same shall be deemed to be cumulative and not alternative to such legal rights and remedies aforesaid. For the sake of brevity, both the Parties agree that this Integrity Pact will have precedence over the Tender/Contact documents with regard to any of the provisions covered under this Integrity Pact.

IN WITNESS WHEREOF the parties have signed and executed this Integrity Pact at the place and date first above mentioned in the presence of following witnesses:

.....
(For and on behalf of Principal/Owner)

.....
(For and on behalf of Bidder/Contractor)

WITNESSES:

1.
(Signature, name and address)

2.
(Signature, name and address)

Place
Date

GENERAL CONDITIONS

1. All supplies proposed to be obtained on contract are as notified in Notice Inviting Tender. This form will state the supplies to be made as well as the date for submitting and opening tenders and the time allowed for carrying out the work, copies of the specifications and any other documents required in connection with the work, signed for the purpose of identification by the Engineer-in-charge. These documents shall also be open for inspection by the contractor at the office of M/s QnS Facility Management Private Limited during office hours.
2. In the event of the tender being submitted by a Partnership firm, it must be signed separately by each member thereof, in the event of the absence of any partner, it must be signed on his behalf by a person holding a valid power of attorney authorizing him to do so, such power of attorney shall be produced with the tender and it must disclose that the firm is duly registered under the Indian Partnership Act.
3. Receipts for payment made to a firm must also be signed by the several partners except where the Contractors are described in their tender is a firm, in which case the receipt must be signed in the name of firm by one of the partners, or by some other person having authority to give effectual receipts for the firm.
4. Any person who submits a tender shall fill up the supplied form stating at what rate he is willing to undertake each item of the work. Tenderers who purpose alteration in the work specified in the said form of invitation to tender or in the time allowed for carrying out the work or which contain any other conditions of any sort will be liable for rejection.
5. The Engineer-in-charge or his duly authorized representative will open tenders in the presence of any intending bidders who may be present at the time, and will enter the amounts of the several tenders in a Comparative Statement in a suitable form. In the event of a tender being accepted a receipt for the earnest money forwarded therewith shall thereupon be given to the contractor who shall thereupon for the purpose of identification sign, copies of the specification and other documents mentioned in rule 1. In the event of a tender being rejected the earnest money forwarded with such unaccepted tender shall there upon be returned to the respective bidder.
6. The officer inviting tenders shall have the right of rejecting any or all of the tenders without assigning any reason and will not be bound to accept the lowest tender.
7. The receipt of M/s QnS Facility Management Private Limited for money paid by the contractor will be considered as payment to the Engineer-in-charge and the contractor shall be responsible for seeing that he produces a receipt signed by the Engineer-in-charge or the authorized signatory of Finance Department of M/s QnS Facility Management Private Limited.
8. The person/persons, whose tender(s) may be accepted (herein after called the contractor) shall submit M/s QnS Facility Management Private Limited security deposit to an extent of 5 % of the total contract value against Bank Guarantee issued

from Scheduled/Nationalized Bank. All compensation or other sums of money payable by the contractor under the terms of this contract may be deducted from or paid by the sale of a sufficient part of his security deposit. In case security deposit is reduced by reasons of any deductions or sale as aforesaid the contractor shall within 10 days make good in cash or demand draft.

9. No security deposit shall be deducted for AMC period.

CLAUSES:

1. The contractor is to complete his work under this contract on or-before the date mentioned in the tender failing which he shall be subject to pay or allow deduction of maximum 0.5% per week of delay to be computed on per day basis based on quantum of damage suffered due to stated delay on the part of contractor, subject to a total deduction of 5% of the contract value / agreement amount or the value of final bill whichever is more as liquidated damages to M/s QnS Facility Management Private Limited.
2. In every case in which the payment or allowance mentioned in clause 1 shall have incurred for ten consecutive months, the Engineer-in-charge shall have the power to annul the contract and or have the supply completed at the contractors risk and expenses without any further notice to him and the contractor shall have no claim to compensation for any loss that may incur in any case.
3. If the contractor shall be hindered in the supply of the materials so as to necessitate an extension of the time allowed in this tender, he shall apply in writing to the Engineer-in-charge who shall grant it in writing if there are reasonable ground for it, and without such Authority in writing by the Engineer-in-charge, the contractor shall not claim exempted from the fine leviable under Clause 2. For the completion of the rest of the works the contractor shall be entitled such extension of time as may be determined by the Engineer-in-charge.
4. The contractor shall inform the Engineer-in-charge of his intention of making delivery of materials and on the materials being approved the Engineer-in-charge or his authorized representative shall grant a receipt to him no material will be considered as delivered until so approved.
5. On the completion of the delivery of material the contractor shall be furnished with a certificate to that effect by the Engineer-in-charge but the delivery will not be considered complete until the contractor shall have removed all rejected materials and shall have the approved materials stocked or placed in such positions as be pointed out to him.

6. If at any time after the commencement of the supplies the Chairman, M/s QnS Facility Management Private Limited shall for any reason whatsoever not require the whole or part thereof as specified in the tender to be supplied, the Engineer-in-charge shall in addition to his power to annul the contract in case of default on the part of the contractor, have power to terminate all liability of M/s QnS Facility Management Private Limited there under at any time after giving due notice in writing to the contractor of his desire to do so. In the event of such a notice being given:
 - (a) The Engineer-in-charge shall be entitled to direct the contractor to complete the supply of the material which are ready for delivery up to the expiry of the notice and thereafter to cease their supply, all the articles or supplies received and accepted up to that date shall be paid for at the tender rate, and.
 - (b) The contractor shall have no claim to any payment or compensation whatsoever on account of any profit or advantage which he might have derived in consequence of the full execution of the contract but which he did not obtain owing to its premature termination or for any loss which he might have sustained on this account.
7. The contractor shall on submitting the bill be entitled to receive a monthly payment proportionate to the part thereof executed to the satisfaction of the Engineer-in-charge, whose certificate of the sum of payable shall be final and conclusive against the contractor.
8. Payment due to the contractor may, if so desired by him, be made to his bank instead direct to him, provided that the contractor furnishes to the Engineer-in-charge (1) an authorization in the form of a legally valid document such as a power of attorney containing authority on the bank to receive payment and (2) his own acceptance of the correctness of the account made out as being due to him, or his signature on the bill or other claim preferred against the bank before settlement by the Engineer-in-charge of the account of claim by payment to the bank while the receipt by such bank shall constitute a full and sufficient discharge for the payment, the contractor should, wherever possible present his bills duly receipted and discharge through his bankers.
9. Nothing herein contained shall separate to create in favour of the bank any rights or equities vis-à-vis M/s QnS Facility Management Private Limited.
10. The materials shall be of the best description and in strict accordance with the specification and the contractor shall receive payment for such materials only as are approved and passed by the Engineer-in-charge.
11. In the event of the material being considered by the Engineer-in-charge to be inferior to that described in the specifications, the contractor shall on demand in writing forthwith remove the same at his own charge and cost and in the event of his neglecting to do so within such period as may be named by the Engineer-in-charge that office may have such rejected materials removed at the contractor's risk and the expenses incurred being liable to be deducted from any sums due or which may become

due to the contractor:

- (a) Contractor/supplier hereby declares that the goods, stores, articles sold or to be sold to M/s QnS Facility Management Private Limited. under this contractor shall be of the best quality and workmanship and shall be strictly in accordance with the specifications and particulars contained in the tender document and the contractor/seller hereby guarantees that the said goods/stores articles shall continue to confirm to the description and quality aforesaid for a period of 12 months from the date of delivery of the said goods/stores/article to the Engineer-in-charge and that notwithstanding the fact that the Engineer-in-charge may have inspected and on approved the said good articles be discovered not be conforming to the description and quality/aforesaid or to have deteriorated (and the decision of the Engineer-in-charge will be entitled to reject the said good/stores/articles or such portion thereof as may be discovered not to confirm to the said description and quality). On such rejection the goods/articles stores will be at the contractors risk and the provisions contained in the tender document shall mutates mutendis apply to the removal of the goods/stores/articles rejected under this clause. The contractor/seller shall if called upon to replace the said goods/stores/articles or such portion thereof as has been rejected by the Engineer-in-charge or otherwise the contractor/seller shall pay to M/s QnS Facility Management Private Limited such damages as may arise by reason of the breach of the condition herein contained. Nothing herein contained shall prejudice any other right of M/s Qns Facility Management Private Limited in that behalf under this contract or otherwise.
12. if the contractor or his work people or servants shall break, deface injure or destroy buildings, road, fence, enclosure, water pipes, cabbies, drains, electric or telephones posts or wires, trees, grass or grass land or any other property belonging to M/s QnS Facility Management Private Limited or any other contractor working in the same premises where the materials are being supplied, he shall make good the same at his own expenses and in the event or his refusing of failing to do so the damage shall be made good as required at his expenses by the Engineer-in-charge, who shall deduct the cost from any sums due, or which may become due, to the contractor.
13. The contractor shall supply at his own expenses all tools, plant and equipment's required for the due fulfillment of this contract and the material shall remain at his risk till the date of final delivery, unless it shall have been in the meantime remove for use by the Engineer-in-charge.
14. No material shall be brought to site or delivery given on Sundays or holidays without the written permission of the Engineer-in-charge. Normally all material shall be delivered during office hours and with prior information to the Engineer-in-charge.
15. This contract shall not be sublet without the written permission of the Engineer-in-charge. In the event of the contractor subletting his contract without such permission he shall be considered to have thereby committed a breach of contract, and shall forfeit his security deposit and shall have no claim for any compensation for any loss.

- (a) The Engineer-in-charge shall have power to make any alteration, omissions, additions or substitutions in the original specifications, drawings, designs, and instruction that may appear to him be necessary or advisable during the course of supply of the materials and the contractor shall be bound to supply the materials in accordance with any such instruction which may be given to him in writing signed by the Engineer-in-charge and such alterations, omissions, additions or substitution shall not invalidate the contractor, and altered, additional or substituted materials which the contractor may be directed to supply in the manner above specified as part of the work shall be supplied by the contractor on the same conditions in all respect for which he agreed to do the main work, and at the same rates, as specified in the tender for the main work. The time for the completion of the supply shall be extended in the proportion that the altered, additional or substituted quantity of materials bears to the original quantities and the certificate of Engineer-in-charge shall be conclusive as to such proportion. And if the altered, additional or substituted materials include any class of materials, for which the rate is specified on this contract than such class of materials shall be supplied at the rates entered in the schedule of rates of the main contract direct on which the estimated cost shown in the tender is passed and in such class of materials are not entered in the schedule of rates of the main contract direct on which the estimated cost shown in the tender is passed and in such class of materials are not entered in the said schedule of rates than the contractor shall within seven days of the date of his receipt of the order to supply the materials inform the Engineer-in-charge of the rate which he intends to charge for such class of materials and if the Engineer-in-charge does not agree to his rate he shall give notice in writing and be at liberty to cancel this supply, such class of materials and arrange the supply thereof in such manner as he may consider advisable provided always that if the contractor shall commence supply or incur any expenditure in regard thereof the rates shall have been determined as lastly herein before mentioned time and in such case he shall only be entitled be paid in respect of the supply made or expenditure incurred by any him prior to the date of the determination of the rate as aforesaid according to such rate or rates shall be fixed by the Engineer-in-charge. In the event of any disputes the decision of the Chairman, M/s QnS Facility Management Private Limited shall be final and binding to all.

16. In respect of all labour directly or indirectly employed in the work for performance of the contractor's parts of this agreement the contractor shall at his own expense arrange for the safety provision as per CPWD safety code framed from time to time and shall at his own expense provide for all facilities in connection therewith.
17. Except otherwise provided in the contract all questions and disputes relating to the meaning of the specification designs drawing and instructions herein mentioned as to the quality of workmanship or materials used on the work or as to any other question claim right matter or thing whatsoever in any way arising out of or relating to the contract, design drawings, specifications, estimates, instructions orders or these conditions or otherwise concerning the works or the execution or failure to execute the same whether arising during the progress of the work or after the completion, abandonment thereof shall be referred to the sole arbitrator or the person appointed by the Chairman of M/s QnS Facility Management Private Limited.. The arbitrator to whom the matter is originally referred being transferred or vacating his office or being unable to act for any reasons, Chairman M/s QnS Facility Management Private Limited shall appoint another person to act as arbitrator in accordance with the terms of the contract.
18. Subject to as aforesaid the provisions of the Arbitration Act, or any statutory modification or re-effacement thereof and the rules made there under and for time being in force shall apply to the arbitration proceeding under this clause.
19. It is term of the contract that the party invoking arbitration shall specify the disputes or disputes to be referred to arbitration under this clause together with the amount or amounts claimed in respect of such dispute.

The arbitrator(s) may from time to time with consent of the parties enlarge the time, for making and publishing the award.
- 19(a) The arbitrator(s) shall make such inquiries and shall call upon such evidences as he may deem fit.
- 19(b) The arbitrator(s) may call upon the parties for their personal appearance before him on the date fixed by him at the specified time and place.
- 19(c) That in case of non-appearance of either of the parties the arbitrator(s) shall proceed ex-parte.
- 19(d) The decision of the The arbitrator(s) shall be binding on the parties, their legal representatives, successor and heirs.
- 19(e) The cost of the reference shall be on the sole discretion of the arbitrator(s).

20. On the breach of any terms or conditions of this contract by the contractor, the owner/ M/s QnS Facility Management Private Limited shall be entitled to forfeit the security deposit or the balance thereof that may at that time be remaining and to release and retain the same as damages and compensation for the said breach but without prejudice to right of the said owner/ M/s QnS Facility Management Private Limited to recover any further sums as damage from any sums due or which may become due to the contractor.
21. Without prejudice to any of the right or remedies under this contract. If the contractor dies the Engineer-in-charge on behalf of Chairman, M/s QnS Facility Management Private Limited shall have the option of terminating the contract without compensation of the contractor.
- 22.(1) Whenever any claim against the contractor for the payment of a sum or money arises out or under the contract, M/s QnS Facility Management Private Limited shall be entitled to recover such sum by appropriating in part or whole security deposit of the contractor and to sell any of his equipment etc. In event of the security being insufficient or if no security has been taken from the contractor then the balance or the total sum recoverable as the case may be, shall be deducted from any sum hence due or which at any time thereafter may become due from the contractor under this or any other contract with M/s QnS Facility Management Private Limited should this sum be not sufficient to cover the full amount recoverable, the contractor shall pay to M/s QnS Facility Management Private Limited on demand the balance remaining due.
- 22.(2) M/s QnS Facility Management Private Limited shall have the right to cause an audit the technical examination of the works and the final bill of the contractor including all supporting vouchers abstract etc. to be made after payment of final bill and if as a result of such audit and technical examination any sum is found to have been overpaid in respect of any work done by the contractor under the contract or any work claimed by him to have been done by him under contract and found not to have been executed the contractor shall be liable to refund the amount of the overpayment and it shall be lawful for Engineer-in-Charge to recover the same from him in the manner described in sum clause (1) of this clause or in any other manner legally permissible and if as a result of audit and technical examination, it is found that contractor was paid less than what was due to him under the contract in respect of any work executed by him under it, the amount of such under payment shall be duly paid by M/s QnS Facility Management Private Limited to the contractor.

SPECIAL CONDITION

1.0 Terms of Payment

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

- 1.1 10% as advance along with order.
- 1.2 50% before start of production on pro-rata basis.
- 1.3 20% after material received at site in good condition on pro-rata basis.
- 1.4 15% after completion & physical erection on pro-rata basis.
- 1.3 Balance 5% will be paid after testing, commissioning, trail run & handing over to the department for beneficial use on pro-rata basis.
- 1.4 **Security Deposit:** Contractor shall submit upfront Security Deposit @ 5% of Contact value in the form of Bank Guarantee issued from Scheduled / Nationalized banks as per approved format within 7 days after award of contract valid till completion of defect liability period

2. Rates:

- 2.1 The rates quoted by the tenderer, shall be firm and inclusive of all materials, labours, scaffolding, T & P and all taxes (including all duties and levies, octroi) and all charges for packing forwarding, insurance, freight and delivery, installation, testing, commissioning etc. at site, risks, overhead charges general liabilities/obligations and clearance from local authorities, but excluding GST. GST shall be paid extra as per govt. norms. Contractor will arrange the licence for lifts. All Fees, Insurance charges, Incidental expenses shall be born by the Contractor only.
- 2.2 The contractor has to carry out routine & preventive maintenance for 12 months from the date of handing over during defect liability period. Nothing extra shall be paid.

3.0 Completeness of tender:

- 3.1 All sundry equipment, fittings, unit assemblies, accessories, hardware items, foundation bolts, termination lugs for electrical connections, and all other items which are useful and necessary for efficient assembly and installation of equipment and components of the work shall be deemed to have been included in the tender irrespective of the fact whether such items are specifically mentioned in the tender documents or not.
- 3.2 For item/equipment requiring initial inspection at manufacturer's works, the contractor will intimate the date of testing of equipment's at the manufacturer's works before dispatch. The employee 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 employer'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's visit to the factory will be borne by the employer. Also equipment may be inspected at the manufacturer's premises, before dispatch to the site by the contractor.

4.0 Storage and custody of materials:

Storage space with locking arrangement near to lift shaft shall be provided to the contractor for storage of materials as per availability at site. Watch and ward of the stores and their safe custody shall be responsibility of the contractor till the final taking over the installation by the employer.

5.0 Care of the Building:

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

6.0 Completion of period

The completion period of 09 (nine) months indicated in the tender documents is for the entire work of planning, designing, supplying, installation, testing, commissioning and handing over of the entire system to the satisfaction of the Engineer-in-charge.

7.0 Performance Guarantee:

7.1 The tenderer 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.

7.2 The successful tenderer shall submit an irrevocable performance guarantee of 5% of the tendered amount in addition to other deposits mentioned elsewhere in the contract for his proper performance of the contract agreement within 15 days of issue of letter of intent. This guarantee shall be in the form of government securities of fixed deposit receipts or Bank Guarantee of any scheduled bank or the State Bank of India in the specified format. The performance guarantee shall be valid till handing over. Bank Guarantee shall be reduced on pro-rata basis based on work done at site. This bank guarantee shall be kept valid till the recording of completion certificate for the work by the Competent Authority.

8.0 Warrantee

8.1 All equipments shall be warrantied for a period of 12 months from the date of commissioning and taking over the installation by M/s QnS Facility Management

Private Limited against unsatisfactory performance and /or break down. The equipment's components, or any part thereof, so found defective during warrantee period shall be forthwith repaired or replaced free of cost, to the satisfaction of the Engineer-in-charge. In case it is felt by M/s QnS Facility Management Private Limited that undue delay is being caused by the contractor in doing this, the same will be got done by M/s QnS Facility Management Private Limited at the risk and cost of the contractor. The decision of the Engineer-in-charge in this regard shall be final.

9.0 Power Supply

Electric service connection of 415 V, 3 Phase, 4 Wire, 50 Hz, AC supply shall be provided by M/s QnS Facility Management Private Limited /the Employer.

10.0 Water Supply

Water supply shall be made available by M/s QnS Facility Management Private Limited / the Employer at one point.

11.0 Data Manual and Drawings to be furnished by the tenderers:

11.1 The tenderer shall furnish along with the tender, detailed technical literature and performance data for appraisals and evaluation of the offer.

12.0 After Award of work

- (i) The successful tenderer would be required to submit the following drawings within a month of award of work for approval before commencement of installation.
 - (a) All general arrangement drawings.
 - (b) Details of foundations for the equipment, load, location etc. of various assembled equipment as may be needed generally by other agencies for purpose of their work. The date will include breaking load on guides, reaction of buffers on lift pits reaction on support points in machine room, lift wallet.
 - (c) Complete layout dimensions for every unit/group of units with dimensions required for erection purposes.
 - (d) Any other drawing/information not specifically mentioned above but deemed to be necessary for the job by the contractor.

13.0 The successful tenderer should furnish well in advance three copies each of detailed instructions and manuals of manufactures 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 and workshop procedure for repairs, assembly and adjustment etc. all in triplicate.

14.0 Extent of work

14.1 Contractor will submit the details of all civil & electrical works which need to be completed for SITC of lifts. Completion of civil & electrical works as per approved GAD will be in client scope.

15.0 Inspection and testing:

15.1 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.

16.0 Validity of Tender

Tenders shall be valid for acceptance for a period of 120 days from the date of opening of price bid.

17.0 Compliance with regulations and Indian standards

17.1 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 specification. In particular, the equipment and installation will comply with the following:

- (i) Factories Act.
- (ii) Indian Electricity Rules.
- (iii) IS & BS Standards as applicable.
- (iv) Workmen's compensation Act.
- (v) Statutory norms prescribed by local bodies.

17.2 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.

17.3 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 requirement would make the tenderer liable for penalty of Rs. 500/- 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.

18.0 Indemnity

The successful tenderer shall at all times indemnify the department, consequent on this works contract. The successful tenderer shall be liable, in accordance with the Indian Law and Regulations for any accident occurring due to any cause and the department shall not be responsible for any accident or damage incurred or claims arising there from 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 due to the above.

19.0 Erection Tools

No tools and tackles either for unloading or for shifting the equipment's for erections purposes would be made available by the employee. The successful tenderers shall make their own arrangements for all these facilities.

20.0 Cooperation with other agencies

The successful tenderer shall co-ordinate with other contractors and agencies engaged in the construction of building, if any, exchange freely all technical information so as to make the execution of this works 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 re-done for want of cooperation and coordination by the successful 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 successful tenderer himself.

21.0 Mobilization Advance

No mobilization advance shall be paid for this work.

22.0 Insurance and Storage

All consignments are to be duly insured the cost of the supplier. The insurance covers shall be valid till the equipment is handed over duly installed, tested and commissioned.

23.0 Verification of correctness of Equipment at Destination

The contractor shall have to produce all the relevant records to certify that the genuine equipment from the manufactures has been supplied and erected.

24.0 **Painting**

This shall include cost of painting of entire exposed iron work complete in the installation. All equipment's works shall be painted at the works before dispatch to the site.

25.0 **Training**

The scope of works includes on job technical training of two persons at site. Nothing extra shall be payable on this account.

26.0 **Maintenance**

26.1 Sufficient trained and experienced staff shall be made available to meet any exigency of work during the warranty period of one year from the handing over of the installation.

26.2 The maintenance, routine as well as preventive for one year from the date of taking over the installation as per manufacturer's recommendation shall be carried out and the record of the same shall have to be maintained.

26.3 The contractor shall quote the comprehensive AMC rates for a period of 5 years after completion of 12 months of Defect liability period

26.4 For the purposes of evaluation of financial bid the total of capital cost including 12 months O&M and the AMC for 5 years shall be considered

i.e. Total cost : Capital cost for installation of lifts & trial run and O&M for 12 months + AMC charges as quoted by the bidders year wise for a period of 5 years.

26.5 The contractor shall have the responsibility to carry out the routine maintenance as well as the preventive maintenance during the entire period of AMC including DLP.

26.6 Any part needing the repair/replacement required for successful, trouble free and safe operation of the machine shall also be covered under the AMC including DLP.

27.0 **Additional Conditions for AMC**

i. AMC means AMC after completion of free maintenance period/DLP specified in the agreement.

ii. The work will be carried out as per relevant IS: Specifications and other general codes and practices.

iii. The jurisdictions of court shall be at Gurgaon.

iv. The firm will maintain a reasonable inventory of genuine spares parts in their service depot, so that faults in the lifts do not remain unattended for want of spares. During the free maintenance period lift will have to be maintained and inspected. Regularly at least once in a month and as and when called by Engineer-in-Charge or his representative, due to fault/breakdown without a charges.

v. The firm will deploy only trained and appropriate skilled personnel to keep the equipment properly adjusted and they will use all reasonable care to maintain the elevator in proper and safe operating conditions,

vi. This maintenance contract includes replacement of all minor and major parts/assemblies including their cost and cost of all other material/ consumable and tools etc. and labour required to maintain these lifts in proper working order. However, maintenance of the following items will not be included in the contract.

a. Denting /Painting of Car enclosure panels, Car doors, Landing doors, Handrails. , Floor covering carpets, external wiring to elevator, hoist way

and machine room, other Architectural features etc., all other replacements of equipments shall form a part of AMC.

- vii. The firm shall remove the breakdown during or after working hours and even on holidays on receipt of information at the firm's control station from the authorized representatives of Employer. The firm will intimate the complaint number to the complainant at the time of reporting the breakdown. Machine room key shall be made available to authorized technician of the firm on arrival at site. The breakdown rectification report shall be signed by the Engineer-in-charge or his representative for record of issue of spares and keeping time record of the firm's service personnel. The firm personnel will also sign the log book of respective lift in token of attending the complaint & removal of defects and other observations recorded by Engineer-in-charge or his representative to complete satisfaction.
- viii. The firm shall set right the lift in working condition within 24 (Twenty four) hours for the minor defects and within 3(three) days including day of complaint for the major breakdown after receipt of the complaint at their center.
- ix. If the complaint is not attended within the specified period, beside not paying AMC charges for delayed period, compensation of two days AMC charges for every delay of one day or part thereof per lift shall be levied, but the total amount of compensation during a year shall not exceed 10% (Ten Percent) of the annual maintenance charges of relevant year. The Engineer-in-charge on representation from the firm may reduce the amount of compensation and his speaking decision in writing shall be final. Even after levying the compensation equivalent to 10 % (Ten percent) of the contract amount if the firm does not attend the complaint, the firm will not be paid AMC for the defaulting period and the security deposit shall stands forfeited.
- x. The firm shall become liable for compensation in accordance with the Indian law and Regulations in the event of any accident occurring to any person using, intending to use the elevator or otherwise due to the fault in the elevator on account of failure to keep the lifts in proper working order or non compliance of statutory provision for safety measures.
- xi. The parts if replaced by the firm shall be OEM parts matching with the existing equipment. Defective/removed /unserviceable parts will be the property of the firm.
- xii. After completion of maintenance contract or termination of contract mid way due to any reason what-so-ever, the firm will hand over the lift in working order with every parts /assembly intact. In case, if any part / assembly is found missing/defective or of sub standard specifications, due recovery will be made for such a deficiency and other measures to effect such recovery as deemed fit will be taken against the firm.
- xiii. The Employer will have prerogative to discontinue the maintenance contract of any or all the lifts without assigning any reason at any time for any or all the lifts without paying any compensation for such an act. However, a valid one month notice will be given before taking any such action as mentioned above or maintenance charges will be paid for the period for which notice falls short.

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

29.0 Approved Make List

- 1. Johnson**
- 2. Otis**
- 3 Kone**
- 4. Kinetic Hyundai**
- 5. Schindler**
- 6. Hitachi**
- 7. TK Elevator Pvt Ltd**

TECHNICAL SPECIFICATION

1. The contractor shall be supply and install lifts as per specifications (Schedule of Requirement) placed in tender at Annexure - I.
2. The contractor should provide technical data for all items which are placed at Annexure - II along with tender documents.
3. The work shall be executed as per CPWD General Specifications for Electrical Works (Part III Lifts & Escalators - 2003) as per relevant IS with latest amendments ,if any 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 conditions shall apply. However, nothing extra shall be paid on account of these additional specifications & conditions as the same are to be read along with scheduled of quantities for the work.
4. The tenderers should in their own interest visit the site and familiaries their-self with the site conditions before tendering.
5. No T & P shall be issued by employer and nothing extra shall be paid on account of this.

Annexure – I

SPECIFICATION (SCHEDULE OF REQUIREMENT): PASSENGER LIFT- Tower-B

Group P1, P2, P3 Unit – 03nos	
CAPACITY (kgs)	: 1360 Kg, 20 persons.
SPEED (mps)	: 1.75 mps
Shaft length (m)	: 69 m approx.
STOPS	: 18 Stops With (all opening on the same side)
Controller	: Closed Loop
DRIVE	: V3F
POWER SUPPLY	: 400/415 Volts (3 Phase AC)
OPERATION	: Full collective operation
CAR GROUP	: Three car (Triplex)
MACHINE	: PM Gearless (Machine room located above shaft)
TRACTION MEDIA	: Rope/Belt
CAR FINISH	: SS hairline finish (1.2 mm) SS-304 with provision of mirror
FALSE CEILING TYPE	: SS Hairline finish SS-304
FLASE CEILING FINISH	: SS hairline finish SS-304
VENTILLATION	: Cross flow fan high speed - 04 nos.
HAND RAILS	: Stainless Steel Handrails on car panels (3 sides) Heavy Duty
FLOORING	: 20 mm recessed floor
CAR DOOR FINISH	: SS hairline finish (1.2 mm) SS-304
LANDING DOORS FINISH	: SS hairline finish (1.2 mm) SS-304
FIRE RATED DOORS	: Fire rating-120mins, Clear height -2400mm,
PIT DEPTH	: 1900 mm
OVERHEAD	4700 mm
HOISTWAY DIMENSIONS (W x D – mm)	: 2500x2350 mm
CAR DIMENSIONS (W x D x H - mm)	: As per IS specification, (Clear Height = 2700 mm)
CAR & HOISTWAY DOOR TYPE	: Central opening (CO) doors
DOOR OPENING (W x H - mm)	: 1000x2400 mm

DOOR OPERATOR	:	Auto Door with drive
COP	:	Full height 02 COP for 18 stops -SS finish
CAR POSITION INDICATOR	:	In HPI plate
HALL FIXTURES	:	HPI LED/LCD/7 segment
HALL FIXTURE FACE PLATE	:	SS Finish
HALL BUTTON ARRANGEMENT	:	Hall Button , Self illuminating micro-push type in stainless steel facia plates
STANDARD FEATURES	:	Anti-nuisance Car Call Protection, Overload Device, Nudging Emergency Firemen's Service Emergency Car Light Unit- Min. 30 min. backup Full height Infrared Curtain Door Protection Door Time Protection, Extra Door Time of Lobby & Parking Emergency Alarm Button, Door Open/Close Button Manual Rescue Operation Auto Fan Cut Off, Car LED Light-, BMS Interface, Music & CCTV trailing cable, Spring buffer block, overload protection, Motor protection (also includes Over current, Under Voltage, Over voltage, Single Phasing, Earth Leakage & Phase reversal), Interlocking of car & hoist door, 1 lift as Fire lift in each tower, Lift License.
OPTIONS INCLUDED	:	Automatic Rescue Device, Voice Synthesizer, Intercom, Fireman switch, Guide Shoe, Over travel protection, Halgong, EPBAX system, Direction and position indicator (dot matrix LED type), Fireman switch (GF / Lobby level) Also provide Bearing Plates, Buffer support, Facia Plates, Ladder in pits, safety railing at Top of Car, Channels, Separators, Stretchers structural foundation & fastener with chemical.
Power Supply	:	415V/240V, 50 Hz
Acceptable voltage fluctuation	:	+10 to -10%
Rate of acceleration / deceleration (m/sec²)	:	0.6 - 1.5 (adjustable at site)
Jerk (m/sec²)	:	0.7 - 1.5 (adjustable at site)
Vibrations in car horizontal/ vertical	:	20/18 MG maximum
Noise level in car	:	55 dBA maximum
Noise level in machine room at 1 mtr from machine	:	52 dBA maximum

SPECIFICATION (SCHEDULE OF REQUIREMENT):PASSENGER LIFT- Tower-B

Group P4, P5, P6 Unit – 03 nos	
CAPACITY (kgs)	: 1360 Kg, 20 persons.
SPEED (mps)	: 1.75mps
Shaft length (m)	: 69 m approx.
STOPS	: 18 Stops With (all opening on the same side)
Controller	: Closed Loop
DRIVE	: V3F
POWER SUPPLY	: 400/415 Volts (3 Phase AC)
OPERATION	: Full collective operation
CAR GROUP	: Three car (Triplex)
MACHINE	: PM Gearless (Machine room located above shaft)
TRACTION MEDIA	: Rope/Belt
CAR FINISH	: SS hairline finish(1.2 mm) SS-304 with provision of mirror
FALSE CEILING TYPE	: SS Hairline finish SS-304
FLASE CEILING FINISH	: SS hairline finish SS-304
VENTILLATION	: Cross flow fan high speed - 04 nos.
HAND RAILS	: Stainless Steel Handrails on car panels(3 sides) Heavy Duty
FLOORING	: 20 mm recessed floor
CAR DOOR FINISH	: SS hairline finish(1.2 mm) SS-304
LANDING DOORS FINISH	: SS hairline finish(1.2 mm) SS-304
FIRE RATED DOORS	: Fire rating-120mins, Clear height -2400mm,
PIT DEPTH	: 1900 mm
OVERHEAD	: 4700 mm
HOISTWAY DIMENSIONS (W x D – mm)	: 2500x2350 mm
CAR DIMENSIONS (W x D x H - mm)	: As per IS Specifications, (Clear Height = 2700 mm)
CAR & HOISTWAY DOOR TYPE	: Central opening (CO) doors
DOOR OPENING (W x H - mm)	: 1000x2400 mm
DOOR OPERATOR	: Auto Door with drive
COP	: Full height 02 nos. COP for 18 stops -SS finish
CAR POSITION INDICATOR	: In HPI plate
HALL FIXTURES	: HPI LED/LCD/7 segment

HALL FIXTURE FACE PLATE	:	SS Finish
HALL BUTTON ARRANGEMENT	:	Hall Button, Self illuminating micro-push type in stainless steel facia plates
STANDARD FEATURES	:	Anti-nuisance Car Call Protection, Overload Device, Nudging Emergency Firemen's Service Emergency Car Light Unit- Min. 30 min. backup Full Height Infrared Curtain Door Protection Door Time Protection, Extra Door Time of Lobby & Parking Emergency Alarm Button, Door Open/Close Button Manual Rescue Operation Auto Fan Cut Off, Car LED Light-, BMS Interface, Music & CCTV trailing cable, Spring buffer block, overload protection, Motor protection (also includes Over current, Under Voltage, Over voltage, Single Phasing, Earth Leakage & Phase reversal), Interlocking of car & hoist door, 1 lift as Fire lift in each tower, Lift License.
OPTIONS INCLUDED	:	Automatic Rescue Device, Voice Synthesizer, Intercom, Fireman switch, Guide Shoe, Over travel protection, Halgong, EPBAX system, Direction and position indicator (dot matrix LED type), Fireman switch (GF / Lobby level) Also provide Bearing Plates, Buffer support, Facia Plates, Ladder in pits, safety railing at Top of Car, Channels, Separators, Stretchers structural foundation, fastener with chemical.
Power Supply	:	415V/240V, 50 Hz
Acceptable voltage fluctuation	:	+10 to -10%
Rate of acceleration / deceleration (m/sec²)	:	0.6 - 1.5 (adjustable at site)
Jerk (m/sec²)	:	0.7 - 1.5 (adjustable at site)
Vibrations in car horizontal/ vertical	:	20/18 MG maximum
Noise level in car	:	55 dBA maximum
Noise level in machine room at 1 mtr from machine	:	52 dBA maximum

SPECIFICATION (SCHEDULE OF REQUIREMENT) :SERVICE LIFT- Tower-B

Group S1, Unit – 1 nos	
CAPACITY (kgs)	: 1360 Kg, 20persons.
SPEED (mps)	: 1.75 mps
Shaft length (m)	: 69 m approx.
STOPS	: 18 Stops (all opening on the same side)
CONTROLLER TYPE	: Closed Loop
DRIVE	: V3F
POWER SUPPLY	: 400/415 Volts (3 Phase AC)
OPERATION	: Full collective operation
CAR GROUP	: One car (simplex)
MACHINE	: PM Gearless (Machine room located above shaft)
TRACTION MEDIA	: Rope/Belt
CAR FINISH	: MS powder coated
FALSE CEILING TYPE	: MS powder coated
FLASE CEILING FINISH	: MS powder coated
VENTILLATION	: Cross flow fan high speed - 04 nos.
HAND RAILS	: Stainless Steel Handrails on car panels(3 sides) Heavy Duty
FLOORING	: Aluminum Chequered plate (Heavy Duty)
CAR DOOR FINISH	: MS Powder Coated Paint
LANDING DOORS FINISH	: MS Powder Coated Paint
FIRE RATED DOORS	: Fire rating-120 mins
PIT DEPTH	: 1780 mm
OVERHEAD	: 4700 mm
HOISTWAY DIMENSIONS (W x D – mm)	: 3000x2460 mm
CAR DIMENSIONS (W x D x H - mm)	: As per IS specifications, (Clear Height = 2400 mm)
CAR & HOISTWAY DOOR TYPE	: Central opening (CO) doors
DOOR OPENING (W x H - mm)	: 1000 mm W x 2100 mm H

DOOR OPERATOR	:	Auto Door with drive
COP	:	Full height 02 nos. COP for 18 stops – SS finish
CAR POSITION INDICATOR	:	LCD/LED/7 Segment
HALL FIXTURES	:	LCD/LED/7 Segment
HALL FIXTURE FACE PLATE	:	SS
HALL BUTTON ARRANGEMENT	:	Hall Button with HPI, Self illuminating micro-push type in stainless steel facia plates
STANDARD FEATURES	:	Anti-nuisance Car Call Protection, Overload Device, Nudging Emergency Firemen’s Service Emergency Car Light Unit- Min. 30 min. backup Full height Infrared Curtain Door Protection Door Time Protection, Extra Door Time of Lobby & Parking Emergency Alarm Button, Door Open/Close Button Manual Rescue Operation Auto Fan Cut Off, Car LED Light-, BMS Interface, Music & CCTV trailing cable, Spring buffer block, overload protection, Motor protection (also includes Over current, Under Voltage, Over voltage, Single Phasing, Earth Leakage & Phase reversal), Interlocking of car & hoist door, 1 lift as Fire lift in each tower, Lift License.
OPTIONS INCLUDED	:	Automatic Rescue Device, Voice Synthesizer, Intercom, Fireman switch, Guide Shoe, Over travel protection, Halgong, EPBAX system, Direction and position indicator (dot matrix LED type), Fireman switch (GF / Lobby level) Also provide Bearing Plates, Buffer support, Facia Plates, Ladder in pits, safety railing at Top of Car, Channels, Separators, Stretchers structural foundation, fastener with chemical.
Power Supply	:	415V/240V, 50 Hz
Acceptable voltage fluctuation	:	+10 to -10%
Rate of acceleration / deceleration (m/sec²)	:	0.6 - 1.5 (adjustable at site)
Jerk (m/sec²)	:	0.7 - 1.5 (adjustable at site)
Vibrations in car horizontal/ vertical	:	20/18 MG maximum
Noise level in car	:	55 dBA maximum
Noise level in machine room at 1 mtr from machine	:	52 dBA maximum

(To be confirmed by agency for the shaft size mentioned in specification)

Annexure – II

TECHNICAL DATA

The contractor must submit along with his tender the Technical Data for all item listed below in the format indicated. Failure to furnish complete Technical Data with tender may result in summary rejection of tender. The Contractor shall guarantee performance of each equipment as per technical data furnished.

Sl.No.	Short Description	Quoted Data
1)	Manufacturer	
2)	Lift Capacity(KG)	
3)	Quantity	
4)	Max. Passengers(No)/Load	
5)	Maximum Rise.	
6)	Nos. of floors served	
7)	Speed (m/s)	
8)	Driving mechanism.	
9)	Traction Motor	
	a) Type	
	b) Rating(HP)	
	c) Voltage(V)	
	d) Starting Current under full load	
	e) Running Current	
	f) Speed(R.P.M.)	
	g) Insulation Class	
	h) Max. starting torque(Kg.f.m.)	
	i) Temperature rise at full Load °C.	
10)	Roping	
	a) Number and Construction of ropes	
	b) Size	
	c) Roping ratio	
	d) Factor of safety	
	e) Material	

- 11) Guide rail size
- 12) Stainless steel cars.
 - a) Construction details
 - b) Illumination
 - c) Dead weight of car(Kgs)
 - d) Dimensions
 - e) Thickness of sheet steel for car
 - f) Operating device in car doors.
- 13) Counter weight(Kg)
- 14) Governor trip (% rated speed)
- 15) Buffer type
- 16) Sheaves
- 17) Details of car lighting
- 18) Details of car ventilation
- 19) Pit depth from bottom landing as per drawing enclosed.
- 20) Clearance between Top landing and Top slab.
- 21) Machine Room dimensions and layout.
- 22) Enclosure and degree of protection for electrical equipment.
- 23) Cable size for power requirement
- 24) Make / Country of origin for V3F module.
- 25) Details of Maintenance set up at Site.

PROFORMA FOR EXPERIENCE

DETAILS OF SIMILAR WORKS CARRIED OUT BY THE FIRM

(SEPARATE SHEETS TO BE ATTACHED)

S. No	NAME OF ORGANISTON	NAME OF WORK	CONTRACT VALUE	SCHEDULED DATE and ACTUAL DATE OF COMPLECTON (EXTN. OF TIME, IF ANY)	ACTUAL REASON FOR DELAY IN COMPLEETION, IF ANY

FORMAT OF BANK GUARANTEE FOR PERFORMANCE SECURITY

To,

QnS Facility Management Private Limited,
Uniworld Resorts, Sector-33,
Near Subhash Chowk,
Gurugram-122001, Haryana

WHEREAS.....(Name and address of contractor) therein after called “the contractor” has undertaken, in pursuance of Contract No. Dated to execute..... (Name of Contract and brief description of Works) (Hereinafter called “the contract”).

AND WHEREAS it has been stipulated by you in the said contract that the Contractor shall furnish you with a Bank Guarantee by a Nationalised / Scheduled bank of India for the sum specified therein as performance guarantee for compliance with his obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee:

NOW THEREOF we hereby affirm that we are the guarantor and responsible to you on behalf of the Contractor, up to a total of Rs..... (Amount of guarantee) (Rupees_____ (in words), such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of (Amount of guarantee) as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract or of the works to be performed there under or of any of the contract documents which may be made between you and the Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until 28 days from the date of issue of the Defects Liability Certificate. Signature and seal of the

Guarantor.....

Name of the Bank

Address.....

Date.....

In the presence of, 1

..... (Name of Occupation)

An amount shall be inserted by the Guarantor, representing the percentage of the Contract Price specified in the Contract and denominated in Indian Rupees.

Performa for Bank Guarantee

(in lieu of Security Deposit)

(Judicial Stamp paper of appropriate value as per Stamp Act of respective state)

Employer,
Address

- A. In consideration of the Employer, _____ having its Registered Office at _____ (hereinafter called "Employer"), which expression shall include its successors and assigns, having awarded to M/s _____ (hereinafter called "the Supplier/ Contractor"), which expression shall wherever the subject or context so permits includes its successors and assigns, a Contract in terms inter-alia of Employer's letter No. _____ dated _____ and the Contract/ Purchase Conditions of the Employer with the condition of the Contractor/ Supplier furnishing a Bank Guarantee to secure the performance of Contractor's/ Supplier's obligations and /or discharge of the contractor's/ supplier's liability under and/or in connection with the said supply/ contract up to a sum of Rs. _____ (Rupees _____ only).
- B. We, _____, ((hereinafter called "the Bank"), which expression shall include its successors and assigns, hereby undertake and guarantee payment to Employer forthwith on the same day on demand in writing and without any protest or demur of any and all moneys payable by the supplier/contractor to the Employer under, in respect or in connection with the said contract inclusive of all the losses, damages, costs, charges and expenses and other moneys payable in respect of the above as specified in any notice of demand made by Employer to the Bank with reference to this guarantee up to and aggregate limit of Rs. _____ (Rupees _____ only) and the Bank hereby agree with Employer that:
1. This Guarantee shall be a continuing guarantee and shall remain valid and irrevocable for all claims of the Employer and liabilities of Supplier/ Contractor arising up to and until midnight of _____;
 2. This Guarantee shall be in addition to any other Guarantee or Security whatsoever that Employer now or at any time have in relation to the Supplier's/ Contractor's obligations/ liabilities under and/or in connection with the said supply/contract, and the Employer shall have full authority to take recourse or to enforce this Security in preference to any other Guarantee or Security which the Employer may have or obtain and no forbearance on the part of Employer in enforcing or requiring enforcement of any other Security shall have the effect of releasing the Bank from its liability hereunder;
 3. The Employer shall be at liberty without reference to the Bank and without affecting the full liability of the Bank hereunder to take any other security in respect of the Supplier's/Contractor's obligations and/ or liabilities under or in connection with the said supply/contract or to grant time and / or indulgence to the supplier/

contractor or to increase or otherwise vary the prices or the total contract value or to release or to forbear from enforcement of all or any of the conditions under the said supply/ contract and/or the remedies of the Employer under any other security/securities now or hereafter held by Employer and no such dealings, increase(s) or other indulgence(s) or arrangement(s) with the supplier/ contractor or releasing or forbearance whatsoever shall have the effect of releasing the Bank from its full liability to Employer hereunder or prejudicing rights of Employer against the Bank;

4. This Guarantee shall not be determined or affected by the liquidation or winding up, dissolution or change of constitution or insolvency of the supplier/ contractor but shall in all respects and for all purposes be binding and operative until payment of all moneys payable to the Employer in terms thereof;
5. The Bank hereby waives all rights at any time inconsistent with the terms of this Guarantee and the obligations of the Bank in terms hereof shall not be otherwise affected or suspended by reason of any dispute or disputes having been raised by the supplier/ contractor (whether or not pending before any Arbitrator, Tribunal or Court) or any denial or liability by the supplier/ contractor stopping/ preventing or purporting to stop or prevent any payment by the Bank to Employer in terms thereof;
6. The amount stated in any notice of demand addressed by Employer to the Guarantor as liable to be paid to the Employer by the supplier/contractor or as suffered or incurred by Employer on account of any losses or damages, costs, charges and/or expenses shall as between the Bank and Employer be conclusive of the amount so liable to be paid to the Employer or suffered or incurred by Employer as the case may be and payable by the Guarantor to the Employer in terms hereof subject to a maximum of Rs _____ (Rupees _____ only);
7. Unless demand or claim under this Guarantee is made on the Guarantor in writing within three months from the date of expiry of the Guarantee i.e. up to the Guarantor shall be discharged from all liabilities under this Guarantee there under;
8. Notwithstanding anything contained hereinbefore, our liability under this guarantee is restricted to Rs. _____ (Rupees _____ only). This guarantee will expire on _____. Any claim under this Guarantee must be received by us within three months from the date of expiry.
9. Signed this _____ day of _____ at _____.

For and on behalf of the Bank

(Signature, name and Designation of the Signatory
along with the Bank Seal)

WITNESS.

- 1.
- 2.

PROFORMA FOR AGREEMENT

(TO BE SUBMITTED ON RS.100/- NON JUDICIAL STAMP PAPER)

CONTRACT AGREEMENT FOR THE WORK OF
Made this Day of.....
Between..... M/s.....

Hereinafter called the “Contractor” (which terms shall unless excluded by or repugnant to the context include its successors and permitted assigns) of the one part; and M/s QnS Facility Management Private Limited) Hereinafter called the “OWNER” (which terms shall unless excluded by or repugnant to the context include its successors and permitted assigns) of the other part.

WHEREAS

- a) OWNER being desirous of getting executed the WORK mentioned, enumerated or referred to in the Bid Document including Notice Inviting Tender, Instruction to Bidders, General Condition of Contract, Special Conditions of Contract, Specifications, Time Schedule, Letter of Acceptance of Bid and other documents has invited Bids.
- b) CONTRACTOR has inspected SITE and surroundings of WORK specified in the Bid Documents and satisfied himself by careful examination before submitting his Bid as to the nature of the quantities, nature and magnitude of WORK, availability of equipment etc. necessary for the execution of WORK, the means of access to SITE, the position of supply of power and water thereto and the accommodation he may require and has made local and independent enquiries and obtained complete information as to the matters and things referred to, or implied in the Bid Document or having any connection therewith, and has considered the nature and extent of all probable and possible situation, delays, hindrances or interferences to or with the execution and completion of WORK, to be carried out under this CONTRACT, and has examined and considered all other matters condition and things and probably and possibly contingencies, and generally all matters incidental thereto and ancillary thereof effecting the execution and completion of WORK and which might have influenced him in making his Bid.
- c) The Invitation to Bid, instructions to Bidders, General Conditions of Contract, Description of Works and specifications, Plans, Time Schedule, Letter of Acceptance of Bid any and any other documents and enclosures, copies of which are hereto annexed are included in the expression “CONTRACT”:

AND WHEREAS

OWNER accepted the Bid of CONTRACTOR for the provision and the execution of WORK at the CONTRACT PRICE as indicated in the letter of award of work upon the terms and subject to the conditions of Contract.

Now this CONTRACT AGREEMENT witnessed and it is hereby agreed and declared as follows:

1. In consideration of the payment to be made to CONTRACTOR for WORK to be executed by him, CONTRACTOR hereby covenants with OWNER that CONTRACTOR shall and will duly provide, execute and complete the work and things in CONTRACT, mentioned or described or which are to be implied there from or may be reasonably necessary for completion or stipulations mentioned in CONTRACT.
2. In consideration of the due provision, execution and completion of WORK by the CONTRACTOR in accordance with the terms of the CONTRACT, the Owner does hereby agree with CONTRACTOR that OWNER will pay to Contractor the respective amount for the work actually done by him and approved by Owner as per Payment Terms accepted in CONTRACT and payable to CONTRACTOR under provision of Contract; such payment to be made at such time and such manner as provided for in the CONTRACT.

AND

3. In consideration of the due provision, execution and completion of WORK, CONTRACTOR does hereby agree to pay such sums as may be due to OWNER for the services rendered by Owner to Contractor as set forth in CONTRACT and such other sums as may become payable to Owner towards loss, damage to the OWNER's equipment, materials etc. and such payments to be made at such time and in such manner as in provided in the CONTRACT.

IN WITNESS WHEREOF Parties executed these presents on the day and the year above written.

Signed and Delivered for
and on behalf of
CONTRACTOR ...

Signed and Delivered for
and on behalf of Owner
(M/s QnS Facility Management
Private Limited))

.....
.....

.....
.....

..

Date:.....

Date:.....

Place:.....

Place:.....

In presence of Witness (Signature with Name & Address)

1.

1.....

2.

2.

Supply, Installation, Testing and Commissioning of Lifts

For Tower –“B” Unitech Cyber Park, Gurugram

PART – II PRICE BID

BILL OF QUANTITIES

Name of work: Supply, Installation, Testing and Commissioning of Lifts.

Sl.No.	Description	Unit	Qty.	Rate (Rs.)	Amount (Rs.)
A.	<u>LIETS</u>				
	Design, manufacturing, testing at works, supply and delivery, receiving, unloading, storing, inspection, handling, assembling, installing in correct assigned position, effecting proper connections, testing and commissioning of following lifts with enclosed specifications and drawings as required including O & M during Defect Liability Period of 12 months.				
	Passenger Lift- P1,P2,P3 (20 Persons-1360 Kg, 18 Stops)	nos.	03		
	Service Lift- S1 (20 Persons-1360 Kg, 18 Stops)	nos.	01		
	Passenger Lift- P4, P5, P6 (20 Persons-1360 Kg, 18 Stops)	nos	03		
				Total (A):	

B AMC cost per year to be quoted for a period of 5 yrs after the DLP & O&M of 12 months. (After defect liability period of 12 months)

1st Year	Rs.
2nd Year	Rs.
3rd Year	Rs.
4th Year	Rs.
5thYear	Rs.
Total B	Rs.
Total cost A+B	Rs.

Note :-

- 1. The rates shall be inclusive of all taxes, levies, transportation, storage, erection, testing, commissioning & DLP for one year. However GST shall be payable extra.**
- 2. The AMC charges shall also include all taxes duties and all other ancillary works including cost of all spares required for the AMC except GST. GST shall be payable extra.**
- 3. For the purposes of evaluation of tenders total capital cost + AMC cost for 5 yrs shall be considered.**