

TENDER DOCUMENT

FOR

**SUPPLY & INSTALLATION OF AUTOMATIC
RESCUE DEVICE (ARD) IN
6-PASSENGER LIFTS (2nos.) INSTALLED IN**

**ALLAHABAD BANK HEAD OFFICE BUILDING,
14-INDIA EXCHANGE PLACE, KOLKATA-70001**

NOTICE INVITING TENDER

ALLAHABAD BANK

Head Office, 2 N.S. Road, Kolkata-700001

Allahabad Bank invites Tenders in two bid system from reputed Lift Manufacturers, for supply & installation of automatic rescue device in 6-passenger lifts (2Nos.) installed in Allahabad bank head office building, 14-india exchange place, kolkata-700001 on the prescribed tender form, as detailed below;

1	Issue of Tender Documents Date Time – Working day	12.07.2019 To 26.07.2019 From 10am to 5 pm
2	Earnest Money	Rs.10,000.00 (Rupees Ten thousand only) in the form of Demand Draft / IOI favouring Allahabad Bank payable at Kolkata
3	Time of Completion	15 days
	Estimated cost	2.50 Lacs
4	Validity of Tender	60 days
5	Submission of tender	On or before 26.07.2019 up to 15.00 hr.
6	Opening of tender Part-I	On 26.07.2019 at 15.30 hrs
7	Opening of Tender Part-II	At 16.30 hrs on 22.07.2019 or will be decided subsequently.
8	Taxes	TDS for income tax shall be deducted as applicable from all bills/payments made in connection with this work.
9	GST	Will be extra

Bank reserves the right to accept or reject any tender without giving any reason whatsoever.

(CHIEF MANAGER (CE))

TERMS & CONDITIONS:

1. The tender documents can be collected from the office of the Allahabad Bank, Head Office, Premises Department, Ground Floor, 2 N.S.Road, Kolkata-700001. Tender documents can also be down loaded from the web site of the Bank, www.allahabadbank.in.
2. The tender documents shall be submitted in **three sealed envelopes** on or before the due date of receiving the tenders in the tender box as defined below:
 - i) Envelope - 1 shall contain Earnest Money . Qualification Documents such as proof of eligibility i.e. Enlistment, Annual Financial Turnover and Completion Certificates of similar works as per Annexure A.
 - ii) Envelope - 2 shall contain Financial Bid on the prescribed Tender form duly signed by contractor on each page. Envelope – 2 shall be opened only of those contractors whose earnest money is found to be in order and technically qualified for the work.
 - iii) Envelope 3 - Above two envelopes shall be placed in an bigger envelope properly sealed and addressed to the undersigned, super scribing on the top of the cover “supply & installation automatic rescue device in 6-passenger lift installed in Allahabad bank head office building, 14-india exchange place, kolkata-700001” along with address & contact no. at bottom
3. **Eligibility Criteria** for the Post Qualification shall be as follows:-
 - I. Experience of having successfully completed similar works during last 3 years ending 30.06.2019 should be either of the following:-
 - a. Three similar completed works costing each not less than the amount equal to 40% of the estimated cost.
 - or**
 - b. Two similar completed works costing each not less than the amount equal to 50% of the estimated cost.
 - or**
 - c. One similar completed work costing each not less than the amount equal to 80% of the estimated cost.
 - II. The bidder should furnish the certificate undertaking that the firm or its partners have not been blacklisted/ debarred in the last 5 years by any of the central/ state Govt. / Central Autonomous body/ Central Public Sector department/ Authority
 - III. The bidder should have Service Centre at Kolkata
4. In case the contractor/bidder needs any clarification/assistance, he can contact the Zonal Office on any working day during office hours.
5. Corrigendum/Addendum to this tender if any will be uploaded on the website mentioned above. This may be noted by contractors/ prospective bidders.

6. Telegraphic/conditional tenders and tenders without Earnest Money shall not be considered.
7. The validity of tenders shall be 60 days after opening of financial bids.
8. All disputes concerning in any way with these tenders are subject to Kolkata jurisdiction only.
9. The Bank reserves the right to reject any or/all tenders without assigning any reason.

The Dy. General Manager,
Allahabad Bank,
Head Office, Premises Department
2 N.S. Road, Kolkata- 700001

GENERAL CONDITIONS OF CONTRACT

1. Application

Unless otherwise provided for in the Contract Documents, these General Conditions shall apply to all works related to the documents attached herewith.

Definition & Interpretations

(i) Whenever these words occur in the Contract Documents, they shall have the following meaning:

(a) **Owner/Employer**

Allahabad Bank, having its Head Office at 2, N.S. Road, Kolkata-700001, includes the Owner's representatives, successors and assigns and referred to throughout in the Contract Documents as "Owner" or "Employer".

(b) **Contractor**

The Contractor is the successful Tenderer in whose favour the Contract has been awarded by the Owner to perform the Works covered by the Contract and shall be deemed to include the Contractors' successors, heirs, executors, administrators, representatives or permitted assigns approved by the Owner and will be referred to as if on masculine gender and singular number, throughout in these Documents.

(c) **Contract**

"Contract" means the agreement and all documents which form part thereof and/or annexed thereto and all amendments thereto made in accordance with the provisions hereof based on the Notice Inviting Tenders, Information and Instructions to Tenderers, General Conditions of Contract, Specifications, tender details, Addendum issued if any, offer, priced Schedule of Items, Post Tender Communication, Letter of Intent, acceptance of Letter of Intent, Formal Work Order, Contract Agreement and Drawings and any other relevant document read in conjunction and complement any to one and other.

(d) **Works**

Supply and installation of Automatic rescue device (ARD) in "2 No. (6 Passenger OTIS make)" Elevators (Front & Rear Side) in Allahabad Bank Head Office Building, at 14-India Exchange Place, Kolkata-01

(e) **Temporary Works**

"Temporary Works" means all temporary works of every kind required in connection with the execution, completion and maintenance of the Works by the Contractor at their own cost and risk.

(f) **Contract Value/Sum**

"Contract Value/Sum" means the total value of the tender as accepted by the Employer".

(g) **Contract Price**

"Contract Price" means the sum set out hereto as the total value of Contract and shall be subject to such additions, substitution thereto or deductions and rebates thereof as the case may be under the provisions hereinafter contained.

(h) **Specification**

"Specification" means the specification of works annexed to or issued with these conditions and also includes Indian or British or other approved Standard Specifications, where so required.

(l) **Site**

"Site" means the Elevators (Front & Rear Side) installed in Allahabad Bank Head Office Building, at 14-India Exchange Place, Kolkata-01, in or through which the works are to be executed or carried out provided by the Owner for the purpose of the Contract.

2. Assignment

The Contractor shall not assign the Contract or any part thereof, or any benefit or interest therein or there under without the prior written consent of the Owner.

3. Sub-letting

The Contractor shall not sub-let any part of the Works without the prior written consent of the Employer (which shall not be unreasonably withheld) and such consent, if given, shall not relieve the Contractor from any liability or obligation under the Contract and the Contractor shall be responsible for the acts, defaults and neglects or any sub-contractor, their agents, servants or workmen as fully as if they were the acts, defaults or neglects of the Contractor, or their agents, servants or workmen. Provided always that the provision of labour on a piece-work basis shall not be deemed to be sub-letting under this clause.

4. Extent of Contract

The work to be performed under this Contract consists in providing by the Contractor within his quoted rates, all labour, materials, supervision, construction plant, equipments, supplies, transportation to or from the site/works, fuel, electricity, compressed air, water and all incidental items and Temporary Works not shown or specified but reasonably implied or necessary for the proper completion, maintenance and handing over of the Works, except items specified to be furnished by the Owner, all, in accordance with the stipulations laid down in the Contract Documents.

5. Safety of Site Operations

The Contractor shall take full responsibility for the adequacy stability and safety of all site operations and methods of construction, provided that the Contractor shall not be responsible, except as may be expressly provided in the Contract, for the design or specification of the permanent works, or for the design or specification of any Temporary Works prepared by the Owner.

6. (i) Letter of Intent/Award

Before the signing of the Contract, the Owner may issue, by registered post or by otherwise, Letter of Intent to the Contractor for execution of the works in accordance with the contract documents and such exceptions to the said documents as are acceptable to the Owner.

4. Inspection of Site

The Contractor shall inspect and examine the site and its surroundings and shall satisfy himself before submitting Tender or entering into the contract as to the form and nature of the Site, the quantities and nature of the works, materials necessary for the completion of the works, and the means of access to the Site, the accommodation he may require and the rules regulations and statutory obligations he has to fulfill. The Contractor shall in general obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect his Tender or the obligations deemed to be fully assumed by him under the Contract and then submit his tender.

8. (i) Sufficiency of Tender

The Contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his Tender for the Works and of the rates and prices quoted by him in the Priced Schedule of Quantities & Item and Price (if any) which rates and prices shall, except in so far as it is otherwise provided in the Contract, cover all his obligations under the Contract and all matters and things necessary for the proper execution, completion and maintenance of the works.

(ii) Absence of Specification

If the specifications do not contain particulars of materials and works which are obviously necessary for the proper completion of the works, and the intention to conclude the contract, all such materials and works shall be supplied and executed by the Contractor without extra charge.

(iii) Obtaining Information related to execution of work

No claim by the Contractor for additional payment will be entertained which is consequent upon failure on his part to obtain correct information as to any matter affecting the execution of the works, nor will any misunderstandings or the obtaining of incorrect information or the failure to obtain correct information relieve him from any risks or from the entire responsibility for the fulfillment of the Contract.

9. Safety, Security & Protection of the Environment

The Contractor shall, throughout the execution and maintenance of the works and the remedying of any defects therein:

- (i) have full regard for the safety of all persons entitled to be upon the Site and keep the Site (so far as the same is under his control) and the Works (so far as the same are not completed or occupied by the Owner) in an orderly state appropriate to the avoidance of danger to such persons, and

- (ii) provide and maintain at his own cost all lights, guards, fencing, warning signs and watching, when and where necessary or required by the Owner or by any duly constituted authority, for the protection of the works or for the safety and convenience of the public or others, and
- (iii) take all reasonable steps to protect the environment on and off the Site and to avoid damage or nuisance to persons or to property of the public or others resulting from pollution, noise or other causes arising as a consequence of his methods of operation.

10. Care of Works/Indemnification of Owner

From the commencement to the completion of the Works the contractor shall take full responsibility for the care thereof and of all Temporary Works and in case any damage loss or injury shall happen to the works or to any part thereof or to any Temporary Works from any cause whatsoever the Contractor shall at his own cost repair and make good the same so that at completion the works shall be in good order and condition and in conformity in every respect with the requirements of the Contract..

11. Insurance Policies

The Contractor shall be responsible for all injury or damage to persons animals or things and for all damage to property which may arise from any factor, omission on the part of the Contractor or any Sub-contractor or any nominated Sub-contractor or any of their employees. The Contractor shall indemnify and keep indemnified the Employer and hold him harmless in respect of all and any loss and expenses arising from any such injury or damage to persons or property as aforesaid and also against any claim made in respect of injury or damage, whether under any statute or otherwise and also in respect of any award or compensation or damage consequent upon such claims.

12. Removal of Improper Work and Materials

- (i) The removal and proper execution (notwithstanding any previous test thereof or interim payment therefore) of any work which in respect of materials or workmanship is not in the opinion of the Employer in accordance with the Contract.

- (ii) **Delivery of Materials & Equipment.**

The Contractor shall be responsible for the reception on Site of all Materials and Contractor's Equipment delivered for the purposes of the Contract.

- (iii) **Inspection and Testing**

All deficiencies revealed by testing and inspection shall be rectified by the Contractor at his own expense and to the satisfaction of the Employer/Architect.

13. Commencement of Works

The Contractor shall commence the Works at Site within a period of 5 days after the date of issue of Letter of Intent.

14. Time for Completion

15 days from the date of award.

15. Delay in the performance

(i) Delivery of the Goods and performance of the Services shall be made by the contractor in accordance with the time schedule.

(ii) Liquidated Damages

If the contractor fails to perform the Services within the period(s) specified in the contract, the Employer shall, without prejudice to its other remedies under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to 1.00% of the contract amount for each week or part thereof of delay until actual delivery or performance, upto a maximum deduction is 10% of the contract price.

16. Termination for Default

1. The Employer may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the contractor, terminate the contract in whole or in part:
 - a. If the Supplier fails to deliver any or all of the Goods within the period(s) specified in the contract, or within any extension thereof granted by the Purchaser.
 - b. If the Contractor fails to perform any other obligation(s) under the contract
 - c. If the Contractor, in the judgement of the Employer has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

17. Force Majeure

- a. The contractor shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure.
- b. For purposes of this clause, "Force Majeure" means an event beyond the control of the contractor and not involving the contractor's fault or negligence and not foreseeable. Such events may include, but are not sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- c. If a Force Majeure situation arises, the contractor shall promptly notify the Employer in writing of such conditions and the cause thereof. Unless otherwise directed by the purchaser in writing, the contractor shall continue to perform its obligations under the contract as far as is reasonable practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

18. Resolution of Disputes.

- a. The Employer and the contractor shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the contract.
- b. If, after thirty (30) days from the commencement of such informal negotiations, the Employer and the contractor have been unable to resolve amicably a contract dispute, either party may require that the dispute be referred to resolution to the formal mechanisms specified clause no.19. These mechanism may include, but are not limited to, conciliation mediated by a third party, adjudication in an agreed national forum or arbitration.

19. Arbitration

All matters in dispute between the parties arising out of these presents shall be referred to the arbitration by a mutually appointed arbitrator or a panel of three arbitrators in case the parties agree upon the same; but in default of such agreement, the reference shall be made to the arbitration of two arbitrators; one to be appointed by each party and the two appointed arbitrators shall appoint the third arbitrator, who shall act as the presiding arbitrator. If one party fails to appoint an arbitrator within thirty days from the receipt of a request to do so from the other party or the two appointed arbitrators fail to agree on the third arbitrator within thirty days from the date of their appointment, the appointment shall be; made upon request of a party by the Chief Justice of High Court or any person or institution designated by him. The arbitrator(s) or the Presiding Arbitrator shall be the fellow of Institution of Engineer (India) or Institution of Architects (India). The award of the Arbitrator(s) as the case may be, shall be final and binding upon the parties. The provisions of the Arbitration and Conciliation Act, 1996 and all statutory modifications thereof for the time being in force shall apply to all such arbitration which shall be held at Calcutta.

20. Applicable Law

The contract shall be interpreted in accordance with the laws of the Union of India.

21. Taxes and Duties

Contractors shall be entirely responsible for all taxes, duties, fees, license, octroi, road permit etc incurred until delivery of the contracted goods and services.

22. Payment terms:

- (a)** Payment will be made on satisfactory completion of the job.
- (b)** 10% of the total contract value shall be deducted from above amount as security deposit / Retention Money.

(c) Release of Security Deposit / Retention Money

Security deposit / Retention Money in full shall be refunded to the contractor with in 30(thirty) days after the expiry of successful completion of defect liability period. Provided always that if at such time there shall remain to be executed by the Contractor any works ordered during such period the Owner shall be entitled to withhold payment until the completion of such works balance retention money as shall in the opinion of the Architect be reasonable.

(iii) Forfeiture of Earnest Money Deposit

In case the Contractor fails to commence the work within the stipulated period or after the expiry of 15 (fifteen) days from the date of issue of notice, calling upon the Contractor to commence the work, the Earnest Money Deposit shall be forfeited by the Owner.

23. Defect Liability Period

12 months from the date of completion of work & successful testing. Retention money will be return to the agency only after successful completion of DLP.

24. LABOUR LAWS

- i) No labour below the age eighteen years shall be employed on work.
- ii) Contractor shall not pay less than what is provided under law to labourers engaged by him on work.
- iii) Contractor shall at his expense comply with all labour laws and keep department indemnified in respect thereof.
- iv) In addition to above, rules and regulations as contained in contract labour (Regulation and Abolition) Act 1970 will also be applicable for this contract. For the purpose of registration as per above Act Contractor may contact department for further details.
- v) Contractor shall secure full safety of the workers / employees engaged by him in the site premises and shall take at his own cost, insurance and such other safety regulations for the said purpose.

TECHNICAL SPECIFICATIONS

1. ELECTRIC SUPPLY

The available system of electric supply is 415 volts +10% -20%, -3 phase 4 wire AC 50 Hz system and 240 volts between phase and neutral. Any equipment /component operating at other than the above mentioned power supply shall be provided with necessary transformers/voltage stabilizers. The amount of power required for lifts shall be indicated in the tender. Power shall be provided at one point to be indicated by the tenderer. All subsequent electrical systems shall be deemed to be included in the scope of this contract.

2. TECHNICAL PARAMETERS

Technical parameters given in Annexure -I give requirement of passenger, Service & Goods lifts. Tenderers shall fill in their all information / confirmation/comments in the column provided for the purpose in this annexure. Deviations, if any, from tender requirements shall be clearly brought out in this annexure, failing which it shall be presumed that the offer conforms to the tender requirements fully. **Tenders in which Annexure-I is not duly filled in by the tenderers are liable to be summarily rejected.**

3 Automatic Rescue Device

The ARD shall have the following specifications.

- a) ARD should move the elevator to the nearest landing in case of power failure during normal operation of elevator.
- b) ARD should monitor the normal power supply in the main controller and shall activate rescue operation within 10 seconds of normal power supply failure. It should bring the elevator to the nearest floor at a slower speed than the normal run. While proceeding to the nearest floor the elevator will detect the zone and stop. After stopping of the elevator, it should automatically open the doors and park with door open. After the operation is completed by the ARD the elevator should automatically switched over to normal operation as soon as normal power supply resumes.

- c) In case the normal supply resumes during ARD in operation the elevator will continue to run in ARD mode until it reaches the nearest landing and the doors are fully opened. If normal power supply resumes when the elevator is at the landing, it will automatically be switched to normal power operation.
- d) All the lift safeties shall remain active during the ARD mode of operation
- e) The battery capacity should be adequate so as to operate the ARD at least seven times a day provided the duration between usages is at least 30 minute.

FINANCIAL BID

**SUPPLY & INSTALLATION AUTOMATIC RESCUE DEVICE IN 6-PASSENGER
LIFT INSTALLED IN ALLAHABAD BANK HEAD OFFICE BUILDING,
14-INDIA EXCHANGE PLACE, KOLKATA-70001**

BILL OF QUANTITIES

S N	Item	Qty	Unit	Rate	Amount
1	Supply & Installation Automatic Rescue Device along with batteries and all necessary Panel and relay arrangement to be installed in 6-Passenger Lifts Installed in Allahabad Bank Head Office Building, 14-India Exchange Place, Kolkata-70001	02	nos.		
	GST @ _____%				
	TOTAL AMOUNT				

Contractor's Information		
1	COMPANY NAME	
2	CONTACT PERSON	
3	CONTACT No	
4	Email	
5	GST NO	
S No	Criteria	Details by Contractor
1	Man Power Strength (Nos)	
a)	Project Manager	
b)	Engineers	
c)	Supervisors	
d)	Foreman	
e)	Skilled Labour	
f)	Unskilled / Semi Skilled Labour	
2	Company Turnover (in Cr) for the last 3 years	
3	Value of Jobs in Hand (in lacs) copy of work order / completion certificate to be enclosed	
4	Value of Jobs executed in Last years	
	Year 2018 - 19	
	Year 2017 - 18	
	Year 2016 - 17	
5	Existing infrastructure at Kolkata	
6	Whether any arbitration proceedings going on for any pending works	
	If yes give detail	
7	Client List	
8	List of Major Projects executed in Last 3 years and Contract Value	
	Place:	
	Date:	
		Signature of Contractor