



GOVERNMENT OF KARNATAKA

COMMERCIAL TAX DEPARTMENT

OFFICE OF THE

JOINT COMMISSIONER OF COMMERCIAL TAXES

(ADMINISTRATION), VAT DIVISION,

“SUMOULYA SOUDHA”, CLUB ROAD, BELAGAVI-590001.

TEL : 0831-2407366 FAX : 0331-2407365



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“SUMOULYA SOUDHA”, CLUB ROAD, BELAGAVI.

Phone : 0831-2407366, Fax : 0831-2407365

No : JCCT/DVO/BGM/CAMC/LIFT/16-17

Date : 07-10-2016.

**E - TENDER NOTIFICATION**

The Joint Commissioner of Commercial Taxes (Admn), D.V.O Belagavi is inviting tender for Comprehensive Annual Maintenance including all kinds of Routine Preventive & Corrective (Breakdown) Maintenance of Two Lift in Commercial Tax Department, “Sumoulya Soudha”, Club Road, Belagavi for one year under two cover system (Techno Commercial Bid and Financial Bid) from reputed companies, registered in Karnataka State, who have adequate financial source and experience.

<b>Name of the work :</b>	<b>Comprehensive Annual Maintenance including all kinds of Routine Preventive &amp; Corrective (Breakdown) Maintenance of Two lifts at Commercial Tax Department, “Sumoulya Soudha”, Club Road, Belagavi.</b>
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1. EMD: 10,000/- (Rupees Ten thousand only)
2. The participating agencies will have to pay Earnest Money Deposit (EMD) through e-procurement portal by any of the four modes, i.e. Credit card, Internet Ban, NEFT or OTC.
3. The tenderer should quote the gross contract value (inclusive of all taxes) for providing Comprehensive Annual Maintenance including all kinds of Routine Preventive & Corrective (Breakdown) Maintenance of Two lifts at Commercial Tax Department, “Sumoulya Soudha”, Club Road, Belagavi.
4. The tenderer can view the tender details from the website <http://ctax.kar.nic.in> and <https://eproc.ka.nataka.gov.in> for further information please contact help desk phone number 0831-2407366
5. The soft copies of the Bid documents can be downloaded from the portal consisting of Pre-Qualification Requirements(PQR) and eligibility criteria of bidders, scope of the service to be provided, terms and conditions of contract to be complied with by the agency / by the bidders registered with e-procurement for tendering through e-procurement portal.
6. The technical bid shall include the PQR documents. The financial bids shall include the duly filled Schedule-III. Both the scanned technical and financial bids shall be uploaded up to 24.10.2016. The technical bid containing PQR documents will be opened on 26.10.2016 and 27.10.2016. For more details, visit the web site <http://eproc.karnataka.gov.in> and <http://ctax.kar.nic.in>.
7. Both the Technical & Financial Bidding is through e-procurement portal. The bidders shall upload all the documents as per PQR for technical evaluation along with financial evaluation through Online only. The qualified Technical Bidders only will be considered for Financial Bids.

**Calender of Events:**

a.	Closing date for uploading the technical / financial bids.	24.10.2016 upto 17.00hrs
b.	Opening of technical bids.	26.10.2016 upto 17.00hrs
c.	Opening of financial / price bids.	27.10.2016 upto 17.00hrs

Joint Commissioner of Commercial Taxes (Admn)  
D.V.O, Belagavi



### Schedule I

#### Pre-qualification requirements of Agencies/Bidders [PQR Conditions]

1. The agency should have proved technical competence.
2. The agency should have satisfactorily performed comprehensive annual maintenance of lifts in at least three reputed companies for at least one financial year in the last two financial years shall be scanned and uploaded. The Joint Commissioner of Commercial Taxes (Admn), D.V.O Belagavi will verify the documents with the concerned wherever necessary.
3. The annual turnover of the Agency shall not be less than Rupees 75 lakhs in any one of the last two financial years. The agency shall also scanned and uploaded a copy of the audited Balance Sheet and Profit and Loss Account duly certified by a Chartered Accountant for the last two years as proof in this regard. (Documents like self-certification of turnover, certified income statement prepared for filing IT, etc. will not be considered).
4. The agency shall upload the copies of the following Documents:
  - a) Certificate of Registration under Karnataka Value Added Tax, 2005.
  - b) Service Tax Registration Certificate.
  - c) Certificate of registration under Professional Tax Act.
  - d) Copy of the PAN card of the agency.
  - e) Any other registrations required as per the existing laws relating to comprehensive annual maintenance of lift.
5. Agencies whose contracts have been terminated/ foreclosed by the employer during the last 3 years due to non-fulfilment of contractual obligations/ non-compliance of statutory obligations are not eligible to bid. The agency should clearly specify and submit letter in writing separately stating that they do not fall under this category.
6. Agency working at Karnataka only shall apply. (The Agencies having local offices situated in Belagavi)

#### General Information

1. Tenders shall be valid for a period of 90 days from the date of opening of second cover (financial bid).
2. Alternative tender will not be considered.
3. Tender document is non-transferable.
4. Conditional tenderers are liable for rejection.
5. Tenders without or insufficient amount of EMD will be rejected.
6. Intending tenderers can have detailed information from the office during office hours.
7. Final acceptance of the tender rests with The Joint Commissioner of Commercial Taxes (Admn), D.V.O Belagavi. The Joint Commissioner of Commercial Taxes (Admn), D.V.O Belagavi reserves the right to reject any or all tenders without assigning any reason.

8. The successful tenderer shall enter into an agreement with the department on a non-judicial stamp paper of Rs.200/- (Rupees two hundred only) in the format given in Annexure-I.
9. The agency shall upload their quotations as per Annexure-II in financial bid along with Schedule III.
10. In case more than one agency stands L 1, firstly, ISO Certified agencies will get preference over others. Secondly, the agencies having higher turnover will get preference over others.
11. The duration of the contract is for 12 months, extendable for any further period by mutual consent.
12. The agency should not appoint subcontractor. If the agency is found to have appointed the subcontractor, the contract will be terminated at the risk and cost of the service provider concerned.
13. In case of any ambiguity or doubts with regard to the terms, clauses used in the tender documents, clarifications should be sought in writing, before submitting the tenders, failing which, the decisions of the department in all such matters shall be final and binding on the agency.
14. All compensation or other sums of money payable by the agency to the department under the terms and conditions of this contract, may be deducted from its security deposit or from any sums that may be due or may become due to the agency by the department on any account whatsoever and in the event of security deposit being reduced by reasons of any such deduction the agency shall, within 10 days thereafter make good the shortfall in the security deposit.
15. Submission of the tender by the agency implies that these conditions of contract have been read and is aware of the scope of the work.
16. Unsuccessful/rejected tenderers EMD shall be refunded.
17. The successful tenderer shall attend the office on a date to be fixed and intimated to him for executing agreement etc. failure on the part of the successful tenderer to execute the contract agreement within 30 days from the receipt of written communication of letter of acceptance to this effect, would entail rejection of tender and forfeiture of EMD.



**Schedule II**  
**Self Confirmation of the tenderer for PQR Evaluation**

1.	Confirmation for having technical expertise.	Yes/No
2.	Confirmation for having experience or providing comprehensive annual maintenance of lifts in at least three reputed companies for at least one financial year in the last two financial years. (Tick whichever is applicable.	
3.	List of departments/organizations/undertaking/corporation where comprehensive annual maintenance of lifts has been provided during the last 2 years.	
4.	Office details in Belagavi including the name of the contact person, designation, e-mail ID & telephone Nos.	

Date :

Place: Seal & Signature of Bidder/Agency

**Schedule III**

**Financial Bid for Comprehensive Annual Maintenance including all kinds of Routine Preventive & Corrective (Breakdown) Maintenance of one Lift situated at "Sumoulya Soudha" Club Road, Belagavi.**

Sl.No	Details	
1.	Contract Value (Net of tax) for providing CAMC	
2.	Service Tax	
3.	Any other Taxes/Charges	
4.	Total Contract Value for providing AMC	

Date :

Place: Seal & Signature of Bidder/Agency

**Part II**

To,  
The Joint Commissioner of Commercial Taxes (Admn),  
D.V.O, "Sumoulya Soudha"  
Club Road, Belagavi.

Respected Sir,

**Tender for providing Comprehensive Annual Maintenance including all kinds of Routine Preventive & Corrective (Breakdown) Maintenance of two Lifts at Office of Commercial Tax Department "Sumoulya Soudha" Club Road, Belagavi.**

I/We .....do hereby tender for providing comprehensive Comprehensive Annual Maintenance including all kinds of Routine Preventive & Corrective (Breakdown) Maintenance of two Lifts situated at "Sumoulya Soudha" Club Road, Belagavi. as per the quoted rates and in all respect in accordance with the conditions applicable.

Name of the work:	Comprehensive Annual Maintenance including all kinds of Routine Preventive & Corrective (Breakdown) Maintenance of Two lifts at Commercial Tax Department, "Sumoulya Soudha", Club Road, Belagavi.
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I/We have paid an amount of Rs. ----- through Credit Card, Internet Bank, NEFT or OTC towards EMD. I/We are aware that the EMD will not bear any interest. Should my/our tender is accepted; I/we agree to pay 10% of contract value towards security deposit for the due fulfilment of the contract.

If this tender is accepted, I/We agree to abide by and fulfil all the terms and conditions of the contract or in default pay thereof the Commercial Tax Department the sum of money mentioned in the said contract without prejudice to any other right of the Commercial Tax Department.

I/We hereby distinctly and expressly declare and acknowledge that before submission of this tender; I/We have carefully followed the instructions and I/We have made examination of contract documents.

I/We distinctly agree that I/We would hereafter make no claim or demand upon the Commercial Taxes Department based upon or arising out of any alleged misunderstanding or misconceptions or mistake on my/our part of the said contract, agreements, stipulations, restrictions and conditions.

Any notice required to be served on me/us shall be sufficiently served on me/us by post (registered or ordinary) or courier or left at my/our address given herein.

I/We fully understand the terms and conditions of the contract to be entered into between me/us and the Commercial Taxes Department and the written agreement shall be the foundation of the rights of both the parties and the contract shall not be deemed to be complete until an agreement has been signed by me/us and the Commercial Tax Department.

Dated this .....day of.....2016.

Agency/Contractor.



To,

The Joint Commissioner of Commercial Taxes (Admn),  
D.V.O, "Sumoulya Soudha"  
Club Road, Belagavi.

Respected Sir,

### Declaration

(To be given by the Agency/Contractor at the time of uploading the completed tender)

Name of the work:	Comprehensive Annual Maintenance including all kinds of Routine Preventive & Corrective (Breakdown) Maintenance of Two lifts at Commercial Tax Department, "Sumoulya Soudha", Club Road, Belagavi.
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I/We have read the Tender documents and related matters carefully and diligently and that I/We have submitted the tender having studied, understood and accepted the full implications of the agreement.

The requirements of the tender agreement stated herein will be fulfilled by me/us to the satisfaction of the Joint Commissioner of Commercial Taxes (Admn), 1st Floor, 'Sumoulya Soudha', Club Road, BELAGAVI.

Agency/Contractor

### ANNEXURE I

This Agreement is made at Belagavi on the -----day of -----  
----- 2016 Between The Joint Commissioner of Commercial Taxes (Admn), D.V.O  
Belagavi hereinafter called "the Employer" of the one part and  
----- (Name of Contractor) of -----  
(Address of Contractor) hereinafter called "the Contractor" of the other part.

Whereas the Employer is desirous that Comprehensive Annual Maintenance (Preventive" & Corrective) Contract for "Annual Comprehensive Maintenance including all kinds of Routine Preventive & Corrective (Breakdown) Maintenance of TWO No. Lift installed at Commercial Tax Department "Sumoulya Soudha", Club Road, Belagavi. and has accepted a Tender by the Contractor for the Comprehensive Annual Maintenance (Preventive" & Corrective) (\*\* as well as guarantee of such works) and the remedying of defects therein. NOW THIS AGREEMENT WITNESSETH as follows:

1. In this Agreement words and expression shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz:
  - a) Notice Inviting Tender
  - b) Instructions to Tenderer
  - c) Scope of Work
  - d) Terms & Conditions
  - e) Technical Conditions.
  - f) Special Conditions of Contract
  - g) General Conditions of Contract
  - h) Bill of Quantities
  - i) Letter of acceptance
  - j) Addendums, if any
  - k) Other conditions agreed to and documented as listed below
3. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the works by \*\* -----and remedy any defects therein in conformity in all respects with the provisions of the Contract.
4. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the works and the remedying of defects therein, the Contract Price of \*\*Rs ----- ( in figure & word) being the sum stated in the letter of acceptance subject to such additions thereto or deductions there from as may be made under the provisions of the Contract at the times and in the manner prescribed by the Contract.
5. OBLIGATION OF THE CONTRACTOR

The contractor shall ensure full compliance with tax laws of India with regard to this contract and shall be solely responsible for the same. The contractor shall submit copies of acknowledgements evidencing filing of returns every year and



shall keep the Employer fully indemnified against liability of tax, interest, penalty etc. of the contractor in respect thereof, which may arise.

6. **JURISDICTION OF COURT:** The Courts at Belagavi, Karnataka shall have the exclusive jurisdiction to try all disputes arising out of this agreement between the parties.

IN WITNESS WHEREOF the parties hereto have caused their respective Common Seals to be hereunto affixed / (or have hereunto set their respective hands and seals) the day and year first above written.

For and on behalf of the  
Contractor:-

Signature of the  
authorized official

Name of the official Name of the official

Stamp/Seal of the  
Contractor

SIGNED, SEALED AND  
DELIVERED

By the said  
-----

Name  
on behalf of the  
Contractor in the presence of

Witness  
Name  
Address

**Note:**

\* To be made out by the Employer at the time of finalisation of the Form of Agreement.

\*\*Blanks to be filled by the Employer at the time of finalization of the Form of Agreement.

\*\*\*to be deleted if not applicable.

**Annexure – II**

Sl.No	Details	
1.	Contract Value (Net of tax) for providing CAMC	
2.	Service Tax	
3.	Any other Taxes/Charges	
4.	Total Contract Value for providing AMC	



## Annexure –A

### COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT

This Contract covers Comprehensive Annual Maintenance including all kinds of Routine Preventive & Corrective (Breakdown) Maintenance of two Lifts. (as per BOQ)" & installed at "Sumoulya Soudha", Club Road, Belagavi.

#### (Contract Documents)

#### INDEX

- 1.0 Scope of Work
- 2.0 Terms & Conditions
- 3.0 Technical Conditions
- 4.0 Special Conditions of Contract
- 5.0 Form of Performance Guarantee (Form-A)
- 6.0 Form of Agreement

#### 1.0 SCOPE OF WORK.

Comprehensive Annual Maintenance Contract including all kinds of Routine Preventive & Corrective (Breakdown) Maintenance of two Passenger Lifts (as detailed in BOQ) along with complete Lift Monitoring System (EMS) & installed at "Sumoulya Soudha", Club Road, Belagavi.

##### 1.0 Scope of Work:

- 1.1 Comprehensive Annual Maintenance and servicing Contract inclusive of all kinds of Routine Preventive & Corrective (Breakdown) Maintenance of Two. Passenger Lift" make & installed at Commercial Tax Offices "Sumoulya Soudha", Club Road, Belagavi.. will be inclusive of all materials, consumables, spares, Labour,(T&Ps) testing instrument, Transportation of M&P, octroi, insurance etc. as required. This includes all type of Preventive & Corrective (Breakdown) Maintenance.
- 1.2 The scope of work also includes preparation of Lift for Lift Inspector's inspection and to obtain Lift License / renewals of the Lift licenses during period of Contract.
- 1.3 The contractor shall bear all expenditures to be incurred for all kind of Statutory approvals/ obtaining lift licenses/renewal of lift licenses. All the actual Legitimate Fees paid by the contractor shall be reimbursed by the CTD on submission of the valid receipts. However all other charges & Liasioning Work Expenses (if any) shall be born by the Contractor.
- 1.4 Contractor will keep sufficient Nos. of spares required for replacement during day to day maintenance and Breakdown/Corrective Maintenance to avoid delay.
- 1.5 The parts which are been replaced by the contractor, such unused part will be the property of the CTD.
- 1.6 This Comprehensive Annual Maintenance and servicing Contract will be for One Year based on accepted rates, Terms & conditions and continuation of the AMC after the expiry of the period is at the sole discretion of CTD.

##### 2.0 Schedule of Maintenance:-

- a) **Preventive Maintenance:-** Preventive Maintenance Schedule along with check lists and duration is to be submitted at the time of Contract agreement and same shall be part of Agreement Document. The preventive Maintenance is to be carried out in such a manner that overall functioning & reliability of the systems and functioning & reliability of equipments are not affected during the period of contract.
- b) **Corrective Maintenance/Breakdown Maintenance:** - The Corrective / Breakdown Maintenance is to be carried out from 9.30am to 5.30pm during all working days.



- i. **Minor Corrective Maintenance:-** Inclusive of Repairing and Replacement of all Spares/Components and all other associated accessories which are covered otherwise and attention of all defects other than Major defects.

- a). Response Time (Max.) --- 30 min.  
b). Attending Time (Max.) --- 1 Hour

- ii. **Major Corrective Maintenance:-** It covers the attention of all type of Major Failures/Breakdown, which include Repair/Replacement of Assemblies, Sub-Assemblies, Components etc.

The decision of the CTD regarding the Classification of Corrective Maintenance, as Minor/Major shall be final.

In Exceptional Cases, particularly in case of third Line Maintenance, Employer may agree for Longer Fault attending Time. However fault attending time shall be in proportion with type of failure.

### 3.0 Maintenance Requirements

#### 3.1 Maintenance during CAMC Period

- 3.1.1.1 In addition to his obligations under the conditions of contract, the contractor shall provide maintenance services throughout the **Comprehensive Annual Maintenance Contract Period (CAMC)** Maintenance work shall include attendance to all service calls, work described in approved maintenance schedule.
- 3.1.1.1 All defects shall be remedied either when observed on a service call or on an attendance to a service call. Service shall include all work necessary to maintain the entire Lift in good working order at all times.
- 3.1.1.2 The Contractor shall maintain adequate quantity of consumable and contingent spare parts in his custody in order to minimize the shut down time due to repairs and maintenance. All parts rendered defective, including replacement of indicator lamps and programmable circuit board, shall be replaced. The list of these consumable and contingent spares should be submitted for Approval at the same time as the submission of the Preventive Maintenance Schedule (PM) & Corrective Maintenance (CM) procedure.
- 3.1.1.3 The Contractor shall dispatch competent personnel to rectify defects at any time during the day or night when being called on by the Employer within a time of half an hour (maximum). Repairs shall be carried out on a 24 hours per day, 7 days per week basis until the faulty unit is put back in service.
- 3.1.1.4 The Contractor shall carry out periodic testing and examination of equipment safety devices as may be required by the provisions of any enactment in force relating thereto or of any enactment, regulations or by-laws of any local or other duly constituted authority which may be applicable to such tests and to provide such copies of the test certificates, duly signed by a Registered Lift Employer's

Representative and Registered Lift Contractor, as may be required. A master schedule of such planned tests shall be submitted to the Employer at least one month before commencement of the CAMC.

- 3.1.1.5 The Contractor shall provide Fortnightly, Monthly, Quarterly, Half-yearly and Yearly reports on the condition of the equipment in an agreed format. Such reports shall include event logs and performance data collected from the associated indicative panel stored on diskettes/CDs or other agreed medium, over the reporting period. Such data shall enable off-line individual and fleet statistical analysis to be performed on a Personal Computer.
- 3.1.1.6 A report in duplicate shall be sent to the Employer immediately following every call out, indicating the time of callout visit, cause, remedial action taken and the time that the service was restored.
- 3.1.1.7 Reports on routine visits are not required except where necessary to draw attention to defects of a minor nature which could not be rectified during the routine visit. Records of each routine visit and call-out visit, together with details of the work done or action taken, shall be entered on a log book which shall be provided by the Contractor and retained in the location as decided by the Employer's Representative.
- 3.1.1.8 In order to ensure that the system will meet the Reliability, Availability, Maintainability & Safety targets and Customer Service requirements using the minimum resources, the Contractor shall conduct a detailed Maintenance Requirement Analysis to derive a complete list of preventive maintenance schedules and procedures under the Contract. The Maintenance Requirement Analysis shall identify for each system function the potential functional failures, the failure consequences and the appropriate maintenance approach.
- Based on the Maintenance Requirement Analysis, the Contractor shall indicate in the Maintenance Plan, the final preventive maintenance programme, the proposed skill and manning level, spares level and special tools requirement. The proposal shall be fully traceable to the maintenance Requirement Analysis output. The Maintenance Requirement Analysis shall be submitted as part of the maintenance plan.
- 3.1.1.9 The Lift System shall be maintained in such a manner that it achieves highest level of Reliability, Availability, Maintainability & Safety. The Lift System shall work in a fail safe manner keeping in view the nature of Premises & safety of persons/visitors which is to be given highest priority. Safety of persons/visitors shall not be affected in any manner. All safeties shall be kept intact and functional at all time.
- 3.1.1.10 It is desirable that no Passenger ever get trapped inside the Lift. All persons connected with the operation & monitoring of Lift shall be given necessary training in Lift operation & Emergency Rescue operation. After training, competency Certificates shall be issued by the contractor.



### 3.1.2 Employer's Maintenance Strategy

**3.1.2.1 Maintenance Strategy:-**The Contractor, upon noticing any defects, deficiency in quality and quantity of spares and materials shall without delay, arrange for alternative source of supply and submit his proposal to the Employer's Representative for review.

### 3.1.3 Maintenance Requirement during CAMC

During the CAMC period, the contractor shall carry out all type of preventive and breakdown maintenance. The preventive maintenance would be done during Non-Operational hours whereas breakdown maintenance would be done whenever breakdown occurs.

#### 3.1.3.1 Competency of Personnel

During the CAMC the Contractor shall depute sufficient trained, Experienced and competent personnel on Site between 9.30am to 5.30pm for maintenance purpose. Such persons shall have their generic competence established and must demonstrate their specific competence and knowledge in the particular systems, environment and procedures.

The Contractor shall provide evidence of specific competence and knowledge.

#### 3.1.3.2 Testing and Re-commissioning of System and Equipment

In the event of a failure requiring modifications to the System, the Contractor shall undertake any testing and re-commissioning required. Any such modification shall be submitted for review by the Employer's Representative.

#### 3.1.3.3 Temporary Alterations to Restore Service:

The Contractor shall undertake any temporary modifications necessary to maintain service. Any such modification shall be submitted for review by the Employer's Representative.

#### 3.1.3.4 Communications:

The Contractor shall ensure that adequate communication facilities are provided to its staff during the CAMC.

#### 3.1.3.5 Location of Staff:

At least One Staff shall be available at the Site on 24 X 7 days basis.( in 8 hrs shift basis)

#### 3.1.3.6 Maintenance Regimes:

The Contractor shall produce a maintenance regime for the equipment that shall comprise two constituent parts, corrective and routine/preventative maintenance.

Corrective maintenance shall be available 24 hours per day, able to respond to all foreseeable Circumstances.

The maintenance regime shall cover all parts and equipment of the system designed, installed and commissioned by the Contractor.

The Contractor shall take into account the requirements of the operations and maintenance when determining and proposing its maintenance regime.

### 3.1.3.7 Scope and hours of coverage

The regime and structure of corrective maintenance shall be robust in design.

The Contractor shall provide service on 9.30am to 5.30pm basis and shall be such that initial response and rectification of failure are in accordance with the following:

- to Start first line corrective maintenance within 60 minutes, from reporting
- 4 hours from notification for second line maintenance where spare parts replacement is involved (Minor corrective Maintenance)
- within 2 weeks including transportation time for third line maintenance where replacement or repair of component from factory is involved. Any extension to this time shall be agreed with the Employer's Representative and a replacement provided.

All elements of First Line preventative maintenance shall be carried out and completed during non- operational hours. Similarly, all elements of second line and third line maintenance also need to be completed during non- operational hours.

#### 3.1.3.8 Failure Investigations

The Contractor shall conduct failure investigations.

The Contractor shall make available to the Employer all test and failure data as required.

## 3.2 MAINTENANCE SERVICES

### 3.2.1.1 SCOPE

The Comprehensive Maintenance Services rendered by the contractor shall include all kinds of Routine and Preventive Maintenance and Breakdown Maintenance. Breakdowns shall be attended on 24 hrs. X 365 days basis. Routine & Preventive Maintenance shall be carried out during Non-Operational hours.

### 3.2.1.2 ROUTINE AND PREVENTIVE MAINTENANCE

Preventive & corrective maintenance shall be carried out as per recommendation of CTD, however Program of routine and preventive maintenance during the Annual Maintenance Contract and also during the tenure of annual maintenance contract shall comply with minimum requirements as below.

The contractor is under obligation to attend to the calls from the CTD in case of emergency and the services rendered by the contractor will be free of cost.



The equipment will be inspected on regular basis preferably once in a month or as and when required by CTD.

#### **3.2.1.3 FORTNIGHTLY**

This shall include the following but not limited to :-

- To check all bearing oils, oil rings, oil chains, etc. All machines should be carefully checked and repaired for abnormal temperature rise.
- To check and repair all relays and contacts as well as their movements and repair as necessary.
- To clean traction machines, relays panels, control panel, starter panels, selectors, governors, car top, car gates, sills and pits.
- To check brake action and adjust if necessary
- To check and repair movement of door switches, gate switches and emergency stop switches
- To check and repair indicator lamps and indicator
- To check and repair annunciator lights, buzzer and car lights
- To check and adjust leveling differences, brake slippage, acceleration, deceleration and riding comfort.
- To check and repair movements of car control buttons, switches and the like.
- To check and repair operation of weighting devices.

#### **3.2.1.4 MONTHLY (IN ADDITIONAL TO ALL FORTNIGHTLY CHECKS)**

This shall include the following but not limited to:

- To turn grease cups for speed governors and compensating pulleys
- To check and oil selectors
- To top up rail lubricators
- To clean ropes oil if necessary
- To clean traction motor brushes, brush holders and internal frame. Adjust slip rings if necessary. Check commutators.
- To oil electric brake pins
- To oil all pins of door operation and door opening mechanisms
- To clean hoist way, beams slow down cams, outside cages, rails and counterweight rails.
- To clean, oil and adjust door closer and levers
- To clean main sheave, secondary sheaves and rope sheaves on car top and counterweight top.
- To clean and repair brake wheels and shoes
- To oil compensating rope tensioning pulleys.

#### **3.2.1.5 EVERY TWO MONTHS (IN ADDITIONAL TO ALL MONTHLY CHECKS) :**

This shall include the following but not limited to:

- To clean and oil door hangers, door rails, interior of hanger case. If necessary adjust acentric rollers, car door hangers, door connecting ropes and chains.
- To check and repair door shoe
- To clean and oil safety fears

- To clean and oil car and counterweight guide shoes. Adjust if necessary
- To clean and oil interior of terminal limit switches and position switches. Check rubber rollers of terminal limit switches.
- To check oil clean and repair interior of door switches, gate switches. Replace worm parts if necessary
- To check and repair flexible cable
- To check and repair movement of limit switches
- To clean and oil interior of car control switches.
- To clean and check push buttons of car control panels
- To check, clean and repair the sleeve and plungers of the electromagnetic brakes.

#### **3.2.1.6 QUARTERLY (IN ADDITIONAL TO ALL TWO MONTHLY CHECKS):**

This shall include the following but not limited to:

- To check and repair the operation of terminal limit switches and final limit switches.
- To check and repair the governor switches.
- To clean the brush holders and commutators of the door motors.
- To check and repair the traction ropes for broken wire, wear elongation and even tension. Adjust if necessary.
- To remove the dust inside the traction machines and controls panels using electric blower
- To clean and repair the indicator lamps
- To check the voltage of rectifiers and thyristors.

#### **3.2.1.7 HALF YEARLY (IN ADDITIONAL TO ALL QUARTERLY CHECKS):**

This shall include the following but not limited to:

- To check and repair the operation of safety gears
- To check oil for oil buffers
- To check and clean the hall buttons and contacts
- To check and repair the compensating chains or ropes
- To check and oil the bearing of door motors
- To grease the secondary sheaves, car top sheaves and counterweights.
- To check the wear of guide shoes of cars and counter weights.

#### **3.2.1.8 ANNUAL (IN ADDITIONAL TO ALL HALF YEARLY CHECKS) :**

This shall include the following but not limited to: -

- To clean the wire connection box of every landing and car cages. Tighten all screws and check the conditions of cables at conduit inlets and outlets
- To check and repair the conditions of worm gear and thrust bearing of the gearboxes
- To check and tighten screws of control panels, starters panels and relay Panels.
- To remove the dust inside the landing indicator switches by electric blower.
- To test all safety devices
- To dismantle, clean and adjust the electromagnetic brake of gearless machines
- To change gear oil and motor oil



- To check and tighten screws and foundation bolts of traction machine, secondary sheaves, exterior of lift frame, guide rail, guide rail clamps and bracket etc.
- To test the over current relays
- To provide all labor, materials, tools and transport to carry out annual inspection and load test according to the requirement of the employer.

All the scheduled maintenance services described above shall be properly programmed and agreed with the Engineer-in-charge in order not to affect operation of the lift systems.

**In addition to above maintenance shall be carried out as per recommendation of CTD.**

Contractor shall submit Preventive & Corrective Maintenance Schedules with details of Checks duly indicating '**Must Change Items**' for CTD Approval within 7 days from the Date of Issue of Letter of Acceptance. The Preventive Maintenance Schedule including Must Change Items shall be reviewed from time to time in order to achieve the highest order of Reliability, availability, Maintainability & Safety (RAMS). & Changes found necessary, shall be incorporated in Preventive Maintenance Schedule.

### 3.3 BREAK DOWN MAINTENANCE:

The Contractor shall also undertake to provide a comprehensive breakdown service whereby qualified Technical Personnel shall attend to each breakdown as soon as practicable after a breakdown is reported and carry out immediate remedial work at a reasonable speed according to the nature of the breakdown. Any faulty equipment or components shall be quickly replaced.

In circumstance such that the Contractor fails to attend the breakdown within One normal working hour after notification of the breakdown and where remedial work is interrupted during normal working hours for purposes other than obtaining replacement parts, the employer reserves the right to order such action as may be necessary to expedite completion of remedial work which shall be at the Contractors expense without abrogation of the Contractors responsibilities

**3.4 Any Item /Part fails any time during the Guarantee Period, then the Replaced Item/Part shall have a Minimum Guarantee of One Year from the Date of such replacement.**

**3.5** The contractor has to ensure that emergency light, fire extinguisher, alarm bell & phone to be installed in the lift, cost of these will have to be borne by the contractor.

### 4.GENERAL

The Contractor shall keep sufficient Spare parts and Consumables during the maintenance period to ensure that replacement work for defect can be carried out immediately.

A competent engineer shall be provided to investigate the fundamental cause of a fault & remedial actions are taken accordingly. Temporary quick fix solution will not be accepted.

The employer shall at his discretion, take action to recover all losses incurred rising from the failure of the Contractor to perform the duties either wholly or in part as detailed in this section.

## 2.0 TERMS & CONDITIONS

**2.1** The Income Tax at source and other statutory levies as applicable if any, would be deducted from quarterly bill. The contractor should not be an Income Tax defaulter.

**2.2** The Contractor shall be responsible to fulfil all statutory liabilities, if any towards his staff such as payment of minimum wages, PF, ESI, insurance and any other dues etc including all amendments issued by the Govt. from time to time. Being a Principal employer, CTD may ask to submit documents in original.

**2.3** The Contractor should provide Notarized /Attested copy of Power of Attorney in favor of authorized signatory, copy of latest ITCC, PAN NO. & Registration and latest Clearance Certificates of KVAT under Karnataka Value Added Tax Act 2003.

**2.4** Only authorised staff of Contractor having proper Photo Identity card issued by the Contractor and with Permission granted by CTD, shall be permitted to work at Commercial Tax Department "Sumoulya Soudha", Club Road, **BELAGAVI**. For carrying out Preventive and Breakdown/Corrective Maintenance works. The contractor will have to submit the list of the Authorized staff along with a set of the photo Identity cards for whom permission will be required to be arranged by CTD.

**2.5** Rates are inclusive of all taxes & duties and other liabilities .

**2.6** This CAMC will be for one year (as year wise accepted rates). If contractor fails to perform satisfactorily, the contract can be terminated at any time without assigning any reason by giving 15 days notice to the Contractor. This shall be without any Liability on the CTD.

**2.7** After expiry of CAM contract, the contractor shall hand over to CTD all the equipment in good working condition as they are being taken over at the time of starting of CAMC.

**2.8** Additionally, Contractor shall:

- a) Keep the machine room locked to prevent pilferage and theft and a duplicate key shall always be available in security room/maintenance department.
- b) Keep the sills, machine room and pit clean with the help of housekeeping staff of CTD.
- c) Notify the CTD immediately of any malfunction whatsoever of the Lift.
- d) Ensure movement of its engineer restricted to Machine Room and the machine under maintenance



e) Ensure that one trained person in the building is always available (24 hrs x 7 x 365 days) for emergency rescue of trapped passengers and on the spot fault rectification. Operation of the lifts, on the spot fault rectification and rescue Operation will be carried out by the Contractor with the help of CTD staff. The contractor shall ensure that the persons deployed are well trained and well qualified for the assigned task and will take necessary instructions from the CTD for round the clock deployment of trained personnel. Contractor shall ensure compliance of all statutory provisions and labour laws.

f) Ensure that all the safety devices are in working condition including all emergency lighting, siren etc.

### 3.0 TECHNICAL CONDITIONS

#### 3.0 Technical conditions

- 3.1 The Contractor during the Execution of work shall follow the Indian Electricity Rules, Indian Electricity Act & all other Statutory Rules, Regulations & Acts as available on date & during the period of contract.
- 3.2 The work is to be carried out under the supervision of CTD Authorised Representative
- 3.3 All T&Ps and M&Ps, Testing instruments etc required for Preventive and Breakdown/Corrective maintenance, shall be brought by the contractor.
- 3.4 The Maintenance works are to be carried out as per the recommendations of the Manufacturers & only Original Spares, Materials/Consumables shall be used.
- 3.5 Labour: The labour shall be provided free of cost by the contractor.
- 3.6 Transport: No separate charges will be paid for transport. It shall be provided free of cost by the contractor.
- 3.7 All Spares, Materials & Consumables required for carrying out Preventive and Breakdown/Corrective Maintenance are covered under this Comprehensive Annual Maintenance Contract and shall be provided free of cost by the contractor.
- 3.8 It shall be the responsibility of the contractor to carry out the replacement of Spare Parts if need arises during the contract period. Spare Parts have to be made readily available by the Contractor.
- 3.10 The contractor shall carry out the Testing of System (including ARD & Overload Testing) at regular period of time, but in no case exceeding one year.
- 3.11 All checks and preventive maintenance shall be carried out as per recommendation of OEM and as mentioned in Scope of work clause 3.2 & 3.3 and contractor shall also submit the detail of Maintenance schedule, time schedule and check list of checks which shall be carried out at site.

- 3.12 After Expiry of CAM contract, the contractor shall hand over to CTD all the equipment's in good working condition as they are being taken over at the time of starting of CAMC.

### 4.0 SPECIAL CONDITIONS OF CONTRACT

#### 4.1 Period of Contract: -

The period of Contract is for **One year** from the day Comprehensive Annual Contract work is commenced by the contractor after receipt of the Letter of Acceptance (L.O.A.) by contractor. The date of commencement of contract shall be notified by the employer. ***The Right to Enter (or not enter) into CAMC for 1 year with the Contractor will be solely on the discretion of CTD. However the same will be binding on the Contractor. If CTD Decides to enter into Comprehensive Annual Maintenance Contract, a separate Contract Agreement shall be made and entered into by CTD and Contractor. The Date of Start of CAMC will be after DLP is over.***

- 4.2 **Period of Commencement of Comprehensive AMC Work :-** Within 7 days from the date of issue of Letter awarding the AMC.

#### 4.3 Validity Period of Performance Guarantee :-

From the date of commencement of contract up to 6 (six) months beyond the Date of Expiry of Contract Period. This shall be suitably extended if all Contractual Obligations are not completed by the Contractor.

#### 4.4 Deployment of Manpower: -

The Contractor will have to engage sufficient and well trained staff on site to ensure proper Schedule Maintenance and to attend Breakdown calls round the clock all 7 days a week & 365 days a year inclusive of all holidays & Sundays.

#### 4.5 Payment:-

a) The Payment shall be made on a quarterly basis after successful execution of the work. The Maintenance and Servicing report shall be submitted in triplicate which shall be also signed by **the CTD authorized person** duly after verifying the Work done. The Contractor will submit Monthly & Quarterly reports giving details of Schedule and Breakdown/Corrective Maintenance carried out in each month. Such Reports are to be sent on the same day. **The Payment for this Agreement/CAMC Work will be made directly by CTD to the Contractor.**

b) The cost of all Spares, Materials & Consumables shall be borne by the Contractor.

c) The contractor shall supply all types of skilled man-power for carrying out Schedule and Breakdown/Corrective Maintenance free of cost.

d) Whenever, Transportation or handling is needed, the contractor shall arrange the same free of cost.



- 4.6 **Advance Payment:** No advance of any type shall be paid.
- 4.7 **Price Variation Clause:** - The Price Variation Clause is not applicable in this contract. The Rate quoted shall be inclusive of all taxes and duties.
- 4.8 **Penalty:** - A Penalty will be imposed @` 50/- per hour in case any complaint remains un-attended for more than stipulated time on a particular day and a penalty @ 500/- per day per elevator will be imposed if a complaint remains unattended for more than 24 hrs. A Penalty of 1000/- per day per elevator will also be imposed if scheduled Maintenance is delayed by more than 3 days from the Scheduled day subject to the maximum of 10% of the annual value of the contract. If there is any damages/inconveniences caused to the CTD due to the negligence or deficiency in the service.
- There will be Penalty of Rs. 1,000/- (one thousand) in each case if any person gets trapped during running operation of lift. This penalty is in addition to penalty as mentioned above
- 4.9 **Termination of Contract:** - If contractor fails to perform satisfactorily, the contract can be terminated at any time without assigning any reason by giving 15 days' notice to the Contractor. This shall be without any Liability on the CTD. In such Case, Employer reserves the Right to initiate any action in this regard as deemed necessary.
- 4.10 **Safety of Personnel:** - The Contractor will take full responsibility for the Safety of his Staff, Materials, maintenance of Lifts etc. and any explicit or implicit liability arising due to faulty operation of the various lift.
- 4.11 Any Damage/ Breakage to the CTD property during the execution of work will be at the risk & cost of the Contractor & in this regard, the CTD decision will be final regarding amount of Damage/Breakage etc. The amount will be deducted from contractor's bill.
- 4.12 The CTD shall have the right to make Minor Alterations /Additions/ Substitutions in the specifications or in the Scope of Work or issue instructions that may be deemed necessary during the period of the contract and Contractor shall carry out the work in accordance with the instructions which may be given to him by Authorized CTD representative.
- 4.13 The Contractor shall not Subcontract / Transfer or Assign the contract to a third party.
- 4.14 The rates quoted by the Contractor be inclusive of all taxes, duties and all other Charges.  
The Contractor shall supply the items as installed of the same make. For those items where no make has been specified, the Contractor shall supply items of reputed Brands/Makes with ISI mark only.
- 4.16 The contractor/firm will supply free of cost spare parts and materials which are worn out or become defective during the contract period. The accepted cost includes the

repairs and replacement of all the Electrical/Mechanical parts wherever required during the contract period.

In-case of a Major Failure where Rectification/Rewinding may take few days, the Contractor may immediately rectify the Failure by his own Rotational spare and after completion of the Repair/Rectification of the equipment, the Original Equipment should be provided back, provided such Equipment's are not beyond Repair. However, this is only in the case of Major equipment. Any worn out/Defective component/Part/Sub-Assembly has to be replaced with a new Part /Component/Sub-Assembly. The Contractor shall supply free of cost spare parts and materials which are worn out or become defective during the Contract period.

#### 4.17 Performance Security (Guarantee) -

"The Contractor shall furnish to the CTD a security in the form of a Bank Guarantee for an amount equal to 10% of the contract value. The Bank Guarantee has to be from a Scheduled Commercial Bank based in India and the form of Performance Security (FORM-A) provided in the Tender document, shall be used. The Performance Security is to be deposited within 15 days of the commencement of AMC. The Bank Guarantee shall be valid for a period of six months beyond the CAMC Period.

#### 4.18 Contract Agreement: -

The contractor will have to enter into an Agreement with the CTD within 15 days from the date of receipt of LOA. Until a Final Agreement is executed, the Letter of Acceptance shall constitute a binding contract between the Contractor and the CTD.

- 4.19 All checks and preventive maintenance shall be carried out as per recommendation of OEM and as explained in clause and contractor shall submit the detail of Maintenance schedule and check list of checks which shall be carried out at site.

- 4.19.1 After Expiry of CAM contract, the contractor will hand over to CTD all the equipments in good working condition as they are being taken over at the time of starting of CAMC.

#### 4.20 Indemnity Clause :

- i) The Contractor shall keep a complaint-cum-suggestion book in a conspicuous place at the ground floor in front of each lift area in which the visitors may record their complaints/suggestions. The contractor shall send a copy of the complaints/suggestions so received to CTD every month.
- ii) The contractor shall ensure that the attendants provided by him maintain perfect discipline and behavior and they shall not in any manner cause any interference, annoyance, nuisance to CTD or its visitors or any other person. In the event of the complaint by the CTD, The contractor shall immediately replace any such attendant.
- iii) The contractor agrees and undertakes that the services provided by the attendants shall be to the entire satisfaction of the CTD and the contractor shall make it clear to them that they are the employees of the contractor. They shall not have any claims against CTD and CTD shall not be liable to wages, salary, compensation and any other emoluments or any statutory benefits due to them under any law or regulation. The contractor shall be responsible for providing such



- 4.6 **Advance Payment:** No advance of any type shall be paid.
- 4.7 **Price Variation Clause:** - The Price Variation Clause is not applicable in this contract. The Rate quoted shall be inclusive of all taxes and duties.
- 4.8 **Penalty:** - A Penalty will be imposed @ 50/- per hour in case any complaint remains un-attended for more than stipulated time on a particular day and a penalty @ 500/- per day per elevator will be imposed if a complaint remains unattended for more than 24 hrs. A Penalty of 1000/- per day per elevator will also be imposed if scheduled Maintenance is delayed by more than 3 days from the Scheduled day subject to the maximum of 10% of the annual value of the contract. If there is any damages/inconveniences caused to the CTD due to the negligence or deficiency in the service.

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- 4.10 **Safety of Personnel:** - The Contractor will take full responsibility for the Safety of his Staff, Materials, maintenance of Lifts etc. and any explicit or implicit liability arising due to faulty operation of the various lift.
- 4.11 Any Damage/ Breakage to the CTD property during the execution of work will be at the risk & cost of the Contractor & in this regard, the CTD decision will be final regarding amount of Damage/Breakage etc. The amount will be deducted from contractor's bill.
- 4.12 The CTD shall have the right to make Minor Alterations /Additions/ Substitutions in the specifications or in the Scope of Work or issue instructions that may be deemed necessary during the period of the contract and Contractor shall carry out the work in accordance with the instructions which may be given to him by Authorized CTD representative.
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"The Contractor shall furnish to the CTD a security in the form of a Bank Guarantee for an amount equal to 10% of the contract value. The Bank Guarantee has to be from a Scheduled Commercial Bank based in India and the form of Performance Security (FORM-A) provided in the Tender document, shall be used. The Performance Security is to be deposited within 15 days of the commencement of AMC. The Bank Guarantee shall be valid for a period of six months beyond the CAMC Period.

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- ii) The contractor shall ensure that the attendants provided by him maintain perfect discipline and behavior and they shall not in any manner cause any interference, annoyance, nuisance to CTD or its visitors or any other person. In the event of the complaint by the CTD, The contractor shall immediately replace any such attendant.
- iii) The contractor agrees and undertakes that the services provided by the attendants shall be to the entire satisfaction of the CTD and the contractor shall make it clear to them that they are the employees of the contractor. They shall not have any claims against CTD and CTD shall not be liable to wages, salary, compensation and any other emoluments or any statutory benefits due to them under any law or regulation. The contractor shall be responsible for providing such



amenities or emoluments to its employees admissible under the law/rules/regulation and service contract, as the case may be.

iv) The Contractor shall at all times comply with the laws applicable to it. The Contractor shall take all reasonable steps during the period of this agreement and shall be solely responsible for third party safety.

v) The Contractor shall keep CTD indemnified of any loss/damages arising out of any fines or other governmental or private actions arising out of this agreement or during the period of the present agreement or extended period. The Contractor shall at all times indemnify the CTD and keep it and its staff and officials indemnified, saved, defended and harmless, from and against all suits, actions, proceedings, and all costs, charges, expenses, fines, penalties, prosecutions, losses, damages, liabilities, claims and demands which the CTD may bear, incur or suffer, and/or claimed from it, due to or by reason or any default, breach, noncompliance, non-observance and/or non-performance or any of the terms, conditions, covenants, stipulations or provisions hereof by the Contractor.

#### 4.21 Termination of Contract::

The CTD has the right to terminate this Agreement forthwith, in whole or in part, on severe deficiency of Services or due to the failure of Contractor to perform substantially to the satisfaction of CTD or for any other reasons as the Client deem fit and proper.

If any information furnished by Contractor is found to be incorrect at any time, the contract is liable to be terminated forthwith and the security deposit is liable to be forfeited by the CTD.

#### 4.22 Arbitration:

All Disputes and differences arising out of, or in any way, concerning this agreement (Except those the decision whereof is otherwise herein before provided for) shall be, referred for sole arbitration by any person to be nominated by the Joint Commissioner of Commercial Taxes (Admn), 1st Floor, 'Sumoulya Soudha', Club Road, Belagavi CTD. The award of the arbitrator so appointed shall be final and binding on both the parties which are executants of this Agreement. The arbitration will be held as per the Indian Arbitration and Conciliation Act, 1996 on any official amendment thereof.

The Court in Belagavi, Karnataka only shall have exclusive jurisdiction in the matter.

## 5.0 Form of Performance Guarantee

### FORM OF PERFORMANCE SECURITY (GUARANTEE) BY BANK

1. This deed of Guarantee made this day of -----between Bank of ----- (herein after called the "Bank") of the one part, and The Commercial Tax Department (hereinafter called "the Employer") of the other part .
2. Whereas CTD has awarded the Comprehensive Annual Maintenance (Preventive & Corrective) Contract for "Annual Comprehensive Maintenance including all kinds of outline Preventive & Corrective (Breakdown) Maintenance of TWO No. Lift installed at at "Sumoulya Soudha", Club Road, Belagavi. (hereinafter called "the contract") to M/s ----- (hereinafter called the Contractor").
3. AND WHEREAS the Contractor is bound by the said Contract to submit to the Employer a performance security for a total amount of Rs. ----- (Amount in figures & Words).
4. Now we the undersigned ----- (Name of the Bank being fully authorised to sign and to incur obligations for and on behalf of and in the name of ----- (Full name of Bank), hereby declare that the said Bank will guarantee the Employer the full amount of Rs. ----- (Amount in figures and Words) as stated above.
5. After the Contractor has signed the aforementioned Contract with the Employer, the Bank is engaged to pay the Employer, any amount up to and inclusive of the aforementioned full amount upon written order from the Employer to indemnify the Employer for any liability of damage resulting from any defects or shortcomings of the Contractor or the debts he may have incurred to any parties involved in the Works under the Contract mentioned above, whether these defects or shortcomings or debts are actual or estimated or expected. The Bank will deliver the money required by the Employer immediately on demand without delay without reference to the Contractor and without the necessity of a previous notice or of judicial or administrative procedures and without it being necessary to prove to the Bank the liability or damages resulting from any defects or shortcomings or debts of the Contractor. The Bank shall pay to the Employer any money so demanded notwithstanding any dispute/disputes raised by the Contractor in any suit or proceedings pending before any Court, Tribunal or Arbitrator/s relating thereto and the liability under this guarantee shall be absolute and unequivocal.
6. This Guarantee is valid for a period of 12 Months from the date of signing. (The initial period for which this Guarantee will be valid must be for at least six (6) months longer than the anticipated expiry date of Contract period.
7. At any time during the period in which this Guarantee is still valid, if the Employer agrees to grant a time extension to the Contractor or if the Contractor fails to complete the Works within the time of completion as stated in the Contract, or fails to discharge himself of the liability or damages or debts as stated under Para 5, above, it is understood that the Bank will extend this Guarantee under the same conditions for the required time on demand by the Employer and at the cost of the Contractor.



8. The Guarantee hereinbefore contained shall not be affected by any change in the Constitution of the Bank or of the Contractor.
9. The neglect or forbearance of the Employer in enforcement of payment of any moneys, the payment whereof is intended to be hereby secured or the giving of time by the Employer for the payment hereof shall in no way relieve the bank of their liability under this deed.
10. The expressions "the Employer", "the Bank" and "the Contractor" hereinbefore used shall include their respective successors and assigns. In witness whereof I/We of the bank have signed and sealed this guarantee on the ----- day of ----- (Month) ----- 2016, being herewith duly authorized.

For and on behalf of

The ----- Bank.

Signature of authorized Bank official

Name: .....

Designation: .....

I.D. No.: .....

Stamp/Seal of the Bank: .....

Signed, sealed and delivered for and on behalf of the Bank

by the above named \_\_\_\_\_

In the presence of:

**Witness 1.**

Signature .....

Name .....

Address .....

**Witness 2.**

Signature .....

Name .....

Address .....

## 6.0 FORM OF AGREEMENT

### Form Of Agreement

This Agreement is made at Belagavi on the ----- day of -----  
----- 2016 Between The Joint Commissioner of Commercial Taxes (Admn), D.V.O Belagavi "Sumoulya Soudha", Club Road, Belagavi. hereinafter called "the Employer" of the one part and ----- (Name of Contractor) of -----  
----- (Address of Contractor) hereinafter called "the Contractor" of the other part.

Whereas the Employer is desirous that Comprehensive Annual Maintenance (Preventive) & Corrective) Contract for "Annual Comprehensive Maintenance including all kinds of Routine Preventive & Corrective (Breakdown) Maintenance of two No. Lifts installed at "Sumoulya Soudha", Club Road, Belagavi. and has accepted a Tender by the Contractor for the Comprehensive Annual Maintenance (Preventive) & Corrective) (\*\* as well as guarantee of such works) and the remedying of defects therein. NOW THIS AGREEMENT WITNESSETH as follows:

- In this Agreement words and expression shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
- The following documents shall be deemed to form and be read and construed as part of this Agreement, viz:
  - Notice Inviting Tender
  - Instructions to Tenderer
  - Scope of Work
  - Terms & Conditions
  - Technical Conditions
  - Special Conditions of Contract
  - General Conditions of Contract
  - Bill of Quantities
  - Letter of acceptance
  - Addendums, if any
  - Other conditions agreed to and documented as listed below
- In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the works by \*\* ----- and remedy any defects therein in conformity in all respects with the provisions of the Contract
- The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the works and the remedying of defects therein, the Contract Price of \*\*Rs ----- ( in figure & word) being the sum stated in the letter of acceptance subject to such additions thereto or deductions there from as may be made under the provisions of the Contract at the times and in the manner prescribed by the Contract.

### 5. OBLIGATION OF THE CONTACTOR

The contractor shall ensure full compliance with tax laws of India with regard to this contract and shall be solely responsible for the same. The contractor shall submit



copies of acknowledgements evidencing filing of returns every year and shall keep the Employer fully indemnified against liability of tax, interest, penalty etc. of the contractor in respect thereof, which may arise.

6. **JURISDICTION OF COURT:** The Courts at Belagavi, Karnataka shall have the exclusive jurisdiction to try all disputes arising out of this agreement between the parties.

IN WITNESS WHEREOF the parties hereto have caused their respective Common Seals to be hereunto affixed / (or have hereunto set their respective hands and seals) the day and year first above written.

For and on behalf of the Contractor:-

Signature of the authorized official

Name of the official

Stamp/Seal of the Contractor

SIGNED, SEALED AND DELIVERED

By the said

-----  
Name  
on behalf of the  
Contractor in the  
presence of

Witness

Name

Address

Note:

\* To be made out by the Employer at the time of finalisation of the Form of Agreement.

\*\* Blanks to be filled by the Employer at the time of finalization of the Form of Agreement.

## **ANNEXURE - B**

### **DETAILS OF THE TWO LIFTS AT THE OFFICE OF COMMERCIAL TAX DEPARTMENT, "SUMOULYA SOUDHA", CLUB ROAD, BELAGAVI.**

Sl. No.	Details	
01	Manufacturer	M/s OTIS Elevator Co.(I) Ltd.,
02	Building	Ground floor along with 5 floors
03	Capacity	10 Persons in each lift
04	Lift car and landing door	Auto
05	Lift Landing	6 landing
06	Lift Motor	
07	Control Key	1 No.