

NATIONAL LAW INSTITUTE UNIVERSITY

Kerwa Dam Road, Bhopal - 462044

TENDER DOCUMENT

**Supply, installation, testing and Commissioning of MRL
Passenger lift 10 PASSANGERS in the Convention
Centre**

(TECHNICAL BID)

NATIONAL LAW INSTITUTE UNIVERSITY, BHOPAL

Notice Inviting Tender

4th Call

Sealed item rate tenders are invited from ORIGINAL EQUIPMENT MANUFACTURER or their authorized dealers for the Passenger Lift of the as given below in the description who have worked for State Govt. / Central Govt. or their under taking for S.I.T.C of Passenger Lift of CONVENTION CENTRE at NLIU, Bhopal.

Description of works	Period of Completion	EMD	Cost of tender documents	Duration of sale of tender	Last Date & time of submission of tender	Date & time of opening of Technical Bid
S.I.T.C of passenger lift CONVENTION CENTRE in the premises of NLIU, Bhopal (Approved Make:- MITSUBISHI, THYSEN KRUPP, KONE, OTIS, SCHINDLER OR any other MPPWD/CPWD approved manufacturers of Passenger Lift.	04 Months	Rs. 40,000/-	Rs. 5,000/+ 18% GST (Non Refundable)	17/06/2022 to 30/06/2022 upto 5.00 pm on all working days.	Upto 01/07/2022 12.30 pm in the office of Registrar NLIU.	Shall be published in the University website: www.nliu.ac.in and also intimate to the agency via mail or telephonically.

The tender forms can be obtained from the office of the Registrar on cash Payment or through DD of Rs. 5000/+ 18% GST in favour of the **Director, National Law Institute, University** payable at Bhopal. **The tender form can also be downloaded from website: www.nliu.ac.in.** However, the downloaded in tender form should be submitted along with a Demand Draft of Rs. 5,000/+ 18% GST from a nationalized bank in favour of the **Director, National Law Institute, University** payable at Bhopal. Without the said Demand Draft the tender of such agency shall be rejected.

Sealed tenders shall be received in the office of the **Registrar, NLIU, Bhopal** upto 12.30 PM on **01/07/2017** and **the date and time of opening of Technical bids** shall be published on our website: www.nliu.ac.in and also intimate to the agency via mail or telephonically. Tenders can also be sent through registered post to the office of the **Director, NLIU, Bhopal** and must reach at least one day before the day of opening the tenders. The institution shall not be responsible for any postal delays.

In the event of withdrawing offer by any of the tenderers within the validity period, the EMD of such tenderers shall be forfeited and they would be debarred from future tendering for works in the University.

The Tender documents each page duly signed/stamped by the tenderer should be sealed in sealed cover while submitting. On the cover it should be clearly mentioned **“Tender for S.I.T.C of Passenger Lift of CONVENTION CENTRE”** The contractor must enclose a demand draft for Rs 40,000/- towards the EMD along with the tender documents. The Contractors who fulfill the following requirements and as stipulated in the tender form shall be eligible to apply and should submit duly stamped and certified copies of relevant documents in support of the same along with the tender documents (failing which the tender shall be rejected). If any of the certificates is found forged/fabricated or false, the tenderer would stand disqualified and his EMD would be forfeited without prejudice to any legal action. If the contractor would fail to submit the required documents as stated below the tender of the contractor shall be rejected without any discussion further in the matter.

1. Should have satisfactorily completed similar nature of work in last 03 years under single work order at least one of them should be in Central / State Government, Central / State Autonomous Bodies / Undertakings.
2. The agencies should have PAN No, Tin No.
3. The I.T.C.C for the immediate last three financial years shall be furnished or the copies of I.T returns filed for the immediate last three financial years shall be submitted.
4. The agencies should have PF Registration and GST Registration.

Note: Non Association / Relation: Should a contractor or a tenderer have a relative employed in NLIU (or in any way connected with the agency involved in the execution of this work) or in case of partnership firm or company incorporated under the Indian company act, should a partner or relative of the partner or a share holder be employed in a responsible capacity in NLIU (or in any way connected with the agency involved in the execution of this work), the authority inviting the tender should be informed of the fact at the time of submission of tender, failing which the tender may be rejected. If such fact is suppressed at the time of tendering and come to light at any time after acceptance of tender, the contract may be rescinded.

The NLIU reserve the right to reject any or all tenders or split the work in between more than one party without assigning reasons whatsoever.

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SECTION-1

NOTICE INVITING TENDER

Approved Manufacturers

National Law Institute University, Kerwa Dam Road, Bhopal - 462044

Sealed tenders invite in the superscribed tenders under two cover systems for Replacement, Supply, installation, testing, and Commissioning (SITC) of -1- no. passenger lifts (with -10- passenger capacity) for Convention Centre at National Law Institute University, Bhopal – 462044.

1. M/s. Kone Elevators.
2. M/s. Mitsubishi Elevator India Pvt. Ltd.
3. M/s. Otis Elevator Co. India Ltd.,
4. M/s. Schindler India Pvt. Ltd.
5. M/s. Thyssenkrupp Elevator (India) Pvt. Ltd.

OR

Any other MPPWD/CPWD-approved manufacturers of Passenger Lift.

Details of tenders as under:

- | | | |
|---|---|--|
| 1. Name of the work | : | Supply, Installation, Testing & Commissioning of passenger lifts (with – 10 passenger capacity) for Convention Centre at NLIU, Bhopal - 462044 |
| 2. Time allowed for completion | : | 04 Calendar months including Supply, Erection, Testing & Commissioning from the date of award of contract. |
| 3. Earnest Money Deposit | : | Rs. 40,000/- (Rupees Forty Thousand only) in the form of DD of any Public Sector Bank in favour of Director, National Law Institute University , payable at Bhopal. |
| 4. Security Deposit | : | 5% of the contract Value |
| 5. Cost of tender document | : | Rs. 5000 + GST 18%
Bidders download tender document from Website: www.nliu.ac.in cost to be paid by DD along with part I, non- submission of will disqualify the participation from tender process. |
| 6. Availability of Tender Paper | : | Dt.: 17/06/2022 to 30/06/2022 |
| 7. Place of Tender availability | : | Website: www.nliu.ac.in |
| 8. Last date and time of receipt of tenders | : | <u>Upto 12:30pm on 01/07/2022</u> |
| 9. Address at which the tenders are to be submitted | | |

Registrar,
National Law Institute University,
Kerwa Dam Road,
Bhopal-462044

- | | | |
|--|---|--|
| 10. Date & place for Pre-Bid Meeting | : | Shall be published in the University website: www.nliu.ac.in and also intimate to the agency via mail or telephonically. |
| 11. Date and time of opening of tender | : | Shall be published in the University website: www.nliu.ac.in and also intimate to the agency via mail or telephonically. |
| 12. Place of opening tenders | : | Shall be published in the University website: www.nliu.ac.in and also intimate to the agency via mail or telephonically. |
| 13. Defect Liability period | : | 01 year from the date of Commissioning. |
| 14. Validity of offer | : | 03 months from the date of opening of the Tender bid |
| 15. Liquidated Damages | : | 1.0% of the contract value shown in the tender per week subject to a maximum of 10% of the accepted tender amount. |

16. Tender will be issued in two parts,
Part I: Containing terms and conditions, specifications, Cost of tender documents, EMD etc. and
Part II: Contains the Commercial part to be filled up as the Price Bid.
Tender shall have to be submitted in two Covers, Cover I and II, both addressed to

**Registrar,
National Law Institute University,
Kerwa Dam Road, Bhopal-462044**

Cover I shall be superscribed "Tender for Passenger Lifts - Cover I - Technical Bid." and
Cover II "Tender for Passenger Lifts - Cover II - Price Bid."

Cover-I: Shall contain Earnest Money Deposit and Part I of the tender document signed and sealed on each page by the authorized signatory. Tenders without EMD/cost of the tender will be summarily rejected. Cover I of the tender shall also contain the following:

- (a) Power of attorney/authorization with the seal of company/ firm in the name of the person signing the tender documents.
- (b) List of deviation, if any, in commercial terms & condition
- (c) List of deviations, if any, in the technical specification.
- (d) Any other technical information the tenderer wishes to furnish.
- (e) Technical Literature/Catalogues of the equipment being offered along with related drawings.
- (f) Copy of Approval/Letter under "A" Category LIFT Manufacturer by CPWD/MPPWD.

DETAILS OF SERVICE CENTRE IN BHOPAL WHO WILL BE PROVIDING AFTER-SALES SERVICE. HAVING AN ADEQUATE SERVICE FACILITY AT BHOPAL TO THE SATISFACTION OF THE UNIVERSITY IS A MUST FOR THE TENDER TO BE CONSIDERED FURTHER.
In this connection, feedback may be sought from other customers as to the quality of services.

Cover-II: Shall contain the offered price in INDIAN RUPEES only with detailed break up of price as per Bill of Quantity duly filled, in duplicate. Other than an unconditional general rebate, no other condition stipulated in Cover-II shall be accepted.

17. Cover-I Shall be published in the University website: www.nliu.ac.in and also intimate to the agency via mail or telephonically. After Technical evaluation, **Cover II of shortlisted bidders** shall be opened, with due information to the bidders on the website: **www.nliu.ac.in**.

Delays in submission of any document arising out of the postal irregularities/or any other reason at any stage will not be considered. Also, the University will not be responsible in case of postal delay. Late tenders will not be accepted.

University has the right to accept/ reject any or all tenders without assigning any reasons thereof.

Any Corrigendum/addendum, if any, shall be issued only on the University website: www.nliu.ac.in. Kindly visit our website before submitting of Tender. No separate paper publication shall be issued for the addendum if any for the above work.

Registrar

1.2 No tender will be received after the date and time specified above.

1.3 Tender documents (non-transferable) can be obtained from our website;www.nliu.ac.in National Law Institute University, Kerwa Dam Road, Bhopal -462044 on payment Rs. 5,000+ 18% GST of the price of the document by DD of Public Sector Bank, in favour of Director, National Law Institute University payable at Bhopal.

1.6 The tenderer is required to deposit (EMD) a sum of Rs 40,000/- as earnest money deposit by a crossed demand draft of any Public Sector Bank in favor of Director, National Law Institute University Payable at Bhopal. No interest shall be allowed on the earnest money deposit. Such earnest money will be refunded to the unsuccessful tenderer within 30 days from the date of awarding the contract to the successful Tenderer. The earnest money will be forfeited if the tenderer withdraws or modifies his bid during the validity period or if the successful bidder fails to execute an agreement or if the successful bidder fails to remit the security deposit as specified within the time allowed. Any tender who is not accompanied by the EMD is liable for rejection.

1.7 The contractors should quote in figures as well as in words the rate, and amount tendered by them. The amount for complete work should be worked out and the requisite totals given, Rates quoted by the contractor in item rate tender in figures and words shall be accurately filled in so that there is no discrepancy in the rates written in figures and words. If on check there are differences between the rates quoted by the Contractor in words and in figures or in the amount worked out by him, the following procedure shall be followed for comparative evaluation of BOQ for finalization of L-1 for awarding work:

- When there is a difference between the rates in figures and in words, whichever corresponds to the amounts worked out by the contractor, shall be taken as correct.
- When the amount of an item is not worked out by the contractor or it does not correspond with the rate written either in figures or in words, then the rate quoted by the contractor in words shall be taken as correct.
- When the rate quoted by the contractor in figures and in words tallies but the amount is not worked out correctly, the rate quoted by the contractor shall be taken as correct and not the amount.
- When the rate is not quoted by the contractor for any item, then the maximum rate quoted by other contractors for that item shall be taken for evaluation and the lowest rate quoted by other contractors for that item will be taken for the award of work.

The rates quoted shall cover the provision of a site laboratory for the routine test as required by University.

1.8 The Tender should be kept open for acceptance for a period of 03 months from the date of opening.

1.9 Sealing and Marking of Bids:

Tenders should be submitted in a sealed envelope superscribing the name of the work and due date of opening. The following documents should be submitted along with the tender.

- Earnest money deposit as specified
- Copy of latest income tax return last 03 years
- List of previous contracts of similar nature executed by the tenderer along with completion certificates and quantum of the value of work for the 3 years with reputed clients
- Certified copy of original partnership deed certificate of registration in the case of partnership firm, a registration certificate in case of proprietary firms, and articles of association in case of companies.

- Documentary evidence for GST/ supplier/ service network/ constitution of firm/ annual turnover
- Audited balance sheet and P & L account as proof of turnover for the last 3 years.
- Compliance with technical specifications, copyright of technology compliance, compliance of the CEIG safety certificate as per lift act, etc.
- The agency must have a valid electrical license
- The tender documents in original should be completely filled in all columns and lines and duly quoted. All pages of the tender shall be duly signed by the authorized signatory.

The tender shall be marked to the following address:

Registrar
National Law Institute University,
Kerwa Dam Road,
Bhopal-462044

The envelope shall indicate the name and address of the tenderer to enable the bid and to be returned unopened in case it is declared “late”.

If the envelope is not properly sealed and marked as required, the University will assume no responsibility for the tender’s misplacement or early opening. A tender opened prematurely for this cause may be rejected and returned to the tenderer.

1.10 The University shall not be responsible for any loss, delay or non-receipt of tender document despatched by post.

1.11 The University reserves the right to reject or accept any tender either partially, wholly or cancel the tender and in that event invite fresh tenders for the same, without assigning any reasons thereof and the tenderer will not be eligible for any compensation in that event. Subject to the above, the University will award the contract to the tenderer whose bid has been found to be substantially responsive to the tender requirements and has offered the lowest evaluated bid price.

1.12 Letter of acceptance and Security Deposit:

Prior to the expiry of the validity period, the University will notify the successful tenderer in writing by “Letter of Acceptance” that his tender has been accepted. The contract period will start from the date of receipt of the Letter of Acceptance by the bidder. Upon acceptance of the tender, the successful tenderer shall within 15 days of receipt of intimation of acceptance of the tender, deposit with the University 5% of the total contract value as a security deposit in the form of a Bank Guarantee. No interest shall be allowed on the security deposit. All compensations or other sums of money payable by the contractor to the Company under the terms of this contract shall be deducted from his security deposit or from any sums which may be due or may become due to the contractor on any account whatsoever and in the event of the security deposit is reduced by reason of any such deductions, the Tenderer shall within 15 days thereafter make good Bank Guarantee any sum or sums which may have been deposited from his security deposit or any part thereof. The security deposit will be refunded to the Tenderer after the defect liability period i.e. 12 months.

1.13 If the contractor fails to execute the order in time, the University shall have the right to forfeit the EMD and also take necessary steps against the contractor to recover from him any loss or damage as assessed by the purchaser for such failure on the part of the contractor.

1.14 Time of Completion:

Time is the essence of this Contract. The work shall be completed within 04 months after the award of the contract.

1.15 As per Section 194 C of the Income-tax Act 1961; the client will be Recovering Income tax at the rate specified by Government from payments that will be made to the contractor.

1.16 Payment will be made by the University in the following manners:

- (a) 70% of the total value shall be paid after the supply of equipment
- (b) 30% of the total value after Erection, testing, and commissioning

FORM OF TENDER (To be filled up by the Tenderers)

Registrar
National Law Institute University,
Kerwa Dam Road,
Bhopal -462044

Dear Sir,

Sub: Supply, installation, testing and commissioning of Passenger Lifts for the Convention Centre of NLIU, Bhopal.

1. I/We refer to the tender notice issued for Lift Works at National Law Institute University, Bhopal.
2. I/We do hereby offer to perform, provide, execute, complete and maintain the works in conformity with the drawings, conditions of contract, specifications, and bill of quantities at the rates quoted in the bill of quantities.
3. I/We have satisfied myself/ourselves as to the site conditions and all aspects of the tender conditions. Subject to the above, I/We do hereby agree, should this tender be accepted in whole or in part, to:
 - a. Abide by and fulfil all the terms and provisions of the said conditions annexed hereto;
 - b. Complete the works within 04 months, as per the work program enclosed with the tender in two or three shifts if considered necessary by the Owner at no extra cost to the Owner.
4. I/We have deposited the earnest money of Rs. 40,000/ (Rupees Forty Thousand only) in the form of Bank Draft. I/We note, that the Earnest Money Deposit will not bear any interest and is liable for forfeiture:
 - a. If our offer is withdrawn within the validity period of acceptance.
 - b. If the work is not commenced within 15 days after issue of work order or handing over of site whichever is later.
5. I/We understand that you are not bound to accept the lowest or any tender you receive.
6. Name of Partners/Directors of our Firm:
 - i)
 - ii)
 - iii)
 - iv)

Yours faithfully

Signature_____

Designation

Name of Partner/Director of the firm authorized to sign or name of the person having power of attorney to sign the contract (Certified true copy of Power of Attorney should be attached)

Signature and address of the witness

- a) Signature :
Name :
Address :
- b) Signature :
Name :
Address :

SECTION - 2
CONDITIONS OF CONTRACT

2.1 DEFINITION OF TERMS

“Contract” means the documents forming the tender and the acceptance thereof and the formal agreement executed between National Law Institute University, Bhopal, and the contractor, together with the documents referred therein including these conditions, the specifications, and instructions issued from time to time by the University and all these documents taken together shall be deemed to form one contract and shall be complementary to one another. Drawings shall be prepared and taken the approval by the contractor from the University.

In constructing these conditions of the Contract and the annexed Technical Specifications and Commercial Terms, the following words shall have the meanings herein assigned to them unless there is something in the subject or context inconsistent with such construction.

a) University/Purchaser/Company

The ‘University/Purchaser/Company’ shall mean The University, NLIU, Bhopal

b) Tender

The Tender shall mean the tender submitted by the tenderer for acceptance by the Purchaser.

d) Sub contractor

The Sub contractor shall mean the person or company named in the contract for any part of the work or any person to whom any part of the contract has been sub-let by the contractor with the consent in writing of the Purchaser and shall include his heirs, executors, administrators, representatives, and assignees approved by the Purchaser.

e) Contractor/supplier

The Contractor/Supplier shall mean the person or company whose tender is accepted by the Purchaser and shall be deemed to include the successors, heirs, executors, administrators, representatives and assignees approved by the Purchaser.

f) Inspector

The Inspector shall mean any person or persons nominated by the Purchaser to inspect works or stores under the contract.

g) The Goods/Items

The Goods/Items means all the equipments, machinery and/or other materials, which the supplier is required to supply to the purchaser under the tenderer.

h) Contract

The Contract shall mean and include the Notice Inviting Tender, Conditions of Contract, Technical Specifications, Commercial terms, Technical data, Schedule, Drawings, Tender offer of the Tenderer with covering letter if any, Letter of Acceptance of the Purchaser, Schedule of Quantities, Prices, the Final General Conditions, any Special conditions applying to the particular contract specifications and drawings, subsequent Amendments mutually agreed upon, and the Agreement to be entered in to under these Conditions of Contract.

i) Contract Price

‘The Contract Price means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations.

j) Services

‘Services’ means services ancillary to the supply such as transportation and insurance, and other incidental services, such as installation, commissioning, provision of technical assistance, training and other such obligations of the Supplier covered under the Contract.

k) Specifications

The Specifications shall mean the specifications annexed to or issued with these General Conditions and the Schedules and Drawings attached thereto if any.

l) Site

The site shall mean the actual place or places to which the item is to be delivered or where work is to be done by the contractor, together with the area surrounding the said places or place as the contractor shall with the consent of the Purchaser actually use in connection with the works, and shall include where applicable the lands and buildings upon or in which the works are to be executed.

m) Tests on Completion

Tests on Completion shall mean such tests which are to be made by the Tenderer before the Works are taken over by the Purchaser as are provided in the Contract and such other tests as may be agreed upon between the Purchaser and the Tenderer. The cost of tests shall be borne by the contractor.

n) Commercial Use

Commercial use shall mean the use of the work or works, that the Tenderer contemplates or of which it is to be commercially capable.

o) Dimensions

Dimensions shall mean the extent of a line, area, and volume. All dimensions shall be given in the metric system i.e. for length measurement in kilometers, meters, or millimeters, surface measurement in square meters, volume measurement in cubic meters, etc.

p) Weight

Weight of a body shall mean the measure of the force of gravity on the body. It shall be given in metric units i.e. in tons (1 ton = 1000 Kg.), kilograms, grams, and milligrams.

q) Time

Time shall be reckoned in months, days, and hours, and the month shall mean a calendar month.

r) Letter of Intent/Letter of Acceptance

Letter of Intent/Acceptance shall mean the Purchaser's letter to the tenderer conveying his acceptance of the tender subject to such reservations as may have been started therein.

s) Writing

The writing shall include any manuscript, typewritten or printed statement, under or over signature or seal, as the case may be.

t) Person

A word importing person shall include firms, companies, corporations, and associations or bodies of individuals whether incorporated or not. A word importing the singular only shall also include the plural and vice versa where the context requires. Terms and expressions not herein defined shall have the same meanings as are assigned to them in the Indian Sale of Goods Act (Act No. III of 1930) failing that in the Indian Contract Act (Act IX of 1872) and failing that the General Clauses Act 1987.

2.2 INSPECTION OF SITE

The tenderer or his representative shall be deemed to have inspected and examined the site and surroundings before submitting his tender and shall obtain the necessary information as to risks, contingencies, and other circumstances which may influence or affect his tender. Whether a tenderer visits the site or not, it will be assumed that a tenderer who submits his tender is fully aware of the site conditions and difficulties in erecting the work, and no claims under this account will be entertained by the Purchaser at any future date

2.3 QUANTUM OF WORK

Variations in the quantities put to tender will not be the basis of any claim or disputes. The rates agreed by the tenderer shall hold good for any amount of variation in the quantities and no claims whatsoever will be entertained on this amount. The tenderer shall carry out all works as directed by the purchaser at the same agreed rates.

2.4 CONTRACT

A formal agreement shall be entered into by the tenderer with the Purchaser for the proper fulfillment of the contract within 15 days of receipt of the Letter of Acceptance in the prescribed format of the company.

2.5 APPLICATION

These general conditions shall apply to an extent that they are not superseded by provisions in other parts of the Contract.

2.6 STANDARDS

The items and services supplied under this Contract shall conform to the standards mentioned in the Technical Specifications and when no applicable standard is mentioned to the latest current edition or revision of the relevant Indian Standards and Codes.

2.7 SECURITY DEPOSIT (5% as Initial Security Deposit of the contract value)

If the contractor is called upon by the Purchaser to deposit 'Security' of 5% of the contract value (inclusive of EMD) and the contractor fails to provide the security within the period specified, such failure shall constitute a breach of the contract and the purchaser shall be entitled to make other arrangements for the repurchase of the stores contracted for at the risk and expense of the contractor and/or to recover from the contractor damages arising from such cancellation. No claim shall lie against the Purchaser either in respect of interest if any due on the security deposit or depreciation in value.

2.8 SUB-LETTING OF CONTRACT

The contractor shall not, without the consent in writing of the Purchaser/Consultants which shall not be unreasonably withheld, assign or sub-let his contract or any substantial part thereof, other than for raw materials, for minor details, or for any part of the works of which makers are named in the contract, provided that any such consent shall not relieve the contractor from any obligation, duty or responsibility under the Contract.

2.9 TIME SCHEDULE AND DRAWINGS

The tenderer shall deliver to the Purchaser a detailed time schedule covering the various phases involved e.g. shop drawing, procurement, manufacture, assembly, inspection, test, delivery, etc. Within 15 days of acceptance of the order by the tenderer. The tenderer shall submit 4 copies of the foundation's drawings/ fabrication drawings for approval within 15 days from the award of the Contract.

2.10 MISTAKES IN DRAWING

The contractor shall be responsible for any discrepancies, errors, or omissions in the drawings and other particulars supplied by him, whether such particulars and drawings have been approved by the Purchaser or not. The tenderer shall pay for any extra cost due to any alteration of the works necessitated by reason of any discrepancy, error, or omission in the drawings and particulars supplied by the tenderer.

2.11 PROTECTION OF WORKS AND PROPERTY

The contractor shall continuously maintain adequate protection, of all his work from damage and shall protect the University properties from injury or loss arising in connection with the contract. He shall make good any such damage, injury, or loss due to his fault or negligence except which are due to causes beyond his control.

2.12 QUALITY OF MATERIALS, WORKMANSHIP & TEST

i) All materials and workmanship shall be best of the respective kinds described in the contract and in accordance with University instructions and shall be subject from time to time to such tests as the University may direct at the place of manufacture or fabrication or on the site or an approved testing laboratory. The contractor shall provide such assistance, instruments, machinery, labor, and materials as are normally required for examining, measuring, sampling, and testing any material or part of the work before incorporation in the work for testing as may be selected and required by the University.

ii) Samples

All samples of adequate numbers, size, shades & patterns as per specifications shall be supplied by the contractor without any extra charges. If certain items proposed to be used are of such nature that samples cannot be presented or prepared at the site, a detailed literature/test certificate of the same shall be provided to the satisfaction of the University. Before submitting the sample/literature the contractor shall satisfy himself that the material/equipment for which he is submitting the samples/literature meets the requirement of the tender specification. Only when the samples are approved in writing by University the contractor shall proceed with the procurement and installation of the particular material/equipment. The approved samples shall be signed by the University for Identification and shall be kept on record at the site office until the completion of the work for inspection/comparison at any time. The University shall take a reasonable time to approve the sample. Any delay that might occur in approving the samples for reasons of its not meeting the specifications of other

discrepancies, inadequacy in furnishing samples of best qualities from various manufacturers and such other aspects causing delay on the approval of the materials/equipment, etc shall be to the account of the contractor.

iii) Cost of Tests

- a) Test provided for in the specifications or BOQ: The cost of test and material for testing shall be borne by the Contractor and the test shall be carried out in the manufacturer's works or if need be in a test facility/ laboratory approved by the University.
- b) Test not provided for in the Specifications or BOQ: If any test is ordered by the University which is either to be carried out by an independent person at any place other than the site or the place of manufacture or fabrication of the materials tested or any Government/approved laboratory, then the cost of such test shall be borne by the contractor.

2.13 OBTAINING INFORMATION RELATED TO EXECUTION OF WORK

No claim by the contractor for additional payment shall be entertained which is consequent upon failure on his part to obtain correct information as to any matter affecting the execution of the work nor any misunderstanding or the obtaining incorrect information or the failure to obtain correct information relieve him from any risks or from the entire responsibility for the fulfilment of contract.

2.14 VIRTUAL COMPLETION CERTIFICATE (VCC)

On successful completion of entire works covered by the contract to the full satisfaction of University, the contractor shall ensure that the following works have been completed to the satisfaction of the University.

- a) Clear the site of all scaffolding, wiring, pipes, surplus materials, contractor's labour, equipment and machinery.
- b) Demolish, dismantle and remove the contractor's site office, temporary works, structures including labour sheds/camps and constructions and other items and things whatsoever brought upon or erected at the site or any land allotted to the contractor by the University and not incorporated in the permanent works.
- c) Remove all rubbish, debris etc from the site and the land allotted to the contractor by the University and shall clear, level and dress, compact the site as required by the University.
- d) Shall put the University in undisputed custody and possession of the site and all land allotted by the University.
- e) Shall hand over the work in a peaceful manner to University.
- f) All defects/imperfections have been attended to and rectified as pointed out by University to the full Satisfaction of University.

Upon the satisfactory fulfilment by the contractor as stated above, the contractor shall be entitled to apply to the University for the Certificate. If the University is satisfied of the completion of the work, related to which the completion certificate has been sought.

Virtual Completion shall be considered the date of receipt of Lift License.

2.15 WARRANTY/GUARANTEE

The work and items shall be of the best quality and workmanship and shall comply with particulars of the contract and in all respect shall be to the satisfaction of the Inspector and the Purchaser. Whether or not the items have been installed under his supervision, the Tenderer shall give the following warranty/guarantee in respect of work to be supplied by him. For a period of 12 months after the complete material has been provisionally accepted, the contractor shall be responsible for any defects that may be discovered therein notwithstanding that such defects could have been discovered at the time of inspection or any defects therein are found to have developed under proper use, arising from faulty materials or workmanship or fails to fulfil the performance guarantee or other requirement of the contract and the contractor shall remedy all such defects as aforesaid at his own cost. The Purchaser shall state in writing in what respect the goods are faulty and further if in the opinion of the Purchaser the defects are of such a nature that it is necessary to replace or renew any defective stores, such replacement or renewal shall be made by contractor forthwith without any extra costs to the Purchaser provided notice informing the contractor of the defects is given by the Purchaser within the period of 12 months from the date of provisional acceptance. The decision of the Purchaser, notwithstanding any prior approval or acceptance of the Inspector as to whether or not the stores delivered are defective or any defect has developed within the said period of twelve months or as to whether the nature of defects requires renewal or replacement shall be final, conclusive and binding on the contractor. For the item replaced the contractor shall give guarantee for another 6 (six) months.

Should the Contractor fail to rectify such defects to the full satisfaction of the Purchaser within a reasonable time, the Purchaser may reject and replace at the cost of the contractor the whole or any part of the work as the case may be which is defective or fails to fulfil the requirements of the contract. Such replacement at the cost of the contractor shall be carried out by the Purchaser within a reasonable time with items of the same particulars or when the item conforming to the stipulated particulars are, in the opinion of the Purchaser, not readily procurable, such opinion being final, then with the nearest substitutes. In the event of such rejection, the Purchaser shall be entitled to use the work in a reasonable manner for a time reasonably sufficient to enable him to obtain replacement as herein before provided. The Purchaser may engage any other party for carrying out such replacements.

2.16 PAYMENT TERMS

Payment will be made as per the following Terms: -

i. 95% of contract price shall be paid on successful installation and commissioning subject to the clause 2.17 liquidated damages.

ii. Remaining 5% of the contract price shall be retained as 'Retention Money' till completion of Warranty/Guarantee obligation. However, if the contractor so requests, the retention money may be released on issue of a provisional acceptance certificate after the completion of the defect liability period i.e 12 months and the EMD amount shall be merged in the retention money.

2.17 LIQUIDATED DAMAGES FOR LATE DELIVERY

If the contractor fails to fulfil his contractual obligation within the time fixed, he shall be liable at the discretion of the Purchaser to unconditional and agreed liquidated damages of 1% (one percent) of contract value per week or part thereof reckoned on the contract value based on the final bill. The tenderer liability for delay shall not, in any case, exceed 10% (ten percent) of the total contract value on accrual of which the client may rescind the contract.

2.18 INSPECTION AND REJECTION

The stores shall be rendered by the contractor for inspection at such places as may be specified by the Inspector, at the contractor's own risk, expenses and costs and shall lie at such places of inspection at the risk of the contractor and the stores will be subjected to inspection and test as may be considered necessary by the Inspector and his decision as regards rejection of goods shall be final and binding on the contractor.

2.19 DEDUCTIONS FROM CONTRACT PRICE

All costs, damages or expenses with the Purchaser may have paid for which under the contract the contractor is liable, may be deducted by the Purchaser from any money due or becoming due to the contractor from the Purchaser under this contract or may be recovered by the action of law or otherwise from the contractor.

2.20 TIME OF COMPLETION AND FORCE MAJEURE

Should progress or work be delayed by strikes, lockouts, fire, accidents, acts of God, or any cause whatsoever beyond the reasonable control of the tenderer, a reasonable extension of time shall be granted. Should one or both parties be prevented from fulfilling their contractual obligations by a state of force majeure lasting continuously for a period of at least one month, the two parties shall consult each other regarding the further implementation of the contract with the profession that if on the mutually satisfactory arrangement is arrived at within a period of one month from the expiry of the one month referred to above, the contract shall be deemed to have expired at the end of the said one month referred to above. The above-mentioned contract will imply that both parties have the obligations to reach agreement regarding the winding up and financial settlement of the contract.

2.21 DEATH, BANKRUPTCY, ETC.,

If the contractor shall die or dissolve or go into bankruptcy, or being a corporation cause to be wound up except for reconstruction purposes or carry on its business under a receiver, the executors, successors or other representatives in the law of the tenderer or any such receiver liquidator, or any person in whom the contract may become vested, shall forthwith give notice thereof in writing to the Purchaser and shall remain liable for the successful performance of the contract, and nothing aforesaid shall be deemed to relieve the contractor or his successors of his or their obligations under the contract under any circumstances. The Contract may be terminated by the Purchaser by notice in writing to the contractor.

2.22 FAILURE AND TERMINATION

If the contractor fails to deliver the stores or any instalment thereof within the period fixed for such delivery or at any time repudiates the contract before the expiry of such period, the Purchaser may without prejudice to the right of the Purchaser to recover damages for breach of the contract.

Purchase or authorize the purchase elsewhere without notice to the contractor, on the account and at the risk of the contractor of the stores not so delivered or others of a similar description (where stores exactly complying with particulars are not in the opinion of the Purchaser, which shall be final, readily procurable) without cancelling the contract in respect of the instalments not yet due for delivery, or

Cancel the contract or a portion thereof and if so desired purchase or authorize the purchase of the stores not so delivered or other of a similar description (where stores exactly complying with particulars are not in the opinion of the Purchaser, which shall be final, readily procurable) at the risk and cost of the contractor, if the contractor had defaulted in the performance of the original contract, the Purchaser shall have the right to ignore his tender for risk purchase even though the lowest.

Where the action is taken under sub-clause (i) or sub-clause (ii) above, the contractor shall be liable for any loss which the Purchaser may sustain on that account provided the Purchase or, if there is an agreement to purchase, such agreement is made, in case of failure to deliver the stores within the period fixed for such delivery within two months from the date of such failure and in case of repudiation of the contract before the expiry of the aforesaid period of delivery, within two months from the date of cancellation of the contract. The tenderer shall not be entitled to any gain on such purchase and the manner and method of such purchase shall be in the entire discretion of the Purchaser. It shall not be necessary for the Purchaser to serve a notice of such purchase on the contractor.

2.23 ARBITRATION

2.23.1 All dispute or difference whatsoever arising between the parties out of or relating to the construction, meaning and operation or effect of this contract or the breach thereof shall be settled by the sole Arbitrator appointed by the Director of the Purchaser and the award of such Arbitrator shall be final and conclusive and binding on all parties to the contract.

2.23.2 The contractor shall not in any way delay or default or cause to delay or default the carrying out of the works by reasons of the fact that any matter has been agreed to be referred to and/or referred to Arbitration.

2.23.3 The seat of Arbitration shall be Bhopal and only the appropriate court coming under the District Court of Bhopal will have jurisdiction to entertain all matters of litigation to the exclusion of all other courts.

2.24 AMENDMENTS

No variation to the contract shall be valid unless made in writing and duly signed by both parties. The Purchaser shall not, in the absence of written acceptance, be bound by any provision in the tenderer's quotation, offers, a form of acknowledgment of the contract, invoices, packing lists and other documents which purport to impose Any condition at variance with or supplemental to the Contract.

2.25 LAW GOVERNING THE CONTRACT

This Contract shall be governed by the laws of India for the time being in force. The marking of all stores supplied must comply with the requirements of Indian Acts relating to Merchandise marks and all the rules under such acts.

2.26 EXERCISING THE RIGHTS AND POWERS OF THE PURCHASER

All the rights and discretions and powers of the Purchaser under the tenderer shall be exercisable by and all notices on behalf of the Purchaser shall be given by the Director or any person or persons authorized to enter into contracts on behalf of the Purchaser and any references to the opinion of the Purchaser in the terms and conditions contained in the contract shall mean and be construed as a reference to the opinion of any of the persons mentioned in the clause.

2.27 NOTICES

2.27.1 Any notice to be given to the contractor under the terms of the contract shall be served by sending the same by post, fax or leaving the same at the contractor's principal place of business (or in the event of the contractor being a company to or at its registered office) or at the site.

2.27.2 Any notice to be given to the Purchaser under the terms of the contract shall be served by sending the same by post to or leaving the same at the Purchaser's last known address.

2.28 SECRECY

The contractor shall not at any time during the pendency of the contract or thereafter disclose any information furnished to them by the Purchaser or any reports and other documents and information prepared by the contractor for this contract, without the prior written approval of the Purchaser except in so far as such disclosure is necessary for the performance of the contractor's work and service hereunder.

2.29 JURISDICTION

Any legal dispute arising out of or in any way connected with this contract shall be deemed to have arisen at site and shall be settled in the court of competent jurisdiction located at Bhopal.

2.30 PERFORMANCE TESTS AND PROVISIONAL ACCEPTANCE

On completion of the work, the Purchaser will carry out performance tests on the items supplied by the contractor, in the presence of the contractor on

On the completion of a satisfactory start-up operation, the Purchaser will proceed with the performance tests. The duration of the performance test shall be one (1) month.

On successful completion of the performance test, the Purchaser will issue the Provisional acceptance certificate to the tenderer if the system fails to qualify for the performance test, the duration will be extended for one month from the date of failure of the system and if the contractor is unable to prove the performance within this period the University shall have the right to procure similar equipment from another source at the risk and cost of the contractor.

The final acceptance certificate will be issued on successful completion of the Warranty/Guarantee period

2.31 ACCIDENT OR INJURY TO WORKMEN

The contractor shall be solely liable for any accident or injury that may happen to any of his personnel engaged in connection with the erection work according to the Contract. The Purchaser shall not be liable for, or in respect of, any damage or compensation payable at law in respect of, or in consequence of, any accident or injury to any person in the employment of the tenderer and the tenderer shall indemnify and keep indemnified the Purchaser against all such claims, damages, compensations and proceedings.

The contractor is the employer of all workers engaged for this work and should therefore take all required registrations, insurance cover etc. and pay premium correctly to labour welfare funds constituted by the Union Government and Government of Kerala from time to time.

2.32 COMPLIANCE WITH STATUTORY AND OTHER REGULATIONS

The contractor shall, in all matters arising in the performance of the Contract, conform at his own expense with the provisions of all central or state statutes, ordinances or laws and the rules, regulations, or by laws of any local or other duly constituted authority and shall keep the Purchaser indemnified against all penalties and liabilities of every kind for breach of any such statute, ordinance, law, rule regulations or bye-law. The contractor shall give all notices and pay all fees and taxes required to be given or paid under any central or state statutes, ordinances or other laws or any regulations including GST regulation or bye-laws of any local or other duly constituted authority in relation to the erection work.

2.33 LABOUR RULES

2.34.1 Provisions of Contract Labour Act: In respect of all labour, directly or indirectly, employed by the tenderer for the erection work, the tenderer shall comply with the provisions of the Contract labour (Regulation and Abolition) Act 1970 or any amendment thereof, all legislation and rules of the state and/or Central Government or other local authority, framed from time to time governing the protection of health, sanitary arrangements, wages, welfare and safety for labour employed on the erection work. The rules and other statutory obligations with regard to fair wages, welfare and safety measures, maintenance of registers, etc. will be deemed to be part of the Contract.

2.33.2 Provisions of Minimum Wages and Payment of Wages Act: The contractor shall comply with the provision of the Minimum Wages Act, 1948, and the Payment of Wages Act, 1936, and any amendment thereof in respect of all employees employed by him for the purpose of carrying out the erection work. The contractor shall supply to the purchaser any labour required to work wholly or partly under the direct order and control of the Purchaser, whether in connection with any work being executed by the contractor or otherwise for the purpose of the Purchaser and such labour shall for the purpose of this clause still be deemed to be persons employed by the contractor. If any money shall, result of any claim or application made under the said Acts, be directed to be paid by the Purchaser, such money shall be deemed to be money payable to the Purchaser by the contractor, and on failure by the contractor to repay the Purchaser, any money paid by the Purchaser as aforesaid, within seven days after the same shall have been demanded from the contractor, the Purchaser shall be entitled to recover the same from any money due or accruing to the contractor under this or any other contract with the Purchaser. In the event of the retrenchment of workers by the contractor or subcontractors employed by the contractor during or after the completion of work, the retrenchment compensation and other benefits will be paid by the tenderer to the workers as per the Industrial Disputes Act.

2.34 DAMAGE TO PERSONS OR PROPERTY

The contractor shall indemnify and keep indemnified the Purchaser against all losses and claims for injuries or damages to any property whatever which may arise out of or in consequence of the work at site carried out by the contractor and against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect thereof or in relation thereto.

2.35 WORK IN OR AROUND AN OPERATING PLANT

When the work is being carried out in or around an operating plant, where the plant must run uninterrupted, the contractor shall only work at specified places and times as mutually arranged between the contractor and the Purchaser. The contractor shall take sufficient care in moving his construction/erection plant and equipment from one place to another in an operating plant so that they may not cause any damage to the property of the Purchaser, like roads, overhead and underground cables, pipes and/or any other service or equipment or building, and, in the event of the contractor's failure to do so, the cost of such damages, including eventual loss of working hours as estimated by the Purchaser, is to be borne by the contractor.

2.36 STATUTORY APPROVAL

The contractor shall, on behalf of University, obtain statutory approvals including preliminary and prior approvals if any from local authorities, factory, inspector, pollution control board, Electrical Inspectorate/ CESC, etc. The Contractor shall get the approval and safety certificate from the Inspectorate after Completion of the work prior and before energization. The Contractor shall be responsible for obtaining necessary certificates, drawings, etc, required to be submitted to statutory bodies, from competent and licensed authorities. Nothing, other than the quoted rate shall be paid extra for obtaining statutory approval. However statutory fee paid to this effect shall be reimbursed on the production of documentary evidence.

SECTION – 3

TECHNICAL SPECIFICATION

1.0 SCOPE OF WORK

1.1 Sealed Tenders are invited by University for supply, erection, testing & commissioning of Passengers lift, for general utility for (-10- passengers) for Convention Centre of NLIU Bhopal & providing all inclusive service including all spares during defect liability period from the date of handing over the lift installation to the University. Work also includes obtaining all necessary statutory clearances, all related civil work, and Electrical work like modification in doorway size, provision of the floor in lift car, painting of lift well walls complete in all respect.

1.2 The machinery and equipment shall be of proven design and capable of actual field operation for the desired materials without any difficulty or problem whatsoever. As such, the quality of the materials used and the performance of the equipment in compliance with this specification shall be the responsibility of the successful tenderer.

2.0 PROCESS REQUIREMENTS

2.1 The process requirement of each piece of equipment is given in the datasheet separately.

3.0 DIMENSIONS AND LEVELS

All dimensions and levels shall be verified by the contractor on the site and he will be held responsible for the accuracy and maintenance of all the dimensions and the levels. In case of discrepancy, the contractor shall ask for clarification from University before proceeding with the work.

4.0 CONSTRUCTION RECORDS

The contractor shall keep and provide to University full and accurate records of the dimensions and positions of all new work and any other information necessary to prepare complete drawings recording details of the work as constructed.

5.0 SAFETY OF ADJACENT STRUCTURES AND TREES

The contractor shall provide and erect to the approval of University such supports as may be required to protect effectively all structures and protective guards to trees which may be endangered by the execution of the works or otherwise take such permanent measures as may be required by the University to protect the trees and structures.

6.0 TEMPORARY WORKS

Before any temporary works are commenced the contractor shall submit at least 7 days in advance to University for approval of complete drawings of all temporary works he may require for the execution of the works. The contractor shall carry out the modifications relating to strength, if required by University may require in accordance with the conditions of the contract at his own cost. The contractor shall be solely responsible for the stability and safety of all temporary works and unfinished works and for the quality of the permanent works resulting from the arrangement eventually adopted for their execution.

7.0 LIGHTING OF WORKS

The contractor shall at all times provide adequate and approved lighting as required for the proper execution and supervision and inspection of work.

8.0 FIRE FIGHTING ARRANGEMENT

8.1 The contractor shall provide a suitable arrangement for fire fighting at his own cost. For this purpose, he shall provide a requisite number of fire extinguishers and an adequate number of buckets, some of which are to be always kept filled with sand and some with water. This equipment shall be provided at suitable prominent and easily accessible places and shall be properly maintained.

8.2 Any deficiency in the fire safety or unsafe conditions shall be corrected by the contractor at his own cost and with the approval of the relevant authorities. The contractor shall make the following arrangements at his own cost but not limited to the following:

- 8.2.1 Proper handling, storage, and disposal of combustible materials and waste.
- 8.2.2 Work operations that can create fire hazards.

- 8.2.3 Access for firefighting equipment
- 8.2.4 Type, number and location of containers for the removal of surplus materials and rubbish.
- 8.2.5 Type, size, number and location of the fire extinguishers or other firefighting equipment.
- 8.2.6 General housekeeping

9.0 TEMPORARY FENCING/BARRICADING

The contractor shall provide and maintain a suitable temporary fencing/barricading and gate at his cost to adequately enclose all boundaries of the site for the protection of the public and for the proper execution and security of the work and in accordance with the requirement of the premises and regulations of local authorities. These shall be altered, relocated, and adopted from time to time as necessary and removed on completion of the work.

10.0 DISPOSAL OF REFUSE

The contractor shall cart away all debris, refuse, etc arising from the work from the site and deposit the same as directed by University at his own cost. It is the responsibility of the contractor to obtain from the local authorities concerned to the effect that all rubbish arising out of the contractor's activities at the construction site or any other off-site activities borrow pits has been properly disposed of.

11.0 CONTRACTOR TO VERIFY SITE MEASUREMENT

The contractor shall check and verify all site measurements whenever requested by other specialist contractors or other sub contractors to enable them to prepare their own shop drawings and pass on the information with sufficient promptness as will not in any way delay the works.

12.0 PROCUREMENT OF MATERIALS

The contractor shall make his own arrangements to procure all the required materials for the work. All wastages and losses in weight shall be to the contractor's account.

13.0 EXCISE DUTY, TAXES, LEVIES ETC

The contractor shall pay and be responsible for payment of all taxes, including GST as applicable, duties, levies, royalties, fees, cess, or charges in respect of the works including but not limited to GST, works contract tax, excise duty, and octroi, payable in respect of materials, equipment plant and other things required for the contractor. All of the aforesaid taxes, duties, levies, fees, and charges shall be to the contractor's account and University shall not be required to pay any additional or extra amount on this account. Variation of taxes, duties, fees, levies, etc if any, till completion of work shall be deemed to be included in the quoted rates and no extra amount on this account will, in any case, be entertained. If a new tax or duty or levy or cess or royalty or octroi is imposed under a statute or law during the currency of contract the same shall be borne by the contractor.

14.0 ACCEPTANCE OF TENDER

University shall have the right to reject any or all tenders without assigning any reason. They are not bound to accept the lowest or any tender and the tenderer or tenderers shall have no right to question the acts of the University. However adequate transparency would be maintained by University.

15.0 GOVERNMENT AND LOCAL RULES

15.1 The contractor shall conform to the provisions of all local Bye-laws and Acts relating to the work and to the Regulations etc of the Government and Local Authorities and of any company with whose system the structure is proposed to be connected. The contractor shall give all notices required by said Act, Rules, Regulations and Bye-laws etc and pay all fees payable to such authority/authorities for the execution of the work involved. The cost, if any, shall be deemed to have been included in his quoted rates, taking into account all liabilities for licenses, fees for footpath encroachment and restorations etc and shall indemnify University against such liabilities and shall defend all actions arising from such claims or liabilities

15.2 Tools, Storage of Materials, Protective Works and Site Office Requirements

15.2.1 The contractor shall provide, fix up and maintain in an approved position proper office accommodation for the contractor's representative and staff which offices shall be open at all reasonable hours to receive instruction notices or communications and for storage of tools, etc and clear away the same on completion of the works and make good all work disturbed.

15.2.2 Approved drawings and wiring diagrams should be on display at the site carefully mounted on boards/frames of appropriate size and suitably laminated. They are to be protected from ravages of termites, ants, and other insects and made available to the bank for inspection or such other purposes they may require.

15.2.3 The contractor shall provide at his own cost all artificial light required to complete the work within the specified time.

15.2.4 If required, the contractor shall provide a suitable temporary hut for the watchmen and clear away the same when no longer required and provide all necessary attendance, lights etc required.

15.2.5 Every precaution shall be taken by the contractor to prevent the breeding of mosquitoes on the works during the construction, and all receptacles, cisterns, water tanks etc used for the storage of water must be suitably protected against the breeding of mosquitoes. The contractor shall indemnify the University against any breach of rules in respect of anti-malarial measures.

15.2.5 The contractor shall not fix or place any placards or advertisement of any description or permit the same to be fixed or placed or upon any boarding gantry, building structures other than those approved by University.

15.3 Protective Measures:

15.3.1 The contractor from time to time of being placed in possession of the site must make suitable arrangements for watching, lighting and protecting the work, the site and surrounding property by day, by night, on Sundays and other holidays.

15.3.2 Contractor shall indemnify the University against any possible damage to the building, roads, or members of the public in course of execution of the work.

15.3.3 The contractor shall provide necessary temporary enclosures, gates, entrances etc for the protection of the work and materials and for altering and adopting the same as may be required and removing on completion of the works and making good all works disturbed.

15.4 Storage of Materials:

15.4.1 As regards storage of lift material, University shall provide space covered on the top. Contractor will have to make necessary arrangements as required for temporary barricading on sides. Watch and ward for the safety of material will have to be arranged by the contractor.

15.5 Tools:

15.5.1 All measuring tapes shall be of steel. Suitable scaffolding and ladders that may be required for safe working and taking measurements shall be supplied by the contractor.

15.5.2 The head of workmen at the site and the supervisors on the works shall always carry with them one meter or two-meter steel tape, a measuring tape of 30 meters, a spirit level, a plumb bob and a square and shall check the work to see that the work is being done according to the drawing and specifications. Lift workmen head and Supervisors shall also carry one test lamp with leads and one neon tester and necessary working instruments. The Site Engineer will use any or all measuring instruments or tools belonging to the contractors as he chooses for checking the works executed or being executed on the contract.

15.5.3 The contractor should cover in his rates for making provisions for all reasonable facilities for the use of his scaffolding, tools and plant etc by nominated sub-contractors for their work.

16.0 STANDARDS

3.1 The design, manufacture and testing of the equipments and accessories shall comply with the relevant IS standards.

IS: 14665 Electric Traction Lifts

IS: 4289 Flexible Cable for Lifts

Generally, the following IS specification shall be applicable to the supply.

IS: 226 Structural steel (Standard quality)

IS: 2062 Structural steel (Fusion welding quality)

IS: 1239 Mild Steel Tubes

IS: 1367 Technical supply conditions for threaded fasteners

IS: 823 Manual Metal Arc Welding for Mild Steel

IS: 1477 (Part I and II) Painting of Ferro metals Pre-treatment, Painting

IS: 814 Covered Electrodes for Metal Arc Welding

17.0 DATA SHEETS

1	Type of Elevator & Quantity	Passenger LIFT -1-no G+3, Gearless Elevator
2	Capacity	680 Kg (Minimum), 10 persons (Minimum) & one dumb weight
3	Speed	1.00 m/sec
4	Serving Floors	Ground Floor, First floor, second floor, terrace Floor (as applicable)
5	Travel in meters (Rise)	16 M, 12M (Approx)
6	Stops, Landing & Opening	4 stops & 4 Openings, in same side
7	Machine	Gearless traction machine with electromagnetic brake placed in hoist way on top.
8	Control system	Micro-processor-based control with variable voltage variable frequency technology.
9	Well Size	1950mm Wide X 2750mm,
10	Pit Depth	1350mm
11	Head Room	6500mm
12	Power Supply	415 V three phase 50Hz AC
13	Auxiliary Power Supply	230 V 50Hz AC
14	Clear Opening	2050mm Wide X 2100mm High
15	Operation	Simplex full collective
16	Car Enclosure	SS Hairline Finish on all the four sides
17	Flooring	Antiskid PVC flooring.
18	Number of Entrance	Entrance at front side on all the serving floors (All Stops opening on the same side).
19	Car & Hoist way Entrance(landing) Doors	SS Hairline finish with Centre opening automatic doors.
20	Safety Feature	(i) All safety feature required as per IS/ International Standards. (ii) Additional features. (a) Reverse phase relay on controller. (b) Single Phasing power supply protection. (c) Overload warning indicator on car (visual and audio) (d) Fireman's switch (e) Battery operated alarm bell & emergency light with battery (f) Infra red rays sensing device along the edge of the car door for full height.
21	Signals	(a) LED Hall buttons /landing call registered indicator at all landings (b) Digital car position indicator in car and at all landings. (c) Up/Down pre-announcing indicator at all landings. (d) Integral car operating panel with aesthetic luminous (e) Annunciation in car
22	Fixtures (in car)	(a) Mirror finish stainless steel ceiling. (b) Concealed decorative luminaries with LED lamps complete with housing, reflector and accessories. (c) Axial pressure fan suitable design to suit the ceiling. (d) Hand rails on 3 sides
23	Intercom(in car)	Suitable to hook to Convention Centre, NLIU, BHOPAL
24	Automatic Rescue Device	Solid state battery operated device to automatically rescue passengers trapped in the elevator car in between floors in the event of power failure.
25	Manual Rescue Device	Manual rescue device shall also be provided so as to bring the elevator car to the nearest floor in the event of failure of battery operated automatic rescue device.
26	Fire Rated Door	Fire Rating of 60mins

17.1 CONTROLLER

The control system shall be of microprocessor controller type incorporating variable voltage variable frequency drive for elevators of 1.0 m/s speed. It shall be suitable for site programmability and shall have a field test mechanism for quick fault diagnosis. The elevator motor shall be fed through this controller for smooth & silent operation of the elevator.

17.2 ELEVATOR HOISTING MACHINE

Manufacturer's standard design/construction features are acceptable. The elevator hoisting machine shall be compact, energy efficient and proven in design. The hoisting machinery shall be the gearless type with 3 phase AC motor. The drive shall be of variable voltage variable frequency type.

17.3 MOTOR

The elevator hoisting motor shall be as per manufacturer's selection. Motor shall be dynamically balanced and shall have high starting torque and low starting current, suitable for elevator duty and equipped with required protection. Motor shall be part of the drive unit.

17.4 INSTALLATION OF ELEVATOR HOISTING MACHINE

The required arrangement for the installation of the elevator hoisting machine shall be provided by the contractor.

17.5 GUIDE

Machined steel guides shall be provided for the car and counterweight. The guide rails shall have tongued and grooved joints, and sliding clips shall be used for fastening the guides to allow building settlement without distorting the guide. The flanges shall be mechanical for the fish plate mounting so that rail alignments at joints almost remain constant. To keep down the noise level and to reduce wear and tear of sections, only Nylon ribs shall be used in the guide shoes. However, initially cast-iron ribs shall be provided for smoothening of guide rails which shall later be replaced free of cost by Nylon ribs.

17.6 DRIVING MACHINE BRAKE

Electric elevator machine shall be equipped with brakes which shall be applied automatically by means of springs in compression only or by gravity when the operating device is in the 'off' position or in the event of power failure. The brake shall be designed to have a capacity sufficient to hold the car at rest with 125% of its rated load.

17.7 ROPES /FLAT BELTS

The elevator shall be provided with round standard steel wire ropes or flat belts having tensile strength not less than 12.5 ton/cm². Lubricants between the strands shall be designed to have a capacity sufficient hemp core.

17.8 LEVELING

Levelling with floors should be exact virtually independent of passenger load. This is to be achieved by self adaptive load compensation.

17.9 SELECTOR

Selector shall be as per OEM, however, selector shall be microprocessor-based.

17.10 CAR DETAILS

17.10.1 CAR FRAME

The car frame shall be made of structural steel of rigid construction to withstand without permanent deformation the operation of safety gear. The car shall be so mounted on the frame that vibration and noise transmitted to the passengers inside are minimized.

17.10.2 CAR PLATFORM

The car platform shall be framed in construction and designed on the basis of the rated load evenly distributed. The dimensions shall conform to IS - 14665 amended up to date unless otherwise specified. The flooring shall be finished with antiskid PVC material (sample shall be got approved).

17.10.1 CAR ROOF

The roof of the car shall be the solid type with extra supporting arrangement capable of taking a load of maintenance team (at least 140 Kg weight) and also have a fan and light fittings.

17.11 CAR DOOR & HOIST WAY DOOR OPERATORS

17.11.1. Each hoistway door shall be provided with an interlock which shall prevent movement of the car away from the landing unless the door is in the closed position as defined in IS codes.

17.11.2 Door system should have the following features:

- a) Reliable robust construction, electronically controlled closing and opening for trouble-free operation under adverse duty conditions.
- b) Door system interface compatible with modern micro-contactor control system for optimum performance.

Proven door safety devices for maximum safety of users.

17.12 SAFETY GEARS & GOVERNORS

Elevator shall be provided with car safety devices attached to the elevator car frame and placed beneath the car. The safety device shall be capable of stopping and sustaining the elevator car with a full rated load.

The elevator shall be provided with over speed monitoring & tripping safety device and its operation shall be independent of power.

The car safety is provided to stop the car whenever excessive descending speed is attained. The safety shall be operated by a centrifugal speed governor located at the top of the hoistway and connected to the governor through a continuous steel rope. The governor shall be provided with ropes in proper tension. Even after ropes stretch, suitable means shall be applied to cut off power from the motor and apply the brakes on applications of safety.

Temper proof infrared rays sensing device shall be provided throughout the height of the door or upto 1.8m above sill as per OEM to ensure the door reopens till the obstruction

17.13 COUNTER BALANCE

A suitable guided structural steel frame with appropriate filler weights shall be furnished to promote smooth and economical operation.

17.14 TERMINAL SWITCHES

Elevator shall be provided with proximity switches arranged to stop the car automatically within the limits of top car clearance and bottom run by over travel from any speed attained in normal operation. Such switches shall Act independently of the operating device, the ultimate or final limit switches, and the buffers. Proximity switches may be fitted in the elevator car or in the elevator well or in the machine room and such switches shall be brought into operation by the movement of the elevator car.

An automatic safety switch shall be provided to stop the machine should the chain, rope or another similar device mechanically connecting the stopping device to the car, fail.

17.15 ULTIMATE OR FINAL SWITCHES

Elevator shall be provided with ultimate or final switches arranged to stop the car automatically within the top and bottom clearance independently of the normal operating device and the terminal switches. Final switches shall act to prevent movement of the elevator car under power in both directions of travel and shall after operating remains open until the elevator car has been moved by a hand winding to a position within the limits of normal travel. All ultimate or final switches shall be of enclosed type and shall be securely mounted. The contacts of all switches shall be opened positively and mechanically by the movement of the elevator car.

17.16 TERMINAL BUFFERS

Heavy-duty spring Buffers/polythene rubber pads as per OEM to adhere to the latest safety parameters shall be installed as a means of stopping the car and counterweight at the extreme limits of travel. Buffers in the pit shall be mounted on steel channels, which shall extend between both the car and counter weight guide rails. Oil buffer as per OEM standard is acceptable.

17.17 OVER LOAD WARNING

Over load warning feature with audiovisual indication shall be provided (Visual indication shall show "Over Loaded" and a buzzer shall also operate). Car shall not move until the overload condition is removed.

A load plate giving the rated load and permissible maximum number of passengers should be fitted in each lift car in a conspicuous position.

17.18 EMERGENCY RESCUE DEVICE

17.18.1 AUTOMATIC EMERGENCY RESCUE DEVICE

Elevator system shall have an automatic battery-operated emergency rescue device to automatically rescue passengers trapped in the elevator car in between floors in the event of power failure having the following features: Automatic operation and immediate actions in the event of mains failure capable to move the elevator to the nearest landing, opens the doors automatically. Shall have sealed maintenance free battery backup of suitable size with automatic charging unit and auto change over the unit on mains failure. Message indicator in the elevator car.

17.18.2 MANUAL EMERGENCY RESCUE DEVICE

Manual emergency rescue device shall be provided to rescue the passengers trapped in the elevator car in the event of failure of a battery-operated automatic emergency rescue device. The elevator car stopped in between floors due to power failure shall be brought to the nearest landing by releasing the break by means of pulling the mechanical lever provided in the last landing. The standard constructional feature of OEM for this manual emergency rescue device is acceptable.

17.19 OPERATION

The elevator shall be operated in simplex mode (with/ without an attendant) and generally, the elevator shall be in automatic mode. However, a two-position key-operated switch marked to indicate "ATT" (Attended Operation) and "AUTO" (Automatic Mode) shall be provided. When the switch is in the position of "ATT" mode, the elevator shall be in attendant mode. It will connect the hall button pushes to the annunciate, provided in the car, to register the calls. In automatic mode, momentary pressure of the car button/ landing button will send/ bring the car to this landing and car will automatically stop.

Note

All accessories & fittings required for the operation of the equipment are to be supplied along with the equipment and its cost must be included in the quoted rate.

The civil/electrical-related work and the erection of the lift shall be done by the contractor.

17.20 TECHNICAL DATA TO BE FURNISHED

The Tenderer shall submit drawings showing all the design, operational features, major dimensions, details etc. The tenderer shall also submit a general arrangement drawing and layout showing the space requirement, details of platforms and structure. Structural supports provided shall be coated with two coats of epoxy-based zinc chromate primer and 2 coats of an epoxy painting of approved quality and shade as per the direction of the Purchaser/Consultant.

Specification and Technical Details to be furnished by Tenderer.

General Arrangement Drawing.

Foundation drawing for various units.

Overall dimensions of the system.

Discharge arrangements

Empty weight.

Safety devices provided.

Details of pumps.

Technical details as per the data sheet have to be furnished along with the tender.

Manufacturing and delivery schedule shall be indicated.

18.0 TIME OF COMPLETION

The whole work design, fabrication, erection, testing, commissioning and handing over shall be completed within a period not exceeding 04 months from the date of award of work order.

19.0 INSPECTION AND TESTING

19.1 The contractor shall conduct all tests required to ensure that the equipments and machineries furnished conforms to the requirements of the applicable codes. All tests and test procedures proposed by the manufacturer shall be submitted to the purchaser for approval. The Purchaser's representative shall be given full access to the shop in which the equipment is being manufactured or tested. The equipment shall be inspected by the purchaser and tests will be witnessed prior to acceptance. The Purchaser shall be notified well in advance for the purpose of general inspection and witnessing the tests. All the expenses for the tests shall be borne by the contractor.

19.2 All material used shall be new and of tested quality. The test certificate shall be made available to the purchaser. In case of non-availability of test certificates, material shall be tested by the Tenderer at his own cost, to establish the conformance of the relative standards.

19.3 The quality of fabrication work and welding shall be of the highest order in accordance with the requirements of Indian Standards.

20.0 PREFERRED MAKE OF BOUGHT OUT ITEM/MANUFACTURERS

The Tenderer has to specify, the make of materials he proposed to use and he has to produce the test certificate wherever required. Materials other than the specified brand or make if used Tenderer has to take prior approval

21.0 TERMS OF PERFORMANCE GUARANTEE

20.1 For the purpose of this guarantee, the performance of the equipment quoted shall be judged by the results obtained during test runs of thirty working days after commissioning. Procedures and techniques mutually acceptable to both parties shall be employed in evaluating the equipment performance. The Tenderer shall carry out any repairs/modifications required in case of any problem in meeting the performance standards.

20.2 The performance of the system as per the above requirement shall be guaranteed for a minimum period of 36 months from the date of provisional acceptance after proving the performance.

20.3 For Warranty/Guarantee Clause refer conditions of contract.

22. 0 GENERAL

22.1 The system of machines and equipments mentioned above is indicative only. The tenderers are advised to examine the feed materials and product requirements and quote for a suitable machine and equipment.

22.2 The Purchaser reserves the right to procure all the items specified in the tender or part thereof without assigning any reason.

SECTION – 4
FORMATS FOR EXECUTION OF CONTRACT

CONTRACT FORM

(ON NON - JUDICIAL MADHYA PRADESH GOVT. STAMP PAPER OF Rs.1000/-)

THIS AGREEMENT made inday of2022.... between(*Name of Purchaser*)

of(*Name of company & address of Purchaser*) (hereinafter “the purchaser”)
of the one part and(*Name of Supplier*) of.....

(*Name of company & address*) (hereinafter called “the Supplier”) of the other part :

WHEREAS the Purchaser invited bids for certain goods and ancillary services

viz,..... (*Brief Description of those Goods and Services*) and had accepted a bid by

the Supplier for the supply of these goods and Services for the sum of
(*Contract Price in Words and Figures*) (hereinafter called “Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

In this agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

The following documents shall be deemed to form and be read and constructed as part of this agreement, viz.:

The tender Document No..... submitted by the Supplier;

Price Schedule

Technical Specifications

Conditions of Contract

The Purchaser’s Notification of Award

In consideration of the payments made by the Purchaser to the supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the goods and services and to remedy defects therein conformity in all respects with the provisions of the Contract.

The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract. Brief particulars of the goods and services which shall be supplied/provided by the Supplier are as under:

.....

Sl.	Brief	Quantity to	Unit	Total
No.	Description	be supplied	price	price
Of items				

.....
.....

TOTAL VALUE:

DELIVERY SCHEDULE:

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written

Signed Sealed and Delivered by the

Said..... (for the Purchaser)

In the presence of

Signed, Sealed and Delivered by the

Said..... (For the Supplier)

In the presence of

SECURITY DEPOSIT CUM PERFORMANCE GUARANTEE FORM (ON NON-JUDICIAL STAMP PAPER OF Rs.150)

To :.....(Name of purchaser)

WHEREAS.....(Name of Supplier) hereinafter called "the Supplier") has undertaken in pursuance of Contract No..... dated.....20... to supply

..... (Description of goods and services) (hereinafter called "the Contract")

AND WHEREAS it has been stipulated by you in the said Contract that the Supplier shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with the supplier's contractual obligations including performance obligations in accordance with the Contract.

AND WHEREAS we (Name of University) have agreed to give the supplier a guarantee:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier, up to a total of(Amount of the Guarantee in words and Figures) And we undertake to pay you, upon your first written demand declaring the supplier to be in default(Amount of Guarantee) as aforesaid, without your needing to prove or to show grounds. or reasons for your demand or the sum specified therein. This guarantee is valid until theday of _____2022_____

Signature and Seal of Guarantors

Date:.....2022.....

Address:

.....
.....

FORM OF BANK GUARANTEE FOR ADVANCE PAYMENT (ON A NON-JUDICIAL STAMP PAPER OF Rs.500)

Bank Guarantee No.

Date:

In consideration of the (Hereinafter called 'the Purchaser') having agreed to grant an advance of Rs..... (Rupees Only) to M/s (Hereinafter called 'the Supplier') under the terms and conditions of contract/Purchase Order No..... dated made between the purchaser and the supplier for the design, supply, fabrication, transportation, erection and commissioning (herein after called the Contract/Purchase

Order) on production of a Bank Guarantee for Rs.....(Rupees.....only) being percent of the contract price. We (name of the bank

hereinafter called 'the Bank') do hereby undertake to pay the purchaser an amount not exceeding Rs.....
(Rupeesonly) against any loss/damage caused to or would be caused to or suffered
by the purchaser by reason of any breach by the supplier of any of the terms and
conditions contained in the contract/Purchase order. We,
.....(name of bank) do hereby undertake to pay the amounts due and payable under this
guarantee without any demur merely on a demand from the Purchaser stating that the amount claimed is due
by way of loss or damage caused to or would be caused to or suffered by the Purchaser by reasons of the
Supplier's failure to perform the Contract/Purchase Order, any such demand made on the bank shall be
conclusive as regards the amount due and payable by the Bank under this guarantee shall be restricted to an
amount not exceeding Rs..... (Rupeesonly) We, further
agree that the guarantee herein contained shall remain in full force and effect during the period that
would be taken for the performance of the Contract/purchase order and that it shall continue to be enforceable
till all the dues of the purchaser, under or by the virtue of contract/Purchase Order have been fully paid and it's
claims satisfied or discharged or till the purchaser certifies that the terms and conditions of the
Contract/Purchase Order have been fully and properly carried by the supplier and accordingly discharged the
guarantee unless a demand or claim under this guarantee made on us in writing on or before
we shall be discharged from all liability under this guarantee thereafter.

We, further agree with the purchaser that the purchaser shall have the fullest liability
without our consent and without affecting in any manner our obligation hereunder to vary any of the terms and
conditions of the Contract/Purchase Order to extend time of performance by the supplier from time to time or
to postpone for any time or from time to time any of the power exercisable by the purchaser against the
supplier and to forbear or enforce any of the terms and conditions relating to the Contract/Purchase Order and
we shall not be relieved from our liability by reason of any such variation, or extension or for any forbearance,
act of omission on the part of the purchaser or any indulgence by the purchaser to the supplier or by any such
matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of
so relieving us. We, lastly undertake not to revoke this guarantee during its currency except with
the previous consent of the purchaser in writing. Notwithstanding anything stated herein above the liability of
the Bank Guarantee is restricted to Rs.....(Rupees only). The guarantee shall
remain in force till the2022..... And unless the guarantee is renewed or a claim is preferred
against the Bank within three months from the said date, all rights of the purchaser under the guarantee shall
cease and the Bank shall be released and discharged from all liabilities hereunder.

Place

Signature

Date

Seal

Code No.

Note: SUPPLIERS SHOULD ENSURE THAT
SEAL AND CODE NO. OF THE SIGNATORY
IS PUT BY THE BANKERS, BEFORE
SUBMISSION OF THE BANK GUARANTEE

PRICE BID

SCHEDULE OF QUANTITIES AND FORMAT FOR PRICE BID

Design, fabrication, inspection, testing packing, loading, transportation, unloading, handling, erection, calibration wherever applicable, testing and commissioning at site and providing 24 (twenty four) months guarantee for equipments including all other accessories complete as per data sheet of technical specification (inclusive of all taxes and duties)

S.No	Description	Quantities	Rate (Rs.)	Amount (Rs.)
1	PASSENGER LIFT			
2	Approved Make : MITSUBISHI, THYSSEN KRUPP, KONE, OTIS, SCHINDLER OR any other MPPWD/CPWD approved manufacturers of Passenger Lift.			
	Supply, Installation, Testing & Commissioning of passenger lift.	1		
	1. Type of lift - Automatic MRL, 2. No. Of lift - 01, 3. Grouping - Simplex Type, 4. Hoistway Dimension - 2000mm W*2700mm D, 5. Capacity/Load - 10 person, 6. No. Of stops - Ground + 3, 7. Speed - 1 mps(approx.), 8. Overhead Height - 6500 (approx.), 9 Pit Depth - 1350 (approx.), 10. Lift Cabin/Car size - 1300mm W*1350mm D* 2200mm H (approx.), 11. Clear Entrance size/door size - 800mm W*2000mm H (approx.), 12. Car Finish - Stainless Steel, 13. Door - Stainless Steel. 14. Floor to Floor - Vinyl Tiles, 15. Safety Features (a) Automated Rescue Device - yes (b) Load Weighting Device - yes (c) Fireman Service Feature - yes also including related Civil & Electrical works.			
	TOTAL			

NOTE: The agency shall quote their rates inclusive of GST, all taxes, transportation, civil works, electrical works complete. The agency submit their bid in the prescribed format, no other format shall be consider, incase tender shall be rejected.

Signature & Seal of Bidder.....

Name