

# **NATIONAL INSTITUTE OF TECHNOLOGY**



**SILCHAR**

**TENDER DOCUMENT**

**NAME OF AGENCY:**

**NAME OF WORK: SUPPLY, INSTALLATION, TESTING & COMMISSIONING OF  
01 No. 13 PASSENGER LIFT AT NATIONAL INSTITUTE OF TECHNOLOGY SILCHAR  
INCLUDING 5 YEARS MAINTENANCE CONTRACT.**

Ref: ...../

Date: .....

M/s. -----  
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**Sub: Supply, Installation, Testing & Commissioning of 01 No. 13 PASSENGER LIFT AT NATIONAL INSTITUTE OF TECHNOLOGY SILCHAR**

Sir,

Tender documents in respect of the above mentioned works is forwarded herewith.  
***Please note that tender is to be dropped in the office of the Dean(P&D) office up to 2.00 P.M. on .....***

The Tender should be signed, dated and witnessed in all places / pages provided for in the documents, all other papers should be initialed. The bids of all the parties will be opened at **3.30 P.M. on .....**

**The person, signing the tender on behalf of another person or on behalf of firm shall PRODUCE THE AUTHORIZATION LETTER.**

This letter shall form part of the **"CONTRACT"** and must be signed and returned along with the tender documents.

**Yours faithfully**

**Registrar,NITS**



**National Institute of Technology, Silchar**  
(An Institution of National Importance)

Phone : (03842) 244879  
Fax : (03842) 224797

Assam – 788 010  
Web Site: <http://www.nits.ac.in>  
EPABX : 233841-5129

No: Tech/NIT/70/pt-V/18/

Date: -

**NOTICE INVITING TENDER**

The sealed item rate tenders are invited from experienced financially sound contractor/agency of appropriate class and category registered with Central/State PWD (Electrical works & who are in state PWD/CPWD approved list in appropriate class for lifts), and nationally reputed firm only for the work detailed below:

Sl no	Name of the work NIT No. TECH/NIT/2018-19/29	Estimated cost	Earnest Money	Cost of tender
1	Supply, installation, testing and commissioning of 13 Passengers lift at new library building at NIT Silchar including 5 years maintenance.	22,06,786.00	44136.00	1000.00

The firms who are not approved in CPWD/state PWD in appropriate class for lifts works will have to fulfill the following qualification criteria. "The intending tenderer should have completed satisfactorily at least 2(two) similar lift works, in their own name each costing not less than Rs13 lakhs each in the last 5 years ending last day of the month previous to the one in which applications are invited in Central Govt. /State Govt. /Central Govt. Public Sector undertaking/Central Govt. Autonomous Bodies along with the prequalification criteria from sl no.1.1 to 7.2

The contractor / agency are to satisfy the following conditions. Failing which the tender is liable for rejection.

Pre – qualification criteria of the agency (to be furnished along with technical bid document duly filled up).

- 1.1 Contractor's registration for Electrical:  
Self-attested up to date (renewed) (a) contractors' registration certificate of appropriate class and category (b) electrical contract license, (c) electrical supervisory license issued by the competent authority.
- 2.1 Experience of having successfully completed works during last 7 years ending last day of the month previous to the one in which applications are invited:  
(i) Three similar works costing not less than the amount equal to 40% of the estimated cost  
Or (ii) Two similar works costing not less than the amount equal to 60% of the estimated cost.  
Or (iii) One similar works costing not less than the amount equal to 80% of the estimated cost.  
Completion certificate for the construction of similar work(s) should be issued by the officer not below the rank of Executive Engineer of Govt. / Semi Govt. Department.
- 3.1 Average annual financial turnover:  
Average annual financial turnover should be at least 100% of the Estimated Cost during last 3 consecutive financial year ending **2017 – 18.**
- 4.1 Financial solvency:  
Financial solvency certificate issued by the Scheduled Bank as per proforma given in technical bid document (proforma-2C) for amount not below 40% of the Estimated cost during current financial year.  
In case of partnership firm, certificate should include names of all partners as recorded with the Bank.
- 5.1 G.S.T. Registration: Self attested copy of G.S.T registration certificate.
- 6.1 EPF registration: Self attested copy of EPF registration certificate including challan current for the year.
- 7.1 PAN No: Self attested copy of PAN card.
- 7.2 Details of project in hand with name of clients, address, phone nos etc.

Tender documents are to be submitted in 3(three) separate envelopes. 1<sup>st</sup> envelop should contain Earnest Money & cost of tender paper, 2<sup>nd</sup> envelope should contain pre-qualification (technical bid) duly filled up & signed along with relevant document as prescribed, and 3<sup>rd</sup> envelope should contain the price bid documents along with the terms and conditions of price schedule of quantities.

**All 3(three) envelopes are to be sealed in a single envelope, mentioning name of work, NIT No, closing date and time.** The 2<sup>nd</sup> envelope containing Technical bid will be opened only for those contractors who have furnished E.M.D and cost of tender paper. The 3<sup>rd</sup> envelope containing price bid will be opened only for those contractors who are found technically qualified as per conditions of NIT.

The tender notice may be seen from the Institute website <http://www.nits.ac.in> and the complete bid document may be downloaded from Institute website <http://www.nits.ac.in>.

The completed bid document will be allowed to drop in the tender box available at office of the Dean(P&D) of the Institute up to 02:00 pm on **19/03/2019** and will be opened at 03.00 pm on same day. The price bid of the technically qualified agency will be opened on **25/3/2019** at 03.00 pm in presence of agencies or authorized persons thereof.

Earnest money (Refundable) should be deposited in the shape of (i) Deposit at Call receipt of a scheduled Bank guaranteed by the Reserve Bank of India or (ii) Bankers cheque of a scheduled Bank or (iii) Fixed deposit (FDR) of a scheduled Bank guaranteed by the Reserve Bank of India, drawn/ pledge in favour of "Director, National Institute of Technology Silchar-10. Cost of tender paper (Nonrefundable) should be deposited in the shape of demand draft in favour of Director NIT Silchar.

Tender of any contractor not accompanied with proper earnest money and incomplete tender, non-submission of requisite documents (self-attested) under Sl. 1.1 to 7.2 of the NIT or in any form shall be summarily rejected.

If any, holidays / strike falls during the notified days, the process will be continued on next working day.

The Director, NIT Silchar reserves the right to accept or reject any of all the tenders without assigning any reason whatsoever.

Sd/-  
Registrar  
NIT Silchar

Copy to:

1. P.S. to Director – for information to the Director.
2. The Deputy Commissioner, Cachar, Silchar.
3. The Executive Engineer, PWD Silchar Building Division, Silchar-1
4. The Executive Engineer, CPWD Silchar Division, Chirukandi, Ramnagar, Tarapur, Silchar-3
5. The Dean(P&D)-NIT Silchar
6. The Associate Dean (P&D) (Civil)-For information &with a request to remain present at the time of opening of tender as a member of Bid Evaluation Committee.
7. The Associate Dean (P&D) (El)-For information &with a request to remain present at the time of opening of tender as Chairman of Bid Evaluation Committee.
8. In charge Estate, NIT Silchar – for information & necessary action.
9. The Assistant Registrar (Accounts)i/c, NIT Silchar. For information &with a request to remain present at the time of opening of tender as a member of Bid Evaluation Committee
10. Webmaster, NIT Silchar – email Ids: (i) [webmaster@nits.ac.in](mailto:webmaster@nits.ac.in) (ii) [nitsupload@rediffmail.com](mailto:nitsupload@rediffmail.com) with request to up load the Notice Inviting Tender to (i) [nits.ac.in](http://nits.ac.in) (ii) [www.tender.gov.in](http://www.tender.gov.in) soft copy of the NIT enclosed.
11. Notice Board, Estate Engineering Branch, NIT Silchar.
12. RTI Cell, NITS – for information

## **INSTRUCTIONS TO TENDERERS**

### **1.0 GENERAL**

Tenderers are advised to acquaint themselves fully with the description of work, scope of services, time schedule and terms and conditions including all the provisions of the tender document before framing their tender proposal.

### **2.0 SITE PARTICULARS**

Tenderers are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their tenders as to nature of work, site conditions, means of access to the site etc. Non-familiarity with the site conditions will not be considered a reason either for extra claims or for not carrying out the work in strict conformity with the specifications. For site visit and any clarification / information/Assistance, the bidders may contact to the **Estate Incharge, Estate Engineering Branch, NIT Silchar-10**

### **3 SUBMISSION OF TENDER**

- a) The expression "Tender Notice" referred to in the Tender Documents shall be deemed to include any Notice / Letter Inviting Tender with respect to the work forming the subject matter of the documents and vice-versa.
- b) The tender complete in all respects shall be submitted on or before due date of submission.

The bidder should clearly note that no additional terms/conditions should be added in the bid document. The bidder has to submit their bids strictly as per the terms conditions mentioned in the tender document. The bids containing stipulations of any additional terms conditions or deviations by the tenderer, are liable to be rejected summarily.

### **4.0 QUALIFYING CRITERIA**

The tenderer has to satisfy all the criteria as per notice inviting tender

### **5.0 DEVIATIONS TO TENDER CLAUSES:**

Tenderers are advised to submit the tender strictly based on the terms and Conditions and specification contained in the Tender Documents without any deviations. Conditional tenders are liable to be rejected.

### **6 VALIDITY OF OFFER**

Tender submitted by tenderers shall remain valid for acceptance for a minimum period of 120 days from the date of opening of the tenders.

- 6.1 Earnest money will be refunded without any interest to all the unsuccessful bidders after the award of the work.

### **7.0 ACCEPTANCE / REJECTION OF TENDER**

- i). NITS does not bind itself to accept the lowest tender.
- ii). NITS also reserves the right to accept or reject any tender in part or full without assigning any reason whatsoever.
- iii). NITS also reserves the absolute right to reject any or all the tenders at any time without any reason thereof. The opinion/decision of NITS regarding the same shall be final and conclusive.

### **8.0 CORRECTIONS**

No corrections or overwriting will be entertained in schedule of rates by using correcting fluid. All correction in the schedule of rate should be initialed.

## 9.0 RATES

The rates quoted by bidder shall remain valid till completion of all works even during the extended period, if any, on any account what so ever. It may be noted that no deviation on this account will be acceptable. *The quoted rate shall be inclusive of all taxes (Including Works Contract taxes / GST), duties and levies and all charges for packing forwarding, insurance ,freight and delivery, installation, testing commissioning etc. at site including temporary construction storage, risks, overhead charges general liabilities/obligations. However, statutory fees viz. Lift License etc. if any shall be borne by the NITS.*

- 10.0 It will be obligatory on the part of the tenderer to sign the tender documents for all the components & parts. After the work is awarded the company will have to enter into an agreement on a non-judicial stamp paper of requisite value at his own cost within ten days from date of receipt of acceptance order or before the work is undertaken. NITS will follow its own format for agreement comprising of terms and conditions stipulated in tender document.
- 11.0 In case the tenderer is a partnership firm, shall submit the tender signed by both the partners. In the event of absence of any partner it must be signed by power of attorney holder which shall be attached along with the tender and it must also disclose that the contractor is duly registered under Indian partnership act.

## **GENERAL CONDITIONS OF CONTRACT**

1. Where the context so requires, words importing the singular only also include the plural and vice versa.

2. **Definition**

- a) The 'Contract' means and includes the documents forming the tender and acceptance thereof together with the documents referred to therein including the conditions, the specifications, designs, drawing and instructions issued from time to time by the 'Engineer-in-charge' the formal agreement executed between NITS and the Contractor, and all these documents taken together shall be complementary to one another.
- b) The 'Site' shall mean the land and / or other places on, into or through which work is to be executed under the contract or any adjacent land, path or street which may be allotted or used for the purpose of carrying out the contract.
- c) The 'Contractor' shall mean the individual or firm or company, whether corporate or not, undertaking the works and shall include the legal personal representative or such individual or the persons composing such firm or company and the permitted assignee of such individual or firm or company.
- d) The 'Competent Authority' means the Director of the institution and his successors or the person to whom the authority has been delegated or his authorized executive / person.
- e) The Engineer-in-charge means the Officer/s of the institution, as the case may be who shall supervise and be the In-charge of the works.
- f) 'IS Specification' means the Specification of latest edition with amendments, if any, up to time of receipt of tender by the institute, issued by the Bureau of Indian Standards as referred to in the specifications and / or work orders.
- h) The 'Contract Sum' means the sum agreed, or the sum calculated in accordance with the prices accepted by the NITS in the tender and / or the contract / negotiated rates payable on completion of the works.
- i) The 'Final Sum' means the amount payable under the Contract by the NITS to the Contractor for the full and entire execution and completion of works, in time.
- j) The 'Date of Completion' is the date / date(s) for completion of the whole works, set out in the tender documents, or any subsequently amended by the NITS.
- k) A 'Week means seven days without regard to the number of hours worked or not worked in any day in a week.
- l) 'Expected Risks' are risks due to riots (otherwise than among contractor's employees) and civil commotion (in so far as both these are uninsurable) war (whether declared or not), invasion act of foreign enemies, hostilities civil war, rebellion, revolution, insurrection military or usurped power, Acts of God, such

as earthquake, lightening, unprecedented floods and other causes over which the contractor has no control and accepted by the Competent Authority.

- m) The 'Works' shall mean the works to be executed in accordance with the contract or part(s) thereof as the case may be and shall include all extra or additional, altered or instituted works or temporary and urgent works as required for performance of the contract.

## **SCOPE AND PERFORMANCE**

### **4. Works to be carried out:**

The work to be carried out under the Contract shall, except as otherwise provided in these conditions, include all labour, materials, tools, plant, equipment and transport which may be required in preparation of and for and in the full and entire execution and completion of the works. The descriptions given in the Schedule of Quantities shall, unless otherwise stated, be held, to include wastage on materials, carriage and cartage, carrying in return of empties hoisting, setting, fitting and fixing in position and all other labour necessary in and for the full and entire execution and completion as aforesaid in accordance with good practice and recognized principles.

### **5. Sufficiency of Tender:**

The Contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the rates and prices quoted in the Schedule of Quantities, which rates and prices shall except as otherwise provided, cover all his obligations under the contract and all matters and things necessary for the proper completion and maintenance of the Works.

### **6. Discrepancies and Adjustment of Errors:**

The several documents forming the contract are to be taken as mutually explanatory of one another:

6.1(A) In the case of discrepancy between Schedules of quantities, the Specifications and / or the Drawings, the following order of preference shall be observed.

- a) *Schedule of quantities*
- b) *Technical specifications*
- c) *Drawing (if any)*
- d) *Additional Commercial & Technical Conditions*
- e) *General Specifications*
- f) *Relevant IS or other international code in case IS code is not available.*

6.1(B) If there are varying or conflicting provisions made in any one documents forming part of the Contract, the Accepting Authority shall be the deciding authority with regard to the intention of the document and also the specification of CPWD to be followed at the time of completion.

6.2 Any error in description, quantity or rate in Schedule of Quantities or any omission there from shall not vitiate the Contract or release the Contractor from the execution of the whole or any part of the Works comprised therein according to drawings and specifications or from any of his obligations under the Contract.

### **7. Security Deposit:**



**Security deposit shall deducted from each running bill and the final bill to the extent of 10% of the gross amount payable subject to maximum limit of 5% of the tendered value of work. The earnest money deposit shall be adjusted against this security deposit. The security deposit shall be released on the expiry of guarantee period stipulated in the contract.**

**8. Time and Extension for Delay:**

The time allowed for execution of the works as specified in the Appendix or the extended time in accordance with these conditions shall be the essence of the Contract. The execution of the works shall commence as per the date mentioned in the letter of award.

**9.1 If the work be delayed by**

- (a) Force majeure or
- (b) Abnormally bad weather or
- (c) Serious loss or damage by fire, or
- (c) Civil commotion, local combination of workmen strike or lockout, affecting any of the trades employed on the work, or
- (d) Delay on the part of other contractors or tradesmen engaged by NITS in executing work not forming part of the contract, or
- (e) Any other cause which, in the absolute discretion of the authority mentioned in Appendix is beyond the Contractor's control;

Then upon the happening of any such event causing delay, the Contractor shall immediately give notice thereof in writing to the Engineer-in-Charge but shall nevertheless use constantly his best endeavors to prevent or make good the delay and shall do all that may be reasonably required to the satisfaction of the Engineer-in-Charge to proceed with the Works.

**9.3 Request for extension of time, to be eligible for consideration, shall be made by the Contractor in writing within fourteen days of the happening of the event causing delay. The Contractor may also if practicable, indicate in such as request the period for which extension is desired.**

**9.4 In any such case, the competent authority may give a fair and reasonable extension of time for completion of the work. Such extension shall be communicated to the contractor by the Engineer-in-Charge. In case the Extension of time is given to the contractor without levy of any L.D. based on the merit of the case, the contractor in no case shall claim any compensation whatsoever for the extended period and the decision of the NITS shall be binding on the contractor.**

**10 The Contractor shall arrange, at his own expense, all tools, plant and equipment hereafter referred to as (T & P) labour, P.O.L. required for execution of the work.**

**11 FORCE MAJEURE**

Any delays in or failure of the performance of either party herein shall not constitute default hereunder or give rise to any claim for damages, if any, to the extent such delays or failure of performance is caused by occurrences such as Act of god or the public enemy; expropriation or confiscation of facilities by Government authorities, or in compliance with any order or request of any Governmental authorities or due acts of war, rebellion or sabotage or fires, floods, explosions, riots or illegal joint strikes of all the workers of all the contractors.

**12. MATERIALS**

1. All materials to be provided by the Contractor shall be in conformity with the specifications laid down in the contract and the Contractor shall, if requested by the Engineer-in-Charge, furnish proof to the satisfaction of Engineer-in-Charge in this regard.
2. The contractor shall indemnify the NITS, its representatives or employees against any action, claim or proceeding relating to infringement or use of any patent or design or any alleged patent or design rights and shall pay any royalties or other charges which may be payable in respect of any article or material or part thereof included in the Contract. In the event of any claim being made or action being brought against the NITS or any agent, servant or employee of the NITS in respect of any such matters as aforesaid, the Contractor shall immediately be notified thereof.
3. All charges on account of octroi, terminal or any statutory tax and duties on material obtained for the Works from any source shall be borne by the Contractor.
4. The Engineer-in-Charge shall be entitled to have tests carried out as specified as per relevant standard code of practice for any materials supplied by the Contractor even for those for which, as stated above, satisfactory proof has already been furnished, at the cost of the Contractor and the Contractor shall provide at his expense all facilities which the Engineer-in-Charge may require for the purpose. The cost of materials consumed in tests shall be borne by the Contractor.
5. Stores and Materials required for the works, brought by the Contractor, shall be stored by the Contractor only at places approved by the Engineer-in-Charge. Storage and safe custody of material shall be the responsibility of the contractor.
  - i) NITS's officials concerned shall be entitled at any time to inspect and examine any materials intended to be used in or on this contract works, either on the Site or at factory or workshop or other place(s) where such materials are assembled, fabricated or at any place(s) where these are lying or from where these are being procured and the contractor shall give such facilities as may be required for such inspection and examination.
  - ii) All materials brought to the Site shall become and remain the property of the NITS and shall not be removed off the Site without the prior written approval of Engineer-in-Charge of the NITS. But whenever the works are finally completed the Contractor shall, at his own expense forthwith, but with the prior approval from the NITS, remove from the Site all surplus materials originally supplied by him and upon such removal the same shall revert in and become the property of the contractor. However before given any approval as aforesaid the NITS shall be entitled to recover or adjust any amount given as advance to the Contractor.

**13. Labour laws and payment of wages to be complied:**

The contractor shall comply the labour laws in force from time to time. No labour below the age of eighteen years shall be employed on the works.

The contractor shall comply with local laws dealing with the employment of persons including the employment of children act 1938, payment of wages act 1936, the Workmen compensation act 1923, Industrial Dispute act 1947, the Factories act 1948, Maternity Benefit act 1961, the contractor's Labour (Regulation and abolition) act 1970, the Minimum Wages act 1978 and any statutory amendments or re-amendments thereof for the time being in force. The labour license shall be taken by the contractor as per rules.

In respect of all laborers directly or indirectly employed in the work for the performance of the contractor's part of this contract, the contractor shall his own expense arrange the safety provision as per safety code framed from time to time and shall his own expense provide for all facilities in connection therewith. Incase, the contractor fails to make arrangement and provide necessary facilities as aforesaid he shall be responsible for any compensation for each default and in addition the Engineer-In-Charge shall be at liberty to make arrangement and provide facilities as aforesaid and recover the costs incurred in that behalf from the contractor.

***All the liabilities regarding EPF or ESI of the labours/workmen engaged at the work, wherever applicable as per the prevailing Central government norms, shall be borne by the contractor. NITS shall not be responsible for any liability/claims whatsoever in this regard. Further as and when demanded by the NITS, the contractor shall submit the proof of deductions/ deposits of such liabilities of their labors/ workmen engaged in the work to the NITS. In case of default, the NITS may deduct the payments against these liabilities from the bills of the contractor or may stop the payment of the bill till such time until the compliance is proved by the contractor.***

**14. Liquidated Damages for Delay**

14.1 Time is essence of the contract. In case the CONTRACTOR fails to complete the whole work within the stipulated period, and clear the site, he shall be liable to pay liquidated damages @ 0.5% (One Half of one percent only) of the value of contract per week and or part thereof of the delay subject to a maximum of 10% (ten percent only) of the value of the contract. The liquidated damages shall be deducted from any of the outstanding bill of the contractor.

14.2 The amount of Compensation may be adjusted or set-off against any sum payable to the Contractor under this to any outstanding bill of contract with the NITS.

**15 Defects Liability Period:**

The Contractor shall be responsible to make good and remedy at his own expense within defect liability period of one year from the date of completion of the work. *The contractor has to carry out routine and preventive maintenance during the defects liability period and nothing extra shall be paid for the same.*

**16. Contractor's Liability and Insurance**

From commencement to completion of the works, the Contractor shall take full responsibility, care of and precautions to prevent loss or damage and to minimize loss or damage to the greatest extent possible and shall be liable for any damage or loss that may happen to the Works or any part thereof from any cause whatsoever (save and except the Excepted Risks) and shall at his own cost repair and make good the same so that, at completion, the works shall be in good order and conditions and in conformity in every respect with the requirements of the Contract and instructions of the Engineer-in-Charge.

- 16.1. In the event of any loss or damage to the Works or any part thereof or to any material or articles at the Site from any of the Excepted Risks the following provisions shall have effect:
- a. The Contractor shall, as may be directed in writing by the Engineer-in-Charge, remove from the site any debris and so much of the works as shall have been damaged.
  - b. The Contractor shall, as may be directed in writing by the Engineer-in-Charge, proceed with the completion of the works under and in accordance with the provisions and Conditions of the Contract, and
- 16.2 Provided always that the Contractor shall not be entitled to payment under the above provisions in respect of so much loss or damage as has been occasioned by any failure on his part to perform his obligations under the Contract or not taking precautions to prevent loss or damage or minimize the amount of such loss or damage.
- 16.3 The Contractor shall indemnify and keep indemnified the NITS against all losses and claims for injuries or damage to any persons or any property whatsoever which may arise out of or in consequence of the construction and maintenance of works and against all claims, demands proceedings, damages costs, charges and expenses whatsoever in respect of or in relation thereto. Provided always that nothing herein contained shall be deemed to render the Contractor liable for or in respect of or to indemnify the NITS against any compensation or damage caused by the Excepted Risks.
- 16.4 Before commencing execution of the work, the Contractor shall, without in any way limiting his obligations and responsibilities under this condition, obtain and deposit with the NITS-Contractors "All Risk Policy" and "Third Party" Insurance policy.
- 16.5 The Contractor shall at all times indemnify the NITS against all claims, damages or compensation under the provisions of Payment of Wages Act, 1936, Minimum Wages Act. 1948, Employer's Liability Act, 1938 the Workmen's Compensation Act, 1923, Industrial Disputes Act, 1947 and the Maternity Benefit Act. 1961 or any modifications thereof or any other law relating thereto and rules made thereunder from time to time.
- 16.6 The Contractor shall provide to the Engineer-in-Charge from time to time that he has taken all the insurance policies referred to above and has paid the necessary premiums for keeping the policies alive till expiry of the Defects Liability Period.
- 16.7. All statutory deductions as applicable shall be made from the due payment of the contractor.
- 16.8 No claim for interest will be entertained by the NITS in respect of any balance payments or any deposits which may be held up with the NITS due to any dispute between the NITS and contractor or in respect of any delay on the part of the NITS in making final payment or otherwise.
- 16.9 The contractor shall ensure that no materials/wastes/plant, equipment's etc. are dumped at the site. In case any of the above items are dumped the contractor shall clear the same from the site by or before completion of the work at his own cost or otherwise NITS will carry out the work at the contractor's risk and cost after 7 days' notice.

16.10 The contractor will have to make suitable arrangement at his own cost for facilitating movement of labour to work site and back. Facilities are to be given to labour as per statutory provision at no extra cost to NITS.

16.11 The lift room has already been provided and the contractor has to design the lifts as per the room size available and as per specification mentioned in the tender documents.

17. **PAYMENTS:**

*The running account bill payment will be released on the basis of the progress of the work and submission of bill by the contractor with all the required document. Final bill will be released after successful completion of work viz(1) Obtaining lift license by the contractor from competent authority(2)Testing ,commissioning trial run etc.*

18. **MOBILISATION ADVANCE:**

No mobilization advance whatsoever shall be paid for carrying out this work.

19. **ARBITRATION AND LAWS**

19.1 All questions and disputes relating to the meaning of the words, terms, specifications, operations, and instructions, mentioned in this contract and as to the quality of workmanship or performance of the contractor any other question, claim, right, matter, or thing whatsoever in any way arising out of or relating to the contract, specifications, operating instructions, orders or these conditions; or otherwise concerning the performance of the contract, the execution or failure to execute the same whether arising during the existence of the contract or after the termination of the contract, the same shall be referred to the sole arbitrator appointed by the Director of the NITS.

19.2 The Arbitrator shall have power to call for such evidence by way of affidavits or otherwise as he thinks proper and it shall be the duty of the parties hereto to do or cause to be done, all such things as may be necessary to enable the Arbitrator to make the award without any delay. The Arbitrator shall give a separate award in respect of each dispute or difference referred to him. The venue of arbitration shall be at Silchar. The Award of the Arbitrator shall be final, conclusive and binding on all parties to the contract.

19.3 The law under the Arbitration and Conciliation Act, 1996 as amended by Arbitration and Conciliation (Amendment) Act 2015 shall be applicable to such proceedings.

The cost of arbitration shall be borne by the parties to the dispute, as may be decided by the arbitrator(s).The contractor shall not assign the contract or any part thereof or any benefit or interest therein or any claim arising out of the contract to any other party without prior consent of the employer.

19.4 Legal Jurisdiction/or settlement of all the disputes will be at Silchar only.

**SIGNATURE OF THE CONTRACTOR**

## **ADDITIONAL COMMERCIAL & TECHNICAL CONDITIONS**

### **1.0 General**

- 1.1 *This specification covers manufacture, testing as may be necessary before dispatch, delivery at site, all preparatory work, assembly and installation, commissioning putting into operations of Lifts.*
- 1.2 **Location**  
*The Lifts will be installed at new library building, at NIT Silchar*
- 1.3 *The work shall be executed as per CPWD General Specifications for Electrical Works (Part III Lifts & Escalators – 2003), as per relevant IS and as per directions of Engineer-in-Charge. These additional specifications are to be read in conjunction with above and in case of variations; specifications given in this Additional conditions shall apply. However, nothing extra shall be paid on account of these additional specifications & conditions as the same are to be read along with schedule of quantities for the work.*
- 1.4 *The tenderer should in his own interest visit the site and familiarizes himself with the site conditions before tendering.*
- 1.5 *No T&P shall be issued by the NITS and nothing extra shall be paid on account of this.*

### **2.0 Commercial Conditions**

#### **2.1 Type of contract**

*The work to be awarded by this tender shall be treated as indivisible works contract.*

#### **2.2 Submission and opening of Tenders:**

***The tender is in two parts: part-I is Technical bid-&part-II is pricebid***

- 2.2.1 *The tenderers are advised not to deviate from the technical specifications/items, commercial terms and conditions of NIT like terms of payment, guarantee, arbitration clause, escalation etc.*
- 2.2.2 *In case of any clarifications, the tenderer has to furnish the same within the time given by the NITS. The tenderer will have to depute his representative to discuss with the officer(s) of the NITS as and when so desired. In case, in the opinion of the NITS a tenderer is taking undue long time in furnishing the desired clarifications, his bid will be rejected without making reference.*

*A tendered will also not be allowed to withdraw or modify any condition after opening of the bids.*

### **3. Rates:**

- 3.1 *The bidders shall quote their rate including of all statutory taxes / octroi duties and levies and all charges for Packing forwarding, insurance, freight and delivery, installation, testing, Commissioning etc. at site i/c temporary constructional storage, risks, overhead Charges general liabilities /obligations. The tax component as applicable should be mentioned separately in the price bids. The bifurcation of the taxes should also be clearly mentioned. In case if there is any variation in the components of the applicable taxes, the same shall be paid as per actual as statutory norms.*

- 3.2 *The contractor has to carry out routine & preventive maintenance for 12 months from the date of handing over i.e. Defect liability period. Nothing extra shall be paid.*

**4.0 Completeness of tender:**

*All sundry equipment, fittings, unit assemblies, accessories, hardware items, foundation bolts, termination lugs for electrical connections, and all other items which are useful and necessary for efficient assembly and installation of equipment and components of the work shall be deemed to have been included in the tender irrespectively of the fact whether such items are specifically mentioned in the tender documents or not.*

**5.0 Storage and Custody of materials:**

*The bidder shall make their own arrangement for storage as well as safety of the materials.*

**7.0 Care of the Building:**

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

**8.0 Completion of period**

*The completion period of 05 months indicated in the tender documents is for the entire work of planning, designing, supplying, installation, testing, commissioning and handing over of the entire system to the satisfaction of the Engineer-in-charge.*

**9.0 Performance Guarantee:**

***Performance guarantee amounting to 5% of the estimated cost in the form of B.G from nationalized bank is to be submitted. The validity of the P.G will be for 1 year.***

*The bidder shall guarantee among other things, the following*

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

**9. Guarantee**

*10.1 All equipment's shall be guaranteed for a period of 12 months from the date of Taking over after the installation by the department. The equipments or components, or any part thereof, so found defective during guarantee period shall be forthwith repaired or replaced free of cost, to the satisfaction of the Engineer-in Charge.*

*10.2 Periodical Service for the first 12 months will be carried out after the lift has been handed over or offered for inspection.*

**11. Power Supply**

*Electric service connection of 415 V, 3 phase, 4 wire, 50 Hz, Ac supply shall be provided by the NITS for installation purpose free of charge.*

**12. Data Manual and Drawings to be furnished by the tenderers:**

**12.1 With Tender:** *The tenderer shall furnish along with the tender, detailed technical Literature, pamphlets and performance data.*

**12.2 After Award of work**

*The successful tenderer would be required to submit the following drawings as soon as possible, preferably within 15 days from the date of award of work for approval:*

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

**14.0** *The successful bidder should furnish well in advance three copies of detailed Instructions and manuals of all items of equipments regarding installation, adjustments operation and maintenance including preventive maintenance & trouble shooting together with all the relevant data sheets, spare parts catalogue and workshop procedure for repairs, assembly and adjustment etc. all in triplicate.*

**15.0 Extent of work**

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

**15.2** *Minor building works necessary for installation of equipment, foundation, making Holes in walls or in floors for installation of lifts and restoring to their original condition, finish and necessary grouting etc. as required.*

**15.3** *Maintenance (Routine & preventive) for 12 months from date of completion and handing over i.e. Defect liability period.*

**15.4** *The work is turnkey project. Any item required for completion of the project but left in-advertantly shall be executed with in the quoted rates.*

**16.0 Inspection and testing:**



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

## **17.0 Validity**

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

## **18.0 Compliance with Regulations and Indian standards**

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

- i) Factories Act*
- ii) Indian Electricity Rules*
- iii) I.S. & BS Standards as applicable*
- iv) Workmen's Compensation Act*
- v) Statutory norms prescribed by local / Statuary bodies.*

*18.2 Nothing in this specification shall be construed to relieve the successful tenderer of his responsibility for the design, manufacture and installation of the equipment with all accessories in accordance with current applicable statutory regulations and safety codes.*

*18.3 Successful tenderer shall arrange for compliance with statutory provisions of safety regulations and departmental requirements of safety codes in respect of labour employed on the work by the tenderer.*

*18.4 The installation shall be carried out in conformity with the local lifts Act and Rules. Where no local Lifts Act is in force the Delhi Lift Act shall be followed. The installation shall also conform to requirements of Local Municipal Byelaws. The Extracts of Delhi Lift Act and Rules as applicable may be taken from the Appendix 'IV' of General Specifications for Electrical Works (Part-III Lifts & Escalators)-2003.*

*18.5 Designing, manufacturing, testing, installation and maintenance of lift should be in accordance to the Relevant IS Codes as appended in Appendix- IX of General Specifications for Electrical works (Part-III Lift & Escalators)-2003, with upto date correction slips, if any.*

## **19.0 Insurance and Storage**

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

## **20.0 Training**

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

## SPECIAL CONDITONS

### Scope of Work

**Sub: Supply, Installation, Testing & Commissioning of 01 No. 13 Passenger lift at new library building at NITS as per IS14665 standard, battery operated automatic rescue device(ARD) to take the lifts to the nearest possible landing in case of power failure.**

1. Eligible bidders are requested to visit the above site in their own interest to examine space and site details which would enable them to submit their bid in a confident and informed manner. Tenderer to meet Technical Specifications as per IS standards & guidelines of Inspector of lifts, Assam.
2. The entire job is required to be undertaken by the Tenderer on a **Turnkey Basis**. However, NITS would provide the following:
  - (i) In-comer for the electric supply up to the main MCB.
  - (ii) Storage space at the site as required by the Tenderer.
  - (iii) Power, electricity.
7. If any damage takes place to the structure /building during work, same will be repaired by the Tenderer.
8. **It is the responsibility of the Tenderer to arrange Lift License required for the use of passengers before putting the lift into service & handed over for use to NIT.**
9. The Lift shall be under comprehensive warranty maintenance (inclusive of all spares and labor) of the Tenderer for a minimum of 12 months from the date of handing over. NITS will not make any payment on any maintenance during warranty period including attending the break down calls for fault rectification.
11. Insulation and other tests applicable to the electric Lift shall be done as per relevant IS standards in presence of NITS officials and accordingly make available relevant certificates.
12. Electrical installation shall be carried out in accordance with the specifications, local rules, Indian Electricity Act 1910 as amended up to date and rules issued there under. All items of work under this contract shall be executed strictly to fulfill the requirement as laid down in the specifications.
13. The design, material, construction, manufacture, inspection, testing and performance of motors shall comply with all currently applicable status, regulations and safety codes in the locality where the equipment will be installed. The equipment shall also conform to the relevant Indian standard or equivalent BSS or latest applicable standards.
14. During working at site, some restrictions may be imposed by Engineer-in-Charge/Security staff of NITS or Local Authorities regarding safety and security etc., the contractor shall be bound to follow all such restrictions/instruction & nothing extra shall be payable on this account.
15. No compensation shall be payable to the contractor for any damage caused by rains lightening, wind, storm, floods Tornado, earth quakes or other natural calamities during the execution of work. He shall make good all such damages at his own cost; and no claim on this account will be entertained.

16. No labour hutment shall be allowed in the premises. All labourers should leave the site after day's work. The security & Watch ward of site contractor materials/work etc. shall be at his cost only.
17. All rates quoted by the bidders shall remain firm for the contract period/extended contract period, if any.
18. All minor building work necessary for installation of equipment such as making of holes in walls/ floors, either of RCC etc. and restoring them to original condition and finish. The scope of minor building work includes all grouting and anchoring of all boards.
19. All scaffolding as may be necessary in the lift well during erection work and subsequently removed.
20. Temporary barricades with caution boards at each landing to prevent accident during execution of work.

All communication should be addressed to *Director, National institute of Technollogy Silchar.*

## FORM OF TENDER

To  
Director  
National Institute of Technology Silchar  
Assam, Silchar-10

I/We have read and examined the following documents relating  
to.....

.....

### (Name of the Work)

- (a) Notice inviting tender.
- (b) Instructions to Tenderers
- (c) Technical Specifications
- (d) General Conditions of Contract including Contractors, Labour Regulations, Model Rules for Labour Welfare and Safety Code appended to these conditions together with the amendments thereto if any.
- (e) Additional commercial & technical conditions
- (f) Special Conditions of contracts if any.
- (g) Bill of Quantities

I/We hereby tender for execution of the works referred to in the aforesaid documents upon the terms and conditions contained or referred to therein and in accordance in all respects with the specifications, designs, drawings and other relevant details at the rates contained in Schedule and within the period(s) of completion as stipulated in Appendix.

In consideration of I/We being invited to tender, I/We agree to keep the tender open for acceptance for 120 days from the due date of submission thereof and not to make any modifications in its terms and conditions which are not acceptable to the NITS.

I /We agree to abide by & fulfill all the terms conditions of aforesaid document

**Signature of contractor.....**

**Duly authorized to sign the tender on behalf of the  
(in block capitals).....**

Dated.....

Witness.....

Date.....

Address.....

.....

## **APPENDIX 1**

1. Competent Authority	Director, NITS
2. Earnest money/Security deposit	
a) Earnest money	Rs
c) Security Deposit	
2. Time allowed for execution of work	05 Months
3. Authority competent to decide if “any other cause” of delay is beyond Contractor’s control	Director, NITS
4. Liquidated Damaged	0.5% (one half of one percent) per week subject to a Maximum 10% value of the contract.
5. Defect Liability Period	12 months from the date of handing over of lift.
6. Authority competent to reduce Compensation	Director, NITS

(Signature of the Contractor)

## TECHNICAL PARAMETER FOR PASSENGER LIFTS

1. Type of Lift: Passenger lifts,
2. Number of lifts required (Location wise): 01
3. Load: Number of persons: 13person
4. Rated speed:1.5MPS
5. Travel in meters:13 mtr approx
6. Number of floors served:4(G+3)
7. Size of lift well :3000mmX2400mm(to be checked by the tenderer)
8. Clear inside size of lift car:2000X1100X2200(mm wideXdepthXheight)(suitable for 13 passenger (load 884kg)
9. Position of counter weight: As per manufacturer standard
10. Position of machine room: at the top of the lift
11. a) Type of control: Microprocessor based variable frequency regenerative closed loop  
b) Type of operation simplex selective collective/duplex collective selective with/without attendant
13. Car entrance door
  - a) Number:01
  - b) Size:900mmX2000mm
  - c) Type of doors: Horizontal-sliding-center opening-automatic, stainless steel(1.5 mm)(Hairline finish)
  - d) Car open in front only or open:infront only
- 14) Construction design and finish of car body work: Stainless steel
- 15) Type of signal system: a) Digital floor position indicator in the car and at all landings.  
b)Travel direction indicator in the car and at all landings.  
c) Overload warning audio and visual indicator, inside the car (lift should not start at the overload).  
d) Battery operated alarm bell and emergency light.
- 16) Landing entrance
  - a) Location of landing entrance in different floors :central opening sliding doors
  - b) Number :1 no at each floor
  - c) Size :to suit the size of car door
  - d) Type of doors : Horizontal sliding –center opening/telescopic
- 17) Electric supply : a)Power 415 V,AC,3 phase,50 hz,4 wire system  
: b) Lighting; 230 v, AC,50 hz
- 18) Is neutral wire available for control Circuit : Yes
- 19) Additional item, if any :
- 20) Special inclusions :
- 21) Propose date of commencement on site :
- 22) Proposed date for completion :
- 23) Storage space provided :
- 24) As per standard of manufacturers and should be Included in the offer
  - a) Digital position indicator in car and landing
  - b) Battery operated emergency light and alarm bell
  - c) False ceiling in car
  - d) Infra red door screen
  - e) Vandal proof S.S.Button with S.S.Cover
  - f) Car operating panel
  - g) Automatic rescue device

- h) Fireman's Switch
- i) Minor Builders Works
- j) Scaffolding
- k) Free Service for one year
- l) Braille symbols & auditory signals for Disable Persons.
- m) LED Display & LED Lighting.
- n) Auto Fan Cutt – Off.
- o) Battery operated Emergency Light and Alarm Bell.
- p) Flooring – PVC Flooring.
- q) Lift in use/lift out of order sign/lift under service



***Proforma 2c***

***FORM OF BANKERS' CERTIFICATE FROM A SCHEDULED BANK***

This is to certify that to the best of our knowledge and information M/s./Sri.....having marginally noted address, a customer of our bank are/is respectable and can be treated as good for any engagement up to a limit of Rs..... (Rupees.....). This certificate is issued without any guarantee or responsibility on the Bank or any of the officers.

(Signature)  
For the Bank

Note: 1) Bankers' certificates should be on letter head of the Bank, sealed in cover addressed to enlistment authority.  
2) In case of partnership firm, certificate to include names of all partners as recorded with the Bank.

**Part-II**  
**Price Bid**

**Schedule of work for Supply, Installation, and Testing & Commissioning of 01 No. 13 Passenger lift at new library building at NITS including 5 years maintenance contract**

<b>S . n o</b>	<b>Description</b>	<b>Unit</b>	<b>Qty</b>	<b>Rate in Rs and in words</b>	<b>Amount in Rs</b>
<b>1</b>	Supplying, installation, testing and commissioning of 13 passenger(884 kg) lift having contract speed of 1.5 MPS serving different floors in the lift shaft as per detailed specifications enclosed and as under:- Location of Lift: new library building NIT Silchar i)Speed 1.5MPS ii)Floors 4(G+3) iii)Travel 13 meter (approx.) iv) Stops and opening..... v)Controller: A.C. variable voltage &variable frequency vi) Automatic rescue device complete with dry maintenance free batteries as required. vii)Operation: Microprocessor based single automatic push button/simplex selective collective/duplex collective selective with/without attendant viii)Power-415 V,3 phase,50 Hz,4 wires system ix)Types of doors (a)Car: Power operated,centre opening horizontal sliding stainless steel scratch proof(moon rock finish) (b)Landing doors: stainless steel scratch proof(moon rock finish)	<b>Nos.</b>			
<b>2</b>	A handrail not less than 600 mm long at 900 mm above floor level to be fixed adjacent to control panel in the lift car.	<b>Set</b>			
<b>3</b>	Voice announcement system in the car to announce the position of the elevator in the hoist way as the car passes or stops at a floor served by the elevator.	<b>Set</b>			
<b>4</b>	Comprehensive maintenance of lift which include routine ,preventive &breakdown maintenance for period of five years including repair/replacement of worn out items with minimum downtime and warranty & guarantee of repaired/replaced items after completion of one year guarantee period				

**Total Rs.**

**Total Amount in Words:**

**Signature:** \_\_\_\_\_

**Name & Designation:** \_\_\_\_\_

**Co Name & Seal:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Place:** \_\_\_\_\_