

# Madhav Institute of Technology & Science Gwalior

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## SPECIAL CONDITIONS OF CONTRACT

The contractor must visit site before giving tender and must get acquainted with the working conditions.

The contractor shall examine all specifications, tender conditions before tendering for the works.

The contractor shall obtain all information relating to local regulations, byelaws, application of any and all laws relating to his work or profession. No additional claims shall be admissible on this account.

The following conditions shall also form part of the terms and conditions of contract for the supply, installation and commissioning of lifts :-

1. The equipment offered may be procured from either indigenous sources or foreign firms. The department however, will not be able to give any assistance for procurement of import license or for release of foreign exchange.
2. The contractor shall furnish for approval of the engineer in charge within 15 days of receipt by him of the letter communicating acceptance of his tender, fully dimensioned and detailed working drawing, after checking existing conditions at site and will show details of structural steel work, location of indicator panels, push buttons etc.
3. Delay in submission of working drawings will not entail the contractor to any extension of time. The engineer in charge will approve drawings within two weeks.
4. The lift contractor shall provide electric supply mains of adequate capacity from main meter board, along with necessary main switches – one for power supply and one for lighting supply. All wiring and required light points at intermediate points in lift shaft or lift pit will be provided by the lift contractor.
5. The price quoted for lifts should include one year's free service and maintenance including monthly attention by an expert mechanic, oiling, greasing, adjustment etc. The contractor shall also furnish one year's guarantee, against defective materials and/or workmanship. The above mentioned one year's period will be reckoned from the date the lift is certified by the Government Lift Inspector.
6. The installation of the lift/s shall be in conformity with the Lift Act applicable in gwalior prevalent at the time.
7. Tenders should be accompanied by a time schedule showing programmed stages of work for each elevator (lift) such as :-
  - a) Manufacture of component parts

- b) Packing and forwarding.
  - c) Delivery of equipment at site.
  - d) Erection of (a) Lift machine (b) guide rolls, counter-weights etc. (c) switchgear and control board (d) landing gates (e) car (f) testing of the installation (g) commissioning, and (h) certification by Government Lift Inspector and handing over possession to the department.
8. A wiring diagram of the system in a wooden frame with glass shall be provided in the lift room. Two spare copies of the same shall also be handed over to the department.
9. Although storage of equipment may be possible on the ground floor of the building, the department is not bound to provide any storage space with locking arrangement. Contractor shall make their own arrangements for transport of equipment to site. They should include the cost of all expenses for this also in their quoted price. Contractor shall make their own arrangements for the lodging of their erectors, machines and workmen, No space shall be provided at site. They should include all expenses for such arrangements in their quoted prices.
10. The prices quoted shall be firm and not be subjected to any price variation clause.
11. Fee / Charges for preparation of drawing, if required, inspection of work, Electrical Inspector, challan, resting etc. shall be borne by the contractor. No payment etc. shall be made by the department for preparation of drawings, approval, inspection of work and inspection fee etc. The site visit by the prospective intending contractor is desirable so as to have knowledge of the quantum of work and arrangement required before quoting the rates.
12. Custom Duty, Excise Duty Taxes, VAT / Sales Tax like Central Sales Tax, Local Taxes, Octroi Levy, Service Tax for any other taxes or duty charged anywhere will not be payable separately and will be inclusive in the tendered amount.
13. Any work not mentioned in the schedule but forming an integral part shall be deemed to be included in the scope of work and shall be carried out as per instructions of Engineer-in-Charge and as per provisions of agreement.
14. The test reports issued at Factory, copy of delivery memo etc. Necessarily and any other document can be asked by Engineer in Charge for verification purpose, complete set of test reports etc. right from factory to the site shall be submitted to the department.
15. The layout / design of all systems, equipments methodology and priority etc. shall be got approved by Engineer-in-Charge before commencing the work.
16. The scope of work shall be deemed to include all electrical works including earthing MCCB,RCB,MCB etc.
17. Contactor should visit the site before bidding. All minor addition and alterations in civil works will be included in installation charges of the lift.

18. Printed conditions of contract on contractor's letter heads or other shall not be applicable and will be ignored. Any work that the contractor has not included in his scope of work shall be specified. Work not so specified shall be deemed to have been included in the contractor's quoted price to make a complete job. Any exclusion not mentioned in the tender but subsequently. The specific conditions of contract with which the tenderer does not agree shall be clearly defined at the tender stage.

19. The electric supply will be 400 volts  $\pm$ , 3 phase, 50 Hz A.C.

20. ELECTRICAL WIRING

- 20.1 Electrical wiring for the lift installation shall confirm to:  
(i) CPWD General Specification for Electrical Work Part-I Internal 1994, Part-III-1981.  
(ii) Code of practice for electric wiring installation IS 732 1984.
- 20.2 (iii) National Electric Code 1983.  
The material used on this work shall confirm to relevant Indian Standards and as far as possible shall be ISI Marked.

21. It will be the responsibility of the contractor to get the lifts approved and certified by the Government Lift Inspector.

22. The rates quoted by the contractor shall be paid at net rates. He should include in his rates allowance for increase or decrease in the prices due to market fluctuations. He shall not be entitled to any separate amount on account of taxes, duties, excise, octroi, freight etc. which are in force or may be enforced or enhanced by government or local bodies during contract

period of after tendering. Enhancement in rates shall not be allowed on tender rates on account of any reason whatsoever.

All rates quoted must be for complete items inclusive of all accessories, fixtures and fixing arrangements, nuts, bolts, hangers etc. as are a standard part of the particular items.

All rates and taxes, if any leviable by state/central government, local authorities under any law for the time being in force in the state shall be borne by the contractor. The quoted rates for supply, erection and commissioning items of lifts shall be deemed to be inclusive of all such rates and taxes.

23. Work Supervision:- The contractor shall keep a qualified and experienced engineer for supervision of works to ensure best quality work.

24. Nomenclature of items:- Nomenclature of the items of works mentioned in the schedule is only a brief description of the work. The work shall have to be executed in accordance with the relevant specifications for the work to the satisfaction of the engineer in charge of the work. Any omission in description will not absolve the contractor from his responsibilities to complete the work in a satisfactory manner.

25. The work shall be completed by the contractor in all respects subject to the following preparatory work only to be attended to by the department.
- a) The lift walls shall be provided by the department, plastering of lift walls, if required shall be done by the department before the erection work.
  - b) The lift contractor shall provide hoisting beam in the machine room ceiling and all other structural steel work required for the installation of the lifts shall be provided by the contractor within his quoted price.
  - c) Door frames and fascia plates which pertain to the architectural finish of the jambs of the lift opening will not form part of the lift contractor's scope of work.
  - d) The department shall provide a continuous sill bearing area for each hoist way entrance of such construction as to assure secure anchorage and support for each sill and locate the hoist way edge of the sill support or floor construction not more than two inches (2") from the line of sill nosing.
26. The following works shall also form part of the contractor's works :-
- a) The contractor shall do suitable painting of all elevator material including the structural steel supplied by him within his quoted price without any extra charge.
  - b) All cutting of walls, floors or partitions together with any repairs made necessary thereby including grouting of all bolts, sills, steel members, indicator and button boxes etc. in position shall be done by the contractor within his overall quoted price and without any extra cost.
  - c) The contractor shall guard and protect the hoist way during the course of installation of the lifts.
  - d) The contractor shall provide scaffolding to his requirement in the elevator hoist way during the certain period and remove the same thereafter within his overall quoted at no extra charge to the department.
  - e) Any packing cases or left over materials or tools, tackles, instruments etc. brought to the site by the contractor shall remain his property. All construction debris, mulba, packing material etc. should be removed from the site promptly so that the site is kept in a clean and orderly state at no extra cost.
27. The quoted price for lifts shall include the cost of providing and installing machine beam, bearing plates, buffer supports, ladders, interphone equipment or required for the lift complete.
28. The contractor has to obtain their own separate electric connection from MPSEB and has to pay required MPSEB charge.
29. Eligible criteria for bidders :-  
The Vendor shall submit all relevant documents, certificates in order to comply Minimum Eligibility Criteria as specified in the details inviting tender. These documents shall be authentic and duly certified where ever it is necessary.
30. **MODE OF PAYMENT**  
The payment shall be made as per the following schedule:
- (a) Stage-1 : 50% of the quoted rate shall be paid after the receipt of complete material at site after due verification and inspection of all test certificates and documents, The company shall have to submit the complete list of material and equipment required to complete the job,.
  - (b) Stage-2 : 40% of the quoted rate shall be paid after completion of successful installation to the satisfaction of the Engineer-in-Charge & after getting test certificates & MPEB NOC.
  - (c) Stage-3 : 10% of the quoted rates shall be paid after completion of guarantee period.
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31. PERFORMANCE :-

- a) The Contractor shall be fully and solely responsible for proper, safe efficient design and performance of his equipment and installation, in conformity with drawings and parameters and specifications stipulated in the Contract documents.
- b) In case the Contractor finds that anything contained in drawings, specifications or given parameters will not ensure such performance and compliance with best trade practices and codes, rules and regulations laid down by Authorities, he shall bring such matters to the attention of the EIC/ARCHITECT and shall follow their instructions for which no extra payment will be made by MITS.
- c) The contractor shall also guarantee that the performance of the various materials and items individually shall not be less than specified ratings when working under operating conditions given for the respective items.

32. RISK MANAGEMENT :-

**WORK PERFORMED AT CONTRACTOR'S RISK:**

The Contractor shall take all precautions necessary and shall be responsible for the safety of

the work and shall maintain all safe guards, including providing for guards, proper lights, signs, temporary passages, or other protection necessary for the purpose. All work shall be done at the Contractor's risk, and if any loss or damage shall result from fire or from other cause, the Contractor shall promptly repair or replace such loss or damage free from all expenses to the MITS.. The Contractor shall be responsible for any loss or damage to materials, tools or other articles used or held for use in connection with the work. The work shall be carried on and completed without damage to any work or property of the MITS. or of others and without interference with the operation of existing machinery or equipment, if any.

**CONTRACTOR'S LIABILITY AND INSURANCE**

- a) From commencement to completion of works, the Contractor shall take full responsibility for the care of the work and for taking precautions to prevent loss or damage to the work to the maximum extent possible and shall be liable for any damage or loss that may arise

to the works or any part thereof from any cause whatsoever including causes of fire, lightening, explosion, fire, earthquake, storm, hurricane, floods, inundation, subsidence, landslides, rock slides, riots (excluding civil war, rebellion, revolution and insurrection) or any latent defect or same so that at all times the work shall be in good order and condition and in conformity in every respect with the requirements of the Contract.

Explanation : For the purpose of this condition, the expression "from commencement to completion of work" shall mean the period starting with the date of issue of the work order or date of handing over of site whichever is later and ending with issue of Virtual Completion Certificate. For the purpose of this Insurance clause only, handing over of site shall also include any handing over of space to the Contractor for the purpose of storage of materials and equipment.

- b) Without limiting the obligations and responsibilities under this condition, the Contractor shall insure and keep insured the works from commencement to completion, as aforesaid, as increased by 25% of the contract value against the risk of loss or damage from any cause whatsoever including the cause enumerated in the foregoing Clause (a). In the event of there being a variation in the nature and extent of the works, the Contractor shall from time to time increase or decrease the value of the insurance correspondingly. The entire premium for the insurance shall be borne and paid by the Contractor. The said insurance shall also provide cover for the removal of debris of the lost or damaged works. The said insurance shall be in the joint names of the MITS and the Contractor, MITS name being mentioned first in the policies and the Contractor shall deposit with the MITS. the said policy or Policies before commencing the work. All money payable by the insurer under such Policy/Policies shall be recovered by the MITS. only and may be paid to the Contractor or any other agency of MITS. choice in the installments for the purpose of rebuilding or replacing or repairing the works and/or goods destroyed or damaged as the case may be.
- c) The Contractor shall at all times indemnify and keep indemnified the MITS. against all losses, claims, damage or compensation including under the provisions of the payment of the Wages Act 1936, Minimum Wages Act 1948, Workman's Compensation Act 1923, the Maternity Benefit Act 1961, Industrial Disputes Act 1947, and Contract Labour (Regulation and Abolition) Act 1970 and Employees State Insurance Act 1948, Motor Vehicles Act 1988 or any modifications thereof or under any other law relating thereto and rules made there under from time to time or as a consequence of any accident or injury to any workman or other person in or about the work whether in the employment of the MITS. or Contractor or not, and also against all costs, charges and expenses of any suit, action or proceedings whatsoever out of such accident or injury or combination of any such claims.
- d) Before commencing the work, the Contractor shall without limiting his obligations and responsibilities under this condition, insure against any loss of life or injury to any personnel in the employment of Contractor/sub-Contractor/nominated Sub-Contractor. For this purpose, insurance shall be taken by the Contractor/Sub-Contractor. Such insurance shall be taken to include employees / workmen covered by the Workman's Compensation Act 1923, as well as those employees/workmen not covered by the said Act. Separate insurance policies may be taken for employees/work men covered by Workman's Compensation Act 1923, and employees/workmen not covered by the said Act. All the premium shall be paid by the Contractor. Policy/Policies taken under this paragraph for the personnel in employment with the Contractor/Sub-Contractor may be in their Indore Development Authority names of the Contractor/Sub-Contractor/nominated Sub-Contractors. In the event of any loss or injury to personnel in employment with the Contractor/Sub-Contractor/nominated Sub-Contractor, the Employee and Contractor shall recover directly from the Insurance Company and ensure that payment of the same is made to the affected parties including the MITS. The policy in original shall be deposited with the MITS. However, if the Policy obtained by the Contractor is not project-specific but covers several works, a certified copy of the Policy Shall be submitted to the MITS., together with original which shall be returned after verification.

- e) The Contractor shall at all times indemnify and keep indemnified the MITS. against all losses and claims for injuries or damage to any person or any property whatsoever which may arise out of or in consequence of the construction and maintenance of the work and against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect of or in relation thereto. Before commencing the execution of the works, the Contractor shall without in any way limiting his obligations and liabilities under this condition, insure at his cost and expense against any damage or loss or injury which may be caused to any person or property including the Employee or servants of the and the Consultants and their property by or in the course of the execution of the works. Such insurance to be known as the Third Party Insurance shall be in a sum equivalent to two percent of the estimated value of the work, subject to the minimum sum of Rupees Five Lacks. The Insurance policy to be so obtained by the Contractor shall be deposited by the Contractor with the MITS. within seven days of its issue by the insurer.
- f) The Contractor shall provided the MITS. with documentary evidence from time to time, that he has taken all the insurance policies mentioned in the foregoing paragraphs and that he has paid the necessary premium for keeping the policies valid till the works are completed and handed over to MITS.
- g) The Contractor shall ensure that similar insurance policies are taken out by his sub Contractors or nominated Contractors, if any. The Contractor shall be responsible to the MITS. or to any other person for any claim or loss resulting from the failure of the Sub-contractor or nominated Sub-Contractor to obtain such insurance policy. While taking the insurance policies, Contractor should indicate clearly to the insurance companies that policies issued should cover their Sub-Contractor and nominated Sub-Contractor also.
- h) If the contractor and/or his sub-contractor or nominated Sub Contractor, if any, shall fail to effect and keep in force the insurance referred to above or any other insurance which he/they may be required to effect under the terms of the Contract, then in any such case, the MITS. may, without being bound to effect and keep in force any such insurance policy

and pay such premium or premium, as may be necessary for that purpose from time to time and deduct the amount so paid by the MITS. from any money due or becoming due to the Contractor recover the same as a debt due from the Contractor.  
All Insurance Policies shall be obtained from nationalized Insurance Companies only.

- j) In the event of any claim for insurance becoming due on account of any eventuality covered by the respective insurance policy/policies, the Contractor shall reinstate the installation, replace the materials or equipment's or pays compensations to the affected personnel/ Employees or their legal heirs without waiting for settlement of the claim from insurance company.
  - k) If the Contractor shall not perform and observe any of the duties and obligations devolving upon him hereunder, and such omission or breach by the Contractor shall involve the MITS. in any liability tortuous or otherwise and/or loss or damage, the MITS. shall be entitled to the restitution of such loss or damage and shall be entitled to recover the amount of restitution from any moneys due to the Contractor from the MITS. under this Contractor or any other Contract.
  - l) The MITS. shall insure the building in totality on obtaining possession of the building and other structures.
  - m) In case of any accident at site, fatal or otherwise, the contractor shall be solely responsible for all financial and legal consequences.
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## **INSURANCE IN RESPECT OF DAMAGES TO PERSONS & PROPERTY**

1. The contractor shall be responsible for all injury to persons, Neighboring Properties, animals or things, and for all structural and decorative damage to property which may arise from the operation or neglect of himself or of any nominated Sub-contractor's employees, whether such injury damage arise from carelessness, accident or any other cause whatever in any way connected with the carrying out of this contract. This clause shall be held to include inter alia, any damage to buildings, whether immediately adjacent or otherwise, and any damage to roads, streets, foot-paths, bridges or ways as well as all damage caused to the building and works forming the subject of this contract, by frost or other inclemency or whether. The Contractor shall indemnify the MITS. from any such injury or damage to persons or property as aforesaid and also in any award of compensation or damage consequent upon such claims.

2 The Contractor shall reinstate all damage of every sort mentioned in the clause, so as to deliver up the whole of the contract works complete and perfect in every respect and so as to make good or otherwise satisfy all claims for damage to the property of third parties.

3.The Contractor shall indemnify the MITS. against all claims, which may be made against the MITS. by any member of the public or other third party in respect of

4.Anything which may arise in respect of the works or in consequence thereof and shall at his own expense arrange to effect and maintain, Until the virtual completion of the contract, with an approved office a Policy of Insurance in the joint names of MITS. and the Contractor against such risks and deposit such Policy or Policies with the Architect from time to time during the currency of this Contract.

5.The Contractor shall similarly indemnify the MITS. against all claims which may be made upon the MITS. whether under the workmen's Compensation Act or any other statute in force during the currency of this Contract or at common law in respect of any employee of the Contractor or any Sub-Contractor and shall at his own expense effect and maintain, until the virtual completion of the contractor, with an approved office, a policy of Insurance in the joint names of the employee and the contractor against such risks and deposits such Policy or Policies with the Architect from time to time during the currency of this Contract.

6. The Contractor shall be responsible for anything, which may be excluded from the Insurance Policies above referred to, and also for all the damage to any property arising out of and incidental to the negligent or defective carrying out of this contract. He shall also indemnify the MITS. in respect of any costs, charges and expenses arising out of any claim or proceedings and also in respect of any award of or compensation of damage arising there from.

7. The MITS. with the concurrence of the Architect shall be at liberty and is hereby empowered to deduct the amount of any damage, compensation, costs, charges and expenses arising or occurring from or in respect of any such claim or damage from any sum or sums due or become due to the contractor.

33. INDIAN STANDARDS CODE :-

The relevant I.S. Code of practice shall be the latest version with its amendments/revisions. The Contractor shall keep and maintain copies of the latest editions of relevant I.S. Codes at the work site and make it available to EIC/ARCHITECT when required.

34. ADDRESS FOR SERVICE :-

All letters and Notices under or pursuant to these presents shall be hand delivered against acknowledgement or sent by Registered Post with Acknowledgement Due at the respective

addresses mentioned below. Any change in the addresses shall be duly intimated by the concerned Party to all others.

35. TAKING OVER

Upon the successful completion of all the tests to be conducted at site on the material/items executed by the contractor, the MITS. shall issue a recommendation letter to the DISTRICT ADMINISTRATION confirming that the interiors is ready to be taken over by the DISTRICT ADMINISTRATION. Issuance of such recommendation letter for taking over shall not relieve the contractor of any of his obligations under the terms and conditions of contract.

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### 36. DEFECTS LIABILITY PERIOD

During the defects liability period the contractor shall furnish services of inspection and maintenance for the equipment installed under this contract for period of twenty four months from the date of acceptance of the complete installation. The maintenance during the above period shall be free of cost and shall cover inspection of equipment, carrying out necessary adjustments, oiling, greasing except replacement of parts due to misuse or accidents or negligence of others. The periodicity of such inspection maintenance service shall be not less than once a month. The above maintenance schedule is over and above break-down calls. The break-down calls shall be attended within the response time of reporting of such break-down. A record of such maintenance shall be maintained.

#### Response Time:

- (i) The break down calls when intimated between 10.00AM to 6.00PM (i.e. working hours) then the complaint shall be attended within 6 hours of reporting of such break down.
- (ii) Break down call intimated after 6.00 PM and before 10.00 AM shall be attended within 12 hours of reporting of such break down.

**Note:**

- (i) If the complaint is not attended within the response time as mentioned above, then a penalty of Rs. 500/- per day will be applicable
- (ii) If complaint is attended and reported within response time but not rectified due to justified reason then Authority shall be at discretion to decide on the imposition of penalty and the amount of penalty as the case may be depending on the nature of break down.

**Note :** ALL MINOR CIVIL WORKS SUCH AS BUFFER BLOCK , CHIPPING , MACHINE ROOM POCKET HOLE , MACHINE PLINTH , SHAFT POCKET HOLE ETC REQUIRED FOR LIFT INSTALLATION & ELECTRICAL CABLE FROM GROUND FLOOR PANEL TO MACHINE ROOM , DOUBLE EARTHING, ELCB , MCB , SHAFT LIGHT , WILL BE DONE BY THE LIFT COMPANY.

**(Dr. Sanjeev Jain)**  
**Director**

I have studied the above special conditions of contract and shall abide by them.

**Date:**.....

**Seal & Signature of the Agency/ Firm**

# MADHAV INSTITUTE OF TECHNOLOGY & SCIENCE

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Name of work : Supply, Installing, Testing, Commissioning  
of Passenger Lifts (2 Nos.) in MITS college Girl's Hostel Gwalior.

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## ELIGIBILITY CRITERIA

The Vendor shall submit all relevant documents, certificates in order to comply Minimum Eligibility Criteria. These documents shall be authentic and duly certified wherever it is necessary. Copy of following Documents should be submitted alongwith original EMD.

- Should have their own manufacturing unit in case of manufacturer or their authorized dealer/ channel partner. In case of manufacturer's authorized dealer/ channel partner, the letter of authorization from manufacturer and Third Party Agreement shall have to be submitted in original for the specific work along with EMD.
- Should have local office cum service centre at Indore/gwalior for providing post installation service. Certificate for the same be provided with the bid & authorization letter in case of authorized dealer/channel partner.
- Tenderer should have valid "A" class electrical contractor license from the authorized licensing authority in MP PWD registration.
- Tenderer should have successfully completed/ have work in hand of at least 3 different works of supply and installation of lifts of project costing not less than 1.00 Crore (in a single order) of any Govt. / Semi Govt. / Pradhikari.
- Tenderer should have successfully completed / have work in hand of at least three lift installations having travel height of minimum 15 meters (6 stops) or more from any govt /semi govt pradhikari
- The tender shall be submitted in two sealed envelopes clearly marked 'A' & 'B'.
  - A : Technical Bid & EMD in terms of Demand Draft of Rs. 15,000/- in favour of Director, MITS, Gwalior payable at Gwalior.
  - B : Financial Bid with complete tender document.

**DIRECTOR**

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