

Cost of Tender Form: Rs. 5000/-(Non Refundable)

EMD: Rs. 80,000/-

MADHAV INSTITUTE OF TECHNOLOGY & SCIENCE, GWALIOR – 474 005
(A Govt. Aided UGC Autonomous NAAC Accredited Institute Affiliated to RGPV, Bhopal)



TENDER DOCUMENT

FOR

**SUPPLY, INSTALLATION, TESTING, COMMISSIONING, PUTTING INTO
OPERATION & FINAL TESTING OF 2 NOS OF MACHINE ROOMLESS LIFT
(1.00 MPS) OF 5 STOPS IN THE ACADEMIC BLOCK BUILDING IN THE
MITS CAMPUS**

2022-23

The Tender Document contains Pages (19) from Page No 1 to 19

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Name of work: Supply, Installation, testing, commissioning, putting into operation & final testing of 2 nos of Machine Roomless Lift of 5 Stops in the academic block building in the mits campus

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MADHAV INSTITUTE OF TECHNOLOGY & SCIENCE, GWALIOR – 474 005
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TENDER FOR LIFTS

Sealed tenders are invited from Manufacturers for the supply, installation, testing, commissioning, putting into operation & final testing of 2 no's of machine roomless lift (1.00 MPS) of 5 stops in the academic block building in the MITS campus

| S. No. | Category of Tenders | Earnest Money (Rs.) | Cost of Tender Form (Rs.) |
|---------------|--|----------------------------|----------------------------------|
| 1. | Supply, Installation, testing, commissioning, putting into operation & final testing of 2 nos of Machine Roomless Lift (1.00 MPS) of 5 Stops in the academic block building in the mits campus | 80,000/- | 5000/- (Non Refundable) |

The tender form can be obtained from the office of the Deputy Registrar, on or before 20.09.2022 up to 2:00 PM during Institute working hours. The last date for the submission of completed tender form is 20.09.2022 up to 3:00 PM and tenders will be opened on 20.09.2022 at 4:00 PM. The tender documents can be downloaded from the web-site www.mitsgwalior.in. The tenders directly downloaded from the website, must be attached with a Draft/Pay order in favour of the **Director, MITS, Gwalior**, payable at Gwalior, of the tender cost.

(Dr. RK Pandit)
Director

MADHAV INSTITUTE OF TECHNOLOGY & SCIENCE, GWALIOR – 474 005
(A Govt. Aided UGC Autonomous NAAC Accredited Institute Affiliated to RGPV, Bhopal)

GENERAL TERMS & CONDITIONS

1. Tender documents can be downloaded and tender cost shall be submitted against Cash Payment/ DD of **Rs. 5000/-** (Non refundable) in favour of Director, MITS, Gwalior on or before 20-09-2022 up to 3:00 PM from the Institute.
2. The tender documents directly downloaded from the institute website, must be attached with a demand draft of the tender cost in favour of Director, MITS, Gwalior payable to Gwalior. (Web site : www.mitsgwalior.in)
3. The EMD amount is Rs 80,000/- shall be submitted in terms of Demand Draft in favor of Director, MITS, Gwalior payable at Gwalior, No interest will be paid on the EMD Cost.
4. Earnest money deposit (EMD) is to be submitted along with the completed tender form duly sealed in 1st cover (Technical Bid).The EMD shall be in the form of **Demand Draft in favor of the Director, MITS, Gwalior, payable at Gwalior.**
5. Eligibility criteria for applying the tender.
 - (a) Valid “A” class electrical contractor license from the authorized licensing authority in MPPWD registration.
 - (b) Valid GST Registration certificate and GST IN Number.
 - (c) Annual turnover of 500 Crores.
 - (d) Proof of the Latest Income Tax Return.
 - (e) 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.
 - (f) Valid Pan card

These certificates and DD (**Rs. 5000/- and Rs.80,000/-**) are to be put inside the 1st envelope.

The tenderers shall submit the tender in two sealed envelopes **marked as 1st and 2nd**. **The first envelope should contain the EMD, Tender Cost (if downloaded from institute website) and copies of all relevant documents pertaining to eligibility criteria and second envelope should contain the tender form of the price bid.** In case, the 1st envelope is not annexed for eligibility criteria in the proper form as mentioned above in clause 5, and/or is without EMD, the envelope marked 2nd will not be opened at all and the same will be rejected and no representation shall be entertained in this regard. **These two envelopes are to be put inside the third separate envelope.**

6. **All sealed cover envelopes** must be super scribed **“Tender for 2 No of MRL lift for Academic Block In the MITS Campus”** on the top of envelope.
7. The last date & time of submission of tender is (On or before) 20-09-2022 up to **3.00 p.m.**
8. First envelope will be opened on 20-09-2022 @ **4.00 p.m.** The second envelope of only the eligible **tenderers** will be opened on the same day.
9. Telegraphic/Fax and conditional tenders shall not be accepted.
10. Director, MITS, Gwalior, reserves the rights to accept or reject any or all tenders without assigning any reason thereof.
11. The rates should be F.O.R. at site (Institute Premises) & no extra charges on this account (For octroi, and surcharge etc.) shall be payable to the suppliers.
12. Our institute is exempted to pay excise duty.
13. The rates should include all materials, labour charges, profit and relevant taxes, if any.
14. The tenderers, whose tender is accepted, shall have to sign an agreement as per the given format.
15. Any amount due or becoming due for the tenders shall be covered from their bills.
16. The competent authority reserves the right to increase or decrease the quantity of any item during the execution of the work. The tenderers will be bound to comply with the order of the competent authority without any claim and compensation.

17. The competent authority will have the right of rejecting all or any part of the tender without assigning any reason; **even the lowest tender does not necessarily qualify for the order.**
18. The rates should be competitive and workable.
19. Any legal controversy will be subjected to disposal in Gwalior jurisdiction only.
20. The Contractor shall execute the work as per specifications as mentioned in the tender documents.
21. The Contractor is binding himself to follow all the labour law & regulations.
22. Before making any supply of any materials to the Institute, the Contractor shall get the approval by the competent authority or his representative; otherwise the supply shall not be approved. To check the rest of supply, he should submit the approved sample in our office, if items do not belong to reputed or registered make.
23. The Contractor should satisfy himself regarding the magnitude of the supply & no claim on this account shall be entertained.
24. Warranty period should be clearly specified as per the latest term and condition of the original manufacturers and the parts and labour costs are to be included for the full warranty period.
25. The warranty period will be considered from the date of supply of the items.
26. A duly constituted committee of the Institute may inspect the work done by the Contractor at other places. The committee may also inspect infrastructure of those applicants who qualify the eligibility criteria in clause – 5, for satisfaction.
27. M.I.T.S. Gwalior will have the right to check the samples before supply and work.
28. A duly constituted committee of the Institute may inspect the completed work done by the Contractor in the last 3 financial years.
29. If any miss happening takes place during construction work, responsibility of compensation will be binding to the contractor only.
30. Remaining terms and conditions of working in the MITS will be as per provision of CPWD PART-III.

(Dr. R.K PANDIT)
Director

I have studied the above general terms & conditions of contract and shall abide by them.

Signature with Seal of Contractor/Firm

Name:.....

Date :.....

LIFT TECHNICAL DETAILS

| S.NO | ITEM DESCRIPTION | SPECIFICATIONS |
|------|--|---|
| 1 | Supply, installation , testing , commissioning , putting into operation and final testing of automatic MRL lift complete in the shaft well & pit constructed already as per CPWD specification including Automatic Rescue device (ARD) , all standard equipments, accessories and control equipments as per manufacturers design and as per CPED Specification (PART III LIFTS) on turnkey basis , Conforming to NBC statutory norms and fulfilling following requirements | |
| | PRODUCT DETAILS | |
| | Lift Type | Passenger Lift |
| | Rated Capacity Persons / Kgs | 15 Persons / 1080 Kgs |
| | Rated Speed m/s | 1.00 |
| | Number of stops | 5 |
| | Floor Designation | B+G+3 |
| | Access Sides Inline/Thru Type | 1 (One), In Front Only |
| | Floor Display Character (Entrance Position) | B(F),G (F),1(F),2 (F),3 (F) |
| | MACHINE AND CONTROLLER DETAILS | |
| | Machine Location / Type | Machine Roomless – Gearless (Permanent Magnet Synchronous motor with Eco-Disk technology) |
| | Drive System | Micro Processor Based VVVF |
| | Control system | Microprocessor Based Simplex Selective Collective Control With / Without Attendant |
| | Main Power Supply | AC 3 Phase, 50 Cycles, 400/415 Volts ±10% |
| | Light Power Supply | 220 Volts 50Hz LNE |
| | SHAFT DETAILS | |
| | Shaft Type | RCC Framed Structure/Block Work |
| | Shaft Width mm X Shaft Depth mm | 2550 X 2150 |
| | Overhead mm | 4800 |
| | Pit Depth mm | 1600 |
| | Travel Height (in Meters) | 21.5 |
| | Shaft Reduction Channel | Not Required |
| | Shaft Reduction Channel Weight (in Kgs) | No |
| | Pit Ladder | Yes |
| | Shaft Light & Sockets | Customer Scope |
| | CABIN DETAILS | |
| | A) SIZES | |
| | Car Width mm X Car Depth mm (*Car size i.e. Length & breadth can be changed as per model but area will remain same i.e. 2.4 sqm) | 1500 X 1600 |
| | | |

| | | |
|--|--|---|
| | Car Clear Height mm | 2200/2300 |
| | Car Door Type Center/Side | Power Operated Centre Opening Sliding Door |
| | No Of Door Panels | 2 Panel |
| | Type of Door Drive | Linear Door Drive System |
| | Car Door (W X H) mm | 900 X 1000 |
| | | |
| | B) FINISHES | |
| | Design Of Lift Cabin | SS Hairline |
| | Car Door | Stainless Steel |
| | Car Door Finish | Hairline Finish |
| | Ceiling Finish & light | Ss Hairline Finish with LED lighting |
| | Car Ventilation | Pressure fan/Blower fan (Car fan with automatic sleep timer shall be provided) |
| | Flooring Type | As per Model \ |
| | Handrail Type & location | SS Round Handrail on rear side |
| | Car Door Sill | Aluminum |
| | Extra Allowance for Cabin Interior (Kgs) | Max 95 |
| | LANDING DOORS DETAILS | |
| | A) SIZES | |
| | Door Type | Centre Opening Sliding Door |
| | Door Size (W x H) mm | 900 X 2100 |
| | Door Sill | Aluminum |
| | B) FINISHES | |
| | Landing Door Finish* | (B+G+3) Stainless Steel - Hairline Finish |
| | Landing Door Frame / Finish* | (B+G+3) Stainless Steel - Hairline Finish |
| | Main Landing Floor | G |
| | Other Landing Floors | B,1,2,3 |
| | Jamb Type | Slim Frame |
| | SIGNALIZATION / FIXTURES DETAILS | |
| | A) CABIN OPERATING PANEL | |
| | Car Operating Panel Type | Full height SS Face plate silver brushed , Dot Matrix display & surface mounted Braille buttons |
| | Number of Car Operating Panel | 1 |
| | Car Display Location | Car Operating Panel |
| | Handicaped Requirements | Yes |
| | Call Register Signal | Yes |
| | Floor Annunciator | Yes |
| | B) LANDINGS INDICATORS | |
| | Landing Operating Panel Type | SS Face plate silver brushed , Dot Matrix display & surface mounted Braille buttons |
| | Location | Landing Display On Wall |
| | LOP Mounting Type | Grouting |
| | Landing Display Location | (B+G+3) LOP |
| | Call Register Signal | Yes |

| | | |
|----|---|-----------------------|
| | Stainless Steel Braille Button | Yes |
| | Landing Switch | No |
| | Landing Access System | No |
| | SAFETY DETAILS | |
| | Over Speed Governor | Yes |
| | Door Protection | Infra Red Door Screen |
| | Counter Weight Safety | Yes |
| | Counterweight Screen | Inbuilt |
| | Over Load Indicator | Yes |
| | Fireman Switch | Yes |
| | Automatic Rescue Device | Yes |
| | Battery Operated Emg Alarm Light | Yes |
| | Two Way Intercom with Press & Speak in COP | Yes |
| | Additional Futures | |
| 1 | CAR ARRIVAL CHIME | |
| 2 | NUDGING | |
| 3 | The landing doors should be 120 mins fire rated and certified from authorized department | |
| 4 | The transmission medium should be steel ropes only and ropes shall be of the traction steel of suitable size, construction and number to ensure the proper operation of elevator and shall give satisfactory wearing qualities. The governor rope shall be of steel. The factor of safety should be given in relevant IS code. No car or counter weight ropes shall be repaired or lengthened by splicing. Fixing arrangements shall conform to relevant IS code. | |
| 5 | SAFE LANDING OPERATION | |
| 6 | NEXT LANDING OPERATION | |
| 7 | BMS COMPATIBILITY-POTENTIAL FREE 4 CONTACTS ONLY | |
| 8 | FULL LOAD BYPASS | |
| 9 | FREE SERVICE FOR ONE YEAR | |
| 10 | SILL SUPPORT | |
| 11 | LIFT OUT OF ORDER BOX (ENGLISH & LOCAL LANGUAGE) | |
| 12 | MACHINED TEE GUIDE FOR CAR & CWT | |
| 13 | CAST IRON FILLER FOR CWT | |
| 14 | PROVISION FOR CCTV CAMERA - IP (Cat6 flat travelling cable) | |

FINANCIAL BID

| S.No. | Category of Tenders | QTY | RATES PER UNIT (INCLUSIVE OF GST) |
|-------|---|----------------------|--------------------------------------|
| 1. | Supply, Installation, testing, commissioning, putting into operation & final testing of 2 nos of Machine Roomless Lift of 5 Stops in the academic block building in the mits campus | 2 | |
| | | Total Amount (RS) | |

Note: The rates quoted should be as per the technical conditions mentioned above; all the conditions mentioned above are mandatory

MIT S scope

(A) Electrical Work

- 1) 25 A/300MA ELCB (4 Pole) For 3 Phase -1 No's in Machine Room & 16 A MCB (2 Pole) For Single Phase in Machine Room
- 2) 8 SWG Copper Earthing / 25-3 G.I strip from earth pit to Machine room terminated at Earthing Strip Metallic Glands and Lugs for cable Entry in Mains for 2 Phase and Single Phase Power Supply
- 3) 4 Core 6 Sq.mm Armored Copper Cable for 3 Phase Power Supply in Machine room & 2 Core 2.5 Sq.mm Armored Copper Cable for' Single Phase Supply in Machine room.
- 4) Single phase (5 Amps) power supply - one for shaft lighting & one for lift car (fan, light) should be available
- 5) Bulkhead fittings with 3-pin socket & on -off switch should be provided
- 6) Height Up to Headroom & metallic Glands and Lugs for cable Entry in Mains for 2 Phase and single Phase Power Supply.

(B) CIVIL WORK

- 1) Lift Pit Filling to the required depth as mentioned in GAD from the finished floor level (FFL)
- 2) Water Proofing inside the Pit to be done
- 3) Lift Shaft should be completely plastered to our General Arrangement Drawing (GAD) with clear plumb level
- 4) Lift Shaft White washing to be done
- 5) Template to be provided as per our drawings
- 6) Architrave or elevator entrance civil work
- 7) Construction of RCC Buffer blocks in Pit
- 8) Extra Steel if required suiting the site conditions.
- 9) Plaster Finish in Lift Well

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 and all laws relating to his work or profession. No additional claims shall be admissible on this account. The contractor shall obtain all information relating to local regulations, byelaws, application of any 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 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 :-
 - I) Manufacture of component parts
 - II) Packing and forwarding
 - III) Delivery of equipment at site.
 - IV) 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) Contactor should visit the site before bidding. All minor addition and alterations in civil works will be included in installation charges of the lift.
- 17) 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.

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

19) ELECTRICAL WIRING

19.1 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.

(iii) National Electric Code 1983.

19.2 The material used on this work shall confirm to relevant Indian Standards and as far as possible shall be ISI Marked.

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

21. 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.

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

23. 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.

24. 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.

25. The following works shall also form part of the contractor 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, malba, 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.

26. 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.

27. The contractor has to obtain their own separate electric connection from MPSEB and has to pay required MPSEB charge.

28. 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.

29. 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: 50% 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.

EMD Will be returned after the successful completion of the DLP period (1 year Maintenance)

30. 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 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.

31. 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.

32. 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, lightning, 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.

33. 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.

34. 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.

35. 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.

36. 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 completion certificate, letter for taking over shall not relieve the contractor of any of his obligations under the terms and conditions of contract.

37. 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 12 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.

(Dr RK PANDIT)
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, GWALIOR – 474 005
(A Govt. Aided UGC Autonomous NAAC Accredited Institute Affiliated to RGPV, Bhopal)

ADDITIONAL CONDITIONS

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 along with original EMD.

- 1) 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.
- 2) 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.
- 3) Tenderer should have valid "A" class electrical contractor license from the authorized licensing authority in MP PWD registration.
- 4) Tenderer should have successfully completed / have work in hand of at least three lift installations having Travel height of minimum 20 meters (5 stops) or more from any govt /semi govt