



TENDER
NATIONAL HEALTH SYSTEMS RESOURCE CENTRE

Ref:-NHSRC/Admin/18-19/vertical Extn/Lift

Dated:-19-02-2019

SUBJECT : SEALED TENDERS ARE INVITED ON BEHALF OF NATIONAL HEALTH SYSTEMS RESOURCE CENTRE, NEW DELHI FOR SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF 6 PASSENGER LIFTS INCLUDING FABRICATION OF STEEL STRUCTURE AT NHSRC, NIHFV CAMPUS, MUNIRKA, NEW DELHI -110067.

SUMMARY OF TENDER

Name of Work	Supply, Installation, Testing and Commissioning of 6 Passenger lifts including fabrication of Steel Structure at NHSRC, NIHFV Campus, Munirka, New Delhi -110067
Notice Inviting Tender	19 Feb 2019 at 00.00 Hrs
Pre-Bid Meeting	26 Feb 2019 at 15.30 Hrs (03.30 PM)
Date of issue of tender documents.	From 19-02-2019 to 05-03-2019 till 1500 Hrs, can be downloaded from the website of NHSRC. www.nhsrcindia.org
Date of submission of Tender	The sealed Tender so as to reach this office on or before 05-03-2019 latest by 1500 hrs
Date of opening of Tender	On 05-03-2019 at 1530 hrs in presence of party who may be present.
EMD	Rs.30,000.00 (Refundable) - Rupees Thirty Thousand Only.
Performance Guarantee	5% of Contract Amount
Tender Cost	Rs.1000.00 (Non-Refundable) Rupees One Thousand only.
Exemption from the payment of EMD and Tender fee	The exemption for the payment of EMD as well as tender fee will be applicable to the MSME/ NSIC/ District Industry Centre registered units for the goods/ items for which the said tender is floated.
Completion time	60 Days
One Envelope (Single Stage Single Envelop)	EMD & Tender Cost Pre qualifications Documents with Tender Document as per Para 4.1 to 4.8 and Financial Bid.
The Envelope should have all the documents mentioned above.	

Dr. Uddipan Dutta
Principal Administrative Officer (NHSRC)

TERMS AND CONDITIONS The work is estimated to be with NHSRC. This estimate, however, is given merely as a rough guide.

1. The tender shall be submitted in prescribed form.
2. The works are to be completed in **60 Days** from the 7th day after the day on which the department issues the written order to commence the work or from the date of handing over the site, whichever is later.

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3. The tender shall be available to download from NHSRC website till 00.00 HRS on **19-02-2019**.

4. The Annual Maintenance Services (AMC) shall also be provided by the approved manufacturer for 5 years after expiry of 12 months Defect Liability Period (DLP) without any charge.

FOR TECHNICAL EVALUATION

The technical bid shall contain following credentials along with this tender document except price bid.

4.1 The agency should have experience of the works in any government Department/Agency/PSU. The Contractor should submit the proof of work.

Two similar works of SITC of lifts each costing not less than 50% of the estimated cost.

OR

One similar works of SITC of lifts each costing not less than 60% of the estimated cost

“Similar work shall mean works of “SITC of lifts”.

4.2 The manufacturer/vendors shall have service centre in Delhi/ NCR, Details for the same to be provided on letter head of company.

4.3 The offer is invited from OEM having minimum experience of 05 Years and has installed at least 50 Lifts.

4.4 A tenderer shall enclose a copy of valid PAN Card and registration with GST and Company Registration No. for fabrication and Installation of lift

4.5. Turnover for last three years ending March 2018 The turnover should be at least TWO CRORES or above in any one of last 3 years. A copy with authentication of Chartered Accountant or copy of audited accounts.

4.6. The vendor must be registered with MSME/NSIC in case of not submitting EMD and Tender Cost.

4.7. All the above certified documents shall be submitted by the firm duly signed and self-attested with seal of the company and original shall be duly produced for verification as required.

4.8. An affidavit duly notarized on stamp paper of Rs.100/- non-judicial stating that “In case of any ambiguity found in the documents submitted (Listed out) at any stage, we shall be entirely responsible and liable for any action as deemed fit under the Law”.

PROCEDURE

5. The tender document can be down loaded from our website www.nhsrcindia.org. In such case Bidder should fulfil prequalification criteria as per para “4.1 to 4.8” and submit the documents in a sealed envelopes super scribed for “Supply, Installation, Testing and Commissioning of 6 Passenger lifts including fabrication of Steel Structure at NHSRC, NIHFV Campus, Munirka, New Delhi -110067”.

a) Technical bid shall contain all the **pre-qualification documents along with tender documents** downloaded from the web site duly signed and stamped as mark of acceptance of all terms and conditions. Any deviation from terms and conditions shall be notified separately.

6. a) In case tender documents downloaded from the web site, the tenderers should enclosed tender cost (**Rs 1000.00 (Rupee One Thousand only)**) in form of banker's cheque / demand draft along with tender documents.

b). The tender shall be accompanied by Earnest Money Deposit of **Rs.30,000.00 (Rupee Thirty Thousand Only)** through a Bank Draft/Banker's Cheque issued in favour of **National Health Systems Resource Centre, Payable at New Delhi** from State Bank of India or a Nationalized Bank or any Scheduled Bank. Tenders without the earnest money and Tender cost if any will be summarily rejected

7. Copies of other drawings and documents pertaining to the works signed for the purpose of identification by the accepting authority of his accredited represent representatives and samples of materials to be arranged by the Contractor will be open for inspection by tenderers at the NHSRC office, New Delhi during working hours between the dates mentioned.

8. Tenderer are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their tender to the nature of the ground and sub-soil, the form and nature of the site, the means of access to the site, the accommodation they may require and in general shall themselves obtain all necessary information as to the risk, contingencies and other circumstances which may influence or effect their tender. A tenderer shall be deemed to have full knowledge of the site, whether he inspects it or not and no extra charges consequent on any misunderstanding or otherwise shall be allowed.

9. Submission of a tender by a tenderer implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done and of the conditions and rates at which stores, tools, plant etc. will be issued to him by the NHSRC and local conditions and other factors bearing on the execution of the work.

10. A tenderer shall quote in figures as well as in words for rate(s) tendered. The amount for each item should be worked out and requisites total given. Special care shall be taken to write rates in figures as well as words and the amounts in figures only in such a way that interpolation is not possible. The total amount shall be written both in figures and in words. In case of figures, the words 'Rs' should be written before the figure of rupees and the work 'Paisa' after the decimal figures e.g. Rs. 2.15 P and in case of words 'Rupees' should be precede and the word 'Paisa' should be written at the end. Unless the rate is in whole rupees followed by the word 'only' it should invariably be up to two places of decimal.

11. (a) All rates shall be quoted on the financial bid form and shall include material, labour, transportation all taxes & duties , supervision, tools, plants, wastage, sundries, scaffolding as required mobilization, demobilization, transportation etc. and nothing extra shall be payable on this account. **However, shall not include the GST, which will be paid on actual billing.**

(b) GST or any other tax on materials/ labour in respect of this contract shall be payable by the Contractor and the NHSRC will not entertain any claim whatever in this respect.

(c) As per law of land, statutory deduction like income tax / work contract tax etc shall be made from the Contractor's bill as applicable.

12. In case of item rate tenders, only rates quoted shall be considered. Any tender containing percentage below/above the rates quoted will be rejected.

13. Tender complete in all respect shall be put in the Tender Box placed at Security Gate at NHSRC, NIHFV Campus, Baba Gangnath Marg, Munirka New Delhi-110067 up to **1500 hours on or before 05-03-2019**. The tenders received shall be opened on **same day at 1530 Hrs** in the presence of tenderers who may be present. The submission of tender shall be as under:

13.1 Sealed Envelope should be consisting of demand draft for Tender cost (Non-refundable) and Earnest money deposit (Refundable) of subject work.

And

13.2 **“Technical bid”** along with name of work shall contain complete Tender documents and pre-qualification documents as required as listed **4.1 to 4.7** each page duly signed and stamped.

And

13.2 Financial Bid each page duly signed and stamped with prices in the manner specified in this NIT. The envelop shall be super scribed as Envelop-3-Financial bid for **“Supply, Installation, Testing and Commissioning of 6 Passenger lifts including fabrication of Steel Structure at NHSRC, NIHFV Campus, Munirka, New Delhi -110067”**.

14. The sealed envelopes should be super scribed as Tender document for the work of **“Supply, Installation, Testing and Commissioning of 6 Passenger lifts including fabrication of Steel Structure at NHSRC, NIHFV Campus, Munirka, New Delhi - 110067.**

15. On acceptance of tender, the earnest money will be treated as part of the Security Deposit.

16. SECURITY DEPOSIT

(i) The security deposit shall be collected by deductions from the running bills of the Contractor at the rate mentioned below and the earnest money deposited at the time of submission of tender, shall be treated as part of the security deposit. The security deposit can also be accepted in the form of Government Securities, Fixed Deposit Receipts etc.

(ii) A sum @ 5% of the gross amount of the bill shall be deducted from each running bill of the Contractor, till the sum along with the sum already deposited as earnest money amounts to security deposit @ 5% of the tendered amount of the work. Such deductions shall be made unless the Contractor has deposited the amount of security at the rate mentioned in cash or Government securities or Fixed Deposit Receipts. This is in addition to the performance guarantee that the Contractor is required to deposit as per tender. Income tax/work contract tax & other statutory deductions etc shall be made at source as per the prevalent laws of the Govt. of India

17. NHSRC will return the earnest money, where applicable to every unsuccessful tenderer.

18. NHSRC reserve to themselves the right of accepting the whole or any part of the tender and tenderer shall be bound to perform the same at his quoted rates.

19. The validity of the tender(s) shall be up to **90 (Ninety) days** from the date of opening of tender(s).
20. The use of whitener/ eraser in this tender is prohibited. If any correction becomes necessary, the same should be done by SCORING OFF originally written rates/figures etc. and then rewriting should be done under initials of person filling the tender.
21. An undertaking by the agency shall be given to the effect that “they will engage staff and labour of good moral character only at site and will ensure watch and ward and discipline of his employees”. Suitable action will be taken against the agency if any deviation is noticed on this account.
23. The contractor whose bid is accepted will be required to furnish performance guarantee of **5% (Five Percent)** of the awarded amount within the **7 days** after award of work. This guarantee shall be in the form of Banker's cheque/ Demand Draft/ Pay order/ Bank Guarantee/ FDR of any Scheduled Bank or the State Bank of India in accordance with the prescribed form in the favor of National Health Systems Resource Centre. In case the contractor fails to deposit the said performance guarantee within **7 days** after award of work, the Earnest Money deposited by the contractor shall be forfeited automatically without any notice to the contractor. In such situation NHSRC reserve the right to approach L2 of this tender to undertake the work at minimum rates quoted by L1. The earnest money deposited along with bid shall be returned after receiving the aforesaid performance guarantee. **The performance guarantee shall be kept till satisfactory handing over of site to NHSRC.**
24. In case it is found during evolution or at any time before signing of contract or after its execution and during the period of subsistence there of that one or more of the eligibility conditions have not been met by the applicant, or the applicant has made material misrepresentation or has given any materially incorrect or false information, the applicant shall be disqualified forthwith, if not, yet appointed as the Contractor/supplier and if the applicant has already been issued the LOA or has entered into the contract, as the case may be, the same shall, notwithstanding anything to the contrary contained therein be liable to be terminated along with forfeiture of earnest money deposit (EMD)/ performance security by a communication in writing By the NHSRC to the applicant without the corporation being liable in any matter whatsoever to the applicant and without prejudice to any other right or remedy with the NHSRC may have under the bidding documents the contract or under applicable law.

For & On Behalf of the National Health Systems Resource Centre

Dr.Uddipan Dutta
Principle Administrative Officer
NHSRC

Schedule ‘F’

Reference to General Conditions of Contract (To be signed by the Contractor(s) at the time of signing the agreement)

1 Accepting Authority	National Health Systems Resource Centre
(i) Market Rate - percentage addition	
To cover profit, overheads and supervision	- -----

- | | |
|---|--------------|
| (a) Estimated cost of the Works put to tender | - |
| (b) Earnest money (2% of the estimated cost) | - |
| (c) Security deposit | - as per NIT |
- (ii) Schedule of rates applicable: Market Rate
2. Time allowed for execution of work **60 days** (To be reckoned from the SEVENTH Day after the date of work order or handing over of Site)
3. Compensation for delay: Compensation for Delay: 1% (one per cent) of the contract amount subject to a maximum of Rs. 50,000/- PER WEEK or a part thereof for first 4 weeks of delay for subsequent delay. The Compensation should be 2% (Two Percent) of the contract amount subject to maximum Rs. 1.00 lac per week or a part thereof. The total compensation for delay shall further be subject to an overall maximum of 10% (Ten per cent) of the contract amount as awarded. The decision of the competent officer of the Accepting Authority shall be final and binding.
4. Defects liability Period - **ONE YEAR** from the date of Commissioning.
5. For Extra Item/Substitute Item/Deduction Item etc- Latest CPWD Manual shall be followed.

Integrity Pact

To be signed by the bidder and same signatory competent / authorized to sign the relevant contract on behalf of NHSRC.

INTEGRITY AGREEMENT

This Integrity Agreement is made at on this day of 20.....

BETWEEN NHSRC, NIHFV Campus Munirka, New Delhi-110067

'Principal/Owner', which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

AND

.....
 (Name and Address of the Individual/firm/Company)
 through (Hereinafter referred to as the (Details of duly authorized signatory) **"Bidder/Contractor"** and which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

Preamble WHEREAS the Principal / Owner has floated the Tender. (hereinafter referred to as **"Tender/Bid"**) and intends to award, under laid down organizational procedure, contract for **Supply, Installation, Testing and Commissioning of 6 Passenger lifts including fabrication of Steel Structure at NHSRC, NIHFV Campus, Munirka, New Delhi -110067**. Herein after referred to as the **"Contract"**. AND WHEREAS the Principal/Owner values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relation with its Bidder(s) and Contractor(s).

AND WHEREAS to meet the purpose aforesaid both the parties have agreed to enter into this Integrity Agreement (hereinafter referred to as **"Integrity Pact"** or **"Pact"**), the terms and conditions of which shall also be read as integral part and parcel of the Tender/Bid documents and Contract between the parties. NOW, THEREFORE, in consideration of mutual covenants contained in this Pact, the parties hereby agree as follows and this Pact witnesses as under:

Article 1: Commitment of the Principal/Owner

1) The Principal/Owner commits itself to take all measures necessary to prevent corruption and to observe the following principles:

(a) No employee of the Principal/Owner, personally or through any of his/her family members, will in connection with the Tender, or the execution of the Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

(b) The Principal/Owner will, during the Tender process, treat all Bidder(s) with equity and reason. The Principal/Owner will, in particular, before and during the Tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the Tender process or the Contract execution.

(c) The Principal/Owner shall endeavor to exclude from the Tender process any person, whose conduct in the past has been of biased nature.

2) If the Principal/Owner obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal code (IPC)/Prevention of Corruption Act, 1988 (PC Act) or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, the Principal/Owner will inform the Chief Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

Article 2: Commitment of the Bidder(s)/Contractor(s)

1) It is required that each Bidder/Contractor (including their respective officers, employees and agents) adhere to the highest ethical standards, and report to the Government / Department all suspected acts of **fraud or corruption or Coercion or Collusion** of which it has knowledge or becomes aware, during the tendering process and throughout the negotiation or award of a contract.

2) The Bidder(s)/Contractor(s) commits himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender process and during the Contract execution:

a) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal/Owner's employees involved in the Tender process or execution of the Contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the Contract.

b) The Bidder(s)/Contractor(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process.

c) The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act. Further the Bidder(s)/Contractor(s) will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the Principal/Owner as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

d) The Bidder(s)/Contractor(s) of foreign origin shall disclose the names and addresses of agents/representatives in India, if any. Similarly Bidder(s)/Contractor(s) of Indian Nationality shall disclose names and addresses of foreign agents/representatives, if any. Either the Indian agent on behalf of the foreign principal or the foreign principal directly could bid in a tender but not both. Further, in cases where an agent participate in a tender on behalf of one manufacturer, he shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent/parallel tender for the same item.

e) The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.

3) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

4) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm indulge in fraudulent practice **means a willful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the Government interests.**

5) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm use Coercive Practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/ her reputation or property to influence their participation in the tendering process).

Article 3: Consequences of Breach

Without prejudice to any rights that may be available to the Principal/Owner under law or the Contract or its established policies and laid down procedures, the Principal/Owner shall have the following rights in case of breach of this Integrity Pact by the Bidder(s)/Contractor(s) and the Bidder/ Contractor accepts and undertakes to respect and uphold the Principal/Owner's absolute right:

1) Contract has committed a transgression through a violation of Article 2 above or in any other form, such as to put his reliability or credibility in question, the Principal/Owner after giving 14 days notice to the Contractor shall have powers to disqualify the Bidder(s)/Contractor(s) from the Tender process or terminate/determine the Contract, if already executed or exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Principal/Owner. **Such exclusion may be forever or for a limited period as decided by the Principal/Owner.**

2) **Forfeiture of EMD/Performance Guarantee/Security Deposit:** If the Principal/Owner has disqualified the Bidder(s) from the Tender process prior to the award of the Contract or terminated/determined the Contract or has accrued the right to terminate/determine the Contract according to Article 3(1), the Principal/Owner apart from exercising any legal rights that may have accrued to the Principal/Owner, may in its considered opinion forfeit the entire amount of Earnest Money Deposit, Performance Guarantee and Security Deposit of the Bidder/Contractor.

3) **Criminal Liability:** If the Principal/Owner obtains knowledge of conduct of a Bidder or Contractor, or of an employee or a representative or an associate of a Bidder or Contractor which constitutes corruption within the meaning of IPC Act, or if the Principal/Owner has substantive suspicion in this regard, the Principal/Owner will inform the same to law enforcing agencies for further investigation.

Article 4: Previous Transgression

1) The Bidder declares that no previous transgressions occurred in the last 5 years with any other Company in any country confirming to the anticorruption approach or with Central Government or State Government or any other Central/State Public Sector Enterprises in India that could justify his exclusion from the Tender process.

2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the Tender process or action can be taken for banning of business dealings/ holiday listing of the Bidder/Contractor as deemed fit by the Principal/ Owner.

3) If the Bidder/Contractor can prove that he has resorted / recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal/Owner may, at its own discretion, revoke the exclusion prematurely.

Article 5: Equal Treatment of all Bidders/Contractors/Sub Contractors

1) The Bidder(s)/Contractor(s) undertake(s) to demand from all Sub Contractors a commitment in conformity with this Integrity Pact. The Bidder/Contractor shall be responsible for any violation(s) of the principles laid down in this agreement/Pact by any of its Sub Contractors/ sub-vendors.

- 2) The Principal/Owner will enter into Pacts on identical terms as this one with all Bidders and Contractors.
- 3) The Principal/Owner will disqualify Bidders, who do not submit, the duly signed Pact between the Principal/Owner and the bidder, along with the Tender or violate its provisions at any stage of the Tender process, from the Tender process.

Article 6- Duration of the Pact

This Pact begins when both the parties have legally signed it. It expires for the Contractor/Vendor 12 months after the completion of work under the contract or till the continuation of defect liability period, whichever is more and for all other bidders, till the Contract has been awarded. If any claim is made/lodged during the time, the same shall be binding and continue to be valid despite the lapse of this Pacts as specified above, unless it is discharged/determined by the Competent Authority.

Article 7- Other Provisions

- 1) This Pact is subject to Indian Law, place of performance and jurisdiction is the **Head quarters of the Division** of the Principal/Owner, who has floated the Tender.
- 2) Changes and supplements need to be made in writing. Side agreements have not been made.
- 3) If the Contractor is a partnership or a consortium, this Pact must be signed by all the partners or by one or more partner holding power of attorney signed by all partners and consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by board resolution.
- 4) Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- 5) It is agreed term and condition that any dispute or difference arising between the parties with regard to the terms of this Integrity Agreement / Pact, any action taken by the Owner/Principal in accordance with this **Integrity Agreement/ Pact or interpretation thereof shall not be subject to arbitration.**

Article 8- LEGAL AND PRIOR RIGHTS

All rights and remedies of the parties hereto shall be in addition to all the other legal rights and remedies belonging to such parties under the Contract and/or law and the same shall be deemed to be cumulative and not alternative to such legal rights and remedies aforesaid. For the sake of brevity, both the Parties agree that this Integrity Pact will have precedence over the Tender/Contact documents with regard any of the provisions covered under this Integrity Pact.

IN WITNESS WHEREOF the parties have signed and executed this Integrity Pact at the place and date first above mentioned in the presence of following witnesses:

.....
(For and on behalf of Principal/Owner)

.....
(For and on behalf of Bidder/Contractor)

WITNESSES:

1.

(signature, name and address)

Place:

Dated :

2.

(signature, name and address)

Place:

Dated :

FORM OF INDEMNITY BOND

(To be executed on Stamp Paper of appropriate value duly notarized) KNOW all men by these presents that I/We _____ do hereby execute Bond in favour of National Health Systems Resource Centre, New Delhi. On this ____ day of _____ 2018.

WHEREAS the National Health Systems Resource Centre, New Delhi have appointed _____ as the CONTRACTOR for Office Complex at NHSRC, NHIFW Campus Munirka New Delhi .

DEED WITNESSES AS FOLLOWS:

I/We _____ hereby do Indemnify and save harmless the NHSRC, New Delhi against and from

1. Any third party claims, civil or criminal complaints/liabilities, site mishaps and other accidents or disputes and/or damages occurring or arising out of any mishaps at the site due to faulty work negligence, faulty construction and/or for violating any law, rules and regulations in force, for the time being while executing/executed works by me/us.
2. Any damages, loss or expenses due to or resulting from any negligence or breach of duty on the part of me/us or my sub contactor's if any, servants or agents. We shall be liable for any damage or loss that may happen to the work or any part through to NHSRC's equipment and plant from any cause, whatsoever and shall at own cost, repair and make good in conformity, in every respect with the requirement of the contract and instruction of the NHSRC.
3. We shall be responsible for all injury to persons, animals and things which may arise from carelessness, accident or any other cause, whatsoever in any way connected with the execution of the contract.
4. Any claim by an employees of mine/ours or of sub CONTRACTORS if any, under the Workmen's Compensation Act and Liability Act,1939 or any other law, rules and regulations in force for the time being and any Acts replacing and/or amending the same or any of the same as may be in force at the time and under any law in respect of injuries to persons or property arising out of and in the course of the execution of the contract work and/or arising out of and in the course of employment of any workman/employee. We shall also indemnify NHSRC against loss that may arise due to non-compliance of obligation given in contract Clause 5.6.

I/we shall be responsible for the..... of all employees and indemnity NHSRC of any acts/deeds attributable by/towards such FIRST PARTY.

5. Any act or omission of mine/ours of sub-CONTRACTORS if any, our / their servants or agents which may involve any loss, damage, liability, civil or criminal action.

IN WITNESS WHEREOF THE _____
has set his/their hand on this day of _____ 2011.

SIGNED AND DELIVERED BY THE NAME AND ADDRESS
AFORESAID _____ (CONTRACTOR)
IN THE PRESENCE OF WITNESS :

1. _____
2. _____

GENERAL CONDITION OF CONTRACT

1. Insurance of Works

Without limiting his obligations and responsibilities under the contract, the contractor shall insure in the joint names of the NHSRC and the contractor against all loss or damages from whatever cause arising other than the excepted risks, for which he is responsible under the terms of contract and in such a manner that the NHSRC and contractor are covered for the entire work execution period and are also covered during the period of maintenance for loss or damage arising from a cause, occurring prior to the commencement of the period of maintenance and for any loss or damage occasioned by the contractor in the course of any operations carried out by him for the purpose of complying with his obligations under clause.

- a) The works for the time being executed to the estimated current Contract value thereof, or such additional sum as may be specified together with the materials for incorporation in the works at their replacement value
- b) The constructional plant and other things brought on to the site by the contractor to the replacement value of such constructional plant and other things
- c) Such insurance shall be effected with an insurer and in terms approved by the NHSRC which approval shall not be unreasonably withheld and the contractor shall whenever required produce to the Architect/NHSRC the policy of insurance and the receipts for payment of the current premiums

2. Contractor will have to obtain Contractors All Risk insurance policy with required cover for third party compensation (see clause 26.5.2 and 26.5.3 for Minimum Amount of Third Party Insurance) as workman compensation policy so as to cover the risks detailed in clause 26.0 and that the listed policies normally cover. Policies will have to be taken out jointly in name of NHSRC and the contractor with NHSRC named first, Original policies will have to be submitted to NHSRC.

3. Damage to persons and property

The contractor shall, except if and so far as the contract provides otherwise indemnify the NHSRC against all losses and claims in respect of injuries or damages to any person or material or physical damage to any property whatsoever which may arise out of or in consequence of the execution and maintenance of the works and against all claims proceedings, damages, costs, charges and expenses whatsoever in respect of or in relation thereto except any compensation of damages for or with respect to:

- a) The permanent use or occupation of land by or any part thereof
- b) The right of NHSRC to execute the works or any part thereof, on, over, under, in or through any lands.
- c) Injuries or damages to persons or properties which are unavoidable result of the execution or maintenance of the works in accordance with the contract
- d) Injuries or damage to persons or property resulting from any act or neglect of the NHSRC, their agents, employees or other contractors not being employed by the contractor or in respect of any claims, proceedings, damages, costs, charges and expenses in respect thereof or in relation thereto or where the injury or damage was contributed to by the contractor, his servants or agents such part of the compensation as may be just and equitable having regard to the extent of the responsibility of the NHSRC, their employees, or agents or other employees, or agents or other contractors for the damage or injury.

3. Contractor to indemnify NHSRC

The contractor shall indemnify the NHSRC against all claims, proceedings, damages, costs, charges and expenses in respect of the matters referred to in the provision sub-clause above.

4. Contractor's superintendence

The contractor shall fully indemnify and keep indemnified the NHSRC 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 which may be payable in respect of any article or part thereof included in the contract. In the event of any claim made under or action brought against NHSRC in respect of such matters as aforesaid the contractor shall be immediately notified thereof and the contractor shall be at liberty, at his own expenses to settle any dispute or to conduct any litigation that may arise there from, provided that the contractor shall not be liable to indemnify the NHSRC if the infringement of the patent or design or any alleged patent or design right is the direct result of an order passed by the Architect in this behalf

5. Third Party Insurance

Before commencing the execution of the work the contractor, but without limiting his obligations and responsibilities under GCC, shall insure against his liability for any material or physical damage, loss, or injury which may occur to any property including that of NHSRC, or to any person, including any employee of the NHSRC, by or arising out of the execution of the works or in the carrying out of the contract, otherwise than due to the matters referred to in the provision

6. Accident or Injury to Workmen

The NHSRC shall not be liable for or in respect of any damages or compensation payable at law in respect or in consequence of any accident or injury to any workmen or other person in the employment of the contractor or any sub-contractor, save and except an accident or injury resulting from any act or default of the NHSRC or their agents, or employees. The contractor shall indemnify and keep indemnified NHSRC against all such

damages and compensation, save and except as aforesaid and against all claims, proceedings, costs, charges and expenses whatsoever in respect thereof or in relation thereto.

7. Insurance against accidents etc to workmen

The contractor shall insure against such liability by obtaining requisite insurance cover during the whole of the time any person employed by him on the works and shall, when required, produce to the NHSRC/Architect such policy of insurance and receipt for payment of the current premium. Provided always that, in respect of any persons employed by any sub-contractor the contractor's obligation to insure as aforesaid under this sub-clause shall be satisfied if the sub contractor shall have insured against the liability in respect of such persons in such manner that NHSRC is indemnified under the policy but the contractor shall require such sub-contractor to produce to the NHSRC/Architect when required such policy of insurance and the receipt for the payment of the current premium.

8. Remedy on Contractor's failure to insure

If the contractor fails to effect and keep in force the insurance referred to above or any other insurance which he may be required to effect under the terms of contract, then and in any such case the NHSRC may effect and keep in force any such insurance and pay such premium or premiums as may be necessary for that purpose and from time to time deduct the amount so paid by the NHSRC as aforesaid from any amount due or which may become due to the contractor, or recover the same as debt from the contractor.

9. Without prejudice to the other rights of the NHSRC against contractors, in respect of such default, the employer shall be entitled to deduct from any sums payable to the contractor the amount of any damages costs, charges, and other expenses paid by the NHSRC and which are payable by the contractors under this clause. The contractor shall upon settlement by the insurer of any claim made against the insurer pursuant to a policy taken under this clause, proceed with due diligence to rebuild or repair the works destroyed or damaged. In this event all the monies received from the insurer in respect of such damage shall be paid to the contractor and the contractor shall not be entitled to any further payment in respect of the expenditure incurred for rebuilding or repairing of the materials or goods destroyed or damaged.

10. Extension of Time

If, in the opinion of the Architect, the work be delayed for reasons beyond the control of the contractor, the Architect may submit a recommendation to the NHSRC to grant a fair and reasonable extension of time for completion of work as per the terms of contract. If the contractor needs an extension of time for the completion of work or if the completion of work is likely to be delayed for any reasons beyond the due date of completion as stipulated in the contract, the contractor shall apply to the NHSRC through the Architect in writing at least 30 days before the expiry of the scheduled time and while applying for extension of time he shall furnish the reasons in detail and his justification if any, for the delays. The Architect shall submit their recommendations to the NHSRC in the prescribed format for granting extension of time. While granting extension of time the contractor shall be informed about the period of extended time which will qualify for levy of liquidated damages. For the balance period in excess of original stipulated period and duly sanctioned extension of time by the NHSRC the provision of liquidated damages as stated under General Conditions Of Contract (GCC) shall become applicable. Further contract shall remain in force even for the period beyond the due date of completion irrespective whether the extension is granted or not.

11. No compensation for restrictions of work

If at any time after acceptance of the tender NHSRC shall decide to abandon or reduce the scope of work for any reason whatsoever and hence not require the whole or any part of

the work to be carried out, the NHSRC/Architect shall give notice in writing to that effect to the contractor and the contractor shall act accordingly in the matter. The contractor shall have no claim to any payment of compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived from the execution of the work fully but which he did not derive in consequence of the foreclosure of the whole or part of the work.

Provided that the contractor shall be paid the charges on the cartage only of materials actually and bonafide brought to the site of the work by the contractor and rendered surplus as a result of the abandonment, curtailment of the work or any portion thereof and then taken back by the contractor, provided however that the NHSRC/Architect shall have in such cases the option of taking over all or any such materials at their purchase price or a local current rate whichever is less.

12. Suspension of work

- a) The contractor shall, on receipt of the order in writing from the NHSRC/Architect (whose decision shall be final and binding on the contractor) suspend the progress of works or any part thereof for such time and in such manner as NHSRC/Architect may consider necessary so as not to cause any damage or injury to the work already done or endanger the safety thereof for any of following reasons.

- On account any default on the part of the contractor, or
- For proper execution of the works or part thereof for reasons other than the default of the contractor, or
- For safety of the works or part thereof

The contractor shall, during such suspension, properly protect and secure the works to the extent necessary and carry out the instructions given in that behalf by the Architect

- b) If the suspension is ordered for reasons in sub-para (a) above :
The contractor shall be entitled to an extension of time equal to the period of every such suspension. No compensation whatsoever shall be paid on this account.

13. PAYMENT TERMS

The following percentage of contract rates for supply, installation, testing and commissioning of lift shall be payable at different stages of work:-

- a) **Maximum of 30% advance after site inspection as per GFR 2017.**
- b) 40% after completion of installation in all respects and taking away of all dismantled material for the lift and post installation inspection by NHSRC.
- c) Balance 30% will be paid after all statutory clearances are obtained and lift(s) are handed over after required testing & commissioning.
- d) Retention money as detailed above shall be deducted from each bill for payment.
- e) Applicable taxes shall be deducted as per the rules of the Government FROM CONTRACTOR'S BILL

14. ARBITRATION

All disputes and differences arising out of, or in any way, concerning this agreement (except those, the decision whereof is otherwise, hereinbefore provided for) shall be referred for sole arbitration by any person to be nominated by the Executive Director, NHSRC at NCT Delhi. The award of the arbitrator so appointed shall be final and binding on both the parties.

15. JURISDICTION

Notwithstanding any other court or courts having jurisdiction to decide the question(s) forming the subject matter of the reference if the same had been the subject matter of a suit, any and all action and proceeding arising out of or relative to the contract (including any arbitration in terms thereof) shall lie only in the Court of Competent Civil jurisdiction in this behalf at NCT of Delhi and only the said Court(s) shall have jurisdiction to entertain and try any such action(s) and/or proceeding(s) to the exclusion of all other Courts. Prior to this efforts may be made to settlement of dispute through the Commercial Courts, Commercial Division and Commercial Appellate Division of High Courts .

16. Force Majeure

a) Neither contractor nor NHSRC shall be considered in default in performance of their obligations if such performance is prevented or delayed by events such as war, hostilities, revolution, riots, civil commotion, strikes, lockout, conflagrations, epidemics, accidents, fire, storms, floods, droughts, earthquakes or ordinances or any act of god or for any other cause beyond the reasonable control of the party affected or prevented or delayed. However, a notice is required to be given within 30 days from the happening of the event with complete details, to the other party to the contract, if it is not possible to serve a notice, within the shortest possible period without delay

b) As soon as the cause of force majeure has been removed the party whose ability to perform its obligations has been affected, shall notify the other of such cessation and the actual delay incurred in such affected activity adducing necessary evidence in support thereof.

c) From the date of occurrence of a case of force majeure obligations of the party affected shall be suspended during the continuance of any inability so caused. With the cause itself and inability resulting there from having been removed, the agreed time of completion of the respective obligations under this agreement shall stand extended by a period equal to the period of delay occasioned by such events.

d) Should one or both parties be prevented from fulfilling the contractual obligations by a state of force majeure lasting to a period of 6 months or more the two parties shall mutually decide regarding the future execution of this agreement.

18. Local Laws, Acts, Regulations

The contractor shall strictly adhere to all prevailing labour laws inclusive of contract labour (regulation and abolition act of 1970) and other safety regulations. The contractor shall comply with the provision of all labour legislation including the latest requirements of all the Acts, laws, any other regulations that are applicable to the execution of the project

- i) Minimum Wages Act, 1948 (Amended)
- ii) Payment of Wages Act 1936 (Amended)
- iii) Workmen's Compensation Act 1923 (Amended)
- iv) Contract Labour Regulation and Abolition Act 1970 and Central Rules 1971 (Amended)
- v) Apprentice Act 1961 (Amended)
- vi) Industrial Employment (Standing Order) Act 1946 (Amended)

- vii) Personal Injuries (Compensation Insurance) Act 1963 and any other modifications
- viii) Employees' Provident Fund and Miscellaneous Provisions Act 1952 and amendment thereof
- ix) Shop and Establishment Act
- x) Any other Act or enactment relating thereto and rules framed there under from time to time.
- xi) Indian Electricity Act.
- xii) CPWD General Specifications for Electrical works Part I Internal - 2013, as amended up to date.
- xiii) CPWD General Specifications for Electrical works Part III – Lifts & Escalators – 2003 as amended up to date.
- xiv) The Bombay Lift Act -1939 as Extended to NCT of Delhi Lift Rules, 1942
- xv) The relevant IS for Lifts.

19. EXCLUSIVE RIGHT OF THE EXECUTIVE DIRECTOR, NHSRC

The Executive Director, NHSRC, reserves all rights to reject any tender including of those tenderers who fail to comply with the instructions without assigning any reason whatsoever and does not bind itself to accept the lowest or any specific tenderer. The decisions of NHSRC shall be final and binding. NHSRC also reserves the right to amend, modify add or delete any terms and conditions of the Tender in the interest of the Centre without assigning any reason and the same will be intimated to all concerned

SPECIAL CONDITIONS OF CONTRACT

1. Scope of Work

Sealed Tenders are invited by NHSRC for SITC for 1 no's 6 passengers lifts for its office building at NHSRC, NIHFV Campus, Munirka New Delhi-110067 providing all-inclusive service including all spares during warranty period & subsequent comprehensive annual maintenance contract for a minimum committed period of 10 years from the date of handing over the lift installation to the NHSRC. Work also includes obtaining all necessary statutory clearances, all related civil work like modification in doorway size, provision of granite floor tiles in lift car, painting of lift structure etc.

2. WORK TO BE DONE BY THE CONTRACTOR

In addition to supply, installation, testing and commissioning of lift, following works shall be deemed to be included within the scope of work to be executed by the tenderer as this is a turnkey job:

- a) Minor building works necessary for installation of equipment such as making of opening in walls/floors either of RCC or brick masonry etc., and restoring them to their original condition and finish. The scope of minor building work includes all grouting of foundation concrete pads to be formed or made as base for supporting R.S. Joists etc., grouting and anchoring of all boards, clamps, supports, foundation bolts, installation in position of R.S. Joists in the machine room, lift well or in pit. Such works shall cutting of marble work and construction of partition wall wherever involved.
- b) All electrical works except bringing the main connection and earth connection to the machine room terminated on switch fuse unit/board. All electrical works including inter connection from the switch/board and loop earthing from the earth bar to be provided in the machine room shall be done by the successful tenderer

- c) Responsibility to ensure safety of lift materials against pilferage and damage till the installation is handed over to the Department.
- d) All scaffolding as may be necessary in the lift well during erection work and subsequently removed.
- e) Temporary barricades with caution boards at each landing to prevent accident during execution work.
- f) Supply and installation of landing facing plates made of steel, car apron plates, sill support angles with necessary clamps, foundation bolts, supports etc., as necessary in connection with the installation of the lift.
- g) Steel ladder to be provided for access to lift pit wherever required under regulations.
- h) Approval/ clearance of lift installation shall be obtained by the contractor from Lift inspector/ other licensing authorities, wherever required. However, application shall be made by Department and the fees, as applicable, shall be paid by the contractor directly to the Govt. authorities concerned, which shall be reimbursed.

3. **Warranty:**

All equipments shall be warranty for a period of 12 months from the date of taking over the lifts unit wise by the department, against unsatisfactory performance and/ or break down due to defective design, workmanship or material. The equipment or components, or any part thereof, so found defective during warranty period shall be forthwith repaired or replaced free of cost, to satisfaction of the Engineer-in-Charge.

4. **DRAWINGS FOR APPROVAL & COMPLETION DRAWINGS**

Drawing for approval on award of the work -

The contractor shall prepare & submit three sets of following drawings and get them approved from the Engineer-in-Charge before start of the work. The approval drawings, however, does not absolve the contractor not to supply the equipments/materials as per agreement, if there is any contradiction between the approved drawings and agreement.

- a) General arrangement drawings of the Lift machinery, Controller, Guide rails, Lift car and landing doors etc. with complete dimensions.
- b) Structural drawing for MS Structure duly certified by approved structure Engineer.
- c) Any other drawings relevant to the work.

Drawings/ Documents to be furnished on completion of installation

Three sets of the following drawings shall be submitted by the contractor while handing over the installation to the Department. **Out of these three, one set shall be laminated on the hard base for display in the Lift machine room.**

- i) Lift installation drawings giving complete details of all the equipments including their foundations.
- ii) Manufacturer's technical catalogues of all equipments and accessories.
- iii) Operation and maintenance manual of all major equipments, detailing all adjustments, operation and maintenance procedure.

5. **COMPLIANCE WITH REGULATIONS AND INDIAN STANDARDS:**

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

specification. In particular, the equipment and installation will comply with the following:

- (i) Factories Act.
- (ii) The Bombay Lift Act -1939 as Extended to NCT of Delhi Lift Rules, 1942.
- (iii) B.I.S & Other standards as applicable.
- (iv) Workmen's compensation Act.
- (v) Statutory norms prescribed by local bodies like CEA, Power Supply Co.

After completion of the installation, the same shall be offered for inspection by the representatives of the Lift Inspector. The contractor shall prepare and submit necessary drawings, test certificates, other documents etc. for submission to the Lift Inspector or any other Electrical Inspector for obtaining approval for commissioning the lift. It shall be the responsibility of the Contractor to liaison with / coordinate with such inspecting authority for obtaining the approval for the installation. The contractor will extend all help including test facilities to the representatives of Lift Inspector. The observations of the Lift Inspector will be attended by the contractor. Nothing extra shall be payable to the Contractor on this, accord. However, any fees paid to the Inspecting authority on this account shall be reimbursed by the Department. The lift will be commissioned only after getting clearance from Lift Inspector.

6. 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. Failure to provide such safety requirement would make the tenderer liable for penalty as per prevailing rules for each default. In addition, the department will be at liberty to make arrangement for the safety requirements at the cost of tenderer and recover the cost thereof from him.

7. TRAINING

The contractor shall impart training to the operator deputed by the department at site for operational and attending the minor fault.

8. MATERIAL APPROVAL

The material brought at site shall be approved by the Engineer-in-Charge before use in the work. In case during execution any material being used in the work is found not as per agreement specifications, Engineer-in-Charge may issue instruction to the contractor to remove the materials from site and the contractor will be bound to do so.

9. PAINTING

This shall include cost of painting of entire exposed iron work complete in the installation. All equipment works shall be painted at the works before dispatch to the site.

10. MAINTENANCE

Sufficient trained and experienced staff shall be made available to meet any exigency of work during the guarantee period of one year from the handing over of the installation

The maintenance, routing as well as preventive for one year from the date of taking over the installation as per manufacturer's recommendation/ CPWD Specifications shall be carried out and the record of the same shall have to be maintained. Nothing extra shall be paid on this account

11. RUNNING IN PERIOD:

After satisfactory final inspection, the contractor shall demonstrate the trouble free running of the installation for a period of not less than 10 days before the department takes over. During this period the lift shall be kept either automatic or manual mode by the department. After the installation has operated without any major breakdown for 30 days it shall be taken over by Department. During this 10 days period the lift shall be deemed to have run trouble-free, if the number of breakdowns during this period are not more than four calls excluding false calls and levelling defects. The contractor should include one year of free running maintenance after completion of 10 days of trouble free running.

12. PERFORMANCE TESTS:

The testing of lifts to be carried out at the factory of tenderers and the cost towards boarding & lodging of two Representative of NHSRC shall be borne by the bidder.

13. Temporary Fencing/Barricading

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

14. Site Meetings

Site meetings will be held to review the progress and quality evaluation. The contractor shall depute a senior representative along with the site representative and other staff of approved sub-contractors and suppliers as required to the site meetings and ensure all follow up actions. Any additional review meetings shall be held if required by the Architect /NHSRC.

15. Substitution

Should the contractor desire to substitute any materials and workmanship, he/they must obtain the approval of the NHSRC/Architects in writing for any such substitution well in advance. For materials designated in the specifications indefinitely by such term as "Equal" or "Other approved" etc specific approval of the NHSRC/Architects shall be obtained in writing.

16. Preparation of Building works for Occupation and Use of Completion

The whole of the work will be thoroughly inspected by the contractor and deficiencies and defects put right. On completion of such inspection the contractor shall inform the NHSRC that he has completed the work and it is ready for inspection.

On completion the contractor shall clean all windows and doors including the cleaning and oiling if necessary, of all hardware, inside and outside, all floors, staircases, and every part of the building. He will leave the entire building neat and clean and ready for immediate occupation and to the satisfaction of the NHSRC.

17. Guarantee for the Specialized Works

Wherever provision for submission of a guarantee has been advised, the same shall be submitted from the specialized agency along with a counter guarantee by the main contractor engaged for the work. The guarantee shall be furnished on a non-judicial stamp.

Paper of appropriate value. If the contractor is required to submit guarantee/guarantees for any item/items for a period of more than 12 months, the guarantee/guarantees in case of those items shall remain valid even after expiry of the defect liability period of 12 months as stipulated in the contract.

18. Warranty And All Inclusive Maintenance Contract

The entire equipment shall be guaranteed to be free from defective workmanship or materials and any defects that may appear within 12 months from the date of issue of completion certificate for the entire work, which in the opinion of the Employer have arisen from bad workmanship or materials, shall upon intimation by the Employer, be made good by the Contractor at his own cost within the time specified. During the said period of 12 months, the contractor (successful tenderer) shall make periodical inspection of the working of the lifts free of charge at least

once a month or earlier, if required, and attend to the lubrication of the various parts and such other service that may be required of him. All routine maintenance/service calls during the defects liability period will also have to be attended in a prompt manner. The warranty period shall be 12 months from the date of handing over of the last lift to the NHSRC.

Comprehensive Annual Maintenance Contract (AMC)

The tenderer shall quote his rates in rupees per lift per annum for all inclusive Comprehensive Maintenance Contract inclusive of all material, labour and any other costs. The quoted AMC rate should be inclusive of all duties, levies, taxes, costs like transportation, handling, insurance etc.

AMC, if the NHSRC so desires will commence after the end of Defects Liability Period. AMC RATES ARE TO BE QUOTED EXCLUSIVE OF GST WHICH WILL BE ADMITTED ADDITIONALLY AT PREVALENT RATES IF ADMISSIBLE. These rates shall remain firm for the period of AMC. Contractor shall have to submit a NHSRC Guarantee in NHSRC approved format for an amount equal to 5% of the value of this work for fulfillment of terms and obligations of the AMC contract. The NHSRC Guarantee shall commence from the first day of start of AMC and shall be valid up to the last day. Thereafter fresh, similar NHSRC Guarantee will have to be submitted for each successive AMC, except that each year the Guarantee amount will get reduced by 1/20th of the first year AMC amount.

Scope of works during AMC

The scope of work shall include but not be limited to the following:

- a) Routine servicing/ troubleshooting/ setting/ adjustments/ cleaning/ lubrication/ checking of safeties etc. to ensure smooth and trouble free working of the lifts.
- b) Repairs/ replacement to the lifts including re-loading software etc. in the event of any breakdown including replacement of spares/ components/ sub-system/ cards/ motors/ ropes and any other component, part or whole, which may need replacement/ repairs.
- c) Import of spares and stocking them shall be responsibility of the tenderer. Non availability of spares/ components will not be accepted as a reason for waiving of penalty towards delay in rendering prompt service.
- d) All manufacturers preventive maintenance schedules/ replacement periodicity of components like ropes, electrical/electronics parts including checking of safety devices, protections like rope slip, load testing etc. shall be strictly followed as per the manufacturer's periodicity or as required in addition to the scope of maintenance indicated above.
- e) The scope of maintenance in addition to periodic maintenance will also include attending to /any number of breakdown calls.
- f) During the currency of the Annual Maintenance Service Contract, all care shall be taken so that the downtime of any lift is kept at minimum and the lift shall be attended within 4 hours of receiving the complaint. In case, the lift remains under breakdown for more than a day, then a penalty equivalent to 4 times the daily rate of service contract shall be recovered from the payment due to the contractor
- g) They shall also ensure that the required spares etc. for proper maintenance are readily available with them for the complete life span of the lift.
- h) The payment towards AMC charges will be made on two equal half yearly instalments after satisfactory completion of the service for the period instalment becoming due after six months of service and the second after twelve months of service.

SAFETY CODE

1. First aid appliances including adequate supply of sterilized dressing and cotton wool shall be kept in a readily accessible place.
2. An injured person shall be taken to a public hospital without loss of time, in case where the injury necessitates hospitalization.
3. Suitable and strong scaffolds should be provided for workmen for all works that cannot safely be done from the ground.
4. No portable single ladder shall be over 8 meters in length. The width between the side rails shall not be less than 30 cm (clear) and the distance between two adjacent rungs shall not be more than 30 cm. When a ladder is used an extra labour shall engaged for holding ladder.
5. The excavated material shall not be placed within 1.5 meters of the edge of the trench of the half of the depth of trench whichever is more. All trenches and excavation shall be provided with necessary fencing and lighting.
6. Every opening in the floor of a building or in a working platform be provided with suitable means to prevent the fall of persons or materials by providing suitable fencing or rails whose minimum height shall be one meter.
7. NO floor, roof or other part of the structure shall be so overloaded with debris or materials as to render it unsafe.
8. Workers employed on mixing and handling material such as asphalt, cement mortar of concrete and lime mortar shall be provided with protective footwear and rubber hand-glove.
9. Those engaged in welding works shall be provided with welder's protective eye shield and gloves.
10.
 - i) No paint containing lead or lead products shall be used except in the form of paste and readymade paint.
 - ii) Suitable facemasks should be supplied for use by the workers when the paints applied in the form of spray or surface having lead paint dry rubbed and scrapped.
11. Overalls shall be supplied by the Contractor to the painters and adequate facilities shall provide to enable the working painters to wash during the periods of cessation of work.
12. Hoisting machines and tackle used in the works, including their attachments, anchored and supports shall be in perfect condition.
13. The ropes used in hoisting or lowering material or as a means of suspension shall be durable quality and adequate strength and free from defects.

FIRE SAFETY REQUIREMENTS

General requirements of lifts shall be as follows:

1. Walls of lift enclosures shall have a fire rating of 2 hours; lifts shafts shall have a vent at the top, of area not less than 0.2 m².
2. Lift motor room shall be located preferably on top of the shaft and separated from the shaft by the floor of the room. Landing doors in lift enclosures shall have a fire resistance of not less than one hour.
3. Lift car door shall have a fire resistance rating of one hour.
4. For building 15m in height or above, collapsible gates shall not be permitted for lifts and shall have solid doors with fire resistance of a least 1 hour. If the lift shaft and lobby is in the core of the building, a positive pressured between 25 and 30Pa shall be maintained in the lobby and a positive pressure of 50 Pa shall be maintained in the lift shaft. The mechanism for pressurization shall act automatically with the fire alarm; it shall be possible to operate this mechanically also.
5. Exit from the lift lobby, if located in the core of the building, shall be through a self-closing smoke stop door of half an hour fire resistance.
6. Grounding switch (es), at ground floor level, shall be provided on all the lifts to enable the fire service to ground the lifts.
7. Telephone or other communication facilities shall be provided in lift cars. Communication system for lifts shall be connected to fire control room for the building.
8. Suitable arrangements such as providing slope in the floor of lift lobby shall be made to prevent water used during firefighting etc. at any landing from entering the lift shafts.
9. A sign shall be posted and maintained on every floor at or near the lift indicating that in case of fire, occupants shall use the stairs unless instructed otherwise. The sign shall also contain a plan for each floor showing the locations of the stairways. Alternate source of power supply shall be provided for all the lifts through a manually operated changeover switch.
10. Fire Lifts- All lifts shall be provided with fire man's switch and shall be termed as 'Fire Lifts'.
11. In case of fire, only fireman shall operate fire lifts. In normal course, it may be used by other persons.
12. Automatic Rescue Device:- Supply and installation of Automatic Rescue Device.
13. Infra-Red Screen: - Supply and installation of Infra-Red Screen.
14. Main Wire Rope -10mm: - Supply and installation of Main Wire Rope - 10mm. -Usha Martin Make / Tracko & Vishnu
15. Kit Wedge Socket: - Supply and installation of 10mm Kit Wedge Socket.
16. Bull Dog Clip: - Supply and installation of 10mm Bull Dog Clip.

17. Speed Governor Unit With Rope:- Supply & fixing of new Speed governor unit with rope.
18. Car & Landing Gate Lock Safety: - Supply and installation of Car & Landing Gate Lock Safety.
19. Voice Announcing Unit Standard:- Supply and fixing of Voice Announcing Unit.
20. Pit Stop Switch with Hooter: - Supply and fixing of Pit Stop Switch with Hooter.
21. Emergency Alarm Unit:- Supply and fixing of Emergency Alarm Unit.
22. Fireman Switch: - Supply and fixing of Fireman Switch.
23. Safe and Reliable – Better safety features and higher design specifications delivers enhanced passenger protection.
24. Automatic Rescue Device - Automatic Rescue Device as standard feature which protects passenger from getting trapped inside the elevator in case of an unexpected power outage by rescuing them to the nearest floor level.
25. Progressive safety gear – Gradual activation of progressive safety gear stop the elevator in a safe way in case of a safety activation, thus reducing the risk of tripping hazard. Its “reduced jerk” action enhances elevator safety and increases the elevator’s life as well.
26. Safe and reliable door system
 - Compact PMS AC door motor with V3F closed control loop system facilitates smooth and gentle door opening during ingress and exit.
 - Full-height infrared curtain renders an invisible safety net of criss - cross beams across elevator entrance and avoids passengers being hit by leading edges of doors.
 - Reliable door system prevents the doors from opening when the elevator is in between the floors, Landing door is fully compliant with the fire rating code as per IS.
27. Reliable over speed governor – Reliable and accurate over speed governor ensures prompt activation and thereby improves passenger safety. It activates electrically in both UP and DOWN directions to prevent over speeding in both the directions.
28. Auto re-levelling of car – This elevator comes with a levelling tolerance of + - 5mm. Optical sensors automatically re-level the car when people step out, minimizing the risk of passengers stumbling.

Function Covered List: - Standard

- Human Interface Security
- Passenger comfort Safety
- Energy efficiency
- Reliability

PERFORMANCE: -

1. Controller:- Supply and installation of Collective Selective Memory Control System.
2. (Latest state of the art, Microcomputer chip based Microcontroller with solid state relay for efficient and positive operation. The design is having self-diagnostic feature and very advance power saving feature).
3. Inverter (VVVF) Drive:- Supply and installation of Inverter (VVVF) Drive. Phase failure protection, Over Current Protection, Power Saving Approx Up to 35%, Better Levelling Accuracy.
4. Accessories for (VVVF) Drive:- Supply and installation of Resistance & Choke for Accessories for (VVVF) Drive.
5. Slow Down Fin for (VVVF) Drive:- Supply and installation of Slow Down Fin for (VVVF) Drive.
6. Hall Button: - New Hall Button fixtures with luminous buttons combined with Scrolling display Position Indicator and Up/Down directional arrows at all floors with SS face plate.
7. Car Operating Panel: - Supply and fixing of Car Operating panel with luminous buttons combined with Digital position indicators and direction arrows with SS face plate.
8. Magnetic Switches & Vanes: - New Final Limit switches at terminal landings including magnetic switches and vanes will be provided in hoist way to suit proposed control system.
9. Wiring: - Complete rewiring of hoist way, machine room and car in copper conductor, including travelling cables in new troughs to suit proposed control system.
10. Shaft Ducting:-Supply and installation of Shaft Ducting.
11. New Gearless Machine:-Supply and installation of New Gearless Machine.
12. New Landing Door: - Supply & fixing of new S.S. Hairline Finish door, header with panels and sill on all landing floor.
13. New Car Door: - Supply & fixing of new S.S. Hairline Finish Car door, header with panels and sill on Car Door.
14. New Lift Cabin: - Supply & fixing of new S.S. Hairline Finish Cabin.
15. New Buffer Spring: - Supply & fixing of New Buffer Spring.

(I) Schedule For Preventive Maintenance (applicable during DLP& AMC period)

Machine Room

S.no	Nature of Checks	Periodicity
1	Machine Room	
	Main switch contacts are firm and there is no loose contact anywhere in the supply line	Monthly

	Commutator or slip rings and brushes are in good shape	Fortnightly
	Condition of ball bearings/ roller bearings/ plain bearings for greasing/ oiling as in the case may be	Six monthly
	Cleanliness of the entire machine room of rag/ oil waste and other foreign matters	Fortnightly
	Car platform structure	Yearly
	General upkeep of the machine room doors and windows and proper ventilation of system	Monthly
	Brake drum, brake liner, brake oil and other mechanical parts connected with the brake including stimulating condition for proper functioning of the brake on failure of supply	Fortnightly
	Oil leak in the worm gear assembly and quality of oil	Six monthly
	Examine the condition of gear tooth by removing the gear box cover and also check for slippage in the gear by prescribed method	Yearly
	Check controller for loose, disconnected or short circuited wires, clean the contractors and replace, whenever necessary.	Monthly
	Ensure that all safety circuits are functional and not bypassed.	Monthly
	Lubricate and keep spread governor clean. Lift the weight by hand to ensure that control cut off switch operates and gripping jaws are released and grip the governor rope.	Monthly
	Check the ropes for broken/frayed wires and excessive lubrication. Check the ropes for slippage. Have ropes replaced at once in case of any damage	
	(a) Routine check	Monthly
	(b) Detailed check	Six monthly
	Allow the car to over travel in the down/up direction and ensure that the terminal limit switches operate properly	Fortnightly
	Landings	
	Check all interlocks, all landing locks for proper functioning and effective interlocking circuits	Fortnightly
	Check the retiring cams by applying a constant pressure on the landing door, allowing the lift car to pass through landings and ensure that it is not possible to snatch open the landing door.	Monthly
	Check for smooth movement of car and doors on the sills	Fortnightly
	Operation of safety shoe in case of power operated doors	Fortnightly
	Physical condition of car and landing doors against any damage	Yearly
	Car and Car Top	

	Ensure the car door switch operates and its interlock is functional	Monthly
	Inspect the wedge drum and safety rope, clean and oil it, if	Quarterly
	From the top of the car examine the car shoes and guide	Quarterly
	Examine the condition of ropes	Six monthly
	Examine emergency alarm, emergency stop, push buttons	Fortnightly

TECHNICAL SPECIFICATIONS

Quantity / Type	1 No Pass Lift/s MRL
Capacity & speed	6 Persons, 408 kgs @ 1.00 mps
Floor / Stops / Opening Travel height	G+1, 2 stops / 2 opening, 3000 mm Front ⇒ Grd floor Reverse ⇒ 1st floor with 02 car doors
Drive , Control	AC Variable Voltage Variable Frequency drive
Environment	For Indoor application
Type of machine & location	Electric traction PMSM gearless machine
CAR & DOOR DESIGN	
Car finish & enclosures	Stainless steel in hairline finish SS finish False ceiling, spot LED Lighting & pressure fan Anti skid PVC flooring
Car & Landing doors type	Automatic Telescopic opening door
Doors finish	Stainless Steel in hairline finish
Proposed Lift Sizes may vary at the time of Finalization of drawings	
Car size	1000 mm (W) x 1100 mm (D) x 2200 mm (H)
Door opening	900 mm (W) x 2000 mm (H)
Required Civil Dimensions	
Available Shaft Size	1800 mm (W) x 1600 mm (D)
Pit depth & Overhead	1600 mm & 4500 mm
Required Power Supply 415 volts, 50 Hz, 3 Ph , 4 wire with double earthing & 1Ph 230 volts, 50 hz	

FINANCIAL BID

BILL OF QUANTITY

S.no	Description	Unit	Qty	Rate	Amount
1.	Supplying , installation , testing and commissioning of 6 passenger/408 kgs MRL Lift with design speed of 1.00 mps for 2 stops and 2 landings with travel height of 3000 mm approx including features and devices as below including on Year warranty with one year Free service . All the work shall be executed as per latest CPWD specifications and relevant BIS codes IS 14665 & Delhi Lift Act and Rules 1942 as applicable. Micro processor based control with self diagnostic feature Simplex with AC Variable Voltage Variable Frequency drives with fully automatic control. Automatic rescue device complete with dry maintenance free batteries. Power Operated, Centre opening horizontal sliding stainless steel in hairline finish. Disable friendly car operating push button Panel (COP) and indicator systems				
A	Motor PMSM gearless shall be minimum 24 pole of make Sharp, BBL, Tectonics and SICOR (No Chinese Machines to be used) . Drive shall be of make FUJI, TOSHIBA, YASAKAWA etc. Door sensors shall be of make TVS . Doors System shall be of make Fermator or Wittur . Rope shall be of make USHA martin .	SET	1		
B	Lift shall be suitable to operate Power on 415 volts, 50 Hz, 3 Ph , 4 wire				
C	A hand rail not less than 600 mm long above floor level				
STEEL STRUCTURE					
2.	Design, Fabrication & Erection of Steel Structure for Lift Installation consisting of MS steel square pipes of sizes 150mm x 150 mm x 4mm along with joint plates of 150 x 150x 10 mm at each joint .including 300 mm x 300 mm 16 mm steel plates to be fixed in Pit for foundation .				

	Steel Structure shall erected vertical plumbness of with +/- 10 mm . Steel structure shall be suitable corner braced to better stability. Size of Lift structure shall be suitable to accommodate the Lift and shall confirm to the safety of passenger using the Lift including the removal of hand railing at first floor. The work is consisting of creation of Lift PIT, Foundation work for Steel Columns etc. All type of civil work included and nothing shall be paid extra. The Steel Structure shall be covered with Exterior grade ACP sheet. Color for the same shall be decided by NHSRC.	JOB	1		
A	Painting of complete structure with anti rust coating				
B	Civil work related to construction of Pit of required depth and strength including 250 mm RCC slab on pit floor and Buffer foundation as required				
C	Electrical work to provide 3 phase power cable along with 32 amps / 4 pole MCB and ELCb along with double earthing pits , lightning in Lift shaft , Exhaust fan with louvers				
D	Supply and fixing of scaffolding as required for execution of work				
	GRAND TOTAL			Rs.	
Total In Words.....					
Signature & Seal of the Contractor					
<u>AMC Charges</u>					
3.	Comprehensive maintenance of Lifts which include routine , preventive and break down maintenance for period of Five years including repair/ replacement of worn out items with minimum downtime and Warranty and guarantee of repaired / replaced items after completion of one year guarantee period. The cost also included satisfactory inspection from Lift Inspector as and when required	Per Year after Defect Liability Period is over.	1		