

TENDER

FOR

**SUPPLY, INSTALLATION, TESTING &
COMMISSIONING OF 01 No. 08 PASSENGER
LIFT AT 'N' BLOCK, NTSC, OKHLA
NEW DELHI -110020**



ISO 9001:2008

**THE NATIONAL SMALL INDUSTRIES CORPORATION
LTD.**

(A Government of India Enterprise)

Okhla Industrial Estate

New Delhi-110020

THE NATIONAL SMALL INDUSTRIES CORPORATION LTD.

(A GOVERNMENT OF INDIA ENTERPRISES)

Okhla Industrial Estate New Delhi-110020

Tel No. 011-26826801

Fax: 011-26826783

Website: **<http://www.nsic.co.in>**

Ref: NTSC/Admin/Lift/2017

Date: 10/08/2017

M/s. -----

Sub: Supply, Installation, Testing & Commissioning of 01 No. 08 Passenger lift at 'N' Block, NTSC, Okhla New Delhi -110020.

Sir,

Tender documents in respect of the above mentioned works containing 40 pages as detailed on page 5 (Index) are forwarded herewith. *Please note that tender is to be delivered in the office of the CGM - NTSC, NTSC Technical Service Centre, Okhla Industrial Estate, New Delhi-20 up to 3.00 P.M. on 28.08.2017.*

The Tender should be signed, dated and witnessed in all places / pages provided for in the documents, all other papers should be initialed. The bids of all the parties will be opened at **3.30 P.M. on 28/08/2017.**

The person, signing the tender on behalf of another person or on behalf of firm shall attach with tender a certified copy of the power of attorney on a non-judicial stamp paper of requisite value duly executed in his favour by such person or all the partners of the firm and must state specifically that he has authority to sign such tenders for and on behalf of other person or firm as the case may be, and in all matters pertaining to the contract including arbitration clause.

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

Yours faithfully

CGM – NTSC, New Delhi

Encl. 31 Pages

Signature of the Manufacturer with stamp

TENDER NOTICE FOR SUPPLY, INSTALLATION, TESTING & COMMISSIONING OF 01 NO. 08 PASSENGER LIFT AT ‘N’ BLOCK, NTSC, OKHLA NEW DELHI -110020.

TENDER NOTICE NO: NTSC/ADMIN/Lift/2017

Date: 10/08/17

1. Sealed tender is hereby invited from the Category “A” Lift Manufacturer as per latest CPWD works manual viz. Johnson Lifts, Kone Elevators, OTIS Elevators, Schiendler Elevators & Mitsubishi Elevators for carrying out the works as per the details given below in the table:

S. No.	Name of the work	EMD (Rs)	Execution period	Last Date of Submission Tender
1.	Supply, Installation, testing & Commissioning of 01 No. 08 passenger Lift at N Block, NTSC, Okhla, New Delhi – 110020.	NIL	05 Months	28.08.2017 Up to 3.00 PM

2. The Category “A” Lift Manufacturers as per latest CPWD works manual can download the complete tender documents available on the web site www.nsic.co.in and submit the same on or before due date of submission.
3. The Bidders should also submit valid registration with EPF organization, applicable tax registration, PAN No. etc.
4. The tender documents duly completed will be submitted at the office of the **CGM - NTSC, NTSC Technical Service Centre, Okhla Industrial Estate, New Delhi-20**, up to 3.00 P M on 28.08.17. The bid submitted by the parties shall be opened on the same day i.e. 28.08.17 at 3.30 pm.
5. NSIC reserves the right to reject any or all the tenders without assigning any reason thereof and also not bound to accept lowest tender. Tenders in which any of the prescribed conditions are not fulfilled or found incomplete in any respect are liable to be rejected.
6. Canvassing whether directly or indirectly in connection with tender is strictly prohibited and the tender submitted by the contractors who resort to canvassing will be liable to be rejected.
7. Amendment, modification if any in the terms-condition of the tender document will be hosted on NSIC website only.

CGM –NTSC, New Delhi

THE NATIONAL SMALL INDUSTRIES CORPORATION LTD.
(A GOVERNMENT OF INDIA ENTERPRISES)
NSIC Ltd, Okhla Industrial Estate, New Delhi

Ref. No. : NTSC/ADMIN/Lift/2017

Date: 10.08.17

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INSTRUCTIONS TO TENDERERS

1.0 GENERAL

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

2.0 SITE PARTICULARS

Tenderers are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their tenders as to nature of work, site conditions, means of access to the site etc. Non-familiarity with the site conditions will not be considered a reason either for extra claims or for not carrying out the work in strict conformity with the specifications. For site visit and any clarification / information/Assistance, the bidders may contact to the **Manager (Admin), NTSC, Okhla Industrial Estate, New Delhi-110020.**

3 SUBMISSION OF TENDER

- a) The expression “Tender Notice” referred to in the Tender Documents shall be deemed to include any Notice / Letter Inviting Tender with respect to the work forming the subject matter of the documents and vice-versa.

- b) The tender complete in all respects shall be submitted on or before due date of submission.

The envelope should contain the following documents:

- i. Valid GSTN registration.
- ii. Partnership Deed in case of partnership firm and Articles of Association incase of limited Company.
- iii. Valid EPF registration No.
- iv. Power of Attorney in favour of person who has signed the tender documents. In case of company the authority is to be given under Board resolution.
- v. Price bids
- vi. The conditional tenders will not be accepted in any case.

The envelope superscribed as:

Name of work : Supply, Installation, Testing & Commissioning of 01 No. 08 Passenger lift at 'N' Block, NTSC, Okhla New Delhi -110020.

Tender no. : NTSC/Admin/Lift/2017

Due date & time of opening : 04.08.2017 & 3:30PM.

From:

Name & address of the tenderer:

Should be addressed to CGM – NTSC, OKHLA INDUSTRIAL ESTATE, NEW DELHI-110020:

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

4.0 QUALIFYING CRITERIA

1. The Lift Manufacturer shall be category “A” Manufacturer as per latest CPWD works manual.
2. Applicable tax registration.
3. Copy of Valid EPF registration number certificate.
4. Copy of PAN No.

5.0 DEVIATIONS TO TENDER CLAUSES:

Tenderers are advised to submit the tender strictly based on the terms and Conditions and specification contained in the Tender Documents and not to stipulate any deviations. Conditional tenders are liable to be rejected.

6 VALIDITY OF OFFER

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

7.0 ACCEPTANCE / REJECTION OF TENDER

- i). Corporation does not bind itself to accept the lowest tender.
- ii). Corporation also reserves the right to accept or reject any tender in part or full without assigning any reason whatsoever.
- iii). Corporation also reserves the absolute right to reject any or all the tenders at any time solely based on the past unsatisfactory performance by the bidder(s) the opinion/decision of NSIC regarding the same shall be final and conclusive.

8.0 CORRECTIONS

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

9.0 FIRM RATES

The rates quoted by bidder shall remain firm till completion of all works even during the extended period, if any, on any account what so ever. It may be noted that no deviation on this account will be acceptable and offer not containing firm price shall not be considered. *The quoted rate shall be inclusive of all taxes (Including Works Contract taxes / GST), duties and levies and all charges for packing forwarding, insurance freight and delivery, installation, testing commissioning etc. at site including temporary construction storage, risks, overhead charges general liabilities/obligations. However, statutory fees viz. Lift License etc. if any shall be borne by the Corporation.*

- 10.0 It will be obligatory on the part of the tenderer to sign the tender documents for all the components & parts. After the work is awarded the company will have to enter into an agreement on a non-judicial stamp paper of requisite value at his own cost within ten days from date of receipt of acceptance order or before the work is undertaken. NSIC will follow its own format for agreement comprising of terms and conditions stipulated in tender document.
- 11.0 **It is the sole responsibility of the contractor to follow up the Lift Inspector for getting permission of erection before start of work and lift licence after completion of the work. Nothing extra will be payable on this account. However, the statutory fees to obtain Lift License will be paid by NSIC.**

Chief General Manager NTSC, New Delhi

GENERAL CONDITIONS OF CONTRACT

1. Where the context so requires, words importing the singular only also include the plural and vice versa.
2. Corporation shall mean 'The National Small Industries Corporation Ltd. (A Government of India Enterprise) 'NSIC Bhawan, Okhla Industrial Estate, New Delhi – 110020 and shall include their legal representatives, successors and permitted assigns.

3. Definition

- a) The 'Contract' means and includes the documents forming the tender and acceptance thereof together with the documents referred to therein including the conditions, the specifications, designs, drawing and instructions issued from time to time by the 'Engineer-in-charge' the formal agreement executed between the Corporation and the Contractor, and all these documents taken together shall be complementary to one another.
- b) The 'Site' shall mean the land and / or other places on, into or through which work is to be executed under the contract or any adjacent land, path or street which may be allotted or used for the purpose of carrying out the contract.
- c) The 'Contractor' shall mean the individual or firm or company, whether corporate or not, undertaking the works and shall include the legal personal representative or such individual or the persons composing such firm or company and the permitted assignee of such individual or firm or company.
- d) The 'Competent Authority' means the Chairman cum Managing Director of the Corporation and his successors or the person to whom the authority has been delegated or his authorised executive / person.
- e) The Engineer-in-charge means the Officer/s of the Corporation, as the case may be who shall supervise and be the In-charge of the works.
- f) The CGM NTSC, Okhla means the officer who holds the charge of that post in the Corporation at NSIC-ltd, New Delhi during the currency of this agreement, to act on behalf of the Chairman of the NSIC Ltd.
- g) 'IS Specification' means the Specification of latest edition with amendments, if any, up to time of receipt of tender by Corporation

issued by the Bureau of Indian Standards as referred to in the specifications and / or work orders.

- h) The 'Contract Sum' means the sum agreed, or the sum calculated in accordance with the prices accepted by the NSIC in the tender and / or the contract / negotiated rates payable on completion of the works.
- i) The 'Final Sum' means the amount payable under the Contract by the Corporation to the Contractor for the full and entire execution and completion of works, in time.
- j) The 'Date of Completion' is the date / date(s) for completion of the whole works, set out in the tender documents, or any subsequently amended by the Corporation.
- k) A 'Week means seven days without regard to the number of hours worked or not worked in any day in a week.
- l) 'Expected Risks' are risks due to riots (otherwise than among contractor's employees) and civil commotion (in so far as both these are uninsurable) war (whether declared or not), invasion act of foreign enemies, hostilities civil war, rebellion, revolution, insurrection military or usurped power, Acts of God, such as earthquake, lightening, unprecedented floods and other causes over which the contractor has no control and accepted as such by the Competent Authority or causes solely due to use or occupation by the 'Corporation' of the part of works in respect of which a certificate of completion has been issued.
- m) The 'Works' shall mean the works to be executed in accordance with the contract or part(s) thereof as the case may be and shall include all extra or additional, altered or instituted works or temporary and urgent works as required for performance of the contract.

SCOPE AND PERFORMANCE

4. Works to be carried out:

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

execution and completion as aforesaid in accordance with good practice and recognized principles.

5. Sufficiency of Tender:

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

6. Discrepancies and Adjustment of Errors:

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

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

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

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

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

6.3 If on check there are found to be differences between the rates given by the contractor in words and figures or in the amount worked out by him in the schedule of quantities and general summary, the following procedure shall be followed: -

- a) When there is a difference between the rates in figures and in words, the rates which correspond to the amounts worked out by the contractor shall be taken as correct.
- b) When the amount of an item is not worked out by the contractor, or if it does not correspond with the rates written either in figures or in words, then the rate quoted by the contractors in words shall be taken as correct.
- c) When the rate quoted by the contractor in figures and in words tallies, but the amount is not worked out correctly, the rates quoted by the contractor shall be taken as correct and not the amount.

7. Security Deposit:

NIL.

8. *Refund of Security deposit:*

NIL.

9. Time and Extension for Delay:

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

9.1 As soon as possible after the issue of Letter of Award, the Engineer-in-Charge and the Contractor shall agree upon a Time and Progress Chart. The Chart shall be prepared in direct relation to the time stated in the Contract documents for completion of items of the works. It shall indicate the forecast of the dates of commencement and completion of various trades or sections of the work and may be amended as necessary by agreement between the Engineer-in-Charge and the Contractor within the limitations of time imposed in the Contract Documents.

9.2 If the work be delayed by

- (a) Force majeure or
- (b) Abnormally bad weather or
- (b) Serious loss or damage by fire, or

- (c) Civil commotion, local combination of workmen strike or lockout, affecting any of the trades employed on the work, or
- (d) Delay on the part of other contractors or tradesmen engaged by Corporation in executing work not forming part of the contract, or
- (e) Any other cause which, in the absolute discretion of the authority mentioned in Appendix is beyond the Contractor's control;

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

- 9.3 Request for extension of time, to be eligible for consideration, shall be made by the Contractor in writing within fourteen days of the happening of the event causing delay. The Contractor may also if practicable, indicate in such as request the period for which extension is desired.
- 9.4 In any such case, the competent authority may give a fair and reasonable extension of time for completion of the work. Such extension shall be communicated to the contractor by the Engineer-in-Charge. In case the Extension of time is given to the contractor without levy of any L.D. based on the merit of the case, the contractor in no case shall claim any compensation whatsoever for the extended period and the decision of the corporation shall be binding on the contractor.
- 10 The Contractor shall arrange, at his own expense, all tools, plant and equipment hereafter referred to as (T & P) labour, P.O.L. required for execution of the work.

11 **FORCE MAJEURE**

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

12. **MATERIALS**

- 1. All materials to be provided by the Contractor shall be in conformity with the specifications laid down in the contract and the Contractor

shall, if requested by the Engineer-in-Charge, furnish proof to the satisfaction of Engineer-in-Charge in this regard.

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

However before given any approval as aforesaid the corporation shall be entitled to recover or adjust any amount given as advance to the Contractor.

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

The contractor shall comply the labour laws in force. No labour below the age of eighteen years shall be employed on the works. The tenderer should make their own arrangement for the assign of all labour trained in the particular field of work preferably local.

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

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

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

14. Liquidated Damages for Delay

- 14.1 Time is essence of the contract. In case the CONTRACTOR fails to complete the whole work within the stipulated period, and clear the site, he shall be liable to pay liquidated damages @ 0.5% (One Half of one percent only) of the value of contract per week and or part thereof of the delay subject to a maximum of 10% (ten percent only) of the value of the contract. The parties agree that this is a genuine pre-estimate loss / damage which will be suffered on account of delay on the part of the Contractor and the said amount will be payable on demand without there being any proof of the actual loss of damages caused by such delay. The liquidated damages shall be deducted from the final payment to contractor towards the Installation of Lift.
- 14.2 The amount of Compensation may be adjusted or set-off against any sum payable to the Contractor under this or any other contract with the Corporation.

15 Defects Liability Period:

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

16. Contractor's Liability and Insurance

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

- 16.1. In the event of any loss or damage to the Works or any part thereof or to any material or articles at the Site from any of the Excepted Risks the following provisions shall have effect:
- a. The Contractor shall, as may be directed in writing by the Engineer-in-Charge, remove from the site any debris and so much of the works as shall have been damaged.

- b. The Contractor shall, as may be directed in writing by the Engineer-in-Charge, proceed with the completion of the works under and in accordance with the provisions and Conditions of the Contract, and
- 16.2 Provided always that the Contractor shall not be entitled to payment under the above provisions in respect of so much loss or damage as has been occasioned by any failure on his part to perform his obligations under the Contract or not taking precautions to prevent loss or damage or minimize the amount of such loss or damage.
- 16.3 The Contractor shall indemnify and keep indemnified the Corporation against all losses and claims for injuries or damage to any persons or any property whatsoever which may arise out of or in consequence of the construction and maintenance of works and against all claims, demands proceedings, damages costs, charges and expenses whatsoever in respect of or in relation thereto. Provided always that nothing herein contained shall be deemed to render the Contractor liable for or in respect of or to indemnify the Corporation against any compensation or damage caused by the Excepted Risks.
- 16.4 Before commencing execution of the work, the Contractor shall, without in any way limiting his obligations and responsibilities under this condition, obtain and deposit with the Corporation-Contractors “All Risk Policy” and “Third Party” Insurance policy.
- 16.5 The Contractor shall at all times indemnify the Corporation against all claims, damages or compensation under the provisions of Payment of Wages Act, 1936, Minimum Wages Act. 1948, Employer’s Liability Act, 1938 the Workmen’s Compensation Act, 1923, Industrial Disputes Act, 1947 and the Maternity Benefit Act. 1961 or any modifications thereof or any other law relating thereto and rules made thereunder from time to time.
- 16.6 The Contractor shall provide to the Engineer-in-Charge from time to time that he has taken all the insurance policies referred to above and has paid the necessary premiums for keeping the policies alive till expiry of the Defects Liability Period.
- 16.7. All statutory deductions as applicable shall be made from the due payment of the contractor.
- 16.8 No claim for interest will be entertained by the corporation in respect of any balance payments or any deposits which may be held up with the corporation due to any dispute between the corporation and contractor or

in respect of any delay on the part of the corporation in making final payment or otherwise.

- 16.9 The contractor shall ensure that no materials/wastes/plant, equipment's etc. are dumped at the site. In case any of the above items are dumped the contractor shall clear the same from the site by or before completion of the work at his own cost or otherwise NSIC will carry out the work at the contractor's risk and cost after 7 days notice.
- 16.10 The contractor will have to make suitable arrangement at his own cost for facilitating movement of labour to work site and back. Facilities are to be given to labour as per statutory provision at no extra cost to NSIC.
- 16.11 The lift shaft has already been provided and the contractor has to design the lifts as per the shaft size available and as per specification mentioned in the tender documents.

17. PAYMENTS:

The following percentage of contract rates for the various items included in the contract shall be payable against the stage of works shown herein:

- a) Advance @ 40% along with work order.*
- b) Balance @ 50% at the time of scheduling of manufacturing.*
- c) Balance @ 10% will be paid at the time of readiness for commission and obtaining Lift License by the bidder from Concerned Authority.*

The TDS as applicable shall be effected from the each stage of payments.

18. MOBILISATION ADVANCE:

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

19. ARBITRATION AND LAWS

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

- 19.2 The Arbitrator shall have power to call for such evidence by way of affidavits or otherwise as he thinks proper and it shall be the duty of the parties hereto to do or cause to be done, all such things as may be necessary to enable the Arbitrator to make the award without any delay. The Arbitrator shall give a separate award in respect of each dispute or difference referred to him. The venue of arbitration shall be at New Delhi. The Award of the Arbitrator shall be final, conclusive and binding on all parties to the contract.
- 19.3 The law under the Arbitration and Conciliation Act, 1996 as amended by Arbitration and Conciliation (Amendment) Act 2015 shall be applicable to such proceedings.

The cost of arbitration shall be borne by the parties to the dispute, as may be decided by the arbitrator(s).

Chief General Manager-NTSC, New Delhi

SIGNATURE OF THE CONTRACTOR

ADDITIONAL COMMERCIAL & TECHNICAL CONDITIONS

1.0 General

- 1.1 *This specification covers manufacture, testing as may be necessary before dispatch, delivery at site, all preparatory work, assembly and installation, commissioning putting into operations of Lifts.*
- 1.2 **Location**
The Lifts will be installed at N Block, NTSC, Okhla Industrial Estate, New Delhi-110020.
- 1.3 *The work shall be executed as per CPWD General Specifications for Electrical Works (Part III Lifts & Escalators – 2003), as per relevant IS and as per directions of Engineer-in-Charge. These additional specifications are to be read in conjunction with above and in case of variations; specifications given in this Additional conditions shall apply. However, nothing extra shall be paid on account of these additional specifications & conditions as the same are to be read alongwith schedule of quantities for the work.*
- 1.4 *The tenderer should in his own interest visit the site and familiarizes himself with the site conditions before tendering.*
- 1.5 *No T&P shall be issued by the Corporation and nothing extra shall be paid on account of this.*

2.0 Commercial Conditions

2.1 Type of contract

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

2.2 Submission and opening of Tenders:

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

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

3. Rates:

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

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

4.0 Completeness of tender:

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

5.0 Storage and Custody of materials:

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

7.0 Care of the Building:

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

8.0 Completion of period

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

9.0 Performance Guarantee:

The bidder shall guarantee among other things, the following

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

9. Guarantee

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

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

11. Power Supply

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

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

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

12.2 After Award of work

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

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

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

15.0 Extent of work

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

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

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

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

16.0 Inspection and testing:

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

17.0 Validity

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

18.0 Compliance with Regulations and Indian standards

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

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

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

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

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

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

19.0 Insurance and Storage

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

20.0 Training

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

SPECIAL CONDITIONS

Scope of Work

Sub: Supply, Installation, Testing & Commissioning of 01 No. 08 Passenger lift at 'N' Block, NTSC, Okhla New Delhi -110020.

1. Eligible bidders are requested to visit the above site in their own interest to examine the shaft size, pit depth and other space and site details which would enable them to submit their bid in a confident and informed manner. Tenderer to meet Technical Specifications as per IS standards & guidelines of Inspector of lifts, NCT, Delhi.
2. The entire job is required to be undertaken by the Tenderer on a **Turnkey Basis**. However, NSIC would provide the following:
 - (i) In-comer for the electric supply up to the main MCB.
 - (ii) Storage space at the site as required by the Tenderer.
 - (iii) Repairing / resizing / white-washing of the lift shaft, repairing of pit floor and architrave work if needed.
 - (iv) Lighting of shaft & machine room.
 - (v) Power, electricity.
 - (vi) Supply & Fixing of Hooks/I – section etc.
7. If any damage takes place to the structure of the shaft/building during work, same will be repaired by the Tenderer.
8. It is the responsibility of the Tenderer to help NSIC to fill the form for arrangement of Lift License required for the use of passengers before putting the lift into service & handed over for use to NSIC.
9. The Lift shall be under comprehensive warranty maintenance (inclusive of all spares and labor) of the Tenderer for a minimum of 12 months from the date of handing over. NSIC will not make any payment on any maintenance during warranty period including attending the break down calls for fault rectification.
11. Insulation and other tests applicable to the electric Lift shall be done as per relevant IS standards in presence of NSIC officials and accordingly make available relevant certificates.
12. Electrical installation shall be carried out in accordance with the specifications, local rules, Indian Electricity Act 1910 as amended up to date and rules issued there under. All items of work under this contract shall be executed strictly to fulfill the requirement as laid down in the specifications.

13. The design, material, construction, manufacture, inspection, testing and performance of motors shall comply with all currently applicable status, regulations and safety codes in the locality where the equipment will be installed. The equipment shall also conform to the relevant Indian standard or equivalent BSS or latest applicable standards.
14. During working at site, some restrictions may be imposed by Engineer-in-Charge/Security staff of Corporation or Local Authorities regarding safety and security etc., the contractor shall be bound to follow all such restrictions/instruction & nothing extra shall be payable on this account.
15. No compensation shall be payable to the contractor for any damage caused by rains lightening, wind, storm, floods Tornado, earth quakes or other natural calamities during the execution of work. He shall make good all such damages at his own cost; and no claim on this account will be entertained.
16. No labour hutment shall be allowed in the premises. All labourers should leave the site after day's work. The security & Watch ward of site contractor materials/work etc. shall be at his cost only.
17. All rates quoted by the bidders shall remain firm for the contract period/extended contract period, if any.
18. All minor building work necessary for installation of equipment such as making of holes in walls/ floors, either of RCC etc. and restoring them to original condition and finish. The scope of minor building work includes all grouting and anchoring of all boards.
19. All scaffolding as may be necessary in the lift well during erection work and subsequently removed.
20. Temporary barricades with caution boards at each landing to prevent accident during execution of work.
21. **It is the sole responsibility of the contractor to follow up the Lift Inspector for getting permission of erection before start of work and lift licence after completion of the work. Nothing extra will be payable on this account. However, the statutory fees to obtain Lift License will be paid by NSIC.**

All communication should be addressed to *Chief General Manager – NTSC Technical Service Centre, Okhla industrial Estate, New Delhi - 110020*

FORM OF TENDER

To
Chief General Manager
NTSC, Technical Service Centre
Okhla Industrial Estate,
New Delhi-110020

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

.....

(Name of the Work)

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

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

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

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

Signature of contractor.....

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

Dated.....

Witness.....

Date.....

Address.....

.....

APPENDIX

- | | | |
|----|--|---|
| 1. | Competent Authority | C.M.D. NSIC or his
Authorised executives |
| 2. | Earnest money/Security deposit | |
| | a) Earnest money | Rs NIL |
| | c) Security Deposit | NIL |
| 2. | Time allowed for execution of work | 05 Months |
| 3. | Authority competent to decide if
“any other cause” of delay is beyond
Contractor’s control | CMD, NSIC |
| 4. | Liquidated Damaged | 0.5% (one half of one percent) per
week subject to a Maximum 10%
value of the contract. |
| 5. | Defect Liability Period | 12 months from the date of
handing over of lift. |
| 6. | Authority competent to reduce
Compensation | CMD NSIC Ltd. |
| 7. | Approving Authority for releasing the payment
up to the accepted tender cost | CGM – NTSC
Okhla, New Delhi |

(Signature of the Contractor)

TECHNICAL PARAMETER FOR PASSENGER LIFTS

1.	Type of Lift	Passenger lifts, Gearless, Machine room Less.
2.	Number of lifts required (Location wise)	1 No
3.	Load: Number of persons	08 persons (544 Kg)
4.	Rated speed	1.00 Meter Per Second.
5.	Travel in meters	12.00 MTR approx.
6.	Number of floors served	3 Floors (GF+FF+SF)
7.	Size of lift well (tenderer)	1880MM x 1900MM (to be checked by the tenderer)
8.	Clear inside size of lift car	1100X1300(MM wide x MM Depth) Suitable for 08 passengers (load of 544Kg) & as per IS
9.	Position of counter weight	As per manufacturer standard.
10.	Position of machine room	At the top of lift
11.	a) Type of control	Microprocessor based variable Frequency Regenerative closed loop.
	b) Type of operation	Simplex full–collective operation with/without attendant
13.	Car entrance door	
	a) Number	1 No
	b) Size	800x 2000MM (Wide x height)
	c) Type of doors	Horizontal sliding-center opening - Automatic
	d) Car open in front only or open	In front only
14)	Construction design and finish of car body work	Stainless Steel Honeycomb.
15)	Type of signal system	a) Digital floor position indicator in the car and at All landings (to be provided above the car landing door. b) Travel direction indicator in the car and at all landings (to be provided above the car landing doors) c) Overload warning Audio & Visual indicator, inside the car (lift should not start on overload) d) Battery operated alarm bell and emergency light.

- e) Car operating panel with fade proof luminous butt Liquidity car and with intercom.
 f) Luminous hall buttons at all landings.
 g) Fireman's switch at ground floor
- 16) Landing entrance
- a) Location of landing entrance in central opening sliding door-stainless steel
 b) Number 1 No. at each floor (Total 3 floors)
 c) Size To suit the size of car door
 d) Type of doors Horizontal sliding – centre opening- Automatic
- 17) Electric supply
- a) Power: 415 V, AC, 3 phase, 50 Hz, 4 wire system
 b) Lighting: 230 V, AC 50 Hz
- 18) Is neutral wire available for control Circuits Yes
- 19) Additional item, if any As per standard of manufacturers and should be Included in the offer
- 20) Special inclusions
1. Digital position indicator in car and landing
 2. Battery operated emergency light and alarm bell
 3. False ceiling in car
 4. Infra red door screen
 5. Vandal proof S.S.Button with S.S.Cover
 6. Car operating panel
 7. Automatic rescue device
 8. Fireman's Switch
 09. Minor Builders Works
 10. Scaffolding
 11. Free Service for one year
 12. Braille symbols & auditory signals for Disable Persons.
 13. LED Display & LED Lighting.
 14. Auto Fan Cutt – Off.
 15. Battery operated Emergency Light and Alarm Bell.
 16. Flooring – PVC Flooring.

Approved Make:

- i) **M/s OTIS Elevator Company India Ltd.**
- ii) **M/s KONE Elevator India Pvt. Ltd.**
- iii) **M/s Johnson Lifts pvt. Ltd.**
- iv) **M/s Schindler India Pvt. Ltd**
- v) **M/s. Mitsubishi Elevators.**

Following items are excluded from the scope of the tenderers and same shall be done by NSIC:

1. 415 volts – 3 phase power supply in the machine room
2. 220 volts single phase power supply in the machine room
3. Bulkhead light and 16/6 amps power socket in the lift shaft at all floors
4. Lift well with plaster and white wash shall be made available.
5. 2 Nos earth lead is taken to the machine room / Lift Power panel.
6. Providing and fixing of Load Hooks / I section if any.

Price Bid

Schedule of work for Supply, Installation, Testing & Commissioning of 01 No. 08 Passenger lift at 'N' Block, NTSC, Okhla New Delhi -110020.

S. No.	Description	Qty	Rate	Unit	Amount
1.	Design, manufacture, supply, installation, testing and commissioning of Gearless, machine room less Passenger lifts of capacity 544 kg(8 persons) for (G+2) storeyed Building with the following specifications: Location of Lifts : Inside the building i) Speed : 1.0 MPS ii) Floors : 3 floors (GF+FF+SF) iii)Travel : 12.00 Mtrs (approx.) iv) Stops & opening 3 stops & 3 openings v) Controller: Microprocessor based variable Frequency Regenerative closed loop. vi) Automatic rescue device complete with dry maintenance free batteries as required. vii)Operation: Microprocessor based single automatic push button/ simplex selective collective/duplex collective selective with/ without attendant viii)Power – 415 V, 3 phase, 50 Hz, 4 wires system ix) Type of doors a) Car : Power operated centre opening horizontal sliding stainless steel scratch proof (Honey Combing finish) b) Landing doors: Stainless Steel with Honey Combing Finish. c) Flooring: PVC Flooring.	1 No.		No.	
	*Taxes				
2.	Total amount in words & Figures (Rs.)				

*detailed break up the tax components

Note: The bidders are requested to quote their rates in Indian Rupees only. Also the payment will be made by NSIC in INR only.

Total Amount in Words:

Signature: _____

Name & Designation: _____

Co Name & Seal: _____

Date: _____

Place: _____