

### Ref. e-Tender Notice No. NITJ/Store/Lifts/90/2021

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Assistant Registrar Dr. B. R Ambedkar NIT Jalandhar Email: arpurchase@niti.ac.in



### THIS DOCUMENT IS FOR REFERENCE ONLY. ONLY E-TENDERS WILL BE ACCEPTED

### e-Tender Notice No. NITJ/Store/Lifts/90/2021

National Institute of Technology, Jalandhar invites e-tender for comprehensive Annual Maintenance Contract of various capacity/brand Lifts installed in NIT, Jalandhar as per detail available at <u>Annexure-I</u> along with Tender Fee & EMD as per details given below:

I	Downloading & Submission of Online e-tender/bids	Start Date: 20.11.2021 at 3:00 PM
II	Last date of submission of online bids	End Date: 11.12.2021 upto 3:00 PM
111	Physical submission of Tender Fee and EMD	End Date: 13.12.2021 upto 3:00 PM
IV	Opening of Technical e-Bid (online)	13.12.2021 at 3:00 PM

Detailed Terms and Conditions are available in e-tender document. The bid document can be downloaded from the <u>CPP Portal</u>.

Complete tender document is available for reference purposes on Institute website <u>www.nitj.ac.in</u> and <u>CPP Portal.</u> Only e-tenders will be accepted.

Registrar



### <u>Annexure-I</u>

### Ref. No. e-Tender Notice No. NITJ/Store/90/2021 Detail of Equipment, Tender Fee & EMD are as under:

Sr. No.	Lift No.	Location N	Make	No.	Сара	Capacity			EMD
				of lifts	Passenge	r weight	1	Fee Rs.	Rs.
1	8549, 8550	Mega Hostel for Girls	Johnson	02	13 Nos.	884 KG	Ground + 6	500/-	75000/-
2	8554	Mega Hostel for Boys A	Johnson	01	13 Nos.	884 KG	Ground + 5		
3	8557	Mega Hostel for Boys A	Johnson	01	15 Nos.	1020 KG	Ground + 5		
3	8555	Mega Hostel for Boys F	Johnson	01	13 Nos.	884 KG	Ground + 5		
5	8558	Mega Hostel for Boys F	Johnson	01	15 Nos.	1020 KG	Ground + 5		
6	8556	Mega Hostel for Boys B	Johnson	01	13 Nos.	884 KG	Ground + 6		
7	8553	Mega Hostel for Boys B	Johnson	01	15 Nos.	1020 KG	Ground + 6		
8	2645	Student Welfare Centre	Johnson	01	13 Nos.	884 KG	Ground + 5		
9	2646	Student Welfare Centre	Johnson	01	10 Nos.	680 KG	Ground + 5		
10	7111	Type V Quarter	Johnson	01	15 Nos.	1020 KG	Ground + 8		
11	7112	Type V Quarter	Johnson	01	8 Nos.	544 KG	Ground + 8		
12	2641, 2642	M.Sc. Block	Johnson	02	13 Nos.	884 KG	Ground + 3		
13	7585, 7586	Lecture Theater Complex	Johnson	02	20 Nos.	1360 KG	Ground + 3		
14	2647	New Workshop (Goods cum passenger Lift)	Johnson	01	NA	2000 KG	Ground+2		
15	2643, 2644	ECE/ICE Building	Johnson	02	13 Nos.	884 KG	Ground + 6		
16		Dumb Waiter Mess(Goods Lift)	Johnson	02	NA	150 KG	Ground + 3	1	
17	NA	IT Park	Omega	01	8 Nos.	544 KG	Ground + 2	1	

Note: The quantity of required equipment/item may vary as per requirement.

\*Exemption of Tender fee & EMD will only be given to MSME/NSIC registered bidders.

### Dr B R AMBEDKAR NATIONAL INSTITUTE OF TECHNOLOGY G T Road By Pass, Jalandhar-144011, Punjab (India) EPABX-0181-2690301 & 453 website: www.nitj.ac.in email: registrar@nitj.ac.in



### Important Note

- 1. All corrigenda, addenda, amendments and clarifications regarding this tender document will be uploaded on the website <u>www.nitj.ac.in</u> and CPP Portal and not in the newspaper; Bidders shall keep themselves updated with all such developments.
- 2 In case, the last date of receipt/opening of bids falls on holiday, the bids shall be receipt/opened on the next working day at same time.
- 3 In case, the last date of submission of EMD & Tender fee falls on holiday, the EMD & Tender fee shall be submitted on the next working day at same time.
- 4 Tenderer who have downloaded the tender document form the institute website, shall submit a declaration along with tender document that I/We have downloaded the Tender Form from the institute website <u>www.nitj.ac.in</u> and I/we have not tempered /modified the tender form in any manner. In case, if the same is found to be tempered/modified in any manner, I/we understand that my/our tender will be summarily rejected and I/we are liable to be banned from doing business with institute.
- 5 Tender fee of Rs.500/- (Non- refundable) in the form of DD in favor of Director, DR. B R Ambedkar NIT, Jalandhar.
- 6 EMD (refundable) in the form of DD in favor of Security- A/c, DR B R Ambedkar NIT, Jalandhar.
- 7. Both EMD and Tender fee are be submitted as per dates mentioned in schedule, failing which e-bids will not considered.
- All the bidders are required to submit the Tender Fee and EMD as per requirement of tender document failing which bids received straightway rejected and bid will be treated invalid.
- Note: If the bidder inadvertently or otherwise uploads the quoted rates in the technical bid, the bid will be straightway rejected and treated invalid.
- If the bidder is exempted for payment of Tender Fee and EMD as NSIC/MSME registered bidders, then bidder is required to submit NSIC/MSME exemption certificate for same. The Certificate must be valid as on last date of submission of bid.

Tenderer must submit a scanned copy (duly signed and stamped) regarding terms & conditions as per our tender documents along-with bill of quantity as per required services in the technical bid for examine the bid as per our institute tender documents.



### **Instructions to Tenderers**

- 1. No tender will be accepted in physical form. The bidders shall have to submit their bids online in Electronic Format under Digital Signatures. For participation in the e-tendering process, the bidders need to register themselves on CPP Portal.
- 2 Bids are to be submitted online and opened online as per time given failing which no tender will be considered.
- 3. Bids will be opened online as per time given schedule.
- 4. Before submission of online bids, bidders must ensure that scanned copies of all the necessary/relevant documents have been uploaded with the bid which should be duly signed and stamped. The duly signed and stamped copies of Terms & Conditions of the tender and other documents of the Tender & Annexures must be uploaded, failing which their bids may be rejected.
- 5. NIT JALANDHAR, will not be responsible for any delay in online submission of bids due to any reason whatsoever.
- 6. Bidders should also upload the scanned copies of Tender fees/EMD/Exemption Certificate as specified in the tender documents along with online technical documents. EMD in the form of a Demand Draft in favor of the <u>Security – A/c, Dr B R</u> <u>Ambedkar NIT, payable at Jalandhar</u> (refundable separate) and Tender Fee in the form of a Demand Draft in favor of the <u>Director, Dr B R Ambedkar NIT, payable at Jalandhar</u> (Non- refundable separate) should also be submitted in physical form to the following address as per scheduled time given for physical submission of EMD and Tender fee. The Envelope should be super-scribed as EMD and Tender Fee for Tender for Supply of various capacity/brand Lifts installed and sent to following address: -

Kind Attention- Assistant Registrar (Store Section) Director, Dr. B R Ambedkar National Institute of Technology, G T Road Amritsar By Pass, Jalandhar-144011, Punjab (India).

- 7. The details of EMD specified in the tender document should be same as submitted online (scanned copies). Otherwise tender will be rejected summarily.
- 8. The conditional bids shall not be considered and will be out rightly rejected.

**Read and Accepted** 



- 9. The Financial Bid through e-tendering process shall be opened of only those bidders, who will qualify in the technical bid and approved by the Purchase Committee/Technical Experts. The date, time & place of opening of the financial bid(s) will be intimated in due course of time.
- 10. At any time prior to the deadline for submission of bid, the institute may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer(s), modify the tender document by issuance of an amendment.
- 11. The amendment will be uploaded on Institute website and CPP Portal only. In order to provide reasonable time to prospective tenderer(s), for preparing their bid as per amendment, the institute may, at its discretion extend the deadline for the submission of tender.
- 12 The Institute is not liable to pay any interest on EMD. Earnest money deposit shall be forfeited, if the tenderer, withdraws its bid during the period of tender validity. The Earnest money deposit of the tenderer, whose tender has been accepted, will be returned on the submission of <u>performance security @ 3% of the total value of the offer. The performance security will be kept till the Contract period+2 months more of the CAMC period.</u> Earnest money deposit of the successful tenderer shall beforfeited, if it refuses or neglects to execute the contract or fails to furnish the required performance security within the time frame as specified by the institute. The EMD(s) of other Bidder(s) whose offer are found according to required specifications/ lowest will be released after finalization of Technical Bids/ Lowest Bid.
- **13** The Format of Performance Bank Guarantee bond or Performance Bank Guarantee issued by the bank as per the format given in <u>Annexure"A"&"B"</u>.
- 14. Delivery time is the essence of the contract and must be met with.
- 15. The Director may accept a tender in part or whole of the quantity offered, reject any tender without assigning any reasons and may not accept the lowest bidder. Further in case of any doubt/dispute, the decision of the Director of the Institute shall be final.
- 16. The offer shall be kept valid for minimum 120 days.

Read and Accepted.



- 17. a) Either the Indian agent/ dealer on behalf of the Principal/OEM or Principal/OEM itself can bid but both cannot bid simultaneously for the same item/product in the same tender.
  - b) If an agent/ dealer submits bid on behalf of the Principal/OEM, the same agent /dealer shall not submit a bid on behalf of another Principal/OEM in the same tender for the same item/product.
  - c) All offers other than those from the Principal/OEM should be supported by an authority letter from the manufacturer authorizing the dealer /supplier to tender on their behalf as per <u>Annexure-C</u>. In case of manufacturer, a certificate or a copy thereof to the effect that the bidder is a manufacturer of the Equipment /Item must be accompanied with the technical bid.
- 18. The supplier will be responsible till the entire stores contracted for, arrive in good condition at destination.
- 19. The tenderer should not have been debarred and/ or blacklisted by any Central Government/ or any State Government Department(s). This must be <u>supported byan</u> <u>affidavit as per format given in **Annexure-"D"**.</u>
- 20. If any information furnished by the bidder is, at any stage found to be incorrect/false/fabricated, the Institute shall have the absolute right to forfeit the EMD, warranty/performance guarantees or/and security deposits, in addition to cancellation of contract, and in accordance with law, such other actions may be taken like black-listing of the bidder etc.

Read and Accepted.



### **TENDER EVALUATION**

Institute will evaluate all the proposals to determine whether these are complete in all respects as specified in the tender document. Evaluation of the proposals shall be done in two stages as:

### (a) <u>Stage – I (Technical Evaluation):</u>

(i) Institute shall evaluate the technical bid(s) to determine the following like the bid qualifies the essential eligibility criteria or not, the tenderer has submitted the EMD & Tender fee or not, any computational errors have been made or not, all the documents have been properly filled or otherwise, all the documents have been submitted/ uploaded with technical bid or not, Authorization of Dealer / Distributor/ Exclusive Agent certificate from manufacturer is in order or not, Sales & service policy of equipment / item during warranty period and after warranty period will also be seen, location of their authorized service center will also be seen for evaluation etc.

After evaluation of technical bid(s), a list of the qualifying tenderer (s)/ bidder(s) shall be made. Short-listed tenderer(s) will be informed of the date, time and place of opening of financial bid(s) and they may attend or depute their authorized representative/s to attend the schedule of opening of financial bid(s) on the scheduled date and time, if they wish to do so. The representative(s) should have a letter of authority to attend the price bid(s) opening event.

**Read and Accepted** 



### PART – II (e-FINANCIAL BID):

- a) Bidders should offer the rates as per the format of BOQ as available on CPP Portal. Detailed bill of material/quantity is also to be provided along with the price breakup of each item as per requirement of the tendered specification of the equipment in the online price bid at <u>CPP Portal</u>.
- Note: The quoted amount as filled in the Annexure(s) of online financial bid and detailed bill of material/quantity provided with price break up of each item in the online financial bid should be tallied and both must be same, otherwise bid will be treated invalid.
- **b)** Custom, GST or any other taxes, Education Cess and other charges must be mentioned in the price bid. The financial evaluation/comparison will be made after including all the above mentioned charges/taxes.

Read and Accepted.



### **ARBITRATION:**

In case of any dispute or difference arising out in connection with the tender conditions/job order/Contract, the Institute and the Seller/Service Provider will address the dispute/difference for a mutual resolution and failing which, the matter shall be referred for arbitration to a sole Arbitrator to be appointed by the Institute.

The Arbitration shall be held in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and the venue of arbitration shall be at Jalandhar only. The decision of the Arbitrator shall be final and binding on both the parties.

### JURISDICTION:

The courts at Jalandhar alone will have the jurisdiction to trial any matter, dispute or reference between parties arising out of this tender / contract. It is specifically agreed that no court outside and other than Jalandhar Court shall have jurisdiction in the matter.

Read and Accepted.



## TERMS AND CONDITIONS

- 1. Rate should be quoted F.O.R NIT Jalandhar.
- 2. GST or any other chargeable duty where applicable must be specifically mentioned, failing which no tax or duty will be allowed at subsequent stage.
- 3. All items shall be indicated both in words as well as in figures. If there is difference between amount quoted in words and figures, amount quoted in words shall prevail.

## 4. Payment:

- a) A Price schedule shall be annexed to the Articles of Agreement according to which all payments shall be made to the contractors by the Institute for the CAMC services.
- b) The prices in the Price Schedule shall be exclusive of GST and the same shall be charged in addition to the applicable rate.
- c) Quarterly payments shall be made to the Contractor, after rendering satisfactory services. The Contractor shall raise invoice at the end of each quarter and the Institute shall make all endeavor to make payments within 45 days from the date of the receipt of the invoice to the Contractor if every things in order.
- d) The charges shall be valid for a period of three years. No price escalation shall be entertained by the Client during the period.
- e) All payments shall be made in Indian currency by means of Account payee PFMS/cheque/RTGS/NEFT. The contractors have to submit their Bank account details with invoice.
- f) Institute shall be entitled to deduct in accordance with Applicable Law, Income Tax or withholding tax or other deductions (as the case may be), from any payments made to the Contractor, and the amount so deducted shall be deemed to be a payment made to the Contractor. Institute shall provide a certificate certifying the deduction so made.
- g) No payment shall be made in advance nor any loan from any bank of financial institution recommended on the basis of the order of award of work.

### 5. COMPENSATION FOR DELAY:

For any breakdown of lifts remaining for more than 8 hours for minor repair. Payment for the Nos. of days the elevator remain out of order shall not be made to the firm. Similarly, for overhauling and major repair the time will be 3 days and otherwise double recovery will be made.

### 6. COMPLIANCE WITH LABOUR LAWS:

The contractor, at his own expenses, shall ensure the compliance with all applicable and governing industrial and labour laws and other laws, rules and regulations and BY-LAWS of both Central & State Govt. and all other local authorities. The contract or shall keep the Institute harmless and indemnified in respect thereof.

### 7. CURRENCIES OF BID AND PAYMENTS

The Bidder shall submit his price bid / officer in Indian Rupees and payments under this contract will be made in Indian Rupees.

### 8. DAILY, MONTHLY, HALF YEARLY & ANNUAL SERVICING in CAMC:

Contractor has to carry out daily, monthly, quarterly, semi-Annual and



Annual services and visits as required to keep the lifts operational 24x7x365. In addition to it they have to attend the break down when required.

- Overall performance and safety certificate should be produced by the contractor after inspection of lifts.
- The cost of spares, tools, tackles, consumables, transportation to sites is included in the service rates and shall not be paid separately.
- The maintenance / servicing shall be planned in consultation with the Institute. The work shall be carried out as per the best engineering practices and to the satisfaction of Institute.

### Daily Service:

- **a.** Ride each elevator and observe performance, leveling, floor stops, door opening and closing operation and noise.
- b. Test safety edges, photo eyes, detectors, door open buttons, and alarm bell.
- c. Check for proper car and hall button operation and all indicator illuminations and lantern operations.
- **d.** Attend the lifts complaint and ensure the healthy operation and maintenance in all respects.

### Monthly service:

- a. Clean and inspect machine, controller, selector, motor, motor generator/SCR and governor
- **b.** Clean and inspect car top, operating switches, door operator and controls, car door hangers, jibs, detectors and/or photo eyes and safety edges. Lubricate and adjust door operator and door accessory equipment.
- **c.** Clean and inspect hoist way door hangers, interlocks, linkage, pickup assembly, Doorgibs, non –vision wing and hoist way switches.
- **d.** Clean and inspect governor tension sheave, car and counterweight buffers, compensating sheave assembly. Clean pit and check safety plank and travel cable loops.
- e. Clean Machine rooms, check commutators and brushes, clean and adjust controller and selector contacts and relays.
- **f.** Check car and hall fixture lamps, leveling and floor stops, alarm bell and emergency stop, inspect travel cable.
- $\mathbf{g}_{\bullet}$  Checking and operation of all moving parts.
- h. Checking the ARD & other parts related to ARD like Battery, ARD Control Board etc.
- **i.** Checking Drive Units & Motor.
- j. Checking control unit & Emergency Batteries.
- **k.** Checking of overload indication device.
- **I.** Lubrication of Guide.
- m. Checking of rope, emergency lighting, fans, speakers, alarm etc.
- n. Checking operation of the Door opening/closing & Floor leveling & overload indication device.
- **0.** Lubrication of Guide.
- p. Left out any maintenance services.
- q. Attend the lifts complaint and ensure the healthy operation and maintenance



### in all respects

### Quarterly service & Report:

- Inspect rope shackles, car and counter weight guides, TM and slow down Switches, adjust and lubricate as required. Check emergency light.
- Check and adjust brake. Inspect and lubricate pivot pins.
- Clean and adjust controller and selector components including contacts, relay and timers. Check transformer and rectifiers. Vacuum or brush all controller and selector parts.
- Check out complete safety circuit.
- Check selector cables and/or tapes. Lubricate selector drive worm. Inspect selector drive.
- Clean, inspect and lubricate governor linkage.
- Inspect, rotate and equalize hoist cables. Inspect cables hackles and fastening
- Check adjustment of roller/slide car and counter weight guides. Check Bearings/liners and fastenings.
- Inspect TM, slow down, leveling and/or limit switches.
- Clean and inspect all car and hoist way door contacts and interlocks.
- Check door closing force. Check car and hoist way hangar rollers and adjust up thrusts.
- Inspector door operator bearings and cams.
- Clean and inspect governor tail sheave, compensating sheaves, compensation ropes and hitches and/or compensating chains ,guides and hitches.
- Clean and inspect car and counterweight buffers. Check buffer oil level and operation.
- Attend the lifts complaint and ensure the healthy operation and maintenance in all respects

### Semi Annual service & Report:

- Check control and main line fuses, voltage readings, motor and motor generator wire connections, overloads, armature clearance and brake cores.
- Check motor overload devices, resistor and resistor connections.
- Check car safety Mechanism and governor rope hitch.
- Attend the lifts complaint and ensure the healthy operation and maintenance in all respects

### Annual Maintenance service & Report:

- > Drop brake shoes, clean, lubricate and adjust. Flush and replace worm gear oil.
- Check all controller and selector terminals. Check and clean all fuse holders.
- Check car frame, overhead, car and counterweight sheaves, sills and pits.
- Annual lubrication of motor, motor generator and machine bearings, deflector, compound and compensating sheaves and governor tension sheave bearings. Check all fastenings and motor oil ABD greasing.
- Annual car safety test. Clean, inspect and lubricate governor and safety mechanism. Check buffer oil level.
- Adjust motor control and perform logic systems operation check.
- Clean hoist way and hoist way equipment including guide rails, counter weights, hoist way door hangars, interlocks, closers, headers and related devices. Check all fastenings on guide rails, brackets and entrances.



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- Lift Machine room doors with lock able arrangement.
- Lift Machine room Ventilator Properly.
- Check the 3 Phase main cables/wires
- Check the single phase main supply cables
- Check 8 gauge main earth connected to our earth bar.
- AAAAAAA Check the lift room lighting arrangements.
- Check the lift well lightings.
- Check travelling cables and damaged or loose binding.
- Check all cabin fixing bolts and nuts.
- Check all the landing doors properly functioning.
- $\triangleright$ Check the limit switches functioning
- Attend the lifts complaint and ensure the healthy operation and maintenance in all respects

### 9. REPAIRINGOFLIFTS:

In general, all repairs should be carried out at the respective places of complaint only. Wherever repair is not feasible at the site of complaint or it requires additional facilities from other sources (e.g. motor rewinding etc.) faulty unit will be handed over to the contractor / its representative against acknowledgement as per pre veiling procedures of the Client. Contractor will carryout necessary repairs on the faulty unit and fix the unit back in its original place in operating condition under the intimation of Client or his authorized representative.

#### 10. **REPLACEMENTOF BATTERIES:**

Replacement of failed batteries will have to be done on the two -three day from the date of defective noticed. The failed batteries will be replaced by equivalent new batteries.

For replacements of batteries under warranty, the contractor will share the information to NIT, Jalandhar and NITJ will not provide any cost for this.

### 11. **ATTENDINGOFBREAKDOWN:**

Any break down call given by the Client's representatives shall be attended immediately by the Lift Engineer/Lift Technician. In case contractor's Lift Engineer fails to attend the call within the stipulated/specific time limit or fails to carry out the job of maintenance like replacement of spares etc.due to any reasons what so ever, the said job shall be got done through other agency at the discretion of Client at the sole risk and cost of the contract or and the amount shall be deducted from contractor"s bill. Decision of the Client shall be final and binding in this regard.

### 12. PROFORMA FORMONTHLY/QUARTERLY/ANNUALMAINTENANCE:

A general proforma for periodic daily, monthly, quarterly, semi Annual and Annual is attached. The contractor will carry out the work as per proforma for necessary records& payment. The contractor will undertake any other service as may be required for effective performance of the cooling appliances without any extra cost except for provisions in the contract.

### **REGISTEROFSTOCK/SERVICE** 13.

a. The Contractor / Supervisor of the Contractor shall maintain Stock records of the spares for immediate requirements for replacing on being found faulty in any of the



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Lifts. The stock register shall be prepared in consultation with the Institute.

b. The Contractor / Supervisor of the Contractor shall prepare a register of Complaints /Service Register in consultation with the Institute and the same shall be produced to the competent authority of the Institute fortnightly.

- c. Maintaining of History card.
- d. Maintaining of Attendance in client premises.
- e. Maintaining Register for spares replacement

### 14. Other general conditions of contract: -

- a) The Annual Maintenance Contract is for the period of one year from . (Tentative period, it may be vary) and the same may be extended for a maximum period of three years (extendable on yearly basis) from the date of initial award of contract on satisfactory services and mutual consent at the scheduled price. If no further extension order is issued, the contract period may be considered to have been completed as per orders issued already by our NITJ.
- b) The Contractor shall be required to depute at Technical staff (Lift technician), permanently in the Institute premises for healthy operation of lifts in institute round o" clock during the period of the CAMC
- c) The Lift Technician should be a Diploma/ITI in Lift Erection and Maintenance trade or Electrical and practical Experience of 2 years in Operation and Maintenance of lifts preferable. In case of urgency/emergency/department functions, the worker can be deployed beyond normal duty hours. The contractor shall not change the Lift Engineer/Supervisor / technicians frequently without our knowledge. Lift Engineer shall be readily available to attend the routine maintenance, breakdown calls immediately.
- d) It shall be the duty of the Contractor/Technicians to attend the complaints on the spot of the respective Lifts round o clock. Suitable substitute will be provided immediately by the Contractor in case regular technician proceed on leave or absent.
- e) The Contractor entrusted with Client"s CAMC shall execute the work in the most business-manner like maintaining optimum and high standards in all respects, without any compromise at any stage thereof.
- f) The Contractor is advised to inspect the lifts and ascertain the lifts status listed in the Annexure before offering.
- g) The Contractor shall inspect all the lifts as specified in Schedule of Works and Requirements before taking over their maintenance under the Maintenance Contract, and any missing/ non-functional part(s) listed out and brought to the notice of the undersigned within 7 days of the acceptance of maintenance contract, failing which the Contractor shall be deemed to have taken over the equipment"s of this office in perfectly working condition. The Contractor shall hand over the all lifts in good working condition with consultation of engineer in charge of Institute on the expiry of the Contract.
- h) In addition to any and all other guarantee mentioned in the contract, the contract or guarantees that the entire work will be done in a satisfactory manner and free from any defects in workmanship and finish in conformity in all respects with the specifications and directions. The contractor also undertakes to repair or replace as the case may beat his own cost and take risk in any part of the work which may develop any

defectsduetobadworkmanshiporotherwiseduetothefaultofthecontractor.

i) The contractor shall not be entitled to cartage and incidental charges on any account and shall make his own arrangements at his own cost for the storage at Client's premises.



j) TheContractshallbecomprehensiveanditshallincludeworksonaccountofallrepairan d maintenance and replacement of all spares / parts for all types of Lifts as listed in the Schedule of Requirements. The service provider shall provide direct service and shall not employ Sub-Contractors.

### k) MINIMUMELIGIBILITYCRITERIA

The following shall be the minimum eligibility criteria for selection of bidders.

- **1.** The bidder should be OEM or firm authorized by the OEM.
- **2.** In case of authorized service provider, the firm authorized by the OEM will have to upload the work specific scanned copy of authorization from the OEM duly signed by the authorized signatory.
- **3.** The OEM/firm authorized by the OEM must have Minimum 03 years" experience in the similar field in Government Departments/Public Sector Undertakings/Any similar institutions.

### RIGHT OF ACCEPTANCE:

- **4.** The National Institute of Technology reserves all rights to reject any bids including of those bidders who fail to comply with the instructions without assigning any reason whatsoever and <u>does not bind itself to accept the lowest or any specific bids</u>. The decision of the Competent Authority of the NATIONAL INSTITUTE OF TECHNOLOGY in this regard shall be final and binding.
- **5.** Any failure on the part of the bidder to observe the prescribed procedure and any attempt to canvass for the work shall render the bidder, s bids liable for rejection.
- 6. The competent authority of the NATIONAL INSTITUTE OF TECHNOLOGY reserves the right to award any or part or full contract to any successful bidder at its discretion and this will be binding on the In case of failure to comply with the provisions of the terms and conditions mentioned, by the bidder that has/have been awarded the contract, the competent authority of the NATIONAL INSTITUTE OFTECHNOLOGY reserves the right to award the contract to the next higher bidder or any other outside agency and the difference of price shall be recovered from the defaulter agency who has been awarded the initial contract and this will be binding on the bidders.
- 7. TheNATIONALINSTITUTEOFTECHNOLOGYmayterminatetheContractifitisfoun d that the bidder to whom the work has been awarded is black listed on previous occasions by any of the Government Departments / Institutions / Local Bodies /Municipalities/Public Sector Under taking etc.
- 8. The scope of comprehensive annual maintenance services (CAMC) shall include providing routine maintenance services, pertaining to complaints as and when they occur in lifts,Drive unit, providing all man power, tools and tackles and replacement of defective spare parts(including consumables) such as Drive units, Motor, Control panel & It"s accessories, Batteries, Luminaries etc.of same make/model, replacement and what ever parts required for all type lifts.
- **9.** The rates quoted for the CAMC services shall also include all charges of *Lift License renewal and Lift Insurance / Renewal charges; transportation charges all taxes and duties as applicable and labour charges etc.*



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- **10.** The contractor will have to keep sufficient spare parts at site to reduce the breakdown period to minimum possible time.
- **11.** The service persons should have physical fitness to carry out the works. They should not be transferred without clients" concurrence.
- **12.** The Contractor must ensure that Lift Engineer/ Lift Technicians/helpers shall work with proper Uniform /Shoes/ID CARDS and common rescue kits, safety accessories like, helmet, gloves, line Tester, instruments mask etc. for safety purpose.
- **13.** Any accommodation/Hostel facilities/vehicles/ladders will not be provided strictly for any contractors and their staffs.
- 14. The Contractor has to provide high standard of work in disciplined manner and is required to inform about the progress of work to the Engineer In charge, on day-to-day basis. A separate attendance will be maintained for their staff members in the office of Electrical Section NITJ. No store room will be provided to keep the required spare parts. It is the responsibility of the contractor for their materials.
- 15. The firm shall be responsible for any untoward accident occur during the Maintenance and operation of lifts. All financial liabilities shall be borne by the firms.
- **16.** No advance payment shall be made; quarterly payments in four equal installments will be made after end of the every quarter. For making the payment, the firm will have to submit their bills on quarterly basis.
- **17.** If any accident takes place at the site during the routine and preventive maintenance, it will be the sole responsibility of the contractor to indemnify the department for any loss a rising out of such accidents/losses theft etc.
- **18.** Lift defect parts/Material taken out of the office premises for service at your workshop shall be returned at the earliest and in any case, within 4 days" time. Non- attendance of complaints of this nature beyond a week would entail deduction of penalty as per penalty clause till the complaint is attended to.
- **19.** Transportation of Lift Defective materials/motors/ drivers from the office buildings to the service provider"s workshop, from one building to another and from the service provider"s workshop to the office buildings, will be at the cost of the service provider. A proper Gate pass should be used during transportation from institute and the same will be issued by NITJ.
- **20.** Quarterly Bills shall be submitted along with the Service Report acknowledgements (both for Preventive Maintenance Service and for Break-down Maintenance Service)before 10<sup>th</sup>ofthe following quarter. Payment shall be made after verification of the Records as per NITJ norms.
- **21.** National Institute of Technology, Jalandhar reserves the right to terminate the contract at any point of time during the tenure of contract, if the services are not found satisfactory. The notice period for termination of contract shall be Two month by either party. However, the service provider shall continue the service on the same terms until a new service provider takes over the contract at the Agreement rate. The decision of the National Institute of Technology Jalandhar in all respect shall be final and binding upon the contractor.



- **22.** The payment for the last three months shall be made to the Service provider only after completion of handing over of all Lifts in working condition to the successor-service provider and after receipt to f taken over note from the successor-service provider.
  - **23.** The Service Provider is responsible for the payment of Minimum Wages (under Central Act) to the personnel deployed by it. In respect of workers deployed under the CAMC contract, the Service Provider shall be solely and exclusively responsible for compliance to all statutory provisions under the Labour Laws and there is NO employer employee relationship between NITJ and the workers deployed by the Service Provider.
  - 24. While some of the Lifts have been procured by NIT, Jalandhar through CPWD, recently and are under Warranty, the Institute may go for procurement of additional Lifts in future as on required basis. The contractor would provide AMC for these Lifts after completion/expiry of warranty period. Charges for AMC of these Lifts would be at the same rate as quoted in the Tender for similar specifications.
  - **25.** The quantity details of Lifts are given in **PRICE BIDS** of this document. This may vary marginally according tour NITJ decisions
  - **26. Validity of bids:** The rate quote should be valid for a minimum <u>of 120 days</u>. No claim for escalation of rate will be considered after opening the Tender.
- x) **Amendment of tender Document:** At any time prior to the last date of receipt of bids, Institute may for any reason, whether at its own initiative or in response to a clarification requested by prospective bidder, modify the Tender document by an amendment.
- y) The Institute reserves the right of accepting any bid other than the lowest or even rejecting all the bids without assigning any reasons there for. The decision of the NITJ competent Authorities is final in all matters of this tender.

### Read and Accepted.



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### FORMAT FOR SUBMITTING TECHNICAL BID

Sr. No.	Description	Information/Compliance
1	DoyouunconditionallyagreewithallTermsandConditionsstipulate dintheTender Document?	
	(Yes/No)	
2	Details of Tender Fees remittance	Amount: Rs.:DD Number: Date: Name of Bank: Payable at:
3	DetailsofEMDremittance	Amount: Rs.:DD Number: Date: Name of Bank Payable at :
4	<b>Name and Address</b> of the Applicant/bidder with Telephone/ Fax/Mobile and Mail ID	
6	<b>Registration/Incorporation Particulars</b> (Please attach self- attested copies of documents of registration/incorporation of your firm/Company as required under business law)	
7	Legal Status of the bidder (In the case of Partnership Firm, authenticated copy of Partnership Deed, in the case of Private or Public Limited Company authenticated copy of Memorandum and Articles of Association and in the case of Proprietary concern, Proprietary Firm Registration Certificate should be enclosed as documentary proof)	
8	<b>Profile</b> containing name, educational qualifications, occupation and postal address of Proprietor / Partners/Directors/Managing Director/Chairman and Managing Director ( please use separate sheet if found necessary)	
9	Name, designation and Phone number of persons authorized to sign the documents on behalf of the Proprietary concern/Partnership Firm/Private or Public Limited company (Please attach Power of Attorney/authorization for signing the document. In the case of Proprietary concern bidder may submit attested copy of the PAN card / Election Commission Card / Passport of the Proprietor and authorized signatory in case of proprietor is not signing the tender document)	
• <b>N</b> n	Tame and Designation of the Contact Person/Representa Tanager of the Successful bidder/firm/ company with mobi umber & email ID. Upload experience certificates of last 3 years of similar work	ile



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12	Havey our concern/firm/company ever changed its name any time? If yes, provide the previous name and the reasons therefor?	
13	Have you or your constituent ever left the contractawarded to you incomplete? If so, give name of the contract and reasons for not completing the contract.	
14	<b>IncomeTax Permanent Account Number</b> (Self attested Copy of PAN Card to been closed)	
15	Have you registered under Employees State Insurance Corporation Act(ESI)Act? If so, enclose copy of the registration certificate. Also provide a copy of latest remittance made by your successful bidder/firm/company	
16	Have you registered Under Employees Provident Fund (EPF) and Miscellaneous Provisions Act? If so, enclose copy of the registration certificate. Also provide a copy of the latest remittance, if any, made by your firm to wards EPF.	
17.	GST Registration Number (Self attested Proof to be attached).	
18	Name and address of your banker	

Signature of the bidder with Name and Seal



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### Format of CONTRACT AGREEMENT NO.

Dated:-

THIS AGREEMENT is made on.....between The **Director**, **NATIONAL INSTITUTE OF TECHNOLOGY,JALANDHAR–.**(Here in after referred to As "Client" which expression shall include his successors and assigns),and whose principal place of office is at National Institute of Technology, Jalandhar of the One Part,

### AND

Contractor") which expression shall unless excluded by or repugnant to the context be deemed to include his successors, heirs, executors, administrators, representatives and assigns) of the other part for Comprehensive Annual Maintenance Contract (CAMC)ofLiftsofClient" spremises.

i. WHEREAS the Client invited bids through open tender, vide Notice Inviting Tender dated......for"......selection of agency for CAMC of its Lifts" under Tender No.\_\_\_\_\_

AND WHERE AS the Contractor submitted his bid vide ..... in accordance with the bid documents and represented therein that it fulfills all the requirements and has resources and competence to provide requisite services to the Client

..... Only].

- iii. AND WHEREAS the Client desires that the CAMC services (as defined in the Bidding Document) be provided, performed, executed and completed by the Contractor, and wishes to appoint the Contractor for providing requisite services to the Client.
- iv. AND WHEREAS the Contractor acknowledges that the Client shall enter into contracts with other contractors/parties for the CAMC services for its office in cases the Contractor falls into breach of the terms and conditions as stipulated in the Tender Document and shall waive its claim whatsoever in this regard.
- v. AND WHEREAS the terms and conditions of this Contract have been fully negotiated between the Client and the Contract or as parties of competent capacity and equal standing.
- VII **AND WHERES** the Contract or has fully read, understood and shall abide by all the terms and conditions as stipulated in the Tender Documents for providing CAMC services for Client"s office, failing which the Contract is liable to be terminated at any time, without assigning any reasons by the Client.
- VIII. The Client and the Contract or agree as follows:
  - 1. In this Agreement (including the recitals) capitalized words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
  - **2.** The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other Contract documents.
    - i. The Letter of Acceptance (LoA) issued by the Client.
    - ii. The complete Bid, as submitted by the Contractor.



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- iii. The Addenda, if any, issued by the Client.
- iv. Any other documents forming part of this Contract Agreement till date.(Performance Bank Guarantee, Bank Guarantee)
- v. Charges–Schedule annexed to this Article of Agreement
- vi. Supplementary Agreements executed from time to time.
- **3.** Any changes/modifications/amendments required to be incorporated in the Contract Agreement at a later stage shall be discussed and mutually agreed by both the parties and such supplementary agreements shall be binding on both the parties and shall form the part of this contract agreement.
- **4.** This Contract shall be governed by and construed in accordance with the laws of India. Each Party hereby submits to the jurisdiction as set out in the Dispute Resolution Procedure in the Conditions of Contract.
- IX. **IN WITNESS WHERE OF** the parties here to have caused this Agreement to be executed in accordance with the laws of India on the day, month and year indicated above.

Signed on behalf of the Contractor

Signed on Behalf of NIT-JALANDHAR

### (Authorized Signatory)

(Authorized Signatory)

### DECLARATION BY THE BIDDER

- I/ we hereby certify that the information furnished in this tender document is complete and correct to the best of my knowledge. I/ we understand thatfurnishingoffalseinformationcouldresultindisqualifyingfortheawardofthecontract.
- I/ We also authorize the NITJ or its authorized representative to approach individuals, employers, firms and corporation to visit the works completed by us in the past or are in progress at present, to verify the competence and general reputation.
- I/ We do hereby offer to perform and execute the Contract in conformity with terms and conditions of the contract.
- I / We agree that the acceptance of any tender shall be at the sole and absolutediscretionoftheNIT,Jalandharandtheydonotbindthemselvestoacceptthelowesttenderora nytenderandmayrejectanyoralltendersreceived.

Place:

Signature of the bidder with Name and seal

Date:

### Name

### Designation

Seal



Annexure: "A"

### FORMAT FOR PERFORMANCE BOND/GUARANTEE

(Undertaking from the supplier on a Non Judicial Stamp Paper of requisite duly attested by Notary)

In consideration for "The Registrar, National Institute of Technology Jalandhar (hereinaftercalled NIT Jalandhar) having agreed to release the payment of net value as per terms and conditionsofa concluded Order No. \_\_\_\_\_\_ dated \_\_\_\_\_ (hereinafter called 'the order') for supply of \_\_\_\_\_\_\_ (here in after called 'the Equipment //tem ) to us Messrs \_\_\_\_\_\_\_ (hereinafter called 'the supplier') on submission of a Performance Bond to the satisfaction of NIT

We, Messer"s

\_\_hereby submit the FDR/TDR No. \_

issued by \_\_\_\_\_\_\_ (Name of Bank) for \_\_\_\_\_\_ pledged in favour of Registrar, NIT Jalandhar as performance guarantee amount and hereby irrevocably, unconditionally and absolutely undertake against any loss or damage caused or suffered by NIT Jalandhar by reason of any failure of the supplier to perform or omission or negligence to perform any part of its obligations to the satisfaction of NIT Jalandhar in terms of the order.

We, the supplier, do hereby authorize Registrar, NIT Jalandhar to forfeit this Performance Guarantee amount / undertake to pay the amount due and payable under this guarantee without any demur merely on a demand from the NIT Jalandhar stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the NIT Jalandhar by reason of any breach by us of any of the terms and conditions contained in the said order or by reason of our failure or omission or negligence to perform the said order or any part thereof. We, the Supplier, undertake to pay to NIT Jalandhar any amount so demanded by NIT Jalandhar, notwithstanding:

a) Any dispute or difference between NIT Jalandhar and supplier or any other person or between the supplier or any person or any suit or proceeding pending before any court or tribunal or arbitrator relating thereto; or

b) The invalidity, irregularity or unenforceability of the order; or

Jalandhar for the due performance of the said order.

c) Any other circumstances which might otherwise constitute discharge of this guarantee, including any act of omission or commission on the part of NIT Jalandhar to enforce the obligations by the supplier or any other person for any reason whatsoever.

We, the Supplier, further agree that the performance Bond/ Guarantee herein contained shall be continued one and remain in full force and effect during the period that would be taken for the performance of the said order and that it shall continue to be enforceable till all the dues of the NIT Jalandhar under or by virtue of the said order have been fully paid and its claims satisfied or discharged or till the office of the Registrar, NIT Jalandhar certifies that terms and conditions of the said order have been fully and promptly carried out by us and accordingly discharges this Performance Bond/ Guarantee.

We, the Supplier, further agree with NIT Jalandhar, that NIT Jalandhar shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said order or to extend time of performance by the said supplier from time to time or to postpone for any time or from time to time and of the powers exercisable by the NIT Jalandhar against the said supplier and forbear or enforce any of the terms and conditions relating to the order and we shall not be relieved from our liability by reason of any such variation or extension being granted to us or for any forbearance, act or omission on the part of NIT Jalandhar or any indulgence by NIT Jalandhar to us or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

This Performance Bond/Guarantee will not be discharged due to the change in the constitution of the supplier. We, the Supplier, undertake not to revoke this Performance Bond / Guarantee except with the prior consent of NIT Jalandhar in writing.

The disputes relating to this Bank Performance Bond / Guarantee shall be resolved as per the terms and conditions of the order.



Annexure "B"

### FORMAT FOR PERFORMANCE BOND (BANK GUARANTEE)

In consideration for th					
NITJalandhar) having a	greed to release the	payment of n	net value as per	r terms and conditior	is of a
concluded Order No.	dated		(hereinafter c	alled 'the order') for	supply
of	(hereinafter called	'the	Equipment	/Item)	to
Messrs	(here in aft	ter called 'th	<b>ne supplier')</b> o	n submission of a	Bank
Guarantee to the satisfact	ction of NIT Jalandhar f	or the due per	formance of the	said order.	
We,		-	(hereinafter	called 'the Bank')	at the
request of the supplie	r do, as a primary	obliger and	not merely as	surety, hereby irrev	ocably,
unconditionally and absolutely undertake against any loss or damage caused or suffered by NIT					
Jalandhar by reason of any failure of the supplier to perform or omission or negligence to perform any					
part of its obligations to t					
part of ito obligations to t					

We, the Bank do hereby undertake to pay the amount due and payable under this guarantee without any demur merely on a demand from NIT Jalandhar stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by NIT Jalandhar by reason of any breach by the said supplier of any of the terms and conditions contained in a said order or any part thereof. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the bank under this guarantee, which shall not be considered as satisfied by any intermediate payment or satisfaction of any part of or obligation hereunder. However, our liability under this guarantee shall be restricted to an amount not exceeding\_\_\_\_\_.

We, the Bank, undertake to pay to NIT Jalandhar any amount so demanded by NIT Jalandhar, notwithstanding a). Any dispute and difference between NIT Jalandhar and supplier or any other person or between the supplier or any person or any suit or proceeding pending before any court or tribunal or arbitrator relating thereto or

a). The invalidity, irregularity or unenforceability of the order or

b). Any other circumstances which might otherwise constitute discharge of this guarantee, including any act of omission or commission on the part of NIT Jalandhar to enforce the obligations by the supplier or any other person for any reason whatsoever.

We, the Bank, further agree that the guarantee herein contained shall continue and remain in full force and effect during the period that would be taken for the performance of the said order and that it shall continue to be enforceable till all the dues of NIT Jalandhar under or by virtue of the said order have been fully paid and its claims satisfied or discharged or till the office of the Registrar, NIT Jalandhar confirms that the terms and conditions of the said order have been fully and promptly carried out by the said supplier and accordingly discharge this guarantee.

We, the Bank, hereby agree and undertake that any claim which the bank may have against the supplier shall be subject to and subordinate to the prior payment and performance in full of all the obligations of the bank hereunder and the bank will not, without prior written consent of NIT Jalandhar, exercise any legal rights or remedies of any kind in respect of any such payment or performance so long as the obligations of the bank hereunder remain owning and outstanding, regardless of the insolvency, liquidation or bankruptcy of the supplier or otherwise. We, the Bank, will not counter claim or set off against its liabilities to NIT Jalandhar hereunder any sum outstanding to the credit of NIT Jalandhar with it. We, the Bank, further agree with NIT Jalandhar, that NIT Jalandhar shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said order or to extend time of performance by the said supplier from time to time or to postpone for any time or from time to time and of the powers exercisable by the NIT Jalandhar against the said supplier and forbear or enforce any of the terms and conditions relating to the order and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said supplier or for any forbearance, act or omission on the part of NIT Jalandhar or any indulgence by NIT Jalandhar to the said supplier or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us. This guarantee will not be discharged due to the change in constitution of the Bank or the supplier.We, the Bank, lastly undertake not to revoke this Guarantee during its currency except with the prior consent of NIT Jalandhar in writing.

The disputes relating to this Bank Guarantee shall be resolved as per the terms and conditions of the order.



Annexure "C"

### FORMAT FOR MANUFACTURER'S AUTHORIZATION FORM

To. The Registrar Dr B. R Ambedkar National Institute of Technology Jalandhar

Sub. : e-Tender for " ".

Dear Sir,

We,\_\_\_\_\_, established and reputed who are manufacturers of , having factory/office at , hereby authorize M/s [name & address of agents/distributors] to bid, negotiate and conclude the contract with you for the above goods manufactured by us.

We shall remain responsible for the tender/Agreement negotiated by M/s , jointly and severely. No company or firm or individual other than M/s are authorized to bid, negotiate and conclude the contract in regard

to this business against this specific tender as for all business in the entire territory of India.

We hereby extend our full guarantee and warranty as per the terms and conditions of tender for the goods offered for supply against this invitation for bid by the above supplier.

\*specify in detail manufacturer's responsibilities the services to be rendered by

M/s \_\_\_\_\_are as under:

i) \_\_\_\_\_

ii) \_\_\_\_\_

[Specify the services to be rendered by the agent/distributor] In case duties of the agent/distributorare changed or agent/ distributor is changed it shall be obligatory on us to automatically transfer all the duties and obligations to the new Indian Agent failing which we will ipso-facto become liable for all acts of commission or omission on the part of new Indian Agent/ distributor.

Yours faithfully,

[Name & Signature] For and on behalf of M/s. [Name of manufacturer



### Annexure "D"

# DECLARATION REGARDING BLACKLISTING / DEBARRING FOR TAKING PART IN TENDER Self Attested

I / We	(Tenderer) hereby declare that the firm / agency namely
M/s	has not been blacklisted or debarred
in the past by Union / S	tate Government or organization from taking part in Government tenders in India.

Or

I / We	(Tenderer) hereby declare that the Firm / agency namely M/s.
	was blacklisted or debarred by
Union / State Government o	any Organization from taking part in Government tenders for a period of

years w.e.f	to	The period is over or
_and now the firm/company	y is entitled to take	e part in Government tenders.

In case the above information found false I / we are fully aware that the tender/ contract will be rejected / cancelled by Director, NIT Jalandhar, and EMD / SD shall be forfeited.

DEPONENT
Attested:
(Stamp of Company with authorized sign)
Name\_\_\_\_\_
Address \_\_\_\_\_