

**NATIONAL LAW INSTITUTE UNIVERSITY
KERWA DAM ROAD BHOPAL – 462044.**



TENDER DOCUMENT FOR

**Supply, Installation, Testing and Commissioning of Passenger lift for 10
Passengers
IN**

CONVENTION CENTRE OF NLIU, BHOPAL

Kerwa Dam Road, Bhopal – 462 044

Telephone No.:- 0755-2696965/971/972/98

**NATIONAL LAW INSTITUTE UNIVERSITY
KERWA DAM ROAD BHOPAL – 462044.**



TECHNICAL BID (FORM A)

Name of Work: -	Supply, Installation, Testing and Commissioning of Passenger lift for 10 Passengers in Convention Centre of NLIU Bhopal.
Amount of E.M.D.: -	Rs. 40,000/-
Cost of Tender form: -	Rs 5900/- (5000 + 900(GST @18%).
Time allowed for completion of work: -	06 Months (including rainy season) including Supply, Installation; Testing and Commissioning from the date of award of contract.

TENDER DOCUMENT FOR
Supply, Installation, Testing and Commissioning of Passenger lift
for 10 Passengers
IN
CONVENTION CENTRE OF NLIU, BHOPAL



CONTENTS

- TECHNICAL BID (FORM A)
- NOTICE INVITING TENDER
- CONDITIONS OF CONTRACT
- TECHNICAL SPECIFICATIONS
- FINANCIAL BID (FORM B)

NOTICE INVITING TENDER

National Law Institute University, Kerwa Dam Road, Bhopal invites sealed super scribed tenders under two bid envelope system for Supply, Installation, testing and Commissioning (SITC) of -1- no. passenger lifts (with -10- passenger capacity) for Convention Centre at National Law Institute University, Bhopal – 462044 from the following Approved Manufacturers.

1. M/s. Kone Elevators.
2. M/s. Mitsubishi Elevator India Pvt. Ltd.
3. M/s. Otis Elevator Co. India Ltd.
4. M/s. Schindler India Pvt. Ltd.
5. M/s. Thyssenkrupp Elevator (India) Pvt. Ltd.

Details of tenders are as under:

1. Name of the work : Supply, Installation, Testing & Commissioning of Passenger lifts (with 10 passenger capacity) for Convention Centre at NLIU Bhopal.
2. Time allowed for completion : 06 Calendar months (i/c rainy season) for Supply, Installation, Testing & Commissioning from the date of award of contract.
3. Earnest Money Deposit : Rs. 40,000/- (Rupees Forty Thousand Only) in the form of Demand Draft of any Public Sector Bank in favour of Director, National Law Institute University, payable at Bhopal.
4. Security Deposit : 5% of the Contract value.
5. Cost of Tender Document : Rs. 5900/-
(Bidders can download tender document from website www.nliu.ac.in cost to be paid by Demand Draft along with Part A (Technical Bid), Non-submission of the same will disqualify the participation from the tender process.
6. Availability of Tender Document : From date 12.10.2020 to 01.11.2020.
7. Place of Tender availability : Website www.nliu.ac.in
8. Last date & time of receipt of Tenders : Upto 2:30 pm on 02.11.2020
9. Address at which the tenders are to be submitted : Registrar, National Law Institute University, Kerwa Dam Road, Bhopal – 462044.
10. Date & place for Pre – bid Meeting : 19.10.2020 at 3:30 pm at NLIU, Bhopal.
11. Date & time of opening tender : Will be notified on the NLIU website.
12. Place of Opening Tenders : Conference Hall of the Samadhan Bhawan, National Law Institute University, Bhopal -462044.
13. Defect Liability Period : 01 year from the date of Commissioning.

14. Validity of Bid : 03 Months from the date of Opening of Tender Bid.
15. Liquidated Damages : 1.00% of the estimated contract value shown in the tender per week subject to maximum of 10.00% of the accepted tender amount.
16. Tender will be issued in two parts,

Part I: Containing terms and conditions, specifications etc. and

Part II: Contains Commercial part to be filled up as the Financial/Price Bid.

Tender have to be submitted in one big envelope containing two different envelope for technical bid (Cover –I) and Financial Bid (Cover –II) , all envelope shall be superscribed with the name of the work and shall be addressed to

**Registrar,
National Law Institute University,
Kerwa Dam Road, Bhopal (M.P.) - 462044**

Cover I shall be super scribed “Tender for Passenger Lifts - Cover I - Technical Bid.” and Cover II “Tender for Passenger Lifts - Cover II – Financial/Price Bid.”

Cover-I: Shall contain Earnest Money Deposit and Part A of the tender document signed and sealed on each page by authorized signatory. Tenders without EMD will be summarily rejected. Cover I of the tender shall also contain the following:

1. Power of attorney/authorization with seal of company/ firm in the name of person signing the tender documents.
2. List of deviation, if any, in commercial terms & condition
3. List of deviation, if any, in technical specification.
4. Any other technical information the tenderer wishes to furnish.
5. Technical Literature/Catalogues of the equipment being offered along with related drawings.
6. Copy of Approval/Letter under “A” Category LIFT Manufacturer by CPWD.

DETAILS OF SERVICE CENTRE IN BHOPAL WHO WILL BE PROVIDING AFTER SALES SERVICE.HAVING ADEQUATE SERVICE FACILITY AT BHOPAL TO THE SATISFACTION OF UNIVERSITY IS A MUST FOR THE TENDER TO BE CONSIDERED FURTHER.

In this connection feedback may be sought from other customers as to quality of services.

Cover-II: Shall contain the offered price in INDIAN RUPEES only with detailed break up of price as per Bill of Quantity duly filled, in duplicate. Other than an unconditional general rebate, no other condition stipulated in Cover-II shall be accepted.

17. The date of opening of the Technical Bid will be notified on the NLIU website. The technical bid will be opened in the presence of Tenderers who desire to attend. After Technical evaluation, the financial bids (**Cover II**) of **shortlisted bidders** shall be opened, with due information to the bidders on website: www.nliu.ac.in.

RETURN OF SECURITY DEPOSIT : The contractor has to presents an absolute "*No Demand Certificate*" in the prescribed form and returns properties belonging to NLIU taken, borrowed or hired by him for carrying out the said works after successful completion of the work. The amount of Security Deposit will be released only after the Defect Liability Period is over.

PERFORMANCE GUARANTEE: Within 15 days of the award of the contract, the contractor shall deposit with the Employer a sum equivalent to 5% of contract value as **Performance Guarantee** in the form of a Bank Guarantee, from any PUBLIC SECTOR BANK valid for the duration of the contract period until the end of date of completion of defects liability period.

EARNEST MONEY DEPOSIT:

Every tender must be accompanied by the prescribed amount of refundable, non-interest bearing Earnest Money Deposit. The amount of EMD and the manner in which it is to be deposited shall be as per Notice Inviting Tender.

Tenders received without Earnest Money in full in the manner prescribed above will not be considered.

The Earnest Money Deposit of the successful Tenderer will be retained towards part of Security Deposit and will be returned after completion of the work.

In the case of unsuccessful tenderers, the Earnest Money will be refunded to them after acceptance of award of work by successful tenderer.

NLIU reserves the right of **forfeiture of Earnest Money deposit** in case the successful tenderer,

1. After opening of tender, revokes/ withdraws his tender within the validity period or revises/ alters his earlier quoted rates/ conditions.
 2. Fails to communicate unqualified acceptance of Letter of Intent within 15 days from the date of issue of Letter of Intent.
 3. Fails to submit the total mentioned Security Deposit before start of work in form of Bank Guarantee.
 4. Fails to start the work as may be indicated in the Letter of Intent.
- EMD shall not carry any interest.

Delays in submission of any document arising out of the postal irregularities/or any other reason at any stage will not be considered. Also the University will not be responsible in case of postal delay. Late tenders will not be accepted.

University has the right to accept/ reject any or all tenders without assigning any reasons thereof.

Any Corrigendum/addendum, if any, shall be issued only on University website:www.nliu.ac.in. Kindly visit our website before submission of Tender. No separate paper publication shall be issued for the addendum if any for the above work.

Other Terms & Conditions :-

1. No tender will be received after the date and time specified above.

2. Tender documents (non-transferable) can be obtained from our website; www.nliu.ac.in National Law Institute University, Kerwa Dam Road, Bhopal -462044 on payment Rs. 5,900/- of the price of document by DD of Public Sector Bank, in favour of Director, National Law Institute University payable at Bhopal.

3. The tenderer is required to deposit (EMD) a sum of Rs 40,000/- as earnest money deposit by crossed demand draft of any Public Sector Bank in favour of Director, National Law Institute University Payable at Bhopal. No interest shall be allowed on the earnest money deposit. Such earnest money will be refunded to the unsuccessful tenderer within 30 days from the date of awarding the contract to the successful Tenderer. The earnest money will be forfeited if the tenderer withdraws or modifies his bid during the validity period or if the successful bidder fails to execute an agreement or if the successful bidder fails to remit the security deposit as specified within the time allowed. Any tender which is not accompanied by the EMD is liable for rejection.

4. The contractors should quote in figures as well as in words the rate, and amount tendered by them. The amount for complete work should be worked out and the requisite totals given, Rates quoted by the contractor in item rate tender in figures and words shall be accurately filled in so that there is no discrepancy in the rates written in figures and words. If on check there are differences between the rates quoted by the Contractor in words and in figures or in the amount worked out by him, the following procedure shall be followed for comparative evaluation of BOQ for finalization of L-1 for awarding work:

- a) When there is a difference between the rates in figures and in words, whichever corresponds 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 it does not correspond with the rate written either in figures or in words, then the rate quoted by the contractor 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 rate quoted by the contractor shall be taken as correct and not the amount.
- d) When the rate is not quoted by contractor for any item, then maximum rate quoted by others contractor for that item shall be taken for evaluation and lowest rate quoted by other contractor for that item will be taken for award of work.

Rates quoted shall cover the provision of site laboratory for routine test as required by University.

5. The Tender should be kept open for acceptance for a period of 03 months from the date of opening.

6. Sealing and Marking of Bids:

Tenders should be submitted in a sealed envelope super scribing name of the work and due date of opening. The following documents should be submitted along with the tender.

- Earnest money deposit as specified
- Copy of latest income tax return last 03 years
- List of previous contracts of similar nature executed by the tenderer along with completion certificates and quantum of value of work for the 3 years with reputed clients
- Certified copy of original partnership deed certificate of registration in the case of partnership firm, registration certificate in case of proprietary firms and articles of association in case of companies.

- Documentary evidence for GST/ supplier/ service network/ constitution of firm/ annual turnover.
- Audited balance sheet and P & L account as proof of turnover for the last 3 years.
- Compliance of technical specifications, copyright of technology compliance, compliance of the CEIG safety certificate as per lift act etc.
- The agency must have valid electrical license issued by Central or state Govt Department.
- The tender documents in original should be completely filled in all columns and lines and duly quoted. All pages of the tender shall be duly signed by the authorized signatory.

The tender shall be marked to the following address:

Registrar
National Law Institute University,
Kerwa Dam Road,
Bhopal-462044

The envelope shall indicate the name and address of the tenderer to enable the bid and to be returned unopened in case it is declared "late".

If the envelope is not properly sealed and marked as required, the University will assume no responsibility for the tender's misplacement or early opening. A tender opened prematurely for this cause may be rejected and returned to the tenderer.

7. The University shall not be responsible for any loss, delay or non-receipt of tender document despatched by post.

8. The University reserves the right to reject or accept any tender either partially, wholly or cancel the tender and in that event invite fresh tenders for the same, without assigning any reasons thereof and the tenderers will not be eligible for any compensation in that event. Subject to the above, the University will award the contract to the tenderer whose bid has been found to be substantially responsive to the tender requirements and has offered the lowest evaluated bid price.

8. Letter of acceptance and Security Deposit:

Prior to the expiry of the validity period, the University will notify the successful tenderer in writing by "Letter of Acceptance" that his tender has been accepted. The contract period will start from the date of receipt of the Letter of Acceptance by the bidder. Upon acceptance of the tender, the successful tenderer shall within 15 days of receipt of intimation of acceptance of the tender, deposit with the University 5% of the total contract value as security deposit in the form of Bank Guarantee. No interest shall be allowed on the security deposit. All compensations or other sums of money payable by the contractor to the Company under the terms of this contract shall be deducted from his security deposit or from any sums which may be due or may become due to the contractor on any account whatsoever and in the event of security deposit being reduced by reason of any such deductions, the Tenderer shall within 15 days thereafter make good Bank Guarantee any sum or sums which may have been deposited from his security deposit or any part thereof. The security deposit will be refunded to the Tenderer after the defect liability period i.e. 12 months.

9. If the contractor fails to execute the order in time, the University shall have the right to forfeit the EMD and also take necessary steps against the contractor to recover from him any loss or damage as assessed by the purchaser for such failure on the part of the contractor.

10. Time of Completion:

Time is the essence of this Contract. The work shall be completed within 06 months after the award of the contract.

11. As per Section 194 C of Income - tax Act 1961; the client will be Recovering Income tax at the rate specified by Government from payments that will be made to the contractor.

12. Payment will be made by the University only after successful completion of commissioning of lift.

13. EVALUATION AND REJECTION OF TENDER AND OTHER CONDITIONS:

13.1 The acceptance of Tender will rest with NLIU which does not bind itself to accept the lowest tender or any tender and reserves to itself full rights for the following without assigning any reasons whatsoever.

To reject any or all of the tenders.

To split up the work amongst two or more Tenderers.

To award the work in part.

In either of the contingencies stated in (b) and (c) above to modify the time for completion suitably.

13.2 Conditional and un-witnessed tenders, tenders containing absurd or unworkable rates and amounts, tenders which are incomplete or otherwise considered defective and tenders not in accordance with the tender conditions, specifications etc., are liable to be rejected.

13.3 If a tenderer expires after the submission of his tender or after the acceptance of his tender, NLIU may at its discretion, cancel such tender. If a partner of a firm expires after the submission of the tender or after the acceptance of the tender, NLIU may cancel such tender at its discretion unless the firm retains its character.

13.4 NLIU will not be bound by any Power of Attorney granted by the tenderer or by changes in the composition of the firm made subsequent to the execution of the contract. NLIU may, however, recognise such Power of Attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the contractor concerned.

13.5 If the tenderer deliberately gives wrong information in his tender, NLIU reserves the right to reject such tender at any stage or to cancel the contract, if awarded and forfeit the Earnest Money/ Security Deposit/ any other moneys due.

13.6 Canvassing in any form in connection with the tender is strictly prohibited and the tenders submitted by the contractor who resorts to canvassing are liable to be rejected.

13.7 Should a tenderer or contractor or in the case of a firm or Company of contractors/ one or more of its Partners/ share holders / Directors have a relation or relations employed in NLIU, the authority inviting tender shall be informed to the fact along with the offer, failing this NLIU may, at its sole discretion reject the tender or cancel the contract and forfeit the Earnest Money/ Security Deposit.

13.8 The successful tender should not sub-contract the part or complete work detailed in the tender specification without written permission of NLIU. The tenderer is solely responsible to NLIU for the work awarded to him.

18.9 NO DEVIATIONS to the tender conditions will normally be accepted. However, if the tenderer insists for certain deviations to the conditions, financial implication thereof shall be to the quoted price for evaluating the Tenderer's offer.

Registrar
NLIU Bhopal

FORM OF TENDER (To be filled up by the Tenderers)

To,
Registrar
National Law Institute University,
Kerwa Dam Road,
Bhopal -462044

Dear Sir,

Sub: Supply And Installation Of Passenger Lifts For Convention Centre of NLIU, Bhopal.

1. I/We refer to the tender notice issued for Lift Works at National Law Institute University, Bhopal.
2. I/We do hereby offer to perform, provide, execute, complete and maintain the works in conformity with the drawings, conditions of contract, specifications, bill of quantities at the rates quoted in the bill of quantities.
3. I/We have satisfied myself/ourselves as to the site conditions and all aspects of the tender conditions. Subject to above, I/We do hereby agree, should this tender be accepted in whole or in part, to :
 - a) Abide by and fulfil all the terms and provisions of the said conditions annexed hereto;
 - b) Complete the works within 6 months, as per the work programme enclosed with the tender in two or three shifts if considered necessary by the Owner at no extra cost to the Owner.
4. I/We have deposited the earnest money of Rs. 40,000/ (Rupees Forty Thousand only) in the form of Bank Draft. I/We note, the Earnest Money Deposit will not bear any interest and is liable for forfeiture :
 - a) If our offer is withdrawn within the validity period of acceptance.
 - b) If the work is not commenced within 15 days after issue of work order or handing over of site whichever is later.
5. I/We understand that you are not bound to accept the lowest or any tender you receive.
6. Name of Partners/Directors of our Firm :
 - i)
 - ii)
 - iii)
 - iv)

Yours faithfully

Signature _____
Designation _____

Name of Partner/Director of the firm authorized to sign or Name of person having power of attorney to sign the contract (Certified true copy of Power of Attorney should be attached).
Signature and address of witness

a)Signature :
Name :
Address :

b)Signature :
Name :
Address :

SECTION - 2

CONDITIONS OF CONTRACT

2.1 DEFINITION OF TERMS

“Contract” means the documents forming the tender and the acceptance thereof and the formal agreement executed between National Law Institute University, Bhopal and the contractor, together with the documents referred therein including these conditions, the specifications, designs, drawings and instructions issued from time to time by the University and all these documents taken together shall be deemed to form one contract and shall be complementary to one another. Drawings shall be prepared and taken the approval by the contractor from the University.

In constructing these conditions of Contract and the annexed Technical Specifications and Commercial Terms, the following words shall have the meanings herein assigned to them unless there is something in the subject or context inconsistent with such construction.

a) University/Purchaser/Company

The ‘University/Purchaser/Company’ shall mean The University, NLIU, Bhopal

b) Tender

The Tender shall mean the tender submitted by the tenderer for acceptance by the Purchaser.

d) Sub contractor

The Sub contractor shall mean the person or company named in the contract for any part of the work or any person to whom any part of the contract has been sub-let by the contractor with the consent in writing of the Purchaser and shall include his heirs, executors, administrators, representatives and assignees approved by the Purchaser.

e) Contractor/supplier

The Contractor/Supplier shall mean the person or company whose tender is accepted by the Purchaser and shall be deemed to include the successors, heirs, executors, administrators, representatives and assignees approved by the Purchaser.

f) Inspector

The Inspector shall mean any person or persons nominated by the Purchaser to inspect works or stores under the contract.

g) The Goods/Items

The Goods/Items means all the equipments, machinery and/or other materials, which the supplier is required to supply to the purchaser under the tenderer.

h) Contract

The Contract shall mean and include the Notice Inviting Tender, Conditions of Contract, Technical Specifications, Commercial terms, Technical data, Schedule, Drawings, Tender offer of the Tenderer with covering letter if any, Letter of Acceptance of the Purchaser, Schedule of Quantities, Prices, the Final General Conditions, any Special conditions applying to the particular contract specifications and drawings, subsequent Amendments mutually agreed upon, and the Agreement to be entered in to under these Conditions of Contract.

i) Contract Price

'The Contract Price' means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations.

j) Services

'Services' means services ancillary to the supply such as transportations and insurance, and other incidental services, such as installation, commissioning, provision of technical assistance, training and other such obligations of the Supplier covered under the Contract.

k) Specifications

The Specifications shall mean the specifications annexed to or issued with these General Conditions and the Schedules and Drawings attached thereto, if any.

l) Site

The site shall mean the actual place or places to which the item is to be delivered or where work is to be done by the contractor, together with the area surrounding the said places or place as the contractor shall with consent of the Purchaser actually use in connection with the works, and shall include where applicable the lands and buildings upon or in which the works are to be executed.

m) Tests on Completion

Tests on Completion shall mean such tests which are to be made by the Tenderer before the Works are taken over by the Purchaser as are provided in the Contract and such other tests as may be agreed upon between the Purchaser and the Tenderer. Cost of tests shall be borne by the contractor.

n) Commercial Use

Commercial use shall mean use of the work or works, which the Tenderer contemplates or of which it is to be commercially capable.

o) Dimensions

Dimensions shall mean the extent of a line, area, and volume. All dimensions shall be given in the metric system i.e. for length measurement in kilometres, meters or millimetres, for surface measurement in square meters, for volume measurement in cubic meters, etc.

p) Weight

Weight of a body shall mean the measure of the force of gravity on the body. It shall be given in metric units i.e.

in tons (1 ton = 1000 Kg.), kilograms, grams and milligrams.

q) Time

Time shall be reckoned in months, days and hours, and the month shall mean calendar month.

r) Letter of Intent/Letter of Acceptance

Letter of Intent/Acceptance shall mean the Purchaser's letter to the tenderer conveying his acceptance of the tender subject to such reservations as may have been started therein.

s) Writing

Writing shall include any manuscript, type - written or printed statement, under or over signature or seal, as the case may be.

t) Person

Word importing person shall include firms, companies, corporations, and associations or body of individuals whether incorporated or not. Word importing the singular only shall also include the plural and vice versa where the context requires. Terms and expressions not herein defined shall have the same meanings as are assigned to them in the Indian Sale of goods Act (Act No.III of 1930) failing that in the Indian Contract Act (Act IX of 1872) and failing that the General Clauses Act 1987.

u) Other General Terms & Conditions

The 'Tenderer' shall mean the Firm/Company/Organisation, which quotes against the Tender Enquiry issued by the Purchaser. It may also be referred as 'Bidder'.

The 'Contractor' shall mean the individual, firm or company whose Offer is accepted by NLIU and enters into Contract with NLIU and shall include their executors, administrators, successors and permitted assigns.

The 'Contract' shall mean and include the agreement, the work order, the accepted appendices of rates, Schedules of Quantities, if any, General Conditions of Contract, Special Conditions of Contract, Instructions to Tenderers, the drawings, the technical specifications, the special specifications, if any, the tender documents and the Letter of Intent/ Acceptance letter issued by NLIU. Any conditions or terms stipulated by the Tenderer in the tender documents or subsequent letters shall not form part of the Contract unless specifically accepted in writing by NLIU in the Letter of Intent and incorporated in the Agreement. It may also be referred as 'Contract Document'.

The 'Sub-contractor' shall mean the person/firm/company/organisation to whom any part of the work has been sub-contracted by the Supplier, with the written consent of the Purchaser and shall include his heirs, executors, administrators, representatives and assigns.

The 'Inspector' shall mean the Purchaser for the time being or such other person as may be duly authorised and appointed in writing by Purchaser to act as Inspector for the purpose of Contract.

The 'Equipment' shall mean and include plant and stores on which work is to be done by the Contractor under the Contract.

The 'Work' shall mean and include supply of all categories of labour, specified consumables, tools and tackles required for complete and satisfactory construction, site transportation, handling, stacking, storing, erecting, testing and commissioning of the equipment; as defined in the Tender Documents, to the satisfaction of NLIU. It may also be referred as 'CONTRACT WORK'.

The 'Tender Document' shall mean and include the instruction to Tenderers, general conditions, bidding conditions, specific conditions, specifications, schedules, drawings, form of tender, schedule of prices and quantities, contained in the Tender and any subsequent modifications thereof.. It may also be referred as 'Tender Specification'

The 'Offer' shall mean and include the technical and commercial documents including specifications, schedule of prices and quantities, drawings etc submitted by the Tenderer in response to the tender enquiry and any subsequent clarifications thereof. It may also be referred as 'Bid'.

'Acceptance of offer' shall mean issue of letter of intent/award or memorandum or detailed Order/Contract communicating the acceptance of offer, to the successful Tenderer.

The 'Letter Of Intent' shall mean the intimation by a letter / fax to the Tenderer that the tender has been accepted in accordance with provisions contained in the letter. The responsibility of the contractor commences from the date of issue of this letter and all the terms and conditions of contract are applicable from this date.

The 'Site' shall mean the site of the proposed work at NLIU Plant at Jagdishpur.

The 'Completion Time' shall mean the period specified in the Letter of Intent or date mutually agreed upon for completing the work to the satisfaction of the Engineer, being of required standard and conforming to the specifications of the Contract.

The 'Tests' shall mean and include such test or tests to be carried out by the Contractor as are prescribed in the Contract or considered necessary by NLIU in order to ascertain the quality, workmanship, performance and efficiency of the contracted work or part there of.

The 'Commissioning' shall mean the first operation of the equipment after all initial adjustments, trials, cleaning and re-assembly required at site, if any, have been completed and equipment is made ready for commercial use.

"Contract Value" shall mean the awarded/ executed value of work calculated on the basis of the awarded/ executed quantities of work and the approved /accepted rates by NLIU.

TWO PART BIDS:

Bidders shall submit the offer in three inner envelopes (covers) and one outer envelop (cover) as indicated below.

Envelope I: This sealed envelope should contain all the copies of technical bid (PART A) together with price formats (without prices). This sealed envelop should contain Demand Draft for cost of Tender and Demand Draft for EMD. This envelope should be clearly marked "Part I - Technical bid", indicating Tender Name, Due Date and Address & Reference of the Bidder.

Envelope II: This sealed envelope should contain only price formats with prices. This envelope should be clearly marked "Part II – Financial/Price bid", indicating Tender Name, Due Date and Address & Reference of the Bidder.

Envelop III: All the envelopes shall be put in one envelop, duly sealed, indicating Tender Name, Due Date and Address & Reference of the Bidder.

Part I – (TECHNICAL BID)

This part shall include / indicate the following:

1. Complete scope of services with all technical details and other technical and commercial terms and conditions and other document asked above in this NIT.
2. Confirmation of the Technical and Commercial Specification. If there are any deviations, the same should be clearly specified in a separate sheet along with covering letter. Offers received without confirmation to our specification will be rejected.
3. List of customers to whom similar services have been supplied along with performance certificates.

Part II (FINANCIAL/PRICE- BID)

This part should contain the schedule of price particulars co-related to the Bill of Quantities.

OPENING & EVALUATION OF OFFERS AND AWARD OF WORK

Authorised officer/Committee of NLIU at the office shall open tenders at the time and date as specified (will be notified on the NLIU website) in the presence of such of those Tenderers or their authorised representative who may be present.

The Part I - Technical bid alone would be opened on the Tender opening date.

The Part II - Price bid of only those Bidders who have been found to be techno- commercially suitable would be opened at a later date. These Bidders would be informed about the tender opening date.

Clarifications if any required by NLIU for technical and commercial evaluation may be sought from Bidders before opening of Part II - price bid.

Unsolicited price bids shall not be entertained.

Any revision or changes in quoted prices and/or conditions of offer made after tender opening, which will give benefit to the Tenderer over others, may result in rejection of his tender.

Evaluation of offers shall be on the basis of cost at Site i.e. total cost to NLIU, taking into consideration loadings, if any, and all available financial advantages.

Deviations (Commercial as well as Technical) from the Tender Specifications are generally not acceptable. However, if any deviation is considered by the Purchaser, the same shall be loaded for comparison, while evaluating the offer.

Loading/loading criteria in respect of the deviation(s) shall be communicated to the concerned Tenderer(s) before Price Bid opening. If a Tenderer unconditionally withdraws any deviation before Price Bid opening, the same shall not be loaded.

The Purchaser shall issue a Letter of Intent for award of work to the successful Tenderer as soon as his Bid has been accepted giving brief details of the equipment and other terms & conditions.

The Letter of Intent/ Purchase Order shall be issued in the name of Bidder only.

NLIU reserves its right to negotiate with the bidder and/ or go for reverse auction.

RIGHTS OF NLIU

NLIU reserves to itself the following rights in respect of this contract without entitling the contractor to any compensation.

To get the work done through another agency at the risk and cost of the contractor, in the event of poor progress or the contractor's inability to progress the work for completion as stipulated in the contract, poor quality of work, persistent disregard of instructions of NLIU, assignment, transfer, subletting of the contracted work without written permission of NLIU, non-fulfillment of any contractual obligations etc. and to claim / recover compensation for such losses from the contractor including NLIU's supervision charges and overheads from Security Deposit/ other dues.

To withdraw any portion of work and / or to restrict / alter quantum of work as indicated in the contract during the progress of work and get it done through another agency and/ or by the departmental labour to suit NLIU's commitments or in case NLIU decides to advance the completion due to other emergent reasons.

To terminate the contract after due notice and forfeit the Security Deposit and recover the loss sustained in getting the balance work done through other agencies in addition to liquidated damages/ penalty in the event of:

1. Contractor's continued poor progress.
2. Withdrawal from or abandonment of the work before completion of the work.
3. Corrupt act of the contractor.
4. Insolvency of the contractor.
5. Persistent disregard of the instructions of NLIU.
6. Assignment, transfer, subletting of the contract work without NLIU's written permission.
7. Non-fulfillment of any contractual obligations.

To recover any moneys due from the Contractor from out of any moneys due to the Contractor under this or any other Contract or from the Security Deposit.

To claim compensation for losses sustained including NLIU's supervision charges and overheads in case of termination of contract and to levy penalty for delay in completion of work.

To determine the Contract or to restrict the quantum of work and pay for the portion of work done in case NLIU's contract with its customer is terminated for any reason.

To effect recoveries from any amounts due to the contractor under this or any other contract or in any other form the moneys which NLIU is forced to pay to anybody due to contractor's failure to fulfill any of his obligations.

To restrict or increase the quantity and nature of work to suit site requirements, since the tender specification is based on preliminary documents and quantities furnished therein are indicative and approximate and the rates quoted shall not be subject to revision.

To deploy NLIU's skilled and semiskilled workmen in case of emergency / poor progress/ deficiency in skill on the part of the employees of the contractor and to recover the expenditure on account of the same from the moneys due to the contractor.

While every endeavor will be made by NLIU to this end, NLIU cannot guarantee uninterrupted work due to conditions beyond its control. The Contractor will not be entitled to any compensation/ extra payment on this account.

In the event of any dispute of technical nature, the decision of NLIU shall be final and binding on the Contractor.

RESPONSIBILITIES OF CONTRACTOR IN RESPECT OF LOCAL LAWS, EMPLOYMENT OF WORKERS, ETC.

The following are the responsibilities of the Contractor in respect of observance of local laws, employment of personnel, payment of taxes etc.:

As far as possible, unskilled workers shall be engaged from the local areas in which the work is being executed.

The contractor at all times during the continuance of this contract, shall in all his dealings with the local labour for the time being employed on or in connection with the work, has due regard to all local festivals, religious and other customs.

The Contractor shall comply with all State and Central Laws, Statutory Rules, Regulations, etc., such as The payment of wages Act, The Minimum Wages Act, The workmen's Compensation Act, The Employer's Liability Act, The industrial Disputes Act, The Employees' Provident Fund Act, Employees' State Insurance Scheme, the Contract Labour (Regulations and Abolition Act, 1970) and other Acts, Rules and Regulations for labour as may be enacted by the Government during the tenure of the Contract and having force or jurisdiction at site. The contractor shall give to the local Governing Body, Police and other concerned Authorities all such notice as may be required under law.

The Contractor, in the event of his engaging 20 or more workmen, will obtain independent license under the Contract Labour (Regulations and Abolition Act, 1970) from the concerned authorities based on the certificate (Form-V) issued by the principal employer.

The contractor shall pay all taxes, fees, license^e charges, deposits, duties, tolls, royalty, commissions or other charges which may be leviable on account of any of his operations connected with this contract. In case NLIU is forced to make any such payment, NLIU shall recover the same from the contractor either from moneys due to him or otherwise as deemed fit.

While NLIU will pay the inspection fees of the government statutory Inspectorate, all other arrangements for the periodical visits of such Inspectors to site, inspection certificates etc. will have to be made by the contractor at his cost. The contractor will also meet all expenses in connection with observed discrepancies by these govt. inspectors and performing any requisite qualification tests.

The contractor shall be responsible for the provision of health and sanitary arrangements more particularly described in the Contract Labour (Regulations and Abolition Act, 1970) and safety precautions as may be required for safe and satisfactory execution of the contract.

The contractor shall be responsible for proper accommodation including adequate medical facilities for the personnel employed by him.

The contractor shall be responsible for the proper behavior and observance of all regulations by the staff employed by him.

The contractor shall ensure that no damage is caused to any person / property of other parties working at site. If any such damage is caused, it shall be the responsibility of the contractor to make good the losses and compensate them.

All the properties/ equipment/ components of NLIU/ its customer loaned with or without deposit, to the contractor shall remain the properties of NLIU/ its customer. The contractor shall use such properties for the purpose of execution of this contract. All such properties/ equipment/ components shall be taken to be in good condition unless notified to the contrary by the contractor within 48 hours. The contractor shall return them in good condition as and when required by NLIU/ its customer. In case of non-return, loss, damage, repairs etc., the cost thereof, as may be fixed by the Engineer, will be recovered from the contractor.

It shall not be obligatory on the part of NLIU to supply any tools and tackles or materials other than those specifically agreed to be given by NLIU. However, depending upon availability / possibility, NLIU/ its customer's equipment and other materials may be made available to the contractor on payment of hire charges as fixed by them, subject to the conditions laid down by NLIU/ its customer from time to time. Unless paid in advance, such hire and other charges shall be recovered from out of dues to the contractor or security deposit in one installment.

The contractor shall fully indemnify and keep indemnified NLIU against all claims of whatever nature arising during the course of execution of this contract.

In case the contractor is required to undertake any work outside the scope of this contract, the amount payable shall be as may be mutually agreed upon.

Any delay in completion of works or non-achievement of periodical targets, due to reasons attributable to the contractor, will have to be compensated by the contractor either by increased manpower and resources or by working extra hours or more than one shift at no extra cost to NLIU.

The contractor shall execute the work under the conditions usual to such plant construction and in conjunction with numerous other operations at site. The contractor and his personnel shall cooperate and coordinate with other agencies at project site and proceed in a manner that shall help in the progress of work at site as a whole.

The contractor will be directly responsible for payment of wages to his workmen. A pay-roll sheet giving details of all payments made to the workmen duly signed by the contractor's representative should be furnished to NLIU, if called for.

In case of any class of work for which there is no specification laid down in the contract, such work shall be carried out in accordance with the instructions and requirements of the Engineer.

No levy, payment or charges made or imposed shall be impeached by reason of any clerical error or by reason of any mistake in the amount levied, demanded or charged.

No idle labour charges will be admissible in the event of any stoppage of work resulting in the contractor's workmen being rendered idle due to any reason at any time.

The contractor shall take all reasonable care to protect the materials and the work till such time the plant / equipment has been taken over by NLIU.

Contractor shall not stop work or abandon the site for whatsoever reason or dispute, excepting for Force Majeure conditions. All problems / disputes shall be separately discussed and settled without effecting the progress of work. Stoppage or abandonment of work, other than under force Majeure conditions, shall be treated as breach of Contract and dealt with accordingly.

The contractor shall keep the area of work clean and shall remove the debris etc while executing day-to-day work. Upon completion of work, the contractor shall remove from the vicinity of work, all scrap, packing materials, rubbish, unused and other materials and deposit them in places specified by the Engineer. The contractor will also demolish all the hutments, sheds, offices, etc. constructed and used by him and shall clean the debris. In the event of his failure to do so, the same will be arranged to be done by the Engineer and the expenses recovered from the contractor.

The contractor shall execute the work in the most substantial and workman like manner in the stipulated time. Accuracy of work and timely execution shall be the essence of this contract. The contractor shall be responsible to ensure that the quality, assembly and workmanship conform to the dimensions and clearance given in the drawings and/ or as per the instructions of the Engineer.

The contractor shall furnish fortnightly labour deployment report indicating the classification and number of workmen engaged, date wise and category wise. Besides, the contractor shall also furnish progress reports on work at regular intervals as required by the Engineer.

No land belonging to NLIU shall be occupied by the Contractor without the written permission of NLIU.

RESPONSIBILITIES OF CONTRACTOR IN RESPECT OF SAFETY OF MEN, EQUIPMENT, MATERIAL AND ENVIRONMENT.

All safety rules and codes applied by NLIU and its customer at site shall be observed by the contractor and his workmen without exception. The contractor shall be responsible for the safety of the equipment / material and work to be performed by him and shall maintain all lights, fencing guards, signs etc. or other protections necessary for the purpose. Contractor shall also take such additional precautions as may be indicated from time to time by the Engineer, with a view to prevent pilferage, accidents, fire hazards etc. Suitable number of clerical staff, watch and ward, store keepers to take care of equipment, materials, construction tools and tackles shall be posted at site by the contractor till the completion of the work under this contract. The contractor shall arrange for such safety devices as are necessary for this type of work and carry out the requisite site tests of handling equipment, lifting tools, tackles etc. as per usual standards and practices.

The contractor shall provide to it's work force and ensure the use of the following personal protective equipment as found necessary and as directed by the authorised NLIU officials.

- (a) Safety Helmets conforming to IS-2925
- (b) Safety Belts conforming to IS-3521
- (c) Safety shoes conforming to IS-1989
- (d) Eye, Ear & Face Protection devices conforming to IS-8520 and IS-8940, IS-5983
- (e) Hand & body protection devices conforming to IS-2573, IS-6994, IS-8807 & IS-8519.
- (f) Rubber gloves for electrical purposes conforming to IS-4770
- (g) Industrial safety gloves (leather & cotton gloves) conforming to IS-6994
- (h) Industrial and safety rubber knee boots conforming to IS- 5557

All tools, tackles, lifting appliances, material handling equipment, scaffolds, cradles, safety nets, ladders, equipment etc. used by the contractor shall be of safe design and construction. These shall be

tested and certificate of fitness obtained before putting them to use and from time to time as instructed by authorised NLIU official who shall have the right to ban the use of any item.

All electrical equipment, connections and wiring for construction power, its distribution and use shall conform to the requirements of Indian Electricity Act and Rules. Only electricians licensed by the appropriate statutory authority shall be employed by the contractor to carry out all types of electrical works. All electrical appliances including portable electric tools used by contractor shall have safe plugging system to source of power and be appropriately earthed.

The contractor shall not use any hand lamp energised by electric power with supply voltage of more than 24 volts. For work in confined spaces, lighting shall be arranged with power source of not more than 24 volts.

Where it becomes necessary to provide and / or store petroleum products, explosives, chemicals and liquid or gaseous fuel or any other substance that may cause fire or explosion, the contractor shall be responsible for carrying out such provision and/or storage in accordance with the rules and regulations laid down in the relevant Government Acts, such as Petroleum Act, Explosives Act, petroleum and Carbides of Calcium Manual of the Chief Controller of Explosives, Government of India etc. Prior approval of the authorised NLIU official at the site shall also be taken by the contractor in all such matters.

The contractor shall arrange at his cost (wherever not specified) appropriate illumination at all work spots for safe working, when natural daylight may not be adequate for clear visibility.

In case of a fatal or disabling injury / accident to any person at construction sites due to lapses by the contractor, the victim and / or his / her dependents shall be compensated by the contractor as per statutory requirements. However, if considered necessary, NLIU shall have the right to impose appropriate financial penalty on the contractor and recover the same from payments due to the contractor for suitably compensating the victim and / or his'

/ her dependents. Before imposing any such penalty, appropriate enquiry shall be held by NLIU giving opportunity to the contractor to present his case.

In case of any damage to property due to lapses by the contractor, NLIU shall have the right to recover the cost of such damages from the payments due to the contractor after holding an appropriate enquiry.

In case of any delay in the completion of a job due to mishaps attributable to lapses by the contractor, NLIU shall have the right to recover cost of such delay from the payments due to the contractor, after notifying the contractor suitably and giving him opportunity to present his case.

If the contractor fails to improve the standards of safety in its operation to the satisfaction of NLIU after being given reasonable opportunity to do so and / or if the contractor fails to take appropriate safety precautions or to provide necessary safety devices and equipment or to carry out instructions regarding safety issued by the authorised NLIU official, NLIU shall have the right to take the corrective steps at the risk and cost of the contractor after giving a notice of not less than seven days indicating the steps that would be taken by NLIU.

The contractor shall submit report of all accidents, fires, property damage and dangerous occurrences to the authorised NLIU official immediately after such occurrence, but in any case not later than 12 hours of the occurrence. Such reports shall be furnished in the manner prescribed by NLIU. In addition, periodic reports on safety shall also be submitted by contractor to the authorised NLIU official from time to time as prescribed.

During the course of construction, alteration or repairs scrap lumbars with protruding nails, sharp edges etc., and all other debris including combustible scrap shall be kept cleared from working areas, passageways and stairs in and around site.

Cylinders shall be moved by tilting and rolling them on their bottom edges. They shall not be intentionally dropped, struck or permitted to strike each other violently. When cylinders are transported by powered vehicles, they shall be secured in a vertical position.

The contractor shall be responsible for the safe storage of his radioactive sources.

All the contractor's supervisory personnel and sufficient number of workers shall be trained for fire fighting and shall be assigned specific fire protection duties. Enough number of such trained personnel must be available during the tenure of the contract.

Contractor shall provide enough fire protecting equipment of the types and numbers at his office, stores, erection site, other temporary structures, labour colony area etc. Access to such fire protection equipment shall be easy and kept open at all times. Compliance of the above requirement under fire protection shall in no way relieve the contractor of any of his responsibility and liabilities to fire accident occurring. In the event fire safety measures are not to NLIU's satisfaction, NLIU shall have option to provide the same and recover the cost plus incidentals from contractor's bills and / or impose penalty as deemed fit by the Engineer.

Before commencing the work, the contractor shall appoint / nominate a responsible officer to supervise implementation of all safety measures and liaison with his counterpart of NLIU.

If safety record of the contractor in execution of the awarded job is to the satisfaction of Safety Department of NLIU, issue of an appropriate certificate to recognise the safety performance of the contractor may be considered by NLIU after completion of the job.

All prescribed forms of NLIU pertaining to HSE requirements shall be duly filled and submitted by the contractor periodically or otherwise as per the requirement of the engineer-in-charge.

Necessary precautions and arrangements including sprinkling of water during work as acceptable to NLIU for safety and reducing environmental pollution have to be made by the contractor. No claim on this account shall be entertained on this account and the contractor's rates shall be deemed to have taken this into account.

CONSEQUENCES OF CANCELLATION

Whenever NLIU exercises its authority to terminate the contract / withdraw a portion of work under clause 25, the work may be got completed by any other means at the contractor's risk and cost provided that in the event of the cost of completion (as certified by the Engineer which shall be final and binding on the contractor) being less than the contract value, the advantage shall accrue to NLIU. If the cost of completion exceeds the moneys due to the contractor under the contract, the contractor shall either pay the excess amount demanded by NLIU or the same shall be recovered from the contractor. This will be in addition to the forfeiture of Security Deposit and recovery of liquidated damages as per relevant clauses.

In case NLIU completes the work under the provisions of this clause, the cost of such completion to be taken into account for determining the excess cost to be charged to the contractor shall consist of cost of materials purchased and or labour provided by NLIU with an addition of such percentage to cover supervision and establishment charges as may be decided by NLIU.

COMPLETION SCHEDULE AND PENALTY FOR DELAY

The Contractor shall complete the work as per the time frame given in the Letter of Intent. Failure to complete the work in time as per the time frame specified will make the Contractor liable to an unconditional penalty as specified in the NIT.

FORCE MAJEURE

The following shall amount to Force Majeure conditions. Acts of God, Act of any Government, War, Sabotage, Riots, Civil Commotion, Police Action, Revolution, Flood, Fire, Cyclone, Earthquake and Epidemic and other similar causes over which the contractor has no control.

If the contractor suffers delay in the due execution of the contract, due to delays caused by force Majeure conditions, as defined above, the agreed time for completion of the work covered by this contract shall be extended by a period of time equal to the period of delay, provided that on the occurrence of any such contingency, the contractor immediately reports to NLIU in writing the causes for the delay but the Contractor shall not be eligible for any compensation on this account.

INSURANCE

NLIU shall arrange for insuring the materials / property of NLIU covering the risks during transit, storage, erection and commissioning. The Contractor has to arrange on his own insurance pertaining to their scope of work for all workers and to arrange for accident risk policy/ workmen compensation policy, materials like Cement, Reinforcement steel and other bought out items and other valuable building materials during its transport, storage, till it goes to the permanent work, their all T & Ps and, IMTEs and fixed assets which they may acquire and deploy at site. Proper insurance cover against any eventuality such as earthquakes, floods and other calamities has to be taken by the contractor for constructed and completed structures at site till these are handed over to NLIU.

It shall be the sole responsibility of the contractor to insure his workmen against risks of accidents and injury while at work as required by the relevant Rules and to pay compensation, if any, to them as per Workmen's Compensation Act. The contractor shall also insure his staff against accidents. The work will be carried out in a protected area and all the Rules and Regulations of NLIU in the Project Area which are in force from time to time will be followed by the contractor.

If due to negligence and/or non-observance of safety and other precautions, any accident / injury occurs to any other persons/ public, the contractor shall pay necessary compensation and other expenses, if so decided by the appropriate authority.

The contractor will take necessary precautions and due care to protect the material, while in his custody from any damage/ loss till the same is taken over by NLIU. For lodging / processing of insurance claim the contractor will submit necessary documents. NLIU will reserve the right to recover the loss from the contractor, in case the damage / loss is due to carelessness / negligence on the part of the contractor. In case of any theft of material under contractor's custody, matter shall be reported to police by the contractor immediately and copy of FIR and subsequently police investigation report shall be submitted to NLIU for taking up with insurance.

If due to negligence/ carelessness on the part of the contractor, any material/ equipment owned by NLIU is damaged, the contractor shall submit necessary documents for lodging insurance claims as required by NLIU Engineer. NLIU shall however reserve the right to recover deductible franchise and also unsettled portion of insurance claim amount from the contractor.

If due to negligence/ carelessness on the part of the contractor, any surrounding properties also get damaged, the contractor shall submit necessary documents for lodging insurance claims as required by NLIU Engineer. NLIU shall however reserves the right to recover deductible franchise and to unsettled portion of insurance claim amount from the contractor.

The contractor may note that NLIU T&Ps / IMTEs are not insured. The Contractor will take necessary precautions and due care to protect the same while in his custody from any damage/ loss till the same is handed over back to NLIU. In case the damage / loss is due to carelessness/ negligence on the part of the contractor, the Contractor is liable to get them repair/ replaced immediately and in case of his failure to do so within a reasonable time, NLIU will reserve the right to recover the loss from the contractor.

2.2 INSPECTION OF SITE

The tenderer or his representative shall be deemed to have inspected and examined the site and surroundings before submitting his tender and shall obtain the necessary information as to risks, contingencies and other circumstances which may influence or affect his tender. Whether a tenderer visits the site or not, it will be assumed that a tenderer who submits his tender is fully aware of the site conditions and difficulties in erecting the work and no claims under this account will be entertained by the Purchaser at any future date

2.3 QUANTUM OF WORK

Variations in the quantities put to tender will not be the basis of any claim or disputes. The rates agreed by the tenderer shall hold good for any amount of variation in the quantities and no claims whatsoever will be entertained on this amount. The tenderer shall carry out all works as directed by the purchaser at the same agreed rates.

2.4 CONTRACT

A formal agreement shall be entered into by the tenderer with the Purchaser for the proper fulfilment of the Contract within 15 days of receipt of the Letter of Acceptance in the prescribed format of the company.

2.5 APPLICATION

These general conditions shall apply to an extent that they are not superseded by provisions in other parts of the Contract.

2.6 STANDARDS

The items and Services supplied under this Contract shall conform to the standards mentioned in the Technical Specifications and, when no applicable standard is mentioned to the latest current edition or revision of the relevant Indian Standards and Codes.

2.7 SECURITY DEPOSIT (5% as Initial Security Deposit of the contract value)

If the contractor is called upon by the Purchaser to deposit 'Security' of 5% of the contract value (inclusive of EMD) and the contractor fails to provide the security within the period specified, such failure shall constitute a breach of the contract and the purchaser shall be entitled to make other arrangements for the repurchase of the stores contracted for at the risk and expense of the contractor and/or to recover from the contractor damages arising from such cancellation. No claim shall lie against the Purchaser either in respect of interest if any due on security deposit or depreciation in value.

2.8 SUB-LETTING OF CONTRACT

The contractor shall not, without the consent in writing of the Purchaser/Consultants which shall not be unreasonably withheld, assign or sub-let his contract or any substantial part thereof, other than for raw materials, for minor details, or for any part of the works of which makers are named in the contract, provided that any such consent shall not relieve the contractor from any obligation, duty or responsibility under the Contract.

2.9 TIME SCHEDULE AND DRAWINGS

The tenderer shall deliver to the Purchaser a detailed time schedule covering the various phases involved e.g. shop drawing, procurement, manufacture, assembly, inspection, test, delivery, etc. Within 15 days of acceptance of the order by the tenderer. The tenderer shall submit 4 copies of the foundations drawings/ fabrication drawings for approval within 15 days from the award of Contract.

2.10 MISTAKES IN DRAWING

The contractor shall be responsible for any discrepancies, errors or omissions in the drawings and other particulars supplied by him, whether such particulars and drawings have been approved by the Purchaser or not. The tenderer shall pay for any extra cost due to any alteration of the works necessitated by reason of any discrepancy, error or omission in the drawings and particulars supplied by the tenderer.

2.11 PROTECTION OF WORKS AND PROPERTY

The contractor shall continuously maintain adequate protection, of all his work from damage and shall protect the University properties from injury or loss arising in connection with contract. He shall make good any such damage, injury, loss due to his fault or negligence except which are due to causes beyond his control.

2.12 QUALITY OF MATERIALS, WORKMANSHIP & TEST

i) All materials and workmanship shall be best of the respective kinds described in the contract and in accordance with University instructions and shall be subject from time to time to such tests as the University may direct at the place of manufacture or fabrication or on the site or an approved testing laboratory. The contractor shall provide such assistance, instruments, machinery, labour and materials as are normally required for examining, measuring, sampling and testing any material or part of the work before incorporation in the work for testing as may be selected and required by the University.

ii) Samples

All samples of adequate numbers, size, shades & pattern as per specifications shall be supplied by the contractor without any extra charges. If certain items proposed to be used are of such nature that samples cannot be presented or prepared at the site, detailed literature/test certificate of the same shall be provided to the satisfaction of the University. Before submitting the sample/literature the contractor shall satisfy himself that the material/equipment for which he is submitting the samples/literature meet with the requirement of tender specification. Only when the samples are approved in writing by University the contractor shall proceed with the procurement and installation of the particular material/equipment. The approved samples shall be signed by the University for Identification and shall be kept on record at site office until the completion of the work for inspection/comparison at any time. The University shall take reasonable time to approve the sample. Any delay that might occur in approving the samples for reasons of its not meeting the specifications of other discrepancies, inadequacy in furnishing samples of best qualities from various manufacturers and such other aspects causing delay on the approval of the materials/equipments etc shall be to the account of the contractor.

iii) Cost of Tests

a) Test provided for in the specifications or BOQ: The cost of test and material for testing shall be borne by the Contractor and test shall be carried out in manufacturer's works or if need be in a test facility/ laboratory approved by the University.

b) Test not provided for in the Specifications or BOQ: If any test is ordered by the University which is either to be carried out by an independent person at any place other than the site or the place of manufacture or fabrication of the materials tested or any Government/approved laboratory, then the cost of such test shall be borne by the contractor.

2.13 OBTAINING INFORMATION RELATED TO EXECUTION OF WORK

No claim by the contractor for additional payment shall be entertained which is consequent upon failure on his part to obtain correct information as to any matter affecting the execution of the work nor any misunderstanding or the obtaining incorrect information or the failure to obtain correct information relieve him from any risks or from the entire responsibility for the fulfillment of

2.14 VIRTUAL COMPLETION CERTIFICATE (VCC)

On successful completion of entire works covered by the contract to the full satisfaction of University, the contractor shall ensure that the following works have been completed to the satisfaction of the University.

- a) Clear the site of all scaffolding, wiring, pipes, surplus materials, contractor's labour, equipment and machinery.
- b) Demolish, dismantle and remove the contractor's site office, temporary works, structures including labour sheds/camps and constructions and other items and things whatsoever brought upon or erected at the site or any land allotted to the contractor by the University and not incorporated in the permanent works.
- c) Remove all rubbish, debris etc from the site and the land allotted to the contractor by the University and shall clear, level and dress, compact the site as required by the University.
- d) Shall put the University in undisputed custody and possession of the site and all land allotted by the University.
- e) Shall hand over the work in a peaceful manner to University.
- f) All defects/imperfections have been attended and rectified as pointed out by University to the full Satisfaction of University.

Upon the satisfactory fulfilment by the contractor as stated above, the contractor shall be entitled to apply to the University for the Certificate. If the University is satisfied of the completion of the work, related to which the completion certificate has been sought.

Virtual Completion shall be considered the date of receipt of Lift License.

2.15 WARRANTY/GUARANTEE

The work and items shall be of the best quality and workmanship and shall comply with particulars of the contract and in all respect shall be to the satisfaction of the Inspector and the Purchaser. Whether or not the items have been installed under his supervision, the Tenderer shall give the following warranty/guarantee in respect of work to be supplied by him. For a period of 12 months after the complete material have been provisionally accepted, the contractor shall be responsible for any defects that may be discovered therein notwithstanding that such defects could have been discovered at the time of inspection or any defects there in are found to have developed under proper use, arising from faulty materials or workmanship or fails to fulfil the performance guarantee or other requirement of the contract and the contractor shall remedy all such defects as aforesaid at his own cost. The Purchaser shall state in writing in what respect the goods are faulty

and further if in the opinion of the Purchaser the defects are of such a nature that it is necessary to replace or renew any defective stores, such replacement or renewal shall be made by contractor forthwith without any extra costs to the Purchaser provided notice informing the contractor of the defects is given by the Purchaser within the period of 12 months from the date of provisional acceptance. The decision of the Purchaser, notwithstanding any prior approval or acceptance of the Inspector as to whether or not the stores delivered are defective or any defect has developed within the said period of twelve months or as to whether the nature of defects requires renewal or replacement shall be final, conclusive and binding on the contractor. For the item replaced the contractor shall give guarantee for another 6 (six) months. Should the Contractor fail to rectify such defects to the full satisfaction of the Purchaser within a reasonable time, the Purchaser may reject and replace at the cost of the contractor the whole or any part of the work as the case may be which is defective or fails to fulfil the requirements of the contract.

Such replacement at the cost of the contractor shall be carried out by the Purchaser within a

particulars are, in the opinion of the Purchaser, not readily procurable, such opinion being final, then with the nearest substitutes. In the event of such rejection, the Purchaser shall be entitled to use the work in a reasonable manner for a time reasonably sufficient to enable him to obtain replacement as herein before provided. The Purchaser may engage any other party for carrying out such replacements.

2.16 PAYMENT TERMS

Payment will be made as per the following Terms:-

i. 95% of contract price shall be paid on successful installation and commissioning subject to the clause 2.17 liquidated damages.

ii. Remaining 5% of contract price shall be retained as 'Retention Money' till completion of Warranty/Guarantee obligation. However, if the contractor so requests, the retention money may be released on issue of provisional acceptance certificate after the completion of defect liability period i.e 12 months and EMD amount shall be merged in the retention money.

2.17 LIQUIDATED DAMAGES FOR LATE DELIVERY

If the contractor fails to fulfil his contractual obligation within the time fixed, he shall be liable at the discretion of the Purchaser to unconditional and agreed liquidated damages of 1% (one per cent) of contract value per week or part thereof reckoned on the contract value based on the final bill. The tenderers liability for delay shall not in any case exceed 10% (ten per cent) of the total contract value on accrual of which the client may rescind the contract.

2.18 INSPECTION AND REJECTION

The stores shall be rendered by the contractor for inspection at such places as may be specified by the Inspector, at the contractor's own risk, expenses and costs and shall lie at such places of inspection at the risk of the contractor and the stores will be subjected to inspection and test as may be considered necessary by the Inspector and his decision as regards rejection of goods shall be final and binding on the contractor.

2.19 DEDUCTIONS FROM CONTRACT PRICE

All costs, damages or expenses with the Purchaser may have paid for which under the contract the contractor is liable, may be deducted by the Purchaser from any money due or becoming due to the contractor from the Purchaser under this contract or may be recovered by the action of law or otherwise from the contractor.

2.20 TIME OF COMPLETION AND FORCE MAJEURE

Should progress or work be delayed by strikes, lockouts, fire, accidents, acts of god, or any cause whatsoever beyond the reasonable control of the tenderer, a reasonable extension of time shall be granted. Should one or both parties be prevented from fulfilling their contractual obligations by a state of force majeure lasting continuously for a period of at least one month, the two parties shall consult each other regarding the further implementation of the contract with the profession that if on mutually satisfactory arrangement is arrived at within a period of one month from the expiry of the one month referred to above, the contract shall be deemed to have expired at the end of the said one month referred to above. The above mentioned contract will imply that both parties have the obligations to reach agreement regarding the winding up and financial settlement of the contract.

2.21 DEATH, BANKRUPTCY, ETC.,

If the contractor shall die or dissolve or go into bankruptcy, or being a corporation cause to be wound up except for reconstruction purposes or carry on its business under a receiver, the executors, successors or other representatives in law of the of the tenderer or any such receiver liquidator, or any person in whom the contract may become vested, shall forthwith give notice thereof in writing to the Purchaser and shall remain liable for the successful performance of the contract, and nothing aforesaid shall be deemed to relieve the contractor or his successors of his or their obligations under the contract under any circumstances. The Contract may be terminated by the Purchaser by notice in writing to the contractor.

2.22 FAILURE AND TERMINATION

If the contractor fails to deliver the stores or any instalment thereof within the period fixed for such delivery or at any time repudiates the contract before the expiry of such period, the Purchaser may without prejudice to the right of the Purchaser to recover damages for breach of the contract.

Purchase or authorise the purchase elsewhere without notice to the contractor, on the account and at the risk of the contractor of the stores not so delivered or others of a similar description (where stores exactly complying with particulars are not in the opinion of the Purchaser, which shall be final, readily procurable) without cancelling the contract in respect of the instalments not yet due for delivery, or

Cancel the contract or a portion thereof and if so desired purchase or authorize the purchase of the stores not so delivered or other of a similar description (where stores exactly complying with particulars are not in the opinion of the Purchaser, which shall be final, readily procurable) at the risk and cost of the contractor, if the contractor had defaulted in the performance of the original contract, the Purchaser shall have the right to ignore his tender for risk purchase even though the lowest.

Where action is taken under sub-clause (i) or sub-clause (ii) above, the contractor shall be liable for any loss which the Purchaser may sustain on that account provided the Purchase or, if there is an agreement to purchase, such agreement is made, in case of failure to deliver the stores within the period fixed for such delivery within two months from the date of such failure and in case of repudiation of the contract before the expiry of the aforesaid period of delivery, within two months from the date of cancellation of the contract. The tenderer shall not be entitled to any gain on such purchase and the manner and method of such purchase shall be in the entire discretion of the Purchaser. It shall not be necessary for the Purchaser to serve a notice of such purchase on the contractor.

2.23 ARBITRATION

Except where otherwise provided for in the contract all questions and disputes relating to the meaning of the Scope of Work and Services, Terms & Conditions, hereinbefore mentioned and as to the quality of service or materials used or as to any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, Scope of Work and Services, Terms & Conditions, instructions, orders or otherwise concerning the works or the execution of/ failure to execute the same whether arising during the progress of the contract or after the completion thereof shall be referred to the sole arbitration of the Registrar, NLIU, Bhopal or to the Principal Secretary (Law) & Secretary, Law Department appointed by him willing to act as such arbitrator. There will be no objection if the arbitrator so appointed is an employee of NLIU and that he had to deal with the matters to which the contract relates and that in the course of his duties as such he had expressed views on all or any of the matters in dispute or difference. The arbitrator to whom the matter is originally referred being transferred by vacating his office or being unable to act for any reason, Registraras aforesaid at the time of such transfer, vacation of office or inability to act, shall appoint another person to act as arbitrator in accordance with the terms of the contract. Such persons shall be entitled to proceed with the reference from the state at which it was left by his predecessor.

Subject as aforesaid the provision of the Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof and the rules made there under and for the time being in force shall apply to the arbitration proceeding under this clause.

It is a term of the contract that the party involving arbitration shall specify the dispute or disputes to be referred to arbitration under this clause together with the amount or amounts claimed in respect of each such dispute. The arbitrator(s) may from time to time with consent of the parties enlarge the time for making and publishing the award. The work under the Contract shall, if reasonably possible, continue during the arbitration proceedings and no payment due to be payable to the Agency shall be withheld on account of such proceedings. The Arbitrator shall be deemed to have entered on the reference on the date he issues notice to both the parties fixing the date of the first hearing. The Arbitrator shall give a separate award in respect of each dispute or difference referred to him. The venue of arbitration shall be Bhopal or as may be fixed by the Arbitrator in his sole discretion. The award of the arbitrator shall be final, conclusive and binding on all parties to this contract. In case any legal dispute is raised, same will be settled in the Courts at Bhopal City only. Alternate settlement modes can be used for settling any legal dispute with mutual consent only.

2.24 AMENDMENTS

No variation to the contract shall be valid unless made in writing and duly signed by both the parties. The Purchaser shall not, in the absence of written acceptance, be bound by any provision in the tenderer's quotation, offers, form of acknowledgement of the contract, invoices, packing lists and other documents which purport to impose Any condition at variance with or supplemental to the Contract.

2.25 LAW GOVERNING THE CONTRACT

This Contract shall be governed by the laws of India for the time being in force. The marking of all stores supplied must comply with the requirements of Indian Acts relating to Merchandise marks and all the rules under such acts.

2.26 EXERCISING THE RIGHTS AND POWERS OF THE PURCHASER

All the rights and discretions and powers of the Purchaser under the tenderer shall be exercisable by and all notices on behalf of the Purchaser shall be given by the Director or any person or persons authorize to enter into contracts on behalf of the Purchaser and any references to the opinion of the Purchaser in the terms and conditions contained in the contract shall mean and be construed as reference to the opinion of any of the persons mentioned in the clause.

2.27 NOTICES

2.27.1 Any notice to be given to the contractor under the terms of the contract shall be served by sending the same by post, fax or leaving the same at the contractor's principal place of business (or in the event of the contractor being a company to or at its registered office) or at the site.

2.27.2 Any notice to be given to the Purchaser under the terms of the contract shall be served by sending the same by post to or leaving the same at the Purchaser's last known address.

2.28 SECRECY

The contractor shall not at any time during the pendency of the contract or thereafter disclose any information furnished to them by the Purchaser or any reports and other documents and information prepared by the contractor for this contract, without the prior written approval of the Purchaser except in so far as such disclosure is necessary for the performance of the contractor's work and service hereunder.

2.29 JURISDICTION

Any legal dispute arising out of or in any way connected with this contract shall be deemed to have arisen at site and shall be settled in court of competent jurisdiction located at Bhopal.

2.30 PERFORMANCE TESTS AND PROVISIONAL ACCEPTANCE

On completion of the work, the Purchaser will carry out performance tests on the items supplied by the contractor, in the presence of the contractor on

On the completion of satisfactory start-up operation, the Purchaser will proceed with the performance tests. The duration of the performance test shall be one (1) month.

On successful completion of the performance test, the Purchaser will issue the Provisional acceptance certificate to the tenderer if the system fail to qualify the performance test, the duration will be extended for one month from the date of failure of the system and if the contractor is unable to prove the performance within this period the University shall have the right to procure a similar equipment from another source at the risk and cost of the contractor.

The final acceptance certificate will be issued on successful completion of the Warranty/Guarantee period

2.31 ACCIDENT OR INJURY TO WORKMEN

The contractor shall be solely liable for any accident or injury that may happen to any of his personnel engaged in connection with the erection work according to the Contract. The Purchaser shall not be liable for, or in respect of, any damage or compensation payable at law in respect of, or in consequence of, any accident or injury to any personal in the employment of the tenderer and the tenderer shall indemnify and keep indemnified the Purchaser against all such claims, damages, compensations and proceedings.

The contractor is the employer of all workers engaged for this work and should therefore take all required registrations, insurance cover etc. and pay premium correctly to labour welfare funds constituted by the Union Government and Government of Kerala from time to time.

2.32 COMPLIANCE WITH STATUTORY AND OTHER REGULATIONS

The contractor shall, in all matters arising in the performance of the Contract, conform at his own expense with the provisions of all central or state statutes, ordinances or laws and the rules, regulations, or by laws of any local or other duly constituted authority and shall keep the Purchaser indemnified against all penalties and liabilities of every kind for breach of any such statute, ordinance, law, rule regulations or bye-law. The contractor shall give all notices and pay all fees and taxes required to be given or paid under any central or state statutes, ordinance or other laws or any regulations including GST regulation or bye-laws of any local or other duly constituted authority in relation to the erection work.

2.33 LABOUR RULES

2.33.1 Provisions of Contract Labour Act: In respect of all labour, directly or indirectly, employed by the tenderer for the erection work, the tenderer shall comply with the provisions of the Contract labour (Regulation and Abolition) Act 1970 or any amendment thereof, all legislations and rules of the state and/or Central Government

or other local authority, framed from time to time governing the protection of health, sanitary arrangements, wages, welfare and safety for labour employed on the erection work. The rules and other statutory obligations with regard to fair wages, welfare and safety measures, maintenance of registers, etc. will be deemed to be part of the Contract.

2.33.2 Provisions of Minimum Wages and Payment of Wages Act: The contractor shall comply with the provision of the Minimum Wages Act, 1948, and the Payment of Wages Act, 1936, and any amendment thereof in respect of all employees employed by him for the purpose of carrying out the erection work. The contractor shall supply to the purchaser any labour required to work wholly or partly under the direct order and control of the Purchaser, whether in connection with any work being executed by the contractor or otherwise for the purpose of the Purchaser and such labour shall for the purpose of this clause still be deemed to be persons employed by the contractor

If any money shall, result of any claim or application made under the said Acts, be directed to be paid by the Purchaser, such money shall be deemed to be money payable to the Purchaser by the contractor, and on failure by the contractor to repay the Purchaser, any money paid by the

Purchaser as aforesaid, within seven days after the same shall have been demanded from the contractor, the Purchaser shall be entitled to recover the same from any money due or accruing to the contractor under this or any other contract with the Purchaser. In the event of the retrenchment of workers by the contractor or subcontractors employed by the contractor during or after the completion of work, the retrenchment compensation and other benefits will be paid by the tenderer to the workers as per the Industrial Disputes Act.

2.34 DAMAGE TO PERSONS OR PROPERTY

The contractor shall indemnify and keep indemnified the Purchaser against all losses and claims for injuries or damages to any property whatever which may arise out of or in consequence of the work at site carried out by the contractor and against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect thereof or in relation thereto.

2.35 WORK IN OR AROUND AN OPERATING PLANT

When the work is being carried out in or around an operating plant, where the plant must run uninterrupted, the contractor shall only work at specified places and times as mutually arranged between the contractor and the Purchaser. The contractor shall take sufficient care in moving his constructional/erection plant and equipment from one place to another in an operating plant so that they may not cause any damage to the property of the Purchaser, like roads, overhead and underground cables, pipes and/or any other service or equipment or building, and, in the event of the contractor's failure to do so, the cost of such damages, including eventual loss of working hours as estimated by the Purchaser, is to be borne by the contractor.

2.36 STATUTORY APPROVAL

The contractor shall, on behalf of University, obtain statutory approvals including preliminary and prior approvals if any from local authorities, factory, inspector, pollution control board, Electrical Inspectorate/ CESC, etc. The Contractor shall get the approval and safety certificate from the Inspectorate after Completion of the work prior and before energisation. The Contractor shall be responsible for obtaining necessary certificates, drawings, etc, required to be submitted to statutory bodies, from competent and licensed authority. Nothing, other than the quoted rate shall be paid extra for obtaining statutory approval. However statutory fee paid to this effect shall be reimbursed on production of documentary evidence.

SECTION – 3
TECHNICAL SPECIFICATION

1.0 SCOPE OF WORK

1.1 Sealed Tenders are invited by University for supply, erection, testing & commissioning of Passengers lift, for general utility for (-10- passengers) for Convention Centre of NLIU Bhopal & providing all inclusive service including all spares during defect liability period from the date of handing over the lift installation to the University. Work also includes obtaining all necessary statutory clearances, all related civil work and Electrical work like modification in doorway size, provision of floor in lift car, painting of lift well walls complete in all respect.

1.2 The machineries and equipments shall be of proven design and capable of actual field operation for the desired materials without any difficulty or problem whatsoever. As such, quality of the materials used and performance of the equipment in compliance to this specification shall be the responsibility of the successful tenderer.

2.0 PROCESS REQUIREMENTS

2.1 The process requirement of each equipment is given in the datasheet separately.

3.0 DIMENSIONS AND LEVELS

All dimensions and levels shall be verified by the contractor on the site and he will be held responsible for the accuracy and maintenance of all the dimensions and the levels. In case of discrepancy the contractor shall ask for clarification from University before proceeding with the work.

4.0 CONSTRUCTION RECORDS

The contractor shall keep and provide to University full and accurate records of the dimensions and positions of all new work and any other information necessary to prepare complete drawings recording details of the work as constructed.

5.0 SAFETY OF ADJACENT STRUCTURES AND TREES

The contractor shall provide and erect to the approval of University such supports as may be required to protect effectively all structures and protective guards to trees which may be endangered by the execution of the works or otherwise take such permanent measures as may be required by the University to protect the trees and structures.

6.0 TEMPORARY WORKS

Before any temporary works are commenced the contractor shall submit at least 7 days in advance to University for approval complete drawings of all temporary works he may require for the execution of the works. The contractor shall carry out the modifications relating to strength, if required by University may require in accordance with the conditions of contract at his own cost. The contractor shall be solely responsible for the stability and safety of all temporary works and unfinished works and for the quality of the permanent works resulting from the arrangement eventually adopted for their execution.

7.0 LIGHTING OF WORKS

The contractor shall at all times provide adequate and approved lighting as required for the proper execution and supervision and inspection of work.

8.0 FIRE FIGHTING ARRANGEMENT

8.1 The contractor shall provide suitable arrangement for fire fighting at his own cost. For this purpose he shall provide requisite number of fire extinguishers and adequate number of buckets, some of which are to be always kept filled with sand and some with water. These equipments shall be provided at suitable prominent and easily accessible places and shall be properly maintained.

8.2 Any deficiency in the fire safety or unsafe conditions shall be corrected by the contractor at his own cost and to the approval of the relevant authorities. The contractor shall make the following arrangements at his own cost but not limited to the following:

8.2.1 Proper handling, storage and disposal of combustible materials and waste.

8.2.2 Work operations which can create fire hazards.

8.2.3 Access for firefighting equipment

8.2.4 Type, number and location of containers for the removal of surplus materials and rubbish.

8.2.5 Type, size, number and location of the fire extinguishers or other firefighting equipment.

8.2.6 General housekeeping

9.0 TEMPORARY FENCING/BARRICADING

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

10.0 DISPOSAL OF REFUSE

The contractor shall cart away all debris, refuse etc arising from the work from the site and deposit the same as directed by University at his own cost. It is the responsibility of the contractor to obtain from the local authorities concerned to the effect that all rubbish arising out of contractor's activities at the construction site or any other off-site activities borrow pits has been properly disposed off.

11.0 CONTRACTOR TO VERIFY SITE MEASUREMENT

The contractor shall check and verify all site measurements whenever requested by other specialists contractors or other sub contractors to enable them to prepare their own shop drawings and pass on the information with sufficient promptness as will not in any way delay the works.

12.0 PROCUREMENT OF MATERIALS

The contractor shall make his own arrangements to procure all the required materials for the work. All wastages and losses in weight shall be to the contractor's account.

13.0 EXCISE DUTY, TAXES, LEVIES ETC

The contractor shall pay and be responsible for payment of all taxes, including GST as applicable, duties, levies, royalties, fees, cess or charges in respect of the works including but not limited to GST, works contract tax, excise duty, and octroi, payable in respect of materials, equipment plant and other things required for the contractor. All of the aforesaid taxes, duties, levies, fees and charges shall be to the contractor's account and University shall not be required to pay any additional or extra amount on this account. Variation of taxes, duties, fees, levies etc if any, till completion of work shall be deemed to be included in the quoted rates and no extra amount on this account will in any case be entertained. If a new tax or duty or levy or cess or royalty or octroi is imposed under as statue or law during the currency of contract the same shall be borne by the contractor.

14.0 ACCEPTANCE OF TENDER

University shall have the right to reject any or all tenders without assigning any reason. They are not bound to accept the lowest or any tender and the tenderer or tenderers shall have no right to question the acts of the University. However adequate transparency would be maintained by University.

15.0 GOVERNMENT AND LOCAL RULES

15.1 The contractor shall conform to the provisions of all local Bye-laws and Acts relating to the work and to the Regulations etc of the Government and Local Authorities and of any company with whose system the structure is proposed to be connected. The contractor shall give all notices required by said Act, Rules, Regulations and Bye-laws etc and pay all fees payable to such authority/authorities for execution of the work involved. The cost, if any, shall be deemed to have been included in his quoted rates, taking into account all liabilities for licenses, fees for footpath encroachment and restorations etc and shall indemnify University against such liabilities and shall defend all actions arising from such claims or liabilities

15.2 Tools, Storage of Materials, Protective Works and Site Office Requirements

15.2.1 The contractor shall provide, fix up and maintain in an approved position proper office accommodation for the contractor's representative and staff which offices shall be open at all reasonable hours to receive instruction notices or communications and for storage of tools, etc and clear away the same on completion of the works and make good all work disturbed.

15.2.2 Approved drawings and wiring diagram should be at display at site carefully mounted on boards/frames of appropriate size and suitably laminated. They are to be protected from ravages of termites, ants, and other insects and made available to the bank for inspection or such other purposes they may require.

15.2.3 The contractor shall provide at his own cost all artificial light required to complete the work within the specified time.

15.2.4 If required, the contractor shall provide a suitable temporary hut for the watchmen and clear away the same when no longer required and to provide all necessary attendance, lights etc required.

15.2.5 Every precaution shall be taken by the contractor to prevent the breeding of mosquitoes on the works during the construction, and all receptacles, cistern, water tanks etc used for the storage of water must be suitably protected against breeding of mosquitoes. The contractor shall indemnify the University against any breach of rules in respect of anti-malarial measures.

15.2.5 The contractor shall not fix or place any placards or advertisement of any description or permit the same to be fixed or placed or upon any boarding gantry, building structures other than those approved by University.

15.3 Protective Measures:

15.3.1 The contractor from time to time of being placed possession of the site must make suitable arrangements for watching, lighting and protecting the work, the site and surrounding property by day, by night, on Sundays and other holidays.

15.3.2 Contractor shall indemnify the University against any possible damage to the building, roads, or members of the public in course of execution of the work.

15.3.3 The contractor shall provide necessary temporary enclosures, gates, entrances etc for the protection of the work and materials and for altering and adopting the same as may be required and removing on completion of the works and making good all works disturbed.

15.4 Storage of Materials:

15.4.1 As regards storage of lift material, University shall provide space covered on the top. Contractor will have to make necessary arrangements as required for temporary barricading on sides. Watch and ward for safety of material will have to be arranged by the contractor.

15.5 Tools:

15.5.1 All measuring tapes shall be of steel. Suitable scaffolding and ladders that may be required for safe working and taking measurement shall be supplied by the contractor.

15.5.2 The head of workmen at site and the supervisors on the works shall always carry with them a one metre or two meter steel tape, a measuring tape of 30 meters, a spirit level, a plumb bob and a square and shall check the work to see that the work is being done according to the drawing and specifications. Lift workmen head and Supervisors shall also carry one test lamp with leads and one neon tester and necessary working instruments. The Site Engineer will use any or all measuring instruments or tools belonging to the contractors as he chooses for checking the works executed or being executed on the contract.

15.5.3 The contractor should cover in his rates for making provisions for all reasonable facilities for the use of his scaffolding, tools and plant etc by nominated sub-contractors for their work.

16.0 STANDARDS

The design, manufacture and testing of the equipments and accessories shall comply with the relevant IS standards.

IS: 14665 Electric Traction Lifts
Flexible Cable for

IS: 4289 Lifts

Generally the following IS specification shall be applicable to the supply.

IS: 226 Structural steel (Standard quality)

IS: 2062 Structural steel (Fusion welding quality)

IS: 1239 Mild Steel Tubes

IS: 1367 Technical supply conditions for threaded fasteners

IS: 823 Manual Metal Arc Welding for Mild Steel

IS: 1477 (Part I and II) Painting of Ferro metals Pre-treatment, Painting

IS: 814 Covered Electrodes for Metal Arc Welding

17.0 DATA SHEETS (DETAILS)

1	Type of Elevator & Quantity	Passenger LIFT -1-no G+3. Gearless Elevator
2	Capacity	680 Kg (Minimum). 10 persons (Minimum) & one dumb weight
3	Speed	1.00 m/sec
4	Serving Floors	Ground Floor, First floor, second floor, terrace Floor (as applicable)
5	Travel in meters (Rise)	16 M, 12M (Approx)
6	Stops, Landing & Opening	4 stops & 4 Openings, in same side
7	Machine	Gearless traction machine with electromagnetic brake placed in hoist way on top.
8	Control system	Micro-processor based control with variable voltage variable frequency technology.
9	Well Size	1950mm Wide X 2750mm,
10	Pit Depth	1350mm
11	Head Room	6500mm
12	Power Supply	415 V three phase 50Hz AC
13	Auxiliary Power Supply	230 V 50Hz AC
14	Clear Opening	2050mm Wide X 2100mm High
15	Operation	Simplex full collective
16	Car Enclosure	SS Hairline Finish on all the four sides
17	Flooring	Antiskid PVC flooring.
18	Number of Entrance	Entrance at front side on all the serving floors (All Stops opening on the same side).
19	Car & Hoist way Entrance(landing) Doors	SS Hairline finish with Centre opening automatic doors.
20	Safety Feature	(i) All safety feature required as per IS/ International Standards. (ii) Additional features. (a) Reverse phase relay on controller. (b) Single Phasing power supply protection. (c) Overload warning indicator on car (visual and audio) (d) Fireman's switch (e) Battery operated alarm bell & emergency light with battery (f) Infra red rays sensing device along the edge of the car door for full height.
21	Signals	(a) LED Hall buttons /landing call registered indicator at all landings (b) Digital car position indicator in car and at all landings. (c) Up/Down pre-announcing indicator at all landings.

		(d) Integral car operating panel with aesthetic luminous (e) Annunciation in car
22	Fixtures(in car)	(a) Mirror finish stainless steel ceiling. (b) Concealed decorative luminaries with LED lamps complete with housing, reflector and accessories. (c) Axial pressure fan suitable design to suit the ceiling. (d) Hand rails on 3 sides
23	Intercom(in car)	Suitable to hook to Convention Centre, NLIU, BHOPAL
24	Automatic Rescue Device	Solid state battery operated device to automatically rescue passengers trapped in the elevator car in between floors in the event of power failure.
25	Manual Rescue Device	Manual rescue device shall also be provided so as to bring the elevator car to the nearest floor in the event of failure of battery operated automatic rescue device.
26	Fire Rated Door	Fire Rating of 60mins

17.1 CONTROLLER

The control system shall be of microprocessor controller type incorporating variable voltage variable frequency drive for elevators of 1.0 m/s speed. It shall be suitable for site programmability and shall have field test mechanism for quick fault diagnosis. The elevator motor shall be fed through this controller for smooth & silent operation of elevator.

17.2 ELEVATOR HOISTING MACHINE

Manufacture's standard design / constructional features are acceptable. The elevator hoisting machine shall be compact, energy efficient and proven design. The hoisting machinery shall be gearless type with 3 phase AC motor. The drive shall be of variable voltage variable frequency type.

17.3 MOTOR

The elevator hoisting motor shall be as per manufactures selection. Motor shall be dynamically balanced and shall have high starting torque and low starting current, suitable for elevator duty and equipped with required protection. Motor shall be part of drive unit.

17.4 INSTALLATION OF ELEVATOR HOISTING MACHINE

The required arrangement for installation of elevator hoisting machine shall be provided by the contractor.

17.5 GUIDE

Machined steel guides shall be provided for the car and counterweight. The guide rails shall have tongued and grooved joints, sliding clips shall be used for fastening the guides to allow building settlement without distorting the guide. The flanges shall be mechanical for the fish plate mounting so that rail alignments at joints almost remain constant. To keep down the noises level and to reduce wear and tear of sections, only Nylon ribs shall be used in the guide shoes. However, initially cast iron ribs shall be provided for smoothening of guide rails which shall later be replaced free of cost by Nylon ribs.

17.6 DRIVING MACHINE BRAKE

Electric elevator machine shall be equipped with brakes which shall be applied automatically by means of springs in compression only or by gravity when the operating device is in the 'off' position or in the event of power failure. The brake shall be designed to have a capacity sufficient to hold the car at rest with 125% of its rated load.

17.7 ROPES /FLAT BELTS

The elevator shall be provided with round standard steel wire ropes or flat belts having tensile strength not less than 12.5 ton/cm². Lubricants between the strands shall be designed to have a capacity sufficient hemp core.

17.8 LEVELING

Levelling with floors should be exact virtually independent of passenger load. This is to be achieved by self adaptive load compensation.

17.9 SELECTOR

Selector shall be as per OEM, however selector shall be microprocessor based.

17.10 CAR DETAILS

17.10.1 CAR FRAME

The car frame shall be made of structural steel of rigid construction to withstand without permanent deformation the operation of safety gear. The car shall be so mounted on the frame that vibration and noise transmitted to the passengers inside is minimized.

17.10.2 CAR PLATFORM

The car platform shall be framed construction and designed on the basis of rated load evenly distributed. The dimensions shall conform to IS - 14665 amended up to date unless otherwise specified. The flooring shall be finished with antiskid PVC material (sample shall be got approved).

17.10.1 CAR ROOF

The roof of the car shall be solid type with extra supporting arrangement capable of taking load of maintenance team (at least 140 Kg weight) and also have a fan and light fittings.

17.11 CAR DOOR & HOIST WAY DOOR OPERATORS

17.11.1. Each hoist way door shall be provided with an interlock which shall prevent movement of the car away from the landing unless the door is in the closed position as defined in IS codes.

17.11.2 Door system should have the following features:

- a) Reliable robust construction, electronically controlled closing and opening for trouble free operation under adverse duty conditions.
- b) Door system interface compatible with modern micro-contactor control system for optimum performance.

Proven door safety devices for maximum safety of users.

17.12 SAFETY GEARS & GOVERNORS

Elevator shall be provided with car safety devices attached to the elevator car frame and placed beneath the car.

The safety device shall be capable of stopping and sustaining the elevator car with full rated load.

The elevator shall be provided with over speed monitoring & tripping safety device and its operation shall be independent of power.

The car safety is provided to stop the car whenever excessive descending speed is attained. The safety shall be operated by a centrifugal speed governor located at the top of hoist way and connected to the governor through a continuous steel rope. The governor shall be provided with ropes in proper tension. Even after ropes stretch, suitable means shall be applied to cut off power from motor and apply the brakes on applications of the safety.

Temper proof infrared rays sensing device shall be provided through out the height of door or upto 1.8m above sill as per OEM to ensure the door reopens till the obstruction

17.13 COUNTER BALANCE

A suitable guided structural steel frame with appropriate filler weights shall be furnished to promote smooth and economical operation.

17.14 TERMINAL SWITCHES

Elevator shall be provided with proximity switches arranged to stop the car automatically within the limits of top car clearance and bottom run by over travel from any speed attained in normal operation. Such switches shall Act independently of the operating device, the ultimate or final limit switches and the buffers. Proximity switches may be fitted in the elevator car or in the elevator well or in the machine room and such switches shall be brought in to operation by the movement of elevator car.

An automatic safety switch shall be provided to stop the machine should the chain, rope or other similar device mechanically connecting the stopping device to the car, fail.

17.15 ULTIMATE OR FINAL SWITCHES

Elevator shall be provided with ultimate or final switches arranged to stop the car automatically within the top and bottom clearance independently of the normal operating device and the terminal switches. Final switches shall act to prevent movement of the elevator car under power in both directions of travel and shall after operating remains open until the elevator car has been moved by a hand winding to a position within the limits of normal travel. All ultimate or final switches shall be of enclosed type and shall be securely mounted. The contacts of all switches shall be opened positively and mechanically by the movement of elevator car.

17.16 TERMINAL BUFFERS

Heavy-duty spring Buffers/polythene rubber pads as per OEM to adhere the latest safety parameters shall be installed as a means of stopping the car and counterweight at the extreme limits of travel. Buffers in the pit shall be mounted on steel channels, which shall extend between both the car and counter weight guide rails. Oil buffer as per OEM standard is acceptable.

17.17 OVER LOAD WARNING

Over load warning feature with audiovisual indication shall be provided (Visual indication shall show "Over Loaded" and a buzzer shall also operate). Car shall not move until the overload condition is removed.

A load plate giving the rated load and permissible maximum number of passengers should be fitted in each lift car in a conspicuous position.

17.18 EMERGENCY RESCUE DEVICE

17.18.1 AUTOMATIC EMERGENCY RESCUE DEVICE

Elevator system shall have automatic battery operated emergency rescue device to automatically rescue passengers trapped in the elevator car in between floors in the event of power failure having following features: Automatic operation and immediate actions in the event of mains failure capable to move the elevator to the nearest landing, opens the doors automatically. Shall have sealed maintenance free battery back up of suitable size with automatic charging unit and auto change over unit on mains failure. Message indicator in the elevator car.

17.18.2 MANUAL EMERGENCY RESCUE DEVICE

Manual emergency rescue device shall be provided to rescue the passengers trapped in the elevator car in the event of failure of battery operated automatic emergency rescue device. The elevator car stopped in between floors due to power failure shall be brought to the nearest landing by releasing the break by means of pulling the mechanical lever provided in the last landing. The standard constructional feature of OEM for this manual emergency rescue device is acceptable.

17.19 OPERATION

The elevator shall be operated in simplex mode (with/ without attendant) and generally the elevator shall be in automatic mode. However a two position key-operated switch marked to indicate "ATT" (Attended Operation) and "AUTO" (Automatic Mode) shall be provided. When the switch is in the position of "ATT" mode, the elevator shall be in attendant mode. It will connect the hall button pushes to the annunciate, provided in the car, to register the calls. In automatic mode, momentary pressure of the car button/ landing button will send/ bring the car to this landing and car will automatically stop.

Note

All accessories & fittings required for the operation of the equipment is to be supplied along with the equipment and its cost must be included in the quoted rate.

The civil work related the erection of the lift should be done by purchaser under supervision of the tenderer.

17.20 TECHNICAL DATA TO BE FURNISHED

The Tenderer shall submit drawings showing all the design, operational features, major dimensions, details etc. The tenderer shall also submit a general arrangement drawing and layout showing the space requirement, details of platforms and structurals. Structural supports provided shall be coated with two coats of epoxy based zinc chromate primer and 2 coats of epoxy painting of approved quality and shade as per the direction of the Purchaser/Consultant.

Specification and Technical Details to be furnished by Tenderer.

General Arrangement Drawing.

Foundation drawing for various units.

Overall dimensions of the system.

Discharge arrangements

Empty weight.

Safety devices provided.

Details of pumps.

Technical details as per data sheet has to be furnished along with the tender.

Manufacturing and delivery schedule shall be indicated.

18.0 TIME OF COMPLETION

The whole work design, fabrication, erection, testing, commissioning and handing over shall be completed within a period not exceeding 06 months from the date of award of work order.

19.0 INSPECTION AND TESTING

19.1 The contractor shall conduct all tests required to ensure that the equipments and machineries furnished conforms to the requirements of the applicable codes. All tests and test procedures proposed by the manufacturer shall be submitted to the purchaser for approval. The Purchaser's representative shall be given full access to the shop in which the equipment is being manufactured or tested. The equipment shall be inspected by the purchaser and tests will be witnessed prior to

acceptance. The Purchaser shall be notified well in advance for the purpose of general inspection and witnessing the tests. All the expenses for the tests shall be borne by the contractor.

19.2 All material used shall be new and of tested quality. The test certificate shall be made available to the purchaser. In case of Non-availability of test certificates, material shall be tested by the Tenderer at his own cost, to establish the conformance of the relative standards.

19.3 The quality of fabrication work and welding shall be of the highest order in accordance with the requirements of Indian Standards.

20.0 PREFERRED MAKE OF BOUGHT OUT ITEM/MANUFACTURERS

The Tenderer has to specify, the make of materials he proposed to use and he has to produce the test certificate wherever required. Materials other than the specified brand or make if used Tenderer has to take prior approval

21.0 TERMS OF PERFORMANCE GUARANTEE

20.1 For the purpose of this guarantee, the performance of the equipment quoted shall be judged by the results obtained during test runs of thirty working days after commissioning. Procedures and techniques mutually acceptable to both parties shall be employed in evaluating the equipment performance. The Tenderer shall carry out any repairs/modifications required in case of any problem in meeting the performance standards.

20.2 The performance of the system as per the above requirement shall be guaranteed for a minimum period of

36 months from the date of provisional acceptance after proving the performance.

20.3 For Warranty/Guarantee Clause refer conditions of contract.

22.0 GENERAL

22.1 The system of machines and equipments mentioned above is indicative only. The tenderers are advised to examine the feed materials and product requirements and quote for a suitable machine and equipment.

22.2 The Purchaser reserves the right to procure all the items specified in the tender or part thereof without assigning any reason.

SECTION – 4

FORMATS FOR EXECUTION OF CONTRACT

CONTRACT FORM

(ON NON - JUDICIAL GOVT. STAMP PAPER OF Rs.100/-)

THIS AGREEMENT made inday of2019.... between(*Name of Purchaser*) of(*Name of company & address of Purchaser*) (hereinafter “the purchaser”) of the one part and(*Name of Supplier*) of.....(*Name of company & address*) (hereinafter called “the Supplier”) of the other part :

WHEREAS the Purchaser invited bids for certain goods and ancillary services viz,..... (*Brief Description of those Goods and Services*) and had accepted a bid by the Supplier for the supply of these goods and Services for the sum of (*Contract Price in Words and Figures*) (hereinafter called “Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

In this agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

The following documents shall be deemed to form and be read and constructed as part of this agreement, viz.:

The tender Document No..... submitted by the Supplier;

Price Schedule

Technical Specifications

Conditions of Contract

The Purchaser’s Notification of Award

In consideration of the payments made by the Purchaser to the supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the goods and services and to remedy defects therein conformity in all respects with the provisions of the Contract.

The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract. Brief particulars of the goods and services which shall be supplied/provided by the Supplier are as under:

.....

Sl. No.	Brief Description	Quantity to be supplied	Unit price	Total price
Of items				

.....
.....
TOTAL VALUE:
DELIVERY SCHEDULE:

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written

Signed Sealed and Delivered by the

Said..... (for the Purchaser)

In the presence of

Signed, Sealed and Delivered by the

Said..... (For the Supplier)

In the presence of

SECURITY DEPOSIT CUM PERFORMANCE GUARANTEE FORM (ON NON-JUDICIAL STAMP PAPER OF Rs.150)

To :.....(Name of purchaser)

WHEREAS.....(Name of Supplier) hereinafter called "the Supplier") has

undertaken in pursuance of Contract No..... dated.....200... to supply

..... (Description of goods and services) (hereinafter called "the

Contract")

AND WHEREAS it has been stipulated by you in the said Contract that the Supplier shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with the supplier's contractual obligations including performance obligations in accordance with the Contract.

AND WHEREAS we (Name of University) have agreed to give the supplier a guarantee:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier, up to a total of(Amount of the Guarantee in words and Figures) And we undertake to pay you, upon your first written demand declaring the supplier to be in default(Amount of Guarantee) as aforesaid. without your needing to prove or to show grounds. or reasons for your demand or the sum specified therein. This guarantee is valid until theday of _____ 20_____

Signature and Seal of Guarantors

Date:.....20.....

Address:

.....

**FORM OF BANK GUARANTEE FOR ADVANCE PAYMENT (ON A NON-JUDICIAL
STAMP PAPER OF Rs.150)**

Bank Guarantee No.

Date:

In consideration of the (Hereinafter called 'the Purchaser') having agreed to grant an advance of Rs..... (Rupees Only) to M/s (Hereinafter called 'the Supplier') under the terms and conditions of contract/Purchase Order No..... dated made between the purchaser and the supplier for the design, supply, fabrication, transportation, erection and commissioning (herein after called the Contract/Purchase Order) on production of a Bank Guarantee for Rs.....(Rupees.....only) being percent of the contract price. We (name of the bank hereinafter called 'the Bank') do hereby undertake to pay the purchaser an amount not exceeding Rs..... (Rupeesonly) against any loss/damage caused to or would be caused to or suffered by the purchaser by reason of any breach by the supplier of any of the terms and conditions contained in the contract/Purchase order. We,(name of bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demur merely on a demand from the Purchaser stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Purchaser by reasons of the Supplier's failure to perform the Contract/Purchase Order, any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee shall be restricted to an amount not exceeding Rs..... (Rupeesonly). We.....further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the Contract/purchase order and that it shall continue to be enforceable till all the dues of the purchaser, under or by the virtue of contract/Purchase Order have been fully paid and it's claims satisfied or discharged or till the purchaser certifies that the terms and conditions of the Contract/Purchase Order have been fully and properly carried by the supplier and accordingly discharged the guarantee unless a demand or claim under this guarantee made on us in writing on or before we shall be discharged from all liability under this guarantee thereafter.

We, further agree with the purchaser that the purchaser shall have the fullest liability without our consent and without affecting in any manner our obligation hereunder to vary any of the terms and conditions of the Contract/Purchase Order to extend time of performance by the supplier from time to time or to postpone for any time or from time any of the power exercisable by the purchaser against the supplier and to forbear or enforce any of the terms and conditions relating to the Contract/Purchase Order and we shall not be relieved from our liability by reason of any such variation, or extension or for any forbearance, act of omission on the part of the purchaser or any indulgence by the purchaser to the 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 reliving us. We, lastly undertake not to revoke this guarantee during its currency except with the previous consent of the purchaser in writing. Notwithstanding anything stated herein above the liability of the Bank Guarantee is restricted to Rs.....(Rupees only). The guarantee shall remain in force till the20.....And unless the guarantee is renewed or a claim is preferred against the Bank within three months from the said date, all rights of the purchaser under the guarantee shall cease and the Bank shall be released and discharged from all liabilities hereunder.

Place
Signature
Seal

Date

Code No.

Note: SUPPLIERS SHOULD ENSURE THAT
SEAL AND CODE NO. OF THE SIGNATORY
IS PUT BY THE BANKERS, BEFORE
SUBMISSION OF THE BANK GUARANTEE

**NATIONAL LAW INSTITUTE UNIVERSITY
KERWA DAM ROAD BHOPAL – 462044.**



FINANCIAL/ PRICE BID (FORM B)

Name of Work: -

**Supply, Installation, Testing and
Commissioning of Passenger
lift for 10 Passengers in Convention
Centre of NLIU Bhopal.**

Amount of E.M.D.:-

Rs. 40,000/-

Cost of Tender form: -

Rs 5900/- (5000 + 900(GST @18%).

Time allowed for completion of work: -

**06 Months (including rainy season)
including Supply, Installation,
Testing and Commissioning from
the date of award of contract.**

FINANCIAL / PRICE BID

SCHEDULE OF QUANTITIES AND FORMAT FOR FINANCIAL / PRICE BID
--

Design, fabrication, inspection, testing packing, loading, transportation, unloading, handling, erection, calibration wherever applicable, testing and commissioning at site and providing 24 (twenty four) months guarantee for equipments including all other accessories complete as per data sheet of technical specification (inclusive of all taxes and duties)

S.No	Description	Quantities	Rate (Rs.)	Amount (Rs.)
1	PASSENGER LIFT			
2	Approved Make : MITSUBISHI, THYSSEN KRUPP, KONE, OTIS, SCHINDLER			
	Supply, Installation, Testing & Commissioning of passenger lift.	1		
	1. Type of lift - Automatic MRL, 2. No. Of lift - 01, 3. Grouping - Simplex Type, 4. Hoistway Dimension - 2000mm W*2700mm D, 5. Capacity/Load - 10 person, 6. No. Of stops - Ground + 3, 7. Speed - 1 mps(approx.), 8. Overhead Height - 6500 (approx.), 9 Pit Depth - 1350 (approx.), 10. Lift Cabin/Car size - 1300mm W*1350mm D* 2200mm H (approx.), 11. Clear Entrance size/door size - 800mm W*2000mm H (approx.), 12. Car Finish - Stainless Steel, 13. Door - Stainless Steel. 14. Floor to Floor - Vinyl Tiles, 15. Safety Features (a) Automated Rescue Device - yes (b) Load Weighting Device - yes (c) Fireman Service Feature - yes also including related Civil & Electrical works.			
	TOTAL			

NOTE: The agency shall quote their rates inclusive of GST, all taxes, transportation, civil works, electrical works complete. The agency submit their bid in the prescribed format, no other format shall be consider, incase tender shall be rejected.

Signature & Seal of Bidder.....

Name

Business Address

Place:

Date: