

E-TENDER DOCUMENT

for

Comprehensive maintenance of passenger lifts installed at Lecture Theaters (LT-1, LT-2<-3), GRTA and Deptt. of Mechanical Engineering (LT-1 Lift No. 52NY5204, LT-2 Lift No. 52NY5206, LT-3 Lift No. 52NY5202, GRTA Lift No 52NY5203 and Mechanical Engineering Lift No 52NT0098) in IIT(BHU), Varanasi.

Tender No.: IIT(BHU)/IWD/Lift/2019-20/ET-03/604

Tender Date: 27.06.2019

Last Date of Submission of bids: 18.07.2019

Tender Opening date: 19.07.2019



**Indian Institute of Technology
(Banaras Hindu University)
Varanasi-221005**

E-mail: office.iwd@iitbhu.ac.in

ABSTRACT OF COST

NAME OF WORK:- Comprehensive maintenance of passenger lifts installed at Lecture Theaters (LT-1, LT-2<-3), GRTA and Deptt. of Mechanical Engineering (LT-1 Lift No. 52NY5204, LT-2 Lift No. 52NY5206, LT-3 Lift No. 52NY5202, GRTA Lift No 52NY5203 and Mechanical Engineering Lift No 52NT0098) in IIT(BHU), Varanasi.

Sl. No.	Details of Sub-Head	Amount (in Rs.)
1	Lift Maintenance Work	571000.00
	Say	571000.00

This NIT containing pages 52 as per Index amounting to Rs. 571000.00 is hereby approved.

Sd-
Superintending Engineer (IWD)
IIT (BHU) Varanasi

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It is certified that this document contains total 52 pages.

Sd-
Superintending Engineer (IWD)
IIT (BHU) Varanasi



भारतीय
प्रौद्योगिकी
संस्थान
काशी हिन्दू विश्वविद्यालय



INDIAN
INSTITUTE OF
TECHNOLOGY
BANARAS HINDU UNIVERSITY

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NOTICE INVITING TENDER

(INVITATION FOR BIDS)

Online bids are invited from OEM OTIS or authorized by OEM OTIS for AMC of the following:

S. No.	Tender no.	Specifications & quantity of the item	Earnest Money Deposit (EMD)
1.	IIT(BHU)/IWD/Lift/2019-20/ET-03/604 Dated 27.06.2019	Name of the Project: OEM OTIS or Authorized by OEM OTIS for comprehensive maintenance of passenger lifts installed at Lecture Theatres (LT-1, LT-2<-3), GRTA and Deptt. of Mechanical Engineering (LT-1 Lift No. 52NY5204, LT-2 Lift No. 52NY5206, LT-3 Lift No. 52NY5202, GRTA Lift No 52NY5203 and Mechanical Engineering Lift No 52NT0098) in IIT(BHU), Varanasi <i>Estimated Cost Rs. 571000.00</i> 1. Eligibility Criteria (Cover-1) 2. Financial Bid (Cover-2)	Rs. 14,500.00

- Interested eligible Bidders may obtain further information from IIT(BHU) website: <https://iitbhu.ac.in/tenders> or from Central Public Procurement Portal (CPPP) <https://eprocure.gov.in/eprocure/app>.
- Intending bidders are advised to visit IIT (BHU) website <https://iitbhu.ac.in/tenders> and CPPP website <https://eprocure.gov.in/eprocure/app> regularly till closing date of BID submission of tender for any corrigendum / addendum/ amendment.
- Earnest Money Deposit is to be submitted in the form of DD/FDR as per details mentioned in the critical data sheet. Bidders are required to submit the scan copy of payment receipt details of Tender fees and EMD at the time of Bid uploading.

CRITICAL DATA SHEET

Name of Organization	Indian Institute of Technology (BHU), Varanasi
Tender Type (Open/Limited/EOI/Auction/Single)	Open
Tender Category (Services/Goods/Works)	Maintenance
Type/Form of Contract (Work/Supply/ Auction/ Service/ Buy/ Empanelment/ Sell)	Maintenance
Product Category (Civil Works/Electrical Works/Fleet Management/ Computer Systems)	Electrical works
Date of Issue/Publishing Original Tender	27.06.2019 (15:00 Hrs)
Document Download Start Date	27.06.2019 (15:00 Hrs)
Document Download End Date	18.07.2019 (15:00 Hrs)
Last Date and Time for Uploading of Bids	18.07.2019 (15:00 Hrs)
Date and Time of Opening of Bids	19.07.2019 (15:30 Hrs)
Tender Fee	Rs. 1000.00 + Rs. 180.00 (GST @ 18%) = Rs. 1180.00 (To be paid through RTGS/NEFT) as per the following details: Name of Account - Registrar, IIT(BHU) Name of the Bank - State Bank of India Name of Branch - IT, BHU, Varanasi Account No. - 32778803937 IFSC Code - SBIN0011445 (The proof of payment must be uploaded in cover-1)
EMD	Rs. 14,500.00 to be paid in the form of DD/FDR in the name of Registrar, IIT(BHU), Varanasi, payable at VARANASI. (Scanned copy of DD/FDR to be uploaded in cover-1) (Original to be submitted in cover- 1 alongwith eligibility criteria documents)
No. of Covers (1/2/3/4)	02
Bid Validity days (180/120/90/60/30)	180 days (From last date of opening of tender)
Address for Communication	The Chairman (IWC), Institute Works Department, IIT(BHU), Varanasi – 221005, U.P.
Email Address	office.iwd@iitbhu.ac.in & aecivil.iwd@iitbhu.ac.in

INSTRUCTIONS FOR ONLINE BID SUBMISSION

As per the directives of Department of Expenditure, this tender document has been published on the Central Public Procurement Portal ([URL:http://eprocure.gov.in/eprocure/app](http://eprocure.gov.in/eprocure/app)). The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at: <http://eprocure.gov.in/eprocure/app>.

1. Registration

1. Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <http://eprocure.gov.in/eprocure/app>) by clicking on the link “Click here to Enroll”. Enrolment on the CPP Portal is free of charge.
2. As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
3. Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
4. Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify/TCS/nCode/eMudhra etc.), with their profile.
5. Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSCs to others which may lead to misuse.
6. Bidder then logs in to the site through the secured log-in by entering their user ID/password and the password of the DSC/eToken.

2. Searching for Tender Documents

1. There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, organization name, location, date, value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as organization name, form of contract, location, date, other keywords etc. to search for a tender published on the CPP Portal.
2. Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective ‘My Tenders’ folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
3. The bidder should make a note of the unique Tender ID assigned to each tender; in case they want to obtain any clarification / help from the Helpdesk.

3. Preparation of Bids

1. Bidder should take into account any corrigendum published on the tender document before submitting their bids.
2. Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.

3. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF formats. Bid documents may be scanned with 100 dpi with black and white option.
4. To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use “My Space” area available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

4. Submission of Bids

1. Bidder should log into the site well in advance for bid submission so that he/she upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
2. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
3. Bidder has to select the payment option as “on-line” to pay the tender fee / EMD as applicable and enter details of the instrument. Whenever, EMD/Tender fees is sought, bidders need to pay the tender fee and EMD separately on-line through RTGS.
4. A standard BoQ format has been provided with the tender document to be filled by all the bidders.

Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.

5. The server time (which is displayed on the bidders’ dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
6. All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128-bit encryption technology. Data storage encryption of sensitive fields is done.
7. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
8. Upon the successful and timely submission of bids, the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
9. Kindly add scanned PDF of all relevant documents in a single PDF file of compliance sheet.

5. Assistance to Bidders

1. Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.

2. Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The contact number for the helpdesk is 1800 233 7315

6. General Instructions to the Bidders

1. The tenders will be received online through portal <http://eprocure.gov.in/eprocure/app> . In the Technical Bids, the bidders are required to upload all the eligibility criteria documents in **.pdf format**.
2. Possession of a Valid Class II/III Digital Signature Certificate (DSC) in the form of smart card/e-token in the company's name is a prerequisite for registration and participating in the bid submission activities through <https://eprocure.gov.in/eprocure/app>. Digital Signature Certificates can be obtained from the authorized certifying agencies, details of which are available in the web site <https://eprocure.gov.in/eprocure/app> under the link “Information about DSC”.
3. Tenderer are advised to follow the instructions provided in the ‘Instructions to the Tenderer for the e-submission of the bids online through the Central Public Procurement Portal for e Procurement at <https://eprocure.gov.in/eprocure/app>.

**INFORMATION AND INSTRUCTIONS TO BIDDERS FOR TENDERING FORMING
PART OF BID DOCUMENT AND TO BE POSTED ON WEBSITE**

INSTITUTE WORKS DEPARTMENT, NIT

1. IWC, IIT(BHU) invites the online percentage rate Bids from OEM OTIS or authorized by OEM OTIS for the following work:

OEM OTIS or Authorized by OEM OTIS for comprehensive maintenance of passenger lifts installed at Lecture Theaters (LT-1, LT-2<-3), GRTA and Deptt. of Mechanical Engineering (LT-1 Lift No. 52NY5204, LT-2 Lift No. 52NY5206, LT-3 Lift No. 52NY5202, GRTA Lift No 52NY5203 and Mechanical Engineering Lift No 52NT0098) in IIT(BHU), Varanasi

The enlistment of the contractors should be valid on the last date of submission of bids. (Self-Certified copy of currently valid enlistment certificate to be uploaded as proof along with other eligibility criteria)

- 1.1 The work is estimated to cost Rs. **5,71,000.00**. The estimate, however, is given merely as a rough guide).
- 1.2 Intending bidder is eligible to submit the bid provided, if he has definite proof from the appropriate authority, which shall be to the satisfaction of the competent authority, of having satisfactorily completed similar works of magnitude specified below:
- 1.3 To become eligible for tender, the contractor shall have to furnish an affidavit on a non-judicial stamp paper of Rs. 10.00 as under:**

I/We undertake and confirm that eligible similar works(s) has/have not been got executed through another bidder on back to back basis. Further that, if such a violation comes to the notice of Indian Institute of Technology (BHU), then I/we shall be debarred for tendering in IWC, IIT(BHU) in future forever. Also, if such a violation comes to the notice of Indian Institute of Technology (BHU) before the date of start of work, the SUPERINTENDING ENGINEER-IWD, IIT(BHU) shall be free to forfeit the entire amount of Earnest Money Deposit/Performance Guarantee. **(Scanned copy of affidavit to be uploaded in cover-1)**

2. Agreement shall be drawn with the successful bidder on prescribed Format.
3. The time allowed for carrying out the work will be **12 Months (360 Days)** from the date of start as defined in schedule 'F' or from the first date of handing over of the site, whichever is later, in accordance with the phasing, if any, indicated in the Published documents.
4. The site for the work is available for start of the work.
5. The Published document consisting of plans, specifications, the schedule of quantities of various types of items to be executed and the set of terms and conditions of the contract to be complied with and other necessary documents except Standard General Conditions of Contract Form can be seen/downloaded from website www.eprocure.gov.in or www.iitbhu.ac.in
6. While submitting the bids, bidder can revise the rate, but before last date and time of submission of bids as notified. In this case, the last submitted bid before the last date and time will only be considered.
7. **a) Earnest Money of Rs. 14,500.00** shall be paid in the form of Banker's cheque/ Demand

Draft / Fixed Deposit Receipt (**drawn in favor of Registrar, IIT(BHU), Varanasi, payable at Varanasi**) of any Scheduled Bank. The same shall be submitted along with technical bid in Cover-1 and scanned copy uploaded with cover-1.

b) Tender processing fees Rs. 1000.00 + Rs. 180.00 (GST @ 18%) = Rs. 1180.00 shall be paid online as per details given in critical data sheet and details of online transaction ID i.e. UTR number to be uploaded with cover-1.

Proof of online submission of tender processing fees, EMD & Eligibility criteria document like work experience, financial turn over certificate, Affidavit in original, Solvency certificate in original and any other documents mentioned in relevant clauses above, shall be placed in single sealed envelope superscripted as (**Cover-1 “Cost of Tender Document, E.M.D. & Eligibility criteria documents”**) with name of work and due date of opening of the Tenders mentioned thereon and submitted in office of IWD before the last date & time of submission of bid. **The scanned copies of above-mentioned documents shall be uploaded under cover-1 on the e-tendering website.**

All the documents for cover-1 shall be placed in an envelope with due mention of Name of work, date & time of opening of Tenders and is to be submitted in the office of SUPERINTENDING ENGINEER, IWD, IIT(BHU), Varanasi on or before 03:00 PM 18.07.2019. The documents submitted shall be opened at 03:30 PM on 19.07.2019. Kindly note that in case of any discrepancy regarding uploaded documents in cover-1 and physically submitted documents in the office, the uploaded documents shall be considered as final.

Kindly note that no financial bid in physical format is to be submitted with cover-1 in the office of IWD, IIT(BHU). Financial bid is to be uploaded under cover-2 only on the e-tendering website.

Online Financial Bids submitted by intending bidders shall be opened only of those bidders, whose Earnest Money deposit, tenders processing fees and other documents placed in the envelop (Cover-1) and uploaded on e-tendering website under cover-1 are found in order and are found eligible.

8. The bid submitted shall become invalid and cost of bid & tender processing fee shall not be refunded if:
 - (i) The bidder is found ineligible.
 - (ii) The bidder does not provide all the documents (including PAN No., GST registration etc.) as stipulated in the bid document.
9. The bidder whose bid is accepted will be required to furnish performance bank guarantee of 5% (Five Percent) of the tender amount within the 15 days of issue of letter of acceptance. This guarantee shall be in the form of Demand Draft of any scheduled bank or Fixed Deposit Receipts or Guarantee Bonds of any Scheduled Bank or the State Bank of India in accordance with the prescribed form. In case the bidder fails to deposit the said performance guarantee within the period as indicated, the Earnest Money deposited by the bidder shall be forfeited automatically without any notice to the bidder.
10. Intending bidders are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their bids as to the nature of the ground and sub-soil (so far as is practicable), the form and nature of the site, the means of access to the site, the accommodation they may require and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their Tender. A bidder shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charge consequent upon any misunderstanding or otherwise shall be allowed. The bidder shall be responsible for arranging and maintaining at his own cost all materials, tools & plants, water, electricity access, facilities for workers and all other services required for executing the work unless otherwise specifically provided for in the contract

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

11. The competent authority on behalf of the Institute does not bind itself to accept the lowest or any other Tenders and reserves to itself the authority to reject any or all the Tenders received without the assignment of any reason. All Tenders in which any of the prescribed condition is not fulfilled or any condition including that of conditional rebate is put forth by the bidder shall be summarily rejected.
12. Canvassing whether directly or indirectly, in connection with bidders is strictly prohibited and the Tenders submitted by the bidders who resort to canvassing will be liable to rejection.
13. The competent authority on behalf of Institute reserves to himself the right of accepting the whole or any part of the bid and the bidders shall be bound to perform the same at the rate quoted.
14. The bidder shall not be permitted to tender for works in the IWC, if his near relative is posted as an officer in any capacity between the grades of Chairman (IWC) and Junior Engineer (both inclusive). Any breach of this condition by the bidder would render him liable to be removed from the Tendering process.
15. No Engineer of gazetted rank or other Gazetted Officer employed in Engineering or Administrative duties in an Engineering Department of the Government of India is allowed to act as a bidder within a period of one year after his retirement from Government service, without the previous permission of the Government of India in writing. This contract is liable to be cancelled if either the bidder or any of his employees is found any time to be such a person who had not obtained the permission of the Government of India as aforesaid before submission of the tender or engagement in the bidder's service.
16. The bid for the works shall remain open for acceptance for a period of 180 days from the date of opening of financial bids. If any bidder withdraws his bid before the said period or issue of letter of acceptance, whichever is earlier, or makes any modifications in the terms and conditions of the bid which are not acceptable to the Indian Institute of Technology(BHU), then the Indian Institute of Technology(BHU), without prejudice to any other right or remedy, be at liberty to forfeit of the said earnest money as aforesaid. Further the bidders shall not be allowed to participate in the re-bidding process of the work.
17. The notice inviting bid shall form part of the contract document. The successful bidder, on acceptance of his bid by the Accepting Authority, have to sign the contract consisting of "The Notice Inviting bid, all the documents including Special Conditions, General Specifications/ Particular Specifications and drawings, if any, forming part of the bid as submitted at the time of invitation of bid and the rates quoted online at the time of submission of bid and acceptance thereof together with any correspondence leading thereto. Within 15 days from the stipulated date of start of the work.

18. Composite Tender

18.1. The SUPERINTENDING ENGINEER is calling this bid for the composite work. The Earnest money is fixed with respect to the combined estimated cost put to Tender for the composite tender.

18.2. The bid document is including following components:

Part A: **IWD FORM-1** including schedule A to F for the major component of the work, Standard General Conditions of Contract.

Part B:- General / specific conditions, general technical specifications along with list of Makes. If there is any material not available as per list of makes, bidder has to inform in priority to Architects/owner for approval.

Part C: Schedule A to F for minor component of the work. (SUPERINTENDING ENGINEER of major component shall also be competent authority under clause 2 and clause 5 as mentioned in schedule A to F for major components)

Part D:- Schedule of quantities applicable..

Part E:- Design and Drawings.

Part F:- Composite bill of quantities.

- 18.3 The eligible bidders have to quote rates for all items given in the bill of quantity.
- 18.4 After acceptance of the bid by competent authority, the SUPERINTENDING ENGINEER shall issue letter of award on behalf of the Institute. After the work is awarded, the bidder will have to enter into one agreement with SUPERINTENDING ENGINEER.
- 18.5 Entire work under the scope of composite tender including major and all minor components shall be executed under one agreement.
- 18.6 Security Deposit will be worked out separately for each component corresponding to the quoted/accepted cost of the respective component of works. The Earnest Money will become part of the security deposit of the respective projects under the head Mega projects in ratio of the corresponding estimated value of these projects.
- 18.7 The bidder may associate agency(s) for minor component(s) conforming to eligibility criteria as defined in the tender document and has to submit detail of such agency(s) to SUPERINTENDING ENGINEER. Name of the agency(s) to be associated shall be approved by SUPERINTENDING ENGINEER. Before engaging such associate agencies, bidder has to inform to SUPERINTENDING ENGINEER along with his past experience and all credential's and got the approval of the same from the SUPERINTENDING ENGINEER.
- 18.8 In case the bidder intends to change any of the above agency/ agencies during the operation of the contract, he shall obtain prior approval of respective SUPERINTENDING ENGINEER. The new agency/ agencies shall also have to satisfy the laid down eligibility criteria. In case SUPERINTENDING ENGINEER is not satisfied with the performance of any agency, he can direct the bidder to change the agency and this shall be binding on the bidder.
- 18.9 The main bidder has to enter into agreement with bidder(s) associated by him for execution of minor component(s). Copy of such agreement shall be submitted to Engineer-in-charge In case of change of associate bidder, the main bidder has to enter into agreement with the new bidder associated by him.
- 18.10 The composite work shall be treated as complete when all the components of the work are complete. The completion certificate of the composite work shall be recorded by Engineer-in-charge of major component after record of completion certificate of all other components.
- 18.11 Final bill of whole work shall be finalized by IWC.
- 18.12 It will be obligatory on the part of the bidder to sign the tender documents for all components before the first payment is released.

Sd-
SUPERINTENDING ENGINEER
INSTITUTE WORKS DEPARTMENT
INDIAN INSTITUTE OF TECHNOLOGY(BHU)

List of Documents to be scanned and uploaded under cover-1 on e-tendering website and submitted up to the last date and time mentioned above in sealed cover-1 in office of IWD, IIT(BHU):

- a) Documents clearly stating the registration status of bidder with OEM OTIS or authorized by OEM OTIS AMC.
- b) Documents regarding legal status of firm and written power of attorney of the signatory.
- c) Self certified copy of work orders alongwith work completion certificate as per eligibility criteria.
- d) Qualifications and experiences of key site management, technical personnel proposed for the contract.
- e) Solvency certificate from bank and scanned copy of DD/FDR for EMD.
- f) Affidavit as per 1.3 and proof of submission of tender processing fee.
- g) No loss certificate, turnover from CA, GST registration certificate, PAN card ESI, EPF etc.

List of documents to be uploaded upto the last date & time mentioned above in cover-2 (Financial Bid):

- a) Duly filled in priced BoQ.
- b) Duly signed and scanned copy of priced BoQ in PDF format.

(Kindly note that no physical submission of duly filled in BoQ is required and it is to be uploaded only on e-tendering website).

**Sd-
SUPERINTENDING ENGINEER
INSTITUTE WORKS DEPARTMENT
IIT(BHU) VARANASI**

A: GENERAL INSTRUCTIONS

1.0 Scope of Tender.

1.1 Indian Institute of Technology (BHU) (referred to as Owner in these documents) invites Tenders for **OEM OTIS or Authorized by OEM OTIS for comprehensive maintenance of passenger lifts installed at Lecture Theaters (LT-1, LT-2<-3), GRTA and Deptt. of Mechanical Engineering (LT-1 Lift No. 52NY5204, LT-2 Lift No. 52NY5206, LT-3 Lift No. 52NY5202, GRTA Lift No 52NY5203 and Mechanical Engineering Lift No 52NT0098) in IIT(BHU), Varanasi**

(As defined in these documents and referred to as “the works”) detailed in the table given in the Notice Inviting Tenders (NIT).

1.2 The successful Bidder shall complete the works within the completion date specified in the Notice Inviting Tenders (NIT).

2.0 Non-Association / Relation

2.1 All Bidders shall provide in the bid tender and Qualification Information, a statement that the Bidder is not associated, nor has been associated in the past, directly or indirectly, with the IIT(BHU) or any other entity that has prepared the design, specifications, and other documents for the Project.

3.0 Qualification of the Bidder

3.1 All Bidders shall provide tender qualification information.

3.2 All Bidders shall include the following information by submitting relevant documents and certificate with their tenders:

The Bidder must be registered with the GST Department and should submit the registration certificate of GST, ESI, PF, labour license etc.

4.0 Cost of tendering

4.1 The Bidder shall bear all costs associated with the preparation and submission of his tender, and the Owner will in no case be responsible and liable for those costs.

4.2 The Bidder, at its own responsibility and risk is encouraged to visit and examine the Site of Work and its surroundings and obtain all information that may be necessary for preparing the tender. The costs of visiting the Site shall be at the Bidder’s own expense.

B: DOCUMENTS INVITING TENDERS

5.0 Invitation

5.1 Tenders are hereby invited on behalf of Indian Institute of Technology (BHU).

6.0 Contents of documents as mentioned in the relevant clauses mentioned.

The Bidder shall be deemed to have examined all instructions, forms, terms, and specifications in the Documents. Failure to furnish the information required in the Tender Document or submission of a Bid not substantially responsive to the Tender Documents in every respect will be at the Bidder's risk and may result in the rejection of the bid.

The several documents forming the contract are to be taken as mutually explanatory of one another, detailed drawings being followed in preference to small scale drawing and figured dimensions in preference to scale and Special Conditions in preference to General Conditions.

In case of any discrepancy between the Schedule of Quantities, the specifications and/ or the drawings, given in the tender document the following order of preference shall be observed:

Description of Schedule of Quantities.

Particular Specification and Special condition, if any.

IWD specification.

Latest edition Indian Standard Specifications of B. I. S.

7. Amendment of Tendering Documents

7.1 Before the deadline for submission of bids, the Indian Institute of Technology (BHU) may modify the Tender documents by issuing addenda/corrigendum.

7.2 Any addendum thus issued shall be part of the Tendering documents and shall be submitted on Tendering website www.eprocure.gov.in and Institute website www.iitbhu.ac.in.

7.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their Publish s, the enlisted may extend if necessary, the deadline for submission of tenders.

C: PREPARATION OF DOCUMENT

8. Earnest Money Deposit (EMD)

EMD amounting to **Rs. 14,500.00** in the form of a bankers cheque or demand draft/F.D.R in favour Registrar, IIT(BHU) payable at Varanasi must accompany each bid. **Bids not accompanying with EMD and unconditional acceptance letter will be summarily rejected.**

The EMD of the unsuccessful Bidders will be discharged / returned within Thirty (30) days from the date of opening of the bids. The EMD of the successful Bidder shall be converted as Security deposit.

The EMD may be forfeited: if the Bidder withdraws his bid during the validity period of the bid; or in case of a successful Bidder, if the Bidder fails to sign the contract or furnish performance security.

9.0 Period of validity of bid

The bids shall remain valid for a period of 180 days after the date of opening of bid. A bid valid for a shorter period, shall be rejected by the Indian Institute of Technology (BHU) as non-responsive and the EMD paid along with it will be forfeited.

10. Language of Bid

10.1 The document shall be written in English language. The total amount should be written in the same language.

11.0 Document comprising the E-Tender

11.1 No page of this tenders document shall be removed and the set must be submitted as it is. Each page of the tenders document form is to be signed by the Bidder and must bear the Seal of the Company/Firm.

The tender submitted by the Bidder shall comprise as mentioned above in relevant sections:

12.0 Tender Prices

12.1 The contract shall be for the whole works as described in Sub-Clause 1.1 based on the priced Schedule of Quantities submitted by the Bidder.

12.2 The tender submitted on behalf of Company shall be signed by a person who has the proper legal authority on behalf of the Company to enter into the contract; otherwise, the bid is liable to be rejected. Each page of the tender document and each drawing accompanying is required to be signed by the authorized person submitting the bid, with the company seal as the token of their having examined and acquainted themselves with the General conditions of contract, drawings, specifications, special conditions of contract etc. The forms of tender are to be filled in completely. Any bid with any of the documents not signed is liable to be rejected.

12.3 The notation R.O. written against items of BOQ means ‘rate only’ and the bidder is to quote only unit rate in such cases.

- 12.4 The Bidder shall fill in the percentage rate/in rates for items of the Works described in the Schedule of Quantities along with total bidding price. **In case if the rates are not filled for any of the Items of Schedule of Quantities, in such cases the tender shall be summarily rejected.** Failure to comply with either of these conditions will make the bid liable for rejection.
- 12.5 The work shall be carried out by the Bidder in a manner complying in all respect with the requirement of relevant bye-laws/orders of the Local/Municipal bodies and pay all fees and charges which may be leviable at his own cost. The completion/ occupancy certificates including clearance from fire committee or any other statutory obligation shall be arranged by the bidder. Any official fees shall be paid by the Owner. All other cost of liasoning shall be borne by the bidder.
- 12.6 All duties, taxes, and other levies payable by the Bidder under the contract, or for any other cause, shall be included in the rates, prices and total Bidding Price submitted by the Bidder. Bidders must include in their rates, the cost of transportation of materials to site, **GST**, Cess as per Building & other construction workers cess act, excise duty, octroi, and any other tax and duty levied by the Central / State Government. None of the above taxes & levies will be entertained by the Owner and no tax exemption forms will be issued by the Owner. Bidder should also take a Group Insurance Policy for his Workmen, Supervisors and Engineers working on site for an adequate insurance cover. BHU shall not be responsible for any accident or happening of any untoward/unforeseen event involving workmen, labour, supervisor or engineer or any person directly or indirectly associated with the execution of work. The insurance policy to be obtained by the successful Bidder must be comprehensive and shall cover all associated risks (known and unknown).

NOTE: ALL RATES QUOTED BY THE BIDDER ARE INCLUSIVE OF ALL TAXES LIKE GST CESS AS PER BUILDING & OTHER CONSTRUCTION WORKERS CESS ACT.

OR ANY STATUTORY TAX APPLICABLE AS PER STATE GOVERNMENT.

- 12.7 The rates quoted in the tender shall include cost of electrical power supply, water supply, cost of all materials, labour, telephone rent and call charges, water and meter rent charges, electric charges, temporary electric wiring / lighting for execution of work at site, hire for any tools and plants, shed for materials, marking out and clearing of site, transportation complete in all respects. The rates quoted in the tender shall be treated as rated for finally completing the item of work.
- 12.8 The quantities furnished in the schedule of quantities are only probable quantities and are liable to alterations, by omission, deductions or additions to any extent at the discretion of Indian Institute of Technology (BHU). Payments will be regulated on the actual quantities of work done at accepted rates. Any item of work may be omitted from the schedule of quantities and may be awarded to another agency at any time / stage of the work.
- 12.9 Errors in the Schedule of Quantities shall be dealt with in the following manner:
- i In the event of a discrepancy between the rates quoted in words and the rates in figures, rate quoted in words shall be considered to be correct.

- ii In the event of an error occurring on account of arithmetical calculations the same shall be corrected according to rates written in words and quantities in B.O.Q.
 - iii All the errors in totaling in the amount column and in carrying forward the totals shall be corrected. The tender total shall be accordingly amended.
- 12.10 The calculations made by the bidder should be based upon quantities of the items of work which are furnished in the Schedule of Quantities, but it must be clearly understood that the contract is not a lump sum contract. The Owners do not in any way assure, represent or guarantee that the said probable quantities are correct or that the work would correspond thereto. The items of work irrespective of the quantities which may vary shall be carried out at the same accepted bidding e-tender rates and no escalation in the rates will be entertained whatsoever. Any item of work may be omitted from the schedule of quantities and may be awarded to another agency at any time / stage of the work.
- 12.11 The bidders must obtain for themselves on their own responsibility and their own expenses all the information which may be necessary, including risks, contingencies and other circumstances to enable them in making a proper bid and for entering into a contract, and must examine the drawings, specifications and conditions and inspect the site of the work, nature of the work, availability of power, water, shelter for workmen and all the matters pertaining thereto before submitting the bid. They can also get any clarifications required from the Owner, before tendering, by contacting them at their office during working hours.

13.0 Format and signing of Tender document

- 13.1 The bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Bidder. All pages of the tender where entries or amendments have been made shall be initialed by the person or persons signing the tender.
- 13.2 The tender shall contain no alterations or additions, except those to comply with instructions issued by the Owner, or as necessary to correct errors made by the Bidder, in which case such corrections shall be initialed by the person or persons signing the bid. **ANY CONDITIONAL BID WILL BE SUMMARILY REJECTED.**

D: MODE OF SUBMISSION OF BID DOCUMENT

14.0 Sealing and marking of bids.

- 14.1 All the document to be put in cover-1 should be scanned and uploaded under cover-1 on the e-tendering website.
- 14.2 All the envelopes/covers needed to be properly sealed by the bidder and shall indicate the name and address of the bidder.
- 14.3 If the envelopes/covers are not sealed and marked as above, the Owner will assume no responsibility for the misplacement of the bid document.
- 14.4 Financial/price bid is to be uploaded online only & no hard copy to be submitted.

15.0 Deadline for submission of bid:-

- 15.1 Any bid will not be received by the Indian Institute of Technology (BHU) after the deadline of submission of bids.

E: TENDER OPENING AND EVALUATION

16. Tender opening

The Owner along with Architect will open all the tenders received, on the date and the place specified in the NIT. In case of any unavoidable circumstances or unforeseen event on the specified date and time of tender opening, the bids will be opened at the appointed time and location on the next working day.

17. Clarification of Tenders

17.1 To assist in the examination, evaluation, and comparison of bids, the Owner/Architect may, at his discretion, ask any Bidder for clarification of his bid, including breakdowns of unit rates. The request for clarification and the response shall be in writing or by fax, but no change in the price or substance of the tendering shall be sought, offered, or permitted.

18. Examination of Bids and Determination of Responsiveness

18.1 Prior to the detailed evaluation of bids, the Owner will determine whether each bid (a) meets the eligibility criteria defined (b) has been properly signed and meets the requirements mentioned (c) is accompanied by the required securities and; (d) is responsive to the requirements of the tendering documents.

18.2 A responsive bid is one which conforms to all the terms, conditions, and specifications of the tendering documents, without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality, or performance of the Works; (b) which limits in any substantial way, inconsistent with the tender documents, the Indian Institute of Technology(BHU) rights or the Bidders' obligations under the contract; or (c) whose rectification would affect unfairly the competitive position of other Bidders presenting responsive bids.

18.3 If a bid is not responsive, it will be rejected by the Indian Institute of Technology (BHU), and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.

19. Correction of Errors

19.1 Bid determined to be substantially responsive will be checked by the Owner for any arithmetic errors. Errors will be corrected by Owner as follows:

Where there is a discrepancy between the rates in figures and in words, the rate in words will govern, and where there is a discrepancy between the unit rate and the item total resulting from multiplying, the unit rate as quoted will govern.

19.2 The amount stated in the tender will be adjusted by the owner in accordance with the above procedure for the correction of errors and shall be considered as Binding upon the Bidder. If the Bidder does not accept the corrected amount the tender will be rejected, and the EMD will be forfeited.

20. Evaluation and Comparison of Bids

- 20.1 The Owner along with Architect will evaluate and compare only the bids determined to be substantially responsive.
- 20.2 In evaluating the bids, the Owner along with Architect will determine for each bid the evaluated bids Price by adjusting the bid Price as follows:
- a) Making any correction for errors; or
 - b) Making an appropriate adjustments for any other acceptable variations, deviations; and
 - c) Making appropriate adjustments to reflect discounts offered.

- 21. The Owner reserves the right to accept or reject any variation, deviation, or alternative offer and other factors which are in excess of the requirement of the tender.**

F: AWARD OF TENDER

22. Award criteria

- 22.1 The acceptance of bid will rest with the Owner, which does not bind itself to accept the lowest bid and reserves to itself the authority to reject completely / partially, any or all of the bid/s received without the assignment of a reason.
- 22.2 The owner with recommendation from the Architect reserves to itself the right of accepting the whole or any part of the Bid and the Bidder shall be bound to perform the same at the rate quoted.
- 22.3 The Owner reserves to itself the right of omission of any item of work from the awarded tender at any time / stage during the execution of work and award the same to another agency / bidder.

23. Notification of award

The successful Bidder will be issued a Letter of Intent (LOI) by the Owner after recommendation from the Architect. The issuance of LOI shall not constitute an award of work.

24.0 Performance security

- 24.1 Within seven (7) days of the receipt of notification of award of work the successful Bidder shall furnish the performance security @ 5% of value of work in the form of Performance Bank Guarantee Format provided in the tender document. The Performance security shall be returned/refunded to the bidder on completion of the work and recording of the completion certificate.

25. Signing of contract form

- 25.1 On the acceptance of LOI and Performance Bank Guarantee of the successful Bidder that his tender has been accepted in writing, the Indian Institute of Technology (BHU) will send the Bidder the contract form provided in the document duly signed and sent along with the bid incorporating all agreements between the parties.

III. ARTICLES OF AGREEMENT

Articles of Agreement shall be as per Indian Institute of Technology (BHU), Varanasi.

FORM 'A'
FINANCIAL INFORMATION

1. Financial analysis – Details to be furnished duly supported by figures in balance sheet/ profit & loss account for the last three years duly certified by the Chartered Accountant, as submitted by the applicant to the Income Tax AUTHORITIES

YEARS

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- (i) Gross Annual Turnover on construction works
- (ii) Profit/Loss
2. Financial arrangements for carrying out the proposed work.
3. The following certificates are enclosed:
- (a) Audited Balance sheet.
- (b) Solvency certificate from Bankers of Applicant

Signature with Seal & Date

FORM 'B'
DETAILS OF KEY PERSONNEL

Sl. No	Name & Designation	Qualification	Experience	Nature of Works Handled	Date from which employed in your organisation

Note: Bidder may furnish the above information in separate sheet if the space is not sufficient.

GENERAL CONDITIONS OF CONTRACT
A: GENERAL

1.0 Definitions

1.1 In this contract, the following terms shall be interpreted as indicated:

- (a) “The Contract” means the agreement entered into between the Owner and the Bidder, as recorded in the contract form signed by the parties, including all the attachments and appendices thereto and all documents incorporated by reference therein.
- (b) “The Contract Value” means the amount payable to the Bidder under the contract for the full and proper performance of its contractual obligations.
- (c) “Contract Data” means any information provided in the tender document and agreed to by the Bidder.
- (d) “The Work” means all labour, materials, tools and plant, equipment including government taxes and transport, that may be required in preparation of and for and in the full and entire execution and completion of “the Work”.
- (e) “Services” means services ancillary to the execution of the work such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training and other obligations of the Bidder covered under the contract.
- (f) “GCC” means the General Conditions of Contract contained in this section.
- (g) “SCC” means the Special Conditions of Contract.
- (h) “The Owner” means the Indian Institute of Technology (BHU), Varanasi.
- (i) “The Owner” means the Owner/Project Management Consultant appointed by the Owner for preparing all the drawings, details and specifications of items required for the execution of the work and supervise and monitor the execution at site along with checking and verifying Bidder’s bill.

The Bidder shall offer the Engineer or any representative of Owner every facility and assistance for examining the works and materials. The Engineer or any representative of the Owner shall have power to give notice to the Bidder or to his staff, of non-approval of any work or materials and such work shall be suspended or the use of such materials shall be discontinued until the decision of the Owner. Such examinations shall not in any way exonerate the bidder from the obligations to remedy any defects which may be found to exist at any stage of the work or after the same is completed.

- (j) “The Bidder” means the individual or the firm executing the work.
- (k) “The Project Site” where applicable, means the place or places named in SCC.
- (l) “Day” means calendar day.

2.0 Interpretation and Application

- 2.1 These general conditions shall apply to the extent that provisions in other parts of the contract do not supersede them.
- 2.2 In interpreting these Conditions of Contract, singular also means plural, male also means female or neuter, and the other way around. Headings have no significance. Words have their normal meaning under the language of the Contract unless specifically defined. The Owner will provide instructions clarifying queries about the Conditions of Contract.
- 2.3 If sectional completion is specified in the Contract Data, references in the Conditions of Contract to the Works, the Completion Date, and the Intended completion date are for the whole of the Works.

3.0 Standards

- 3.1 The works executed by the Bidder should be carried out in most professional manner, both as regards material and otherwise, in every respect, in strict accordance with the Technical Specifications. All materials and workmanship shall so far as procurable be of the respective kinds described in the priced schedule of quantities and/ or specifications and in accordance with the Owner' instructions, and the Bidder shall upon the request of the Owner, furnish them with all invoices, accounts; receipts and other vouchers to prove that the material procured complies therewith. When no applicable standard is mentioned, the work shall be carried out as per the directions of the Owner. The Bidder shall at his own cost arrange for and/or carry out any test of materials which the Owner may require. In case of discrepancies in tender wording as regards the specifications of materials workmanship etc., written instructions will supersede the tender wording unless otherwise mentioned.
- 3.2 The Owner/Owner in their absolute discretion from time to time shall issue further drawings and/ or written instructions, details, directions and explanations which are hereafter collectively referred to as "the Owner's instructions" in regard to: -
- a. The variation or modification of the design quality or quantity of works or the addition or omission or submission on any work.
 - b. Any discrepancy in the drawings or between the schedule of quantities and / or drawings and /or specifications/ dimensions etc.
 - c. The removal and / or re-execution of any works executed by the Bidder.
 - d. The removal from the site of any materials brought thereon by the Bidder and the substitution of any other materials therefore / or rejection of the material brought on site.

4.0 Use of Contract Documents and Information

- 4.1 The Bidder shall not, without the Owners' prior written consent, disclose the contract or any provision thereof, or any specifications, plan, drawing, pattern, sample or information furnished by or on behalf of the Owner in connection therewith, to any person other than a person employed by the Bidder in performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far, as may be necessary for purposes of such performance.
- 4.2 The Bidder shall not, without the Owner's prior written consent make use of any document or information enumerated in Para 4.1 except for the purposes of performing the contract.

4.3 All documents included but not limited to contract agreement shall remain the property of the Owner and shall be returned (in all copies) to the Owner on completion of the Bidder's performance under the contract, if so, required by the Owner.

5.0 Owner's Decisions

5.1 Except where otherwise specifically stated, the Owner will decide contractual matters between the Owner and the Bidder, in the role of representing the Owner.

6.0 Performance Security

6.1 Within 7 days after the Bidder's receipt of notification of award of the contract, the Bidder shall furnish performance security in the form of a bank guarantee to the Owner, of the amount specified in the Special Conditions of Contract.

6.2 The proceeds of the performance security shall be payable to the Owner as compensation for any loss or dues resulting from the Bidder's failure to complete its obligations under the contract.

6.3 The performance security shall be in one of following forms:

- a) A Bank Guarantee form provided in tender documents issued by a Nationalized/ Scheduled bank to the Owner.
- b) The performance security shall be discharged by the Owner and returned to the Bidder on completion of the work and recording of the completion certificate.

7.0 Programme and Reporting

7.1 The bidder shall furnish to the Indian Institute of Technology (BHU) a bar chart laying down weekly financial and physical targets to complete the project within stipulated time for approval within fifteen days from the date of receipt of notification of award. Weekly progress report shall be furnished to the SUPERINTENDING ENGINEER, Indian Institute of Technology (BHU) showing the progress.

7.2 The bidder must submit every week the following information to the Owner in writing:

- i. Number of men employed; trade wise;
- ii. Progress achieved;
- iii. Expected dates for completion of work;
- iv. Any actual or potential delay in completion schedule.

8.0 Assignment and Sub-contracting

8.1 The whole of the works included in the Contract shall be executed by the bidder and the bidder shall not directly or indirectly transfer, assign or underlet the contract or any part, share or interest therein without the written consent of the Owner.

8.2 No sub-contracting shall relieve the Bidder from the full and entire responsibility of the Contract or from the active superintendence of the work during their progress.

9.0 Bidder to provide everything necessary for proper execution of work

9.1 The Bidder shall provide everything necessary for the proper execution of the works according to the intent and meaning of the drawings, priced schedule of quantities and specifications taken together whether the same may or may not be particularly shown or

described therein provided that the same can reasonably be inferred there from. If the Bidder finds any discrepancy therein, he shall immediately and in writing refer the same to the Owner whose decision shall be final and binding. Further, if any sample(s) of material(s), fittings, fixtures or finished item(s), to be used in the construction work, has/have been called for from the bidder, no work related to it/these shall be executed unless the same has/ have been approved by the Owner failing which no payment shall be made to the bidder on this account. Any sample, duly approved by the Owner shall become part of the supply to be used in “the works”.

- 9.2 The Bidder shall arrange for water & power supply at site at his cost for the entire work. The water to be used for construction shall be free from excessive salts and minerals that are harmful to the construction work. Making arrangement of water good for construction either through external supply or through treatment at site shall be entirely the responsibility of the Bidder. The Bidder shall on demand of the Owner / Owner get any random water samples tested at the approved testing laboratories. No extra payment shall be made for arranging water good for construction under any circumstances. No excuse for / of Municipal water / electric supply shall be entertained. The bidder shall ensure provision of electricity by generator and water by tanker transport if necessary. No claim shall be entertained on this account. In case the same will be provided by the Owner at any stage, then water/electricity charges shall be deducted from the Bidders running bills as per actual metered consumption.
- 9.3 The Bidder shall supply fix and maintain at his cost, during the execution of any works, all the necessary power supply, water supply, centering, scaffolding, watching and lighting by night as well as by day, required not only for the proper execution but also for protection of the public and the safety of any adjacent roads, streets, pavements, walls houses, building and other erections, matters or things. The Bidder shall take down and remove any or all such centering, scaffolding, staging, planking, timbering, strutting, shoring pumping, fencing, hoarding, watching and lighting by night as well as by day, required not only for the proper execution but also for protection of the public and the safety of any adjacent roads, streets, pavements, walls houses, building and other erections matters or things. The bidder shall take down and remove any or all such centering, scaffolding, staging, planking, timbering, strutting, shoring etc. as occasion shall require or when ordered so to do so and shall fully reinstate and make good all matters and things disturbed during the execution of the works, to the satisfaction of the Owner.
- 9.4 Throughout the execution of the work, the Bidder or his representative duly authorized and fully responsible and technically conversant with the work under this agreement, acting on his behalf shall be available at the site for supervising the work. The Bidder shall make adequate arrangements for watchmen to guard the materials brought by them to the site and shall ensure the safety, breakage and any theft of materials fixed or unfixed by him. Any material, T & P brought to the site for bonafide use of the Project shall not be removed/ shifted from the site without the prior written permission of the Engineer/Owner.
- 9.5 The bidder has to provide at his cost leveling pipe, steel/ metallic tapes etc. required by the supervising staff of the Owner's/Owner' representative during execution of the work.
- 9.6 Whenever required by the Owner the Bidder shall provide shop drawings / details before execution of work and get them approved by the Owner.
- 9.7 Wherever the specifications of any item indicate the usage of approved equivalent of any material, the Bidder shall get the sample of the equivalent material approved from the Owner

before execution. The approval of the equivalent material is entirely at the discretion of the Owner.

10.0 Infrastructure:

10.1 For storage of materials, bidder has to provide at his own cost sufficient fenced and covered appropriate area on site for storage of above materials with lock and key arrangement. For arranging meetings suitable sized table and chairs shall be provided by Bidder. Temporary space shall be provided to the Bidder for construction of stores for storage of materials /site office/ labour hutments for the project period.

11.0 Site Establishment

The bidder shall provide all stores, workmen and materials. All materials likely to deteriorate in the open shall be stored under suitable cover.

The security of the bidder's equipment and materials is his own responsibility. The Owner accepts no liability for loss or damage to the bidder's plant tools or materials.

The materials issued to the bidder by the Owner will remain under the custody of bidder as a trustee. However, title on the same will remain with the Owner. The bidder will be responsible for loss or damage to such materials and shall preserve them in good working conditions as required for the contract and good construction practices till such time that they are incorporated in the works and erected, aligned and fully installed in position and handed over to the Owner. In case the Owner feels that arrangements made by the bidder are not adequate he shall so advise the bidder and the bidder shall promptly take corrective action. In case the bidder fails to take corrective action, Owner shall take such corrective actions and recover the cost thereof from the bidder's bills. Accounts of such material on completion of work shall be rendered and surplus material returned to the Owner as per instructions of Owner.

The bidder shall clear away periodically or as instructed by Owner any rubbish, scrap materials, etc. and dump the same in the authorized dump sites notified by local authority/area indicated by the Owner. All construction materials shall be neatly stacked in an orderly manner as directed by the Owner and care shall be taken to allow proper access to workmen and easy movement of men, vehicles, cranes and materials.

The bidder shall maintain all the drawings carefully mounted on the board of appropriate size and well protected from the ravages of weather, termites and other insects.

The bidder shall not permit the entry to the site of any person not directly connected/concerned with the work without first having obtained the written permission of Owner.

The bidder shall submit a list of plants, equipments, tools, tackles, etc. which he will use, to perform the work. These tools, etc. shall not be removed from the site till the completion of job. A gate pass must be obtained from the Indian Institute of Technology (BHU), chief proctor office, in order to remove from site any plant equipment, tools and materials.

All items such as instructions and other pertinent data regarding erection/commissioning and maintenance should be typed and classified for transmittal in a manner approved by the Owner.

For all employees of Owner, the bidder shall conform for no misconduct from any of his workforce, failure of this will be sufficient cause for removal of such person from the site.

12.0 Messing & Accommodation

12.1 The bidder will make his own arrangements for messing and accommodation. No accommodation and messing shall be provided by the Owner.

13.0 Procurement, Consumption and Storage of Materials

13.1 The bidder shall at his own expenses, provide all materials including cement & steel required for the works. Adequate stocks of all materials required for the work are to be maintained at site. No material (unless as provided elsewhere in this document) shall be supplied by the Owner.

13.2 All materials to be provided by the bidder shall be in conformity with the detailed specifications laid down in the contract and the bidder have to prove that the materials conform to the laid down specifications, if requested by the Indian Institute of Technology (BHU).

13.3 All materials required for execution of work must be got approved by the site representative of the Owner before they are actually put to use. All facilities for prior inspection of materials and subsequent inspection of work by the Site Engineer must be made available.

13.4 The bidder shall, at his own expenses and without delay, supply to the Owner samples of materials proposed to be used in the work. The Owner shall within seven days of supply of samples, or within such further period as Owner may require and intimate the bidder in writing, whether samples are approved by Owner, or not. If samples are not approved, the bidder shall forthwith arrange to supply, for their approval, fresh samples complying with the specification laid down in the contract.

13.5 The Owner shall have full powers to require removal of any or all the materials brought to site by the bidder which are not in accordance with the contract specifications or do not conform in character or quality to the samples approved Owner. In case of default on the part of the bidder in removing rejected materials, the Owner shall be at liberty to have them removed by other means. The Owner shall have full powers to direct other proper materials to be substituted for rejected materials and in the event of the bidder refusing to comply. Owner may cause the same to be supplied by other means. All risks and costs which may attend upon such removal and/or substitution shall be borne by the bidder.

13.6 Bidder shall be responsible for procurement of all materials/equipments etc. No delay due to non-availability of any material equipment will be entertained by Owner.

14.0 Method of storing the materials

14.1 The bidder shall at his own cost, provide for all necessary storage on the site in specified areas for all materials such as steel, cement and such other materials which are likely to deteriorate by the action of sun, wind, rain, dampness or other natural causes due to exposure in the compounds or in stores in such a manner that all materials, tool etc. shall be duly protected from damage by weather or any other cause.

14.2 Materials required for the works, by the bidder be stored by the bidder only at places approved by the Owner. Storage and safe custody of materials shall be the responsibility of the bidder.

All the materials including bidder's Tools & Plants brought by the bidder to the site shall become and remain the property of the Owner and shall not be removed off the site without prior written approval of the Owner/Owner. But whenever the works are finally completed and advances, if any, in respect of such materials are fully recovered, the bidder shall at his own expenses forthwith remove from the site all surplus materials supplied by him and upon such removal, the same shall revert in and become the property of the bidder.

15.0 Shuttering and Scaffolding Materials

15.1 It shall be desirable to have adequate amount of shuttering and scaffolding materials to complete the work speedily and Owner decision so as to the quantum of these desirable/ resources of the site shall be final and binding.

16.0 Completion of Work

16.1 Before finally leaving site, all the Bidders stores, plant, tools and rubbish shall be removed and the site left clean and tidy. The space allocated by Owner shall be vacated and handed over to the Owner.

17.0 Working and Safety Regulations

17.1 The bidder shall observe all statutory safety and legal requirements regulations issued by Central and State Governments applicable to the work as well as any local regulations applicable to the site issued by the Owner or any other authority.

18.0 Particular attention is drawn to the following:

In case of accident, the Owner shall be informed in writing forthwith and First-Aid, Hospitalisation shall be provided by the Bidder. The bidder shall strictly follow regulations laid down by Govt. and State authorities in this regard and all cases are to be defended by the bidder. The Owner shall not refund any insurance claims.

Bidder shall fence his plant, platforms, excavations etc.

Compliance with all electricity regulations.

Compliance with statutory requirements for inspection and test of all lifting appliances and auxiliary lifting gear.

Staircase, doors or gangways shall not be obstructed in any way that will interfere with means of access of escape.

Where it is necessary to provide and/or store petroleum products or petroleum mixtures and explosive, the bidder shall be responsible for carrying out such provision and/or storage in accordance with the rules and regulation laid down in Petroleum Act 1934. Explosive Act 1948 and Petroleum and Carbide of Calcium Manual Published by the Chief Inspector of Explosive of India. All such storage shall have prior approvals of the Owner. In case any approval or clearance from Chief Inspector of Explosive or any statutory authorities is required, the bidder shall be responsible for obtaining the same.

The bidder shall have his own Fire Fighting Extinguishers and Equipment.

The bidder shall be responsible for the provision of all safety notices safety equipments including the safety gadgets for his workmen required by both the relevant legislation and such as the Owner may deem necessary.

While working at heights, safety belts and safety helmets shall necessarily be used.

19.0 Owner's and Bidder's Risks

The Owner carries the risks, which this Contract states are The Owner risks, and the Bidder carries the risk, which this Contract states are The Bidder's risks.

- 19.1 Owner's Risks- The Owner is responsible for the excepted risks which are (a) insofar as they directly affect the execution of the Works. These include war, hostilities, invasion, act of foreign enemies, rebellion, revolution, insurrection of military or usurped power, civil war, riot commotion or disorder (unless restricted to the Bidder's Employees), and contamination from any nuclear fuel or nuclear waste or radioactive toxic explosive, or (b) a cause due solely to the design of the Works, other than the Bidder's design.
- 19.2 Bidder's Risks- All risks of loss or damage to physical property and of personal injury and death which arise during and in consequence of the performance of the Contract other than the excepted risks are the responsibility of the Bidder.
- 19.3 The Bidder shall be responsible for all injury to persons, animals or things, and for all damages to the structural and/or decorative part of property which may arise from the operations or neglect of himself or of any sub-bidder or of any of his or sub-bidder's employees whether such injury or damage arises from carelessness accident or any other causes whatsoever in any way connected with the carrying out to the Contract. This clause shall be held to include interalia any damage to buildings, whether immediately adjacent or otherwise and any damage to roads, footpaths, or ways as well as all damage caused to the buildings and the work forming the subject to this Contract by frost, rain or other inclemency of the weather. The Bidder shall indemnify the Owner and hold him harmless in respect of all and any expenses arising from any such injury or damage to persons or property as aforesaid and also in respect of any claim made in respect of injury or damage under any acts of Government or otherwise and also in respect of an award of compensation or damages consequent upon such claim.

The bidder shall make good all damages of every sort mentioned in the Clause, as to deliver up the whole of the Contract works complete and perfect in every respect and so as to make good or otherwise satisfy all claims for damage to the property of third parties.

20.0 Insurance

- 20.1 The Bidder shall provide, in the joint names of the Owner and the Bidder, insurance cover from the Start Date to the end of the Defects Liability Period, in the amounts and deductibles stated in the Contracted Data for the following events which are due to the Bidder's risks and shall be covered under respective policies as under :
- (a) Workmen Compensation Policy;
 - (b) Bidder's All Risk Policy;
 - (c) Third Party Insurance.
- 20.2 Policies and certificates for insurance shall be delivered by the Bidder to the Owner for the Owner' approval before the Date of Start of work i.e. date of execution of the contract. All such insurance shall provide for compensation to be payable in the types and proportions of currencies required to rectify the loss or damage incurred.

- 20.3 If the Bidder does not provide any of the policies and certificates required, the Owner may affect the insurance which the Bidder should have provided and recover the premiums the Owner has paid from payments otherwise due to the Bidder or if no payment is due, the payment of the premiums shall be a debt due.
- 20.4 Alterations to the terms of the insurance shall not be made without the approval of the Owner or Owner.
- 20.5 Both parties shall comply with the conditions in the insurance policy.

21.0 Setting out Works

- 21.1 The bidder shall set out the works and responsible for the true and perfect setting out of the same and for the correctness of the positions, levels, dimensions and alignment of all parts thereof, if at any time any error shall appear during the progress of any part of works the bidder shall at his own expenses rectify such error, if called upon to the satisfaction of the Owner.

22.0 Bidder to remove all offensive matter, non-suitable material etc. immediately.

- 22.1 All debris, excavated soil, filth or other matter or an offensive nature taken out of any trench, sewer, drain cesspool or other place shall not be deposited on the surface but shall be at once carted away by the bidder out of the premises/ site under intimation to concerned authorities.
- 22.2 Any material brought on site if found unsuitable shall be removed from site at once by the Bidder under intimation to the concerned authorities.

23.0 Inspections by Owner

- 23.1 The representative of the Owner at all times have free access to the works and /or to the workshops, factories or other places where materials are being prepared or constructed for the Contract and also to any place where materials are lying or from which they are being obtained. No person except the representatives of Public authorities shall be allowed on the work at any time without the written permission of the Owner. If any work is to be done at a place other than the site of the works, the Bidder shall obtain written permission of the Owner for doing so.
- 23.2 The Owner and their representatives shall have the right to test and/ or inspect the works to confirm their conformity to the contract, at all times, whenever in progress either on the site on the Bidder's premises wherever situated or any firm or company where work in connection with this contract may be in hand. All records, registers or documents relating to the works including materials used on works shall be kept open to the inspection of the Owner or his Authorized representative when so called for in writing.
- 23.3 The Bidder shall get the quality of work done inspected for material and workmanship at different stages of execution as per instructions given by the Owner or their representative time to time. Any item of work done which is found not conforming to the Contract shall be rejected by the Owner. The decision of the Owner in such cases shall be final.
- 23.4 The inspections and tests may be conducted on the premises of the Bidder or at the Project site. When carried out on the premises of the Bidder or its sub-Bidder(s), all reasonable facilities and assistance including access to drawings and production data shall be furnished to the inspectors at no charge to the Owner.

23.5 Should any inspected items of work fail to conform to the specifications, the Owner shall communicate them and the Bidder shall either replace them or make all alterations necessary to meet specification requirements free of cost to the Owner.

23.6 The Bidder shall permit the Owner/Architect to inspect the Bidder's accounts and records relating to the performance of the Bidder and to have them audited by auditors appointed by the Owner, if so required.

24.0 Covering Up/Uncovering of Works

24.1 No part of the works shall be covered up without the approval of Owner/Architect and the Bidder shall afford full opportunity for examination and inspection by the Owner/Architect. The bidder shall give due notice to the Engineers of Institute about the work to be covered up for its measurements and examination. The Engineer shall within a reasonable time attend for the purpose of examining such work, unless the Engineer specifically advises the Bidder in writing of his unwillingness not to attend for such examination in which case the Bidder may proceed further with the Contract work.

24.2 Should the Owner consider it necessary in order to satisfy himself as to the quality of the work, the Bidder shall at any time during the continuance of the contract pull down or cut into any part of the work and make such opening into and to such an extent through the same, as the Engineer may direct and the Bidder shall make good the whole to the satisfaction of the Engineer, should the work prove to be faulty or in any respect not in accordance with the terms of the contract documents, the Engineer shall be at liberty to order such further removal as he may consider necessary and the whole of the expenses incurred shall be borne by the bidder. If, however, the work proves to be sound and in accordance with the contract document, the actual expenses incurred in such examination will be borne by the Owner.

24.3 Rates charged by the Bidder for works performed under the contract shall not vary from the rates quoted by the Bidder in its Publish, with the exception of any price adjustments authorized in SCC or in the Owner's request for Publish validity extension, as the case may be.

24.4 If requested by the Owner, the Bidder shall provide the Owner with a detailed cost breakdown of any rate in the Schedule of Quantities.

24.5 The Owner may at any time / stage of execution demand for the Analysis of Rates for any item / items of work which in their opinion is / are abnormally high / low rates or required for the Analysis of Rates of other Publish / extra item / items. The Bidder is bound to present the same and if the Bidder is unable to present a justified Analysis of Rates for any item / items, the rate / rates for such item may be adjusted accordingly and the decision of the Owner in such cases shall be final.

25.0 Payment

25.1 As per additional terms and condition, point No. 15.

26.0 Variations and Provisional Cost:

26.1 Where work cannot be measured and valued properly, the Bidder shall be allowed day work rates on the prices prevailing when such work is carried out (unless otherwise provided in the contract):

a. At the rates if any inserted by the Bidder in the priced Schedule of Quantities or

- b. If no such rates have been inserted then at the rates prevailing in the market for material and labour and at the control rates for the controlled materials including in all cases the rate for delivery of the material at the work.
- 26.2 Provided that in any case voucher specifying the time daily spent upon the work (and if required by the Owner the workman's names) and the materials used shall be delivered for verification to the Owner, or his authorised representative not later than the end of the week following that in which the work has been executed. Effect shall be given to the measurement and valuation of variations in interim Certificates and by adjustment of the total Contract Value.

27.0 Removal of Imperfect Work.

- 27.1 If, it shall appear that the work has been executed with unsound, imperfect or unskilled workmanship, or with material of any imperfect or any inferior quantity or otherwise not in accordance with the contract documents the Bidder shall at his own cost rectify, reform, remove, or reconstruct the same, wither in the whole or in part, as may be directed by the Institute Engineer, whether or not the value of any such work or materials shall have been included in any payment made to the Bidder.
- 27.2 The Bidder shall remove all malba etc., wash and clean the floors and hand over the site quite clean on the completion of the work.

28.0 Delay in the Bidder's performance

- 28.1 Execution of the work and performance of the services shall be done by the Bidder in accordance with the time schedule specified by the Owner in the Notice for Invitation of Publish s.
- 28.2 If, at any time during performance of the contract, the Bidder should encounter conditions impending timely execution of the works and performance of services, the Bidder shall promptly notify the Owner in writing of the fact of the delay, its likely duration and its cause(s). As soon as possible, after receipt of the Bidder's notice, the Owner shall evaluate the situation and may, entirely at its discretion, extend the Bidder's time for performance with or without liquidated damages.

29.0 Liquidated Damages.

If the Bidder fails to execute any or all of the works or to perform the services within the period(s) specified in the contract, the Owner shall deduct from the contract value, as liquidated damages, a sum specified in the SCC for each week or part thereof delay until actual completion or performance, up to a maximum deduction of the percentage specified in SCC. Once the maximum is reached, the Owner may consider termination of the contract. The prorata progress envisaged and expected from the bidder shall maintained, time being the essence of the contract.

30.0 Termination by Default

- 30.1 The Owner may without prejudice to any other right or remedy, by written notice (of fifteen days) of default sent to the Bidder, terminate the contract in whole or part:
- a) if the Bidder fails to complete any or all of the works within the period(s) specified in the NIT or any amendment thereof, or within any extension thereof granted by the Owner,

or

b) if the Bidder fails to perform any other obligation(s) under the contract,

30.2 In the event, the Owner terminates the contract in whole or in part, the Owner may procure, upon such terms and in such manner as it deems appropriate, works or services similar to those unexecuted and the Bidder shall be liable to the Owner for any excess costs for such similar work or services. However, the Bidder shall continue the performance of the contract to the extent not terminated.

31. Force Majeure

31.1 The Bidder shall not be liable for forfeiture of its performance security, liquidated damages or termination by default, if and to the extent that, its delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure.

31.2 For purposes of this clause, “Force Majeure” means an unforeseeable event beyond the control of the Bidder and is not because of the Bidder’s fault or negligence. Such events may include acts of the Owner either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics.

31.3 If a Force Majeure situation arises, the Bidder shall promptly notify the Owner in writing of such conditions and the cause thereof. Unless otherwise directed by the Owner in writing, the Bidder shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

32.0 Termination for Insolvency

32.1 The Owner may at any time terminate the contract by giving written notice to the Bidder, if the Bidder becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Bidder, provided such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Owner.

33.0 Termination for Convenience

The Owner, by written 30 days prior notice sent to the Bidder, may terminate the contract, in whole or in part, at any time for its convenience. The notice shall specify that the termination is for Owner’s convenience, the extent to which performance of the Bidder under the contract is terminated, and the date upon which such termination becomes effective.

The items of work that are complete and ready within (1) month after the Bidder’s receipt of notice of termination shall be accepted by the Owner at the contract terms and values. For the remaining works, the Owner may elect;

- a) to have any portion completed at the contract terms and value and/or
- b) to cancel the remainder and pay to the Bidder an amount, finalized by the Owner, for partially completed works and for materials and parts previously procured by the Bidder.

34.0 Resolution of Disputes

34.1 The Owner and the Bidder shall make every effort to resolve amicably by direct informal negotiations any disagreement or dispute arising between them under or in connection with the contract.

If, after thirty (30) days from the commencement of such informal negotiations, the Owner and the Bidder have been unable to resolve amicably a contract dispute, either party may require that the dispute be referred for resolutions to the formal mechanisms specified in the SCC. These mechanisms may include but are not limited to, Arbitration in accordance with rules of Arbitration Act and award made in pursuance thereof shall be binding on both the parties.

34.2 All disputes should be under the Jurisdiction of civil court Varanasi.

35.0 Governing language

35.1 The contract shall be written in English language. All correspondence and other documents pertaining to the contract that are exchanged by the parties shall be written in the same language.

36.0 Governing law

36.1 The contract shall be governed by the laws of The Union of India for the time being in force. All disputes arising out of or in any way connected with this agreement shall be deemed to have arisen in New Delhi and only the courts in New Delhi alone shall have exclusive jurisdiction to determine the same.

37.0 Notices

37.1 Any notice given by one party to the other pursuant to this contract shall be sent to other party in writing or by cable, telex, or facsimile and confirmed in writing to the other party's address specified in SCC.

A notice shall be effective on the date on which it is delivered, or on the notice's effective date, whichever is later.

38.0 Discoveries

38.1 Anything of historical or other interest or of significant value unexpectedly discovered on the Site is the property of the Owner. The Bidder is to notify the Owner of such discoveries and carry out the Owner' instructions for dealing with them.

39.0 Dismissal of workmen:

39.1 The bidder on request from the Owner, immediately dismiss from the works any person employed by him who may be found in the opinion of the client to be unsuitable or incompetent or who has shown misconduct.

SPECIAL CONDITION OF CONTRACT

1. Basis of Payment in RA bills

As per SPECIAL TERMS & CONDITIONS point No. 15.

2. Disallowance of payment

If payment has been made in RA bill for any item of work but later on some defect is noticed, Owner/Architect is authorized to disallow the payment in the subsequent bills till rectification of the work.

3. Final bill

The final bill complete in all respect shall be submitted by the bidder within 60 days from the date of completion of work. The total quantity may vary as per actual work execution/site requirement/and user suggested changes during execution but the final bill value shall not exceed more than 5% of agreement value. The bill should be accompanied with the following documents.

Job completion certificate.

No claim certificate on Owner/s prescribed proforma

Site clearance certificate.

Performance guarantee duly amended to cover certified maintenance period.

Indemnity certificate towards labour payment and all statutory payments.

The final bill should be accompanied with the following documents:

Certificate of test on materials etc.

Statement of accounts showing the advances taxes, deductions, security deposit at a latest position duly attested by Owner.

Certificate of measurement sheets.

Copy of the insurance policy. (Workmen compensation act and bidders all risk policy).

Original quality control record, measurement records and any other joint site records maintain at site. No claim shall be entertained after receipt of final bill.

Settlement of final bill shall be made subject to deduction of all dues payable by bidder, settlement of all disputes and furnishing of all required documents/clarifications and grant of extension of time, if any, by Owner's competent authority.

4. Secured Advance

Payment of secured advance against materials brought at site shall be considered to the extent of 75% of the assessed rate of materials at 90% of the assessed quantity of material brought to site for incorporation except for perishable materials like glass and chinaware etc. This advance shall be adjusted in subsequent running bill. The bidder shall be required to submit the bill for secured advance payment along with photocopies of vouchers of cost of materials and proof of bringing the materials at site (if applicable). Bidder shall also be required to submit indemnity bond on Non-judicial stamp paper of appropriate value. Recovery of the secured advance shall be effected from running account bill, on consumption basis of that material in works.

5. Liquidated Damages

0.5% per week upto a maximum of 5% (Five percent) of the Contract value from the stipulated date of completion.

6. Resolution of Disputes

In case the parties cannot agree to the advice of IIT(BHU), then the Director, INDIAN INSTITUTE OF TECHNOLOGY(BHU) shall appoint a sole arbitrator within 30 days of receipt of request forthwith. The arbitration shall be governed by Arbitration and Reconciliation Act 1956.

7. Notices

For the purpose of all notices, the following shall be the address of the Owner and the Bidder.

Owner: **The Superintending Engineer
INSTITUTE WORKS DEPARTMENT
Indian Institute of Technology (BHU)
Varanasi**

Bidder: _____

(To be filled in at the time of Signing of the Contract)

8.0 Resolution of Disputes & Arbitration

Except where otherwise provided in the contract all questions and disputes relating to the meaning of the specifications, design, drawings and instructions here in before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works or the execution or failure to execute the same whether arising during the progress of the work or after the cancellation, terminations, completion or abandonment thereof shall be dealt with as mentioned hereinafter.

If the bidder considers any work demanded of him to be outside the requirements of the contract or disputes any drawings, record or decision given in writing in connection with or arising out of the contract or carrying out of the work, he shall promptly within 15 days request the Owner in writing for written instruction or decision.

If the Bidder is dissatisfied with this decision, the Bidder shall within a period of 30 days from receipt of the decision, give written notice to the Indian Institute of Technology (BHU) for appointment of Arbitrator failing which the said decision shall be final binding and conclusive and not referable to adjudication by the Arbitrator.

Except where the decision has become final, binding and conclusive in terms of Sub Para (i) above disputes or difference shall be referred for adjudication through arbitration by a sole arbitrator

appointed by The Director, Indian Institute of Technology (BHU). If the arbitrator so appointed is unable or unwilling to act or resign his appointment or vacates his office due to any reason whatsoever another sole arbitrator shall be appointed in the manner aforesaid. Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor.

It is a term of this contract that the party invoking arbitration shall give a list of disputes with amounts claimed in respect of each dispute along with the notice for appointment of arbitrator.

It is also a term of this contract that no person other than a person appointed by such Indian Institute of Technology (BHU) as aforesaid should act as arbitrator and if for any reason that is not possible, the matter shall not be referred to arbitration at all.

It is also a term of this contract that if the contractor does not make any demand for appointment of arbitrator in respect of any claims in writing as aforesaid within 30 days of receiving the intimation from the Owner that the final bill is ready for payment, the claim of the bidder shall be deemed to have been waived and absolutely barred and IIT(BHU) shall be discharged and released of all liabilities under the contract in respect of these claims.

The arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 (26 of 1996) or any statutory modifications or reenactment thereof and the rules made there under and for the time being in force shall apply to the arbitration proceedings under this clause.

9.0 Protection of environment

9.1 The Bidder shall take all reasonable steps to protect the environment on and off the Site and to avoid damage or nuisance to persons or to property of the public or others resulting from pollution, noise or other causes arising as a consequence of his methods of operation.

9.2 During continuance of the contract, the Bidder and his sub-bidders shall at all times abide by all existing enactment on environmental protection and rules made there under, regulations, notifications and bye-law of the State or Central Government, or local authorities and any other law, by-law, regulations that may be passed or notification that may be issued in this respect in future by the State or Central Government or the local authority.

9.3 Salient features of some of the major laws that are applicable are given below:

The Water (Prevention and Control of Pollution) Act, 1974 This provides for the prevention and control of water pollution and the maintaining and restoring of wholesomeness of water. 'Pollution' means such contamination of water or such alteration of the physical, chemical or biological properties of water or such discharge of any sewage or trade effluent or of any other liquid, gaseous or solid substance into water (whether directly or indirectly) as may, or is likely to create a nuisance or render such water harmful or injurious to public health or safety, or to domestic, commercial, industrial agricultural or other legitimate uses, or to the life and health of animals or plants or of aquatic organisms.

The Air (Prevention and Control of Pollution) Act, 1981. This provides for prevention, control and abatement of air pollution, 'Air Pollution' means the presence in the atmosphere of any air pollutant', which means any solid, liquid or gaseous substance (including noise) present in the atmosphere in such concentration as may be or tend to be injurious to human beings or other living creatures or plants or property or environment.

The Environment (Prevention and Control of Pollution) Act, 1986 This provides for the protection and improvement of environment and for matters connected to herewith, and the prevention of hazards to human beings. Other living creatures, plants and property, 'Environment' includes water, air and land and the interrelationship which exists among and between water, air and land, and human beings, other living creatures, plants, micro-organism and property.

The Public Liability Insurance ACT 1991. This provides for public liability insurance for the purpose of providing immediate relief to the persons affected by accident occurring while handling hazardous substance means any substance or preparation which is defined as hazardous substance under the Environment (Protection) Act 1986, and exceeding such quantity as may be specified by notification by the Central Government.

INDIAN INSTITUTE OF TECHNOLOGY(BHU)
INSTITUTE WORKS DEPARTMENT
(IWD) FORM-1

TENDER FOR WORKS

Tender for the work of: **OEM OTIS or Authorized by OEM OTIS for comprehensive maintenance of passenger lifts installed at Lecture Theaters (LT-1, LT-2<-3), GRTA and Deptt. of Mechanical Engineering (LT-1 Lift No. 52NY5204, LT-2 Lift No. 52NY5206, LT-3 Lift No. 52NY5202, GRTA Lift No 52NY5203 and Mechanical Engineering Lift No 52NT0098) in IIT(BHU), Varanasi.**

(i) To be submitted by **03:00 P.M. on 18.07.2019** to the SUPERINTENDING ENGINEER, INSTITUTE WORKS DEPARTMENT, IIT(BHU), Varanasi.

(ii) To be opened in presence of bidders who may be present at **03:30 P.M on 19.07.2019** in the office of the SUPERINTENDING ENGINEER, INSTITUTE WORKS DEPARTMENT, IIT(BHU), Varanasi

BID

I/We have read and examined the notice inviting Tender , schedule, A, B, C, D, E & F Specifications applicable, Drawings & Designs, General Rules and Directions, Conditions of Contract, clauses of contract, Special conditions, Schedule of Rate & other documents and Rules referred to in the conditions of contract and all other contents in the Tender document for the work.

I/We hereby submit bid for the execution of the work specified for the Institute within the time specified in Schedule 'F' viz., schedule of quantities and in accordance in all respect with the specifications, designs, drawing and instructions in writing referred to in Rule-1 of General Rules and Directions and in Clause 11 of the Conditions of contract and with such materials as are provided for, by, and in respect of accordance with, such conditions so far as applicable.

We agree to keep the Bid open for Thirty/Forty five/Sixty/ninety/one eighty (30/45/60/90/180) days from the due date of its opening and not to make any modification in its terms and conditions.

A sum of **Rs. 14,500.00** is hereby forwarded in fixed deposit receipt of scheduled bank/demand draft of a scheduled bank as earnest money. If I/We, fail to furnish the prescribed performance guarantee within prescribed period. I/We agree that the Institute has to right to forfeit the said earnest money absolutely. Further, if I/We fail to commence work as specified, I/We agree that the Institute has to right to forfeit the said performance guarantee absolutely. The said performance guarantee shall be a guarantee to execute all the works referred to in the Tender documents upon the terms and conditions contained or referred to those in excess of that limit at the rates to be determined in accordance with

the provision contained in Clause 12.2 and 12.3 of the Tender form. Further, I/We agree that in case of forfeiture of Earnest Money or Performance Guarantee as aforesaid, I/We shall be debarred for participation in the re-Tendering process of the work.

I/We undertake and confirm that eligible similar work(s) has/have not been got executed through another bidder on back to back basis. Further that, if such a violation comes to the notice of COMMITTEE, then I/We shall be debarred for tendering in IWC in future forever. Also, if such a violation comes to the notice of COMMITTEE before date of start of work, the Engineer-in-Charge shall be free to forfeit the entire amount of Earnest Money Deposit/Performance Guarantee.

I/We hereby declare that I/We shall treat the tender documents drawings and other records connected with the work as secret/confidential documents and shall not communicate information/derived there from to any person other than a person to whom I/We am/are authorized to communicate the same or use the information in any manner prejudicial to the safety of the State.

Dated:

Signature of Bidder

Witness:

Postal Address

Occupation:

ACCEPTANCE

The above Tender (as modified by you as provided in the letters mentioned hereunder) is accepted by me for an on behalf of the Indian Institute of Technology(BHU) for a sum of(Rupees.....
.....
...)

The letters referred to below shall form part of this contract agreement: (a)

(b)

(c)

For & on behalf of Indian Institute of Technology (BHU).....

Dated: Designation

PERFORMANCE GUARANTEE BOND

In consideration of the Indian Institute of Technology(BHU) having agreed under the terms and conditions of agreement No..... dated..... made between and

.....(hereinafter called “the contractor(s)”)..... for the work.....(hereinafter called “the said agreement”) having agreed to production of a irrevocable Bank Guarantee for..... (Rupees.....only) as a security/guarantee from the contractor(s) for compliance of his obligations in accordance with the terms and conditions in the said agreement,

1. We.....hereinafter referred to as “the Bank”) hereby undertake to pay to IIT(BHU)

(Indicate the name of the bank)

Institute an amount not exceeding Rs..... (.....only) on demand by the Indian Institute of Technology(BHU).

2. Wedo hereby undertake to pay the amounts due..... and payable

(Indicate the name of the Bank) under this Guarantee without any demur, merely on a demand from the Indian Institute of Technology(BHU) stating that the amount claimed is required to meet the recoveries due or likely to be due from the said contractor(s). Any such demand made on the bank shall be conclusive as regards the amount due and payable by the bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding (Rupees.....only).

3. We, the said bank further undertake to pay to the Institute any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any court or tribunal relating thereto, our liability under this present being absolute and unequivocal.

The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the contractor(s) shall have no claim against us for making such payment.

4. Wefurther agree that the guarantee herein contained shall (Indicate the name of the Bank) remain in full force and effect during the period that would be taken for performance of the said agreement, and it shall continue to be enforceable till all the dues of the Indian Institute of Technology(BHU) under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till Engineer-in-charge on behalf of the Institute certified that the terms and conditions of the said agreement have been fully and properly carried out by the said contractor(s) and accordingly discharges this guarantee.

5. We(indicate the name of bank) further

agree with the Indian Institute of Technology(BHU) that Indian Institute of Technology(BHU) shall have the fullest liberty without our consent and without effecting in any manner our obligations hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Indian Institute of Technology(BHU) against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said contractor(s) or for any forbearance, act of omission on the part of the Institute or any indulgence by the Indian Institute of Technology(BHU) to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the contractor(s).

7. We (Indicate the name of the Bank) lastly undertake not to revoke this guarantee except with the previous consent of the Indian Institute of Technology (BHU) in writing.

8. This guarantee shall be valid up to..... unless extended on demand by Indian Institute of Technology (BHU). Notwithstanding anything mentioned above, our liability against this guarantee is restricted to(Rupees.....only)and unless a claim in writing is lodged with us within six months of the date of expiry or the extended date of expiry of this guarantee all our liabilities under this guarantee shall stand discharged. Dated theday of..... for (Indicate the name of the Bank)

Additional Terms & Conditions

- 1 The work shall be carried out as per the instruction of IWD-IIT(BHU) Engineer In-charge up to full satisfaction.
- 2 All T & P & special T& P shall be arranged by the contractor & nothing extra shall be paid on this account.
- 3 All the material /parts required at site during the maintenance shall be provided and replaced by the firm and no extra payment shall be made on this account.
- 4 Minimum Servicing & routine maintenance shall be carried out as per the service/maintenance schedule attached (**Annexure 1 to 4**). Specification of lifts at **Annexure – 5**.
- 5 The complaints shall be attended by the firm at the earliest after the lodging of the complaint through phone / SMS / Email etc., but within the maximum time of 24hrs after lodging of the complaint.
- 6 The firm shall strictly adhere to the maintenance schedule & replacement schedule etc.
- 7 The firm shall depute trained supervisory staff in lifts for maintenance, to make the lift run in safe operating condition.
- 8 The firm shall carry out maintenance and check all items as laid down in the maintenance schedule. All maintenance check shall be properly recorded by the maintenance staff of the firm in the prescribed maintenance register.
- 9 The contractor shall systematically examine various parts of the lift and the parts which need repair or replacement in the opinion of the Engineer-in-charge shall be provided and replaced or repaired accordingly.
- 10 The existing parts required to be replaced shall have to be replaced with the maker of the existing part, by the firm
- 11 Only skilled employees shall be deputed to carry out the maintenance jobs.
- 12 Any part broken / damaged by the lift mechanic during the work shall be made good by the firm; otherwise the same will be replaced/rectified at the risk and cost of the firm. The decision of the Engineer-in-charge in this regard shall be final and binding.
- 13 If any complaint is lodged for any defects in the lift, the defects shall have to be attended to at the earliest possible time period and in case of urgency, this shall have to be attended to even after the normal working hours without any extra claim.
- 14 Contractor shall maintain log book and keep record of all breakdown and preventive maintenance (as per schedule attached in **Annexure 1 to 4**) duly verified by Engineer-in-charge on same day at the time of maintenance.
- 15 **Payment:** The payment will be made on quarterly basis for the work done and after submission of the functional report by the firm. However, if any payment is delayed due to non-availability of funds etc. no extra claim of the firm shall be entertained.
- 16 The department shall not accept any responsibility or liability, in case of any accident or mis-happening occurred during the servicing / repairing of the lift by the firm.
- 17 Any damage done to the building or any equipment during servicing or repair shall have to be made by the firm and nothing shall be paid on this account.
- 18 In case of any mis-happening caused due to failure of operation of the lift, the vendor under execution of the agreement of AMC shall be held responsible for and would be liable to compensate the sufferer accordingly.
- 19 Comprehensive maintenance of ARD system lift voice announcement system, emergency lights (lamps excluded) are within the scope of work and nothing extra shall be paid on this account.
- 20 After completion of the work, the firm shall handover the lifts in writing to the department duly acknowledge by the Engineer-in-charge and/or Head of the Department/Warden.

- 21 Preventive maintenance of lifts must be carried out by 10th of every month with prior intimation to the Engineer-in-charge.
- 22 Recovery (except in case of a major fault):- (For failure continuing beyond 48 hrs after initiation of the complaint)
- a) Lift not working @Rs.1000/- per day per lift.
 - b) Lift ARD @Rs. 500/- per day per lift.
 - c) Lift firemen switch @Rs. 200/- per day per lift.
23. **Other Conditions of Contract:**
- i. The payment/deduction of taxes will be made in accordance with the Government of India notification/orders from time to time.
 - ii. The institute reserve the right to cancel the tender at any point of time without assigning any reason thereof.
 - iii. The decision of the Director, IIT (BHU) will be final and binding for all.

FORTNIGHTLY MAINTENANCE OPERATIONS

S No	Items	Checked by	Checked by	Verified by
1	Check that lift stops in downward direction properly with 25% overload with operation of the emergency stop when lift is moving at full speed.	M	JE	AE
2	Check that leveling is within limits + 75 mm for single speed lifts and + 10 mm for other lifts.(For certain makes of lifts slightly larger to may be permitted).	M	JE	AE
3	Check and lubricate by gearer CUP or top up oil on sleeve type bearings on (a) Sheave Shaft, (b) Motor Shaft. (c) Deflector Sheave Shaft. (d) Governor Pulley	M	JE	AE
4	Check and Lubricate sleeve bearings of governor tensioning pulley at the pit.	M	JE	AE

MONTHLY MAINTENANCE OPERATIONS

Sl. No	Items	Checked by	Checked by	Verified by
A.	CONTROLLER			
1	Clean contacts and arc shields with carbon tetra chloride (CCL4)	M	JE	AE
2	Mover relay armature by hand for free movement and see that contacts are properly aligned.	M	JE	AE
3	Replace carbon contacts if worn out.	M	JE	AE
4	Check flexible leads to relays	M	JE	AE
5	Check oil fuses of controller and mains	M	JE	AE
6	Check oil lever in days pots	M	JE	AE
B.	MOTOR GENERATOR AND/OR DC MOTOR			
1	Check and adjust carbon brushes, spring, pressure commutator	M	JE	AE
2	Reseat brushes.	M	JE	AE
3	Grease bearings	M	JE	
C.	AC MOTOR			
1	Lubricate bearings	M	JE	AE
2	Clean ventilation passages	M	JE	AE
D.	GEAR BOX			
1	Inspect for Stray noises and oil leaks	M	JE	
2	Check arial play of work shaft	M	JE	AE
3	Lubricate bearings and top us in gear box.	M	JE	AE
E.	BRAKES			
1	Clean if only and trace source of oil leakage.	M	JE	
2	Adjust clearance between shoes and drum.	M	JE	AE
F.	SELECTOR			
1	Clean Contacts	M	JE	AE
2	Adjust for proper levelling	M	JE	AE
3	Check tape safety switch	M	JE	AE
4	Lubricate shaft bearings	M	JE	AE
5	Check performance without load and with full load	M	JE	AE
G.	GOVERNOR			
1	Lubricate bearings	M	JE	AE

2	Check that the levers work smoothly	M	JE	AE
3	Check that electrical contract opens before the tope sets looked.	M	JE	AE
H. ROPES				
1	Check condition of hoist ropes and governor rope	M	JE	AE
2	Check slack rope safety switch	M	JE	AE
3	Lubricate rope if too dry	M	JE	AE
I. HOISTWAY				
1	Lubricate guides and guide shoes	M	JE	AE
2	Check that the buffers are in proper position and measure and record counter weight buffer clearance with car at the top.	M	JE	AE
J. RETIRING CAM AND LOCKS				
1	Check operation of cam and lock from the top of the car at each Landing.	M	JE	AE
2	Check that retiring can solenoid is not getting	M	JE	AE
3	Overheated and that movement of the cam is smooth.	M	JE	AE
4	Check that all looks are functioning properly after opening and Electrically after opening the cover.	M	JE	AE
5	Check all set screws and springs and replace if necessary the lever should lock the break properly.			
6	Check that the retiring cam does not touch the lock roller at the landing which is being passed.	M	JE	AE
7	Check that car gate switch separate properly.	M	JE	AE
8	Check car top controls and emergency stop.	M	JE	AE
9	Check door closer safety, clean and readjust if necessary.	M	JE	AE
10	Lubricate top track and door motor and linkage.	M	JE	AE
11	Check that landing door can be opened by emergency keys.	M	JE	AE

QUARTERLY MAINTENANCE OPERATIONS

S. No	Items	Checked	Checked by	Verified By
1	Check and adjust overload relay and phase failure relay.	M	JE	AE
2	Check power wiring terminations in switch, motor, Controller and power switching relays.	M		AE
3	Check commutator	M	JE	AE
4	Check lubrication	M	JE	AE
	HOISTWAY			
1	Check rope fastenings at the car and counterweight.	M	JE	AE
2	Check guide clamps connections. After physical inspection get the lift to over-travel by holding from controller and see that the switches operate properly.	M	JE	AE
3	Check guide clearances and adjust.	M	JE	AE
4	Check condition of traveling cable end terminations at junction boxes.	M	JE	AE

ANNUAL MAINTENANCE OPERATIONS

S No	Items	Checked by	Checked by	
1	Inspect the car frame for bends for cracks.	M	JE	AE
2	Check insulation of power circuits	M	JE	AE
	(a) Incoming Cable.			
	(b) Switch & feed up to controller.			
	(c) Between different power relays.			
	(d) Motor.			
	(e) Power cores in the traveling cable.			
3	Check operation of the car over speed safety gear by moving the levers manually and see that the safety locks up to properly.	M	JE	AE
4	Check that the sheave is tight on the shaft. Also check with hammer sounding for cracks. Check sleeve bearings, clean and re-lubricate adjust for proper Arial play.	M	JE	AE
5	Unload car (a) Check the warm gear back lash and adjust by removal of shims as required. (b) Check thrust bearing and checks Arial play and railing.	M	JE	AE
6	Check motor bearings, clean and re-lubricate.	M	JE	AE
7	Check that the gear coupling bolts are tight.	M	JE	AE
8	Check oil sales and gear box and fill fresh oil.	M	JE	AE
9	Remove brake shoes, clean and refit or replace brake linings. Suspect fulcrum pins, springs, clean and reassembly. Check that drum is not scored or worm unevenly.	M	JE	AE
10	Clean guide shoes with carbon tetra chloride (CCL 4) and Flushing oil and re-lubricate. Thereafter clean the pit.	M	JE	AE

M = Maintainer; JE = Junior Engineer; AE = Assistant Engineer

**DETAILED SPECIFICATIONS FOR PASSENGER LIFT
(13 PASSENGER)**

Capacity(Kgs)	884 Kgs.(13 Passengers)
Speed-Mps	1.0 m/sec.
Travel (Max)- Mtrs.	<i>Approx. 13.0 Mtrs. (LT-1, LT-2&LT-3), GRTA and Deptt. of Mechanical Engineering (LT-1 Lift No. 52NY5204, LT-2 Lift No. 52NY5206, LT-3 Lift No. 52NY5202, GRTA Lift No 52NY5203 and Mechanical Engineering Lift No 52NT0098)</i>
Stops & Openings (Max.)	Ground, 1 st Floor to 3 rd Floor, 4/4 (All openings on same side)
Drive	AC Variable Voltage Variable Frequency drive/ VF Regenerative (Closed loop)
Power Supply	415 Volts, 3 Phases, 50 Hertz. A.C.
Operation	Simplex Full Collective
Machine	Geared (placed directly above the hoistway)
False ceiling type	Stainless Steel (CD-35-SS)
Car size	2000 mm Wide x 1100 mm Deep
Car Entrance Size	900 mm Wide x 2000 mm High.
Entrance Height	2000 MM
Car Entrance Doors.	Centre Opening Stainless Steel.
Car Panels	Stainless Steel panels in hairline finish.
Car Door Operation	Automatic with ACVVVF Door Operator.
Car Door Protection	Multi Ray Electronic Door Protection Device.
Handrails on 3 side in car	Mirror Stainless Steel
Cop Type	Box type SS finish
Cop Buttons	illuminated Braille Buttons
Car Position Indicator	Scrolling type
Flooring of Car.	Vinyl Tiles.
Hoist way Entrances	Centre Opening Stainless Steel Doors
Landing Buttons	Stainless Steel with illuminated Braille Buttons suitable for visually handicapped person.
SIGNALS	<ol style="list-style-type: none"> 1. Combined luminous hall Button with 16 segment Digital Hall Position Indicator. 2. Integral full height Car operating panel with luminous brail buttons, Digital Car Position Indicator combined with direction arrows. Over load warning indicator and Service Cabinet. 3. Battery Operated Alarm Bell and Emergency Light. 4. Fireman's Switch at main Lobby. 5. Automatic Rescue Device. 6. Intercom System 7. Master Display (indicating status of floor for each lift)
Face Plate Finish	Stainless steel.
Face Plate Shape	Rectangular.

BILL OF QUANTITY

**OFFICE OF THE SUPERINTENDING ENGINEER
INSTITUTE WORK DEPARTMENT
INDIAN INSTITUTE OF TECHNOLOGY (BHU)**

Name of Work:- BOQ for comprehensive maintenance of passenger lifts installed at Lecture Theatres (LT-1, LT-2<-3), GRTA and Deptt. of Mechanical Engineering (LT-1 Lift No. 52NY5204, LT-2 Lift No. 52NY5206, LT-3 Lift No. 52NY5202, GRTA Lift No 52NY5203 and Mechanical Engineering Lift No 52NT0098) in IIT(BHU), Varanasi

	Description of items	Qty	Unit	Rate	Amount
1	comprehensive maintenance of passenger lifts installed at Lecture Theatres (LT-1, LT-2<-3), GRTA and Deptt. of Mechanical Engineering (LT-1 Lift No. 52NY5204, LT-2 Lift No. 52NY5206, LT-3 Lift No. 52NY5202, GRTA Lift No 52NY5203 and Mechanical Engineering Lift No 52NT0098) in IIT(BHU), Varanasi	5	Nos.	114200	571000
Total					5,71,000.00