



National Institute of Open Schooling (NIOS)

(An Autonomous Institution under Deptt. of School Education and Literacy, Ministry of Education, Govt. of India)

A-24/25, Institutional Area, Sector-62, NIODA- 201309 (U.P.)

TENDER FOR SUPPLY, INSTALLATION, TESTING & COMMISSIONING OF DIFFERENT CAPACITIES OF 07 NOS. PASSENGER LIFTS BY DISMANTLING EXISTING PASSENGER LIFTS & ITS BUYBACK AT THE OFFICE BUILDINGS OF THE NIOS AT A-24-25 AND A-31, SECTOR-62, NOIDA, UP.

The National Institute of Open Schooling (NIOS) is an autonomous institution under the Deptt. Of School Education & Literacy, Ministry of Education, Govt. of India. It provides education through distance mode at pre degree level, i.e., for Secondary and Senior Secondary levels and also for Vocational courses to persons who wish to study further and quality for a better tomorrow. The mission of the NIOS is to provide education to all especially girls, women, rural youths, working men and women, SC and ST, persons with disability and other disadvantaged persons who for one or the other reason could not continue education with the formal system. The NIOS operates through a network of Twenty (23) Regional Centers and two (2) Sub Regional Centers and about six thousand Accredited Institutions (AIs) commonly known as Study Centers in India. **The NIOS is the largest open schooling system in the World.**

Important Dates and Times

Published Date : 23/01/2023

Bid Document Download / Sale : 23/01/2023

Start Date

Clarification Start date & Time : 24/01/2023 at 10.00am

Clarification Closing date & Time : 11/02/2023 at 4.00pm

Bid Submission Start Date & Time : 14/02/2023 at 9.30am

Bid Submission End Date & Time : 14/02/2023 at 2.30pm

Technical Bid Opening Date & : 14/02/2023 at 3.00pm

Time

Date & time for opening of Financial Bid of technically qualified Bidders : Date will be intimated through email/ telephone message.

Validity of Bid from the date of opening of the Technical Bid : 90 days

Sub: TENDER FOR SUPPLY, INSTALLATION, TESTING & COMMISSIONING OF 07NOs. PASSENGER LIFTS BY DISMANTLING EXISTING PASSENGER LIFTS & ITS BUYBACK AT THE OFFICE BUILDINGS OF THE NIOS AT A-24-25, A-31, SECTOR-62, NOIDA, UP.

TENDER NOTICE NO: F-42-1(8.18)/NIOS/ADMN/Mtce.-2022

The National Institute of Open Schooling (NIOS) inviting Sealed tender from the Lift Manufacturer like **Schindler Elevators, Johnson Lifts, Kone Elevators, OTIS Elevators, Mitsubishi Elevators, etc.** for carrying out the works as per the details given below in the table:

Description of work	Lift Type	Load: Number of persons/ KG	Number of lifts required	Lifts to be installed
Supply, Installation, Testing & Commissioning of Passenger/Goods Lifts by dismantling the existing Passenger /Goods lifts	Passengers	13 passengers /884KG	03nos.	A-24&25, Sector-62, NOIDA,UP
	Goods Cum Passenger Lift	900KG	01no.	A-24&25, Sector-62, NOIDA,UP
	Passengers	8 Passengers	02nos.	A-31, Sector-62, NOIDA,UP
	Goods Cum Passenger Lift	500KG	01no.	A-31, Sector-62, NOIDA,UP

1. The Lift Manufacturers (OEMs) can down load the complete tender documents available on the web site www.nios.ac.in or eprocure.gov.in and submit the same on or before due date of submission.
2. The Bidders should also submit valid registration with applicable tax registration (GST), PAN No.etc.
3. The tender documents duly completed shall be submitted/ delivered in the office of the NIOS,A-24 &25, Sector-62, NOIDA,UP upto 2.30 PM **on or before** ----- . The sealed cover Tender is to be addressed to the Secretary, NIOS, A-24/25, Sector-62, NOIDA, UP. The sealed cover Tender should necessarily be dropped in the tender box only kept on above location for the above purpose at the NIOS, Maintenance Section, Room No:204, 2nd Floor,A-24/25, Sector-62, NOIDA,UP-201309. The last date of receipt of sealed tender: ----- up to 2.30 PM & Date of opening of the Technical Bids of the tender: ----- at 3.00 PM. However mail/telephonic communication shall be made for opening of sealed Financial Bid & will be disclosed after scrutiny of Technical bid.
4. The NIOS reserve the right to reject any or all the tenders without assigning any reason thereof and also not bound to accept lowest tender. Tenders in which any of the prescribed conditions are not fulfilled or found incomplete in any respect are liable to be rejected.
5. Canvassing whether directly or indirectly in connection with tender is strictly prohibited and the tender submitted by the contractors who resort canvassing will be liable to be rejected.
6. Amendment, modification if any in the terms & conditions of the tender document will be reserved with sole discretion of the National Institute of Open Schooling (NIOS) & will be hosted on its website and Govt. e-procurement portal only.

Secretary
NIOS

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NOTICE INVITATING TENDER (NIT)

Sealed tenders from the Manufacturer/ OEM like **Schindler Elevators, Johnson Lifts, Kone Elevators, OTIS Elevators, Mitsubishi Elevators, etc** are invited for the works mentioned below:-

- 1) **NAME OF THE WORK:** Supply, Installation, Testing and Commissioning of Seven (07) numbers of different capacities of Passengers and Goods cum Passengers lifts by dismantling the existing lifts, at the Office Building of NIOS at A-24 & 25 and A-31, Sector-62, NOIDA,UP-201309
- 2) **BID SECURITY/ EMD:** The Bidder shall submit Rs.300000/- (Three Lakhs only) as an Earnest Money Deposit (EMD)/Bid Security amount in the form of the Bank Draft in favour of Secretary, NIOS from any Nationalized Bank along with Technical Bid.
- 3) **TIME OF COMPLETION:** 250days from the date of award of the work by the NIOS.
- 4) **DATE OF ISSUE OF TENDER :-----**
- 5) **THE DOCUMENT CONTENTS OF THE TECHNICAL BID** containing
 - (a) Notice Inviting Tender.
 - (b) General rules & instructions to Bidders
 - (c) General Conditions of Contract
 - (d) Technical Specifications.
- 6) **PART-II FINANCIAL BID**
- 7) **SUBMISSION OF TENDER:** Sealed Tender should be submitted on or before ----- up to 14.30 hrs. The tender should be in two bid system. The "Technical Bid" and "Financial Bid" shall be packed & sealed in the separate envelopes and both the envelopes packed in another big envelope, sealed and super scribing on the envelope as 'Supply, Installation, Testing and Commissioning of Lifts'
- 8) **DATE OF OPENING OF THE TENDER:** Technical bid will be opened on -----
----- **at 15.00 hrs.**

ELIGIBILITY CRITERIA

Eligibility Criteria

No	Criteria	Documents Required
01	The Bidder should be a Lift Manufacturer or OEM	Certificate of Manufacturing or OEM
02	The Bidder should have minimum of 10 years of experience in supply, installation, testing and commissioning of elevators as on 31/12/2022	Copy of work orders/client certificates older than 10 years as on 31/12/2022.
03	The Bidder should have the Elevator Service Portfolio of minimum 20000 and above.	Supporting document should be produced.
04	The Bidder should have 24 x 7 cloud based connected service for predictive Maintenance of the Elevators.	Supporting document should be produced.
05	The Bidder should have undertaken at least THREE work of supply, installation, testing and commissioning of elevators in Government Sector/ Public Sector Undertakings/ Autonomous Bodies/Reputed Institutions during the last 5 years.	Work order copies along with the completion certificates from the clients.
06	The Bidder should be an assessee of Income Tax and must possess GST No.	Should submit copy of the income tax, PAN, GST registration certificate.
07	The bidder shall have the annual financial turnover of at least Rupees Ten Crore and above per year during last 3 years ending with 31.03.2022 and should be a profit making organization.	<ol style="list-style-type: none"> 1) Audited Balance Sheet and P& L Account for the three years mentioned. 2) Certificate from Chartered Accountant certifying the turnover of last three financial years i.e. 2019-20, 2020-21,2021-22
08	The Bidders desirous of quoting should have a permanent office at Delhi & NCR and service backup for maintenance of lifts	Copy of address proof for office at Delhi & NCR

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**GENERAL RULES AND INSTRUCTIONS FOR THE GUIDANCE OF
BIDDERS/
TENDERERS:**

- 1) Sealed tenders are invited from the Lift Manufacturer like **Schindler Elevators, Johnson Lifts, Kone Elevators, OTIS Elevators, Mitsubishi Elevators, etc.** for Supply, Installation, Testing and Commissioning of Seven (07) numbers of different capacities of passenger / Goods lifts by dismantling the existing lifts, at the Office Building of the NIOS at A-24 & 25 and A-31, Sector-62, NOIDA, UP-201309
- 2) The Scope of work involves dismantling existing lift and undertaking the design based on the parameters furnished & site conditions, and manufacture, testing at shop, supply, Installation, testing at site and commissioning the specified Elevator System, along with its allied works etc., which are fully described in the technical specification.
- 3) The site for the works is available for immediate commencement of work or shall be made available at the date of commencement of work. The time period stipulated is for the entire work.
- 4) The tender concept is "TWO BID CONCEPT" and it has to be submitted as such. It should be placed in sealed cover, with the name of the project written on the envelope mentioning "Technical Bid" and "Financial Bid" and packed both the envelope in another envelope sealed and submitted on the prescribed date and time as detailed in Notice Inviting Tender.
- 5) The sealed cover Tender is to be addressed to the Secretary, NIOS, A-24/25, Sector-62, NOIDA, UP-201309. The sealed cover Tender should necessarily be dropped in the tender box only kept on above location for the above purpose at the NIOS, Maintenance Section, Room No:204, 2nd Floor, A-24/25, Sector-62, NOIDA, UP before the stipulated time.
- 6) The Technical bid will be opened in the above mentioned office on the date stipulated in the Notice Inviting Tender. The date for opening the Financial Bid will be intimated subsequently only to such firms whose Technical Bids are found acceptable. The bidder is requested to participate during the opening of the tender.
- 7) The first envelope super scribed as "**Technical Bid**" should be submitted in a sealed envelope containing all the following details:
 - i) All the schedules of the tender document, tender drawings if any, plant layout & technical & commercial details of the proposed plant with its components & all other attachments other than the **Financial Bid**.
 - ii) The technical features/ brochures of the Elevator system, and such other details / data required for the technical evaluation of the entire system offered.
(It is essential that any technical information considered useful should be furnished at the first instance itself in this envelope and at later date any additional or supplementary information shall not be entertained unless it is found necessary and sought by the NIOS in form of written clarification to clear any pertinent doubts.)
 - iii) The tender, (i.e. in the envelope containing the technical Bid) shall be accompanied by Bid Security amount/ EMD. The tenders without Bid Security amount/ EMD shall be liable to be

➤ rejected

- 8) The second envelope super scribed as "**Financial Bid**" should be sealed and submitted on the same given date and time simultaneously along with technical & commercial bid. Non submission of the same along with the technical bid shall automatically render the entire tender being rejected. This envelope should contain duly filled in Bill of quantities (enclosed in the tender document) with values written in words and figures, and as detailed elsewhere in the tender documents.
- 9) **Financial Bid shall be filled in typed form failing which bidder may be disqualified without assigning the reason.**
- 10) Tender shall be on prescribed Form only.
- 11) The Bidders should quote rates in figures as well as in words, and amount tendered by them. The amount for each item should be worked out and the requisite totals given. The rates quoted shall be all inclusive rates for the item of work described, including materials, labour, tools & plant, carriage & transport, supervision, overheads & profits, mobilizing and other charges whatsoever including any anticipated or un-anticipated difficulties etc. Complete for proper execution of the work as per drawings and specifications and no claim whatsoever for any extra payment shall be maintainable.
- 12) When a Bidder signs a tender in an Indian language, the tendered amount and the total amount tendered should also be written in the same language. In the case of illiterate Bidders the rates or the amounts tendered should be attested by a witness.
- 13) The Bidders whose tender is accepted will be required to furnish by way of Performance Security Deposit for the due fulfillment of his contract. The Performance Security Deposit shall be collected and repayable as detailed in clause No.12 of the General Conditions of the Contract.
- 14) The successful Bidder to whom the contract is awarded will have to deposit as Performance Security Deposit a further sum equivalent to 3% of the value of the accepted tender as detailed in clause no:12 of the General Conditions of the Contract.
- 15) The acceptance of a tender will be the right of the NIOS, which does not bind itself to accept the lowest tender, and reserves to itself the authority to reject any or all of the tenders received without assigning any reason. All tenders in which any of the prescribed conditions are not fulfilled or are incomplete in any respect are liable to be rejected. The NIOS reserves the right to accept the tender in full or in part and the bidder shall have no claim for revision of rates/other condition if his tender is accepted in part.
- 16) Canvassing in connection with tenders is strictly prohibited and the tenders submitted by the bidders who resort to canvassing will be liable for rejection.

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- 17) All rates shall be quoted on the proper form of the tender alone. The quoted rates and units different from prescribed in the tender schedule will be liable for rejection. Special care should be taken to write the rates in figures as well as in words and the amounts in figures only, in such a way that interpolation is not possible. The total amount should be written both in figures and in words.
 - 18) Sales tax, work contract tax, or any other tax/GST, any royalties, duties, levies, cess, entry tax, octroi, professional tax, turnover tax, VAT or any other tax on material or finished work in respect of this contract shall be payable by the bidder and the NIOS will not entertain any claim whatsoever in respect of the same, and nothing extra shall be paid/reimbursed for the same subsequently.
 - 19) The tender for the works shall remain open for acceptance for a period of 90 days from the date of opening of tenders. If any bidder withdraws his tender before the said period or makes any modifications in the terms and conditions of the tender which are not acceptable to the NIOS, then the NIOS shall forfeit the EMD Amount and without prejudice to any other right or remedy, be at liberty to blacklisted the firm in future.
 - 20) It will be obligatory on the part of the bidder to tender and sign each page of the tendered documents for all the component parts and that, after the work is awarded, he / they will have to enter into an agreement for each component with the competent authority of the NIOS.
 - 21) Further the bidder shall agree that until a formal agreement on stamp paper is prepared and signed, this tender shall constitute a binding contract between the bidder and the NIOS.
 - 22) The NIOS does not bind itself to accept the lowest or any tender and reserves to itself the right of accepting the whole or any part of the tender and the bidder shall be bound to perform the same at the rate quoted.
 - 23) **The bidders are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their tenders as to the nature of the site and dimensions, the means of access to the site, and obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their tender.**
 - 24) A bidder shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charges consequent on any misunderstanding or otherwise shall be allowed. 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 local conditions and other factors bearing on the execution of the work.
 - 25) On acceptance of the tender, the name of the accredited representative(s) of the bidder

- who would be responsible for taking instructions from the NIOS shall be communicated to the NIOS.
- 26) Method of Evaluation of tender: All the competitive tenders will be received on the specified date and time. On the same day or on specified date & time in event of any compelling circumstances, the tenders will be opened in the presence of the available bidders.
- 27) Both the envelope super scribed as **"Technical Bid"** and **"Financial Bid"** will be simultaneously accepted, but the envelope super scribed as **"Technical Bid"** alone will be opened and shall be recorded, while the **Financial Bid** shall be maintained in the safe custody of the NIOS.
- 28) After the technical evaluation, if necessary after discussions with the bidders, such of those bidder found technically acceptable will be shortlisted and their envelope containing "Financial Bid" shall be opened on a given date and time in presence of the short listed bidders with prior notice to them. The bidders are expected to attend the tender opening and their inability in participating will not in any way prevent the NIOS undertaking the opening of the bids.
- 29) Being a techno - economical project, besides the capital cost of the equipment the Annual Maintenance Charges for 3 years (after 2 years D.L.P (Defect Liability Period) will be evaluated. Therefore, the bidders/ contractors shall necessarily furnish the AMC charges in the price bid for 3 years after warranty period and terms of AMC shall be furnished in the technical bid clearly indicating the details regarding the scope of AMC, details of spares, consumables & equipment's covered and also details of exclusions under AMC shall be furnished. Other than details furnished under exclusions all other related expenditure towards trouble free maintenance and its normal functioning shall be considered as part of AMC. Hence, the cost of AMC is also considered for price comparison (to decide L1) along with the cost of lift and buy-back charges for existing lift.
- 30) In case of other un-successful bidders, the sealed Financial Bid shall not be opened. The NIOS reserves the right to accept or reject any of the offers without assigning any reason and no dispute or negotiation will be entertained in this regard. The decision of the Competent Authority of NIOS will be final in the matter.
- 31) The notice inviting tender, general rules & instructions for the guidance of bidders shall form a part of the contract document. The successful bidder/contractor, on acceptance of his tender by the Accepting Authority, shall, within 15 days from the stipulated date of start of the work sign on a stamp paper the contract consisting of :-
- (a) Standard form of Agreement on stamp paper.
- (b) Notice inviting tender, all the documents including tender, drawings, if any, forming the



tender as issued at the time of invitation of tender and acceptance thereof together with any correspondence leading thereto. General conditions, Schedules leading to Technical Specification, Special Conditions, Technical Brochures in schedules submitted by the bidders etc., Financial Bid / Schedule Bill of Quantities.

For & on behalf of the NIOS.

Signature of the Authorized / Accepting Authority.

Signature of the bidder with Name, Constitution & Seal.

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ANNEXURE-I

TENDER-OFFER

I/We have read and examined the Notice Inviting Tender. Schedules, Specifications Applicable, Drawings and Designs applicable, General Rules and Instructions, General Conditions of Contract, Special conditions, Schedule (Bill) of quantities in Financial Bid, and all other documents referred to in the conditions of contract and all other contents in the tender document for the work.

I/We hereby tender for the execution of the work specified for the NIOS within the time specified at the rates specified in the attached Financial Bid viz., schedule of quantities and in accordance in all respects with the specifications, designs drawings and instructions in writing referred to in the General Rules and Instructions, General Conditions of Contract and in all respects in accordance with, such conditions so far as applicable.

I/We agree to keep the tender open for ninety days from the due date of submission thereof and not to make any modifications in its terms and conditions.

In the event of my / our failure to commence the work and fail to deposit the full amount of initial Performance Security Deposit on the specified date after award I/We agree that the NIOS shall without prejudice to any other right or remedy, be at liberty to blacklist the firm in future tender process.

I/We hereby declare that I/We 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 persons other than a person to whom I/We am /are authorized to communicate the same or use the information in any manner prejudiced to the safety of the NIOS.

I/We fully understand that you are not bound to accept the lowest or any tender you may receive. Shri.

_____, Partner / Proprietor / Authorized representative of the Company, is the person authorized to negotiate commercial, technical terms & conditions & sign on behalf of the firm any Agreement, Bills & receipts for this work.

I/We agree that until a formal agreement on stamp paper is prepared and signed, this tender with your written acceptance thereof shall constitute a binding contract between us.

Signature of Bidder

**Full Postal Address including
Pin
Code Number & Telephone No.**

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GENERAL CONDITIONS OF CONTRACT

Except where provided for in the description of the individual items in the schedule of quantities and in the specifications and conditions laid down hereinafter and in the Drawings, the work shall be carried out as per standard specifications and under the direction of the NIOS.

1. DEFINITIONS / INTERPRETATIONS:-

i). The 'Contract' means the documents forming the tender and acceptance thereof and the agreement duly executed between the NIOS and the Firm together with the documents referred to therein including those conditions, the specifications, schedule of quantities, tender agreement, designs, drawings and instructions issued from time to time by the Competent Authority of the NIOS. All these documents taken together shall be deemed to form one contract and shall be complementary to one another.

ii). In the contract, the following expressions shall, unless the context otherwise requires, have the meanings, hereby respectively assigned to them:-

- a) The 'Bidders' or 'Supplier' or 'Contractor' shall mean the individual Karta, or Manager of HUF, firm or Company, whether incorporated or not, undertaking the works and shall include the legal heirs/representatives of such individual or the partners composing firm and their legal heirs and successors, or company's authorized and constituted attorneys/agents and permitted assignees of such firm or company.
- b) The 'Section Officer (Maintenance)' who shall supervise and be in-charge of the work or any other authorized representative or person specifically deputed by the NIOS wherever they are employed from time to time by the NIOS.
- c) 'Contract Price' shall mean the final accepted rates in the Financial Bid hereto.
- d) 'Date of Contract' means the 'Calendar date on which the NIOS and Contractor have signed the Agreement on the Stamp Paper.
- e) "Accepting Authority" shall mean the Chairperson, NIOS
- f) 'Approval' wherever used in the specifications or schedule of Quantities shall mean, respectively, approved by or approval of the 'Accepting Authority' in writing.
- g) 'Notice in writing' or 'written notice' shall mean a notice in writing typed or printed characters delivered to or sent by registered post to the last

known address private or business address or registered office address, and shall be deemed to have been received when in ordinary course of post it would have been delivered, and/or delivered personally, or otherwise proved to have been received.

- h) 'Virtual completion' shall mean that the work/installation is complete in all respects in the opinion of the NIOS and for which the completion/clearance certificate has been issued by the duly constituted Committee including the Technical expert by the Competent Authority of the NIOS and the installation is fit for usage.
- i) 'Letter of Acceptance' shall mean intimation by a letter issued by the Accepting Authority of the NIOS to bidders that his tender has been accepted in accordance with the provisions in the said letter.
- j) **"Defect Liability Period" shall mean a period of Twenty Four months from the certified date of virtual completion issued by the Company and accepted by the NIOS. However in cases where completion gets delayed abnormally due to unavoidable reason(s) defect liability period shall be reckoned 24 months from the date of completion.**

2. **SCOPE OF WORKS TO BE CARRIED OUT :**

Bidders are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their tenders as to the nature of the site and dimensions, the means of access to the site, design parameters and 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 charges consequent on any misunderstanding or otherwise shall be allowed. 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 local conditions and other factors bearing on the execution of the work.

The work consists of the contractor's own design based on technical specifications furnished. The contractor / supplier shall be responsible for



its functioning according to the design criteria and its parameters. Notwithstanding the details furnished, any discrepancies shall be brought out in the technical bid highlighting the shortcomings and suggest modifications.

The work to be carried out under the contract shall, except as otherwise provided in these conditions, include all labour, materials, tools, plants, equipment and transport which may be required in preparation of and for and in the full and entire execution and completion of the works.

The descriptions given in the Schedule of Quantities shall, unless otherwise stated, be held to include wastage on material, carriage and cartage, carrying and return of empties, hoisting, setting, fitting and fixing in position and all other labour necessary and for the full and entire execution and completion as aforesaid in accordance with good engineering practice and recognized principles.

Several documents forming the Contract are to be taken as mutually explanatory of one another, detailed drawing being followed in preference to small scale drawing and figured dimensions in preference to scale and special conditions in preference to General Conditions.

In the case of discrepancy between the schedule of quantities, the specifications and/or the Drawings, the following order of preference are observed:-

- a) Description in Schedule of Quantities.
- b) Particular Specifications and Special condition, if any
- c) Drawings prepared for the design.

If there are varying or conflicting provisions made in any one or more document(s) forming part of the contract, the Accepting Authority shall be the deciding authority with regard to the intention of the document and his decision shall be final and binding on contractor.

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

➤ The contractor shall forthwith comply with and duly execute any work comprised in such NIOS's instruction, provided always that verbal instructions, directions and explanations given to the contractor's or his representative upon the works by the NIOS shall if involving a variation be confirmed in writing to the contractor/s within 7 days.

No work, for which rates are not specifically mentioned in the priced schedule of quantities, shall be taken up without written permission of the NIOS. Regarding all factory made products, they shall be manufactured as per their respective **IS code updated** and all test undertaken at factory.

3. **BIDDER SHALL VISIT THE SITE:-**

Intending bidder shall visit the site and make himself thoroughly acquainted with the local site conditions, nature and requirements of works, facilities of transport condition, effective labour and materials, access and storage for materials and removal of rubbish. The bidder shall provide in his tender cost of carriage, freight and other charges as also for any special difficulties and including police restriction for transport etc. for proper execution of work as indicated. The successful bidder will not be entitled to any claim of compensation for difficulties faced or losses incurred on account of any site condition which existed before the commencement of the work or which in the opinion of the NIOS might be deemed to have reasonably been inferred to be soexisting before commencement of work.

4. **TENDERS:-**

The entire set of tender paper issued to the bidder should be submitted fully priced and also signed on the last page of respective chapter (this shall be acceptance of all the pages of the tender and its stipulations) together with initials on every page. Notwithstanding this, Initials / signature in every page will indicate the acceptance of the tender papers by the bidder. (Also refer point no.15 of General Rules & Instruction for guidance of the bidder)

No modifications, writing or corrections can be made in the tender papers by the bidder.

The bidder should note that the tender is strictly on item rate basis and their attention is drawn to the fact that the rates for each and every item

➤ should be correct, workable and self- supporting. If called upon by the NIOS, detailed analysis of any or all the rates shall be submitted. The NIOS shall not be bound to recognize the contractor's analysis.

The works will be paid for as "measured work" on the basis of actual work done and not as "lump sum" contract.

All items of work described in the schedule of quantities are to be deemed and paid as complete works in all respects and details including preparatory and finishing works involved, directly, related to and reasonably detectable from the drawings, specifications and schedule of quantities and no further extra charges will be allowed in this connection. In the case of lump-sum contracts, the payment of such items of work will be made for the actual work done on the basis of lump-sum charges as will be assessed to be payable by the NIOS.

The NIOS has power to add to, omit from any work as shown in the drawings or described in the specifications or included in schedule of quantities and intimate the same in writing but no addition, omission or variation shall be made by the contractor without authorization from the NIOS. No variation shall vitiate the contract.

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

5. SIGNING OF CONTRACT & AGREEMENT:-

The successful bidder /contractor, on acceptance of his tender by the Accepting Authority, shall, within 07 days from the stipulated date of start of the work, sign the contract consisting of :-

- a) Standard form of agreement on stamp paper, the notice inviting tender, all the documents including drawings, if any, forming the tender as issued at the time of invitation of tender and acceptance thereof together with any correspondence leading thereto.
- b) Standard tender Form consisting of :
 - i) General Rules and Instructions.

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- ii) General Conditions of contract and clauses of contract along with Annexures there to, like specification, special conditions etc.
 - iii) Bill of Quantity and Financial Bid.
 - iv) List of Approved Brands/manufacturers appended, if any.
- The contractor shall pay for all stamps and legal expenses, incidental thereto.

6. PERMITS AND LICENSES:

The mandatory statutory approvals pertaining to the elevators will be obtained by the bidder from the respective authorities. No additional cost shall be made by the NIOS for obtaining such approvals.

7. GOVERNMENT AND LOCAL RULES:

The contractor shall conform to the provisions of all local bye-laws and acts relating to the work and to the regulations etc. of the Government and Local Authorities and of any Company whose system and design is proposed to be connected / utilized. The cost, if any, shall be deemed to have been included in his quoted rates, taking into account all liabilities and shall indemnify the NIOS against such liabilities and shall defend all actions arising from such claims or liabilities.

8. TAXES AND DUTIES:

All the duties royalties, cess and sales tax or any other taxes/GST or local charges like octroi etc if applicable on time to time.

9. OPTIONAL ITEMS:

All Optional items described in the schedule of quantities shall be separately included in the contract price as described in the schedule of quantities including all cost and profits but not totaled in the final value. These items shall be exercisable by the NIOS any time during the course of execution of work and shall be binding on the contractor similar to the other items furnished in the tender.

10. QUANTITY OF WORK TO BE EXECUTED:-

The quantities shown in the schedule of quantities are intended to cover the entire works as per the drawings / scope of work, and therefore the contractor is bound to complete the works at the same quoted rates in the event of quantity exceeding the specified bill of quantity. The NIOS reserves the right to change /amend the quantity before start the production of the materials.

11. ADDITIONAL WORK TO BE EXECUTED:-

The NIOS reserves the right to execute any part of the work included in this contract by other agency or persons and contractor shall allow reasonable facilities and use of his facilities for the execution of such work. The main contractor shall extend all co-operations in this regard.

Wherever the work is proposed in co-ordination with other agencies, the contractor shall co-operate with the schedule of works in such a manner as worked out by the Secretary, NIOS.

12. PERFORMANCE SECURITY DEPOSIT:

- i) **BID SECURITY IN LIEU OF EMD:** The Bidder shall submit Rs.3,00,000/- (Three Lakhs only) as an Earnest Money Deposit (EMD)/Bid Security amount in the

form of the Bank Draft in favour of Secretary, NIOS from any Nationalized Bank along with Technical Bid.

- ii) Performance Security Deposit:** - The successful bidder whose tender is accepted shall be required to furnish by way of Performance Security Deposit a sum which shall be equal to 3% (three percent) of the accepted value of the tender within 14 (fourteen) days of the date of issue of the letter of acceptance of his tender by way of Bank guarantee of any schedule Bank in favour of Secretary, NIOS, shall valid upto the Defect Liability Period, i.e two years from the date of final completion of the work.
- iii)** The Performance Security Deposit amount may be refunded within one month after the end of Defect Liability Period provided the contractor has satisfactorily carried out all the works and attended to all defects in accordance with conditions of the contract. No interest is allowed on Performance Security Deposit amount.

13. CONTRACTOR TO PROVIDE EVERY THING NECESSARY::

- i). The contractor shall provide everything necessary for the proper execution of the work according to the intent and meaning of the design parameters, technical specifications, drawings and schedule of quantities. Based on the details furnished in the N.I.T. The contractors should undertake their own assessment and design the plant and system required. If the contractor finds any discrepancies furnished it shall immediately brought to the notice of the NIOS.
- ii). The Contractor shall take full responsibility for adequacy, suitability and safety of all the design, works and methods of design / installation.
- iii). The NIOS shall on no account be responsible for the expenses incurred by the contractor during the progress of work at site, towards any incidental expenditure like medical amenities to the workers at site, security arrangement etc. The NIOS shall not be responsible for the safety of the workers at site either on account of the works executed by the contractor or on account of the works executed by any other agency involved at that time.
- iv). The NIOS will be provided the store for storage of the materials along with lock and key under the supervision of the security personnel deployed by the NIOS. The safety and security of all the materials used for new lifts exclusively lies with the agency and the NIOS will not be responsible whatever the case may be.
- v). The contractor shall at all times give access to workers employed by the NIOS.
- vi). All tools, equipment's and other required facilities for execution of work shall be provided by the contractor.
- vii). Any facilities available at site shall be utilized only with prior permission of the NIOS and cannot be taken as granted and for such services utilities the NIOS is entitled to charge at its discretion.
- viii). No extra charges shall be paid over and above what has been quoted for any of the above or for similar such services.
- ix). The Contractor should hand over the new lifts after installation along with the lift license obtained from the UP Government.

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14. TIME OF COMPLETION, EXTENSION OF TIME & PROGRESS CHART:-

i). TIME OF COMPLETION:

The entire work is to be completed in all respects within the 250 days from the date of award of the work. The work shall be deemed to commence within 90 days from the date of acceptance letter or date of handing over site, whichever is earlier. Time is the essence of the contract and shall be strictly observed by the contractor.

The work shall not be considered as complete until the NIOS have certified in writing that the work has been virtually completed and defect liability period shall commence from the date of such certificate.

ii). EXTENSION OF TIME:

- (a) The time allowed for execution of the Works by the Contractor as specified or the extended time in accordance with these conditions shall be the essence of the Contract. If the contractor commits default in the execution of the work as aforesaid, the NIOS shall without prejudice to any other right or remedy available in law at liberty to forfeit the Performance Security Deposit amount absolutely.
- (b) Request for extension of time, to be eligible for consideration, shall be made by the contractor to the accepting authority in writing within fourteen days of the happening of the event causing delay. The contractor shall also, if practicable, indicate in such a request the total period for which extension is desired, overlapping period, if any, with earlier events causing delays.
- (c) In such case the authority may give a fair and reasonable extension of time for completion of work. Such extension shall be communicated to the contractor by the NIOS in writing, within 3 weeks of the date of receipt of such request. Non application by the contractor for extension of time shall not be a bar for giving a fair and reasonable extension by the NIOS and this shall be binding on the contractor.
- (d) The decision of the NIOS for an extension of time for completion hereunder (which decision shall be final and binding on the contractor) shall be promulgated on completion of the work or at the conclusion of such events based on which the extension of time was sought by the contractor, and the NIOS shall then, in the event of an extension being granted, determine and declare the final completion date. The provision in clause with respect to payment of Liquidated Damages shall, in such case, be read and construed as if the extended date fixed by the NIOS were substituted for and the damage shall be deducted accordingly.

iii). PROGRESS OF WORK:

During the period of work, the contractor shall maintain proportionate progress on the basis of a program chart submitted by the contractor or prepared by the Architect or by whoever is responsible for such program of work. Contractor shall plan for procurement of materials, equipment's well in advance and reflects the same in a progress chart so that there is no delay on the part of the contractor in completion of the project. Maintenance and production of such records as and when required shall be the responsibilities of the contractor.

15. LIQUIDATED DAMAGES:

If the contractor fails to maintain the required progress in terms of the contract or to

complete the work and clear the site on or before the contract or approved extended date of completion, he shall, without prejudice to any other right or remedy of the NIOS on account of such breach, pay as agreed compensation the amount calculated at the rates stipulated below or such smaller amount as may be fixed by the employer on the contract value of the work for every completed week that the progress remains incomplete.

The liquidated damages for non-compliance of the works within 30 Days period shall be 0.5% per week **of Delay** subject to a maximum of 10% of Contract Sum. The NIOS shall be fully empowered to expel any of the bidder's staff in case of any indiscipline/misconduct/violence. The bidder should take extra precaution to ensure that there is absolutely no damage to the facility/property/equipment's of the NIOS during execution of work. The NIOS shall have the right to adjust / set-off against any sum payable to the contractor under this or any other contract with the Employer anywhere in India/outside India.

16. TOOLS, STORAGE OF MATERIALS, PROTECTIVE WORKS AND SITE OFFICE REQUIREMENTS:

The contractor shall provide, fix up and maintain his establishment in an approved position at site and clear away on completion of the works and make good all works disturbed. The contractor shall not fix or place any placards or advertisement of any description or permit the same to be fixed or placed in or upon any hoarding, gantry, building structure other than those approved by the NIOS. No fixtures or materials to be placed in such a manner that can be considered dangerous to the installation and to the persons working or passing by or visiting the site.

17. NOTICE AND PATENTS OF APPROPRIATE AUTHORITY AND OWNERS:

The contractor shall conform to the provisions of any Acts of the Legislature relating to the work, and to the regulations and bye-laws of any authorities, and or other Companies (Indian or International), and / or Statutory Authorities, with whose system and design or technical knowhow are/were proposed to have connection with this work. So also the contractor shall before making any variations from the drawings or specification that may be associated to so conform, give the NIOS written notices specifying the variations proposed to be made and the reasons for making them and apply for instruction thereon. The NIOS on receipt of such intimation shall give a decision within a reasonable time.

The contractor shall arrange to give all notices required for by the said Acts, regulations or Bye-laws to be given to any authority, and to pay to such authority or to any public officer all fees that may be properly chargeable in respect of the work and lodge the receipts with the NIOS.

The contractor shall indemnify the NIOS against all claims in respect of patent rights, royalties, and damages to buildings, roads or members of public in course of execution of work and shall defend all actions arising from such claims and shall keep the NIOS indemnified in all respects from such actions, cost and expenses.

18. CLEARING SITE AND SETTING OUT WORKS:

The site of work shown shall be cleared of all obstructions, waste materials, and rubbish of

all kinds. All material damages on the place of work on the walls, ceiling or flooring or any other connected equipment's, materials or installations shall be re- done to maintain the originality and leveled at the contractors own cost. The contractors shall set out the works and shall be responsible for the true and perfect setting out the works 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 the work, the contractor shall at his own expenses rectify such error, if called upon to the satisfaction of the NIOS.

19. FIXING, FASTENING OF EQUIPMENTS:-

The contractor is to fix the equipment's on the floor by means of appropriate method so that such equipment's fixed on to the floor shall not fall by its own or by natural movements of wind, air normal human operations and shall adopt the best engineering traditions and use appropriate tools in such operations.

The contractor while fixing any material or equipment to be suspended from the ceiling shall use fasteners of suitable strength to hold the weight of the suspended system/equipment or material and such fasteners shall be fixed by means of power drills. The contractor shall not chip the ceiling unless ordered & approved by the Competent Authority at NIOS.

The contractor shall not puncture the existing civil structures like beams, columns and shall not undertake any type of activity which could affect the structural stability. He shall be responsible for any damages and costs in its rectification.

20. CONTRACTOR IMMEDIATELY TO REMOVE ALL OFFENSIVE MATTERS:-

All waste materials and other matters of any offensive nature shall be taken out once the works are completed. The contractor shall keep the works free from dangerous materials like industrial gases, welding machines and any such devices or material of toxic and poisonous nature shall not carry within the site or building any material which are explosive in nature. Any such offensive materials which are essentially required in course of work shall be undertaken with due written permission of the NIOS provided such materials are permissible under Law.

21. ACCESS :

Any authorized representatives of the NIOS shall at all reasonable times have free access to the works and / or to the workshops, factories or other places where materials or equipment's are being prepared or constructed for the work and also to any place where the materials are lying or from where they are being obtained, and the contractor shall extend necessary facility to the NIOS or their representatives for inspection examination and testing of the quality & workmanship of the materials.

22. MATERIALS, WORKMANSHIP, SAMPLES, TESTING OF MATERIALS :

All the works specified and provided for in the specifications or which may be required to be done in order to perform and complete any part thereof shall be executed in the best and most workman like manner with materials of the best and approved quality of the

respective kinds in accordance with the particulars contained in and implied by the specifications and as represented by the drawings or according to such other additional particulars, and instructions as may from time to time be given by the NIOS during the execution of the work, and to his entire satisfaction.

If required by the NIOS the contractor shall have to carry out tests on materials and workmanship in approved material testing laboratories or as prescribed by the NIOS at his own cost to prove that the materials etc. under test conform as specified in the specifications. The necessary charges for sample material, transporting, testing etc. shall have to be borne by the contractor.

All material must be the best of their kind available and the contractors must be entirely responsible for the proper and efficient carrying out of the work. Samples of all the materials to be used must be submitted to the NIOS when so directed by the NIOS.

Should the work be suspended by any reason, the contractor shall take all precautions necessary for the protection of work and at his own expenses shall make good any damages arising from any of these causes.

23. REMOVAL OF IMPROPER WORK :

The NIOS shall during the progress of the work have power to order in writing from time to time the removal from the work within such reasonable time or times as may be specified in the order of any materials which in the opinion of the NIOS are not in accordance with specification or instructions, the substitution or proper re-execution of any work executed with materials or workmanship not in accordance with drawings and specifications or instructions.

In case the contractor refuses to comply with the order the NIOS shall have the power to employ and pay other agencies to carry out the work and all expenses consequent thereon or incidental thereto as certified by the NIOS shall be borne by the contractor or may be deducted from any money due to or that may become due to the contractor. No certificate which may be given by the Section Officer (Maintenance Section) shall relieve the contractor from his liability in respect of unsound work or bad materials or design.

24. CONTRACTOR'S EMPLOYEES:

The contractor shall employ technically qualified and competent supervisors for the work who shall be available (By turn) throughout the work and shall participate during site meetings and be available to take and comply with instructions of the NIOS. In case of electrical works as per statutory Acts & Rules of Electricity Board, the persons so employed shall have the requisite supervisory permit or wireman permit for appropriate nature of work undertaken.

25. No Child Labour :

No labour below the age of eighteen years shall be employed on the work. In case of electrical works, the labour employed by the bidder or their sub-contractor should be authorized person as permitted by the Chief Electrical Inspectorate office of the respective

State Government. The NIOS shall not be responsible for any deviation and the bidders shall indemnify the NIOS from any legal action or in any way directly or indirectly.

26. Labour Legislation:-

The bidder shall comply with the provisions of the payment of Wages Act, 1936, Minimum Wages Act, 1948, Employees Liability Act, 1938, Workmen's Compensation Act, 1923, Industrial Disputes Act, 1947, Maternity Benefits Act, 1961, and the Contractors Labour (Regulation and Abolition) Act 1970, or the modifications thereof or any other laws relating thereto and the rules made there under from time to time.

The bidder shall, notwithstanding the provisions of any contract to the contrary, cause to be paid fair wage to labour indirectly engaged on the work, including any labour engaged by his subcontractors in connection with the said work, as if the labour had been immediately employed by him.

The bidder shall indemnify and keep indemnified the NIOS against payments to be made under and for the observance of the laws aforesaid and the Contractors' Labour Regulations without prejudice to his right to claim indemnify from his sub-contractors. The laws aforesaid shall be deemed to be a part of this contract and any breach thereof shall be deemed to be a breach of this contract.

27. COMPLIANCE OF LABOUR REGULATIONS:

The bidder shall at his own expense arrange for all the safety provisions for the safety of all workers and employees directly or indirectly employed on the work by the bidder or their subcontractors.

The bidder shall be fully responsible for compliance at their own expense all the labour regulations and rules to be observed by him and his sub-contractors and by the NIOS as Principal Employer of workers. The Bidder shall fully indemnify the NIOS against any action by the state and/or Central Government for any default or alleged default by the bidder, Sub-contractor or NIOS of any of such rules and regulations. If, due to any default of the bidder or his sub-contractors, the NIOS has to incur any expenditure for compliance of the rules and regulations or for any other reason connected with such default, the NIOS shall be entitled to recover from the bidder all such expenditure in full from any payment due to the bidder.

28. DISMISSAL OF WORKMEN:

The contractor shall on request of the NIOS immediately dismiss or take off from the works any person employed thereon by him, who may in the opinion of the NIOS, be unsuitable or incompetent or who may misconduct himself. Such discharge shall not be the basis of any claim for compensation or damages against the NIOS or any of their officers or employee.

29. ASSIGNMENT:-

The whole of the works included in the contract shall be executed by the contractor and the contractor shall not directly or indirectly transfer, assign or underlet the contract or any part, share or interest therein nor, change in constitution and no subletting shall relieve the

contractor from the full and entire responsibility of the contract or from active superintendence of the work during their progress.

30. **DAMAGE TO PERSONS AND PROPERTY INSURANCE ETC.:**

- a. **Damages to persons:** The bidder shall be responsible for all injury to the work or workmen to persons 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-contractor or of any of his or a sub-contractors employees, whether such injury or damage arise from carelessness, accident or any other cause whatsoever in any way connected with the carrying out of this contract.
- b. The clause shall be held to include interalia, any damages to buildings whether immediately adjacent or otherwise, and any damage to roads, streets, footpaths or ways as well as damages caused to the buildings and the works forming the subject of this contract by rain, wind or other inclemency of the weather. The bidder shall indemnify the employer and hold harmless in respect of all and any expenses arising from such injury or damages to persons or property as aforesaid and also in respect of any claim made in respect of injury or damage under any acts of compensation or damage consequent upon such claim.
- c. **Damages to property:** The bidder shall reinstate all damage of every sort mentioned in this clause, so as to deliver the whole of the contract works complete and perfect in every respect and so as to make good or otherwise satisfy all claims for damages to the property or third parties. The bidder shall affect the insurance necessary and indemnify the NIOS entirely from all responsibility in this respect. The insurance must be placed with a company approved by the NIOS and must be effected jointly in the name of the contractor and the NIOS and the policy lodged with the latter. The scope of insurance is to include loss or damage to the work and workmen due to carelessness, accident including fire, earthquake, floods, etc., damage or loss to the contract itself till this is made over a complete state. Insurance is compulsory and must be affected from the very initial stage. The contractor shall also be responsible for anything which may be excluded from damage to any property arising out of incidents, negligence or defective carrying out of this contract. The NIOS shall be at liberty and is hereby empowered to deduct the amount of any damages, compensations, costs, charges and expenses arising or occurring from or in respect of any such claim or damages from any sums due or to become due to the contractor. If the bidder or his working people or servants shall break, deface, injure or destroy any part of building in which they may be working, or any building, road, road curb, fence, enclosure, water pipe, cables, drains, electrical cables or telephone post or wires, trees, grass or grass land, or cultivated ground contiguous to the premises on which the work or any part is being executed, or if any damage shall happen to the work while in progress, from any cause whatever or if any defect, or other faults appear in the work within twelve months after a certificate final or otherwise or its virtual completion shall have been given by the NIOS as aforesaid arising out of defector improper materials or workmanship the bidder shall upon receipt of a notice in writing on that behalf make the same good at his own expense or in default the Secretary, NIOS cause the same to be made good by other workmen and deduct the expense from any sums that may be then or at any time thereafter may become due to the bidder, or from his security deposit, or the proceeds of sale thereof or of a sufficient portion thereof.



d. **INSURANCE:**

The bidder should insure all the materials required for the work assigned to them at his own risk. The workmen deployed at the site should be covered under ESIC/Group Insurance.

31. PAYMENT TERMS & ITS RECOVERY:

- 1) No advance payment shall be paid against the work awarded to the Contractor by the NIOS.
- 2) Further 65% pro-rata payment shall be made upon the supply of all the materials of all new lifts at site and submitted duly supported by documents / vouchers subject to dismantling & removing of material from the site
- 3) 20% payment will be made on the start of the installation of the lifts on pro-rata basis.
- 4) The balance 15% shall be released after successful commissioning and testing as per stipulated norms and keeping retention as per the satisfaction of the Competent Authority of the NIOS after virtual completion.
- 5) The final bill shall be submitted by the contractor within 1 (one) month from the date of completion of work or from the date of certification of virtual completion.
- 6) The final payment shall be released only after successful execution of the work to be awarded and submission of the Bank Guarantee towards the Performance Security Deposit of the total contract value.

32. VARIATION / DEVIATION:

- a) The Chairperson, NIOS shall have power to make alteration in, omissions from, additions to or substitutions for the original specifications, drawings, designs and instructions that may appear to him to be necessary or advisable before start the production of the materials, and the bidder shall be carried out the works in accordance with any instructions given to him in writing signed by the Competent Authority of the NIOS. Such alterations, omissions, additions or substitution shall form part of the contract as if originally provided therein and any altered, additional or substituted work which the bidder may be directed to do in the manner specified above as part of the works, shall be carried out by the bidder on the same terms & conditions in all respects on mutually settled price if required on which he agreed to do the main work except as hereafter provided.
- b) In the event of any deviation being ordered which in the opinion of the bidder changes the original nature of the Contract, he shall within fifteen days of having been so ordered bring this to the notice of the NIOS with the reasons but nevertheless carry it out and the disagreement as to the nature of work and the rate to be paid therefore shall be resolved in accordance with Clause under caption "SETTLEMENT OF DISPUTES AND ARBITRATION".
- c) The tendered rates, shall hold good for any increase or decrease in the tendered quantities up to variation of 10- 15% and as stipulated elsewhere for legitimate completion of works as per original design or scope of work and on account of any modification or alteration suggested and where the variation is for the respective item

is beyond 15%, the rate for the respective item(s) may be reviewed on mutually agreed terms.

33. SUBSTITUTION:

If the contractor desired to substitute any materials and workmanship, the contractor must be obtained the approval of the NIOS in writing for any such substitution well in advance. In respect of the Materials whose makes are not specified in the tender, specific approval of the NIOS has to be obtained in writing before their usage.

34. PREPARATORY WORK FOR UTILISATION OF THE FACILITY AFTER COMPLETION:

- a. The whole of the work will be thoroughly inspected by the contractor and deficiencies and defects set right. On completion of such inspection the contractor shall inform the NIOS that they have completed the work and it is ready for the inspection.
- b. On completion of the works the contractor shall clear away and remove from the site all constructional materials, plant & equipment's, tools, surplus materials, scraps, rubbish and temporary works of every kind and leave the whole of the site and the works should be cleaned in a workman like condition to the satisfaction of the NIOS.
- c. In the event of failure to clear the site as required the NIOS have the right to undertake the same engaging other agency and the same shall be at the cost of the contractor and liable for deductions in the payments due to the contractor and the contractor shall not dispute such payments.

35. DEFECT AFTER COMPLETION:

- a. The contractor shall make good at his own cost and to the satisfaction of the NIOS all defects, or other faults which may appear during the Defect Liability Period.
- b. In case of specialized work based on the contractor's own design and their standard manufacturing product incorporated in the works and in the event of the design of the system being defective or any components used found to be defective on account of manufacturing defects or otherwise forcing, any improvement thereof to be implemented or undertaken to rectify such inherent defects, notwithstanding additional cost of components or design modification, they shall be undertaken at BIDDER's own cost.
- c. In default, the NIOS may employ and pay other agency or persons to amend and make good such damages, losses and expenses consequent thereon or incidental thereto such expenses shall be made good and borne by the contractor failing which the same shall be recoverable from the payment due to the contractor and in the event of amount retained being insufficient, recover the balance from the contractor from the amount retained under clause no: 12 together with any expenses the NIOS may have incurred in connection therewith.

36. CONCEALED WORKS :

The contractor shall give due notice to the NIOS wherever any work is to be buried or concealed in the building in the earth, flooring, walls or otherwise becoming

inaccessible later on, in order that the work may be inspected and correct dimensions or measurements taken before such burial. In default whereof the same shall, in the opinion of the NIOS be either opened up for measurement at the contractor's expenses or no payment may be made for such materials. Should any dispute or difference arise after the execution of any work as to measurements etc. or other matter which cannot be conveniently tested or checked, the notes / certification of the NIOS shall be accepted as correct and binding on the contractor.

37. **ESCALATION :**

The rate quoted by the firm shall be valid till the completion/handing over all the seven lifts. However in case of any statutory taxes in the prices varied shall be applicable throughout the tenure of the contract (including extension of time, if any granted) and will not be subject to any fluctuation due to increase in cost of materials, labour, etc. unless specifically provided in these documents.

38. **IDLE LABOUR:**

Whatever the reasons may be, no claim for idle labour, additional establishment cost of hire and labour charges of tools and plants would be entertained under any circumstances.

39. **SUSPENSION/ TERMINATION OF WORKS:**

1. The NIOS may suspend the works after giving one month notice in writing to the bidder in respect of any delay in commencing, completing or during the progress of work or inferior workmanship, may serve notice in writing absolutely determine and cancel the contract in any of the following cases;
 - i) If the contractor having been given by the NIOS a notice in writing to rectify, reconstruct or replace any defective work or that the work is being performed in any inefficient or otherwise improper or un-workman like manner shall comply with the requirement of such notice for a period of seven days thereafter.
 - ii) If the contractor being a company shall pass a resolution or the court shall make an order that the company shall be wound up or if a receiver or the authorized officer of NIOS on behalf of a NIOS shall be appointed or if circumstances shall arise which entitle the court or the NIOS to appoint a receiver or a authorized officer of NIOS or which entitle the court to make a winding up order.
 - (ii) If the contractor has without reasonable cause failed to commence the work or has suspended the progress of the work or has failed to proceed with the work with due diligence so that in the opinion of the NIOS (which shall be final and binding) he will be unable to secure completion of the work by the date for completion and continues to do so after a notice in writing of seven days from NIOS.
 - iv) If the contractor fails to complete the work within the stipulated date or items of work with individual date of completion, if any stipulated, on or before such date (s) of completion and does not complete them within the period specified in a notice given in writing in that behalf of the Secretary, NIOS.
 - v) If the contractor persistently neglects to carry out his obligations under the contract and/or commits default in complying with any of the terms and conditions of the contract and does not remedy it or take effective steps to remedy it within 7 days after a



notice in writing is given to him in that behalf by the Secretary, NIOS.

- vi) If the contractor commits any acts mentioned in terms of tender hereof: And when the contractor has made himself liable for action under any of the cases aforesaid, the NIOS shall have powers :
 - a) To determine or rescind the contract of which termination or rescission notice in writing to the contractor under the hand of the NIOS shall be conclusive evidence. Upon such determination or rescission, the security deposit of the contractor shall be liable to be forfeited and shall be absolutely at the disposal of the Competent Authority of NIOS.
 - b) In any such event the contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials or entered into any engagements or made any advances on account or with a view to the execution of the work or the performance of the contract. And in case action is taken under any of the provisions aforesaid, the contractor shall not be entitled to recover or be paid any sum for any work thereto or actually performed under this contract unless and until the authorized officer of the NIOS has certified in writing the performance of such work and the value payable in respect thereof and he shall only be entitled to be paid the value so certified; Provided further that any of the recoveries to be made when the excess cost incurred by the NIOS is more than the Security Deposit to be forfeited, such recoveries shall be limited to the amount by which the excess cost incurred exceeds the Security deposit so forfeited.
- 39.2. In any case in which any of the powers conferred upon the NIOS hereof, shall have become exercisable & the same shall not be exercised, the non-exercise thereof shall not constitute a waiver of any of the conditions hereof and such powers shall notwithstanding be exercisable in the event of any future case of default by the contractor and the liability of the contractor for compensation shall remain unaffected.

40. TERMINATION OF CONTRACT BY THE NIOS:

- a) If the contractor ::
 - (i) at any time makes default in proceeding with the works or any part of the work with due diligence and continues to do so after a notice in writing of 7 days from the Competent Authority of NIOS or
 - (ii) commits default in complying with any of the terms and conditions of the Contract and does not remedy it or take effective steps to remedy it within 7 days after a notice in writing is given to him in that behalf by the Competent Authority of NIOS; or
 - (iii) fails to complete the works or items of work with individual dates of completion, on or before the date(s) of completion, and does not complete them within the period specified in a notice in writing is given to him in that behalf by the Competent Authority of NIOS; or
 - (iv) Shall enter into a Contract with the NIOS in connection with which commission has been paid or agreed to be paid by him or his knowledge, unless the particulars of any such commission and the terms of payment thereof have been previously disclosed in writing to the Accepting Authority of the NIOS.
 - (v) shall obtain a Contract with the NIOS as a result of wrong tendering or other unethical methods of competitive tendering; or
 - (vi) being an individual, or in a firm, any partner thereof shall at any time be adjudged insolvent or have a receiving order or order for administration of his estate made

against him or shall take any proceedings for liquidation or composition (other than a voluntary liquidation for the purpose or amalgamation or reconstruction) under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or composition or arrangement for the benefit of his creditors or purport so to do, or if any application be made under any Insolvency Act for the time being in force for the sequestration of his estate or if a trust deed be executed by him for benefit of his creditors; or

- (vii) being a company, shall pass a resolution or the Court shall make an order for the winding up of the Competent Authority of NIOS on behalf of the debenture holders or others shall be appointed or circumstances shall arise which entitle the Court or debenture holders to appoint an ; or
- (viii) shall suffer an execution being levied on his goods and allow it to be continued for a period of 21 days; or
- (ix) assigns, transfers, sublets (engagement of labour on a piece-work basis or of labour with materials not to be incorporated in the work, shall not be deemed to be subletting) or otherwise parts with or attempts to assign, transfer sublet or otherwise parts with the entire works or any portion thereof without the prior written approval of the Competent Authority;
- (x) The Accepting Authority may, without prejudice to any other right or remedy which shall have accrued or shall accrue thereafter to the NIOS, by a notice of 15 days in writing cancel the contract as a whole or only such of items in default from the bidder
- (xi) The Competent Authority shall on such cancellation by the accepting authority have powers to, for which the contractor shall hereby unconditionally agree:
 - a) to take possession of the Site and any materials, constructional plant, implements, stores, etc., thereon; and/or
 - b) to carry out the incomplete work by any means at the risk and cost of the bidder.
 - c) Cancellation of the Contract in full or in part, the Competent Authority of NIOS shall determine what amount, if any, is recoverable from the contractor for completion of the works or part of the Works or in case the Works or part of the Works is not to be completed, the loss or damage suffered by the NIOS. In determining the amount, credit shall be given to the contractor for the value of the work executed by him up to the time of cancellation, the value of contractor's materials taken over and incorporated in the work.
 - d) Any excess expenditure incurred or to be incurred by the NIOS in completing the Works or part of the Work or the excess, loss or damages suffered or may be suffered by the NIOS as aforesaid after allowing such credit shall without prejudice to any other right or remedy available to the NIOS in law be recovered from any money due to the bidder on any account, and if such moneys are not sufficient the bidder shall be called upon in writing and shall be liable to pay the same within 30 days.
 - e) If the Contractor fails to pay the required sum within the aforesaid period of 30 days, the Authorized officer of the NIOS with the approval of the Competent Authority of the NIOS shall have the right to sell any or all of the Contractor's unused materials, constructional plant, implements, temporary buildings, etc. and apply the proceeds of sale thereof towards the satisfaction of any sums due from the Contractor under the Contract and if thereafter there be any balance outstanding from the Contractor, it shall be recovered in accordance with the provisions of the Contract.
 - f) Any sums in excess of the amounts due to the NIOS and unsold materials, constructional plant, etc., shall be returned to the Contractor, provided always that

if cost or anticipated cost of completion by the NIOS of the Works or part of the Works is less than the amount which the Contractor would have been paid had he completed the Works or part of the Works, such benefit shall not accrue to the Contractor.

- a. **Termination of contract:** The NIOS solely reserve the right to terminate the contract before start of the production of materials without assigning any reason for whatsoever cause and the decision shall be wholly binding.
- b. **Penalty Clause:** If the work not completed to the satisfaction of the NIOS within the stipulated period, the contractor shall be bound to pay to the NIOS a sum calculated as **0.5% of tender amount/contract amount** per week or part thereof. Subject to a ceiling of **10%** of the accepted contracted sum by way of Penalty/ liquidated damages. **In addition to the above mentioned Penalty/ liquidated damages there will be penalties on missing mile stones.** This mile stone penalties will be **0.5%** (of Total work order value) per day. The mile stones for penalty will be as per project schedule issued and agreed by the contractor before starting the project.

b) SETTLEMENT OF DISPUTES AND ARBITRATION:

- a. It shall be an inseparable part of the contract that in matters regarding quality of materials, workmanship, removal or rejection of improper work, interpretation of the drawings and specifications, measurements of materials and/or items of work, mode of procedure and carrying out of the work, the decision of the Competent Authority of the NIOS which shall be given in writing, shall be final, conclusive and binding on the bidder.
- b. (i) If the bidder considers any work demanded of him to be outside the requirements of the contract, or considers any drawings record or decision given in writing by the Competent Authority on any matter in connection with or arising out of the contract or carrying out of work, to be unacceptable, he shall promptly within 15 days request the NIOS in writing for written instruction or decision. There on, the NIOS shall give his written instructions or decision within a period of two months from the receipt of the bidder's letter.
 - i. Upon receipt of such written instructions or decision the bidder shall promptly proceed without delay to comply with such instructions or decisions. If the NIOS fails to give his instructions or decision in writing within a period of two months after being requested or if the bidder is dissatisfied with the instructions or decision of the NIOS, the Contractor may within 30 days appeal to the designated Appellant Authority of the NIOS who shall afford an opportunity to the bidder to be heard and to offer evidence in support of his appeal. If he is dissatisfied with this decision, the bidder shall within a period of thirty days from receipt of the Appellant Authority of the decision shall indicate his intention to refer the dispute to Arbitration, failing which the said decision shall be final and conclusive and not referable to adjudication by the Arbitrator.
- c. All disputes or differences in respect of which decisions have not been final, binding and conclusive as above shall be referred for adjudication by the arbitration by a Sole Arbitrator appointed as follows :
- d. Within one month of receipt of notice from any party to the contract for appointment of

the Arbitrator the Appellant Authority, in charge of the work at the time of such appointment shall send to the bidder a panel of three names of persons who shall not presently be connected with the work. The bidder shall within fifteen days of receipt of this list select and communicate to the Appellant Authority the name of one person from the list who shall then be appointed as the sole arbitrator by the Appellant Authority.

- e. If the bidder fails to communicate his selection of name, within the stipulated period, the Appellant Authority shall without delay select one person from the list and appoint him as Sole Arbitrator. If the Appellant Authority fails to send such a list within one month as stipulated, the bidder shall send a similar list to the Appellant Authority within 15 days. The Appellant Authority shall then select one person from the list and appoint him as the Sole Arbitrator within 30 days of the receipt of the list. If the Appellant Authority fails to do so the tendered shall communicate to the Appellant Authority the name of one officer from the list who shall then be the Sole Arbitrator.
- f. If the Arbitrator so appointed is unable or unwilling to act or resigns 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.
- g. It is term of this contract that the party invoking arbitration shall give a list of disputes with amounts claimed in respect of each such dispute along with the notice for appointment of arbitrator and giving reference to the rejection by the Appellant Authority of the appeal and a copy of his notice(s) of intention to refer the dispute to arbitration of such disputes as mentioned in Part (ii) above failing which the notice for appointment of the Arbitrator shall not be treated as notice for appointing the arbitrator.
- h. It is also a term of this contract that no person other than a person appointed by Appellant Authority, in charge of the work 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.
- i. It is also a term of the contract that if the bidder does not make any demand for appointment of arbitration in respect of any claims in writing as aforesaid within 90 days of receiving the intimation from the NIOS that the final bill is ready for payment, the claim of the contractor shall be deemed to have been waived and absolutely barred and the NIOS shall be discharged and released of all liabilities under the contract in respect of these claims. No party shall be entitled to bring any claim to arbitration if the arbitrator has not been appointed before the expiry of sixty days after defect liability period.
- j. The arbitration shall be conducted in accordance with the provisions of the Indian Arbitration & Conciliation Act, 1996, or any statutory modification or re-enactment thereof and the rules made there under and for the time being in force shall apply to the arbitration proceeding under this clause.
- k. The arbitrator may from time to time with the consent of the parties enlarge the time for making and publishing the award.
- l. It is also a term of the contract that any fees TA, DA and other charges are payable to the

Arbitrator shall be paid by both the parties equally.

- m. It is also a term of the contract that the Arbitrator shall be deemed to have entered on the reference on the date of first hearing. The venue of the arbitration shall be such a place as may be fixed by the Arbitrator in his sole discretion generally New Delhi . However, the parties with mutual consent can decide the place of Arbitration. The fees and charges of the Arbitrator shall, if required to be paid before the award is made and published, be paid equally by each of the parties. The cost of the reference and of the award (including the fees, if any, of the Arbitrator) shall be in the discretion of the Arbitrator who may direct to and by whom and in what manner, such costs or any part thereof shall be paid and fix or settle the amount of costs to be so paid. "The language of the Arbitration proceeding shall be in English"
- n. The award of the Arbitrator shall be final and binding on both the parties

42 RIGHT TO AUDIT/TECHNICAL EXAMINATION:

The NIOS shall have the right to cause an audit and technical examination of the works and the final bills of the contractor including all supporting vouchers, abstract, etc., to be made even after payment of the final bill and if as a result of such audit and technical examination any sum is found to have been overpaid in respect of any work done by the bidder under the contract or any work claimed to have been done by him under the contract and found not to have been executed, the bidder shall be liable to refund the amount of overpayment and it shall be lawful for the NIOS to recover the same from him in the manner prescribed in the tender or in any other manner legally permissible and if it is found that the bidder was paid less than what was due to him under the contract in respect of any work executed by him under it, the amount of such under payment shall be duly paid by the NIOS to the bidder without any interest thereon; Provided that the bidder shall not be entitled to payment of any sum paid short where such payment has been agreed upon between the NIOS on the one hand and the bidder on the other under any term of the contract permitting payment for work after assessment by the Competent Authority of NIOS.

43 LIEN ::

- (a) Whenever any claim or claims for payment of a sum of money arises out of or under the contract against the contractor, the NIOS shall be entitled to withhold and also have a lien to retain such sum or sums in whole or in part from the security, if any deposited by the bidder and for the purpose aforesaid, the NIOS shall be entitled to withhold the security deposit, if any, furnished as the case may be and also have a lien over the same pending finalization or adjudication of any such claim. In the event of the security being insufficient to cover the claimed amount or amounts or if no security has been taken from the contractor, the NIOS shall be entitled to withhold and have a lien to retain to the extent of such claimed amount or amounts referred to above, from any sum or sums found payable or which may at any time thereafter become payable to the contractor under the same contract or any other contract with the NIOS pending finalization or adjudication of any such claim.
- (b) Any sum of money due and payable to the contractor (including the security deposit returnable to him) under the contract may be withheld or retained by way of lien by the

➤ NIOS or a person authorized by the Competent Authority of the NIOS through against any claim of the NIOS or such person or persons in respect of payment of a sum of money arising out of or under any other contract made by the contractor with the NIOS or with such other person or persons.

- (c) It is an agreed term of the contract that the sum of money or moneys so withheld or retained under the lien referred to above by the NIOS will be kept withheld or retained as such by the NIOS till the claim arising out of or under the contract is determined by the arbitrator (if the contracts governed by the arbitration clause) or by the competent court, as the case may be and that the bidder will have no claim for interest or damages whatsoever on any account in respect of such withholding or retention under the lien referred to above and duly notified as such to the bidder. For the purpose of this clause, where the bidder is a partnership firm or a limited company, the NIOS shall be entitled to withhold and also have a lien to retain towards such claimed amount or amounts in whole or in part from any sum found payable to any partner/limited company as the case may be, whether in his individual capacity or otherwise.

44. EXTERNAL INSPECTION & AUDIT:-

- i. All works under or in course of execution or executed in pursuance of the Contract shall at all times be open and accessible to the inspection of the Quality Control Organization of the NIOS or any designated auditor / officials of the NIOS and of the Chief Technical Examiner's Office under Central Vigilance Commission.
- ii. If it shall appear to the authorized person appointed by the Competent Authority of the NIOS that any work has been executed with unsound, imperfect, or unskillful workmanship, or with materials or articles provided by him for the execution of the work which are unsound or of a quality inferior to that contracted or otherwise not in accordance with the contract, the contractor shall, on demand made in writing within the defect liability period from the Competent Authority of NIOS specifying the work, materials or articles complained of notwithstanding that the same may have been passed, certified and paid for earlier, forthwith rectify, or remove and reconstruct the work so specified in whole or in part, as the case may require and provide other proper and suitable materials or articles at his own charge and cost.
- iii. In the event of the contractor failing to do so within a period specified by the authorized person of NIOS in his demand aforesaid, the contractor shall be liable to pay compensation at the same rate as under the clause of defects after completion for this default.
- iv. In such case the Authorized person of NIOS may not accept the item of work at the rates applicable under the contract but may accept such items at reduced rates as the NIOS or the competent authority may consider reasonable during the preparation of on account bills or final bill if the item is so acceptable without detriment to the safety and without substantially affecting the utility of the item and the structure or he may reject the work outright without any payment and/or get it and other connected and incidental items rectified, or removed and re-executed at the risk and cost of the contractor. Decision of the Competent Authority of NIOS to be conveyed in writing in respect of the same shall be final and binding on the bidder.

- v. The safety test of all the newly installed lifts needs to be carried out with 125% load capacity on full speed.
- vi. The Contractor should hand over the new lifts after installation along with the lift license obtained from the UP Government.

45. FORCE MAJEURE CLAUSE: -

"Neither Party will be liable for any delay or failure to perform its obligations, if the delay or failure has resulted from circumstances beyond its reasonable control, including but not limited to, act of God or governmental act, political instability, epidemic, pandemic, flood, fire, explosion, accident, civil commotion, war, computer viruses, industrial dispute, labour unrest and any other occurrence of the kind listed above, which is not reasonably within the control of the affected party.

Each Party agrees to give to the other a fifteen (15) calendar days written notice as soon as reasonably possible on becoming aware of an event of force majeure and such notice shall contain details of the circumstances giving rise to the event of force majeure.

If the event of force majeure continues for a period of more than 30 consecutive days then either party may have the option to terminate the Agreement upon written notice of such termination to the other party."

46. NON DISCLOSURE:

It is hereby agreed that all the parties in this agreement hereby agree as follows.

"Receiving party shall hold all information about and / or information gathered about the NIOS through this process in strict confidence with the same degree of care with which Receiving party protects its own confidential and proprietary information. The NIOS issuing such guarantee could stand exposed to period of limitation under the limitation act 1963 which period is 30 year when the Government is the guarantee beneficiary and 3 year when any other party is the guarantee beneficiary.

47. The RFP shall be constructed & interpreted in accordance with & governed by the laws of India, and the courts at New Delhi shall have exclusive jurisdiction over matters arising out of or relating to this RFP.

Signature of the Bidder/ Contractor

With Seal



ANNEXURE-III

BANK GUARANTEE FORMAT FOR SECURITY DEPOSIT
(To be executed on Non-judicial Stamp Paper of Rs. 100/-)

To,

The Secretary
National Institute of Open Schooling (NIOS)
A-24 & 25, Sector-62, NOIDA, UP

Bank Guarantee No.:-
Amount:-
Date:-
Valid Upto:-

THIS DEED OF GUARANTEE made this ____Day of _____, 2022, by Secretary, National Institute of Open Schooling (NIOS) an Autonomous Institution under Ministry of Education, Govt. of India having its Head Quarter is located at A-24 & 25, Sector-62, NOIDA,UP-201309 herein called after 'NIOS' Which expression shall unless repugnant to the context and meaning thereof includes its successors).

In favour of

National Institute of Open Schooling (NIOS) an Autonomous Institution under Ministry of Education, Govt. of India having its Head Quarter is located at A-24 & 25, Sector-62, NOIDA, UP-201309 (herein after called 'NIOS' which expression shall unless repugnant to the context and meaning thereof includes its successors and assigns).

WHEREAS National Institute of Open Schooling (NIOS) and M/s (Name of the Contractor/___, having their Registered Office at (Address of the Contractor_____ (hereinafter called "the Contractor", which expression shall unless repugnant to the extent and meaning thereof include s its successors and assigns) have issued Tender document /Award Letter/LOI No.----- dated-----

----- whereby the Contractor has agreed to carry out the work of "(Name of work_____)" subject to the terms therein contained and also on the terms and conditions contained in the Agreement dated Executed between National Institute of Open Schooling (NIOS)and Contractor(the Agreement).

AND WHEREAS in accordance with the terms and conditions of the Tender Agreement, the Contractor has agreed to furnish a Bank Guarantee to Secretary, National Institute of Open Schooling (NIOS) in the form acceptable To the National Institute of Open Schooling (NIOS), for a sum of - -----(Rupees_____) to ensure timely and satisfactory performance by the Contractor of its obligations under the Agreement.

➤
AND WHEREAS the NIOS has at the request of the Contractor agreed to furnish an irrevocable guarantee in favour of Secretary, National Institute of Open Schooling (NIOS) to duly secure the performance by the Contractor of its obligations under the Agreement on the terms and conditions herein contained.

NOW THIS DEED WITNESSETH AS FOLLOWS:

1. The Bank hereby unconditionally and irrevocably guarantees the due and punctual performance and observance of and compliance by the Contractor of the covenants, agreements, conditions and provisions expressed or implied on the part of Contractor to be performed, observed or complied with under the Agreement in accordance with the terms thereof and in the event of Contractors nonperformance, non-observance and noncompliance of the same for any reasons, the Bank shall absolutely, irrevocably and unconditionally without any right of set off or counter claim, forthwith upon receipt of a written demand by Secretary, National Institute of Open Schooling (NIOS) and without demur or protest and without reference to the Contractor pay to Bank a sum not exceeding-----
----- . A demand so made by Secretary, National Institute of Open Schooling (NIOS) shall be final and binding on the Bank and the Bank shall be obliged to pay the amount demanded forthwith to the NIOS.

2. The Bank's liability under this Guarantee is restricted to _____/-.

3. The decision of Secretary, National Institute of Open Schooling (NIOS), for the time being in force, or at any time thereafter as to the nonperformance, non-observance and non-compliance by the Contractor of the covenants, agreements, conditions and provisions expressed or implied, of the part of the Contractor, to be observed, performed or complied with under the Agreement shall be final, conclusive and binding upon the Bank and shall not in any circumstances be questioned by the Bank.

4. Any demand for payment under the Guarantee shall be made on the Bank by the NIOS in writing at The Name of Bank _____ with address _____ and shall be deemed to have been sufficiently made by the NIOS if the writing containing the demand is sent and received by the Bank by registered post to the address as aforesaid or sent to the Bank by hand delivery at such address and written acknowledgement obtained to such delivery.

5. The guarantee obligations of the Bank hereunder shall continue in force and effect and be binding on the Bank in accordance with its terms up to

6. As between the Bank and Secretary, National Institute of Open Schooling (NIOS) (but without affecting the Contractors obligations) the bank shall be liable under this Guarantee as if it were the Principal Debtor. The bank's liability hereunder shall not be discharged nor shall its liability be affected by:

a. Any time, indulgence, waiver or consent at any time given by Bank to the Contractor.

b. Any amendment to the Agreement;

c. The making or the absence of any demand by Bank on the Contractor or any other person for payment;

d. The enforcement or absence of enforcement of the Agreement or of any security or other guarantee or indemnity;

e. The illegality, invalidity or unenforceability of any defect in any provision of the Agreement or of any of the Contractors obligations there under;

f. The dissolution, amalgamation, reconstruction or reorganization or appointment of any Administrative receiver of the Contractor.

7. The Guarantee herein contained shall not be determined or in any way prejudiced or affected by any change in the constitution of the Bank or by any merger or amalgamation or reconstruction or the Bank but shall be enforceable against the merged, amalgamated or reconstructed body.

8. The Bank hereby expressly and irrevocably waives all claims of waiver, release, surrender or

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compromise, defenses, setoffs, counter claims, recoupment, reductions, limitation and impairments.
9. The NIOS shall be at liberty to vary, and alter or modify any of the terms and conditions of the Agreement including without limitation to extend from time to time the time for the performance of the Agreement by the Contractor or to postpone from time to time any of the powers exercisable by the NIOS against the Contractor, to forbear or to enforce any of the terms and conditions of the Agreement, without in any manner affecting this Guarantee and without notice to or assent of the Bank provided that nothing contained hereinabove extends or enlarges the liability of the Bank under this guarantee.

10. The Bank waives any right requiring to the NIOS proceed first against the Contractor or requiring the NIOS to first enforce any other security or any other guarantee.

11. The Bank agrees and confirms that its obligation to make payment to the NIOS on demand hereunder and discharge of such obligation shall not be delayed, exercised or avoided by reason of any act or omission on the part of the NIOS the legal consequence of which may be the discharge of the Bank as guarantor.

12. The Bank declares and confirms that the Bank has taken all necessary corporate action to authorize the execution delivery and performance of this Guarantee in accordance with the terms hereof and that the bank has full power to enter into and performance and discharge its obligations undertaken hereunder and this his Guarantee constitutes legal, valid and binding obligation of the Bank, enforceable in accordance with its terms.

13. This guarantees shall be governed by and construed in all respects according to the laws of the India and shall be subject to the jurisdiction of the court in New Delhi.

14. All notices, demands or communications required or permitted to be given hereunder shall be in writing and shall be valid and sufficient if dispatched or acknowledged as received as follows:

IF to the Bank:
The Branch Manager
The Name of Bank and Address

IF to The Secretary
National Institute of Open Schooling (NIOS)
A-24 & 25, Sector-62, NOIDA, UP-201309

Any party hereto may change its address by a notice given to the other party hereto in the manner set forth above, All notices, demands and other communications shall be deemed to have been duly given (i) on the expiry of immediately after the date of transmission with confirmed answer back if transmitted by e-mail, or facsimile, whichever shall first occur.

15. Any forbearance or indulgence on the part of Secretary, National Institute of Open Schooling (NIOS) in the enforcement of the covenants, agreements, conditions and provisions express or implied on the part of the Contractor to be performed, observed or complied with by the Contractor under the Agreement shall in no way relieve the Bank of its liability under the Guarantee provided that nothing contained hereinabove extends or enlarges the liability of the bank under this guarantee.

16. Terms and expression defined in the Agreement and used herein shall have the meanings assigned to them therein save and except where the context otherwise require.

➤
Notwithstanding anything contained herein above
i) Our liability under this guarantee shall not exceed _____ ii) The Bank guarantee shall be valid up to Contract period (+) 3 months i.e. _____ and
iii) It is a condition to our liability for payment of the guaranteed amount or part any thereof arising under this bank guarantee that we receive a valid written claim or demand for payment under this bank guarantee on or before date (Claim period), failing which, our liability under this bank guarantee will automatically cease.

Notwithstanding anything contained herein:

- a) The Bank's liability under this Bank guarantee shall not exceed **Rs**.....
(**Rupee**
- b) This Bank Guarantee shall be valid up to.....and
- c) The Bank is liable to pay the guaranteed amount or part thereof under this Bank Guarantee only & only if the beneficiary serves upon the Bank written claim or demand on or before.....(Date of Expiry of Guarantee).
- d) The Bank issuing such guarantee will not be liable under such guarantee to the beneficiary after the expiry of the claim period of one year, regardless of period of limitation under the limitation Act, 1963.

Or

If a Bank Guarantee is issued with a claim period of less than one year, the Bank issuing such guarantee could stand exposed to period of limitation under the limitation Act, 1963, which period is 30 years when the Govt. is the guarantee beneficiary & 3 years when any other party is the guarantee beneficiary."

IN WITNESS WHEREOF THE BANK HAS SET ITS HAND AND SEAL THE DAY AND YEAR FIRST ABOVE WRITTEN

For Name of Bank _____

Manager

Place: - NOIDA

ANNEXURE -IV

NON DISCLOSURE UNDERTAKING (To be typed and submitted in the Letter Head of the Company/Firm of Bidder)

I/We understand that National Institute of Open Schooling (NIOS) an Autonomous Institution under Ministry of Education, Govt. of India is committed to Information Security Management System as per their Information Security Policy.

Hence, I/We M/s _____, who are submitting offer for providing services to the NIOS against Tender No. _____ hereby undertake to comply with the following in line with Information Security Policy of the National Institute of Open Schooling (NIOS) _____,

1. To maintain confidentiality of documents & information which shall be used by the Contractor/selected bidder during the period of the Contract.
2. The documents & information shall not be revealed to or shared with any third party.

Yours faithfully,

(Signature, Date & Seal of Authorized Signatory of the

Bidder)Date:-

Place:-

ANNEXURE –V

PRE CONTRACT INTEGRITY PACT

General:

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on _____ day of month of _____ 2023, between on one hand, the National Institute of Open Schooling (NIOS) an Autonomous Institution under Ministry of Education, Govt. of India (hereinafter called the "NIOS", which expression shall mean and include unless the context otherwise required, his successors in office and assigns) of the First Part and M/s_ _____ represented by Shri. _____ Proprietor/Partner (herein called the "BIDDER" which expression shall mean and include unless the context otherwise requires his successors and permitted assigns) of the Second Part.

WHEREAS the NIOS proposes to carry out "Dismantling of old lifts and supply, installation & commissioning of 07 (seven) new passenger lifts at National Institute of Open Schooling (NIOS) an Autonomous Institution under Ministry of Education, Govt. of India" (said work) and the BIDDER is willing to offer/has offered for the aforesaid work and

WHEREAS the BIDDER is a private company/public company/Government undertaking /partnership/ registered export agency / LLP, constituted in accordance with the relevant law in the matter and the NIOS

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:-

Enabling the NIOS to obtain the desired said Equipment/product/services at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling BIDDER to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the NIOS will commit to prevent corruption, in any form by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as

follows: Commitments of the NIOS:

The NIOS undertakes that no officials of the NIOS, connected directly or indirectly with contract will demand, take a promise for or accept directly or through intermediaries any bribe, consideration gift reward favour or any material or immaterial benefit or any other advantage from the Bidders either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation contracting or implementation process related to the contract.

The NIOS will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage that particular BIDDER in comparison to other BIDDERS.

All the officials of the NIOS will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the NIOS with full and verifiable facts and the same is prima facie found to be correct by the NIOS, necessary disciplinary proceedings or any other action as deemed fit, including criminal proceedings may be initiated by the NIOS and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the NIOS the proceedings under the contract would not be stalled.

COMMITMENTS of BIDDERS

3. The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-
- 3.1 The BIDDER will not offer, directly or through intermediaries, any bribe gift consideration reward favor, any material or immaterial benefit or other advantage, commission fees, brokerage or inducement to any official of the NIOS, connected directly or indirectly with bidding process, or to any person organization or third party related to the contract in exchange for any advantages in the bidding, evaluation contracting and implementation of the contract.
- 3.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favor, any material benefit or other advantage commission fees brokerage or inducement to any officials of the NIOS or otherwise in procuring the Contract or for bearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favor or disfavor to any person in relation to the contract or any other contract with Government.
- 3.3 BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.
- 3.4 BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, In connection with bid/contract.
- 3.5 The BIDDER further confirms and declares to the NIOS that the BIDDER is the original manufacturer/integrator and not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the NIOS or any of its functionaries whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual firm or company in respect of any such intercession facilitation or recommendation.
- 3.6 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract shall disclose any payments he has made is committed to or intends to make to officials of the NIOS or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 3.7 The BIDDER will not collude with other parties interested in the contract impair the transparency fairness and progress of the bidding process, bid evaluation contracting and implementation of the contract.
- 3.8 The BIDDER will not accept any advantage in exchange for any corrupt practice unfair means and illegal activities.
- 3.9 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others any information provided by the NIOS as part of business relationship, regarding plans, technical proposals and business details including information contained in any electronic data

carrier.

- 3.10 The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.11 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.12 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.13 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER either directly or indirectly, is a relative of any of the officers of the NIOS, or alternatively, if any relative of an officer of the NIOS has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender/Section 2(77) of the companies Act 2013. The term 'relative; for this purpose would be as defined in Section 6 of the Companies Act 1956.
- 3.14 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the NIOS.

4. Previous Transgression

The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.

The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

5. Performance Security Deposit

The successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond/performance security deposit for the said work that the provisions of Sanctions for Violation shall be applicable for forfeiture of performance Bond/performance security deposit in case of decision by the NIOS to forfeit the same without assigning any reason for imposing sanction for violation of this Pact. No interest shall be payable by the NIOS to the BIDDER in Performance Security Deposit for the period of its currency.

6. Sanctions for Violations:

Any breach of the aforesaid provisions by the BIDDER or any one employed by its or action on its behalf (Whether with or without the knowledge of the BIDDER) shall entitle the NIOS to take all or anyone of the following actions, wherever required:-

To immediately call of the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue. The Performance Security Deposit / Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the NIOS and the NIOS shall not be required to assigning any reason therefore.

To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.

To recover all sums already paid by the NIOS, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the NIOS in connection with any other contract for

any other project such outstanding payment could also be utilized to recover the aforesaid sum and interest.

To encase the advance Bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the Bank, along with interest.

To cancel all or any other Contracts with the Bidder. The Bidder shall be liable to pay compensation for any loss or damage to the Bank resulting from such cancellation/rescission and the NIOS shall be entitled to deduct the amount so payable from the money(s) due to the Bidder.

To debar the BIDDER from participating in future bidding processes of the NIOS for a minimum period of five years, which may be further extended at the discretion of the NIOS.

To recover all sums paid in violation of this Pact by Bidder(s) to any middleman or agent or broker with a view to securing the contract.

In cases where irrevocable letter of credit have been received in respect of any contract signed by the NIOS with the BIDDER, the same shall not be opened Forfeiture of Performance Bond/ Performance Security Deposit in case of a decision by the NIOS to forfeit the same without assigning any reason for imposing sanctions for violation of this Pact.

7. Fail Clause:

The Bidder undertakes that it has not supplied / is not supplying similar products/systems or subsystems/ services at a price lower than that offered in the present bid in respect of any other Ministry/department of the Government of India or PSU and if it is found at any stage that similar products/systems or sub systems was supplied by the Bidder to any other Ministry/Department of Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the NIOS, if the contract has already been concluded.

8. Facilitation of Investigation

In case of any allegation of violation of an provisions of this Pact or payment of commission the NIOS or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

9. Law and Place of Jurisdiction

This pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the New Delhi.

10. Other Legal Actions:

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

11. Validity:

The validity of this Integrity Pact shall be from date of its signing and extend up to 2 years or the complete execution of the contract to the satisfaction of both the NIOS and the BIDDER/Seller, including warranty period whichever is later, in case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

Should one or several provisions of this pact turn out to be invalid; the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

12. The parties hereby sign this Integrity Pact at _____ on _____

Name of the Officer:

Designation:

National Institute of OpenSchooling

(Office Seal)

Place: _____ **Date:** _____

Witness:

1-----

NameAddress) : _____

2 _____

(Name & Address) : _____

ANNEXURE-VI

DECLARATION BY AUTHORIZED SIGNATORY OF BIDDER
(To be typed submitted in the Letter Head of the Company/firm of Bidder)

To
The Secretary
National Institute of Open Schooling (NIOS)
A-24 & 25, Sector-62,
NOIDA, UP-201309

Dear Sir,

Sub: Declaration by Authorized Signatory

Ref: i) NIT/Title of the work. Name of Tender No....., ii) All other pertinent issues till date

I/We hereby certify that all the information and data furnished by me/us with regard to the above Tender Specification are true and complete to the best of my/our knowledge. I have gone through the specifications, condition, stipulations and other pertinent issues till date, and agree to comply with the requirements and Intent of the specification.

I/We further certify that I/We am/are authorized to represent on behalf of my/our company/firm for the above mentioned tender and a valid Power of Attorney/Authorization letter to this effect is also enclosed.

Yours faithfully,

(Signature, Date & Seal of Authorized Signatory of the Bidder)

Date:-Enclosed: Power of Attorney/Authorization letter

ANNEXURE –VII

DECLARATION CONFIRMING KNOWLEDGE ABOUT SITE CONDITIONS

(To be typed submitted in the Letter Head of the Company/firm of Bidder)

To,
The Secretary
National Institute of Open Schooling (NIOS)
A-24 & 25, Sector-62, NOIDA, UP

Dear Sir,

Sub: Declaration confirming knowledge about Site conditions Ref: i) NIT/Title of the work. Name of Tender No....., ii) All other pertinent issues till date

I/We _____ hereby declare and confirm that I/we have visited the site as referred in the NIOS Tender Specifications and acquired full knowledge and information about the site conditions including Wage structure, Industrial Climate, the Law & Order and other conditions prevalent at and around the site (s). I/We further confirm that the above information is true and correct and I/we shall not raise any claim of any nature due to lack of knowledge of Site conditions.

I/We, hereby offer to carry out works as detailed in above mentioned Tender Specification, in accordance with Terms & Conditions thereof.

Yours faithfully,

(Signature, Date & Seal of Authorized Signatory of the

Bidder) :-Date:-

Place:-

ANNEXURE -VIII

NO DEVIATION CERTIFICATE

(To be typed submitted in the Letter Head of the Company/firm of Bidder)

To,
The Secretary
National Institute of Open Schooling (NIOS)
A-24 & 25, Sector-62, NOIDA, UP

Dear Sir,
Sub: Declaration by Authorized Signatory
Ref: i) NIT/Title of the work. Name of Tender No....., ii) All other pertinent
issues till date

I/We hereby confirm that I/we have not changed/modified/materially altered any of the tender documents as downloaded from the website/issued by Bank and in case of such observance at any stage, it shall be treated as Null and Void and my/our tender shall deemed to be withdrawn.

I/We also hereby confirm that I/we have neither set any Terms and Conditions and nor I/we have taken any deviation from the Tender conditions together with other references applicable for the above referred NIT/Tender Specification.

I/We further confirm our unqualified acceptance to all Terms and conditions, unqualified compliance to Tender Conditions, Integrity Pact and acceptance to reverse bidding process.

I/We confirm to have submitted offer in accordance with tender instructions and as per aforesaid reference.

Yours faithfully,

(Signature, Date & Seal of Authorized Signatory of the Bidder) :-

Date:-

Place:-

(With

Seal)

.....

TECHNICAL SPECIFICATIONS

A) SCOPE OF WORK:

1. The scope of work covers:
 - a) Dismantling the entire lifts machinery including all accessories in respect of the existing **Escon make** 04 (Four) numbers of 13 passengers lifts, 02(Two) nos. of 8passengers lifts and One (1) Goods cum Passengers lift, shifting of dismantled materials from the site immediately. The contractor should be received all the materials of the new lifts at the site before dismantling the existing seven lifts installed at the NIOS premises.
 - b) The civil work like Machine Room Flooring, Architrave work, Water Proofing and electrical work in the shaft will be borne by the NIOS.
 - c) Design, manufacture, supply, installation, testing and commissioning of 07 (seven) numbers of lifts in lieu of Dismantled lifts. The works shall also include all the existing lift shafts/landing opening modification as per the requirement of new lifts to be carried out by the agency without any extra cost. The lift should comprise of the following.

1	Type of Lift	Passenger , handicapped friendly
2	Number of lifts required	03nos. at Plot No. A-24/25
3	Load: Number of persons/KG	13 Passengers/884KG
4	Rated Speed	1.5 MPS
5	Travel in meters	36 mts. (Approx)
6	Number of floors /stop	10 Floors/10stops
7	Car design	Stainless Steel Hair Line finish of 304Grade SS (Equivalent not accepted) or non-glossy finish Stainless steel
8	(a) Inside size of the lift well (b) Pit Depth (c) Head Room	1. 2710 mmX2100 mm deep 2. 2710 mmX2160 mm deep 3. 2710 mmX2060 mm deep 4. 2710 mmX2000 mm deep 1600 mm 4800 mm
9	Clear Inside size of the lift car	2000 mm wide X 1100 mm deep
10	Dimension of lift machine room	9630 mm X 5770 mm
11	Position of counter weight	At the back
12	Position of machine room	At the top of lift shaft
13	(a) Type of control (b) Type of Operation	Microprocessor based AC variable voltage variable frequency. Duplex full collective selective operation with/without attendant Automatic Group supervisory control.

	(c) Potential free contacts	Potential free contacts for each floor position and up and down movement of the lift shall be provided in the controller which can be used for the building automation system at later date.
14	Car Door	Power operated stainless steel Hairline finish
15	Landing Door	Stainless steel Hairline finish
16	Car Entrance door (a) Number (b) Size (c) Type of doors (d) Car open in front only or open	1 No. 900 X 2000 Horizontal sliding center opening In front only
17	COP suitable for physically handicap & Visually impaired	Protruding type Brail encrypted Car buttons at a height easily accessible by wheelchair bound or visually impaired passenger.
18	Features of every lift	<ul style="list-style-type: none"> (a) Digital floor position indication in the car and at all landings (to be provided above the car/landing doors). (b) Travel direction indicator in the car and at all landings (to be provided above the car/landing doors). (c) Gongs & visual indication on all landings for pre arrival of the car for two or more cars. (d) Overload warning Audio & Visual indicator, inside the car (lift should not start on overload) (e) Battery operated alarm bell and emergency light (f) Car operating panel with fade proof luminous hall buttons in car and with intercom (g) Luminous hall buttons at all landings, one for each pair of lifts i.e. one on either side of the lobby between the two lifts (h) Fireman's switch at ground floor (i) PMS Motor (j) Automatic Rescue Device (ARD) (k) Fire Emergency Operation (l) Fireman Operation (m) Car Emergency Lighting (n) Re-leveling operation (o) Duplex Operation (p) Independent car operation (q) Intercom (3 way) (r) Full-load Bypass operation (s) Automatic door open time adjustment (t) Multi-beam Protection (u) Car fan auto turn off (v) Car light auto turn off (w) Mischievous call cancellation (x) Voice Announcement System (y) Standard BGM Interface in Car

		(z) Provision of the CAT-6 Cable for CCTV interface for vandal proof housing for the Lift Cabin – This shall be integrated with the existing Surveillance system of the Institute. aa) Anti-Nuisance Travel
19	Landing entrance (a) Location of landing entrance in different floors (b) Number (c) Size (d) Type of doors (e) Lift in use/lift out of order sign	All doors on the same side 10 Nos. (1 Basement + Ground & 8 floors) 900 mm X 2000 mm Horizontal sliding-center opening A suitable box above the lift landing with LED illuminated (in English) sign of "Lift Out of Order" coming up simultaneously at all floors.
20	Electric Supply	(a) Power:- 415 V, AC, 3 phase, 50 Hz, 4 wire system (b) Lighting : 230V, AC, 50 Hz (c) Battery supply with inverter circuit for light, fan, telephone & announcement system in the car & in machine room
21	Environmental condition at site of installation	Summer Condition (Max. 50 degree Celsius) Winter Condition (Min. 2 degree Celsius) Monsoon Condition Humidity Max. 70% Min. 20% Height above Sea level – 216 mt.
22	Hand Rail	A Hand Rail not less than 600mm at 900mm above floor level to be fixed adjacent to control panel in the lift car (Stainless steel matching to the interior of the car 50mm dia.)
23	Construction design & finish of car body work (a) Panels return side and rear (b) Ceiling & Ventilation (c) Lighting (d) Flooring	Stainless steel car panels with hair line finish (moon rock /honey comb finish) Standard false ceiling & ventilation Lighting levels in the lift are a minimum of 100 lux (approximately 50–75 lux at floor level and shall be confirmed using Lux meter) (only LED fittings shall be used) PVC Flooring 3mm.
24	Other Features	(a) All lifts shall also be used as fire lift Fireman switch with glass to break for access shall be provided at ground or main floor for all lifts (b) The fire lift shall be operated by sample toggle switch or two buttons switch provided in glass fronted box fixed adjacent to lift at the entrance level at ground floor landing. When the switch is 'ON' all landing call points shall become inoperative and the lift will be on car control only or on a car priority control device. When the switch is

		'OFF' the lift will return to normal working. (c) The word FIRE LIFT shall be conspicuously displayed in fluorescent paint on the fire lift landing doors at each floor level. The lift car however shall be used for the purpose under normal condition.
25	(a) Location of main switch in the machine room (b) Door protection (c) Type of Cables and wires: (d) Automatic selection of Traffic Programme	Near the entrance to the machine room Tamper Proof Infrared curtain covering the entire plane between the doors is to be provided such that any obstruction in any portion of the vertical plane should operate the device and open the door without making actual contact with the object. All cables and wires used for main and control wiring shall fire proof low smoke type. All the lifts(in group only) should have Automatic Selection of Traffic Programme as per clause 13.2.2 page CPWD General Specifications for Electrical Works(Part III Lifts and Escalators),2003.

SPECIFICATIONS FOR PASSENGER LIFTS

1	Type of Lift	Passenger Lift
2	Number of lifts required	2 Nos. at Plot No. A-31
3	Load: Number of persons	8 Passengers
4	Rated Speed	1.0 MPS
5	Travel in meters	25.8 mts. (Approx)
6	Number of floors served	7 Nos.
7	Car design	Stainless Steel Hair Line finish of 304Grade SS (Equivalent not accepted) or non-glossy finish Stainless steel
8	(a) Inside size of the lift well (b) Pit Depth (c) Head Room	2220 mm X 2000 mm deep 1600 mm 4600 mm
9	Clear Inside size of the lift car	1300 mm wide X 1100 mm deep
10	Dimension of lift machine room	4670 mm X 6900 mm
11	Position of counter weight	At the back
12	Position of machine room	At the top of lift shaft
13	(a) Type of control (b) Type of Operation (c) Potential free contacts	Microprocessor based AC variable voltage variable frequency. Duplex collective selective operation with/without attendant. Potential free contacts for each floor position and up and down movement of the lift shall be provided in the controller which can be used for the building automation system at later date.
14	Car Door	Power operated stainless Hairline finish

15	Landing Door	Stainless steel Hairline finish
16	Car Entrance door (a) Number (b) Size (c) Type of doors (d) Car open in front only or open	1 Nos. 800 X 2000 Horizontal sliding center opening In front only
17	COP suitable for physically handicap & Visually impaired	Protruding type Brail encrypted Car buttons at a height easily accessible by wheelchair bound or visually Impaired passenger.
18	Features of each lift	<ul style="list-style-type: none"> (a) Digital floor position indicator in the car and at all landings (to be provided above the car/landing doors) (b) Travel direction indicator in the car and at all landings (to be provided above the car/landing doors). (c) Gongs & visual indication on all landings for pre arrival of the car for two or more cars. (d) Overload warning Audio & Visual indicator, inside the car (lift should not start on overload) (e) Battery operated alarm bell and emergency light (f) Car operating panel with fade proof luminous hall buttons in car and with intercom (g) Luminous hall buttons at all landings, one the lobby between the two lifts (h) Fireman's switch at ground floor (i) PMS Motor (j) Automatic Rescue Device (ARD) (k) Fire Emergency Operation (l) Fireman Operation (m) Car Emergency Lighting (n) Re-leveling operation (o) Duplex Operation (p) Independent car operation (q) Intercom (3 way) (r) Full-load Bypass operation (s) Automatic door open time adjustment (t) Multi-beam Protection (u) Car fan auto turn off (v) Car light auto turn off (w) Mischievous call cancellation (x) Voice Announcement System (y) Standard BGM Interface in Car (z) Provision of the CAT -6 Cable for CCTV interface for vandal proof housing for the Lift Cabin – This shall be integrated with the existing Surveillance system of the Institute. aa) Anti-Nuisance Travel

19	Landing entrance (a) Location of landing entrance in different floors (b) Number (c) Size (d) Type of doors (e) Lift in use/lift out of order sign	All doors on the same side 7 Nos. (1 basement +Ground + 5floors) 800 mm X 2000 mm Horizontal sliding-center opening A suitable box above the lift landing with LED illuminated in English sign of "LIFT OUT OF ORDER" coming up simultaneously at all floors.
20	Electric Supply	(a) Power:- 415 V, AC, 3 phase, 50 Hz, 4 wire system (b) Lighting : 230V, AC, 50 Hz (c) Battery supply with inverter circuit for light, fan, telephone & announcement system in the car & in machine room
21	Environmental condition at site of installation	Summer Condition (Max. 50 degree Celsius) Winter Condition (Min. 2degree Celsius) Monsoon Condition Humidity Max. 70% Min. 20% Height above Sea level – 216 mt.
22	Hand Rail	A Hand Rail not less than 600mm at 900mm above floor level to be fixed adjacent to control panel in the lift car (Stainless steel matching to the interior of the car 50mm dia.)
23	Construction design & finish of car body work (a) Panels return side and rear (b) Ceiling &Ventilation (c) Lighting (d) Flooring	Stainless steel car panels with hair line finish (moon rock/ honey comb finish) Standard Ceiling &Ventilation Lighting levels in the lift are a minimum of 100 lux (approximately 50–75 lux at floor level and shall be confirmed using Lux meter) (only LED fittings shall be used) PVC Flooring 3mm.
24	Other Features	(a) All lifts shall also be used as fire lift Fireman switch with glass to break for access shall be provided at ground or main floor for all lifts (b) The fire lift shall be operated by sample toggle switch or two buttons switch provided in glass fronted box fixed adjacent to lift at the entrance level at ground floor landing. When the switch is 'ON' all landing call points shall become inoperative and the lift will be on car control only or on a car priority control device. When the switch is 'OFF' the lift will return to normal working. (c) The word FIRE LIFT shall be

		<p>conspicuously displayed in fluorescent paint on the fire lift landing doors at each floor level. The lift car however shall be used for the purpose under normal condition.</p>
<p>25</p>	<p>(a) Location of main switch in the machine room (b) Door protection</p> <p>(c) Type of Cables and wires:</p> <p>(d) Automatic selection of Traffic Programme</p>	<p>Near the entrance to the machine room</p> <p>Temper Proof Infrared curtain covering the entire plane between the doors is to be provided such that any obstruction in any portion of the vertical plane should operate the device and open the door without making actual contact with the object. All cables and wires used for main and control wiring shall fire proof low smoke type.</p> <p>All the lifts(in group only) should have Automatic Selection of Traffic Programme as per clause 13.2.2 page CPWD General Specifications for Electrical Works(Part III Lifts and Escalators),2003.</p>

SPECIFICATIONS FOR GOODS CUM PASSENGER LIFT

1	Type of Lift	Goods Cum Passenger Lift
2	Number of lifts required	1 Nos. at Plot Nos. A-31
3	Load	500 kg/8persons
4	Rated Speed	1.0 MPS
5	Travel in meters	15 mts. (Approx)
6	Number of floors served	4 Nos.
7	Car design	Stainless Steel Hair Line finish of 304Grade SS (Equivalent not accepted) or non-glossy finish Stainless steel
8	(a) Inside size of the lift well (b) Pit Depth (c) Head Room	2000 mm X 1770 mm 1600 mm 4600 mm
9	Clear Inside size of the lift car	1300 mm wide X 1100 mm deep
10	Dimension of lift machine room	4670 mm X 5590 mm
11	Position of counter weight	At the back
12	Position of machine room	At the top of lift shaft
13	(a) Type of control (b) Type of Operation (c) Potential free contacts	Microprocessor based AC variable voltage variable frequency. Duplex collective selective operation with/without attendant. Potential free contacts for each floor position and up and down movement of the lift shall be provided in the controller which can be used for the building automation system at later date.
14	Car Door	Power operated stainless steel Hairline finish
15	Landing Door	Stainless steel Hairline finish
16	Car Entrance door (a) Number (b) Size (c) Type of doors (d) Car open in front only or open	1 Nos. 800 X 2000 Horizontal sliding center opening In front only
17	COP suitable for physically handicap & Visually impaired	Protruding type Brail encrypted Car buttons at a height easily accessible by wheelchair bound or visually Impaired passenger.
18	Other features	(a) Digital floor position indicator in the car and at all landings (to be provided above the car/landing doors) (b) Travel direction indicator in the car and at all landings (to be provided above the car/landing doors). (c) Gongs & visual indication on all landings for pre arrival of the car for two or more cars. (d) Overload warning Audio & Visual indicator, inside the car (lift should not start on overload)

		<ul style="list-style-type: none"> (e) Battery operated alarm bell and emergency light (f) Car operating panel with fade proof luminous hall buttons in car and with intercom (g) Luminous hall buttons at all landings, one the lobby between the two lifts (h) Fireman's switch at ground floor (i) PMS Motor (j) Automatic Rescue Device (ARD) (k) Fire Emergency Operation (l) Fireman Operation (m) Car Emergency Lighting (n) Re-leveling operation (o) Duplex Operation (p) Independent car operation (q) Intercom (3 way) (r) Full-load Bypass operation (s) Automatic door open time adjustment (t) Multi-beam Protection (u) Car fan auto turn off (v) Car light auto turn off (w) Mischievous call cancellation (x) Voice Announcement System (y) Standard BGM Interface in Car
19	<p>Landing entrance</p> <ul style="list-style-type: none"> (a) Location of landing entrance in different floors (b) Number (c) Size (d) Type of doors (e) Lift in use/lift out of order sign 	<p>All doors on the same side</p> <p>4 Nos. (2+2 basement)</p> <p>800 mm X 2000 mm</p> <p>Horizontal sliding-center opening</p> <p>A suitable box above the lift landing with LED illuminated in English sign of "LIFT OUT OF ORDER" coming up simultaneously at all floors.</p>
20	Electric Supply	<ul style="list-style-type: none"> (a) Power:- 415 V, AC, 3 phase, 50 Hz, 4 wire system (b) Lighting : 230V, AC, 50 Hz (c) Battery supply with inverter circuit for light, fan, telephone & announcement system in the car & in machine room
21	Environmental condition at site of installation	<p>Summer Condition (Max. 50 degree Celsius)</p> <p>Winter Condition (Min. 2 degree Celsius)</p> <p>Monsoon Condition</p> <p>Humidity Max. 70%</p> <p style="padding-left: 40px;">Min. 20%</p> <p>Height above Sea level – 216 mt.</p>
22	<p>Construction design & finish of car body work</p> <ul style="list-style-type: none"> a) Panels return side and rear 	Stainless steel car panels with hair line finish

	<p>b) Ceiling & Ventilation</p> <p>c) Lighting</p> <p>d) Flooring</p>	<p>(moon rock/ honey comb finish)</p> <p>Standard Ceiling & Ventilation</p> <p>Lighting levels in the lift are a minimum of 100 lux (approximately 50–75 lux at floor level and shall be confirmed using Lux meter) (only LED fittings shall be used)</p> <p>SS checkered plate for proper grip</p>
23	Other features	<p>(a) All lifts shall also be used as fire lift Fireman switch with glass to break for access shall be provided at ground or main floor for all lifts</p> <p>(b) The fire lift shall be operated by sample toggle switch or two buttons switch provided in glass fronted box fixed adjacent to lift at the entrance level at ground floor landing. When the switch is 'ON' all landing call points shall become inoperative and the lift will be on car control only or on a car priority control device. When the switch is 'OFF' the lift will return to normal working.</p> <p>(c) The word FIRE LIFT shall be conspicuously displayed in fluorescent paint on the fire lift landing doors at each floor level. The lift car however shall be used for the purpose under normal condition.</p>
24	<p>(a) Location of main switch in the machine room</p> <p>(b) Door protection</p> <p>(c) Type of Cables and wires:</p> <p>(c) Automatic selection of Traffic Programme</p>	<p>Near the entrance to the machine room</p> <p>Temper Proof Infrared curtain covering the entire plane between the doors is to be provided such that any obstruction in any portion of the vertical plane should operate the device and open the door without making actual contact with the object.</p> <p>All cables and wires used for main and control wiring shall fire proof low smoke type.</p> <p>All the lifts(in group only) should have Automatic Selection of Traffic Programme as per clause 13.2.2 page CPWD General Specifications for Electrical Works(Part III Lifts and Escalators),2003.</p>

SPECIFICATIONS FOR GOODS CUM PASSENGER LIFT

1	Type of Lift	Passenger , handicapped friendly
2	Number of lifts required	01no. at Plot No. A-24/25
3	Load:KG	900KG
4	Rated Speed	1.5 MPS
5	Travel in meters	36 mts. (Approx)
6	Number of floors /stop	10 Floors/10stops
7	Car design	Stainless Steel Hair Line finish of 304Grade SS (Equivalent not accepted) or non-glossy finish Stainless steel
8	(d) Inside size of the lift well (e) Pit Depth (f) Head Room	5. 2710 mmX2100 mm deep 6. 2710 mmX2160 mm deep 7. 2710 mmX2060 mm deep 8. 2710 mmX2000 mm deep 1600 mm 4800 mm
9	Clear Inside size of the lift car	2000 mm wide X 1100 mm deep
10	Dimension of lift machine room	9630 mm X 5770 mm
11	Position of counter weight	At the back
12	Position of machine room	At the top of lift shaft
13	(d) Type of control (e) Type of Operation (f) Potential free contacts	Microprocessor based AC variable voltage variable frequency. Duplex full collective selective operation with/without attendant Automatic Group supervisory control. Potential free contacts for each floor position and up and down movement of the lift shall be provided in the controller which can be used for the building automation system at later date.
14	Car Door	Power operated stainless steel Hairline finish
15	Landing Door	Stainless steel Hairline finish
16	Car Entrance door (e) Number (f) Size (g) Type of doors (h) Car open in front only or open	1 No. 900 X 2000 Horizontal sliding center opening In front only
17	COP suitable for physically handicap & Visually impaired	Protruding type Brail encrypted Car buttons at a height easily accessible by wheelchair bound or visually Impaired passenger.
18	Features of every lift	a) Digital floor position indication in the car and

		<p>at all landings (to be provided above the car/landing doors).</p> <p>b) Travel direction indicator in the car and at all landings (to be provided above the car/landing doors).</p> <p>c) Gongs & visual indication on all landings for pre arrival of the car for two or more cars.</p> <p>d) Overload warning Audio & Visual indicator, inside the car (lift should not start on overload)</p> <p>e) Battery operated alarm bell and emergency light</p> <p>f) Car operating panel with fade proof luminous hall buttons in car and with intercom</p> <p>g) Luminous hall buttons at all landings, one for each pair of lifts i.e. one on either side of the lobby between the two lifts</p> <p>h) Fireman's switch at ground floor</p> <p>i) PMS Motor</p> <p>j) Automatic Rescue Device (ARD)</p> <p>k) Fire Emergency Operation</p> <p>l) Fireman Operation</p> <p>m) Car Emergency Lighting</p> <p>n) Re-leveling operation</p> <p>o) Duplex Operation</p> <p>p) Independent car operation</p> <p>q) Intercom (3 way)</p> <p>r) Full-load Bypass operation</p> <p>s) Automatic door open time adjustment</p> <p>t) Multi-beam Protection</p> <p>u) Car fan auto turn off</p> <p>v) Car light auto turn off</p> <p>w) Mischievous call cancellation</p> <p>x) Voice Announcement System</p> <p>y) Standard BGM Interface in Car</p> <p>z) Provision for CAT-6 Cable for CCTV interface for vandal proof housing for the Lift Cabin – This shall be integrated with the existing Surveillance system of the Institute.</p> <p>aa) Anti-Nuisance Travel</p>
19	<p>Landing entrance</p> <p>(f) Location of landing entrance in different floors</p> <p>(g) Number</p> <p>(h) Size</p> <p>(i) Type of doors</p> <p>(j) Lift in use/lift out of order sign</p>	<p>All doors on the same side</p> <p>10 Nos. (1 Basement + Ground & 8 floors)</p> <p>900 mm X 2000 mm</p> <p>Horizontal sliding-center opening</p> <p>A suitable box above the lift landing with LED illuminated in English sign of "Lift Out of Order" coming up simultaneously at all floors.</p>
20	Electric Supply	<p>(d) Power:- 415 V, AC, 3 phase, 50 Hz, 4 wire system</p> <p>(e) Lighting : 230V, AC, 50 Hz</p> <p>(f) Battery supply with inverter circuit for light, fan, telephone & announcement system in</p>

		the car & in machine room
21	Environmental condition at site of installation	Summer Condition (Max. 50 Degree Celsius) Winter Condition (Min. 2 Degree Celsius) Monsoon Condition Humidity Max. 70% Min. 20% Height above Sea level – 216 mt.
22	Hand Rail	A Hand Rail not less than 600mm at 900mm above floor level to be fixed adjacent to control panel in the lift car (Stainless steel matching to the interior of the car 50mm dia.)
23	Construction design & finish of car body work (e) Panels return side and rear (f) Ceiling & Ventilation (g) Lighting (h) Flooring	Stainless steel car panels with hair line finish (moon rock/ honey comb finish) Standard Ceiling & Ventilation Lighting levels in the lift are a minimum of 100 lux (approximately 50–75 lux at floor level and shall be confirmed using Lux meter) (only LED fittings shall be used) SS checkered plate for proper grip
24	Other Features	(d) All lifts shall also be used as fire lift Fireman switch with glass to break for access shall be provided at ground or main floor for all lifts (e) The fire lift shall be operated by sample toggle switch or two buttons switch provided in glass fronted box fixed adjacent to lift at the entrance level at ground floor landing. When the switch is 'ON' all landing call points shall become inoperative and the lift will be on car control only or on a car priority control device. When the switch is 'OFF' the lift will return to normal working. (f) The word FIRE LIFT shall be conspicuously displayed in fluorescent paint on the fire lift landing doors at each floor level. The lift car however shall be used for the purpose under normal condition.
25	(e) Location of main switch in the machine room (f) Door protection (g) Type of Cables and wires: (h) Automatic selection of Traffic Programme	Near the entrance to the machine room Temper Proof Infrared curtain covering the entire plane between the doors is to be provided such that any obstruction in any portion of the vertical plane should operate the device and open the door without making actual contact with the object. All cables and wires used for main and control wiring shall fire proof low smoke type. All the lifts(in group only) should have Automatic Selection of Traffic Programme as per clause 13.2.2

*NIOs shall prefer with higher technical specification features pertain to lift .The above said technical specification are minimum.

Note:- All fittings, equipment's, units. Assemblies and accessories, hardware, foundation bolts, terminal lugs for electrical connections, cable glands. Junction box and items which are useful and necessary for efficient assembly in operation and installation shall be deemed to have been included in the scope of work.

The elevators shall be complete in all respects.

2. The scope of work shall include the following:
 - i. Supply of machine beams hitch beams and connected cleats bolts, plates etc. that are required in the machine room and other places for the lift, landing door frames and doors.
 - ii. All preparatory work such as scaffolding, builder's work, hoist way wiring, buffer support channels and pit ladder landing door frames etc.
 - iii. All necessary, Mechanical and electrical works connected with the Design, manufacture, supply at site, painting, testing and commissioning of the elevator inclusive of statutory approvals.
 - iv. Floor of the car shall be covered with Antiskid PVC flooring.
 - v. Interior of the car including doors shall be of stainless steel with Hairline finish panels with proper ventilation and illumination level to the extent of a min of 200 lux.
 - vi. All fixtures shall be stainless steel.
 - vii. Combined luminous hall buttons with luminous digital hall position indicators at all floors.
 - viii. Battery operated alarm bell emergency light along with battery charger.
 - ix. Overload warning indicator in the car in audio-visual mode.
 - x. It will be Contractors responsibility to display adequate sign boards at respective places during Dismantlement and erection process.
 - xi. Contractor shall also take adequate steps to block the entrances to the lift shaft at various levels/floors to prevent possible accidents.
 - xii. Dismantled material shall be removed from site of work at regular intervals after notifying the owner so as to preserve sufficient working space for erection of new elevators.
 - xiii. Electric power for welding, drilling, and any other work related to erection of the lifts will be provided by the purchaser.
 - xiv. Provision of Intercommunication & security camera facility inside Lift.

1. SPECIAL INSTRUCTIONS TO THE TENDERER:

This specification shall be read in conjunction with General conditions of contract as applicable for this project.

The bidder shall design the equipment considering the site conditions. After award of contract no extra payment will be entertained.

The existing lift shaft will have to be made use of and as such major civil alteration work will not be possible. Required entrance modification to suit the lift door frame to be installed shall be carried out by the contractor itself. The connections between elevator frame and the respective building / columns shall be provided by the Contractor. The equipment shall be designed keeping in view the provisions of the statutory regulations and safety codes in force in the locality of installation. All such minor civil works like

chipping, grouting, drilling, etc for fixing guide-rails and other accessories are to be executed by the bidder only.

Within two weeks of placement of order, the Contractor shall furnish the details/ information as are necessary to carry out the alterations of entrance by purchaser.

The following drawing/ documents shall be submitted for approval before commencement of manufacture.

1. A general arrangement drawing indicating various dimensions, parameters, illumination and ventilation requirement, power requirement and characteristic of the elevator to be installed
Including load diagram and loadings to be taken into consideration in the machine room, elevator shaft and the elevator pit shall be submitted for approval of the purchaser within 2 weeks of placement of order.
2. The electrical scheme drawings, single line control circuit diagram, technical plan diagram, cable schedule, bill of materials etc., for approval.

The following drawings/ documents shall be submitted for records before handing over the elevator.

- i. One copy of reproducible (polyester film) along with prints of approved drawings.
- ii. The copies of all operating manuals, maintenance schedules, lubrication charts, electrical power/ control circuit diagram, specification of the equipment, oils, lubricants and other consumables.
- iii. The copies of erection schedule and manuals, assembly erection sequence, special precautions to be followed (3 months prior to delivery).

Regarding number of copies etc., refer to relevant articles.

The supplier shall submit test Certificates for all electrical equipment, cables, and all parts used in handling loads, wire ropes, pulleys etc.

The supplier shall submit relevant material test Certificates for structural steel and mechanical components such as gear boxes, couplings, pulleys, shafts, gears etc.

List of preferred make of electrical and mechanical components as per list furnished in this specification shall be adhered to for bought out items.

A write-up on testing facilities available in the works of bidder shall be furnished.

Contractor shall ensure that minimum amount of assembly is necessary at site. Site assembly shall be avoided as far as possible.

The Tender shall also be given for all comprehensive maintenance Contract with full responsibility to carry out repair and supply of required original spare parts to keep the elevator in fully operational condition for minimum period of 4 years after expiry of one year of free servicing and guarantee/warranty period.

The Tender shall indicate price for supply, Installation, testing, erection and commissioning of the elevator. The quoted price shall include charges on account of taxes, duties, backing, forwarding, transport, insurance etc. The quoted price shall remain firm and binding and

shall not be subjected to any escalation whatsoever on any account during entire period of supply, installation, testing & commissioning.

Elevator shall be guaranteed for a minimum period of one year of trouble free operation after commencement of regular operation and shall include free servicing, repair and replacement of parts by the Contractor.

Workmanship and performance warranty:

- i. The materials used shall be new and best of its kind available and shall conform to standards as mentioned in the technical specification.
- ii. The supplier shall guarantee satisfactory performance of equipment/ system as per relevant guidelines.
- iii. The guarantee shall also cover faulty design/ materials/ workmanship. All rectification or replacement under guarantee shall be done by the supplier free of cost.
- iv. The conditions regarding guarantee of equipment shall also be governed by the relevant clauses of general commercial conditions.

Permanent, non-rusting metal tag shall be affixed to the equipment with tag number.

The bidder shall furnish the questionnaire as asked for in this document, along with the tender.

The bidder shall fill up the price data sheet and submit in a separate cover along with the tender.

The bidder shall furnish a Time Bar Chart showing breakup of time required for various activities viz., submission and approval of drawings, raw material procurement, engineering, various shop activities, order placement for bought out items and their delivery to shop, assembly, testing, inspection, dispatch, erection and commissioning.

The bidder shall submit an exclusion list indicating the items excluded from the scope of his supply but are required to complete the plant/ equipment.

The bidder shall furnish the procedure proposed for conducting performance guarantee test; for review by the NIOS.

The bidder shall ensure installation of all electrical equipment by the NIOS approved licensed electrical Contractors and subsequent approval by electrical inspector and other competent authority.

2.1 MECHANICAL:

The passenger elevator shall be of latest design having directional group collective control with or without attendant. Digital indicators and illuminated buttons shall be provided in the car and at the landings, as per technical specification. The car should be accommodated in the elevator shaft and elevator pit within the dimensions recommended by relevant standards and enclosed drawing. (In the present case, within the dimension of the existing lift well)

The Over Speed Governor (OSG) shall centrifugal type (OSG) including electrical cut off switch.

The Suspension System: Rope (Steel core self –lubricating)

The elevator shall be designed in accordance with the latest edition of IS specifications and other relevant specifications and subject to any modifications and recruitments specified hereinafter.

Safe access for maintenance and removal of all mechanical and electrical parts shall be ensured.

All parts requiring replacement or inspection or lubrication shall be easily accessible without the need for Dismantling of other parts/ equipment. All electrical cables shall be laid such that they are not liable to damage and can be easily inspected and maintained.

All machinery or equipment included under **this** specification shall be equipped with safety devices and clearance to comply with recognized standards and purchaser's requirement.

Difference in levels of the car floor and landing, shall be within + or -5 mm.

Welding shall be carried out as per relevant IS.

To relieve the load on the hoisting mechanism, the weight of the cage shall be balanced with a suitable counter weight connected by ropes with the drum of the hoisting machine and the cage.

Suitable lubrication system shall be provided for guide rails as well as for other items.

The hoist shall have adjustable self-aligning hitches.

Steel T- Guards shall be provided for the car and the counterweight. The weight shall be guarded/ protected by means of wire mesh cage for safe operation.

Spring buffers shall be provided as a means of stopping the car and counter weight at the extreme limits of travel. Buffers in the pit shall be mounted on steel channels which extend between both the car and the counter weight guide rails.

2.2 ELECTRICAL:

GENERAL:

The scope of supply shall include all the electrical equipment/ items required for smooth and efficient operation of elevator.

The scope includes the following:

- a) **The Motor shall Permanent Magnetic Synchronous (PMS) with 180starts per hour. The elevator specific motors designed by the OEM with Eco Disc Technology. The brake testing mechanism automatically checks brake conditions every day.**
- b) The elevator electrics such as protective switch gear, motors, drive control panels, car operating panels, brakes, limit switches, cables, lighting of car/ cage, push buttons, emergency switch, signaling devices and other necessary equipment required for efficient operation of the elevator.
- c) Complete lighting (LED Light fitting) of elevator shaft, car and well etc.
- d) Earthing point.
- e) All sundry erection materials required for installation and wiring of electrical equipment and for cable laying.
- f) **Each Elevator shall provision of Battery Independent Manual Rescue System in case of ARD (Automatic Rescue Device) failure.**

- g) **Tapping of Power cable circuit from main Switchgear panel/Power distribution Board to LIFT Incomers with proper cable laying on Tray & its fixing with cover tray as per prescribed IS standards/CPWD manual pertaining to Lift section.**

All Statutory clearances.

The equipment offered shall be suitable for trouble free and efficient service in the following site conditions:

Ambient temperature: 50degree C (max). Humidity: 100%; both not occurring simultaneously.

The electrical equipment shall comply with the latest revision of relevant standards and wherever such Indian Standard is not available, International codes and practices shall be followed. The equipment shall be dust and water proof.

Electrical equipment shall conform to latest Indian electricity rules and regulations and the statutory requirement of Government of India and the Government of State as regards to the safety requirement, earthing and other essential provisions specified therein.

The materials used and the equipment supplied shall be new, reliable and of the class most suitable for the purpose for which they are intended. The equipment designed and the installation shall allow easy access to facilitate inspection, maintenance and repairs.

Test Certificates of the each equipment shall be submitted before installation of the each equipment. The power shall be made available by the owner on the incoming side of the switch board in the machine room at 415V + 10%, 50 HZ (as per Electricity board voltage), 3 phases for each elevator. The short circuit level of the power supply system shall be taken as 35 KA symmetrical at 415 volts, 50 HZ and the equipment shall be designed for this condition. For lighting, supply will be made available in elevator machine room at 230 V Single phase. The operating voltage for control supply shall be indicated by the bidder.

The control panels to be provided in the machine room shall be suitable for floor/ wall mounting. This shall be fabricated from steel sheet of 2mm thickness. The bottom most equipment shall be mounted at least 380 mm above the floor level of the panel. (Any alteration in the level of pit will be carried out by the purchaser.)

The layout of components in control panel shall be so as to provide adequate safety clearances and ease of operation and maintenance. Panel shall have IP: 21 degree of enclosure.

The minimum rating of the isolating switch and contactor shall be 63A and 32 A or 125% of the full load current of the drive, whichever is higher.

The switches shall be suitable for AC 23 duty. The contactor shall be suitable for AC3 or AC4 duty as applicable. The overload relay shall have in built single phasing protecting.

Permanent Magnet Synchronous (PMS) motors of min class 'B' insulation shall be provided. They shall be suitable for heavy duty reversible, frequent starting, elevator service. The elevator manufacturer shall ensure that the motor selected has adequate thermal capability to meet the most onerous operating cycle likely to be encountered in the actual operation. Motors shall be VVVF system controlled and shall be capable of achieving desired speed and smooth running and stopping of elevators.

The motors offered, shall be in IEC frame size with pull-out torque of not less than 275% of the full

load torque. The motor shall conform to latest revision of BIS 325. The enclosure class for motor shall be of Min IP 21. There shall be an earthing terminal inside the terminal box.

The starting of the motor shall be smooth irrespective of the load/ direction of movement. Suitable control scheme incorporating **Thyristors /VVVF** system shall be incorporated to achieve smooth acceleration/ deceleration.

The elevator control shall be Microprocessor based to ensure high performance with maximum efficiency of operation. The control shall be site programmable with all safety interlocks/ features. The control panel shall be with Min IP21 degree of protection. Plug in type PCBs shall be provided for ease of maintenance.

- a) Suitable braking system shall be provided to hold the drive when it is switched off.
- b) All limit switches and other safety cum control equipment shall be heavy duty type/ suitable for elevator duty.

It shall be possible to control the elevator from inside the cabin as well as from the shaft car.

Controller shall be state of the art controller to control starting/ stopping and arrest the speed of the elevator motor and also to automatically apply brake if any of the safety devices operate or the power fails due to any cause. Door operation shall be automatic with safety interlocks.

Provision shall be made for a safety gear which shall operate in the event of free fall or over speeding of elevator car. This safety gear, while freezing the cabin mechanically to the guides, shall also interrupt the control supply through a limit switch.

The over speeding governor shall have a governor switch to interrupt the control supply in the event of over speeding.

In addition to the terminal limit switches for the final landings, pack up emergency limit switches shall be provided and shall be connected in the power circuit of the driving motor. In the event of these switches operating due to over travel, it shall be possible to operate elevator only after manually resetting the backup limit switches. For this purpose, these switches shall be installed in accessible locations for easy manual resetting.

Additional provision shall be made for opening of the landing door in case of emergency by means of a special key. The landing doors shall be so designed that their closing and opening is not likely to injure a person.

Provision shall be made to prevent the opening of any landing door when the car is passing that zone in response to a call from another landing.

An automatic floor leveling device shall be incorporated in the elevator control to ensure leveling accuracy within the specified limits.

A reverse phase relay shall be provided in the elevator control in order to protect the elevator equipment from danger against inadvertent phase reversal in course of elevator maintenance or repair. Control supply shall be made off in case of any single phasing in the system.

There shall be a provision of initiating audible and visible signals from inside the cabin in the event of elevators getting stuck between the landings due to break down or power failure. The source of supply for these signaling devices shall be through a suitable battery source with its own charger unit. A push button and a bell in the cage and a bell in the control station shall be provided along with battery.

Emergency lighting fed from battery source shall also be provided in the cage.

The lift shall be provided with battery operated automatic rescue device to land at the nearest floor and the doors open during the power failure.

Call indicators to inform the attendant, under attendant mode that the elevator car is required at a certain floor shall be provided.

Indicators to show the position of elevator car and the direction in which it is travelling shall be provided both inside the cabin and at each landing.

Bidders shall furnish typical control schemes and details of controls offered.

The elevator cars, elevator shafts and elevator well shall be adequately illuminated by electric light. Elevator cars shall also be provided with ventilating fan.

The cables used in the elevators installation shall conform to latest IS specification.

The circuit which supplies current to the motor shall not be included in any multicore cable used in connection with the control/ safety devices/ signaling equipment.

There shall be a provision for initiating audible and visible signals including telephone cable.

A trailing cable which incorporates conductors for the control circuit shall be separate and distinct from that which incorporates lighting and signaling circuits. All control and signaling cables shall have stranded copper conductor of minimum size 2.5 sq.mm. 20% spare cores shall be provided in each control/signaling cable. All power cable shall be of 650/ 1100 V grade PVC insulated unarmored with aluminum conductor of appropriate size.

Earthing of all electric equipment shall be done as per relevant BIS, latest IE rules and statutory regulation of the concerned department/ unit of Government of Uttar Pradesh.

All statutory approvals from commencement to commissioning of elevators shall be obtained by the contractor from Inspector of Lift and any other concerned statutory authorities & also Lift clearance certificate/Test certificate with License of owner shall be made available from Govt. concerned office duly certified from Lift inspector/concerned officer.

03. PAINTING

General Service painting – This includes structures, plate works, piping, ducting and machinery of mechanical nature (except motors, resistors, panels, switch gears etc.).

All parts of the elevator shall be thoroughly cleaned of all mild scale, rust and foreign materials by appropriate method of cleaning such as solvent cleaning, hand tool and power tool cleaning flame cleaning, blast cleaning etc. After that, all parts including frames, gear boxes etc., shall be sand blasted as per STANDARDS.

All parts inaccessible after assembly shall be painted before the assembled while paint is still wet.

All parts of the elevator shall be painted at shop with one primer coat of 75 micron thick inorganic zinc silicate primer.

After erection of the elevator at site, damaged areas shall be power tool cleaned and touched up with 30 microns thick of zinc rich epoxy primer.

Then the complete elevator shall be painted with 1 intermediate coat of 100 microns thick high build IronOxide paint.

Subsequently two final coats of 35 microns thick of aliphatic polyurethane finish Paint of approved colour shall be applied Interior of all gear housing shall be painted with oil resistant paint after sand blasting and acid cleaning.

All machine pads bearing surfaces on structure or housing shall be painted with white lead.

Switch Board/ Control panel painting- This includes fabricated sheet metal items namely electrical control panels, switch boards, control disk, cabinets etc.

Mild scale, rust etc., shall be removed by pickling in a bath of dilute Sulphuric, Hydrochloric or Phosphoric acid, with or without heating, followed by thorough rinsing by fresh water to remove acid traces. Pickling in Sulphuric acid may be followed by dipping in dilute Phosphoric acid containing iron phosphate. Prior to pickling heavy deposits of oil, grease, soil and other foreign matters shall be removed by solvent cleaning.

The cleaned surfaces shall be given a phosphate coating consisting of thin layer of zinc, iron or manganese phosphate deposited either by immersion or power spray. The coating weight shall not be less than 5 gm/sqmm.

The phosphate coated surfaces shall be finish painted with two coats of synthetic epoxy paint. The interior of panel shall be egg shell white in color and outside color shall be approved by owner. The total dry film thickness of the finish coats shall not be less than 50 microns.

The equipment shall be power tool cleaned off dust, rust, grease, burrs, weld splatter and loose mill scale and sand blasted as per Swedish Standard SA 2 ½.

The equipment shall be painted with two primer coats and followed by two finish coats of epoxy paint. The minimum DFT of each primer and finish coat shall be 25 microns and 35 microns respectively. Color scheme for finish coats shall be approved/ furnished later. The fasteners supplied with equipment shall not be painted. The same shall be sent with anti-rust compound applied.

The quality of paint and colour scheme of finish coats shall be as approved by the NIOS

C. INSPECTION & TESTING:

1. GENERAL: The bidder based on the broad outline inspection procedure indicated in this Section shall finalize with the NIOS prior to the award of contract, the detailed procedure for inspection, testing (at factory/ site) along with the schedule of time and period of individual activities.
2. **The Contractor shall submit relevant test Certificates for all electrical equipment, cables. Following are the guidelines for shop testing.**
 - i. All motors to be routine tested as per IS specifications.
 - ii. All control panels/ MCCS shall be routine tested as per IS specifications.
 - iii. Thyristor/ Rectifier panels as per IEC 146. iv. Dry type power transformer as per IS specifications.
3. Similar test Certificates shall be submitted in respect of items like wire ropes, chains, couplings, gears, gear boxes, rope drums, pulleys, shafts etc.
4. Contractor shall give adequate notice to the owner in regard to shop testing of major items like motors, etc. in order to enable the owner to witness the tests if required by the owner.,

5. **Work shall be carried out in accordance with prevalent/ relevant standards like Indian Electricity Act, IEE rules, Lift Act, etc. It will be the responsibility of the firm to arrange for inspection by the statutory authorities at the appropriate time, obtain necessary Certificates and handover the same to the owner for record. The statutory fees (if any) will be borne by the employer or will be reimbursed against production of receipt.**

04. **INSPECTION AT SITE:**

These tests after erection of the elevator in plant shall comprise of the following:

- a) The supplier's tests.
- b) Acceptance tests/ performance guarantee tests.

After the elevators are erected all equipment and machinery shall be tested as required by the owner/ inspector in line with IS specifications. The elevator shall be run without load and the adjustments shall then be completed.

All tests shall be carried out in the presence of the owner/ Inspector and any corrections found necessary shall be approved by the owner/ inspector and shall be carried out with minimum of delay. The supplier shall be responsible for producing all necessary working sketches and drawings to the approval of the owner/ inspector.

The elevators after erection shall be treated as follows:

i) Performance guarantee test:

The elevators after completion of erection shall be performance tested to meet the following acceptable limits of design parameters.

SPEED: 1.0m/sec (1.00 METRE PER SECOND) with LANDING ACCURACY within +or- 5mm

In case of unit capacities and design parameters guaranteed by the Contractor are not established during the performance guarantee testing, the owner at his discretion may reject or accept the elevator after assessing its technical suitability. The Contractor shall be given 2 months' time after commissioning for rectification to achieve the necessary design parameters, beyond which the employer may reject.

ELECTRICAL TESTS:

- a) Visual check for adequacy & completeness of scope of supply.
- b) Insulation test on electrical equipment wiring.
- c) Satisfactory operation of controllers, limit switches, safety devices etc.
- d) Correctness of all circuits and interlocks.
- e) Satisfactory operation of electric lift for all motions/ stops.

ACCEPTANCE TEST:

After supplier's tests are completed, an acceptance test shall be carried out by the authorized person of NIOS, and if accepted, the elevator shall be handed over to the NIOS.

Operation & capacity tests will be conducted as specified in IS specifications and as specified above. Insulation and other tests applicable to the electric lift shall be

done as per relevant IS.

The date(s) for operation and capacity tests shall be set by the owner/ inspector and the suppliers shall be informed of the date (s) in advance. The supplier shall be represented at the tests by a qualified engineer or erection superintendent familiar with erection and commissioning of the elevator.

E. SLA for Annual Maintenance Contract of Elevator/Lift

1. Terms of Agreement:

This rate contract agreement shall remain in force from the date of commencement i.e. <date > till the expiry of the contract (including extension if any). It shall be open to user to terminate this agreement any time during its currency by giving one month notice to the AMC Agency, in writing.

This rate contract agreement will be for a period of 12 months from the date of commencement.

2. The Maintenance Contract is in comprehensive excluding batteries, car cabin's lights & fans

3. Support:

- The AMC Agency will provide support on calls lodged by the NIOS.
- Support should be available on 24 x 7 basis.
- The complete support comprises of comprehensive maintenance facility of Lift during Warranty period.
- **Uptime guarantee:** The agreement stipulates that the AMC Agency shall maintain the system with uptime of 98% excluding Preventive Maintenance, Vandalism, Misuse and general repair time. The uptime will be calculated on yearly basis.
- A copy of agreement between service provider & OEM should be provided to the NIOS.
- Maintenance Services: The AMC Agency shall provide maintenance services under this agreement for the Lift on par with OEM's service standard.

4. The maintenance services shall include the following: -

- i. **Corrective Maintenance:** Any system failure will be attended by the AMC Agency's engineer and if necessary by their specialists
- ii. **The firm shall have cloud based predicative Maintenance system.**
- iii. **Preventive Maintenance**

The NIOS will allow the AMC Agency to carry out required Preventive Maintenance on Lift. The AMC Agency will check the health of each Lift under this contract. The down time required for Preventive Maintenance will be communicated to the NIOS by the AMC Agency. The AMC Agency will prefer to execute preventive maintenance work during non-business hour.

iv. Spares Availability/ Support from OEM

The AMC Agency shall have a back-to-back Business Critical Support arrangement with the OEM partner for spares and escalation support. The AMC Agency shall also have a formal arrangement with OEM for any technical support that may be required on the hardware. OEM letter for support is to be submitted against each RC.

5. Response Time for Call Centre Location:

- i. 2 Hour after logging the complaint during the working days, Response Time (24x7)
- ii. 4 Hours Resolution Time (Including Response Time) for Minor Issues.
- iii. 08- 10 Hours Resolution Time (Including Response Time) in case spare is required or in

case of Major issues.

6. Reporting:

The AMC Agency shall prepare a monthly Uptime Summary Report in the NIOS prescribed format. The AMC Agency will enclose uptime report along with the bill for certification.

7. Penalty for SLA Non-Compliance:

In case the uptime commitment is not met, same shall attract a penalty @ Rs. 2000/- per day per lift or part thereof. The penalty amounts shall be recovered from the payments due to the AMC Agency. A sample calculation is given below: If the actual uptime achieved in 97.5%, penalty amount shall be: $Rs. 2000 \times \{(98.0 - 97.5) / 100 \times 365\}$ or Decision of NIOS.

CHECK LIST FOR SUBMISSION OF TECHNICAL BID

S.no	Documents Submitted	Yes	No	Reasons for Non - Submission
1.	Duly Signed Technical & Financial Bid on all Pages			
3.	Non – Disclosure Agreement			
4.	Integrity Pact			
5.	Copy of Relevant Completed Work Orders / Completion certificate from the Client.			
6.	Copy of Work Orders in Hand			
7.	Details of Offices Network in India			
8.	BID SECURITY / EMD			
No	Criteria	Documents Required		
01	The vendor should have minimum of five years of experience in supply, installation, testing and commissioning of elevators as on 31-12-2023.	Copy of work orders/client certificates older than 5 years as on 31-12-2023.		
02	The vendor should have undertaken at least one work of supply, installation, testing and commissioning of elevators in Public Sector Undertakings/ Public Sector Banks/Reputed Institution during the last 5 years.	Work order copies along with the completion certificates from the clients.		
03	The Bidder should have the Elevator Service Portfolio of minimum 20000 and above.	Supporting document should be produced.		
04	The Bidder should have 24 x 7 cloud based connected service for predictive Maintenance of the Elevators.	Supporting document should be produced.		
05	The applicant should be an assessee of the Income Tax and must possess GST No.	Should submit copy of the income tax, PAN, GST registration certificate.		
06	The vendor shall have the Annual Financial Turnover of at least Rupees Ten Crore and above per year during last 3 years ending with 31.03.22/31.03.21/31.03.20 and should be a profitmaking organization.	1) Audited Balance Sheet and P & L Account for the three years mentioned. 2) Certificate from Chartered Accountant certifying the turnover of last three financial years i.e. 2019-20, 2020-21, 2021-22		
07	The Bidders desirous of quoting should have a permanent office at Delhi/ NCR and service backup for maintenance of lifts	Copy of address proof for office at Delhi/ NCR		

PART-II FINANCIAL BID
(TO BE SUBMITTED IN A SEPARATE ENVELOPE)

SCHEDULED WORK AND QUANTITY FOR SUPPLY, INSTALLATION, TESTING & COMMISSIONING OF DIFFERENT CAPACITY OF 07 NOS. OF PASSENGER LIFTS BY DISMANTLING EXISTING PASSENGER LIFTS & ITS BUYBACK AT THE OFFICE BUILDINGS OF NIOS AT A-24-25, A-31, SECTOR-62, NOIDA, UP--201309. (**Rate shall be quoted only after by initial site inspection further no discrepancy will be allowed for whatsoever reason).*

SL. NO.	DESCRIPTION & SCOPE OF SUPPLY	Qty.	Rate perunit	Total Rs.	In words
A.	Lifts				
1	Supply Installation Testing & Commissioning of Three (03) 13 passengers capacity lifts with 10 landings including electrical, controls as mentioned in technical bid and civil works (site requirement) as per the Technical Specifications as required. (As per Technical specification & Design mentioned in the Tender)	03 Nos.			
2.	Supply Installation Testing & Commissioning of Two (02) 08 passengers capacity (lifts with 07 landings including electrical, controls as mentioned in technical bid and civil works (site requirement) as per the Technical Specifications as required. (As per Technical specification & Design mentioned in the Tender)	02 Nos.			
3.	Supply Installation Testing & Commissioning of One (01) Goods cum Passengers (900kg) with 10 landings including electrical, controls as mentioned in technical bid and civil works (site requirement) as per the Technical Specifications as required. (As per Technical specification & Design mentioned in the Tender)	01no.			
4.	Supply Installation Testing & Commissioning of One (01) Goods cum Passengers (500kg) with 04 landings including electrical, controls as mentioned in technical bid and civil works (site requirement) as per the Technical Specifications as required. (As per Technical specification & Design mentioned in the Tender)	01No.			
	Sub Total –A				
	Sub Total – A with GST @ 18%				
	Gross Total – A				

B.	Comprehensive Maintenance				
1.	Comprehensive maintenance charges with full responsibility of carrying out repair and supply of required original spare parts to keep the elevator in fully operational condition for a period of 5 years, after expiry of 2 years free servicing and warranty period of all the 07(Seven) lifts. (All parts Mechanical/ Electrical & Electronics items including if any additional Manpower/ Labour charge/Third party charge etc.)	07 Nos.			
	YEAR 1 (Free Servicing & Warranty period under DLP)		0	0	0
	YEAR 2 (Free Servicing & Warranty period under DLP)		0	0	0
	YEAR 3				
	YEAR 4				
	YEAR 5				
	Sub Total -B				
	Sub Total – B with GST @ 18 %				
	Gross Total - B				
C.	Liasioning				
3.	Liasioning for all statutory approvals pertaining to all the Lifts Installation with certification from Govt. Authority for Licensee for operation of Lift at Site with all clearance & third party certification & Inspection.	Lump-sum			
	Sub Total -C				
	Sub Total – C with GST @ 18%				
	Gross Total - C				
D	Schedule of Credit				
4.	Dismantling of Existing Lifts				
	Credit for dismantled materials (Lift –Escon Make) in respect of existing lifts	07 Nos.			
	Sub Total -D				
	Sub Total – D with GST				
	Gross Total - D	-Ve			
	GRAND TOTAL (Gross Total A + Gross Total B+ Gross Total C - Gross Total D)				

NAME OF THE BIDDER:-

SIGNATURE OF BIDDER

WITH SEAL OF THE FIRM

TERMS OF FINANCIAL BID

- 1) Prices quoted must be firm for the period /extended period of contract. No escalation shall be admissible in respect of any item of the contract.
- 2) No escalation due to **IEEMA clause** shall be admissible.
- 3) Price quoted must be inclusive of all items required for the entire job of design, manufacture, supply to site, erection, testing, commissioning, and handing over including ancillary items and nothing extra shall be paid.
- 4) Price quoted shall cover the cost of dismantling the existing elevator of **ESCON make** and removing them from site of work. No extra payment on this amount shall be entertained/ paid. No material of the dismantled elevator shall be used in erection of new elevators.
- 5) All materials shall be insured against theft, damage, etc., from the time they are transported from the factory up to the time of handing over to the NIOS. No claim in respect of any damage/ loss shall be entertained.
- 6) AMC RATES: WITH REGARD TO AMC, THE RATES SHOULD BE QUOTED INCLUDING GST. APPLICABLE GST WILL BE PAID DURING THE COURSE OF AMC.
- 7) THE ITEMS 1, 2 & 3 OF FINANCIAL BID WILL BE CONSIDERED FOR ARRIVING L1 PRICE.
- 8) THE SUPPLIER HAS TO EXECUTE AGREEMENT WITHIN 14 DAYS FROM THE DATE OF ORDER (AS PER THE FORMAT GIVEN BY THE NIOS), CONFIRMING THAT THE LIFTS WILL BE MAINTAINED AT THE TENDERED RATE FOR THREE YEARS AFTER WARRANTY PERIOD.

SIGNATURE OF THE BIDDER PRICE SCHEDULE:
