

	<u>Client Name :</u> SHRI MARKANDEY SOLAPUR SAHANKARI RUGNALAYA & RESEARCH CENTER NIYAMIT	SHRI MARKANDEY SOLAPUR SAHANKARI RUGNALAYA & RESEARCH CENTER NIYAMIT
Doc. No. TC_LIFT_16_20_S11	Document Title : Lift Tender Conditions	Rev. No. : 0
		Date : 08 th October, 2021

FOR SUPPLY & ERECTION OF ELEVATORS

From :

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Date :

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To,

SHRI MARKANDEY SOLAPUR SAHANKARI RUGNALAYA & RESEARCH CENTER
NIYAMIT

Dear Sir / Madam,

Sub : PROPOSED LIFT AT SOLAPUR SAHAKARI RUGNALAYA
NIYAMIT HOSPITAL at F.P NO.19/2 Pachha peth Solapur-
413005

For : SHRI MARKANDEY SOLAPUR SAHANKARI RUGNALAYA &
RESEARCH CENTER NIYAMIT

We have pleasure in submitting herewith our Tender Quotation for the above mentioned works, duly completed in all respects.

- (1) We represent that we have the adequate experience and expertise in handling and delivering the Work as envisaged in the Tender as above in accordance with the quality and time period desired by you.

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- (2) We have read and studied the entire Tender Document for the supply of the elevators includes manufacturing, manufacturing supply, erection, commissioning and testing of the elevators together with subsequent warranty and maintenance for stipulated time. We agree to abide by them.
- (3) We also agree to complete installation of the elevators within _____ **months** from the date of receipt of order , as mentioned in the Appendix.
- (4) We agree to execute and complete the installation of the elevators works at the rates quoted herewith.
- (5) We have inspected the site of works and acquainted ourselves with the local conditions. We will not claim any extra amounts for reasons arising out of site conditions. Rates quoted by us include all such eventualities.
- (6) The rates quoted in the tender shall be valid for three months from the date of opening of the tender.

Thanking you,

Yours faithfully,

Seal of Contractor

(Signature of Contractor)

Date : _____

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I. TENDER CONDITIONS

GENERAL CONDITIONS

- (1) Soft copy of the tender should be mail to following e-mail ids tendermssrn@gmail.com on or before 03/11/2021
- (2) Before filling the Tender, the Tenderer must examine the ' Drawings ' and inspect the site of works and acquaint himself with all the local conditions and matters pertaining thereto. No claim for damage or compensations will be entertained in case of any failure on the part of Tenderer regarding such examination and inspection.
- (3) Drawings and other papers attached to the Tender Form must be return along with the sealed tender.
- (4) Tender shall be filling in with ink. No erasure shall be making in the tender. Any correction that may be necessary shall be making by crossing of works / figures, across incorrect portion and writing the correct portion above and shall be initialed by the Tenderer.
- (5) The Tenderer shall sign various documents of the tender wherever a place for his signature is indicated and also shall sign each and every page.
- (6) PO will be issue for supply & erection for the elevators with Tender drawing.

RATES QUOTED IN THE TENDER

- (7) GA drawings issued should be in conformity with the tender drawings. Any major deviation from tender drawing will be allowed only with prior written approval of the architects. Any modifications suggested by architect, at the time of finalization of GA drawings should be incorporated without extra cost. These modifications should be in line with tender drawings & specification.

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- (8) Rates quoted in the ‘ Bills of Quantities and Rates ‘ are inclusive of all freights, taxes such as Octroi, GST, Royalties etc. as well as transportation, handling and storage of materials and any other charges including any enhanced labour rates etc. which may be enacted from time to time by the State and / or Central Government. Our clients are not concerned with any fall or rise in prices of any materials. Under no circumstances shall our clients be held responsible for compensation or loss to the contractor due to any increase in cost of labour and / or materials.

(9) Electric Power :

Electric power connection for this work shall be made available by the Owner / Employer at a fixed point on the site through his licensed electrical Contractor.

Arrangements for conveying and using it shall be made by the Contractor at his own cost.

Unavailability of power & water cannot be deemed as reason of delay.

(10) Water Supply:

Water for this work shall be supplied by the Owner / Employer.

- (11) Workmanship & Materials : The materials to be used on the site of the work shall be new, as per the specifications and of the best quality procurable. Workmanship of work shall be of very good quality & as per good industry practices. The materials to be used for erection and installation on site it's security will not be the responsibility of the owner. The place for storage of material will be given on site by the owner.

- (12) Warranty : The equipment with its all accessories shall be provided with the warrantee of Twelve months from date of commencement. During the warrantee period service Engineer shall visit the site for preventive maintenance & shall be available for service call. During warrantee period, in case of any failure under normal working condition, necessary repairs / replacement shall be done at supplier's cost.

- (13) Free Maintenance: The free maintenance is for the period of up to 12 months and will commence from the date of intimation to you of the physical completion of installation or will commence 180 days from the date of intimation from us that material is at warehouse whichever is earlier. The date of commencement of free maintenance will remain unchanged, irrespective of any delay in building completion, availability of permanent power supply, inspection taking over, or commencing use of the elevator / escalator

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- (14) Licenses: The Tenderer shall be exclusively be responsible for procuring certificates/permits/licenses from Statutory/ Regulatory Authorities, and pay all necessary fees for such certificates/ licenses/ permits and inspection fees
- (15) Arrangements for storage of materials shall be done by the Supplier at his own cost, The labour camps shall be put up only at locations approved by the Architects on the project site. Sanitation and water supply for labourers of Supplier, shall be done by the Supplier at his own cost, which shall be removed and the area left clean. The Supplier shall get all his labourers and staff out from the site at the end of project works. No additional payment of any kind on this account shall be made to the Contractor, either for erecting or removal of the same.

CONTRACT DRAWING & SPECIFICATIONS

- (16) (a) A set of Tender Drawings is available along with the tender on confidential basis. These Drawings must be return along with the sealed tender.
- (b) Plans and details shown on Drawings are accurate as far as can be envisaged at present. These are liable to be altering.
- (c) Where the mode of measurements is not specifying, the latest relevant mode of measurements of Indian Institute of Architects shall be adopt.
- (17) Contractor shall be paid 10% interest free mobilization advance after detailed bar chart is approved. Advance shall be paid against B.G. of equal amount from acceptable Bank.
- 60% of supply value against supply of material at site.
- 15% of supply value & 75% of labour value on installation
- 10% against testing and commissioning
- 5% Retention for period of 12 months
- This can be released against performance Bank Guarantee of equal amount of 12 months from the date of virtual completion certificate. Minimum amount of the bills shall be 10% of the order value.

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TAXES, COMPENSATION & OTHER ENACTMENTS (If applicable)

- (18) All taxes like GST etc. should be mention separately in quoted price.
- (19) The Owner / Employer is entitled and shall have the right to recover from the supplier, any claims made against the Owner / Employer arising out of this contract, from any money due or that may become due to the supplier.

SPECIAL NOTES

- (20) After acceptance of contract rates, The Owner / Employer will NOT pay any extra charges for lead, testing or any other reasons. The Elevator supplier must arrange for all transport & offloading of materials at site as well as equipment required for installations and testing and include all such cost in the rates quoted for the work or all test certificates should be submitted by Elevator supplier.
- (21) Scaffolding: Scaffolding required for erection and installation of elevators must be arranged by the supplier.
- (22) Elevators Supplier will ensure following ,
- A site engineer from supplier will be appointed to supervise & guide day to day erection work from the start of erection till it's completion.
 - A project co-coordinator, a fairly senior official, who will attend all Monthly review meetings & take speedy decisions to ensure timely completion of the Project.
 - Provide a list of higher officials from their organization with their Phone Numbers & mail id, who could be contacted in case the progress of the project is stuck for want of any reason. “
- Architect / Owner will have right to ascertain the suitability of these appointed personnel & right to recommend removal of unsuitable amongst them, which will have to be replaced by the Supplier / Erector immediately.
- (23) The Owner reserves for himself the right to call upon any Tenderer to furnish explanations and clarifications regarding the calculations. Architect shall have also the right to visit the office of the Tenderer and various other works of this nature, carried out by him. The Tenderer in this regard shall provide all reasonable assistance to the Architect or the Owner, as the case may be.

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- (24) The Owner or his Architects, in writing, will inform the Tenderer whose tender is accepting of the same. The unsuccessful Tenderers will also be informing of the fact in writing. The submission of a tender by Tenderer does not entitle him to any claims whatsoever.
- (25) The supplier shall prepare 'Time & Progress Schedule 'with 'BAR-CHART 'for the whole of the contract works along with the tender. The Schedule shall be finalized in consultation with the Architects. It is supplier's responsibility to see that these schedules are complete with, within normal conditions.
- (26) Materials and workmanship of each item shall be as per relevant I. S. Codes, where specifications are not available in this tender. The overall delivery of the work shall be as per applicable industry standards.
- (27) The Owner / Employer does not bind himself to accept the lowest or any tender the Owner / Employer also reserves the right to accept or reject any or all tenders either in whole or in part without assigning any reasons thereof & without therefore incurring any liability to any affected Tenderer(s).
- (28) All prevalent norms and rules as laid down by statutory bodies one to be observed, including Safety Norms. Safety protocol is to be submitted by the successful supplier within 6 days from the award of the contract
- (29) Counting of Delay for liquidated damages mentioned at Sr. No. (e) of appendix attached herewith.
For the sake of counting delays, following milestones are identified :-
- Preparation & submission of elevators.
 - Submission of Approval drawings.
 - Receipt of Material (as per decided phases) at site.
 - Start & completion of Erection of elevators
 - Handing over of elevators.
- Any delay in achieving any of the Milestones will be recorded separately and the cumulative total of all such delays will be considered as the delay for calculating liquidated damages, for which the amount per week will be deducted from any payments due to the contractor, at the rate mentioned at Sr. No. (e) in the appendix attached herewith.
- (30) Any material received in damaged condition, is damage during storage period at site, or while handling by the contractor or any supplied found to be of sub-standard quality / will be replace free of cost by the supplier.
- (31) In case the supplier is not able to finish the work in reasonable time, adversely

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affecting the project completion date, the owner reserves the right to get the said work done through some other agency and deduct the cost incurred from the payments due to the contractor, in addition to the liquidity damages.

- (32) The Contractor shall comply with all requirements of State Govt., Central Govt. Acts regarding labour and personnel employed by him on site of work, such as Workmen's Compensation Act, E.S.I.S. and Contract Labour Act. He shall also abide by the rules and regulations of Minimum Wages Act, shall maintain necessary registers for attendance, wages, holidays etc. of all labour employed by him. The Owner / Employer is in no way responsible for any claims or compensations on this account.

The Contractor shall take adequate precautions and cover under all the applicable labour enactments, especially, workmen's compensation act also take insurance cover for the work against fire, riot, civil commotion etc. and against the third party injury. The Contractor shall keep the employer indemnified at all times against all claims during the currency of the Work or the contract which ever is later.

The Contractor shall be liable for and shall indemnify the Client against any liability, loss, claim or proceedings whatsoever arising any statute or at common law in respect of personal injury to or the death of any person whomsoever arising out or in course of or caused by the carrying out of the works.

The Contractor shall agree that no third party visitors will be brought to the site without the prior written permission of the Managing Director of the Owner.

The Contractor acknowledges that it shall play a vital role in the erection and construction of the site and hence shall at all times be responsible and therefore indemnify and keep the Company indemnified against all losses caused to the Company due to any neglect or delay or default or poor workmanship of the Contractor.

- (33) Interpretation by the Architect only :
In case of any dispute regarding interpretation of ' Drawings ' , ' Specifications ' , the interpretation by the Architect shall be final and binding on the Contractor.
All the tolerances shall be as per relevant I. S. Codes and in special cases as per direction of the Architect.

DECLARATION TO BE SIGNED BY THE TENDERER WITH SEAL AND STAMP OF OFFICE / FIRM

I / We have read the above conditions carefully and I / We hereby agree to abide by them.

Seal of Contractor

(Signature of Contractor)

Date : _____

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APPENDIX HEREINBEFORE REFERRED IN

<u>Sr. No.</u>	<u>Clause No.</u> <u>General Conditions of Contract</u>	<u>Clause</u>
(a)	Defects Liability Period	12 Months
(c)	Date of Commencement	<u>From date of LOI / P. O.</u>
(d)	Date of Completion	<u>Calendar Months from PO.</u>
(e)	Agreed Liquidated Damages	<u>0.5% per week of delay for the value of that section / cumulative value up to maximum of 5% of the Value of Contract.</u>
(f)	Retention Fund	<u>5 % (Five Percent)</u> <u>(from 1st running bill onwards)</u>
(g)	Mode of Payment	<u>As per Condition No. 17 of ibid</u>

Seal of Contractor

(Signature of Contractor)

Date : _____