



**PRE-QUALIFICATION APPLICATION DOCUMENT
FOR
SUPPLY, INSTALLATION & COMMISSIONING OF A PASSENGER LIFT FOR
THE INSTITUTE OF COST ACCOUNTANTS OF INDIA
EASTERN INDIA REGIONAL COUNCIL BUILDING (EIRC)
CMA Bhawan, 84, Harish Mukherjee Road, Kolkata – 700 025**

NAME OF THE APPLICANT: -

ADDRESS: -

DATE OF SUBMISSION:

TENDER FORM

Schedule Tender No. LIFT/EIRC/INSTALLATION/01/2025-26

Dated: 23.03.2026

1.	Name of Work	:	Supply, Installation, Testing and Commissioning of an 8 Passenger Lift as per the specification mentioned in the tender document, including dismantling of the existing lift.
2.	Tenders shall remain valid for	:	For a period of 90 days from the date of opening of the price bid of the tender.
3.	Time allowed for completion	:	60 days from the date of receipt of the work order.
4.	Earnest Money Deposit	:	Rs. 28,000.00 EMD should be submitted in the form of a Demand Draft in favour of “ Institute of Cost Accountants of India ”, Payable at Kolkata. MSME firms are exempted from EMD as per the GOVT. rules prevailed.
5.	Estimated Cost	:	Rs. 14,00,000.00 + GST as applicable
6.	Availability of Tender Documents	:	Tender documents to be downloaded from the Institute’s website www.icmai.in under ‘Tender’ during the period from date: 24.03.2026 to date 14.04.2026
7.	Tender document downloading Start Date	:	From 11:00 A.M on 24.03.2026
8.	Tender document downloading End Date	:	Up to 05.00 P.M on 14.04.2026
9.	Last date and time of submission of online bid	:	Up to 05.00 P.M on 14.04.2026
10.	Date and time of opening of technical bid with EMD and PRICE BID (In Two separate sealed cover) to be submitted in hard copy.	:	Would be notified
11.	Site Visit	:	Any working day between 11.00 Am to 4.00 Pm for the period from 24.03.2026 to date 14.04.2026

Notes:

1)	<p>Sealed tenders are invited from the OEM/authorized dealer of M/s. Otis Elevator Co(I) Ltd./ M/s. Kone Elevator Co (India) Ltd/ M/s. Schindler India Pvt Ltd./M/s. Thussenkrupp/, M/s. Mitsubishi, with a capacity of 544 kg. approx. (for 8 passengers), with a speed of 1.0 mt./second at the EIRC building in two parts, i.e. Cover – I and Cover –II separately. Sealed tenders in two parts, i.e. cover- I and cover- II, are to be submitted at CMA Bhawan, 12, Sudder Street, Kolkata – 700 016.</p> <p>(a) Cover-I (Technical Bid): Technical Bid” shall contain the following documents: Details of EMD: Original DD of Amount Rs.28,000.00 issued from any nationalised Bank/ Latest MSME certificate issued by the Govt. authorities along with the technical bid. Technical Bid, i.e. Cover-I will be opened as per above mentioned date & time in the presence of Tenderers who desire to attend.</p>
	<p>(b) Cover-II (Price Bid): Shall contain the Price Bid only, duly filled in and signed by the authorised signatory of the company. Cover-II (Price Bid) shall be opened only for those bidders who are successful in Technical Bid (Cover-I) after thorough scrutiny by the Institute.</p>
	<p>L1 would be selected based on the lowest quote as per the darkened box in the Financial Bid. Only Technically qualified bidders can participate in the Financial Bidding process.</p>
2)	The Bidder is expected to examine all instructions, forms, terms and specifications in the bid documents. Failure to furnish all information required as per the Bid Documents or submission of bids not substantially responsive in every respect, will be at the bidder’s risk and may result in rejection of the bid.
3)	In case the date of opening of tenders is declared as a holiday, the tenders will be opened on the next working day at the same time.
4)	The Institute reserves the right to reject all tenders without assigning any reason whatsoever.

INSTRUCTIONS TO THE TENDERERS

1.0 Scope of Work

Sealed tenders are invited by **The Institute of Cost Accountants of India, Kolkata Office for Supply, Installation, Testing and Commissioning of one number 8-passenger lift at the Institute of Cost Accountants of India, EIRC building, 84 Harish Mukherjee Road, Kolkata – 700 025, including dismantling of the existing lift and storing the materials as per the direction/instruction to be given by the Institute at the material time.**

2.0 Tender Documents

The work has to be carried out strictly according to the conditions stipulated in the tender, consisting of the documents as NIT, Instructions to the Tenderers, General Conditions of Contract, special conditions of contract, technical specifications, price bid, and existing site conditions. The above documents shall be taken as complementary and mutually explanatory of one another, but in case of ambiguities or discrepancies, shall take precedence in the order as Price Bid, Additional specification, Technical specification, Special conditions of contract, GCC, and instructions to Tenderers.

2.0 Site Visit

The tenderer must obtain for himself on his own responsibility and his own expenses all information, data which may be required for the purpose of filling this tender document and enter into a contract for the satisfactory performance of the work. The Tenderer is requested to satisfy himself regarding the availability of water, power, transport and communication facilities, the character, quality and quantity of the materials, labour, the law-and-order situation, climatic conditions, local authorities' requirements, traffic regulations, etc. The tenderer will be fully responsible for considering the financial effect of any or all the factors while submitting their tender.

3.0 Earnest Money

The tenderers are requested to submit the **Earnest Money of Rs. 28,000/- [Rupees twenty-eight thousand Only]** in the form of a Demand Draft in favour of "Institute of Cost Accountants of India", Payable at Kolkata.

4.0 Security Deposit

It shall be 10% of the contract value, including EMD. Balance amount, i.e. 10% of the contract value less EMD amount, shall be deducted from the bill for the work done. 50% of the total security shall be paid to the Vendor/Tenderers after successful completion of commissioning and the Vendor/Tenderer's removal of his extra materials, equipment, labour force, temporary sheds, stores, site office, etc. The balance 50% would be paid to the Vendor/Tenderers after the defect liability period **of 12 months from the date of commissioning**, provided they have satisfactorily carried out all the works and attended to rectification of all defects in accordance with the conditions of the contract.

4.1 No interest shall be paid on the amount retained by the Institute as Security Deposit.

5.0 Signing of Contract Documents

The successful tenderer shall be bound to implement the contract by signing an agreement and the conditions of the contract within **one week** from the receipt of intimation of acceptance of the L1 vendor by the Institute. L1 would be selected as per the darkened box of Financial Bid (Pg: 27)

6.0 Completion Period

Time is the essence of the contract. The work should be completed in all respects in accordance with the terms of the contract within a period of **60 days** from the date of handing over the site or 7 days from the date of receipt of the work-order, whichever is earlier.

7.0 Validity of Tender:

06(Six) months from the date of the opening price bid. If the tenderer withdraws his / her offer during the validity period or makes modifications in his / her original offer which are not acceptable to the Institute, without prejudice to any other right or remedy, the Institute shall be at liberty to forfeit the EMD.

8.0 Liquidated Damages:

The liquidated damages shall be **0.5% of the contract value fortnightly, subject** to a maximum of 10% of the contract value.

9.0 Addendum to Liquidated Damages Clause: –

9.1 The parties hereby agree that due to negligence of act of the Vendor/Tenderer, if the employer suffers losses, damages, the quantification of which may be difficult, and hence the amount specified hereunder shall be construed as reasonable estimate of the damages and the Vendor/Tenderer agree to pay such liquidated damages, as defined hereunder as per the provisions of this contract.

9.2 The amount of liquidated damages under this Contract shall not exceed 10% of the total value of the contract.

9.3 The liquidated damages shall be applicable under the following circumstances:

9.3.1 If the deliverables are not submitted as per schedule and time, the Vendor/Tenderer shall be liable to pay 0.5% of the total cost of the services for delay of **fortnightly** or part thereof.

9.3.2 If the deliverables are not acceptable to the Employer, and defects are not rectified to the satisfaction of the Employer within 30 days of the receipt of the notice, the Vendor/Tenderer shall be liable for Liquidated Damages for an amount equal to 0.5% of the total cost of the services **fortnightly** or part thereof for the delay.

9.3.3 Any delay beyond this, the Institute shall be free to terminate the contract and get the work done from an alternate source at the risk of the Vendor/Tenderer, besides forfeiting EMD. The decision of the Institute as to the period of delay on the part of the Vendor/Tenderer and the quantum of compensation for such delay shall be final and binding on the Vendor/Tenderer. If the Vendor/Tenderer is unavoidably hindered in carrying out the work on account of a delayed decision or the approval by the Institute, which is necessary to carry out further work, he shall be allowed a suitable extension of time by the concerned authority of the Project, whose decision shall be final and binding on the Vendor/Tenderer. No claim of the Vendor/Tenderer shall be entertained against the Institute for such delayed approvals/decisions by the Corporation, except for a suitable extension of time.

10. Rates and Prices

10.1 The tenderers shall quote their rates for individual items both in words and figures. In case of discrepancy between the rate quoted in words and figures, the unit rate quoted in words in the original tender will prevail. If no rate is quoted for a particular item in either of the tender documents, the Vendor/Tenderer shall not be paid for that item when it is executed.

10.1.1 The tenderers should not change the units as specified in the tender. If any unit is changed, the tenders would be evaluated as per the original unit, and the Vendor/Tenderer would be paid accordingly. The tenderer should not change or modify, or delete the description of the item. If any discrepancy is observed, he should immediately bring it to the attention of the Institute.

10.1.2 The rate quoted shall be firm and shall include all costs, allowances, taxes, levies, etc., but excluding GST, which will be paid separately to the Vendor/Tenderers on submission of bill/documents for onward payment to the Govt. GST Department. The rate allows to deduct 1% of the billed amount towards Labour Welfare Fund.

GENERAL CONDITIONS OF CONTRACT (G.C.C.)

1.0 Ownership of Document

All specifications and copies thereof furnished by the INSTITUTE are the property of the INSTITUTE. They are not to be used on other work.

3.0 Detailed Instructions

The INSTITUTE, through its available communications mechanism, shall furnish with reasonable promptness additional instructions as necessary for the proper execution of the work. All such instructions shall be consistent with the contract documents, true developments thereof and reasonably inferable there from.

The work shall be executed in conformity therewith, and the Vendor/Tenderer shall prepare a detailed programme schedule indicating therein the date of start and completion of various activities on receipt of the work order and submit the same to the INSTITUTE for approval.

4.0 Copies of Agreement

Two copies of the agreement, duly signed by both parties with the drawings, shall be handed over to the Vendor/Tenderers.

5.0 Materials, Appliances and Employees

Unless otherwise specified, the Vendor/Tenderer shall provide and pay for all materials, labour, water, power, tools, equipment, transportation and any other facilities that are required for the satisfactory execution and completion of the work. Unless otherwise specified, all materials shall be new, and both workmanship and materials shall be of the best quality. The Vendor/Tenderer shall at all times enforce strict discipline and good order among his employees and shall not employ on the work any unfit person or anyone not skilled in the work assigned to him. A workman whose work or behaviour is found to be unsatisfactory by the Institute, shall be removed from the site immediately.

6.0 Permits, Laws and Regulations

Permits and Licenses required for the execution of the work shall be obtained by the Vendor/Tenderer at their own expense. The Vendor/Tenderer shall give notices and comply with the regulations, laws, and ordinances applicable to the Vendor/Tenderer. If the Vendor/Tenderer observes any discrepancy between the drawings and specifications, he shall promptly notify the INSTITUTE in writing under intimation of the Institute. If the Vendor/Tenderer performs any act which is against the law, rules and regulations, he shall meet all the costs arising therefrom and shall indemnify the INSTITUTE from any legal actions arising therefrom.

7.0 Setting out Work

The Vendor/Tenderer shall set out the work and shall be responsible for the true and perfect setting out of the same and for the correctness of the positions, levels, dimensions, and alignment of all parts thereof and shall get it approved by the Institute, before proceeding with the work. If at any time any error in this respect shall appear during the progress with the work, irrespective of the fact that the layout had been approved by the Institute, the Vendor/Tenderer shall be responsible for the same and shall at his own expenses rectify such error, if so, required to the satisfaction of the INSTITUTE.

8.0 Protection of Works and Property

The Vendor/Tenderer shall continuously maintain adequate protection of all his work from damage and shall protect the INSTITUTE's properties from injury or loss arising in connection with the contract. He shall make good any such damage, injury, or loss due to his fault or negligence, except due to causes beyond his control.

He shall take adequate care and steps for the protection of the adjacent properties. The Vendor/Tenderer shall take all precautions for the safety and protection of his employees on the works and shall comply with all applicable provisions of Govt. and local bodies safety laws and building codes to prevent accidents, or injuries to persons or

property of about or adjacent to his place of work. The Institute will not be responsible for any accident/mishap during the execution of the work due to the negligence of the tenderer.

The Vendor/Tenderer shall take insurance covers as per clause 21 at their own cost. The policy may be taken in joint names of the Vendor/Tenderers and the INSTITUTE, and the original policy may be lodged with the INSTITUTE.

9.0 Inspection of Work

The INSTITUTE / The Institute / Consultant /Engineer or their representatives shall at all reasonable time have free access to the work site and/or to the workshop, factories, or other places where materials are lying or from where they are obtained and the Vendor/Tenderer shall give every facility to the INSTITUTE / The Institute / Consultant /Engineer and their representatives necessary for inspection and examination and test of the materials and workmanship. No person, unless authorised by the INSTITUTE / Consultant /Engineer, except the representative of public authorities, shall be allowed on the work at any time.

10.0 Assignment and Subletting

The whole of work included in the contract shall be executed by the Vendor/Tenderer and he shall not directly entrust and engage or indirectly transfer assign or underlet the contract or any part or share thereof or interest therein without the written consent of the INSTITUTE through the Institute and no undertaken shall receive the Vendor/Tenderer from the responsibility of the Vendor/Tenderer from active superintendence of the work during its progress.

11.0 Quality of Materials, Workmanship & Test

- (i) All materials and workmanship shall be the best of the respective kinds described in the contract and in accordance with the Institute / Consultant /Engineer instructions and shall be subject from time to time to such tests as the Institute may direct at the place of manufacture or fabrication or on the site or an approved testing laboratory. The Vendor/Tenderer shall provide such assistance, instruments, machinery, labour and materials as normally required for examining, measuring, sampling and testing any material or part of the work before incorporation in the work for testing as may be selected and required by the Institute.
- (ii) All samples of adequate numbers, size, shades & patterns as per specifications shall be supplied by the Vendor/Tenderer without any extra charges. If certain items proposed to be used are of such a nature that samples cannot be presented or prepared at the site, detailed literature/test certificate of the same shall be provided to the satisfaction of the Institute. Before submitting the sample/literature, the Vendor/Tenderer shall satisfy himself that the material/equipment for which he is submitting the samples/literature meets the requirements of the tender specification. Only when the samples are approved in writing by the Institute.

12.0 Obtaining information related to the execution of work

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

13.0 Vendor/Tenderer's superintendence

The Vendor/Tenderer shall give necessary personal superintendence during the execution of the works and as long, thereafter, as the Institute may consider necessary until the expiry of the defect liability period, stated hereto.

15.C The successful tenderer / Vendor/Tenderer, 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: - (i) 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.

- (a) Various standard clauses with corrections up to the date stipulated in contract if any.

- (b) Safety Code.
 - (c) Model Rules for the protection of health, sanitary arrangements for workers engaged by Vendor/Tenderer.
 - (d) Vendor/Tenderer's Labour Regulations.
 - (e) List of Acts and omissions for which fines can be imposed.
- (iii) No payment for the work done will be made unless contract is signed by the Vendor/Tenderer.

16.0 Variations

No alteration, omission or variation ordered in writing by the Institute / Consultant /Engineer shall vitiate the contract. In case the INSTITUTE / The Institute / Consultant /Engineer thinks proper at any time during the progress of works to make any alteration in, or additions to or omission from the works or any alteration in the kind or quality of the materials to be used therein, the Institute / Consultant /Engineer shall give notice thereof in writing to the Vendor/Tenderer or shall confirm in writing within seven days of giving such oral instruction the Vendor/Tenderer shall after to add to omit from as the case may be in accordance with such notice but the Vendor/Tenderer do any work extra to or make any alteration or additions to or omissions from the works any deviation from any of the provision of the contract, stipulations, specifications contract drawings without previous consent in writing of the Institute / Consultants and value of such extras, alterations, additions or omissions shall in all cases be determined the Institute / Consultant /Engineer and the same shall be added to or deducted from the contract value as the case may be.

20.0 Work by other Agencies

The INSTITUTE reserves the right to use premises and any portion of the site for the execution of any work not included in the scope of this contract, which it may desire to have carried out by other persons simultaneously, and the Vendor/Tenderer shall not only allow but also extend reasonable facilities for the execution of such work.

The Vendor/Tenderer, however, shall not be required to provide any plant or material for the execution of such work except by special arrangement with the INSTITUTE. Such work shall be carried out in such a manner as not to impede the progress of the works included in the contract.

21.0 Damage to persons and property

The Vendor/Tenderer shall except if and so far as the contract provides otherwise indemnify the INSTITUTE against all losses and claims in respect of injuries or damages to any person or material or physical damage to any property whatsoever which may arise out of or in consequence of the execution and maintenance of the works and against all claims proceedings, damages, costs, charges and expenses whatsoever in respect of or in relation thereto except any compensation of damages for or with respect of or in relation thereto except any compensation of damages for or with respect to :

- (a) The permanent use or occupation of land by or any part thereof.
- (b) The right of INSTITUTE to execute the works or any part thereof, on, over, under, in or through any lands.
- (c) Inquiries or damages to persons or properties which are unavoidable result of the execution or maintenance of the works in accordance with the contract.
- (d) Injuries or damage to persons or property resulting from any act or neglect of the INSTITUTE their agents, employees or other Vendor/Tenderers not being employed by the Vendor/Tenderer or for or in respect of any claims, proceedings, damages, costs, charges and expenses in respect thereof or in relation thereto or where the injury or damages was contribute to by the Vendor/Tenderer, his servants or agents such part of the compensation as may be just and equitable having regard to the extent of the responsibility of the INSTITUTE, their employees or agents or other employees or agents or other Vendor/Tenderers for the damage or injury.

21.1 Vendor/Tenderer to indemnify INSTITUTE

The Vendor/Tenderer shall indemnify the INSTITUTE against all claims, proceedings, damages, costs, charges and expenses in respect of the matters referred to in provision sub-clause 26.2 of this clause.

21.2 Vendor/Tenderer's superintendence

The Vendor/Tenderer shall fully indemnify and keep indemnified the INSTITUTE against any action, claim or proceeding relating to infringement or use of any patent or design or any alleged patent or design rights and shall pay any royalties which may be payable in respect of any articles or part thereof included in the contract. In the event of any claim made under or action brought against INSTITUTE in respect of such matters as aforesaid the Vendor/Tenderer shall be immediately notified thereof and the Vendor/Tenderer shall be at his own expenses to settle any dispute or to conduct any litigation that may arise there from provided that the Vendor/Tenderer shall not be liable to indemnify the INSTITUTE if the infringement of the patent or design or any alleged patent or design right is the direct result of an order passed by the Institute this behalf.

21.3 Accident or injury to Workmen [Workmen' s Compensation (General) Policy]

21.3.1 The INSTITUTE shall not be liable for or in respect of any damages or compensation payable at law in respect or in consequence of any accident or injury to any workmen or other person in the employment of the Vendor/Tenderer or any sub-Vendor/Tenderer save and except an accident or injury resulting from any act or default of the INSTITUTE or their agents or employees. The Vendor/Tenderer shall indemnify and keep indemnified INSTITUTE against all such damages and compensation, save and except as aforesaid and against all claims, proceedings, costs, charges and expenses whatsoever in respect thereof or in relation thereto.

21.3.2 Remedy on Vendor/Tenderer's failure to ensure

If the Vendor/Tenderer fails to effect and keep in force the insurance referred to above or any other insurance which he may be required to effect under the terms of contract, then and in any such case the INSTITUTE may effect and keep in force any such insurance and pay such premium or premiums as may be necessary for the purpose and from time to time deduct the amount so paid by the INSTITUTE as aforesaid from any amount due or which may become due to the Vendor/Tenderer, or recover the same as debt from the Vendor/Tenderer.

21.3.3 without prejudice to the others rights of the INSTITUTE against Vendor/Tenderers. In respect of such default, the employer shall be entitled to deduct from any sums payable to the Vendor/Tenderer the amount of any damages costs, charges and other expenses paid by the INSTITUTE and which are payable by the Vendor/Tenderers under this clause. The Vendor/Tenderer shall upon settlement by the insurer of any claim made against the insurer pursuant to policy taken under this clause proceed with due diligence to rebuild or repaid the works destroyed or damaged. In this event all the monies received from the insurer in respect of such damage shall be paid to the Vendor/Tenderer and the Vendor/Tenderer shall not be entitled to any further payment in respect of the expenditure incurred for rebuilding or repairing of the materials or goods destroyed or damaged.

22.0 Extension of Time

If in the opinion of the Institute / Consultant /Engineer the work to be delayed for reasons beyond the control of the Vendor/Tenderer, the Institute / Consultant /Engineer may submit a recommendation to the INSTITUTE to grant a fair and reasonable extension of time for completion of work as per the terms of contract. If the Vendor/Tenderer needs an extension of time for the completion of work or if the completion of work is likely to be delayed for any reasons beyond the due date of completion as stipulated in the contract, the Vendor/Tenderer shall apply to the INSTITUTE through the Institute / Consultant /Engineering writing at least 15 days before the expiry of the scheduled time and while applying for extension of time he shall furnish the reasons in detail and his justification if any for the delays. The Institute / Consultant /Engineer shall submit their recommendations to the INSTITUTE in the prescribed format for granting extension of time. While granting extension of time the Vendor/Tenderer shall be informed the

period extended time which will qualify for levy for liquidated damages. For the balance period in excess of original stipulated period and duly sanction extension of time by the INSTITUTE the provision of liquidated damages as stated under Clause 9.0 shall become applicable. Further contract shall remain in force even for the period beyond the due date of completion irrespective whether the extension is granted or not.

23.0 Work during nights and holidays

Subject to any provision to the contrary contained in the contract no permanent work shall save as herein provided be carried on during the night or on holidays without the permission in writing of the Institute when the work is unavoidable or absolutely necessary for the saving of life or property or for the safety of the work in which case the Vendor/Tenderer shall immediately advise the Institute / Consultant. However, the provision of the clause shall not be applicable in the case of any work which becomes essential to carry by rotary or double shifts in order to achieve the progress and quality of the part of the works being technically required / continued with the prior approval of the Institute at no extra cost to the INSTITUTE.

All work at night after obtaining approval from competent authorities shall be carried out without unreasonable noise and disturbance.

24.0 No compensation or restrictions of work

If at any time after acceptance of the tender INSTITUTE shall decide to abandon or reduce the scope of work for any reason whatsoever and hence not required, the whole or any part the work to be carried out. The Institute / Consultant /Engineer shall give notice in writing to the effect to the Vendor/Tenderer and the Vendor/Tenderer shall act accordingly.

In the matter the Vendor/Tenderer shall have not claim to any payment of compensation or otherwise whatsoever on account of any profit or advantage which he might have derived from the execution of the work fully but which he did not derive in consequence of the foreclosure of the whole or part of the work.

Provided that the Vendor/Tenderer shall be paid the charges on the cartage only of materials actually and Bonafide brought to the site of the work by the Vendor/Tenderer and rendered surplus as a result of the abandonment, curtailment of the work or any portion thereof and then taken back by the Vendor/Tenderer, provided however that the Institute / Consultant/Engineer shall have in such cases the option of taking over all or any such materials at their purchase price or a local current rate whichever is less.

In case of such stores having been issued from INSTITUTE stores and returned by the Vendor/Tenderer to stores, credit shall be given to him at the rates not exceeding those at which were originally issued to the Vendor/Tenderer after taking into consideration and deduction for claim on account of any deterioration or damage while in the custody of the Vendor/Tenderer and this respect the decision of The Institute / Consultant /Engineer shall be final.

25.0 Suspension of Work

(i) The Vendor/Tenderer shall on receipt of the order in writing of the Institute (whose decision shall be final and binding on the Vendor/Tenderer) suspend the progress of works or any part thereof for such time and in such manner as The Institute / Consultant /Engineer may consider necessary so as not cause any damage or injury to the work already done or endanger the safety thereof for any of following reasons.

- (a) On account of any default on the part of the Vendor/Tenderer, or
- (b) For proper execution of the works or part thereof for reasons other than the default of the Vendor/Tenderer, or
- (c) For the safety of the works or part thereof.

The Vendor/Tenderer shall, during such suspension, properly protect and secure the works to the extent necessary and carry out the instructions given on that behalf by the Institute / Consultant.

(ii) If the suspension is ordered for reasons (b) and (c) in sub-para (i) above.

The Vendor/Tenderer shall be entitled to an extension of time equal to the period of even such suspension. No compensation whatsoever shall be paid on this account.

26.0 Action when the whole security deposit is forfeited

In any case in which, under any clause of this contract, the Vendor/Tenderer shall have rendered himself liable to pay compensation amounting to the whole of his security deposit the Institute shall have the power to adopt any of the following course as they may deem best suited to the interest of the INSTITUTE.

- (a) To rescind the Vendor/Tenderer (of which rescission notice in writing to the Vendor/Tenderer by the Institute/ Consultant/Engineer shall be conclusive evidence) and in which case the security deposit of the Vendor/Tenderer shall be forfeited and be absolutely at the disposal of INSTITUTE.
- (b) To employ labour paid by the INSTITUTE and to supply materials to carry out the work, or any part of the work, debiting the Vendor/Tenderer with the cost of the labour and materials (the cost of such labour and materials as worked out by the Institute / Consultant /Engineer shall be final and conclusive against the Vendor/Tenderer) and crediting him with the value of the work done, in all respects in the same manner and at the same rates if it had been carried out by the Vendor/Tenderer under the terms of this contract the certificate of The Institute / Consultant / Engineers to the value of work done shall be final and conclusive against the Vendor/Tenderer.
- (c) To measure up the work of the Vendor/Tenderer, and to take such part thereof as shall be unexecuted out of his hands and to give it to another Vendor/Tenderer to complete in which case any expenses which may be incurred in excess of the sum which would have been paid to the original Vendor/Tenderer, if the whole work had been executed by him (of the amount of which excess the certificates in writing of the Institute / Consultant /Engineer shall be final and conclusive) shall be borne by original Vendor/Tenderer and may be deducted from any money due to him by INSTITUTE under the contract or otherwise or from his security deposit or the proceeds of sale thereof, or sufficient part thereof.

In the event of any of above courses being adopted by the INSTITUTE the Vendor/Tenderer shall have no claim to compensation for any loss sustained by him by reasons of his having purchased or procured any material or entered into any engagements or make any advances on account of, or with a view to the execution of the work or the performance of the contract and in case the contract shall be rescind under the provision aforesaid, the Vendor/Tenderer shall not be entitled to recover or to be paid any sum or any work thereto for actually performed under this contract, unless, and until the Institute / Consultant /Engineer will have 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.

27.0 Owner's Right to Terminate the Contract

If the Vendor/Tenderer being an individual or a firm commit any 'Act of Insolvency' or shall be adjusted an insolvent or being an incorporated company shall have an order for compulsory winding up voluntarily or subject to the supervision of Govt. and of the Official Assignee of the liquidator in such acts of insolvency or winding up shall be unable within 7 days after notice to him to do so to show to the reasonable satisfaction of the Institute/ Consultant/ Engineer that he is able to carry out and fulfil the contract and to give security therefore if so required by the Institute / Consultant.

Or if the Vendor/Tenderer (whether an individual firm or incorporated Company) shall suffer execution to be issued or shall suffer any payment under this contract to be attached by or on behalf of any of the creditors of the Vendor/Tenderer.

Or shall assign or sublet his contract without the consent in writing of the INSTITUTE through the Institute/ Consultant/Engineer or shall charge or encumber this contract or any payment due to which may become due to the Vendor/Tenderer there under:

- (a) Has abandoned the contract; or
- (b) has failed to commence the works, or has without any lawful excuse under these conditions suspended the progress of the works for 15 days after receiving from the INSTITUTE through the Institute / Consultant /Engineer written notice to proceed, or
- (c) has failed to proceed with the works with such diligence and failed to make such due progress as would enable the works to be completed within the time agreed upon, or has failed to remove the materials from the site or to pull down and replace work within seven days after written notice from the INSTITUTE through the Institute/ Consultant/Engineer that the said materials were condemned and rejected by the Institute / Consultant/ Engineer under these conditions ; or has neglected or failed persistently to observe and perform all or any of the acts, matters or things by this contract to be observed and performed by the Vendor/Tenderer for seven days after written notice shall have been given to the Vendor/Tenderer to observe or perform the same or has to the detriment of good workmanship or in defiance of the INSTITUTE's or The Institute's / Consultant's instructions to the contrary subject any part of the contract.

Then and in any of said cases the INSTITUTE and or the Institute, may not withstanding any previous waiver, after giving seven days' notice in writing to the Vendor/Tenderer, determine the contract, but without thereby affecting the powers of the INSTITUTE or the Institute / Consultant /Engineer or the obligation and liabilities of the Vendor/Tenderer the whole of which shall continue in force as fully as if the contract had not been so determined and as if the works subsequently had been executed by or on behalf of the Vendor/Tenderer.

And further the INSTITUTE through the Institute their agents or employees may enter upon and take possession of the work and all plants, tools, scaffoldings, materials, sheds, machineries lying upon the premises or on the adjoining lands or Roads use the same by means of their own employees or workmen in carrying on and completing the work or by engaging any other Vendor/Tenderers or persons to complete the work and the Vendor/Tenderer shall not in any way interrupt or do any act, matter or thing to prevent or hinder such other Vendor/Tenderer or other persons employed for completing and finishing or using the materials and plant for the works.

When the works shall be completed or as soon thereafter as convenient the INSTITUTE or the Institute/ Consultant/Engineer shall give a notice in writing to the Vendor/Tenderer to remove his surplus materials and plants and should the Vendor/Tenderer fail to do so within 15 days after receipt thereof by him the INSTITUTE sell the same by public auction after due publication, and shall adjust the amount realized by such auction. The Vendor/Tenderer shall have no right to question any of the act of the INSTITUTE incidental to the same of the materials etc.

28.0 Certificate of Payment

The Vendor/Tenderer shall be entitled under the certificates to be issued by the Institute to the Vendor/Tenderer within 10 working days from the date of Certificate to the payment from INSTITUTE from time to time. The INSTITUTE shall recover the statutory recoveries other dues including the retention amount from the certificate of payment.

Provided always that the issue of any certificate by the Institute / Consultant /Engineer during the progress of works or completion shall not have effect as certificate of satisfaction or relieve the Vendor/Tenderer from his liability under clause.

The Institute / Consultant /Engineer shall have power to withhold the certificate if the work or any part thereof is not carried out to their satisfaction.

The Institute / Consultant /Engineer may by any certificate make any corrections required in previous certificate.

The INSTITUTE shall modify the certificate of payment as issued by the Institute / Consultant /Engineer from time to time while making the payment.

The Vendor/Tenderer shall submit final bill only after taking actual measurements and properly recorded in the Measurement Books / Sheets.

29.0 Settlement of Disputes and Arbitration

In case of any dispute or difference regarding the work as mentioned in the tender, the same shall be tried to be settled amicably between the parties, failing which the same shall be referred to arbitration in accordance with the provisions of the Arbitration and Conciliation Act 1996 or any statutory modification or re-enactment thereof and the rules made there under. Fees payable to the arbitrator these shall be paid equally by both the parties. The order of the arbitrator shall be binding on the parties.

Jurisdiction of the Courts of Kolkata shall apply.

30.0 Price Variation

Not applicable.

31.0 Force Majeure

31.1 Neither Vendor/Tenderer nor INSTITUTE shall be considered in default in performance of their obligations if such performance is prevented or delayed by events such as but not to war, hostilities revolutions, riots, civil commotion, strikes, lockout, conflagrations, epidemics, accidents, fire storms, floods, droughts, earthquakes or ordinances or any act of god or for any other cause beyond the reasonable control of the party affected or prevented or delayed. However, a notice is required to be given within 30 days from the happening of the event with complete details, to the other party to the contract if it is not possible to serve a notice, within the shortest possible without delay.

31.2 As soon as the cause of force majeure has been removed the party whose ability to perform its obligations has been affected shall notify the other of such cessation and the actual delay incurred in such affected activity adducing necessary evidence in support thereof.

31.3 From the date of occurrence of a case of force majeure obligations of the party affected shall be suspended during the continuance of any inability so caused. With the cause itself and inability resulting there from having been removed, the agreed time of completion of the respective obligations under this agreement shall stand extended by a period equal to the period of delay occasioned by such events.

31.4 Should one or both parties be prevented from fulfilling the contractual obligations by a state of force majeure lasting to a period of 6 months or more the two parties shall each other to decide regarding the future execution of this agreement.

32.0 Local Laws, Acts, Regulations

The Vendor/Tenderer shall strictly adhere to all prevailing labour laws inclusive of contract labour and other safety regulations. The Vendor/Tenderer shall comply with the provision of all labour legislation including the latest requirements of all the Acts, laws, any other regulations that are applicable to the execution of the project.

- (i) Minimum Wages Act 1948 (Amended)
- (ii) Payment of Wages Act 1936 (Amended)
- (iii) Workmen's Compensation Act 1923 (Amended)
- (iv) Contract Labour Regulation and Abolition Act 1970 and Central Rules 1971 (Amended)
- (v) Apprentice Act 1961 (Amended)
- (vi) Industrial Employment (Standing Order) Act 1946 (Amended)
- (vii) Personal Injuries (Compensation Insurance) Act 1963 and any other modifications
- (viii) Employees' Provident Fund and Miscellaneous Provisions Act 1952 and amendment thereof.

(ix) Shop and Establishment Act.

(x) Any other Act or enactment relating thereto and rules framed there under from time to time.

33.0 Accidents

The Vendor/Tenderer shall immediately on occurrence of any accident at or about the site or in connection with the execution of the work report such accident to the Institute / Consultant. The Vendor/Tenderer shall also such report immediately to the competent authority whenever such report is required to be lodged by the law and take appropriate actions thereof.

SPECIAL CONDITIONS OF CONTRACT

1.0 Dimensions and Levels

All dimensions and levels shown on the drawing shall be verified by the Vendor/Tenderer on the site and he will be held responsible for the accuracy and maintenance of all the dimensions and the levels. Figured dimensions are in all cases to be accepted and no dimension shall be scaled. Large- scale details shall take precedence over small-scale drawings. In case of discrepancy the Vendor/Tenderer shall ask for clarification from the Institute / Consultant /Engineer before proceeding with the work.

2.0 Notice of Operation

The Vendor/Tenderer shall not carry out any important operation without the consent in writing from the Institute / Consultant.

3.0 Safety of Adjacent Structures and Trees

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

4.0 Temporary Works

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

5.0 Work Programme

As soon as the contract is awarded, a suitable programme of work preferably in the form of Bar Chart shall be drawn up for completion of the different stages of the work, so as to ensure its completion within the allotted period of time. This programme shall be submitted by the Vendor/Tenderer in consultation with The Institute / PMC or Site Engineer.

(i) As soon as possible after the Contract is concluded, the Vendor/Tenderer shall submit a Time and Progress Chart for each mile stone and get it approved by the Institute/ engineer –in-charge. The Chart shall be prepared in direct relation to the time stated in the Contract documents for completion of items of the works. It shall indicate the forecast of the dates of commencement and completion of various trades of sections of the work and may be amended as necessary by agreement between the Engineer-in-Charge and the Vendor/Tenderer within the limitations of time imposed in the Contract documents, and further to ensure good progress during the execution of the work, the Vendor/Tenderer shall in all cases in which the time allowed for any work,

exceeds one month (save for special jobs for which a separate programme has been agreed upon) complete the work as per mile stones.

- (ii) The programme chart should include the following:
 - (a) Descriptive note explaining sequence of the various activities.
 - (b) Network (PERT / CPM / BAR CHART).
 - (c) Programme for procurement of materials by the Vendor/Tenderer.

Programme of procurement of machinery / equipment having adequate capacity, commensurate with the quantum of work to be done within the stipulated period, by the Vendor/Tenderer. In addition to above, to achieve the progress of Work as per programme, the Vendor/Tenderer must bring at site adequate shuttering material required for cement concrete and R.C.C. works etc. for three floors within **a week** from the date of start of work till the completion of RCC work as per requirement of work. The Vendor/Tenderer shall submit shuttering schedule adequate to complete structure work within laid down physical milestone.

- (iii) If at any time, it appears to the Institute/ Engineer-in-Charge that the actual progress of work does not conform to the approved programme referred above or after rescheduling of milestones, the Vendor/Tenderer shall produce a revised programme within 7 (seven) days, showing the modifications to the approved programme to ensure timely completion of the work. The modified schedule of programme shall be approved by the Institute.
- (iv) The submission for approval by the Engineer-in-Charge of such programme or such particulars shall not relieve the Vendor/Tenderer of any of the duties or responsibilities under the contract. This is without prejudice to the right of Engineer-in-Charge/ The Institute to take action against the Vendor/Tenderer as per terms and conditions of the agreement.

6.0 Water, Power and Other Facilities

- (a) The rate quoted by the Vendor/Tenderer shall include all expenses that are required for providing all the water required for the work and the Vendor/Tenderer shall make his own arrangements for the supply of good quality water suitable for the construction and good quality drinking water for their workers. If necessary, the Vendor/Tenderer has to sink and a tube well/ open well and bring water by means of tankers at his own cost for the purpose. The INSTITUTE will not be liable to pay any charges in connection with the above.
- (b) The rate quoted in the tender shall include the expenses for obtaining and maintaining power connections and shall pay for the consumption charges.
- (c) The Vendor/Tenderers for other trades directly appointed by the INSTITUTE shall be entitled to take power and water connections from the temporary water and power supply obtained by the Vendor/Tenderer. However, the concerned Vendor/Tenderer shall make their own arrangements to draw the supply and pay directly the actual consumption charges at mutually agreed rates between them. All municipal charges for drainage and water connection for construction purposes shall be borne by the Vendor/Tenderer and charges payable for permanent connections, if any, shall be initially paid by the Vendor/Tenderer and the INSTITUTE will reimburse the amount on production of receipts.
- (d) The INSTITUTE as well as the Institute / Consultant /Engineer shall give all possible assistance to the Vendor / Tenderers to obtain the requisite.
- (e) Permission from the various authorities, but the responsibility for obtaining the same in time shall be of the Vendor/Tenderer.

8.0 Facilities for Vendor/Tenderer's Employees

The Vendor/Tenderer shall make his own arrangement for the housing and welfare of his staff and workmen including adequate drinking water facilities. The Vendor/Tenderer shall also make the arrangements at his own cost for transport where necessary for his staff and workmen to and from site of work at his own cost.

9.0 Lighting of Works

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

10.0 Fire Fighting Arrangement

- (i) The Vendor/Tenderer shall provide suitable arrangement for firefighting at his own cost. For this purpose, he shall provide requisite number of fire extinguishers and adequate number of buckets, some of which are to be always kept filled with stand and some with water. This equipment shall be provided at suitable prominent and easily accessible places and shall be properly maintained.
- (ii) Any deficiency in the fire safety or unsafe conditions shall be corrected by the Vendor/Tenderer at his own cost and to the approval of the relevant authorities. The Vendor/Tenderer shall make the following arrangements at his own cost but not limited to the following: -
 - (a) Proper handling, storage and disposal of combustible materials and waste.
 - (b) Work operations which can create fire hazards.
 - (c) Work operations which can create fire hazards.
 - (d) Type, number and location of containers for the removal materials and rubbish.
 - (e) Type, size, number and location of the fire extinguishers or other firefighting equipment.
 - (f) General housekeeping.

11.0 Temporary Fencing / Barricading

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

12.0 Disposal of Refuse

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

13.0 Approved make

The lift should be of M/s. Otis Elevator Co(I) Ltd./ M/s. Kone Elevator Co (India) Ltd/ M/s. Schindler India Pvt Ltd./M/s. Thussenkrupp/, M/s. Mitsubishi, make.

14.0 Excise Duty, Taxes, Levies etc.

The Vendor/Tenderer shall pay and be responsible for payment of all taxes, duties, levies, royalties, fees cess or charges in respect of the works including but not limit to sales tax, tax on works contract excise duty, and octroi,

payable in respect of materials, equipment plant and other things required for the Vendor/Tenderer. All of the aforesaid taxes duties, levies, fess and charges shall be to the Vendor/Tenderer's account and the INSTITUTE shall not be required to pay any additional or extra amount on this account. Variation of taxes, duties, fees, levies etc. if any, till completion of work shall be deemed to be included in the quoted rates and no extra claim amount on this account will in any case be entertained. If a new tax or duty or levy or cess or royalty or octroi is imposed under as statue or law during the currency of contract the same shall be borne by the Vendor/Tenderer. **GST which will be paid separately to the Vendor/Tenderers on submission of bill / documents for onward payment to the Govt.**

15.0 Acceptance of Tender

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

16.0 Possession Prior to Completion

The Owner shall have right to take possession of or use any completed or partially completed part of the work. Such possession or use shall not be an acceptance of any work not completed in accordance with the contract Agreement.

17.0 Dismissal of Workmen

The Vendor/Tenderer shall on the request of the Institute immediately dismiss from works any person employed thereon by him, who may in the opinion of the Institute be unsuitable or incompetent or who may misconduct himself. Such discharges shall be the basis of any claim for compensation or damage against the Owner or any of their officer or employee.

18.0 Declaration

I/We have inspected the site of works and have made me/us fully acquainted with the local conditions in and around the sites of works. I/We hereby declare that I/We have gone through the conditions laid down in the Notice Inviting Tender, General Conditions of Contract, Technical Specifications and understood the same particularly the contents of the Performance Guarantee Bond and on the basis of the same I/We quoted our rates in the schedule of quantities attached with the tender documents.

I/We shall also uniformly maintain such progress with the work, as may be directed by the Owner/The Institutes to ensure completion of same within the target date as mentioned in the tender document.

Signature of Tenderer

Address: Witness:

- 1) _____
- 2) _____

Dated:

SAFETY MEASURES AT SITE:

- 1. All personnel at site should be provided with Helmets and Safety Boots with some Identification Mark. Visitors also should be provided with Helmets. It should be ensured that these are used properly.
- 2. First Aid Box should be kept at site with all requisite materials.
- 3. No one should be allowed to inspect / work at a height without Safety Belt.

4. Suitable scaffolds should be provided for workmen for all Works that cannot safely be done from the ground, or from solid construction except such short period Work as can be done safely from ladders. When a ladder is used an extra Mazdoor shall be engaged for holding the ladder and if the ladder is used for carrying materials as well as suitable footholds and handholds shall be provided on the ladder and the ladder shall be given an inclination not steeper than $\frac{1}{4}$ to 1 ($\frac{1}{4}$ horizontal and 1 vertical).
5. Scaffolding or staging more than 3.5 meters above the ground or floors, swung or suspended from an overhead support or erected with stationary support shall have a guard rail properly attached, bolted, braced and otherwise secured at least 1-Meter-high above the floor or platform of such scaffolding or staging and extending along the entire length of the outside and ends thereof with only such openings as may be necessary for the delivery of materials. Such scaffolding or staging shall be so fastened as to prevent it from swaying from the building or structure.
6. Working platforms, Gangways, and Stairways should be so constructed that they do not sag unduly or unequally, and if the height of the platform or the Gangway or the Stairway is more than 3-5 Meters above ground level or floor level they should be closely boarded, should have adequate width and should be suitably fenced, as described.
7. Every opening in the floor of a building or in a working platform be provided with suitable means to prevent the fall of persons or materials by providing suitable fencing or railing whose minimum height shall be 1 Meter.
8. Safe means of access shall be provided to all working platforms and other working places. Every ladder shall be securely fixed. No portable single ladder shall be over 9 Meters in length while the width between side rails in rung ladder shall in no case be less than 30 cms for ladder up to and including Meters in length. For longer ladders this width should be increased at least 6mm for each additional 30 cms. Uniform step spacing shall not exceed 30 cms.
9. Adequate precautions shall be taken to prevent danger from electrical equipment. For electrical on line works gloves, rubber mats, and rubber shoes shall be used.
10. All trenches 1.2 Meters or more in depth shall at all times be supplied with at least one ladder for each 30 Meters length or fraction thereof. Ladder shall be extended from bottom of the trench to at least 1 Meter above the surface of the ground. The sides of the trenches, which are 1.5 Meters or more in depth shall be stepped back to give suitable slope, or securely held by timber bracing, so as to avoid the danger of sides collapsing. The excavated materials shall not be placed within 1.5 Meters of the edge of the trench or half of the depth of the trench whichever is more cuttings shall be done from top to bottom. Under no circumstances undermining or under cutting shall be done.
11. Before any demolition work is commenced and also during the process of the work :-
 - a) All roads and open areas adjacent to the Work Site shall either be closed or suitably protected;
 - b) No electrical cable or apparatus which is liable to be a source of danger over a cable or apparatus used by the operator shall remain electrically charged.
 - c) All practical steps shall be taken to prevent danger to persons employed from risk or fire or explosion or flooding. No floor, roof or other part of the building shall be so over-loaded with debris or materials as to render it unsafe.
 - d) All necessary personal safety equipment as considered adequate by the Site Engineer should be kept available for the use of the persons employed on the Site and maintained in a condition suitable for immediate use; and the Vendor/Tenderer should take adequate steps to ensure proper use of equipment by those concerned.

- e) Workers employed on mixing Asphaltic materials, cement and lime mortars shall be provided with protective footwear and protective goggles.
 - f) Those engaged in white washing and mixing or stacking of cement bags or any materials which is injurious to the eyes shall be provided with protective goggles.
 - g) Those engaged in welding works shall be provided with Welder's protective eye-shields.
 - h) Stone breakers shall be provided with protective goggles and protective clothing and seated at sufficiently safe intervals.
 - i) When workers are employed in sewers and manholes, which are in use, the Vendor/Tenderer shall ensure that the manhole covers are opened and are ventilated at least for an hour before the workers are allowed to get into the manholes and the manholes so opened shall be cordoned off with suitable railing and provided with warning signals and boards to prevent accident to the Public.
12. Use of hoisting machines and tackle including their attachments, anchorage and support shall conform to the following standard or conditions: -
- a) These shall be of good mechanical construction, sound material and adequate strength and free from patent defect and shall be kept in good repairs and in good working order.
 - b) Every rope used in hoisting or lowering materials or as a means of suspension shall be of durable quality and adequate strength, and free from patent defects.
 - c) Every crane driver or hoisting appliance operator shall be properly qualified and no person under the age of 21 years should be in-charge of any hoisting machine including any scaffold, winch or give signals to the operator.
 - d) In case of every hoisting machine and of every chain ring hook, shackle swivel and pulley block used in hoisting or lowering or as means of suspension the safe working load shall be ascertained by adequate means.
 - e) Every hoisting machine and all gear referred to above shall be plainly marked with the safe working load. In case of hoisting machine having a variable safe working load, each safe working load of the conditions under which it is applicable shall be clearly indicated. No part of any machine or of any gear referred to above in this paragraph shall be loaded beyond the safe working load except for the purpose of testing.
 - f) Motor, Gearing, Transmission, Electric wiring and other dangerous parts of hoisting appliances should be provided with efficient safeguards, hoisting appliances should be provided with such means as will reduce to the minimum the risk of accidental descent of the load, adequate precautions should be taken to reduce to the minimum the risk of any part of a suspended load becoming accidentally displaced.
 - g) When workers are employed on electrical installation, which are already energized, insulating mats, wearing apparel such as gloves, sleeves, and boots as may be necessary should be provided. The workers should not wear any rings, watches and carry keys or other materials, which are good conductors of electricity.
13. All scaffolds, ladders and other safety devices, mentioned or described herein shall be maintained in safe condition and no scaffold, ladder or equipment shall be altered or removed while it is in use. Adequate washing facilities shall be provided at or near places of work.

SPECIAL CONDITIONS FOR LIFT INSTALLATION

The bidders shall thoroughly familiarize themselves with the site and its surroundings before putting in their rates.

1. General Requirement

The installation' shall generally be carried out in conformity with the West Bengal Lifts and Escalators Rules and requirements of the Indian Electricity Act, 1910, as amended up to date, and the Indian Electricity Rules, framed there under, the relevant regulations of the Electric Supply Authority concerned, and also with the specifications laid

down in the Indian Standards (I.S.1860-1061) Code of practice for Electric Lift and I.S. 732-1963 Code of Practice (revised) for Electrical Wiring Installations (System voltage not exceeding 650 volts). The wiring shall also be according to the specifications of Local Authority and as per N.E.C.

Electrical Installation work shall be carried out only by Vendor/Tenderer holding valid Vendor/Tenderers' licence issued by the concerned State Government as applicable to the voltage grade and nature of electrical installation work in accordance with Rule 45 of Indian Electricity Rules, with its latest amendments. The work shall also be carried out under the direct supervision of a person holding a certificate of competency and by a person holding permit issued or recognized by the concerned State Government.

2. Materials

All materials, fittings, appliances, used in electrical installations, shall conform to Indian Standard Specifications wherever these exist. Materials to be used shall be got approved by Owner/The Institutes/Engineer-in-Charge prior to actual use.

3. Eligibility, Licence, Supervision

Only Vendor/Tenderer having valid Vendor/Tenderers' licence, issued by the concerned State Government, for doing the category of work as per tender shall be eligible for award of contract. A xerox copy of such licence shall be enclosed with the contract offer.

All work shall be carried out under direct supervision of Licensed Electrical Supervisor and Tradesman, certified by Electrical Authority for the requisite part.

The Vendor/Tenderer shall ensure that all the above statutory licences are renewed before they lapse, during tenure of this work.

Owner shall have the right to call for verification of all licences as and when felt necessary by them or their authorised representative.

The licensed supervisor shall be available at site at all reasonable hours to receive instruction from the Owner/ The Institutes/Engineer.

4. Shut down

The Vendor/Tenderers will be allowed for a shut down once for 2 (two) days. No additional shut down for a continuous period will be allowed thereafter.

5. Wires & Cables

All wires and cables to be used in electrical wiring shall have ISI marking on it. If the suppliers indicate that ISI marking of wires/cables is not possible because of manufacturing process, the cables/wires shall be accepted with the submission of test certificate and copy of licence issued by B.I.S.

6. Conduits

M.S. conduits to be used in wiring shall conform to IS 9537 (Part-II)-1981 or latest in all respects and shall be IS marked

7. Testing, Test Certificate

7.1 The Vendor/Tenderer shall have to submit G A and Schematic Control/Circuit drawing(s) in triplicate and have these approved by the Owner/The Institutes before undertaking the work.

7.2 The Vendor/Tenderer shall have to furnish manufacturer's test certificate, if asked by the Institute for particular material/materials brought at site for incorporation in work.

7.3 The Vendor/Tenderer shall have to carry out insulation tests, conductivity tests, and any other tests required as per specification and furnish test certificates to words the same in quadruplicate.

7.4 The Vendor/Tenderer will have to submit manufacturer's test certificate/ISI certificate for conduits, cables, copper wires, etc. if required by Engineer/The Institutes.

8. Installation, Testing & Commissioning, Electrical Inspection etc.

8.1 The Owner will apply for provisional and final clearance of this installation.

However, all necessary forms required by Inspecting Authority are to be collected/arranged and to be properly filled up by the Vendor/Tenderer and submitted to Authority after due endorsement by the Owner along with necessary fees, if required. Owner will reimburse the statutory/necessary fees paid by the Vendor/Tenderer on his behalf, on production of the money receipt of the Inspecting Authority/Authority.

8.2 The Vendor/Tenderer has to take all initiative/responsibility towards provisional and final approval of the lift installation and permission for regular use of the lifts and get the installation passed by the Lift Inspector/Local Authority in all respects including any variations, alterations, and modifications after Inspection of Inspector/Authority, if any for permanent and use of the lift. All the above are in the Vendor/Tenderer's scope of work. Necessary Liaison charges for installation and commissioning of lifts will have to be on the bidders account, the Institute shall not be held responsible for the same.

8.3 The Vendor/Tenderer shall submit to the Lift Inspector/Authority, the necessary Test Forms. G.A. Elevation and Control Schematic Drawings, Single Line Diagram, etc. as required, for approval and regular use of lifts without delay.

9. Handing Over/Taking over

The assets will be taken over from the Vendor/Tenderer within about one month after the issue of Licence by the Lift Inspector and after rectification of all defects pointed out by the Lift Inspector and Owner/The Institute. The Vendor/Tenderer shall be responsible for the installation and its maintenance in all its aspect and respects until the installation is taken over by the Owner or his authorised representative. In case the handing over/taking over is delayed extra financial implications for providing security etc by the Vendor/Tenderer shall be considered separately on the merits of the case.

10. Drawing

The successful tenderer shall be required to submit within 5 days from the Letter of Intent/Work Order the following drawings for approval of the Institute/Owner: -

- a) General Layout Arrangement drawing in plan and elevation.
- b) Plan, Cross-sectional Elevation and End View of the installation with details machinery including their weight and various focus relations activity on the floors, walls, foundations.
- c) Drawings showing details of location of fixtures for guide in the lit, shaft.
- d) Foundation Drawing of all plants including weight of the foundation.

On completion of work, the Vendor/Tenderer shall submit "As Made" copies of all the above drawings along with one set of reproducible transparency in triplicate for each lift along with their final bill. The Vendor/Tenderer shall have to submit the operation and maintenance check list/maintenance manual in triplicate for each lift along with the final bill. One set of the "As Made" drawings are to be properly framed and displayed in the Machine room for each lift.

11. Rules & Regulations

The complete installation covered by the specification shall conform to the current edition of American Standard Safety Code for Elevators by the American Society of Mechanical Engineers, B.S. Code of Practice for Electric Lifts, I.S. 1860-1968 or latest, Wes Bengal Lift Rules 1958, West Bengal Lifts & Escalators Act 1995 as per latest amendment. All electrical installation shall comply with in all respect with the requirements of Indian Electricity Act 1910. Indian Electricity Rules 1956 and also with the provision of I.S. 7321963 code of Practice for electrical wiring installation. All codes referred to herein mean the latest in force. It is the sole responsibility of the lift supplier to obtain the

necessary approval and licenses from the appropriate authority required for the installation as well as operation of the lifts.

12. Power Supply

- a) Necessary electric wiring required till the completion of erection of the equipment will have to be arranged for by the Vendor/Tenderer at his own cost. However, the Employer may assist the Vendor/Tenderer in obtaining such connection. The temporary wiring carried out for this temporary supply will be in conformity with the requirements of the local electric supply undertaking.
- b) Permanent Electric Supply to the Lift Machine Rooms have to be made available for the machines, lift car lights and fans and lights for lift well. Any wiring onward from these switches shall have to be carried out by the tenderer at his cost. Any earthing required for the equipment shall also have to be provided by the tenderer at his cost from the earthing terminals provided by the Employer in the lift machine room.

Adequate nos. of light points and power outlet points with necessary local control switches shall be provided for the lift well(s) and pit(s) by the lift Vendor/Tenderer including making necessary wirings and earthlings.

13. Ambient Temperature and Humidity Condition

All lifts with associated equipment shall be suitable for continuous use in an ambient temperature of 45 degree centigrade and relative humidity of 100%, both not occurring simultaneously.

14. Contract Drawings

The successful tenderer shall be required to submit within 30 days from the date of receipt of the letter of intent the following drawings for the approval of the Institute.

- i) General layout arrangement drawing in plan and elevation.
- ii) Plan, Cross sectional elevation and end view of the machinery wherever applicable including their weight, and various force, reactions acting on the floors, walls, foundations.
- iii) Drawing showing details of locations of fixtures for guides in the lift shaft.
- iv) Schematic control Circuit Drawings.

On completion of the work, a complete set of "As Made" drawings in triplicate shall be handed over to the Owner/Employer for their record. Schematic wiring diagrams are also to be handed over to the Owner/Employer in triplicate at the time of handing over. Further, a copy of the detailed wiring diagram shall be framed and installed in the machine room by the Vendor/Tenderer.

15. Technical Particulars.

Tenderer shall furnish Technical particulars of the equipment offered in the proforma as attached so as to enable a critical technical analysis of their tender offer.

16. Completion Tests

A. Load Test

A contract load test under the supervision of the local authorities and in presence of the Institutes' representative shall be carried out before the lift is put into commission. During the test, the brakes, limit switches, buffers and car safety devices shall be caused to function with the contract load in the lift. The lift shall be tested, for accuracy of levels at all loads in either direction and for smooth vibration less travel. The lift shall be accepted upon satisfactory completion of the contract load test and after the same are certified by the appropriate local authorities/Lift Inspector etc.

B. Other Completion Tests

- i) Insulation resistance tests to earth of the entire electrical equipment and wiring installation are to be carried out by means of a constant pressure 500 volts testing megger set and the test result shall not be less than 1 megohm
- ii) Result of continuity test of the conduit installation and any other metal work to earth shall not be more than one ohm.
- iii) The temperature of motors and associated control equipment shall be checked after a continuous run of at least one-hour duration to ensure that temperature rises are within the limit.
- iv) Test for speed shall be carried out and the speed shall not vary than 10% more of the specified speed under any conditions of load either ascending or descending.

17. Fees & Licenses

The Vendor/Tenderer shall submit requisite application forms with necessary fees to the State Lift Inspector/ Authority for permission to erect and for operation after getting the requisite forms (to be furnished by him) duly filled in and signed by the Owner. He will also liaison with the lift inspector and arrange for the provisional approval, inspection and issue of the license by the Lift Inspector.

The lift suppliers will bring all his tools and tackles, testing apparatus at the time inspection of Government Inspector/Authority and he will be solely responsible for getting the lift installation approved/passed by the lift inspector/Authority. Statutory fees paid by the Supplier will be reimbursed by the Owner/Employer on submission of authentic documents/receipt in the name of the Owner/Employer. Other statutory fees will also be paid by the Owner/Employer.

18. Maintenance

The Vendor/Tenderer shall undertake inspection and maintenance of the equipment installed under this contract for a minimum period of 12 months from the date of acceptance of the complete installation and date of commissioning whichever is later. The maintenance during the above period shall be free of cost to the Employer and shall cover monthly inspection of the equipment, carrying on necessary adjustment, oiling, and greasing and replacement of parts, if necessary.

19. Guarantee

The lift installation shall be guaranteed for a period of 12 months from the date of handing over against defective materials and workmanship. During the guarantee period the Vendor/Tenderer shall rectify, repair or replace defective parts and components free of cost to the Employer.

20. Agreement

The successful bidder shall have to enter an agreement with the Institute. The tender document will be an integral part of the said agreement.

SCHEDULE OF DETAILS OF 8 PASSENGERS LIFT

Capacity / Number of passengers	8 Passenger (544 kg)
Speed (mps)	1.0 m/s
Number of Stops / Entrances	Five stops with all opening on the same side.
Main stop	1 (0)
Travel height	15.00 Mt. (Approx.)
Machine room	Machine room less
Headroom	5000 mm
Pit depth	1400 mm
Shaft dimensions W x D	As per Existing lift well
Building tolerance	-25 mm / +25 mm
Shaft Wall	As per Existing lift well
Car dimensions W x D x H	Suitable Dimension as per Existing lift well
Car Door size W x H	800 mm x 2000 mm
Car Door Type	Door centre opening, 2 panels
Landing door fire protection classification	Two hours fire rated.
Counterweight location	As per company's Specification.
Car access sides	One
Door drive	VF Regenerative (Close Loop)
Drive and control	Full Collective control - Simplex
Controller position	In the right door jamb (LDU)
Controller location	Landing at floor 5 on side 1
Number of trips per hour	120
Inverter type	VAF0xx REGEN
Machine Type	Permanent Magnet (PM)
Communication Options Selected	Passenger release alt. landing Intercom TAI 1; 3 ways Remote Monitoring Device Alarm by horn in hoist way
Control options Selected	Automatic return to main floor Attendant service (KA/KS) Auto. door closing final time Position indicator car 1 Travel direction indicator car Voice signalization Auto. Rescue Device (ARD) Fire emergency switch

Features

Decoration line	Navona
Ceiling type	Round Spot/CD-41
Car ceiling finish	Stainless Steel AISI304 Mercury Hairline
Car lighting	LED lighting. Emergency Battery Operated Light in Cabin.
Car Front Finish/ Door finish	Stainless Steel Mercury Hairline Front Cathedral
Side wall	Stainless Steel Mercury Hairline
Rear wall	Stainless Steel Mercury Hairline
Floor	Artificial Granite Meteorite Grey
Skirting finish	Stainless Steel cladding Mercury Hairline (Flush)
Fixtures	Mechanical Push Buttons
Levelling accuracy	Max. as per article 10 of IS: 14665: 2000, Min. \pm 1 mm
Automatic Rescue Device	Required Battery backup for minimum 3 operations
Fixtures	FI GS 100 - Mechanical Push Buttons Half Height Stainless Steel AISI304 Mercury Hairline Black Glass Display, Standard resolution matrix Display Glass Height 205 mm
Button Description	Mechanical push buttons - Stainless Steel Hairline Black
Key Locking System	KCA31

Car Operating panel key type	Attendant service switch
Landing Operating panel version	Linea 100 Dot Matrix Low resolution Stainless Steel Mercury Hairline Black Glass Display Black Hairline Stainless Steel AISI304 buttons Surface vertical in wall Yes
Mirror	Half Height with Width Equivalent to Rear Panel
Handrail	Straight Stainless Steel mirror finishes on car panel (Side LH, Side RH & Rear)
Car door	Stainless Steel Mercury Hairline
Car door sill	Stainless steel
Landing door	Pebble Grey Painted
Car Fan Position	Center - With automatic on/Off Fan
Signals	In Car Battery operated Emergency Light, Alarm, Digital floor Indication, Push Button for each floor, On/Off switch, Emergency stop Button, Fan switch, at Landing UP/Down Indication, Push Button, Digital car position indication
Over load Protection	Overload Protection Device & Emergency Alarm Button for Inside Cabin

Non- Technical

1. Offer should include obtaining all statutory approvals/ licenses from various departments.
2. Conditions for AMC should be clearly specified
3. All statutory fees for obtaining certificate from the Inspector shall be paid by the Institute upon submission of invoice/demand from the licensing authority.
4. The offer should be inclusive of all taxes/ duties.
6. Any other requirements required by the Institute also shall be included.
7. The offer should include all loading unloading at site and transportation from manufacturer's site to the erection place.
8. The workers / technicians engaged should wear proper protective gadgets including helmets, safety belts etc. and should be adequate statutory insurance coverage.

BRIEF DESCRIPTION OF WORK: -

The work to be carried out at the Office Premises of the Institute of Cost Accountants of India, EIRC building, includes supply, installation and commissioning of passenger automatic lifts for 8 passengers with stainless steel body and providing after sales services.

INSTRUCTION TO THE APPLICANTS: -

1. The Pre-Qualification Application with all contents shall be in English. Completed Prequalification Application Documents in sealed covers (containing the submittal must show on the outside the name and complete address of the applicant and bear the title "Prequalification of vendors for supply & installation of Passenger Lift") should be submitted by 05.00 P.M on or before 14.04.2026 at the following address: -

**The Convenor,
Limited Tender Enquiry Committee,
The Institute of Cost Accountants of India
CMA Bhawan, 12 Sudder Street,
Kolkata – 700 016**

Note:-

1. Prequalification Application documents received after the due date and time will not be considered and be summarily rejected.
2. Applicants are advised to fill in the details asked for strictly as per the enclosed forms. Applications may be rejected if relevant details are not furnished in prescribed formats and also which do not meet the qualification requirements given in the paragraphs that below.
3. **ELEGIBILITY FOR PREQUALIFICATION: -**

The Applicant should be original manufacturer or Authorized Dealer of **M/s. Otis Elevator Co(I) Ltd./ M/s. Kone Elevator Co (India) Ltd/ M/s. Schindler India Pvt Ltd./M/s. Thussenkrupp/, M/s. Mitsubishi,,** who have their own office / after sales services establishment at Kolkata, and who have supplied and commissioned similar type of lifts at State or Central Govt. Departments/Undertakings / Nationalized Institutes in West Bengal State and in good workman like manner. For the purpose, testimonials, etc. from the Clients for whom the Applicant has executed similar type during the past 5 years will have to be submitted by the Applicant and where necessary reference will be made to previous clients. Applicants must furnish past experience data vide Form – 2. and who can show satisfactory evidence of successful completion and satisfactory performance with prompt after sales services for last two years in West Bengal State.

4. **The decision of the Institute to accept or reject any or all application(s) for pre-qualification shall be final and binding.**
5. Institute will decide which of the Applicants are qualified after verification of the furnished documents and visit of the sites of the previous clients in West Bengal State and confirm in writing in due course of time.

FORM – 1

APPLICATION FOR PREQUALIFICATION

1. Name & Address of Company	
2. Mobile No.	
3. Telephone No.	
4. Whether the firm is a Private or Public Limited concern or individual or a registered Partnership firm (Attested copies of the deeds of Articles of Association to be submitted)	
5. Name of person holding the power of attorney and his present Nationality with his liabilities (Attested copy of power attorney to be enclosed)	
6. Names of partners, their present nationality with their liabilities (Attested copy of partnership deed to be enclosed)	
7. Name and address of the Instituters	
8. Name(s) and position(s) of persons to be contacted for further information, if required.	
9. Year of establishment	

- I/we authorize the Institute to make any investigation to prove the correctness of the statements and documents submitted with this application and obtain clarifications and information on the technical and financial aspects of the application.
- I/ we have complied with and submitted the declaration as per point no 18 Pg 16 of the Tender Notice.

Place

Signature of the Applicant

Date

Seal of the Company

FORM - 2

KEY PERSONNEL

DETAILS OF KEY PERSONNEL RESPONSIBLE FOR THE SAID PROPOSED WORK.

Designation	Name of Nominee	Qualification, experience (in years) and present occupation
Partner/Director		
Other Key Staff		
Site Office		
Project Manager		
Site Supervising Engineers/Technical personnel		

Place

Signature of the Applicant

Date

Seal of the Company

FINANCIAL BID

Name of work: SUPPLY, INSTALLATION & COMMISSIONING OF PASSENGER LIFT FOR THE INSTITUTE OF COST ACCOUNTANTS OF INDIA EASTERN INDIA REGIONAL COUNCIL BUILDING (EIRC) AT CMA BHAWAN, 84, HARISH MUKHERJEE ROAD, KOLKATA – 700 025

To,
The Convenor,
Tender Committee,
The Institute of Cost Accountants of India
CMA Bhawan, 12 Sudder Street,
Kolkata – 700 016

Dear Sir/Madam,

I/We, the undersigned, am /are willing to complete the assigned work in full or part thereof and in accordance with the drawings/specification/scope of work/assessment of work after site visit and to the satisfaction of the Institute for the sum stated in the table below should capture the figures of total amount column of the BOQ. The work shall be executed as per the technical specifications mentioned in the Tender document.

Item Description	Basic Price INR	Total Units	Total Basic Price (without GST) INR
Supply, Installation, Testing and Commissioning of one new 8 passenger lift at EIRC building at 84, Harish Mukherjee Road, Kolkata – 700 025 as per the technical specification mentioned in the tender document including dismantling of the existing lift and storing the materials as per the direction/instruction to be given by the Institute at the material time. Please note that the size and shape of the lift, lift cabin, etc., should be customised as per the existing lift well, already constructed. No additions/alterations can be made in the existing lift well.		ONE	
Add GST@ _____%			
Total Final Contact Price Including GST INR			

TOTAL FINAL CONTRACT PRICE (In words):

I/We, agree that this Tender will remain valid for acceptance for a period of 180 (One hundred Eighty) days from the date of opening of tenders.

Signature of the Vendor/Tenderer: _____

Date:
Place: