



**GOVERNMENT COLLEGE OF ENGINEERING, KALAHANDI  
AT: Bandopala, PO: Bhawanipatna Engineering College S.O.,  
Dist: Kalahandi, Bhawanipatna-766 003, Odisha.**

No:-GCEK/512

Date: 30/05/2023

**TENDER CALL NOTICE**

Tenders in sealed cover are invited from reputed Service providers/ Contractors/ Agencies by the office of the undersigned for Comprehensive Annual Maintenance Contract (CAMC) for 02 nos of Johnson make passenger lifts (8 Persons, G+04, 544 Kg) for a period of 01 year.

Tenders should reach the office of the undersigned latest by 19/06/2023 up to 5.00 P.M. The quotations will be opened on 20/06/2023 at 2.30 P.M. The detailed advertisement is available in the College website <https://www.gcekbpatna.ac.in/>.

The undersigned reserves the right to reject any/ all quotations without assigning any reason thereof.

Principal

Signature of the Bidder with Seal and Addresses

**SCOPE OF WORK FOR COMPREHENSIVE AMC FOR 02 NO OF 8 PERSON (G+4, 544 kg) JOHNSON MAKE PASSENGER LIFTS AT GCE, KALAHANDI, BHAWANIPATNA**

- 1) The Service provider has to service the lifts at regular intervals (once in a month) and as frequently as the company deems necessary based on the nature of conditions of elevator.
- 2) The Service Provider shall depute his service engineer/supervisor/technician for attending preventive maintenance of lifts. Servicing of lifts shall be carried out with prior intimation to GCE, KALAHANDI.
- 3) Unrestricted breakdown calls have to be attended by the Service Provider during the tenure of the contract at free of cost. The Service Provider shall send his service personnel available at our works immediately on receipt of information from GCE, Kalahandi, but, however, not later than 24 Hrs. from the time of receipt of message. Conveyance expenditure if any for deputing the service personnel for attending the preventive or breakdown maintenance calls are in contractor scope. Any delay more than 24 hours will attract penalty on pro – rata basis on AMC charges and will be recovered including holidays if it falls between the break down period.
- 4) Parts not covered under comprehensive AMC: 1) Replacement of car enclosures, car flooring, hoistway enclosure, hoistway and car door, door gates, handles, frames, sill push box covers in landings. 2) Fan & light fittings, car floor tiles, alarm bell & buzzer, emergency light, alarm devices & batteries. 3) Electric incoming supply, main switch.
- 5) Parts covered under Comprehensive AMC: All parts are covered under comprehensive AMC (except the parts mentioned in SL. No. 04).
- 6) Works to be carried out during preventive maintenance check list: i) General cleaning of lift cabin. ii) Checking the condition of rope & lubricating the gear & motor bearings. iii) Checking the condition of the contacts, limit switches, door shoes, door rollers, guide shoes, brake liner, controller PCB, contactors, sensors etc. and repairing/replacing of the same as required.
- 7) The replaced components against the faulty components will be the property of GCE, Kalahandi. And the faulty components may be taken by the contractor after certified by Professor incharge Maintenance.
- 8) Period of Contract: The period of contract will be one year.
- 9) Termination of CAMC:  
If the performance of the service provider is found not satisfactory, GCE, Kalahandi will terminate the CAMC contract within 15 days of notice period. After the expiry of such notice period this contract shall be terminated and no party shall be liable for any claims/liabilities arising out of acts/deeds/transactions done by other Party after such termination. However, the Parties shall remain liable for all acts/deeds/transitions undertaken or done before the date of termination of this contract. GCE, Kalahandi reserves the right to reduce the contract period (pre-close the contract), with 30 days' notice period depends on the requirement / without assigning any reason

### Tender Conditions

- 1) Tender must be submitted in a sealed covers and to address the PRINCIPAL, Government College of Engineering, Kalahandi, Bhawanipatna-766003 with full name and address of the tenderer and the name of the work being super scribed on the cover. Late offers & incomplete offers shall become liable for rejection.
- 2) In case of opening day falls on holiday or anything to be declared as a holiday, the receipt and opening of the tender shall automatically fall on the same timing of the next working day. You/your authorized Representative may participate in the tender opening
- 3) All entries in the tender document either in printed or written format. Errors and over writings are not permitted. The tenderers concerned shall duly sign all cancellations and insertions. Tenderer shall sign in all sheets of tender documents.
- 4) In case the tenderer finds discrepancies or omissions in any of the tender document or doubt as to their meaning, he should at once address the authority inviting the tender, for clarification before tender opening.
- 5) The price bid will be opened on 26/06/2023 @14:30 Hrs at Board room of the College in the presence of GCE, Kalahandi official and such of those tenderer who choose to be present.
- 6) GCE, Kalahandi reserves the right to reject all the tenders without assigning any reasons
- 7) If a tenderer expires after the submission of the tender or after the acceptance of his tender, GCE, Kalahandi, may at their discretion, cancel such tender. If a partner of a firm expires after the submission of the tender, or after the acceptance of the tender, GCE, Kalahandi, may cancel such tender at their discretion, unless the firm retains its character.
- 8) Canvassing in any form in connection with the tender is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable for rejection.
- 9) Tender document will be downloaded from the college website ([www.gcekbpatna.ac.in](http://www.gcekbpatna.ac.in)). This tender schedule is not transferable under any circumstances.
- 10) This tender shall reach to College on or before the specified scheduled date & time unless it will not be considered the same. GCE, Kalahandi is not liable for loss/damage/delay of the tender documents in transit.
- 11) The tenderer is requested to bear in mind the entire operations involved, and the conditions during currency of the contract, and request for rate revision of any kind will not be entertained.
- 12) The tenderer should go through the general conditions and other terms & conditions of the tender document thoroughly and the acknowledgement to be done by authorized person with signing at the bottom of the page.
- 13) If tenderer have to arises any question about the tender, they may please clarify it from GCE, Kalahandi only in working days from 10.00 to 17.00 hrs with the under signed.
- 14) The validity of the offer shall be 90 days from the date of tender opening.
- 15) Multiple Bids: The bidder in his own interest shall submit only one bid. If a bidder submits multiple bids, all the bids are liable for rejection.  
Bids shall be considered "Multiple" in the following circumstances:
  - a) Two bids by the same party.
  - b) If one bidder is the Affiliate of another bidder. For the purpose of this clause "Affiliate" shall mean with respect to any Person, any other Person that, directly or

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indirectly, controls, is controlled by, or is under direct or indirect common control with, such Person, or is a director/ member / officer/ employee of such Person or of any Person who would otherwise qualify as an Affiliate of such Person pursuant to this definition; "Person" for the purposes of this definition shall mean any natural person, individual, corporation, limited partnership, co-operative, general partnership, joint stock company, joint venture, association, company, trust, bank, trust company, land trust, business trust, corporate body or other organization, whether or not a legal entity."

- 16) Fraud Prevention Policy: The bidder along with its associate / collaborators / sub-vendors / consultants / service providers shall strictly adhere to Fraud Prevention Policy and shall immediately bring to the notice of GCE, Kalahandi Management about fraud or suspected fraud as soon as it comes to their notice. GCE, Kalahandi employees and their dependents are NOT eligible to submit their offer against this contract. Even if they submit out of ignorance the offer shall be disqualified
- 17) Set off Clause: "GCE, Kalahandi shall have the right to recover any money which in the sole opinion of GCE, Kalahandi is due from the Contractor from any money due to the Contractor under this Contract or any other contract or from the Security Deposit furnished by the Contractor under this Contract or any other contract".
- 18) "Notwithstanding anything to the contrary, including, but not limited to, provisions relating to extension of time and compensation/or delay, time shall be the essence of the Contract."
- 19) Any other entry elsewhere (individual item rate, if any) in the Price bid by the bidder shall be treated as Null and Void.

### **Tenderer General Instructions**

1. Any deviation in this tender, terms & conditions and schedules will lead to total rejection of the offer submitted. Belated/late offers and incomplete offers shall become liable for rejection.
2. Conditional tenders, tender containing absurd rates and amounts, tenders which are incomplete, otherwise considered defective, tenders not in accordance with the tender conditions are liable for rejection.
3. If tender is not submitted as per prescribed forms, it will be rejected.
4. While quoting the rates, the tenderer is advised to carefully take into account all factors including any fluctuations of whatsoever in the market conditions, working environment, housekeeping requirement, rates etc. No claim shall be entertained on this account after acceptance of the tender or during the currency of the contract.
5. M/s. Bharat Heavy Electricals Ltd, reserves the right to reject any or all the tenders received or accept any tender or part thereof without assigning any reason therefore.
6. If tenderer have any doubts relevant to submit the offer, they are advised to clarify before submitting the quotation.
7. Rate should be quoted as per the work/rate schedule. If not, it will be rejected.
8. The tenderer should be present if called for clarifications/negotiation. In case, the tenderer's authorized person is attending the call, such person should have the due authorization letter and he should be capable of taking spot decisions.
9. In the event of awarding of work, the performance of the tenderer of contract will be monitored for all categories of work and GCE, Kalahandi reserves the right to initiate suitable action including suspension / foreclosure / termination of the contract.
10. GCE, Kalahandi reserves the right to accept or reject the lowest or any other tender or accept or reject any part of such tender without assigning any reasons therefor.
11. Discrepancy in "words" & "Figures":
  - a) If, in the price structure quoted for the required goods/services/works, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless in the opinion of the purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price corrected accordingly.
  - b) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
  - c) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevailing subject of (a) and (b) above.
  - d) If there is such discrepancy in an offer, the same shall be conveyed to the bidder with target date up to which the bidder has to send his acceptance on the above lines and if the bidder does not agree to the decision of the purchaser, the bid is liable to be ignored.

### **Contract General Conditions**

1. Arbitration: - All disputes between the parties to the Contract, arising out of or relation to the Contract shall after written notice by either party to the Contract to the other party be referred. And that disputes will be resolved by an arbitrator nominated by the Principal, GCE, Kalahandi.
  - (i) The venue of Arbitration shall be Bhawanipatna, Odisha. The arbitrator may hold meetings for convenience in such a place or places discretion.
  - (ii) The award of the Arbitrator shall be final, conclusive and binding on both parties to the Contract.
  - (iii) The Contractor shall, notwithstanding any disagreement, dispute, protest, request for arbitration, court or other proceedings, continue to perform the Services in accordance with the determinations, instructions and clarifications of GCE, Kalahandi. a) Subject to the above, the appropriate court in Bhawanipatna shall have the exclusive jurisdiction over any disputing arising out of or in connection with this Contract. Time is the essence of contract and hence any delay in Execution of contract will attract penal action by GCE, Kalahandi by deduction of such amounts as may be fixed by GCE, Kalahandi as compensation for the delay of work. This is without prejudice to general conditions of contract mentioned elsewhere regarding deduction for taking alternative action / cancellation of contract.
2. The quantities mentioned in the tender are only tentative and approximate with variation upto 10%. No compensation will be paid in case of deviations in the mentioned quantities.
3. Risk Purchase Clause:
  - i. In case of any neglect or refusal on the part of the Contractor to:
    - \* Commence the Contract, or
    - \* If in the opinion of GCE, Kalahandi, the Contract performed by the Contractor are not satisfactory, or
    - \* If the Contractor fails to carry out the Contract or as per instructions of the GCE, Kalahandi or officer authorized by it, GCE, Kalahandi shall have the right to have the Work done by any means, including by engaging a new contractor, at the Contractor's sole risk and expenses. The above shall be without prejudice to any other remedy that may be available to GCE, Kalahandi whether as per law, contract, equity or otherwise.
  - ii) In the event, the cost of the work so done (as certified by GCE, Kalahandi which is final and conclusive) is less than the Contract cost, the advantage shall accrue to the GCE, Kalahandi and if the cost exceeds the money due to Contractor under the Contract, the Contractor shall either pay the excess amount ordered by GCE, Kalahandi or the same shall be recovered from the Contractor by other means.
4. Payment Terms: Payment will be made on quarterly basis after completion of Preventive maintenance and any other breakdown calls on submission of invoices/bills (in Triplicate) duly certify by the user department along with service report. It will be made within 40-60 days from the date of submission of bills along with all the enclosures as required by the GCE, Kalahandi. Payment through electronic fund transfer (EFT) / RTGS) only after deducting Bank charges.  
 LD Clause: To claim compensation for losses sustained including GCE, Kalahandi's supervision charges and overheads for completion on termination of contract and to impose penalty for delay in completion of the work at the rate of ½% of the contract value per week of delay or part thereof subject to a ceiling of 10% of contract value.

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5. Security Deposit: The total amount of Security Deposit will be 5% of the contract value. EMD of the successful tenderer shall be converted and adjusted towards the required amount of Security Deposit.

05 A. Modes of deposit: After adjusted of EMD towards the required amount of Security Deposit, the balance amount to make up the required Security Deposit of 5% of the contract value may be accepted in the following forms Cash (as permissible under the extant Income Tax Act), Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favor of Principal, Government College of Engineering, Kalahandi. The Bank Guarantee format should be obtained office of GCE, Kalahandi. Fixed Deposit Receipt issued by Scheduled Banks/ Public Financial Institutions (FDR should be in the name of the Contractor, a/c GCE, Kalahandi) Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Contractor furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favor of GCE, Kalahandi).

(Note: GCE, Kalahandi will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith).

At least 50% of the required Security Deposit, including the EMD, should be collected before start of the work. Balance of the Security Deposit can be collected by deducting 10% of the gross amount progressively from each of the running bills of the Contractor till the total amount of the required Security Deposit is collected. If the value of work done at any time exceeds the contract value, the amount of Security Deposit shall be correspondingly enhanced and the additional Security Deposit shall be immediately deposited by the Contractor or recovered from payment/s due to the Contractor. The recoveries made from running bills (cash deduction towards balance SD amount) can be released against submission of equivalent Bank Guarantee in acceptable form, but only once, before completion of work, with the approval of the authority competent to award the work. Security deposit shall not carry any interest. Security deposit shall be refunded only after successful completion of the contract to GCE, Kalahandi's satisfaction.

05.B Refund of Security Deposit:- If the Contractor performs and completes the work in all respects to the entire satisfaction of GCE, Kalahandi and presents an absolute "No Demand Certificate" in the prescribed form and returns properties belonging to GCE, Kalahandi handed over, lent or hired by him for carrying out the said works, Security Deposit will be released to the Contractor after deducting all cost of expenses or other amounts that are to be paid to GCE, Kalahandi under this or other contracts entered into with the Contractor. It may be noted that in no case the Security Deposit shall be refunded/released prior to passing of final bill.

6. GST: Registration & GST Rate

1. Bidder should indicate GSTIN No. (Copy of GST registration to be enclosed) and PAN No. (copy of PAN to be enclosed).

2. Tender will be considered/ accepted, if & only if the vendor has a valid GST Registration No.

3. Central Tax/ State Tax/ Integrated Tax/ Union Territory tax to be quoted as extra in %.

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4. Bidders to ensure correct applicability of Central Tax/ State Tax/ Integrated Tax/ Union Territory tax based on the Inter / Intra state movement Supply of goods and provision services or both. Invoicing & Payment.
5. The Tax Invoice for supply of Goods & Services should be raised as per the provision of GST Act & Rules and must compulsorily mention the following: -
  - a. GCE, Kalahandi GSTIN: 21BBNG01133G1DH
  - b. HSN Code or Service Accounting Code for supply of goods or services.
  - c. Name & address of supplier
  - d. GSTIN of Supplier
  - e. Consecutive Serial Number & date of issue
  - f. Description of goods or services
  - g. Total value of supply
  - h. Taxable value of supply
  - i. Tax Rate – Central Tax & State Tax or Integrated Tax, Cess
  - j. Amount of Tax charged
  - k. Place of supply
  - l. Address of delivery if different from place of supply
  - m. Signature of authorized signatory
7. The Prices quoted above must be inclusive of all taxes and duties and exclusive of GST, which will be payable extra as per applicable rules and subject to Submission of documentary evidence.

#### **Safety Rules**

1. The Contractor must inspect the area of work to decide the safety precautions necessary for executing this contract.
2. Whenever people work at height more than six feet, platform shall be provided or the workers shall wear safety belt to avoid fall from the height.
3. Wherever any area declared as dangerous, the workers shall not be allowed to work till a written clearance is obtained from appropriate authorities.
4. No material of any kind shall be dropped or allowed to be dropped from any height.
5. Defective ladders shall not be used at all.
6. Inflammable materials shall not be stored near places where the sparks are likely to occur.
7. The necessary safety equipment is such as gloves, boots, helmets etc., must be issued to the workmen and strictly to be used while carrying out the work.
8. If the contractor workers found violating the safety precautions, punitive action will be taken by withholding a sum of Rs.500/- to Rs.1000/- from the contractor's bill for each violation.
9. The working area shall be kept clean and free from all obstructions.
10. All temporary electrical connections shall be properly earthed, insulated and periodically checked.
11. The contractor should arrange WORKMEN COMPENSATION/ INSURANCE POLICY covered for all his/her workmen. A copy of the policy has to be submitted before commencement of work.
12. All safety precautions are to be taken by the contractor at his cost. 13. These safety measures shall be deemed to form an integral part of the Work Order.

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## PRICE BID

### Schedule of Work

**Name of the work: CAMC for Academic Building of GCEK, Bhawanipatna Johnson make lifts (02 nos).**

**Contract period: One Year**  
**Tender notice : GCEK/ , DT: 30/05/2023**

S. No	Description	Unit	QTY (a)	Rate per lift for one year in Rs. (b)	Amount for Two Lifts for One year in Rs. C = (a) * (b)
01	Comprehensive AMC for Johnson Make Lifts- 2nos (8 Person, 544 Kg) at GCE, Kalahandi.	No.	02		
<b>Sub Total</b>					
<b>GST@_____</b>					
<b>Total Amount</b>					

Total amount for CAMC for Academic Building Johnson make Lifts (02 nos). for one year in words including GST is \_\_\_\_\_

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