


RAJASTHAN RAJYA VIDYUT PRASARAN NIGAM LIMITED

Corporate Identity Number(CIN):U40109RJ2000SGC016485

Regd. Office: Vidyut Bhawan, Jyoti Nagar, Jaipur-302005

OFFICE OF THE SUPERINTENDING ENGINEER(Proc-I)

MM Building of RVPNL, Old Power House Premises , Near Ram Mandir,
BANIPARK, JAIPUR-302006

Telephone No. 0141-2208916; Fax No. 0141-2208916

email: se_tipc@rvpn.co.in Website: www.rvpn.co.in

No. RVPN /SE /PROC-I /XEN(COMM) /AMC/LIFT/Schindler /D. 278 /Dt. 27/03/2018

Sub: - Annual All in Maintenance Contract of 02 nos. elevators with emergency exit Batteries installed at MM Building, Jaipur for the year 2018-19.

Annual Maintenance Contract of 02 Nos. Elevators with emergency exit batteries, installed at MM Building, Jaipur is hereby invited from Manufacturer for one year i.e.01.04.2018 to 31.03.2019 as under:

Name of works: Annual maintenance contract of operation and maintenance service for 02 nos. Schindler Make elevators installed in MM Building, Near Ram Mandir, Jaipur.

Estimated cost: Rs 2, 30,381 inclusive of GST

Period of Contract/AMC: 01.04.2018 to 31.03.2019.

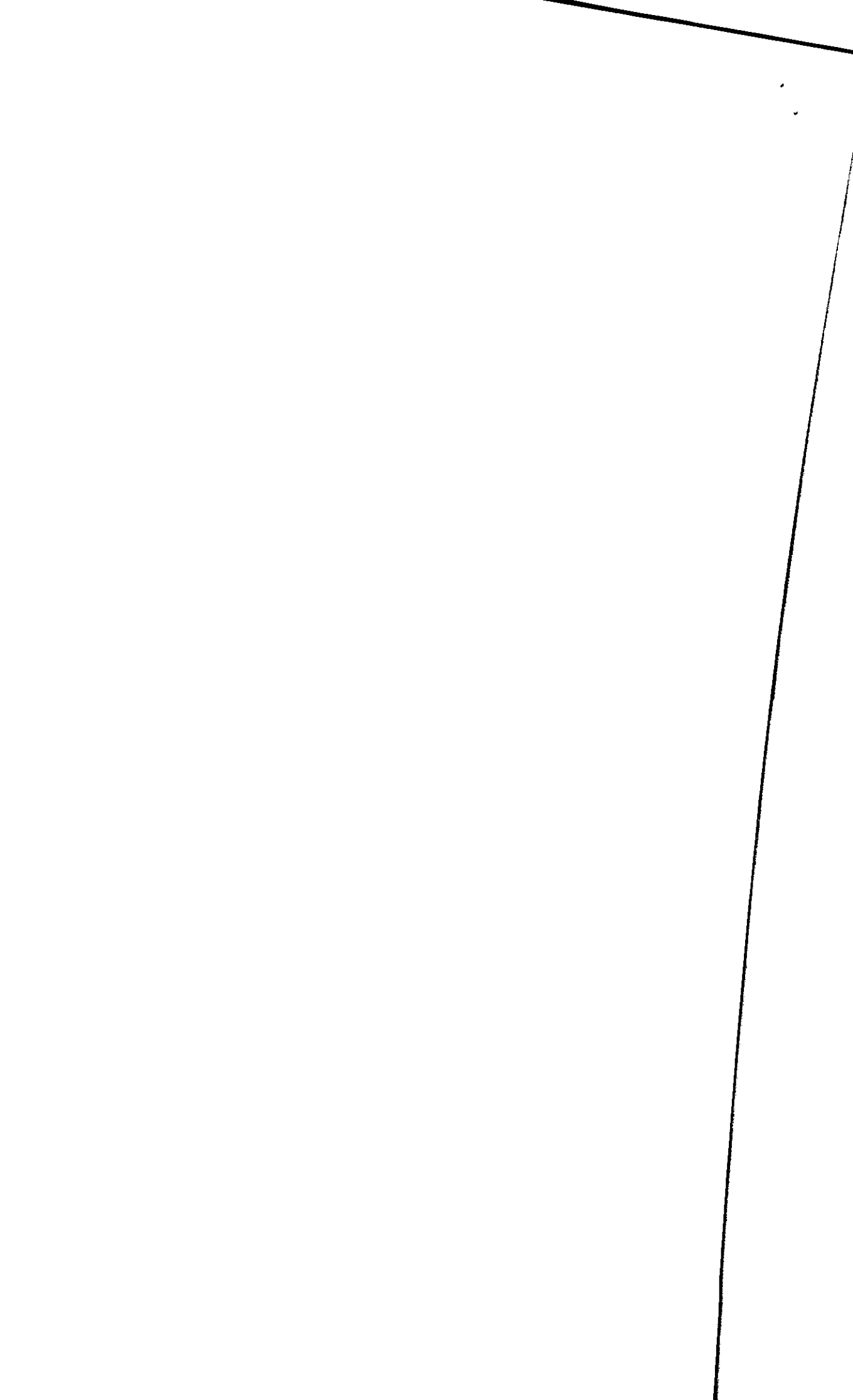
Other Terms and conditions are as below:

1. **Period of AMC:-**The above Annual all in Maintenance Contract for all services included in All in maintenance contract is applicable for a period from (date of issue or 01.04.2018 whichever is later) of this work order to 31.03.2019 and any extension of AMC for further period shall be on mutual agreement basis in writing.
2. **Contract Agreement:-** The contractor shall make contract agreement on non judicial stamp paper of Rajasthan as per stamp duty applicable in govt. of Rajasthan in prescribed performa within fifteen days from date of issue of order in favor of the Superintending Engineer (Proc-I), RVPN, Jaipur.
3. **Terms & conditions:-** The required manpower, required material and T & P to carry out above job shall be arranged by the firm at his own cost.
 - a. The firm shall be the principal employer. They will be completely responsible for all the labour disputes and labour welfare as per statutory provisions.
 - b. The firm shall establish the identity of his employees and ensure their character and Police verification.
 - c. The firm will be fully responsible any fatal & non fatal accident during contract period to any workman/ labour. Necessary insurance will be taken at your own cost.
 - d. Contractor shall rectify the fault within 4 hours after getting complaint. If not attended , the penalty @ Rs 500/-+ GST per day shall be imposed and recoverable from bills.
 - e. Repair & Maintenance of lift system with compressor unit & assembly, emergency exit batteries, chain & wheel pulley system and cost of all items and repair & maintenance accessories of all equipment's related to lift system , relays switches, lift chain pulleys etc included in this AMC. The contractor shall do preventive maintenance once in a month.

f. Notwithstanding anything contained herein, vendor shall not be liable for lost profit and for indirect or consequential damages such as lost revenues, loss of use, lost opportunities or for any consequential damages whatsoever. In any case the schindler's total liability shall not exceed an amount equal to 50% of the AMC fees of 1 year actually received by the Schindler's.


SPECIAL CONDITIONS FOR THE WORK OF OPERATION AND MAINTENANCE OF TWO NOS . LIFT SYSTEM AT MM BUILDING, OLD POWER HOUSE, NEAR RAM MANDIR, BANIPARK, JAIPUR.

1. The contract shall be for a period of one year (01/04/2018 to 31/03/2019) can be extended further on mutual agreement basis.
2. The rate quoted shall be firm are inclusive of all taxes except service tax and duties applicable.
3. The required manpower, consumable and T&P to carry out above job shall be arranged by the bidder at his own cost.
4. The break down calls on and when observed shall have to be attended on the same day, failing which it can be got attended at the cost and risk of the contractor and such amount shall be recoverable from his bills/dues.
5. Repair & Maintenance of lift system with compressor unit & assembly, emergency exit batteries, chain & wheel pulley system and cost of all items and repair & maintenance accessories of all equipment's related to lift system , relays switches, lift chain pulleys etc included in this AMC. The contractor shall do preventive maintenance once in a month.
6. The lift may also run if required in emergency on holidays, for which no additional payment shall be admissible.
7. The income tax, sales and other work contract tax etc. shall be deducted from the bills as per rules applicable.
8. In case of contractor's negligence or non-observance of safety and other precautions, any accident/injury occurred to any other person/public, the contractor shall have to pay the compensation and other expenses as decided by the statutory authority under labour laws or rules made there in as prevalent from time to time.
9. Due to contractor's carelessness/negligence in observing safety precautions, if damages to department proprieties and personal occur, the same shall be recovered from the pending bills or from his security deposits.
10. The RVPN may withhold the whole or part of any payment for the work carried out by the contractor on account of following reasons:-
 - a). Defective work not remedied.
 - b). Claims filed against the contractor.
 - c). Failure by the contractor to make due payment for material or labour employed by him.
 - d). Damages to department property.
11. The contractor shall be fully responsible for the conduct for the conduct of his employees. Any act of misbehavior theft on the part of the contractor's employees, shall be treated as breach of contract.
12. The Engineer-In charge shall be at liberty to object in and person employed by the contractor who committed misconduct, or negligent for such events the contractor shall have to removes the personal objected.
13. The contractor shall not leave the waste material at site. At the completion of work, waste material shall be removed and disposed off beyond SE (PROC-I) Building premises as directed by Engineer- Incharge.
14. After award of work, the contractor shall intimate the name and required particular of persons to the concerning Engineer-Incharge for arranging Gate Passes, as required for entry into the premises. The contractor has also to ensure police verification of the employees so engaged.



15. The contractor shall be responsible in case he/his/their workmen is/are/are committing theft. In such cases/incidents, and cost of material/article shall be deposited by the contractor and in addition to this a compensation of Rs. 1000/- shall have to be deposited with the Department failing which necessary amount shall be recovered from the pending bills.
16. The contractor shall not sublet the contract.
17. The jurisdiction of court for setting of dispute shall be at Jaipur.
18. The acceptance of the order shall be conveyed to the order placing authority within 7 days of the receipt of the order, failing which it will be presumed that terms incorporated in the order have been accepted by the contractor.
19. In order to secure fulfilment of contract, security deposit shall be deducted 10% from each running bill. The security deposit shall be refunded on the request of the contractor after 3 months of completion for entire contract to the satisfaction of the department.
20. If the contractor fails or neglect to observe or perform any of these obligations under the contract, it will be lawful for RVPN to forfeit either in whole or in part of at his absolute discretion, the security deposit furnished by the contractor. No interest shall be payable on such deposited.
21. The contractor shall ensure timely payment to his labour as per statutory provisions and shall fully comply with the rules laid under payment of wages Act and Labour laws which are applicable or shall be in force from time to time.
22. Necessary record of deployment of labour and payment of wages can be asked by the Engineer In charge and the contractor shall have to produce the same for inspection if so desired by him.
23. The contractor shall be responsible to make deduction towards Provident Fund from the wages of the labour as per provisions of Employee's provident fund and Miscellaneous provisions Act, 1952. The firm/contractor shall furnish a certificate on his bill that deduction towards P.F. have been made from the labour engaged by him.
24. It is the sole responsibility of the contractor to get his workmen to ensured accident and injury while at work, as required by prevailing rules for payment of compensation.
25. The contractor shall be fully responsible for providing safety equipment, first aid, emergency medical treatment to his employees.
26. The contractor shall make contract agreement on non judicial stamp paper of Rajasthan as per stamp duty applicable in govt of Rajasthan in prescribed performa within seven days from date of issue of order in favor of the Superintending Engineer (Proc-I), RVPN, Jaipur.
27. Contractor will be submit the bill in triplicate in the name of the Superintending Engineer (Proc-I) after completing the month. The payment will be made within 30 days from AO (P&C-I) , RVPNL, Jaipur through RTGS/NEFT.
28. Contractor shall rectify the fault within 4 hours after getting complaint. If not attended , the penalty @ Rs 500/- per day shall be imposed and recoverable from bills.
29. I accept the terms & condition no. 0 1 to 28 of the tender and do work accordingly.

Yours faithfully,



(R.P.Gupta)

Suprintending Engineer(Proc-I)

RVPN, Jaipur

