ENGINEERING PROJECTS (INDIA) LTD.
(A.Govt of India Enterprise)

TENDER NO. - EPI/WRO/CON/CDAC/730/0094

Tender for Supply, installation, inspection, testing & commissioning of Passengers & Goods Lifts for Construction of Partially completed Building at Centre for Development of Advance Computing at Pune Campus, Pune, Maharashtra (2nd call)

TENDER INVITED BY :

ENGINEERING PROJECTS (INDIA) LTD.
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ENGINEERING PROJECTS (INDIA) LIMITED  
(A Government of India Enterprise)  
Western Regional Office, Mumbai

Tender No: EPI/WRO/CON/CDAC/730/0094 Date: 22.12.2015

NOTICE INVITING TENDER

1. Tender for Supply, installation, inspection, testing and commissioning of Passengers and Goods Lifts for Construction of Partially completed Building at Centre for Development of Advance Computing at Pune Campus, Pune, Maharashtra in sealed cover for items as mentioned in Price Bid and Instruction to tenderer (ITT) enclosed and as per detailed technical specification.

2. Engineering Projects (India) Ltd., invites the sealed tenders as per the brief particulars of scope of work in this tender shall include (but not limited to) Supply, installation, inspection, testing & commissioning of Passengers & Goods Lifts as specified in Price Bid / Bill of Quantities (BOQ) and Technical specifications’ from the eligible and interested bidders who are well experienced in the similar type of works and the details as given below for Construction of Partially completed Building at Centre for Development of Advance Computing at Pune Campus, Pune, Maharashtra.

<table>
<thead>
<tr>
<th>Sr. No</th>
<th>Name of Work</th>
<th>Time of Completion</th>
<th>EMD Deposit (Rs.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Supply, installation, inspection, testing &amp; commissioning of One Passenger &amp; One Goods Lifts for Construction of Partially completed Building at Centre for Development of Advance Computing at Pune Campus, Pune, Maharashtra</td>
<td><strong>8 months</strong> from the date of issue of letter of Intent of Tender.</td>
<td>Rs. 97,000/-</td>
</tr>
</tbody>
</table>

The scope of work included in this tender shall include (but not limited to ) Design, Manufacture, supply, inspection before dispatch, delivery at site, installation, testing, commissioning & handing over of 1 nos of 15 passengers / 1020kgs capacity Passengers lifts & 1 nos of 750kg capacity Goods lifts and the equipment supplied and the installation shall be guaranteed for satisfactory performance and workmanship, for a period of 12 months from the date of handing over the entire installation to CDAC in good working condition and liability of supplier under this guarantee include factored items repair or replacement of all defective parts if any, which may prove faulty during this period including such parts as may be tendered inoperative by wear-and-tear but exclude such parts as may be rendered inoperative by vandalism. The contractor shall replace free of cost all equipment or parts supplied by him and found defective within this period. In case the contractor fails to replace or render services for
defective materials & parts, the client reserves the right to do so, at the contractor's risk and expenses without prejudice.

Periodical Service for the first 12 months will be carried out after the Lift has been handed over or offered for inspection. The date of commencement of free service will remain unchanged irrespective of any delay in building completion, availability of permanent power supply, inspection, taking over or commencing the use of lift.

The Comprehensive AMC charges applicable for 3 years after warranty period shall be indicated separately. The detailed scope of work is given in the tender document.

3. Time schedule of Tender activities:

   (i) Date & Time for downloading tender documents: From **22.12.2015** to **05.01.2016**
       upto 17:00 hrs

   (ii) Last Date & Time of submission of Tenders: On or before **06.01.2016** by 14:00 hrs

   (iii) Date & Time of opening tender (Techno-Commercial Bid): **06.01.2016** at 15:00 hrs

4. The following approved manufacturer meeting the criteria given below are eligible to participate in the tender. **Joint Venture parties are not allowed to participate in this tender.**

   1. MITSUBISHI
   2. SCHINDLER
   3. OTIS
   4. JOHNSON

   a) Should have arrangement to provide onsite service at CDAC, Innovation Park, Panchvati, Pune

   b) Should not have incurred any loss in more than two years during the immediate last five consecutive financial, ending 31.03.2015, copies of Balance Sheet/Certificate from Chartered Accountant to be submitted.

   c) Should have solvency 20 lacs issued by Bankers. The Solvency certificate should not have been issued earlier than one year of last date of submission of tender.

   d) Should have a valid PAN ( Permanent Account Number of Income Tax)

   e) It is desirable to have valid PF Registration No. & VAT Registration No. In case, the parties do not have PF Registration No. & VAT Registration No. then they will have to
give undertaking that they will obtain PF Registration No. & VAT Registration No. within one month of award of work or before release of payment against 1\textsuperscript{st} RA Bill.

f) Should have valid Service tax Registration number.

g) Even though an applicant may satisfy the eligibility criteria, EPI reserves the right for not issuing the tender document if the applicant’s has record of poor performance such as abandoning work, not properly completing the work, delay in completion of work, poor quality of work, financial failure / weakness etc.

5. EPI reserves the right to extend the date of submission of the tender or cancel the tender or annul this process without assigning any reason whatsoever.

6. Tender documents comprising of the following are available on the website of: www.epi.gov.in / www.eprocure.gov.in.

(i) Notice Inviting Tender

(ii) Instruction to Tenderers & General Conditions of Contract, Memorandum, Form of Tender, Letter of Undertaking

(iii) Technical Specifications, Additional conditions of contract, contact details of bidder, revised condition of GCC

(iv) Price Bid / Bill of Quantity

7. Tender complete comprising of the following documents are available on the website and the same can be downloaded by the tending bidders directly from EPI www.epi.gov.in/cppp portal www.eprocure.gov.in. 

Tender fee of Rs. 5000/- (Rupees five Thousandonly) (non-refundable) by crossed Demand Draft favoring Engineering Projects (India) Ltd., payable at Mumbai shall be submitted by the Bidder along with their bid in Envelope-I.

8. Tender shall be accompanied by the Earnest Money Deposit (EMD) of Rs.97,000/- This can be either in the form of Cross Demand Draft or Pay Order of any Nationalized Bank / Scheduled Bank or in Bank Guarantee form (as per Format No. EPI/MMD/F/26 enclosed) for the full amount of EMD payable favoring “Engineering Projects (India) Ltd., payable at Mumbai. Tenders submitted without EMD or with inadequate amount of EMD and Tender fee shall be rejected.

9. The Terms & Conditions contained in this NIT and tender documents shall be applicable.

10. EPI reserves the right to accept any tender or reject any or all tenders or annul this tendering process without assigning any reason and liability whatsoever and to re-invite the tender at its sole discretion.
11. The corrigendum or addendum, extension, cancellation of this NIT, if any, shall be hosted on the [www.epi.gov.in / www.eprocure.gov.in](http://www.epi.gov.in / www.eprocure.gov.in). The bidders are required to check EPI’s website regularly for this purpose, to take into account before submission of tender. **All Corrigendum and addendum are to be submitted duly signed & stamped.**

12. The price bid of those bidders whose bid has been technically accepted on the basis of documents submitted shall be opened with prior intimation to them. However, it is made clear that the offer of the L-1 (Lowest) bidders shall be accepted subject to the confirmation of authentically of the PQ documents and EMD BG.

13. The tenderer is required to submit all the documents duly signed and stamped on each page as token of acceptance. Following documents will be self attested.

14. List of documents as per clause No.4

15. The Tender documents shall be submitted to –

To,
Group General Manager (Contracts)
Engineering Projects (India) Ltd,
6A, 6TH Floor, Bakhtawar,
Nariman Point, Mumbai-400021
Tel No: 022 22049230
Fax : 022 22882177
e-mail: [wro-contracts@epi.gov.in](mailto:wro-contracts@epi.gov.in)
LETTER OF UNDERTAKING

(TO BE ENCLOSED IN ENVELOPE-1 ALONGWITH EMD)

ENGINEERING PROJECTS (INDIA) LIMITED
(Address of submission as mentioned in “Notice Inviting Tender”)

REF. : TENDER FOR (Name of Work as mentioned in “Notice Inviting Tender”)

NIT No. :

Sir,

UNDERTAKING FOR ACCEPTANCE OF TENDER CONDITIONS

1. The Tender Documents for the work as mentioned in “Memorandum” to “Form of Tender” have been issued to me / us by ENGINEERING PROJECTS (INDIA) LIMITED and I / We hereby unconditionally accept the tender conditions and Tender Documents in its entirety for the above work.

2. The contents of clause 1.2 and 1.3 of the Tender Documents (Instructions to Tenderers) have been noted wherein it is clarified that after unconditionally accepting the tender conditions in its entirety, it is not permissible to put any remark(s) / condition(s) (except unconditional rebate on price, if any) in the ‘Price-Bid’ enclosed in “Envelope-2” and the same has been followed in the present case. In case this provision of the Tender is found violated at any time after opening “Envelope-2”, I / We agree that my/our tender shall be summarily rejected and EPI shall, without prejudice to any other right or remedy be at liberty to forfeit the full said Earnest Money absolutely.

3. The required Earnest Money for this work is enclosed herewith.

Yours faithfully,

(Signature of the Tenderer)
FORM OF TENDER

To,

Engineering Projects (India) Limited
(Address of submission as mentioned in “Notice Inviting Tender”)

REF. : TENDER FOR (Name of Work as mentioned in “Notice Inviting Tender”)

NIT No. :

1. I/We hereby tender for execution of work as mentioned in “Memorandum” to this “Form of Tender” as per Tender Documents within the time schedule of completion of work as per separately signed and accepted rates in the Bill of Quantities quoted by me/us for the whole work in accordance with the Notice Inviting Tender, Conditions of Contract, Specifications of materials and workmanship, Bill of Quantities Drawings, Time Schedule for completion of jobs, and other documents and papers, all as detailed in Tender Documents.

2. It is agreed that the time stipulated for jobs and completion of works in all respects and in different stages mentioned in the “Time Schedule for completion of jobs” and signed and accepted by me/us is the essence of the contract. I/We agree that in case of failure on my/our part to strictly observe the time of completion mentioned for jobs and the final completion of works in all respects according to the schedule set out in the said “Time Schedule for completion of jobs” and stipulations contained in the contract, the recovery shall be made from me/us as specified therein. In exceptional circumstances extension of time which shall always be in writing may, however be granted by EPI at its entire discretion for some items, and I/We agree that such extension of time will not be counted for the final completion of work as stipulated in the said “Time schedule of completion of jobs”.

3. I/We agree to pay the Earnest Money, Security Deposit cum Performance Guarantee, Retention Money and accept the terms and conditions as laid down in the “Memorandum” to this “Form of Tender”. 

Seal of Tenderer  Dated :
4. Should this Tender be accepted, I/We agree to abide by and fulfill all terms and conditions referred to above and as contained in Tender Documents elsewhere and in default thereof, allow EPI to forfeit and pay EPI, or its successors or its authorized nominees such sums of money as are stipulated in the Tender Documents.

5. I/We hereby pay the earnest money amount as mentioned in the “Memorandum” to this “Form of Tender” in favour of Engineering Projects (India) Limited payable at place as mentioned in the “NIT/ITT”.

6. If I/we fail to commence the work within 10 days of the date of issue of Letter of Intent and/or I/We fail to sign the agreement as per Clause 84 of General Conditions of Contract and/or I/We fail to submit Security Deposit cum Performance Guarantee as per Clause 9.0 & 9.1 of General Conditions of Contract, I/We agree that EPI shall, without prejudice to any other right or remedy, be at liberty to cancel the Letter of Intent and to forfeit the said earnest money as specified above.

7. I/We are also enclosing herewith the Letter of Undertaking on the prescribed pro-forma as referred to in condition of NIT.

Date the ____________________ day of

SIGNATURE OF TENDERER

NAME (CAPITAL LETTERS)

______________________________

OCCUPATION

ADDRESS

______________________________

SEAL OF TENDERER
MEMORANDUM

Ref: Tender for Supply, installation, inspection, testing & commissioning of Passengers & Goods Lifts for Construction of Partially completed Building at Centre for Development of Advance Computing at Pune Campus, Pune, Maharashtra
NIT No.: EPI/WRO/CON/CDAC/730/0094

<table>
<thead>
<tr>
<th>Sl No.</th>
<th>Description</th>
<th>Cl. No.</th>
<th>Values/Description to be applicable for relevant clause(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>i.</td>
<td>Name of work</td>
<td></td>
<td>Tender for Supply, installation, inspection, testing &amp; commissioning of Passengers &amp; Goods Lifts for Construction of Partially completed Building at Centre for Development of Advance Computing at Pune Campus, Pune, Maharashtra.</td>
</tr>
<tr>
<td>ii.</td>
<td>Owner/Client</td>
<td></td>
<td>Centre for Development of Advance Computing (CDAC) at Pune Campus, Pune.</td>
</tr>
<tr>
<td>iii.</td>
<td>Type of Tender</td>
<td></td>
<td>Item Rate Contract</td>
</tr>
<tr>
<td>iv.</td>
<td>Earnest Money Deposit</td>
<td>NIT</td>
<td>Rs. 97,000/-</td>
</tr>
<tr>
<td>v.</td>
<td>Duration of contract</td>
<td>NIT</td>
<td>08 months from the date of issue of LOI/ Work Order</td>
</tr>
<tr>
<td>vi.</td>
<td>Mobilization Advance</td>
<td>8.0</td>
<td>10% of the contract value at the interest of 12% (Advance will be paid on receipt of corresponding advance from client)</td>
</tr>
<tr>
<td>vii.</td>
<td>Interest Rate on Mobilization Advance</td>
<td>8.0</td>
<td>12% P.A.</td>
</tr>
<tr>
<td>viii.</td>
<td>Number of installments for recovery of Mobilization</td>
<td>8.0</td>
<td>No of installments on pro-rata basis</td>
</tr>
<tr>
<td>ix.</td>
<td>Schedule of Rates applicable</td>
<td>69.0</td>
<td>N.A.</td>
</tr>
<tr>
<td></td>
<td>Validity of Tender</td>
<td>4.0</td>
<td>90 days from the date of opening of Price Bid.</td>
</tr>
<tr>
<td>---</td>
<td>--------------------</td>
<td>-----</td>
<td>------------------------------------------</td>
</tr>
<tr>
<td>xi.</td>
<td>Security Deposit</td>
<td>9.0</td>
<td>5% (Five percent only) of contract value within 10 days from the date of issue of LOI. In the form of BG which shall be returned after completion of supply</td>
</tr>
<tr>
<td>xii.</td>
<td>Retention Money</td>
<td>10.0</td>
<td>5% shall be released after completion of DLP of 12 months however same can be released against submission of B.G. on equivalent amount after commissioning of project.</td>
</tr>
<tr>
<td>xiii.</td>
<td>Time allowed for starting the work</td>
<td>43.0</td>
<td>The date of start of contract shall be reckoned 10 days from date of issue of LOI.</td>
</tr>
<tr>
<td>xiv.</td>
<td>Defect Liability Period</td>
<td>74.0</td>
<td>12 months from the date of taking over by client.</td>
</tr>
<tr>
<td>xv.</td>
<td>Arbitration</td>
<td>76.0</td>
<td>N.A.</td>
</tr>
<tr>
<td>xvi.</td>
<td>Jurisdiction</td>
<td>76.3</td>
<td>Courts at Mumbai.</td>
</tr>
</tbody>
</table>

**SIGNATURE OF BIDDER**
**NAME (CAPITAL LETTERS)**: __________________________________________
**OCCUPATION**: __________________________________________
**ADDRESS**: __________________________________________

____________________________________

**SEAL OF BIDDER**
List of Approved Makes

<table>
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<tr>
<th>ITEM</th>
<th>MAKE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lift</td>
<td>Mitsubishi/Schindler/Otis/Johnson</td>
</tr>
</tbody>
</table>
**INSTRUCTIONS TO TENDERERS**

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<th>Type of Bid</th>
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<td>1</td>
<td>Two Bid System</td>
<td></td>
</tr>
<tr>
<td></td>
<td>1st Part</td>
<td>Techno-commercial bid under a sealed cover – <em>(Envelope ‘1’)</em></td>
</tr>
<tr>
<td></td>
<td>2nd Part</td>
<td>Price Bid - under a sealed cover – (Envelope ‘II’)*</td>
</tr>
</tbody>
</table>

1st Part Techno-commercial Bid:

Bidders are required to submit the following tender documents duly sealed and signed in Envelope 1 (techno-commercial):

1. Tender Fee, EMD
2. Notice Inviting Tender, Instruction to Tenderers, ACC
3. Documents for qualification
4. Price Bid Format (blank)

2nd Part Price Bid (under a sealed cover)

In this part bidder should enclose only Price bid as per price bid format enclosed in tender document. The form of Price Bid duly filled in the item rate basis format bill of quantities for Tender for Supply, installation, inspection, testing & commissioning of Passenger & Goods Lifts for Construction of Partially completed Building at Centre for Development of Advance Computing at Pune Campus, Pune, Maharashtra both in words and figures superscribed “Price Bid.” for NIT no, Due on, from (name & address of the bidder with contact no.) No other documents should be kept in this envelope.

**ENVELOPE-III**

Both the Envelopes I & II shall be put in another envelope which will be superscribed with the NIT No. mentioned above and submitted to the official address mentioned below.

<table>
<thead>
<tr>
<th></th>
<th>Address for collection &amp; submission of tender</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Group General Manager (Contracts) Engineering Projects (India) Ltd., (A Govt. of India Enterprise) 6A, 6th Floor, BAKHTAWAR, Nariman Point, Mumbai – 400021 Tel No : 022 22049230 Fax : 022 22882177 e-mail : <a href="mailto:wro-contracts@epi.gov.in">wro-contracts@epi.gov.in</a></td>
<td></td>
</tr>
</tbody>
</table>
ADDITIONAL CONDITIONS OF CONTRACT (ACC)

1.0 The following Additional Conditions of Contract shall be read in conjunction with general Conditions Of Contract. If there are any provisions in these Additional Conditions of Contract, which are at variance with the provisions of General Conditions of Contract, the provisions in these Additional Conditions of Contract shall take precedence.

2.0 INTRODUCTION

Centre for Development of Advanced Computing (C-DAC) is a Scientific Society of The Department of Electronics and Information Technology, Ministry of Communication & Information Technology Govt. of India.

C-DAC had initiated the construction work on a land of approximately 60000 sq. ft. to Construct its R&D laboratory and office premises namely “C-DAC Innovation Park” situated at Survey No. 34, Panchavati, Off Pashan Road, Pune 411008 in a Multi Storied Building at Pashan, Pune of about 240000 sq. ft.

3.0 SCOPE OF WORK INCLUDED IN THE CONTRACT

The Scope of work included in this tender shall include (but not limited to) Supply, installation, inspection, testing & commissioning of Passengers & Goods Lifts and handing over to Construction of Partially completed Building at Centre for Development of Advance Computing at Pune Campus, Pune, Maharashtra. Of 1 no. 1020 kg (15 Persons) capacity Passenger lifts & 1 no. 750 kg Goods lift and Defects liability Period of 1 year after completion of all works & handing over to CDAC.

4.0 QUALIFICATION OF TENDERERS

To be eligible for this tender the bidders should fulfill the requirements for eligibility as mentioned in the NIT and should submit detailed data and credentials set out. The tenderers are required to fulfill all the eligibility criteria as stipulated in NIT and elsewhere in the tender documents. The price bid of tenderers who fulfill the eligibility criteria as per evaluation of EPI shall only be opened. The decision of EPI in this regard shall be final & binding on the tenderers.

5.0 DISQUALIFICATION

The tenders may note that they are libel to be disqualified and not considered for the opening of Price bid if;
a) Representation in the forms, statements and attachments submitted in the pre-qualification documents are proved to be incorrect, false and misleading.
b) They have record of poor performance during the last 10 years such as abandoning the work, rescinding of contract for which the reasons are attributable to the non-performance of the contractor. Inordinate delay in completion, consistent history of litigation / arbitration awarded against the contractor or any of its constituents or financial failures due to bankruptcy etc. in their on going / past projects.
c) They have submitted incompletely filled in formats without attaching certified supporting documents and credentials to establish their eligibility to participate in the tender.
d) If the tenderers attempts to influence any member of the selection committee.

EPI reserves is right to take appropriate action including disqualification of tenderers(s) as may be deemed fit and proper by EPI at any time without giving any notice to the contractor in this regard. The decision of EPI in the matter of disqualification shall be final and binding on the Tenderers.

6.0 EPI reserves its right to independently verify the performance of the bidder from the Existing owners/ users / owners consultants. In case any installation of the manufacture is found to be performing unsatisfactorily, EPI reserves the right to reject the tender and price bid of such bidder shall not be opened, even if the bidder is meeting the technical and other qualifying requirements.

In such circumstances the bidder shall have no claim on EPI of whatsoever nature.

**BIDDER’S SPECIFIC ATTENTION IS DRAWN TO ABOVE CLAUSE**

7.0 The steel used on the works shall be by prime manufacturers i.e. SAIL, TISCO, RINL. The other provisions of clause 45.2 of GCC remains unchanged.

8.0 **Payment Terms**
Subject to deduction which EPI might be entitled to make under the contract, the contractor shall receive payment of contract values as follows:

**Stage-1**

10% of the contract value shall be paid, against submission of non-revocable and unconditional Bank Guarantee of an equivalent amount from Nationalized bank / Scheduled bank (as per Performa for Performance Bank Guarantee, Format No. EPI/MMD/F- 16Given in vol. 1 General conditions of the contract) which shall be released after completion of successful installation & commissioning of Lifts i.e. Stage – III of payment terms; and on fulfillment of the following conditions:

a) Signing of the agreement.
b) Submission of security deposit cum performance Guarantee as per Clause no. 9 of GCC

c) Submission of basic drawings.

**Stage- II**
80% of the contract value prorata (item wise) shall be paid on initial inspection of complete material and equipment by EPI and after receipt of material at site.

**Stage- III**
10% of contract value prorate (item wise) shall be paid on completion of successful installation, trail run and commissioning of the lifts.

**9.0 VARIATION IN TAXES, DUTIES, LEVIES AND IMPOSITION OF NEW TAXES ETC.**

i) The bid price shall be inclusive of work contract tax / VAT or any other tax levied on the transfer of property and goods involved in the “Works Contracts” in accordance with the relevant Act in the State Act and rules made there under including amendments, if any. The liability on account of such tax as per the rates of tax prevailing as on seven days prior to last date of bid submission shall be included in the price bid. In case at any variation in the rates of tax after this date the same shall be paid / recovered from the contractor subject to the submission of documentary evidence and poor of having made the payment at the revised rate.

ii) The Bid Price shall also be inclusive of Service Tax applicable on Construction Services as per the rates prevailing as on seven (7) days prior to the last date of submission of tender (including abatement as applicable). In case of any variation in the rate of Service Tax, after this date, an equitable adjustment of the Contract Price shall be made to fully take into account any such change by addition / deduction to the Contract price.

iii) If a new tax, duty or levy is imposed under statute or law in India after the date Seven(7) days prior to the last date of submission of tender and the contractor becomes liable there under to pay and actually pays the said new tax, duty or levy for bonafide use on the works contracted, the same shall be reimbursed to the contractor against documentary evidence of proof of payment, provided that the amount thus claimed is not paid / payable under price variation provision of the Contract.

iv) The payment / reimbursement of statutory variations in the rates of the tax and / or new tax, duty or levy imposed under statute or law in India as per para (i) (ii) & (iii) above, would be restricted only to direct transaction between the EPI and the Contractor.
10.0 For Dispatch of materials to site, the lifts Manufacture / Contractor shall mark consignee as self A/c EPI.

11.0 **ROAD PERMIT:**

Road permit for transportation of goods across state border shall not be issued by CDAC/EPI and will have to be arranged by contractor on his own. Transit Insurance of the equipment shall be arranged by the contractor. Nothing extra shall be paid on this account.

12.0 Invoice should be raised by contractor in the name of EPI, Pune

13.0 The Clause No. 72.1 of GCC shall be replaced as under:

The Contractor shall ensure adequate progress during progress strictly in accordance with bar chart and / PERT chart so that the activities are completed in the period allowed in the completion schedule as given at clause no. 15.0 of Additional Conditions of Contract (ACC).

However, the Contractor shall also maintain monthly progress strictly in accordance with bar chart and / or detailed time schedule that will be worked out on the basis of completion schedule for various stages mentioned at clause no. 15.0 of ACC. If the Contractor fails to maintain the above progress or to complete the work and clear the site on or before the contract or extended date of completion, he shall without prejudice to any other right or remedy of the EPI on account of such breach, pay as agreed compensation and not as penalty at the rate of half (½ %) of incomplete portion of the Contract value per elevator per every week of delay, subject to maximum of 10% (Ten Percent) of unfinished portion of the contract value; per elevator

14.0 Clause No. 72.4.1 of GCC stands modified as under:

Within 10(Ten) days of date of letter of Intent, the contractor shall submit a Time and Progress chart (CPM/PERT/Quantified Bar Chart) and get it approved by the Engineer-in-charge. The Chart shall be prepared in direct relation to the time stated in the contract documents for completion of items / scope of the works. It shall indicate the forecast (milestones) of the dates of commencement and completion of various items trades, sections of the work and may be amended as necessary by agreement between the Engineer-in-charge and the Contractor within the limitations of time imposed in the contract documents, to ensure good progress during the execution of the work. The approval by the Engineer-in-charge in such programme including modifications made by the Engineer-in-charge in the said programme shall not relieve the contractor of any of his duties or responsibilities under the contract. This is without prejudice to the right of Engineer-in-charge to take action against the contractor as per terms and conditions of the agreement. The physical report including photographs shall be submitted by the contractor on the prescribed format & the intervals (not later than a month) as decided
by the Engineer-in-charge. The compensation for delay as per clause 72.1 (revised as per ACC) shall be leviable in case the required progress is not achieved to meet the time deadlines of the completion period for supply and installation of 1 no. passenger Lifts and 1 no of Goods Lifts as per the scope of work.

15.0 **COMPLETION SCHEDULE**

<table>
<thead>
<tr>
<th>S. NO.</th>
<th>Period from the date of Start</th>
<th>Description of work to be completed during the period specified under column no. 2 (Milestone)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>From the date of start up to the end of 1st month</td>
<td>Submission of Design &amp; Detailed / shop drawing and approval by EPI.</td>
</tr>
<tr>
<td>2</td>
<td>From the date of start of 2nd month up to the end of 5th month</td>
<td>Inspection of complete material &amp; equipment by EPI &amp; delivery at site.</td>
</tr>
<tr>
<td>3</td>
<td>From the date of start of 6th month up to the end of 8th month</td>
<td>Installation testing &amp; commissioning of Lifts.</td>
</tr>
</tbody>
</table>

16.0 The contractor shall comply with legal orders & directions and by laws of required statutory local bodies. The contractor shall give to the Municipality, Police local Bodies and concerned Governmental authorities all necessary notices relating to works that may be required under the law and obtain all requisite, permissions for temporary obstructions, enclosures, collection and stocking of materials, etc. The contractor shall pay at his own cost all fees, taxes and charges that may be leviable on account of these operations in executing the contract. Nothing extra shall be paid by EPI on this account.

The contractor shall be bound to follow the instructions and restrictions imposed by the administration / Police authorities on the working and / or movement of labour materials etc. nothing extra shall be payable due to less / restricted working hours at site or any detours in movement of vehicles.

17.0 **GUARANTEE**

The lifts contractor shall guarantee that the materials and workmanship of the apparatus installed by him, under these specification shall be new and first class in every respect. He will make good any defect within 24 hours, which may develop within 12 months from the date of handing over the installation after testing, commissioning & successful of running in period, without extra cost to EPI / CLIENT.

18.0 **PERMITS AND INSPECTIONS**
The lifts contractor shall obtain all necessary permits from local bodies, provincial or central authorities and shall make arrangement for tests etc. as required at his own cost.

19.0 LICENCES

The contractor shall arrange for obtaining the license for the operation and approval of drawing for Lift and Plants etc. as required from the local authorities at his own cost & nothing extra shall be payable.

Necessary fees in connection with the approval of installation of lifts shall paid by client.

20.0 The construction of proposed Building being in Urban Area, the contractor shall have to make his own arrangement for getting the permission for plying trucks or any Plant & Equipment for execution of works from the Police Department at his own cost. No excuse as to delay in work due to non-availability of permission shall be entertained.

21.0 The work shall be carried out in accordance with the drawings approved by the EPI/CDAC. Before the commencement of any item of work, the contractor shall correlate all the relevant architectural and structural drawings issued for the work and satisfy himself that the information available there from is complete and unambiguous. The discrepancy, if any, shall be brought to the notice of Engineer-In-Charge before the execution of work. The contractor alone shall be responsible for any loss or damage occurring by the commencement of work on the basis of any erroneous and / or incomplete information. Nothing extra shall be paid on this account.

22.0 The contractor shall give performance tests of the entire installation(s) as per specification and drawings before the work is finally accepted and nothing extra whatsoever shall be payable to the contractor for these performance tests.

23.0 The contractor shall be bound to sign the site order book as and when required by Engineer-in-Charge at site and carry out compliance of instruction promptly to the satisfaction of Engineer-In-charge.

24.0 Bill of Quantities shall be read in conjunction with NIT, Instructions to Tenderers. General conditions of contract, Additional conditions of contract. Technical specifications, Drawing, Schedules, and Annexure & Addendum etc. to tender document.

General directions and description of work and material are not necessarily repeated or summarized in the Bill of quantities. References to the relevant sections of the contract document shall be made by the contractor before entering rates or prices against each item in the Bill of Quantities.
25.0 If the Headquarters of successful Contractor are elsewhere other than in Pune, he shall have a duly Authorised in Pune from the commencement of the work until the building is occupied by the CDAC. Such agent shall be authorized to act on behalf of the successful Contractor to accept service of notice of contract and to agree to extras, omission and varied item of works and rates for the same. Such Agent shall maintain on his staff a qualified Engineer approved by the Engineer-In-Charge and such office personal as may be required for the efficient execution of works. Any notice under the contract shall be deemed to have been served on the successful contractor if served upon such agent or sent by registered letter to his address. Such agent shall not be changed and shall not leave during the duration of the contract, unless the consent of the Engineer-In-Charge shall have been previously obtained. If the Engineer-In-Charge Orders to successful contractor to carry out any rectification under the terms of the contract after the building is completed, the successful Contractor shall carry out the same without any extra cost.

26.0 After completion of installation, testing and commissioning of all the lifts as per tender specifications, the Contractor shall, however, provide proper training to the Owner's (CLIENT) employees/ representatives for maintenance and operation of lifts free of cost. The contractor shall issue a certificate that the lift operator training is complete and contractor is fully satisfied with the operator’s performance. At his own cost & nothing extra shall be paid.

27.0 The contractor has to arrange for inspection of lifts and shall obtain completion certificate from the local bodies at his own cost & nothing extra shall be paid.

28.0 CARE OF BUILDING:

Care shall be taken in handling / stocking of material to avoid damage to the building. Any damages made to be buildings during installation of lifts shall be made good by the contractor on completion of the lift installation contractor shall remove all debris and leave the machine room and other areas used by him in a clean state.

29.0 TEST CERTIFICATE

All manufacture’s certificates of test showing that the materials have been tested in accordance with the requirements of the relevant standard specification and the copy of the test certificate as well as standard shall be supplied free of cost to CLIENT / EPI.
INSEPTION, TESTING AND ACCEPTANCE:

30.0 INITIAL INSPECTION AT MANUFACTURER’S WORK:

The contractor shall be furnish such facilities as will be necessary for inspection of the material before dispatch at his or his associate’s works and also for witnessing such tests as per CPWD general specifications of electrical works (Part-III, Lifts & Escalators) latest revision, relevant BIS and technical specifications, as are done at the works if so required by CLIENT/ EPI. The contractor shall give minimum two weeks notice regarding the dates proposed for inspections. The tenderer shall submit list of test on components of lifts, which shall be carried out at manufacturer’s premises.

31.0 INSPECTION DURING INSTALLATION AND FINAL INSPECTION:

The contractor shall arrange for checking and testing the installation as per CPWD general specifications of electrical works (Part-III, Lifts & Escalators) latest revision. Relevant BIS and technical specifications. Installation shall not be accepted until CDAC/EPI is satisfied about its compliance with requirement of the specification in all respects. All instruments and materials required for testing shall be the responsibility of the contractor. The final inspection of the installation of the testing of Lifts may be carried out by the statutory authority. Necessary fee if any for inspection shall be borne by the contractor. The taking over of lifts after trial inspection shall be borne by the contractor. The taking over of lifts after trial run shall be subject to removal of defects if any, pointed out during the inspection.

32.0 RUNNING-IN-PERIOD:

After satisfactory final inspection as stated the contractor shall demonstrate the trouble free running of the installation for a period of not less than 30 days before CDAC takes over. During this period the lift shall be kept either automatic or manual mode by CDAC. After the installation has operated without any major break-down for 30 days period, the lift shall be deemed to have run trouble-free, if the number of break downs during this period are not more than four calls excluding false calls and leveling defects. The contractor should include one year of free running maintenance after completion of 30 days of trouble free running including replacement of defective parts etc. at his own cost.

33.0 DATE OF ACCEPTANCE:

Subject to the guarantee Clause date of taking over the installation after 30 days of trouble free operation shall be the date of acceptance. Any undue wear and tear of components during the “Running In Period” shall be made good by the contractor free of charge.
34.0 **AFTER SALES SERVICES:**

Contractor shall ensure adequate and prompt after sales services in the form of maintenance personnel and spares as and when required. Particular attention shall be taken to ensure that spares are easily available during the normal course of life after installation.

35.0 **SITE ENGINEER OF CONTRACTOR:**

a) Minimum qualifications and experience required for principle Technical rep. and other minimum technical staff other than supervisor.

<table>
<thead>
<tr>
<th>Qualification</th>
<th>Minimum Experience</th>
</tr>
</thead>
<tbody>
<tr>
<td>One Graduate Mechanical/ Electrical Engineer - Principal Technical Representative</td>
<td>At least 10 year experience in installation, Testing and Commissioning of Lifts.</td>
</tr>
<tr>
<td>1 (One) No. Diploma holder in Mechanical/Electrical Engineering</td>
<td>Minimum 3 years Experience in installation, testing and commissioning of lift.</td>
</tr>
</tbody>
</table>

36.0 Welding wherever required in the work like in grill, railing etc shall be done in full length of the contact area and grinding shall be done properly to get an even surface/ SFRC covers for manholes etc, if provided, shall have CDAC and year of manufacturer as engraved.

37.0 The electrical works shall be executed only through licensed electrician and the agency shall have to submit the valid license of electricians before starting the work.

38.0 It will be the sole responsibility of contractor to obtain all statutory approvals and completion clearance from the all relevant statutory bodies electrical works and for all other services as included in the scope of contract etc. from the concerned department as required within the stipulated time frame. Liaison work on behalf of EPI with the local bodies will also have to be done by the contractor. Nothing extra shall be payable to contractor on this account. No claim whatsoever in this regard shall be entertained.

39.0 The tenderers shall make necessary safety arrangement at site including as mentioned in GCC and indemnify EPI against any consequence of accident at site.

40.0 deduction (non-Refundable) at the rate of 1% or at the rates as applicable from time to time in the Pune from gross amount of each Running Bill and from final dues of contractor shall be made towards provision for workers “Labour Welfare Cess Act, 1996”
41.0  **Clause 10.0 of GCC – Retention Money stands modified as under:**

Retention money shall be deducted from each running bill of the Contract as per Clause No. 10.0 of GCC. Alternatively, within 10 (Ten) days from the date of issue of letter of intent (LOI), the Contractor shall submit to EPI an additional Bank Guarantee equivalent to 5% of the Contract.

42.0  **Clause No. 16.0 of GCC - Escalation / Price variation: stands modified as under:**

All rates as per bill of Quantities (BOQ) / Price Bid quoted by Contractor shall be firm and fixed for entire Contract period. The lift well is ready for installation.
BIDDER’S INFORMATION

(All the bidders must submit the document with filled in data with their offer in Technical bid)

<table>
<thead>
<tr>
<th>Company Name*</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Registration Number*</td>
<td></td>
</tr>
<tr>
<td>Registered Address*</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Name of Partners/Directors</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Bidder type*</td>
<td>Indian/Foreign</td>
</tr>
<tr>
<td>City*</td>
<td></td>
</tr>
<tr>
<td>State*</td>
<td></td>
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<tr>
<td>Country*</td>
<td></td>
</tr>
<tr>
<td>Postal code*</td>
<td></td>
</tr>
<tr>
<td>PAN/TAN Number*</td>
<td>(PAN/TAN number must have 10 characters. e.g. AESTG2458A) For bidders who do not have PAN/TAN number may enter TEMPZ9999 as the PAN/TAN number.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Company’s Establishment Year</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Company’s Nature of business*</td>
<td></td>
</tr>
<tr>
<td>Company’s Legal status*</td>
<td>Limited company/ Undertaking/Joint venture/Partnership/others</td>
</tr>
<tr>
<td>Company Category*</td>
<td>Micro unit as per MSME/ Small unit as per MSME/ Medium unit as per MSME/ Ancillary unit/Project of affected person of this company/SSI/others</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Contact Details</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Enter Company’s Contact Person Details</td>
<td></td>
</tr>
<tr>
<td>Title *</td>
<td>Mr/Mrs/Dr/Shree/Ms</td>
</tr>
<tr>
<td>Contact Name*</td>
<td></td>
</tr>
<tr>
<td>Date of Birth*</td>
<td>(DD/MM/YYYY)</td>
</tr>
</tbody>
</table>
BIDDER’S INFORMATION

(All the bidders must submit the document with filled in data with their offer in Technical bid)

<table>
<thead>
<tr>
<th>Correspondence Email*</th>
<th>(Correspondence Email ID can be same as your Login ID. All The mail correspondence will be sent only to the Correspondence Email ID.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Designation</td>
<td></td>
</tr>
<tr>
<td>Phone *</td>
<td>(Phone details eg: +91 044 22272449)</td>
</tr>
<tr>
<td>Mobile*</td>
<td></td>
</tr>
</tbody>
</table>

*Mandatory information (must be filled by the bidders)
Addendum to GCC

1) **Clause No. 76.1 (GCC)**

Deleted - There shall be no Arbitration Clause for this Contract except between Central Public Sector Undertakings inter se/Government of India Departments Ministries as mentioned in the Clause No. 76.2 below:

2) **Clause No. 76/2 (G.C.C.)**

   **ARBTRATION BETWEEN CENTRAL PUBLIC SECTOR ENTERPRISES INTER SE/ GOVERNMENT OF INDIA DEPARTMENTS/MINISTRIES**

   i) In the event of any dispute or difference relating to the Interpretation and application of the provisions of the contract, such dispute or difference shall be referred by either party to the arbitration as per the instructions (Office Memorandums/Circulars) issued by Govt. of India from time to time with regard to arbitration between one Government Department and another, one Government Department and a Public Sector Enterprise and Public Sector Enterprises inter se.

   ii) Subject to any amendment that may be carried out by the Government of India from time to time, the procedure to be followed in the arbitration shall be as is contained in D.O. No. DPE/4/(10)/2001-PMA-GL-I dated 22.01.2004 of Department of Public Enterprises, Ministry of Heavy Industries and Public Enterprises, Government of India or any modification issued in this regard.

3) **Clause No. 76.3(BG.C.C.) JURISDICTION**

   The courts in Mumbai alone will have jurisdiction to deal with matters arising from the Contract, to the exclusive of all other courts.
Amendments to GCC

The following conditions of GCC are revised as under.

Deletion/ change of clause from GCC:-

The clauses of GCC will be enforced as applicable as per the discussion of Engineer-In Charge. However following clauses are modified as per applicability

<table>
<thead>
<tr>
<th>S.NO.</th>
<th>CLAUSE NO</th>
<th>DESCRIPTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Clause 6.0</td>
<td>As per NIT</td>
</tr>
<tr>
<td>2</td>
<td>Clause 17.0</td>
<td>CAR Policy will be taken by EPIL</td>
</tr>
<tr>
<td>3</td>
<td>Clause 23.2</td>
<td>As per NIT</td>
</tr>
<tr>
<td>4</td>
<td>Clause 27.3</td>
<td>As per ACC</td>
</tr>
<tr>
<td>5</td>
<td>Clause 28.3</td>
<td>As per ANNEXURE-I (ACC)</td>
</tr>
<tr>
<td>6</td>
<td>Clause 35.0</td>
<td>Deleted</td>
</tr>
<tr>
<td>7</td>
<td>Clause 37.4</td>
<td>All payments will be made through RTGS/NEFT to the contractors account.</td>
</tr>
<tr>
<td>8</td>
<td>Clause 43.0</td>
<td>BAR Chart/ Schedule will be submitted using MS Project Software. Detailed program and it’s monitoring will be done using MS Project.</td>
</tr>
<tr>
<td>9</td>
<td>Clause 53.2</td>
<td>Any documents/ Information required to satisfy, comply with the observations of these agencies shall be responsibility of contractor.</td>
</tr>
<tr>
<td>10</td>
<td>Clause 72.4.1</td>
<td>Within 10 (Ten) days of Letter of Intent, the Contractor shall submit a Time and Progress Chart (CPM/ PERT/ Quantified Bar Chart) in MS Project and get it ..........................</td>
</tr>
<tr>
<td>11</td>
<td>Clause 74.0</td>
<td>DLP is 12 months.</td>
</tr>
<tr>
<td>12</td>
<td>Instructions To Tenderers</td>
<td>ITT of NIT Prevail.</td>
</tr>
</tbody>
</table>