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The State Trading Corporation Of India Ltd.

(A Public Sector Undertaking, G.O.I.)

NOTICE INVITING TENDER

Tender ref:- STC/JVB/BPMD/CM-E/D364/18.3.16

1. Bids are invited from competent firms as per Pre Qualifying Criteria of bid document, in two part bidding process ONLINE (e-tendering process), for the work of Replacement of existing 1386 kg. Capacity, 2.5 m/sec, 05 No. DC drive based lifts by AC VVVF (Variable Voltage variable frequency) based drive lifts, after Dismantling of existing lifts at Jawahar Vyapar Bhawan, 1- Tolstoy Marg, New Delhi The bids have to be submitted on line.

2. Bid issue site : www.eprocure.gov.in

3. Estimated cost : Rs 312 Lakhs

4. Tender document fee : Rs. 5000.00 (including VAT)

5. Last Date of issue of tender from STC 13/4/16.up to 11 00 AM

6. Last Date and time of submission the of scanned tender documents with all necessary documents in the e tender portal: 13/4/16 up to 11:00 P.M.

7. Date and time of opening

of tender(Technical Bid-I) : 13/4/16 at 11:30 AM

8. Venue of opening : eprocure.gov.in.

9. Date and time of opening

of Price Bid of tender(Part-II): Shall be intimated later to the successful bidders in technical bid.

- 10. Amount of earnest money to be deposited (EMD) (By DD/ Banker's Cheque) :Rs. 6.25 lakhs
- 11. Any Deviation from Pre-Qualifying Requirement (PQR) or other tender conditions shall result into technical disqualification.
- 12. All the tender documents should be signed by the bidder as a token of acceptance and shall be submitted in PDF format on line.
- 15. If the dates mentioned above happens a Holiday in STC, the next working day shall be considered as mentioned date.

The State Trading Corporation Of India Ltd. (A Public Sector Undertaking, G.O.I.) Instruction for filling the e tender

- 1 Bids are invited via open tender enquiry process for of Replacement of existing 1386 kg. Capacity, 2.5 m/sec, 05 No. DC drive based lifts by AC VVVF (Variable Voltage variable frequency) based drive lifts, after Dismantling of existing lifts at Jawahar Vyapar Bhawan, 1- Tolstoy Marg, New Delhi
- 2. Bids have to be submitted on line only via http://eprocure.gov.in/eprocure (the e-procurement portal of NIC (eprocure.gov.in/eprocure). No bids shall be accepted in hard copy or any other form.
- 3. For submission of e bids, bidders are required to get them registered with NIC's central Public Procurement (CPP) portal (http://eprocure.gov.in/eprocure) using class-II/Class –III digital signature certificate. All the details mentioned during registration / enrolment process should be correct / true. Bidders have to abide by all the terms and conditions mentioned during registration process.
- 4. Any Financial instrument such as tender fee, earnest money deposit (EMD) and which are required to be submitted in the desired form must reach STC before closure of the tender. The details of financial instrument entered during the e bid submission should tally with those submitted physically. Otherwise, the bid may be rejected.
- 5. The bidders are required to upload soft copies of all relevant documents.
- 6. Bidders are advised in their own interest to submit the on line bids well before the bid document submission end date and time (as per server system clock of CPP). STC will not be responsible for any delay or the difficulties encountered during submission of bids at the eleventh hour due any technical or other problems.
- 7. For any queries relating to the process of online bid submission or queries relating to Procurement Portal (eprocure.gov.in), the bidders may contact CPP Portal Helpdesk on Tel No's.: 1800-3070-2232, 91-7878007972, 91-7878007973, 91-7574889871 and 91-7574889874.
- 8. Last date and time for receiving the bid with EMD, is 13/4/16 at 11:AM PM
- 9. Last date and time opening of Technical Bid is 13/4/16 at 11:30 AM
- 10. Pre bid meet date & Venue 28/3/16 at 11 AM in JVB
- 11. Bidders may regularly visit STC website for any information / clarification / addendum / corrigendum etc. related to this tender, processing of bids received, award of job,

- pre bid meet decisions etc. STC shall not be liable to send any individual information or publish a public notice for any further information regarding this tender in newspapers.
- 12. Portal for Online Submission www.eprocure.gov.in
- 13. Bid Copies along with supporting documents to be submitted : Online
- 14. Submission of EMD and non-refundable bidding fees: Tender box kept on reception of The State Trading Corporation of India Limited, Reception, Jawahar Vyapar Bhawan, Tolstoy Marg, New Delhi- 110001, Before tender closing date put in an envelope subscribing name of the contractor and tender details
- 15. Following documents are required to be uploaded online of the bid: Scanned copy of all the documents as required for bid submission Scanned copy of demand draft/ banker's cheque toward bidding fee Scanned copy of demand draft/ banker's cheque towards EMD
- 16. A bidder may modify, substitute or withdraw its e-bid after submission before the last date and time of bid submission. No bids shall be modified, substituted or withdrawn by the bidder on or after the last date and time of bid submission. For modification of e-bids, bidder has to detach its old proposal from e-tendering portal and upload/resubmit digitally signed modified bid.
- 17. STC may ask the bidders to submit any or all the documents in original submitted as part of their online bid anytime during the bid process
- 18. If there is a discrepancy between words and figures, the amount in words shall prevail. However, where the amount expressed in words does not represent arithmetically correct total, the amount in figures shall prevail.
- 19. It shall be the bidder's responsibility to ensure that adequate documentary proof is provided in the bid for each of the technical evaluation
- 20. The bid document available on e-procurement portal shall be taken as final

DEFINITIONS

- 1. "Application" shall mean the request submitted by interested parties for obtaining the bid document.
- 2. 'Bid/Tender" shall mean documents issued by STC to the prospective bidder.
- 3. "Bid Security/Earnest Money/EMD" shall mean the amount to be deposited by the Bidder with the Bid.
- 4. "Bid Validity" shall mean the period for which the Bids shall remain valid.
- 5. "Bidder" shall mean the party participating in the Bidding process pursuant to and in accordance with the terms of this document.
- "Contract Agreement" shall mean the agreement to be signed between the Successful bidder and the nominee of the competent authority on behalf of STC.
- 7. "Contract Price" shall mean the financial bid of the Successful Bidder as accepted by the STC.
- 8. "Date of commencement of work" shall mean the date of start as communicated by Letter of intent or work order.
- 9. "Defects Liability Period/Maintenance Period" means the period after completion of the contract during which the STC or his authorized representative/Engineer-incharge will notify to the Contractor any defect noticed in the work and the contractor is liable for, replacing or repair the same as provided under the Terms of the Contract/ Document. Proof of dispatch of letter notifying the defect/intimating the representative of Contractor at site on the last date of Defect Liability period will make the contractor liable for rectifying all such defects.
- 10. "Engineer in Charge (EIC)" means the authorized representative nominated by STC.
- 11. "Tender Evaluation Committee" shall mean the committee constituted by STC for the evaluation of the bids.
- 12. "Letter of Award/Notification of Award" shall mean the letter issued by the STC to the successful bidder inviting him to sign the contract agreement.
- 13. 'STC' shall mean The State Trading Corporation of India Limited having its registered office at Jawahar Vyapar Bhawan, Janpath, Connaught Place New Delhi – 110001

- 14. The Contractor shall mean the sole proprietor, or contractor or company whether incorporated or not, undertaking the works and shall include the legal representative or such individual successors, heirs, administrators or assignees of such sole proprietor, contractor or company, as the case may be or the persons composing such contractor or company of the successor of such contractor or company and the permitted assignees of such individual or contractors or contractors or company.
- 15. Engineer-in-charge shall mean the officer designated by STC who shall supervise and in charge of the work, and issue necessary instructions at site, on behalf of STC.
- 16. "Performance Security/Performance Bank Guarantee" shall mean the amount to be paid by the successful bidder as per relevant clause mentioned in the tender document.
- "Work" means Replacement of existing 1386 kg. Capacity, 2.5 m/sec, 05 No. DC drive based lifts by AC VVVF (Variable Voltage variable frequency) based drive lifts, after Dismantling of existing lifts at Jawahar Vyapar Bhawan, 1-Tolstoy Marg, New Delhi
- 18. "Site: shall mean the place where the works under the Contract are to be carried out and the details of which are provided in this document.
- 19. "Successful Bidder" shall mean the bidder who has been declared technically qualified and the bid has been accepted by competent authority of STC. The successful bidder has to sign the contract agreement.
- 20. "Scheduled Banks" mean Scheduled Commercial Banks of Govt. of India.
- 21. Order placing authority means: The officer who is issuing or Placing detailed work order to the contractor.

Chief Manger (Elect.)
StateTrading Corporation of India Ltd.

PROFORMA – I Letter for submission of bid

From:
То
The Chief Manager
Building Project and maintenance Division ,
STC of India Ltd
Jawhar Vyapar Bhawan
1,Tolstoy Marg, New delhi-110001.
Sir,
1. I have examined the conditions as incorporated in the Tender documents for the
Execution of work and having visited and examined the site of said work, I/we the
undersigned, offer to execute the said works in conformity with the conditions of tender,
2. Should this tender be accepted I/We undertake to commence the work within seven (7)
days of issue of the Letter of intent for the said work and further undertake to perform whole
of the work comprised in the contract within the period specified under tender documents.
3. I/We agree to abide by this tender for a period of 90 days from the date of opening o
Bid or such extended period as may be mutually agreed as prescribed in Instruction to
Bidders and shall remain binding upon us .
4. A sum of Rs. 6,25,000/-(Rs. Six Lakhs twenty five thousand only) towards Earnes
money Deposit in the form of Demand Draft/Banker's Cheque Bearing No
Drawn onin
terms of the Instruction to Bidders enclosed in scanned form on line with Technical Bid and
has been physically deposited in STC before the bid opening time.
5. Unless and until an agreement is prepared and executed, this bid together with STC's
written acceptance thereof shall constitute a binding contract between us.

6. We understand that STC is not bound to accept the lowest bid and that STC reserve the
right to accept or reject any bid, and/or to annul the bidding process and reject all bids, at
any time prior to award of contract, without thereby incurring any liability from the affected
bidder or bidders nor shall STC have any obligations to inform the affected bidders of the
grounds for STC's action.

7.	Name o	f the re	presentative	of t	he fi	rm to	sian

(a)	(b)	
	Or	

Name of person having power of attorney to sign the contract (certified true copy of the Power of attorney should be attached)

Yours Faithfully,

Local address:-----

Note: The contractor is to fill up the blanks in above form before signing & submitting the bid.

- 1. This application is made with full understanding that:
 - -Bids submitted by bidders will be subject to verification of all information furnished for pre-qualification during the bidding process.
 - -STC reserves the right to amend the scope and value of any contracts bid under this work.

Signature of Authorized representative of the bidder.

PROFORMA – 2

Letter for Unconditional acceptance of Bid Conditions

No. Date:

The Chief Manager (E)

Building Project and Maintenance Division

The State trading Corporation of India Ltd.

Jawahar Vyapar Bhawan,

Tolstoy Marg,

New Delhi-110001.

Subject :- Unconditional acceptance of Bid Conditions for tender

Dear Sir,

- 1. I/We have read and examined and understood all the conditions in the bid documents for the subject work and we hereby unconditionally accept the bid conditions entirely for the said work.
- 2 I/we hereby submit our bid and undertake to keep it valid for a period of 90 days from the date of opening of bid
- 3. I/we undertake to execute the above items strictly in accordance with the requirements and particulars /Specifications stipulated in the bid documents.
- 4. I/we hereby further undertake that during the said period:
- 5. I/we shall not vary/alter or revoke my /our bid during the validity period of Bid.
- 6. I/we have quoted for the complete scope of the said work
- 7. I/we undertake to abide by the terms and conditions as stipulated in STC bid documents and as amended thereafter before award of work.
- 8. I/We have not enclosed any condition/deviation to conditions of Bid documents in the envelope containing Price Bid.
- I/we agree that in an event of conditional bid, the bid is liable to be rejected without assigning any reason whatsoever and the Earnest Money deposit is liable to be forfeited.

evaluating the same for the purpose of a documents.	award of work in terms of provision of bid
I submit EMD of Rs	through Bank draft/
Banker" cheque No dated	issued by
(Name of	Bank) along with the Technical Bid.
Signature along with seal of the company of the	ne signatory duly authorized to sign the Bid
on behalf of the Firm)	
	Name
	Designation
N	ame of Company
	Date and Postal address
Witness:	
Signature	
Date	
Name and address & Telephone No	

10. This undertaking is in consideration of STC agreeing to open my bid, considering and

PROFORMA – 3

Performa for submission of past contractual performance/declaration by the bidder

(Affidavit on non-judicial stamp paper of Rs. 10/- duly attested by Notary/Magistrate)

This id to certify that we M/sin submission of this offer confirms that

- 1. We have not made any misleading or false representation in the forms, statements and attachments in proof of the Pre-Qualification requirements.
- 2. We do not have records of poor performance such as abandoning the work, not properly completing the contract, inordinate delays in completion, litigation history or financial failures etc.
- 3. Our business has never been banned/ Blacklisted by any Central/State Govt. department/Public Sector Undertakings or Enterprises of Central /State Govt.
- 4. We have submitted all the supporting documents and furnished the relevant details as per the prescribed format.
- 5. The information and documents submitted with the tender by us are correct and we are fully responsible for the correctness of the information and documents submitted by us.
- 6. We have not submitted fraudulent document/information either in present or past tenders.

Signature of Authorized representative of the tender

Tenderer's stamp

(Stamp Paper in the name of the Bank) Schedule 'B'

PERFORMANCE BANK GUARANTEE FORMAT

(To be executed by any Nationalized Bank in India having their Branch in the State of End-user Department on stamp paper of Rs.100/-)

Name & Address of the Buyers (End-user Department)

1. Against Tender No dated al No Dated (hereinafter called the Contrinto between the STC of India Ltd., New Delhi which expression so repugnant to the context or meaning, thereof include its successors, represented user Department and M/s (hereinafter called the Sellers) which expresented user Department and M/s and Complete Address) (hereinafter called the Sellers) which expresented unless repugnant to the context or meaning, thereof include its representatives & assigns this is to certify that at the request of the Bank unconditionally and irrevocably go pay to the Buyers immediately on first demand, the amout \$/Rupees (@ 5% of contract value) without any protest of the Sellers if the Sellers fail to perform all or any of their	hall, unless resentatives resentatives realled the(Name ssion shall successors Sellers, we warantee to
repugnant to the context or meaning, thereof include its successors, representatives & assigns for and on behalf of (hereinafter Buyers/End user Department) and M/s and Complete Address) (hereinafter called the Sellers) which expresually representatives & assigns this is to certify that at the request of the Bank unconditionally and irrevocably gapay to the Buyers immediately on first demand, the amout \$/Rupees (@ 5% of contract value) without any protest contract value.	resentative: r called the(Name ession shall successors Sellers, we puarantee to
& assigns for and on behalf of (hereinafter Buyers/End user Department) and M/s and Complete Address) (hereinafter called the Sellers) which expre unless repugnant to the context or meaning, thereof include its representatives & assigns this is to certify that at the request of the Bank unconditionally and irrevocably g pay to the Buyers immediately on first demand, the amou \$/Rupees (@ 5% of contract value) without any protest of the graph	r called the(Name ession shall successors Sellers, we uarantee to
Buyers/End user Department) and M/s	(Name ession shall successors Sellers, we juarantee to
and Complete Address) (hereinafter called the Sellers) which expre unless repugnant to the context or meaning, thereof include its representatives & assigns this is to certify that at the request of the Bank unconditionally and irrevocably g pay to the Buyers immediately on first demand, the amou \$/Rupees (@ 5% of contract value) without any protest of the graph of the sellers.	ession shall successors Sellers, we juarantee to
unless repugnant to the context or meaning, thereof include its representatives & assigns this is to certify that at the request of the Bank unconditionally and irrevocably g pay to the Buyers immediately on first demand, the amou \$/Rupees (@ 5% of contract value) without any protest of the graph of the context of the co	successors Sellers, we juarantee to
representatives & assigns this is to certify that at the request of the Bank unconditionally and irrevocably g pay to the Buyers immediately on first demand, the amou \$/Rupees (@ 5% of contract value) without any protest of	Sellers, wo
pay to the Buyers immediately on first demand, the amou \$/Rupees(@ 5% of contract value) without any protest of	uarantee to
pay to the Buyers immediately on first demand, the amou \$/Rupees(@ 5% of contract value) without any protest of	nt of III
reference to the Sellers if the Sellers fall to herform all or any of their	
under the said contract. The decision of the Buyer/	
or The STC of India Ltd., New D	
communicated in writing to the bank that the sellers have failed to perform	
of the obligations under the contract shall not be questioned and b	
conclusive. The said amount of US \$/Rupee will according	
be paid without any conditions or requirement of our proof whatsoever f	
interest @ 15% p.a. on monthly rest basis shall be payable by the Bank to	Buyer.
2. It is fully understood that this guarantee is effective for a period upto	
(12 Months + 60 days) and that we Bank under	
revoke this guarantee during its currency (upto claim period) without the	
writing of the Buyers.	
. We Bank, further agree that the buyer shall have	e the fulles
liberty, without affecting in any manner or obligations hereunder to vary/exthe terms and conditions of the said contract or/extend time of performance.	
Sellers from time to time or to postpone for any time or from time to time	
powers exercisable by the Buyers against the said sellers and/or forebea	
any of the terms & conditions relating to the said contract	
Bank shall not be released from its liabilities	under this
guarantee by reasons of any such exercise, variations or extension being	
the said sellers or for any forbearance and/or commission on the part of	
or any indulgence by the Buyers, to the said Sellers or by any other ma	
whatsoever which under the law relating to the sureties would, but for the have the effect of so releasing us from our liability under this performance	

	We further agree that the validity period of this Performance Bank Guarantee will be extended by us upon receipt of any such request in writing from the Buyer and any charges on account thereof shall be to the account of seller
4.	We Bank further agree that the guarantee herein contained shall not be affected / discharged by any change in the constitution of the said Sellers/Buyers/Bank.
5.	The Guarantee will be governed by Indian Laws and will be subject to the jurisdiction of competent courts in the State of Buyer / End – user India alone.
6.	No claim shall be admissible against the Buyer in respect of interest on Performance Guarantee regardless of the time of release.
7.	The Bank further agrees that decision of the Buyer as to the failure on the part ofto fulfill their obligations as aforesaid /or as to the amount payable by the bank to the Buyer shall be final, conclusive & binding on the Bank.
8.	This Guarantee will remain in force up to(12 Months + 60 days) and any demand in respect thereof should reach Bank not later than 10 (Ten) working days (claim period) from the expiry of above validity date.
9.	Notwithstanding anything entered hereto Banks liability under this Performance Bank Guarantee shall not exceed(in words. Bank is liable to pay the guaranteed amount if Buyer same upon in written claim/demand on of before the expiry date.
FC	DR BANK
	ACCEPTED
W	itness:-

ARTICLES OF AGREEMENT

This a	agree	ement r	nade d	n the	ક	_ day o	of			_, T	wo t	hou	sand	١		
betwe	en "	The Sta	ate Tra	ading	Corpo	ration	of Ind	ia Lir	nited"	' (he	erein	afte	r refe	errec	to a	s the
Client	an	d who	se regi	istere	ed offic	ce is lo	cated	l at .	Jawah	nar	Vyap	oar	Bhav	wan,	1-T	olstoy
Marg,	J	lanpath	, Ne	ew	Delhi	-11	0001	on	n th	e	one	9	part	а	nd	M/s.
						(hereir	nafter	refer	red to	as	the	Cor	ntract	or) a	and w	hose
regist	ered	office	is loca	ted a	t											
		on	the otl	her p	art, wh	ereas	the Cl	ient d	desire	s ce	ertair	า พ	orks 1	to be	exe	cuted
by			the			C	ontrac	tor				Vi	Z.			ű
	i	n	cons	idera	tions		of	the	e		amol	ınt		of		Rs.
															•	ıpees
												-	in	wor	ds)	and
subje		such t												is (T	ende	r No.
		d	ated) which	shall	form	part	of th	ne co	ntra	act.			
Wher	eas	the Co	ntracto	r has	s agree	ed to k	eep S	STC i	indem	nnifi	ed a	t al	l time	es a	gains	t any
claims	s/liab	oilities/p	rocee	dings	etc fr	om an	y thire	d par	rty or	oth	erwi	se	arisir	ng o	ut of	or in
conne	ectio	n with tl	ne tend	der do	ocume	nts.	-	·	•							
		-			.1						0"			_		
		in cons			•	•			•							
		r ment					-	_			tne	CIIE	ent t	o pe	errorn	n tne
servic	es ir	n confo	mity w	ith th	e prov	isions (of the	agree	emen	t.						
Wher	eas	the Clie	ent agr	ees t	o pay	the co	ntract	or in	consi	der	ation	of	the p	erfo	rman	ice of
the s	ervio	ces su	ch am	ounts	s as r	may be	ecome	e pay	yable	un	der	the	pro	visio	ns o	f the
agree	men	t at the	times	and i	n man	ner pre	scribe	d by	the a	gree	emer	nt.				
NOW	THI	S AGRI	EEMEI	NT W	ITNES	SSED A	S UN	DER								
		terms														
									Wil	I fo	rm	par	t of t	the a	agree	ement
and s	hall l	be bind	ing on	both	the pa	rties.										
In wit	ness	were	of the	partie	es hav	e caus	ed th	is ag	reeme	ent	to be	e ex	kecut	ed c	n the	e day
and y	and year first above written.															

Binding Signature of the Contractor	Binding signature of the Client
In the presence of :	
Name:	Name:
Designation	Designation

Affidavit

(A) I/WeS/o			
R/o			
undertake and confirm that eligible similar work(s)			
has/have not been got executed through another contractor on back to back basis.			
Further that, if such a violation comes to the notice of department, then I/We shall be			
debarred for tendering in $STC(I)$ Ltd. future forever. Also, if such a violation comes to the			
notice of the department before the issue of letter of acceptance whichever is earlier. The			
Engineer-in-charge shall be free to forfeit the entire amount of Earnest Money			
Deposit/Performance Guarantee.			
(B) I/WeS/o			
I have attached the requisite EMD amount of Rs in favour of The State			
Trading Corporation of India ltd., payable at New Delhi by way of draft/ Banker's cheque			
No Dt drawn at (Bank)			
Branch			
ii) In case of my tander is not accepted as per terms & condition of NIT and for any			
ii) In case of my tender is not accepted as per terms & condition of NIT and for any			
refunds is made to me, the refund may please be made to my account as per detail given			
below:-			
Name of Agency:-			
Bank, Branch Code, Place details etc :-			
Account No. :-			
I FSC Code No.			
UTR/RTGS No. :-			

STC(I) Ltd. shall not responsible in any way for non-crediting of EMD amount in the

account of STC(I) Ltd. by due date and time are mentioned in NIT.

(C) I/We	
S/O	
R/o	do hereby solemnly affirm and declare as under
:-	
i) That I am sole proprietor/partner/auth	orized representative of the company/
M/s	at R/o
That up-to -date returns of VAT department of the VAT deptt.	ent have been duly filed and no dues are
That is my true and correct statement.	
(Signature of authorized official of firm v	vith seal)

IMPORTANT SCHEDULE & PARAMETERS

Sr. No.	Particulars	
1.	NIT Publication date	19/03/16
2.	Newspapers where NIT published	The times of India (English) –All edition
		, Navbahrat times (Hindi) - All edition
3.	Tender Hoisted on	www.stc.gov.in, www.etenders.gov.in,
		www.eprocure.gov.in/eprocure
4.	Pre bid meet	28/3/16 in knowledge centre, JVB
5.	Corrigendum if any after pre bid.	2/4/16
4.	Last date of e filing of bids in two	13/4/16 up to 11:AM
	part bidding process	
5.	Method of bidding	e-bidding only on
		www.eprocure.gov.in/eprocure
6.	Method of providing the tender fee	OFF line -before the closing time of
	and EMD	bidding, however scanned copies to be
		uploaded.
7	Date and time of technical bid opening	13/4/16 AT 11:30 AM
8.	Venue of e bid opening	www.eprocure.gov.in/eprocurein the
		office of Chief Manager- Elect.
9.	Date and time of price bid opening	Shall be intimated later to the technically
		qualified bidders
10.	Completion period	12 Months
		<u> </u>

Note: - If the dates mentioned above happens a Holiday in STC, the next working day shall be considered as mentioned date.

General Contract Conditions Section "A"

INSTRUCTION TO BIDDERS:-

Corporation: The term 'Corporation' wherever appearing in this specification would mean State Trading Corporation of India Ltd. And shall include the nominated person authorized to place an order this specification.

1.0 PREPARATION OF TENDER:-

- 1.01 Before submission of the tender, the Bidders are requested to have themselves fully conversant with the "Pre-Qualification Requirement "specification, nature of work, the site conditions and general conditions of contract etc., so that, no ambiguity arises at a later date in this respect. They may visit the site for seeing the actual working conditions and the nature of work.
- 1.02 Only such firms need to submit bids which meets the eligibility criteria as laid down in the tender documents and which can submit satisfactory evidence in that regard.
- 1.03 The Corporation reserves the right to revise, amend or cancel the tender documents prior to the date notified for opening to the tenders & also the right to postpone the date for presentation and opening of tender without assigning any reason.
- 1.04 The terminated/debarred/ Black listed bidders from any Govt./Semi Govt.//PSUs/. Are not allowed to participate in the tender. The bidder has to produce self-attested certificate in this regard. If the Bidder deliberately furnishes wrong information in his tender, the bid would be liable to be rejected out rightly at any stage and the security deposit and/or EMD/ Dues to STC, shall be forfeited
- 1.05 Tender document are not transferable. JV (Joint Ventures) firms are not allowed to participate in the tender.
- 1.06 Not more than one tender for the work shall be submitted by one contractor or one firm of contractor.

- 1.07 The Corporation shall not be liable for expenses incurred by the Bidder in the preparation of the tender whether his tender is accepted or not.
- 1.08.Bids containing any alterations/cuttings/marks of eraser etc even if accompanied by signature shall be liable to be rejected on such grounds.
- 1.09 Successful L-1 bidder shall be decided on the basis of price of quoted in the price bids section
- 1.10 Tenders submitted by courier/post liable/ Manual submission to be rejected. Only electronic submission is accepted.
- 1.11 Part Tender submitted shall be rejected. .
- 1.12 The tender is to be furnished in two parts i.e. PART-I (Techno-commercial bid) & PART-II (Price Bid); All the tender document digitally signed accompanied by documents in support of pre-qualifying requirement / tender enquiry , scanned copy of financial instrument (for EMD and tender fee) should be uploaded to the http://eprocure.gov.in/eprocure
- 1.13 The Part-I i.e. Techno-commercial Bid will be opened on the scheduled date and time online.
- 1.14 The bidder whose Part-I (Techno- Commercial bid) bids have been found acceptable, shall be intimated through written communication and / or through telephonically as the case may be. The price bid of these technically qualified bidders shall be opened on the scheduled due date and time on line.
- 1.15 Intimation regarding date, time of opening of price bid shall be intimated on line to the technically qualified bidders. .
- 1.16 STC reserves the right to accept or reject any bid, and/or to annul the bidding process and reject all bids, at any time prior to award the contract, without thereby incurring any liability from the affected bidder or bidders nor shall STC have any obligations to inform the affected bidder or bidders of the grounds for STC's action.
- 1.17 STC reserves the right to nominate or replace the Engineering in charge during the currency of contract period or during the tender process.

1.18 If any discrepancy or any short coming is found at later stage or L1 agency does not turn up for verification of originals and which renders tender of L1 agency as invalid, the EMD amount shall be forfeited and the bidder shall be debarred for tendering for a period of 2 years in STC(I) Ltd.

2.0 Earnest Money Cost of tender document:-

- 2.01 Before submitting the tender, the Bidder shall deposit an amount as indicated on cover page as earnest money, the cost of tender document in the form of crossed bank draft / Bankers Cheque payable to the State Trading Corporation of India Ltd payable at New Delhi.
- 2.02 Any tender not accompanied with EMD, cost of tender document is liable to be rejected. The bidder has to upload the scanned copy of EMD online, tender document fee and physically submit the EMD, tender document fee in the tender box placed at the reception before /on the tender closing date.
- 2.03 In case of unsuccessful bidders the earnest money will be refundable on application after award of work to the successful bidder.
- 2.04 Request for adjustment/appropriation of earnest money/deposits if any already lying with the Corporation in connection with some other tender/orders/works shall not be entertained.
- 2.05 No interest shall be payable on earnest money deposits.
- 2.06 Participation in the tender process without cost of tender document and/EMD shall be permitted only for those firms who are exempted /notified via any statuary/ Govt. body. Those firms should deposit the concerned notice /document showing exemption, along with the bid submission. Preferential purchase policy, as declared by the Govt. regarding MSMEs / kendriya Bhandar shall be followed.

3.0 General Terms:-

3.01 The Corporation is not liable to accept the lowest or any other bid and shall not assign itself to accept the lowest or any other tender and will not assign any reason(s) for the rejection of any tender or a part there of.

3.02 The tenderer shall treat the details of specification and other tender documents as private and confidential and they shall not be reproduced anywhere without the written authorization of the Corporation

4.0 RECEIPT OF TENDERS:-

4.01 The tenders should be filled on line as detailed above. No other form of submission shall be accepted.

5.0 DEVIATIONS:-

5.01 Bids containing deviations from the specifications and general condition of contract shall be liable to be rejected.

6.0 SUBMISSION OF DOCUMENTS ALONG WITH THE BID

- 6.01 Part-I deals with technical and commercial particulars and performance of the bidders. The Bidder shall upload all required documents as prescribed in the tender document except price bid with part I, duly digitally signed, acknowledging his acceptance to the terms and conditions of tender.
- 6.02 Part-II shall be only the "Price Bid Section". The successful bidders in techno commercial evaluation shall be intimated by the Corporation. Price bid shall be opened of only those successful bidders who qualify in techno commercial evaluation.

7.0 VALIDITY OF TENDER:-

The bid shall remain valid for 90 days which will reckon from the date of opening of technical bid. Bids once opened cannot be withdrawn by the bidder at any stage.. Bidders mentioning a shorter validity period than specified are liable to be rejected. In case validity period is not stated it will be presumed that the bid is valid for 90 days without obtaining any confirmation from the bidder.

8.0 CANVASSING: -

No Bidder shall canvas any, Corporation official or the Engineer with respect to his or other tender. Contravention of the condition will invoke in rejection of the tender.

Chief Manger (Elect.)

Financial and other Terms & Conditions

1. Quality and inspection of Material: -

As soon as the material at manufacturer's workshop is ready, the firm shall intimate STC for inspection of the same by the STC before dispatch. The material shall be inspected jointly by STC and the firm's representative. However, such inspection does not absolve the responsibility of the supplier for the performance of the material at site. The department also reserves the right to inspect the fabrication job at factory and the successful bidder has to make the arrangement for the same. The successful bidders shall give sufficient advance notice regarding the dates proposed for such tests/ inspection to the department's representative(s) to facilities his presence during testing / fabrication. The Engineer-in-charge at his discretion may witness such testing /fabrication. The cost of the Engineer's visit to the factory will be borne by the Tenderer. Also equipment may be inspected at the manufacturer's premises, before dispatch to the site by the contractor.

Firm shall be fully responsible for the quality failure of the material at site during erection or for the shortages of any material during erection.

2. Storage and custody of material:-

The lift machine room may be used for storage of sundry material and erection equipment. Covered lockable space within the premises of the JVB shall be made available to the firm for storage, sufficient for the storage. Watch and ward of the stores and their safe custody shall be the responsibility of the contractor till the final handing over of the installation .The firm shall keep adequate care of equipment at his works and any damages or loss due to theft, fire, flood, riots etc. shall be on contractors account

3. Insurance: -

All consignment is to be duly insured up to the destination from warehouse to warehouse at the cost of the supplier. The insurance cover shall be valid till the equipment is handed over duly installed, tested & commissioned and handed over to STC.

4. Care of the building:-

Care shall be taken by the contractor while handling and installing the various equipment and components of the work to avoid damage to the building. He shall be responsible for repairing all damages and restoring the same to their original finish at his cost if the loss to the building occurs due to the in-appropriate

procedure followed by the firm .Contractor will not be allowed to change the size and shape of floor openings. The contractor will remove all unwanted and waste material arising out of the installation from the site of work. Any expenditure incurred by the department in this condition shall be recovered from the contractor and the decision of the Engineer in charge for recovery will be final.

5. Performance Guarantee :-

- **5.1** The bidder shall guarantee among other things, the following:-
- (a) Quality, Strength and performance of the material used
- (b) Safe electrical and mechanical stress on all parts used under all specified condition of operation.
- (c) Satisfactory performance during the maintenance period
- 5.2 (a) The bidder shall submit an irrevocable performance guarantee amount of 5 % of awarded value in addition to ,other security deposit and EMD in the contract against the proper performance of the equipment/ material. The performance guarantee amount shall have to be deposited within 15 days of issue of detailed award letter in the form of DD/ Banker' cheque..The performance guarantee amount shall initially be valid up to the stipulated date of completion plus 60 days beyond. If the work gets delayed ,the bank guarantee shall be valid till the recording of completion certificate plus 60 days.

5.3 **Power Supply**

Electric service connection of 415V, 3 phase, 4 wire, 50 Hz. AC supply be provided by STC for installation purpose free of charge.

6. Water Supply

Water supply shall be made available by the department at one point.

7. Consumable:-

The consumables like waste cloth/ cotton, detergent powder, petrol, insulating varnish, kerosene oil, plaster of Paris, oil paper, oilpaper, emery paper, caustic flux etc. shall be arranged by the contractor at his own cost.

8. Rates;-

The rates quoted by the bidders shall be firm and inclusive of all taxes (Including VAT, Sales Tax, Excise & other duties, insurance, freight etc.), levies and all other charges for packing, forwarding, Octroi, insurance, freight and delivery, installation, testing, commissioning etc. at site i/c temporary constructional

storage, risks, overhead charges general liabilities/ obligation and clearances from local authorities. However service tax shall be paid extra as per the law.

Intending bidders may note that IEEMA price variation clause is not applicable in this contract.

The bidders are advised not to deviate from the technical specifications/items, commercial terms and conditions of NIT like terms of payment, arbitration clause, escalation etc.

9. Warranty -

- 1. The firm shall give warranty for the satisfactory performance in respect of workmanship and material for a period of 12 months from the date of final hand over of each Lift after successful completion one month free trial period.
- 2. Free monthly servicing during the Warranty period of 12 months from the handing over of elevators and emergency services if needed to operate the elevator uninterruptible shall be carried out by the firm, **free of cost.**
- 3. Any fault in the elevator has to be attended by the firm within 03 days of intimation to the firm during warranty period.
- 4. The warrantee period shall be extended for the days the elevator remains in fault condition if the total period of the faults during the year crosses 15 days.
- 5. In case the fault is not attended by the firm within 07 days, the same shall be rectified by the department at the risk and cost of the firm. The decision of the engineer in charge shall be final in this regard.
- 6. The operation personnel during the free warranty period as well during the one month trial period shall be arranged by STC at its own cost.

10.0 Free Running in period: -

After satisfactory final inspection, the contractor shall demonstrate the trouble free running of the installation for a period of 30 days before the department takes over. During this period, the lift shall be kept either automatic or manual mode by the department. After the installation has operated without any **major** breakdown for 30 days, it shall be taken over by the department. If the lift remains in halt due to any fault during this period for a total period of more than 5 days, the free warranty period shall be extended for the actual period.

During this 30 days period, the lift shall be deemed to have run trouble free, if the numbers of breakdowns during the period is less than four calls excluding false calls and levelling defects. The one year of free running maintenance (warranty

period) shall be counted after the completion of 30 days trouble free operation. The equipment shall be taken over by the department after one month successful trial operation and the date of handover will be after this 30 days trial run period.

11. Completion Period of the Work: :-

11.01 As the building is occupied by STC, Its Co-owner, and the tenants and remains busy during the day hours. The work shall be awarded for total No. of 05 (five) lifts numbered as 1,2,5,7,9 located in the Jawahar Vyapar Bhawan , 1 Tolstoy Marg , New Delhi.

STC reserve the right to alter the lift specified by similar lift in JVB. STC will hand over three lifts in a first phase for the work. After the satisfactory completion of the installation work of these 03 lifts to STC, remaining 02 (two) lifts shall be made available for the work and shall be handed over to the firm. **The Civil and Electrical works (which are not directly related to Installation of Lifts as equipment) shall be under the scope of STC**. The total time period for complete work (Dismantling of proposed lifts, Supplying of material, Erection, Testing, Commissioning) for all (05) lifts shall be **12 months**. The firm shall submit the detailed requirement of Civil and electrical works to be carried out by STC in one go for a bunch of 03 lifts in first phase and for 2 lifts in 2nd phase. The firm shall intimate STC the details of electrical and civil works within 30 days from the date of letter of intent. The civil and Electrical works shall be carried out by STC is included in 12 months total time.

- 11.02 Extension of time period: If the firm requests to extend to time period due to any reason before the expiry of the period, STC competent authority reserve the right to extend the contract period if satisfied by the justification submitted by firm. No delay penalty shall be imposed up to the extended period.
- 11.03:-Delay is start of the work: Firm shall obtain all statuary permissions /licenses to commence the work at site, if needed so, at its own cost. If the firm does not commence the work within seven (07) days after the detailed work order, STC shall be at liberty to award the work to any other agency at the risk and cost of the firm or may cancel the work order, the EMD and/or Bank Guaranteed shall be forfeited and firm shall be banned for business with STC for next 2 years.
- **11.04:- Delay in completing the work:** The time is the essence of the contract. The contractor shall handover the lifts completed in all respect within stipulated period after obtaining proper licenses from statuary departments. If fails in so, a penalty of

1 % per week & maximum up to 10 % shall be levied against the firm for the delay in completion of the work. The penalty amount shall be counted on the balanced no. of Lifts on respective cost, which has not been handed over to STC within the scheduled period.

12.0 Payment terms: -.

- (a) Mobilization Advance: -No mobilization advance shall be paid for this work
- (b) The following percentage of contract amount shall be payable against the stage of work shown herein. It is to be noted that all the payments shall be made on pro- rata basis.
- 1. 50 % of the total work order amount after initial inspection and delivery of material at site in good condition.
- 2. 30 % of the total work order amount after completion of installation in all respect
- 3. 10 % of the total work order amount after testing, commissioning trial run and handing over to the department for beneficial use.
- 4. 10 % of the total work order amount will be released after obtaining consent to operate the (certificate) from the Govt. of NC.T. of Delhi . All liaising work shall be done by the firm for which, No extra payment shall be paid by STC except statuary fee paid by the firm. However it is to be noted that necessary statuary deductions as per contract terms shall be made while making payment to the firm. The mode of payment will be through NEFT /RTGS and all the expanses for bank licence fee etc. for this mode shall be borne by the firm. The firm will ensure proper cleanliness of site before final payment.

(C) SECURITY DEPOSIT (S.D.): -

- C.01 Total security amount shall be 5 % of the contract value. The successful bidder shall have to deposit a security amount @ 5% of the contract value within 15 days from the award of work in the form of DD/Banker's cheque. , issued in the name of "The State trading Corporation of India Ltd. Payable at New Delhi .Amount of EMD already deposited shall be refunded on request.
 - C.02 Unless otherwise specifically required to be retained / forfeited by STC in part or full, the security deposit shall be refundable on the request of the firm after satisfactorily completion of the free warranty period (Defect liability period) of 12 months to the satisfaction of the STC. The defect liability period shall be counted after 30 days free trial run.

- **C.03** If the contractor fails and neglects to observe or perform any of this obligation under the contract it will be lawful for the STC to forfeit either in whole or in part, at its absolute discretion, the security deposit furnished by the contractor.
- **C.04** No interest shall be payable on such deposit.
- C.05 This is in addition to the Performance Guarantee that the contractor is required to deposit. The security amount shall be refunded on the successful completion of the 12 months of free warrantee period i:e Defect Liability period.

13.0 ACCEPTANCE OF THE ORDER: -

- **13.01** The firm should convey the acceptance of the detailed order to the order placing authority within 07 days of receipt of the order failing which it will be presumed that the terms and conditions incorporated in the detailed work order have been accepted by the contractor and it will be deemed as the agreement between the contractor and STC.
- **13.02** The order placed under these specifications shall be governed by terms and conditions as incorporated in this section of the specifications and as given in the 'Work order' and it's Annexure (s). The terms and conditions specified laws in this section if differ from the terms as indicated in the work order and its Annexure(s), the later shall prevail. The contract shall for all purpose be constructed according to the laws of India and final decision thereon shall be binding on the party.

14.0 After Award of work

The successful bidder would be required to submit the following drawings within a month of award of work for approval before commencement of installation.

- (a) All general arrangement drawings.
- (b) Details of foundations for the equipment, load data, location etc. of various assembled equipment as may be needed generally by other agencies for purpose of their work. The data will include breaking load on guides, reaction of buffers on lift reaction on support points in machine room, lift well etc.
- (c) Complete layout dimensions for every unit/ group of units with dimensions required for erection purposes.
- (d) Any other drawing/ information not specifically mentioned above but deemed to be necessary for the job by the contractor.

15.0Submission of Drawings:-

The successful bidder should furnish well in advance three copies of detailed instructions and manuals of manufacturers or all items of equipments regarding installation, adjustments operation and maintenance i/c preventive maintenance &

trouble shooting together with all the relevant data sheets, spare parts catalogue and workshop procedure for repairs, assembly and adjustment etc. all in triplicate

16.0 Interpreting Specifications

In interpreting the specifications, the following order of decreasing importance shall be followed in case of contradictions:

- (a) Schedule of quantities
- (b) Technical Specifications
- (c) Drawing (if any)
- (d) General Specifications
- (e) Relevant IS or other international code in case IS code is not available.
 In case of any dispute, the interpretation by the head of the department STC
 CGM/GM) will be final and binding.

17.0 FORCE MAJEURE CONDITIONS: -

For the purpose of this Contract, "Force Majeure" means and event which is beyond the reasonable control of STC or the Contractor, is not reasonably foreseeable, is unavoidable and is not brought about by or at the instance of the party claiming to be affected by such events and which caused the non-performance or delay in performance, and which makes a party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances and includes, but is not limited to , war, riots, civil disorder, earthquake, fire, explosion, storm, flood or Act of God or other extreme adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the party invoking Force Majeure to prevent), confiscation or any other action by Government agencies.

The party which is unable to fulfil its obligations under the present contract must within 24 hours from the day of occurrence of any of the causes mentioned in this clause shall inform the other party of the4 existence of the circumstances referred to above, which are responsible for causing delays in performance of the contract. The party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as it reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

The failure of either party to fulfil any of its obligations under this contract shall not be considered to be a breach of, or default under, the Contract insofar as such inability arises from an event of Force Majeure, provided that the party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objectives of carrying out the terms and conditions of the Contact.

In case of Strike/Labour dispute that prolongs beyond a period of 48 hours, the Contractor is required to inform STC about the same, on account of which STC reserves the right to get the work done from any other agency at the risk and cost of the Contractor.

18.0 Compliance of Minimum wage act, Insurance, Labour act etc.

18.01 It is to be ensured that at least minimum wages shall be paid by the contractor to his employees engaged at site, as applicable by Govt. of Delhi or Central Govt. whichever is higher. STC shall not be responsible in any manner for any Act or Omission of the workers engaged by the contactor. No claim in this regard shall be entertained by STC. If by virtue of any law in force, STC is made to pay any amount by way of penalty / damage / fine etc, STC shall recover the amount so paid along with other expenses incurred by STC to defend such cases. It is sole responsibility of the contractor to get his workmen insured under workmen compensation Act & Rules, while at work, as required by relevant rules and regulations of workmen compensation and shall pay compensation, as per Act and provision / rules made there under. Contractor shall submit ID proof of each employee duly verified by him. Contractor shall be solely responsible to obtain and abide by all necessary licenses / permissions from the concerned authorities as required under the various Labour laws, legislations including Labour license from the competent authority under the Contract Labour (Regulation and Abolition) Act, 1970.

18.02 Supervision, control and regulation of condition of the workmen engaged by the contractor shall be his responsibility and STC will have no direct connection with the workers of the contractor for the work under reference.

19.00 SAFETY DEVICES: -

The contractor shall provide all the required safety appliances to the workers / staff as may be warranted for safety of the workers during the course of the work. Safety devices like Safety belt, Safety Helmet, Safety Shoes, Ear protector, welding glass,

welding gloves, Asbestos gloves etc. shall be provided for use by workers during work.

The contractor shall provide personal protective equipment conforming to the IS mentioned below -

- (a) Safety helmets conforming to IS-2925: 1984
- (b) Safety Belts conforming to IS-3521: 1983
- (c) Eye and face protection devices conforming toIS-8520:1977and IS-8940:1978
- (d)Hand and body protection devices conforming to
- (1) IS-2573: 1975
- (2) IS-6994: 1973
- (3) IS-8807: 1978 (4) IS-8519: 1977

All the required safety equipment and gadgets should be provided at the site and it shall be responsibility of contractor to provide all safety gadgets, in case any mishap/accident occurs at site during dismantling, installation and commissioning of the equipment etc. It shall be the solely responsibility of contractor. STC(I) Ltd. shall not be responsible in case any type of mishap occur at site. All safety precautions must be taken during the execution of work.

20.0 compliance with statutory provisions of safety

Successful bidder shall arrange for compliance with statutory provisions of safety regulations and departmental requirements of safety codes in respect of labour employed on the work by the bidder. Failure to provide such safety requirement would make the bidder liable for penalty of Rs. 500/- for each default. Temporary barricades with caution boards at each landing to prevent accident during execution of work.

21.00Compliance with Regulations and Indian Standards:

21.01

All works shall be carried out in accordance with relevant regulation, both statutory and those specified by the Indian Standards related to the works covered by these specifications. In particular, the equipment and installation will comply with the following.

- Factories Act. (i)
- Indian Electricity Rules. (ii)
- I.S. & BS Standards as applicable (iii)
- (iv) Workmen's compensation Act

- (v) Statutory norms prescribed by local bodies like CEA, NDMC etc.
- 21.02 Nothing in this specification shall be construed to relieve the successful bidders of his responsibility for the design, manufacture and installation of the equipment with all accessories in accordance with currently applicable statutory regulations and safety codes.

22.0 LIABILITY FOR DAMAGES: -

22.01 If due to contractor's negligence and / or non-observance of safety and other precautions, any accident / injury occur to any other person / public, the contractor shall have to pay necessary compensation & other expenses, if so decided by the statutory authorities under labour laws and / or rules made therein force from time to time. The firm shall to execute a third party insurance against such happenings for a minimum value of the contract value. Falling which the same will be recovered from the running bill of the contractor or from his security deposit.

23.0 The Indemnity Clause

The Contractor shall at all times indemnify and keep STC indemnified against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its employees/workmen or agents or by any other third party resulting from or by any action, omission or operation conducted by or on behalf of the Contractor.

The Contractor shall at all times, indemnify and keep indemnified STC against any and all claims of the Employees, Workman, agent(s), employed engaged or otherwise working for the Contractor, in respect of wages, salaries, remuneration, compensation or the like.

All claims regarding indemnify shall survive the termination or expiry of the Contract and shall be recoverable from PBG in addition to any other means.

24.0 Cooperation with other agencies

The successful bidder shall co-ordinate with other contractors and agencies engaged in the building, if any, and exchange freely all technical information so as to make the execution of this works contract smooth. No remuneration should be claimed from the department for such technical cooperation, if any unreasonable hindrance is caused to other agencies and any completed portion of the work has to be dismantled and re-done for want of cooperation and coordination by the successful bidder during the course of work, such expenditure incurred will be recovered from the successful bidder if the restoration work to the original condition

or specification of the dismantled portion of the work was not undertaken by the successful bidder himself.

25.00 WITH HOLDING PAYMENT:-

STC may withhold the whole or part of any payment for work claimed by the contractor, which in the opinion of the order placing authority is necessary to protect himself from loss on account of: -

- A. Defective work not remedied or guarantees not met.
- B. Claims filed against the contractor.
- C. Failure of the contractor to make due payment for material or labour employed by him.
- D. Damage to another contractors/ Corporation property.
- E. Insufficient / Unsatisfactory progress.

When grounds for withholding of payment are removed, to the satisfaction of Engineer in charge /order placing authority the payment of the amount due to the contactor shall be arranged by the Corporation.

26.00 PERSONNEL OF CONTRACTOR: -

- 26.01 The Engineer-in-charge shall be at liberty to object to the supervisor or any person employed by the contractor for execution of the work who commits misconduct or be incompetent, or negligent and the contractor shall remove the person so objected by Engineer-in-charge or on notice in writing requiring him to do so and shall provide in his place competent supervisor/person at the contractor's expenses for execution of the work.
- **26.02** Contractor/ his representative / supervisor shall abide by all general rules and regulations in force on the site and to any special conditions imposed by the local administration. The general discipline of the plant shall be maintained.

27.0 TERMINATION OF CONTRACT: -

STC reserve the right to cancel the contract at any moment without assigning any reason, in case, the contractor fails to carry out work satisfactorily under this contract STC at its discretion can get the work done by another party(s) at the risk and cost of contractor without prejudice to the STC's right under the terms & conditions of this contract and any extra expenditure involved in this regard shall be recovered from the contractor.

28. Arbitration

"In the event of any dispute arising between the Parties in relation to or under this Agreement, the same shall be settled by Arbitration conducted in accordance with the Rules of Arbitration of ICA, New Delhi. The decision of the Arbitration Tribunal shall be final and binding. The venue for the Arbitration shall be New Delhi. The Arbitral Award shall be enforced in accordance with the provisions of the Arbitration & Conciliation Act 1996".

Scope of work

1. The firm shall Supply, testing at Works, Delivery F.O.R. Destination STC Site Jawahar Vyapar Bhawan, New Delhi ,Including Assembly, Packing ,Inland transportation and transit Insurance, Unloading ,Storage, transportation from site store to site , Erection, Commissioning and testing including arranging of laborers , supervision, consumables, tools ,for 05 (Five) number Passenger Elevator of 20 passengers as per IS/EN (in accordance with technical Specification) . The 05 No of lifts have to be erected after dismantling the existing 05 No. of lift. The work shall be awarded for total No. of 05 (five) lifts numbered as 1,2,5,7,9 located in the Jawahar Vyapar Bhawan , 1 Tolstoy Marg , New Delhi. STC (I) Ltd. reserve the right to alter the lift specified by similar lift in JVB. STC (I) Ltd. will hand over three lifts in a first phase. After the satisfactory completion of the installation work of these 03 lifts to STC, remaining 02 (two) lifts shall be made available for the work and shall be handed over to the firm for replacement as detailed.

The Civil and Electrical works (except those directly related to Installation of Lifts as equipment) shall be under the scope of STC like illumination in hoist way, machine room, architrave work, water proofing of pit, white washing, plastering of hoistway Civil works related to door openings dismantling and installation of Brick/ stone Cladding.

However works such as making hole for brackets, bracket setting, foundation work for machine, wiring for lifts shall be under firm's scope.

The firm shall design the Lift in accordance with the specifications and site condition. The firm is advised to take the measurements with utmost care at their own and STC will in no way be responsible for any measurement error or for any data supplied by STC.

New openings (03 Nos., at level I, II, and III) have to be created in the lift No. 2 for making access to CCIC show rooms. The firm shall be required to furnish the detail measurement of the proposed opening to STC at the start of the work for minimizing the period of completion. Creation of opening and subsequent covering ornamentation etc. shall be under STC scope.

2. (a) The existing lifts are make OTIS installed in Jawahar Vyapar Bhawan in 1988-89 with speed 2.5 m/sec and none of the lift is out of order as on date.

(b) The following existing equipment of OTIS make lifts will be retained and reused. The firm should ensure that new equipment offered and installed by them shall be match with existing installed retained equipment and should also produce a certificate that existing installed equipment (as given below) are suitable to serve further next 20 years, as nothing shall be paid extra whatsoever for following items if not retained by contractor.

The recommended retained items will be as under:-

- 1.Existing hoist-way guide rail in same position.
- 2. Existing counter weight guide rail with Filler weight.
- 3. Pit item with spring buffer
- 3. The works shall be carried out as per CPWD General Specification (Part III Lift and escalator) and relevant IS/EN Standard and as per the instruction of Engineer in charge.
- 4. Firm shall keep all the precautions & safety while dismantling and Erection testing , commissioning of lifts. STC shall in no way responsible for any accident, unfortunate event during the complete work including Dismantling. The firm shall keep safety standards as described by the CPWD standards.
- 5. The Dismantled material shall be the property of the firm. The firm shall keep the security of the dismantled material in their store. The dismantled material will exit from JVB at the gate passes issued from STC.
- **6.** The renovated lifts shall have all additional features for use by physically challenged persons. The final product should match the technical specifications specified in the bid document.
- 7. No T&P including scaffolding etc. shall be issued by the STC.
- **8.** As the building is occupied by STC, Its Co-owner, and the tenants and remains busy during the day hours. The firm shall have to ensure that no hindrance is created in day today working of the offices in the building.
- **9.** Water and Electricity (3 phase 415 v, 50 Hz,) at one point shall be provided by the department free of cost for genuine use of the works.
- 10. The Successful bidder would be required to submit the following drawings within a period of one month of award of work for approval before commencement of work
 - (a) All general arrangement drawings

- (b) Details of foundations for the equipment, load data location etc. of various assembled equipment as may be needed generally by other agencies for purpose of their work. The data will include breaking load on guides, reaction of buffers on lift reaction on support points in machine room lift well etc.
- (c) Complete lay out dimensions for every unit / group of units with dimensions required for erection purposes
- (d) Any other drawing information not specifically mentioned above deemed to be necessary for the job by the contractor. The successful bidder should furnish well in advance three copies of detailed instructions and manuals of manufacturer or all items of equipment regarding installation, adjustments, operation and maintenance i/c preventive maintenance and troubleshooting together with all other relevant data sheets, spare parts catalogue and workshop procedure for repair, assembly and adjustment etc. all in triplicate.
- 11. The Engineer in charge reserve the right to change the lay out as per requirement at site and the contractor shall not have any claim due to any change in lay out.
- 12. Conducting all necessary tests at manufacturer's works and also after completion of erection specified hereinafter to full satisfaction of STC. All test gadgets, instruments; test weights etc. necessary for conducting test at site shall be arranged by the Contractor. All test certificate/ load test certificate should be acceptable to STC.
- 13. Grounding of the all parts of lift and its accessories shall be carried up to the common system grounding of JVB by the firm. The grounding of Fans, Motors should be done as per applicable electricity rules in the presence of STC representative.
- **14. Painting:--** This shall include cost of painting of entire exposed iron work complete in the installation. All equipment works shall be painted at the works before dispatch to the site.
- **15. Training: --** The firm shall arrange on job technical training of the operators at site. Nothing extra shall be payable on this account.

16. AMC (Annual Maintenance Contract) :-

The firm shall has to offer **comprehensive** AMC (Annual Maintenance Contract) of the lifts for 01 (one) year after satisfactorily completion of the free

- warranty period(defect liability period of 12 months). The AMC terms and conditions are separately annexed which have to be followed during AMC period.
- 17. The engineer in charge reserved the right to instruct the contractor to remove the inferior quality of material from the site (in his opinion). Only ISI/EN mark material shall be permitted.
- 18. The elevator installed should comply all the safety norms prescribed by the relevant statuary body and rules prevalent in CPWD shall be followed. The firm shall arrange all the statuary licenses from the respective statuary body to operate the lift at their own cost. However statuary fee shall be paid by STC.
- **19**. The work is turnkey project. Any items required for completion of the project left inadvertently shall be executed within the quoted price.
- **20.** The contractor shall ensure the availability of a mobile no. at his supervisor round the clock. The firm shall obtain prior permission for entry in the JVB before employing the workman at site.
- 21. STC reserves the right to ask Police verification of the engaged workman if the integrity of the personnel found as doubtful. Firm shall have to relieve the personnel of doubtful integrity from JVB immediately as and when asked by STC.
- 22. All necessary insulated wiring in conduits or tubing together with necessary fittings, metal boxes, through and ducts, trailing cables, suitable earthling of machines and elevators etc, shall be supplied and installed by the Contractor in conformity with the Indian Electricity Rules or IS Codes as applicable. System should be capable of withstanding +/- 10% voltage fluctuation. Lighting point and plug point should be provided over the elevator car roof for the purpose of maintenance work. Provision of Battery back-up for lighting inside the Elevator car, so that even in case of power failure the light inside remains "ON". Automatic rescue device should be installed. 3 Way intercom in the Elevator car with necessary wiring for connection from car to the ground floor should be provided.

23. Time schedule for completing the work

The firm is advised to follow the schedule as below for timely completion of the project to avoid any delay penalty. Since JVB (Jawahar Vyapar Bhawan is a busy business building, all the five lifts under the project will not be handed over by STC . Firm should take this in to account that once 3 lifts in phase 1st (Lifts No. 2,6,7) shall be handed over in first phase, and after satisfactorily

completion of these lifts , remaining lifts (1,5) shall be handed over to the firm for Replacement.

Sr.	Milestone	Time allowed
No.		
1.	Submission of Drawing	30 days
2.	Approval of Drawing, submission of Civil and Electrical Works to STC	20 days
3.	Receipt of Material at site for 1st 3 lifts	By the end of 5 months
4.	Installation, Testing & Commissioning of 3 lifts	By the end of 8 months
5.	Receipt of material at site for another 2 lifts along with free running period of 3 months.	By the end of 9 months
6.	Installation, Testing & Commissioning 2 lifts	By the end of 11 months
7.	Free running in period another 2 lifts	By the end of 12 months

Chief Manger (Elect.)
State Trading Corporation of India Ltd.

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Comprehensive Annual Maintenance Contract

(a) General conditions

1. You will perform one servicing of the lift in a month through trained and qualified personnel to provide routine maintenance, examination, and lubrication service according to the standard procedure for the elevators 12 times a year, during normal business hours and when needed in break down too. The firm shall have to attend the elevator as soon as informed and shall ensure round the clock healthiness of the elevators. The AMC shall be governed by the main agreement between STC and the firm as per AMC terms and conditions.

(b) Scope of work and supplies

- **1.** Complete cleaning and terminal tightness checking of the panel of Elevator, Push button etc. Checking of power contactor, relays & other equipment.
- 2 Lubrication of all mechanical items as per lubrication instruction in the Manual Lubricating the guide rails and all other moving parts
- 3 The AMC shall be all inclusive. Repair or replacement of all defective material whatsoever like main motor, controller ,VVVf Drive ,door mechanism ,panel, ropes, pulleys circuit boards and Sub components inclusive of belts rollers, bearings, solenoids, coils, brake shoes, liners, contactors, contacts, relays, coils, push buttons, indicators, controller chocks, magnets and magnetic switches, door operator motor, door operator VVVF drive, car door safety device, limit switches, governor interlocks on hoist way doors and other minor mechanical parts shall be included. Repair or replacement of printed circuit boards, steps rollers, handrail bearings, brake solenoids, coils, brake shoes, contactors, contacts, relays, coils, indicators, controller chocks, magnetic switches, safety switched, limit switches, and other minor mechanical parts shall be included. Checking & Adjustment of brake, both electromagnetic & centrifugal.
- **4** Any modification/replacement of parts if required in electrical circuit of Elevator for smooth operation of elevator is to carried out by the firm free of cost
- 5. The contract is **all inclusive & comprehensive**, and STC shall not pay anything extra on account of material or work man during the contract period.

(C) Systematic Maintenance and Annual Inspection Service:-

The firm will carry out all service safety & equipment safety check monthly/quarterly/yearly like Checking of all safety devices including over speed governor, door safety and other safety switches, limit switches etc in

accordance with relevant safety norms including full load testing. If during safety test, elevator firm finds a non-conformity which makes the equipment unsafe to use as per statuary safety Norms, then, STC reserve right to shut down the equipment until this non conformity is rectified. This shut down period shall not be considered for payments under AMC. **Components will be furnished by the elevator firm free of cost**,

(D) Other terms and conditions

1. Dispute Resolution

The firm will have to enter on the agreement with STC prior to the start of the AMC period . The AMC period shall start after the expiry of 12 months free maintenance (defect liability) period. This Agreement shall be governed by and construed in all respects in accordance with the laws of India and the parties hereby submit to the jurisdiction of the courts of Delhi only in all matters relating thereto.

2. Delay in service during AMC : -

Sr.	Failure duration	Action needed /Penalty
No.		
1.	Intimation of the	To be attended within 48 hours , No penalty
	faults to the firm	
2.	Failure for 5 days	a penalty of Rs. 500 per day for the total
		breakdown period or the total maximum
		penalty of 10% of the monthly service
		charges whichever is higher
3.	Failure for 15 days	No monthly service charge
4.	For 30 days or	No monthly service charge Plus 10% of
	more	monthly charges and same shall be
		attended by STC though any other firm at
		the risk and cost of firm, STC will not be
		responsible for such happenings.

3.0 Prices

The prices are firm inclusive of all taxes & duties, however Service tax shall paid extra as per norms.

4.0 Contract period

The AMC has been awarded for a period of one year after successfully completion of free defect liability period.

5.0 Payment of terms

The payment shall be released by STC, within 30 days, for which you are required to submit the invoice in triplicate along with copy of joint inspection report to the site Engineer, STC(I) Ltd. on quarterly basis.

6.0 Acknowledgement

Two copies of the work order are enclosed herewith, out of which one copy shall be returned in original to us within 7 days from the date of receipt duly signed by the competent authority on each page of the W.O., as a proof of your acknowledgment and confirmation.

7.0 FORCE MAJEURE CONDITIONS: -

For the purpose of this Contract, "Force Majeure" means and event which is beyond the reasonable control of STC or the Contractor, is not reasonably foreseeable, is unavoidable and is not brought about by or at the instance of the party claiming to be affected by such events and which caused the non-performance or delay in performance, and which makes a party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other extreme adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the party invoking Force Majeure to prevent), confiscation or any other action by Government agencies.

The party which is unable to fulfil its obligations under the present contract must within 24 hours from the day of occurrence of any of the causes mentioned in this clause shall inform the other party of the4 existence of the circumstances referred to above, which are responsible for causing delays in performance of the contract.

The party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as it reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

The failure of either party to fulfil any of its obligations under this contract shall not be considered to be a breach of, or default under, the Contract insofar as such inability arises from an event of Force Majeure, provided that the party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objectives of carrying out the terms and conditions of the Contact.

In case of Strike/Labour dispute that prolongs beyond a period of 48 hours, the Contractor is required to inform STC about the same, on account of which STC reserves the right to get the work done from any other agency at the risk and cost of the Contractor.

STC shall not be responsible in any manner for any Act or Omission of the workers engaged by the contactor. No claim in this regard shall be entertained by STC. If by virtue of any law in force, STC is made to pay any amount by way of penalty / damage / fine etc, STC shall recover the amount so paid along with other expenses incurred by STC to defend such cases. It is sole responsibility of the contractor to get his workmen insured under workmen compensation Act & Rules, while at work, as required by relevant rules and regulations of workmen compensation and shall pay compensation, as per Act and provision / rules made there under.

Contractor shall be solely responsible for liaisoning work for obtaining all necessary licenses / permissions from the concerned authorities as required under the various Labour laws, legislations including Labour license from the competent authority under the Contract Labour (Regulation and Abolition) Act, 1970.

8.0 SAFETY DEVICES: -

The contractor shall provide all the required safety appliances to the workers / staff as may be warranted for safety of the workers during the course of the work. Safety devices like Safety belt, Safety Helmet, Safety Shoes, Ear protector, welding glass, welding gloves, Asbestos gloves etc. shall be provided for use by workers during work.

The contractor shall provide personal protective equipment conforming to the IS mentioned below -

(a) Safety helmets conforming to IS-2925: 1984

(b) Safety Belts conforming to IS-3521: 1983

(c) Eye and face protection devices conforming toIS-8520:1977and IS-8940:1978

(d)Hand and body protection devices conforming to

(1) IS-2573: 1975

(2) IS-6994: 1973

(3) IS-8807: 1978 (4) IS-8519: 1977

All the required safety equipment and gadgets should be provided at the site and it shall be responsibility of contractor to provide all safety gadgets, in case any mishappening/accident occurs at site during maintenance of the equipment etc. It shall be the solely responsibility of contractor.

STC(I) Ltd. shall not be responsible in case any type of mis-happening occur at site. All safety precautions must be taken during the execution of work.

9.0 LIABILITY FOR DAMAGES: -

If due to contractor's negligence and / or non-observance of safety and other precautions, any accident / injury occur to any other person / public, the contractor shall have to pay necessary compensation & other expenses, if so decided by the statutory authorities under labour laws and / or rules made therein force from time to time. The firm shall to execute a third party insurance against such happenings for a minimum value of the contract value. Falling which the same will be recovered from the running bill of the contractor or from his security deposit. .

10.0 The Indemnity Clause

The Contractor shall at all times indemnify and keep STC indemnified against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its employees/workmen or agents or by any other third party resulting from or by any action, omission or operation conducted by or on behalf of the Contractor.

The Contractor shall at all times, indemnify and keep indemnified STC against any and all claims of the Employees, Workman, agent(s), employed engaged or otherwise working for the Contractor, in respect of wages, salaries, remuneration, compensation or the like.

All claims regarding indemnify shall survive the termination or expiry of the Contract and shall be recoverable from PBG in addition to any other means..

11.0 WITH HOLDING PAYMENT:-

STC may withhold the whole or part of any payment for work claimed by the contractor, which in the opinion of the order placing authority is necessary to protect himself from loss on account of: -

- A. Defective work not remedied or guarantees not met.
- B. Claims filed against the contractor.
- C. Failure of the contractor to make due payment for material or labour employed by him.
- D. Damage to another contractors/ Corporation property.
- E. Insufficient / Unsatisfactory progress.

When grounds for withholding of payment are removed, to the satisfaction of Engineer in charge /order placing authority the payment of the amount due to the contactor shall be arranged by the Corporation.

12.0 TERMINATION OF CONTRACT: -

STC reserve the right to cancel the contract at any moment without assigning any reason, in case, the contractor fails to carry out work satisfactorily under this contract STC at its discretion can get the work done by another party(s) at the risk and cost of contractor without prejudice to the STC's right under the terms & conditions of this contract and any extra expenditure involved in this regard shall be recovered from the contractor.

Technical Specification

Common for all Lifts

- 1. Type of controller & drive: Microprocessor with VVVF (variable voltage & variable frequency) drive in 4 car Group control with provision of attendant
- 2. Rated speed (Meters/Seconds). :- 2.5.m/ sec
- 3. Mode of control: Microprocessor based quadrupled selective collective

 Operation with or without attendant
- 4. Method of control for main Drive motor & Door Motor, Hoist way: Automatic

 Variable Voltage Variable Frequency (VVVF)
- **5.** Drive motor: 3-Phase 415 V AC, Overload protected, should withstand 10 % Fluctuation in voltage. PM Gearless Machine with motor.
- 6. Carrying Capacity: -- 20 persons as IS / EN
- 7. Position of the machine room: Top of the hoist way
- 8. Position of the counter weight: Anti-parallel with car or as per manufacturers Standards
- 9. Number of car doors: 1
- 10. Type of doors (Car & hoist way):- Automatic Center opening horizontal sliding Doors in SS
- 11. Car enclosure: Stainless Steel Scratch proof Honey Comb Finish with half Length on mirror half height full car width on rear wall and Axial fan(minimum 2 Nos.) for ventilation (Automatic)
- 12. Design, fabrication and testing of elevator confirms to standard /code :- IS 14665/ European Standard
- 13. Power supply: 3 Phase, 415 V, 50 Hz
- 14. Voice Announcement system in the car for position as the car passes or stops at a floor served by the elevator: Yes only for stopping
- 15. Brail symbols :- Yes, on all floors
- 16. No. of entrance in the car: One location front
- 17. Type of Construction :- Cold Rolled steel
- 18. Landing Door: Automatic center Opening Stainless steel Honeycomb finish
- 19. Electric light in the car: Automatic Compact fluorescent light for proper illumination
- 20. Car Flooring: Minimum 20 mm thick Black mirror finish Granite (under firm Scope)

- 21. Indicators car & landing: Direction and Landing
- 22. Over Load protection:-Yes
- 23. Battery operated emergency light and alarm: Yes
- 24. Full height infra-red curtain: Yes
- 25. Automatic Rescue device ARD: Yes
- 26. Hands free press & speak intercom: YES
- 27. FRLS cables, Fireman's switch: YES
- 28. Earthing: To be connected to the existing system
- 29. Car Indicators: All landings
- 30. Overhead: 5000 mm
- 31. Machine room: above Lift will
- 32. Additional COP in Car: Yes
- 33. Door open, Door close and alarm buttons in COP: Yes
- 34. Pit Ladder: Yes
- 35. Door Nudging:- Yes
- 36. Intercom, Music system, CCTV wiring: Yes, (3 Way Intercom wiring only up to Ground floor)
- 37. Floor positioning system: Absolute
- 38. Earthing: To be connected to the existing earting
- 39. Machine Motor, door motor, Controller: As per Manufacturers standards

Specific Technical specifications

Sr.	Parameter	Rating/Specifications			
No.					
		Core 2- Lift No. 1,2	Core 3 (Lift No. 5,6,7)		
1.	No. of lifts	02	03		
2.	No. of stops and	LIFT No. 1:- 22 stops, 22	16 Stops, 16 Openings (B,G,3		
	Opening	openings	,4,5,6,7,8,9,10,11,12,14,15,16,		
		(B,G,3,4,5,6,7,8,9,10,11,12,14,1	17)		
		5,16,17,18,19,20,21,22,23)			
		LIFT No. 2 :- 24 stops, 24			
		openings			

		(B,G,1,2,3,4,5,6,7,8,9,10,11,12,	
		14,15,16,17,18,19,20,21,22,23)	
3.	Car travel	96.5.m	68.5 m
4.	Height of machine	:-Terrace of 23 rd Floor,(102 m	Terrace of 17 th floor
	room level/roof	approxm)	
5.	Car size (inside)	As per existing car or nearer to	As per existing car or nearer to
		IS size.	IS size

Note:- 1. The bidder is suggested to go through the actual site conditions before filing the tender. The Measurement above is tentative only,. The firm is expected to take its own measurements before finalization of drawing etc. and firm shall be responsible for any measurement error

- 2. Part Bidding shall be rejected. Only one make of all lifts shall be entertained.
- 3. In case of contradictions in the tender terms, decision of STC will be final and binding.
- 4. The firm has to provide all the machinery /equipment / mechanism at all landings as indicated however opening of the landing doors in Lift No. 2 (at floor level 1, 2, 3) shall be opened only for accessing CCIC premises. No new landing openings are to be created except for Lift No. 2.

Chief Manger (Elect.)
State Trading Corporation of India Ltd.

SCHEDULE OF FISCAL ASPECT

1	Earnest money (E.M.D.) to	E.M.D =Rs. 6,25,000=00
	be deposited, tender	Tender document fee = Rs. 5000
	document fee	(including VAT)
2)	Time of completion	12 months from the date of issue of LOI
3)	Date of commencement	From the date of issue of LOI
4)	Compensation for delay	1% per week for the delayed section,
	(Liquidated damages)	subject to max. of 10% of contract value (
		for the delayed section only)
5)	Security Deposit	5% of the value of work done at the start of
		the work,
6)	Performance Bank	5% value of awarded value within 15 days
	Guarantee	from date of L.O.I., valid for 60 days beyond
		time of completion.
7)	Release of Security deposit	After satisfactory expiry of Defect Liability
		Period of 12 months
8)	Defect Liability Period	12 months from the date of completion and
		handing over.
9)	Terms of payment	Payment shall on pro rata basis,
		- 50 % of the total work order amount after
		initial inspection and delivery of material at
		site in good condition.
		- 30 % of the total work order amount after
		completion of installation in all respect
		-10 % of the total work order amount after
		testing, commissioning trial run and handing
		over to the department for beneficial use.
		- 10 % of the total work order amount will be
		released after obtaining consent to operate
		the (certificate) from the Govt. of NC.T. of
		Delhi .

e-Qualifying Requirement (P.Q.R.)

Name of Work- Replacement of existing 1386 kg. Capacity, 2.5 m/sec , 05 No. DC drive based lifts by AC VVVF (Variable Voltage variable frequency) based drive lifts , after Dismantling of existing lifts at Jawahar Vyapar Bhawan, 1- Tolstoy Marg, New Delhi

Only those firms can qualify the technical bid, which possess the following prequalifying requirements and shall have to submit the necessary self-attested (sealed) documents along with tender document.

- (I) The bidder should be registered as **A** Class contractor under the category of "lift "with CPWD/MES
- (II) Three similar works each costing not less than Rs. 1,25,00,000 or two similar work each costing not less than Rs. 1,60,00,000=00 or one similar work costing not less than Rs 2,50,00,000 in last 7 years ending last day of the month to the bids are invited.

Similar work means the work of Modernization or S/I/T/C of passenger lifts of speed 2.5 m/s for buildings at least G+20 Stories or above in Central Govt./PSU/State PSU/ State Govt. undertaking.

- (III) The bidder will have to produce satisfactory performance report of the above work experience.
- (IV) The bidder should be financially capable for execution of the work as per NIT specification. For this purpose Average annual turnover during last three financial years (2014-15,2013-14,2012-13,), should be at least Rs. 120 lacks. For this purpose, financial statement / audited balance sheets for above Years should be accompanied.
- **(V)** Bidder should enclose the following with the bid.
- (a) Copy of service tax registration (b) Copy of PF registration or an affidavit stating that bidder has not employed more than 20 persons in case of non-registration with provident fund office
- (c) Copy of TIN No.(d) Copy of PAN card (e) Affidavits as in bid document (f) Certificate for Non-debarring/ Blacklisting from PSUS/Govt./MNC.
- (VI) Bidder should be manufacturer or authorized dealer of OEM (Original equipment manufacturer)
- (VII) The bidder should enclose the Earnest money (E.M.D.) of an amount of Rs. 6,25,000=00 and Rs. 5000=00 as tender fee (including VAT) in the form of

Crossed Bank Draft / Bankers Cheque payable to the State Trading Corporation of India Ltd payable at New Delhi at the time of bidding.

Note:-The technical evaluation of the bids shall be done on the basis of above criterions. The offers if found not fulfilling above conditions fully or partially are likely to be disqualified in the technical bid. STC may ask for originals for verification of the same.

Chief Manager-Elect.
State trading Corporation of India Ltd.

State Trading Corporation of India Ltd. (Data to be supplied by bidder)

Name of the Contract / Work: - Replacement of existing 1386 kg. Capacity, 2.5 m/sec , 05 No. DC drive based lifts by AC VVVF (Variable Voltage variable frequency) based drive lifts, after Dismantling of existing lifts at Jawahar Vyapar Bhawan, 1- Tolstoy Marg, New Delhi

Particulars	
Name and Address of the Firm	
Details of Similar Past work	
experience	
Annual turnover of last threes 03	
(FY) years (Rs.)	
2014-15	
2013-14	
2012-13	
Average Annual turnover of last	
threes 03 FY as above years (Rs.)	
Service tax No	
P.F No.	
PAN No.	
TIN No.	
Registration No. with MES/CPWD	
as A class firm/ contractor, under	
the category " Lift ".	
	Name and Address of the Firm Details of Similar Past work experience Annual turnover of last threes 03 (FY) years (Rs.) 2014-15 2013-14 2012-13 Average Annual turnover of last threes 03 FY as above years (Rs.) Service tax No P.F No. PAN No. TIN No. Registration No. with MES/CPWD as A class firm/ contractor, under

11	Satisfactory performance certificates	
	for the mentioned works	
40	No. Black Balling	
12.	Non- Black-listing certificate,	
	Affidavits enclosed	
13.	Registration No. for MSME/NSE for	
	availing the preferential purchase	
	policy	
14.	Details of tender document fee (Rs.	
	5000.00 (including VAT)	
4.5	Detelle of EMD (De COE Lebbe)	
15.	Details of EMD (Rs. 6.25 Lakhs)	
16.	Complete Bid document signed ,	
	filled (wherever necessary) and	
	stamped as a token of acceptance	

The bidder has to upload the scanned and digitally signed copies of all relevant documents as mentioned above

Summary of Past Work Experience

Sr.	Name of Work	PSU/	Value of	Duration	Details, nature	Satisfactory
No.	Order awarding organisation	GOVT./ Semi Govt./ State PSU/MN C & Private institution s	the work (annual basis) Rs. Lacs	(from to)	of work (as per requirement of satisfaction for PQR	completion certificate attached (Y/N)
1.						
2.						
3.						

Name and Signature of Contractor with seal

Note: - Separate sheets may be attached for furnishing the past work details

Price Bid

Prices for Replacement of existing 1386 kg. Capacity, 2.5 m/sec , 05 No. DC drive based lifts by AC VVVF (Variable Voltage variable frequency) based drive lifts, after Dismantling of existing lifts ,AMC (Annual Maintenance Contract for one year after successful expiry of defect liability period) as per bid document.

(A) For Lift No. 1,2,

S.N	Item description	Qty.	Unit Rate	AMOUNT (Rs.)
1.	Design, Supply ,Installation testing	02		
''				
	commissioning for Lift No.1,2	Lot		
	including Excise duty , Cess , CST,			
	VAT, Exit Tax, Transit Insurance ,			
	Freight up to JVB, & all other taxes &			
	duties except service tax			
2.	Cost of dismantled material	02		
		Lot		
3.	Total Cost (Sr. No. 1 - Sr. No.2)		<u> </u>	
4.	Annual Maintenance cost for one year	for 2 lift	s as per AMC	
	terms (Sr.No 6+ Sr.No.7)			
5.	G. Total			
In wo	ords .			1

(B) For Lift No. 5,6,7

S.N	Item description	Qty.	Unit Rate	AMOUNT (Rs.)
1.	Design, Supply ,Installation testing	03		
	commissioning for Lift No.5,6,7	Lot		
	including Excise duty , Cess , CST,			
	VAT, Exit Tax Transit Insurance ,			
	Freight up to JVB, & all other taxes &			
	duties except service tax			

2.	Cost of dismantled material	03		
		Lot		
3.	Total Cost (Sr. No. 1 - Sr. No.2)			
4.	Annual Maintenance cost for one year terms (Sr.No 6+ Sr.No.7)	for 3 lifts	as per AMC	
5.	G. Total			
In wo	ords Rs.			

(C) Total A(5) + B(5) = Rs	
In words Rs	

Signature, Name and seal of the bidder

- 1. The price comparison shall be done on the basis of (C) i:e Total Cost of the work A(5) + B(5)
- 2. Service Tax shall be paid extra by STC as per extant rules.
- 3. No other format of price submission shall be accepted. Bidder should sign on every page of the bid
- 4. The bidder is required to quote for the complete work, though STC reserve the right to award the work in full of in part.
- 5. Bidder quoting for only one part of the above shall not be considered.
- 6. The offer shall be valid for 90 days from the date of tender opening.
- 7. Leaving an unfilled entry in the price bid against any term shall mean as Zero cost and the bid shall be evaluated accordingly.
- 8. Cost of dismantled material shall be treated as "Sale of scrap" by STC.Tax liability shall be borne by the contractor accordingly.
- 9. If there is variation in statuary tax liability during contract period, the same shall be borne by the contractor except for service tax.

(Chief Manger –E)
State Trading Corporation of India Ltd.