# YASHWANTRAO CHAVAN ACADEMY & DEVELOPMENT ADMINISTRATION

#### **ESTATE DEPARTMENT**

RAJBHAVAN COMPLEX, BANER ROAD, PUNE - 411 007. Phone No. (020) 25608408

#### **E- TENDER**

E-Tender for Dismantling, Restoration & Installation of Lifts including necessary Civil & Electrical Works at Admin Building (G+3 floors) & Sampada (G+5 Floors) at Yashada with One year of on site warranty period and further four years of FCAMC for all lift parts

Cost of Tender Form : Rs. 500 + (GST @ 18% i.e. 90) = 590/- to be paid online.

(Non-refundable)

Earnest Money : Rs. 45,000/- (Refundable)

Security Deposit : 5% (Five Percent) of Accepted Tender Amount

Blank tender forms

Download Period

: 28/03/2022 (09.30 AM) to 22/04/2022 (03.00 PM)

Date of Pre Bid Meeting : 06/04/2022 (03.00 PM)

Last Date of Submission : Up to 22/04/2022 (03.00 PM)

Date of Technical Bid

Opening

: 26/04/2022 (03.00 PM) (If Possible)

#### **DETAILED E- TENDER NOTICE**

# YASHWANTRAO CHAVAN YASHADA OF DEVELOPMENT ADMINISTRATION Raj Bhavan Complex, Baner Road, Pune 411 007. Phone No. (020) 25608408

# E-Tender for Dismantling, Restoration & Installation of Lifts including necessary Civil & Electrical Works at Admin Building (G+3 floors) & Sampada (G+5 Floors) at Yashada with One year of on site warranty period and further four years of FCAMC for all lift parts

Online Lump sum e-tenders are invited, for above work, from Agencies having Certificate of registration as Lift manufacturers and Installation Business as applicable, having experience of similar works for minimum 3 years period, by Yashada and will be received in the form of e-Tenders on or before //2022. Blank tender can be downloaded from <a href="https://mahatenders.gov.in">https://mahatenders.gov.in</a> on //2022 at payment of cost of tender form mentioned below. Tender is also available for perusal on www.Yashada.org.

Cost of each blank tender form : Rs. 500 + (GST 18% i.e. 90) = 590/- to be paid online.

(Non-refundable)

Time period : 90 days

Earnest Money : Rs.45,000/- to be paid online. (Refundable)

Security Deposit : 5% (Five Percent) of accepted Tender cost

Last date and time up to which : 28/03/2022 (09.30 AM) to 22/04/2022 (03.00 PM)

Blank Tender forms will be issued.

Date of Pre Bid Meeting : 06/04/2022 (03.00 PM)

Date & time of receipt of e-tender : Up to 22/04/2022 (03.00 PM)

Date of Tender Opening : 26/04/2022 (03.00 PM) (If Possible)

#### 1. Validity Period:-

The offer of the Agency shall remain valid for acceptance for a minimum period of **120 days** from the date fixed for opening of Envelope No.2 (Price Bid) and thereafter, until it is withdrawn by the Agency by notice in writing duly addressed to the authority opening the tender and sent by Registered Post Acknowledgement Due.

The tender notice shall form a part of the contract agreement.

- **1.1** No Joint Venture allowed.
- 1.2 Right is reserved by Yashada to revise or amend the tender documents fully or part thereof prior to the date notified or amended for the receipt of tender. Such

- deviations/amendments if any shall be communicated in the form of corrigendum or by a letter as may be considered suitable and shall be part of tender.
- 1.3 Pre-bid Meeting shall be held on the designated date. The Interested Bidders may attend the Pre Bid Meeting. Bidders may get their doubts cleared /clarification from Yashada. Minutes of the Pre Bid Meeting shall be uploaded onto the e-tendering portal and shall be available to all Bidders. The clarifications issued, corrigendum if any and the Minutes of the Pre Bid Meeting shall form part of the tender and contract document.
- **1.4** The bidder should enter his offer only at the stipulated place in the price bid.
- **1.5** Right is reserved to reject any or all tenders without assigning any reason thereof by Yashada.
- **1.6** Tenders which do not fulfill all or any conditions or are incomplete in any respect are liable to summary rejection by Yashada. Conditional tenders will be rejected outright.
- 1.7 No alteration in the form of tender, the schedule of tender and no additions in the scope or special stipulation will be permitted.
- **1.8** The tender should be submitted in Technical and commercial bids separately and uploaded online on e Tender portal <a href="https://mahatenders.gov.in">https://mahatenders.gov.in</a>

#### 2. GENERAL

- **2.1 Time limit:** The work contract is for 90 days as specified in the Notice inviting tender which shall be reckoned from the date of written order of commencing the work and shall be inclusive of monsoon period. The contract period may be extended with same rates, terms and conditions, if needed by Yashada.
- **2.2** Tender Rate: Tender rates should be filled in only in the Price Bid (Schedule -B)
- **2.3 Tender Units:** The bidders should particularly note the machineries/quantities/ specifications mentioned in the SCHEDULE-B. No change in the machineries/quantities/ specifications shall be allowed. In the case of difference between rates written in figures and words, the correct rate will be the one, which is lower of the two.
- 2.4 The Income Tax/ GST (TDS) at the rate as prescribed by Yashada shall be deducted from bill amount, whether it is, measured bill, advance payment or secured advance and other charges, as per Government rules. All taxes imposed by the government will be recovered from the amount payable to the agency for services provided. GST shall be paid and/or deducted as per applicable rates. Income Tax and GST TDS shall be deducted as per applicable rates

#### 3. EARNEST MONEY:

**3.1** Earnest money of Rs.45,000/- (in words Forty Five Thousand only) and nonrefundable tender fee of Rs. 590/- (in words Five hundred & Ninety only) should be paid online though respective portal in the software.

- **3.2** Earnest money of the un-successful bidders will be refunded only after an intimation of rejection of their tender is sent to them. Cost of bid will be borne by bidder.
- **3.3** The successful bidder will pay the security deposit amount (5% of accepted tender amount) and complete the tender documents as mentioned in the tender documents
- **3.4** If any technical difficulties arise while filling up e-tender, please contact on toll **free No. 180030702232 at NIC.**
- **3.5** Even though the bidders meet the requirements, they are subject to be disqualified, if they have made misleading or false representations in the forms, statements and attachments submitted in support of the qualification requirements, specified in the Technical Bid.
- **3.6** Price bid will be opened only in respect of those Agencies which are found eligible after scrutiny of technical bid.
- 3.7 In case of insufficient response to this offer, Yashada may extend the period of tender.

#### 4. <u>TENDERING PROCEDURES:</u>

#### 4.1 Envelope No.1 (Technical bid):

The online envelope clearly marked as "Technical bid Envelope -1" shall contain the scanned copies of originals of following Documents in sequential manner:-

- 4.1.1 Proof regarding submission of tender fee and EMD, online challan copies needs to be uploaded.
- 4.1.2 Certificate of Registration of Company.
- 4.1.3 Certificate of valid Lift License by I.E. & L. Dept. Govt. of Maharashtra, Mumbai for installation and maintenance of Lifts.
- 4.1.4 Valid Lift erection license certificate issued by Chief Engineer (Electrical), P.W.D., Mumbai
- 4.1.5 Certificate of registration of GST.
- 4.1.6 Certificate of registration of PAN/TAN Number.
- 4.1.7 The Turnover certificate from CA (chartered accountant) for continuous three financial years out of 2017-18, 2018-19, 2019-20, 2020-21 showing annual minimum turnover related to Lifts installation business not less than Rs. 60 lakhs per annum, As per Annexure-1 (No Balance Sheet shall be uploaded).
- 4.1.8 Self-declaration by bidder that they have not been blacklisted by any Ministry/Department/Govt. Organization of Central/State or any Public Sector Organization or there is no litigation with any Organization on account of similar type of services and Self-declaration by bidder that no Judicial case is pending in court of law against firm as per Annexure-2.
- 4.1.9 Duly signed declaration regarding acceptance of terms and conditions of the tender by bidder as per Annexure 3.
- 4.1.10 Personal and Bank details of bidder as per Annexure 4.
- 4.1.11 Experience certificate / Work Completion Certificate of Supply, installation, testing, commissioning and maintenance work of related to Lifts installation business in 3 out of immediate previous 4 (Four) years i.e. out of the Financial years 2017-18,

2018-19, 2019-20, 2020-21. (Specific work completion certificate /experience certificate specific to the work order shall be produced.)

The bidders should upload all above documents. Only technically qualified tenders Price Bid will be opened.

#### 4.2 Envelope No. 2-(Price Bid)

The bidder should quote rates for total work inclusive of all taxes Excluding GST (other taxes if any), levies, duties & transport in Schedule-B at appropriate place, after taking into consideration the quality parameters as per Make and specifications mentioned in Schedule-B. In case of difference in amounts quoted in figures and words and total, due to any arithmetical errors, the lowest of figures or words shall be considered.

A declaration to the effect that the bidder has fully studied the specifications, local conditions, availability of labour and materials and that the agency has quoted their rates with the consideration to all these factors is to be enclosed.

Even though the Bidders meet the above requirement, they are subject to be disqualified if they have made misleading or false representations in the forms, statements, Annexures and attachment submitted in proof of the qualification requirements.

Record of poor performance such as abandoning the work, not properly completing the contract, inordinate delay in completion of work or litigation history or blacklisting history or financial failures etc., shall be adequate grounds for disqualification of bidder.

#### 5. <u>CRITERIA FOR L1:</u>

- 5.1 The price bid of technically qualified bidders shall be opened and lowest offer of technically qualified bidder shall be accepted. The total bid amount offered in price bid by the bidder in total shall be on the basis of computation of the L1 rates. The acceptance of tender shall be communicated to the Agency by email or otherwise. L-1 shall be finalized on Lowest Quoted amount for Schedule B (Including GST)
- 5.2 The successful bidder will have to sign the original copy of the tender papers according to which the work is to be carried out. Such a bidder shall also have to give a declaration to the effect that the bidder has fully studied the site, specifications, local conditions and availability of labour and materials and that the bidder has quoted their amount with the consideration to all these factors.

#### **6. SECURITY DEPOSIT:**

6.1 The successful bidder shall have to pay 5% of accepted tender amount, as security deposit in the form of NEFT or RTGS/Demand Draft drawn on any Nationalized Bank in favour of The Director General, Yashada or Fixed Deposit in any Nationalized Bank with lien in favour of The Director General ,Yashada whose tenure should be valid for three months more than tender duration payable/submitted within 10 days of communication of acceptance of tender and complete the contract documents within 10 days of payment of security deposit, failing which bidder's earnest money deposit and security deposit will be forfeited to Yashada and Yashada may decide to blacklist such agency for future tenders.

- All compensation or other sums payable by the Agency under the terms of this contract or any other contract or on any account may be deducted from Agency's Security Deposit or from any sums which may be due to him or may become due to him by Yashada on any account and in the event of the security amount being reduced by reason of any such above noted deductions, the Agency shall submit within 10 days of receipt of notice of demand from the HoD Estate and thus Agency shall make good the deficit.
- 6.3 अंदाजपत्रकीय दरापेक्षा कमी दराच्या निविदा प्राप्त झाल्यास त्यांच्या स्विकृती अनुसरण्याच्या सुधारित मार्गदर्शक सूचना शासन निर्णय क्र. सीएटी/२०१७/प्र क्र ०८/इमा-२, मुंबई, दि.२७/०९/२०१८ व शासन निर्ण क्र.सीएटी/२०१८/प्र क्र १२७/इमा-२,मुंबई दि.२८नोव्हेंबर२०१८.
- 6.4 There shall be no liability on Yashada to pay any interest on the Security amount Deposited by or recovered from the Agency.
- 6.5 The Security Deposit shall be refunded after Defect Liability Period. Defect Liability Period shall start from date of Final bill Amount paid.
- **6.6** Defect Liability period for the work is of 5 (Five) years, including one year of warranty period and further four years Comprehensive Maintenance Contract

#### 7. TERMS AND CONDITIONS

#### 7.1 SCOPE OF WORK

- 7.1.1 The Agency shall carry out and complete Dismantling, Restoration & Installation of Lifts including necessary Civil & Electrical Works at Admin Building (G+3 floors) & Sampada (G+5 Floors) at Yashada with One year of onsite warranty period and further four years of FCAMC for all lift parts at Yashada in every respect in accordance with this Tender & Contract and as per the directions of and to the satisfaction of the Engineer in Charge Yashada. The Engineer in Charge Yashada with approval of Yashada issue further written instructions, detailed directions and explanations.
- **7.1.2** Contract shall also include a period of Five years maintenance comprising one year of onsite warranty period and further four years of FCAMC for all installed lifts at Yashada, from the date of payment of final bill of new lifts installation.
- **7.1.3** Entire work shall be carried out as per specification given in tender and as per PWD Specifications and as described in schedule B.
- **7.1.4** The rates quoted by the Agency shall include all necessary sundry materials required to Complete and commission the work.
- **7.1.5** The Agency will have to obtain all necessary approval / permission form all relevant Authorities to fulfill the requirement i.e. Obtaining permission of lift inspector (viz. lift license). YASHADA shall assist only for statutory payments as per actuals and issue necessary permissions/letters in the matter.

- **7.1.6** Agency has to work in close co-ordination with other agencies working at site.
- **7.1.7** All tools / equipment's required for installation of lift should be arranged by Agency. Agency shall provide proper labelling of all visible cables and parts.
- **7.1.8** Transportation charges, loading, unloading, etc. will not be paid extra.
- **7.1.9** The lift installation will have to be open for inspection to YASHADA Representatives, lift Inspector whose order/recommendations shall be binding on the **contactor.**
- **7.1.10** Lockable storage nearby site will be provided by YASHADA free of cost, however the Agency shall be responsible for storage, safety and security to prevent any damage, theft, pilferage of material during execution till the lift is finally taken over by YASHADA.
- **7.1.11** After successful commissioning and handing over of the lift to YASHADA free Comprehensive maintenance service for One year is to be provided by the Agency. The maintenance is to be provided round the clock, as and when, required and there will be no restriction of working hours and working days. This service includes regular examination by trained qualified employees and all necessary adjustment, oiling and greasing and replacement of genuine spare parts, if required to keep the equipment in proper operation during the defect liability period of Five years. The Agency shall submit Certificate of satisfactory completion of the lift installation.
- **7.1.12** After completion of installation, maintenance manual and working drawings, maps, layout charts, circuit Diagram and other necessary literature in triplicate shall have to be supplied, free of cost, by the Agency.
- **7.1.13** All the expenditure incurred towards required testing and quality control shall be borne by the Agency.
- **7.1.14** The Agency shall provide adequate training regarding normal & rescue operation and maintenance of proposed lift installation to operator & guards at his own cost.
- **7.1.15** It will be the responsibility of Agency to ensure that spares required for replacement and its associated equipment's for minimum period of 15 years should be available.
- **7.1.16** YASHADA will not provide any living accommodation during the execution work. The Agency shall manage the same at his own cost.
- **7.1.17** Electrical work, Minor building, masonry work and barricading required during installation of lift at all floors are to be carried out by the employer at his own cost.
- **7.1.18** The scope of work during Defects liability Period.
  - a) The Agency should carry out preventive maintenance of lift once in a month.
  - b) In addition to preventive maintenance round the clock breakdown maintenance Services should be provide by the Agency.
  - c) Any breakdown call should be attended as early as possible within 2 hours from the lodging of the complaint.

- **7.1.19** Sufficient quantity of all kinds of spare parts and material needed to repair all machineries as per Schedule-B should be kept in storage in advance so that the services should not be hampered. Machineries cannot be taken out of Yashada campus. due to any internal repair or for any reason without permission of office / authority.
- **7.1.20** <u>During warranty period / FCAMC period</u> The Agency shall send qualified sufficient skilled Lift technicians as and when required basis during office hours.
- **7.1.21** Third party inspection of work completion shall be undertaken for ensuring compliance of technical requirements as per tender

#### 7.2 Defect Liability Period:

Defect Liability Period for the work is of 5 (Five) Years from the date of completion of work during which Comprehensive warranty is applicable for one year from the date of completion of work of installation of Lifts. During the Defect Liability Period breakdown maintenance work shall be carried out on as and when required basis. Also preventive maintenance shall be carried out during Defect Liability Period on monthly visit basis as per standard norms related to Lifts.

All breakdown / preventive maintenance related Technicians visits during Defect Liability Period shall be registered with dates in book kept in Estate Dept. Yashada.

It is Agency's responsibility to ensure that Original spares of Machines shall be used during Defect Liability period And also be made available in Defect liability period. If breakdown / preventive services are hampered by Agency, written Notice shall be issued to the Agency and Security Deposit shall be forfeited in such incidents.

#### 7.2.1 PREVENTIVE or CORRECTIVE MAINTENANCE SCHEDULE:

- **7.2.1.1** Ensure the smooth running of all the Lifts as per provisions laid down in relevant Indian Standards, The Maharashtra Lift Act 1939 & Rules 1958.
- **7.2.1.2** Examine monthly all safety devices, Governors & make all the customary safety tests.
- **7.2.1.3** Renew all the wire ropes / belts as often as required to maintain and adequate factor of safety to equalize the on all hoisting Ropes / Belts, repair /replace conductor hoist way cables machine rooms & elevator wiring.
- **7.2.1.4** Routine cleaning, oiling, greasing of car & counter weight guides shoes and all other moving parts at least once in a month by Agency's housekeeping team.
- **7.2.1.5** Repair / replacement of Lift machine, worm gear, thrust bearing, drive sleeves, boll bearings, brake contact, lining & motor components & other mechanical parts as and when required. Also repair and replacement of VVVF drive unit, computers, hardware as well as software with repair/ replacement of ARD along with SMF batteries as and when required.

- **7.2.1.6** Repair / replace Controller leveling devices, contactors timing devices Mechanical / Electrical driving equipment & indicator system.
- **7.2.1.7** Replacement of car/ hoist way enclosure doors & frame electrical light fittings are not included in this job however repairs to these parts are included in this job. Any defects due to natural calamity like flooding, fire, water, any misuse or over voltage of electric power supply excluded from this contact.
- **7.2.1.8** Submit record of repairs /service reports duly signed by Engineer In charge / competent authority of each machines for every month. And as when attended during breakdown.
- **7.2.1.9** Attending the break down calls within 2 hours maximum from reporting time for round the clock on all working days from 8.00 AM 8.00 PM at no additional charge, after communication to service engineer or call center. Manual trap calls should be attend within half an hour maximum reporting time on 24 x 7 basis. In case of non-compliance appropriate penalty shall be levied. In case of any fatal or non- fatal accident /incident due to non-compliance of any of these condition agency shall be wholly responsible of any damages or claims for damages and any legal/ criminal action.
- **7.2.1.10** Whenever needed as per the requirement when intimated in advance before 24 hours one technician should be kept at site in case of emergency at YASHADA.
- **7.2.1.11** Periodical examine faulty emergency lamps in the car shall be replaced during regular inspection and preventive maintenance of the lift. For which fusible lamps shall be provided by Yashada.
- **7.2.1.12** Agency shall provide for Renovation of Lift Licenses Attending Lift Inspection from Lift Inspector, Office Pune whenever required as per standard norms (i.e. per yearly) for which legal charges against receipt in original shall be paid/reimbursed by Yashada.

#### **7.3. PAYMENT:**

Schedule of payment shall be as follows:-

- 1) 70% against receipt of material on site
- 2) 15% on completion of work i.e. commissioning of lift and certification by Inspector of lifts/competent authority.
- 3) 15% progressively as per schedule mentioned in para 7.3.5
- 4) 5% Security deposit shall be refund after satisfactory work completion of contract and completion of defect liability period.
- **7.3.1** All payments shall be made in Indian currency. The payment will be released after ascertaining that, Engineer in Charge Yashada have certified the measured work and bill as satisfactory. After certifying the same, and thoroughly checking by Engineer-

In- Charge and /or HoD Estate shall process the bill for payment. The Final bill shall be accompanied by completion certificate duly signed by Engineer in Charge Yashada and HoD Estate and shall be paid accordingly. No payment shall be made in advance.

- 7.3.2 During execution of work, if the additional and altered work includes any class of work for which no rate is specified in this contract, then such class of work shall be carried out at the rates entered in the current schedule of rates of the PWD. For such additional and altered work if rate are not present in current schedule of rates of the PWD, then Rate Analysis shall be done by Engineer in Charge Yashada as per rates which are mutually agreed by Yashada & Agency. Only after obtaining prior approval in writing from competent authorities at Yashada, such additional and altered work shall be executed by Agency.
- **7.3.3** Yashada shall have right to forfeit the amount of the security deposit or the part thereof in case of breach of contract by the agency. Yashada, in such cases of breach of contract reserves right to blacklist the agency.
- **7.3.4** After submitting the bill to Estate Dept. Yashada, payment against the work done shall be paid provided bills being in order, and as per tender conditions. Unsatisfactory work shall be redone by agency as per instructions given by the Engineer in charge and HoD Estate . Unsatisfactory work shall be considered as breach of contract.
- **7.3.5** Against Successful Dismantling ,Restoration, Installation, Testing and commissioning of Lift's 85 % of Quoted Amount will be paid upon inspection by Yashada Authorities as per the clause 7.3 The balance amount shall be paid in tranches after satisfactory completion of contract as given in table below.

Sr. no.	Task to be completed	Amount to be Released every year after successful completion of task outlined in the adjoining column		
1.	Successful completion of One year warranty period	1 % of quoted amount		
2.	Successful completion of first year of CAMC period	2 % of quoted amount		
3.	Successful completion of second year of CAMC period	3 % of quoted amount		
4.	Successful completion of third year of CAMC period	4 % of quoted amount		
5.	Successful completion of fourth year of CAMC period	5% of quoted amount		

**7.3.6** Payment shall be made after delivery of items as per specifications and rates quoted by vendor and as per terms and conditions of the tender. The Lift units and the material supplied and installed by vendor/Agency shall be as per the make and specifications quoted by tenderer.

#### 7.4 **RISK PURCHASE**:

If Agency fails to complete the work within time limit/extended time limit given with prior sanction, uncompleted/ balance work shall be carried out by third party at risk and cost of Agency, with prior 30 day's notice by Yashada. Such amount shall be debited from the agencies bill / due amount.

#### 7.5 PENALTY

- **7.5.1** In case of breach of contract, Yashada reserves the right to terminate the contract after forfeiting the security deposit and getting the balance contract executed from third party at the risk and the cost of the agency terminated and Yashada may take action of blacklisting the agency for future tenders.
- **7.5.2** In case of delay beyond the contract period of Lift installations i.e 90 days from the date of work order fine/penalty amount of Rs. 5000/- per day shall be levied by Yashada, maximum limited up to 10 % of contract value. In case of penalty amount exceeding the limit contract shall be terminated.
- **7.5.3** Yashada shall have right to forfeit the amount of the security deposit or the part thereof in case of breach of contract by the agency. Yashada, in such cases of breach of contract reserves right to blacklist the agency.
- **7.5.4** Wherever applicable, the Agency is responsible for and shall regularly make payment of contribution to the Provident Fund (including employers & employees contribution), Employees State Insurance Corporation, Deposit Linked Insurance Scheme and all other statutory dues that may become due or payable by the Agency for the manpower deployed by them for the service provided to Yashada.
- 7.5.5 The Agency shall submit satisfactory completion report along with quarterly bills, viz bills shall be submitted every three months for three months period. The payment against the work shall be paid within 30 working days provided bills being in order, by Yashada. Payment of running bill to Agency should be made only after satisfactory completion report of various areas shown in Schedule-B. Unsatisfactory work shall be redone by agency as per instructions given by the Engineer in charge / HoD. Continuous unsatisfactory work shall be considered as breach of contract.
- **7.5.6** Agency should submit deployed staff details including bio-data and photographs details as per following to Estate Dept. Yashada.

Sr. no	Xerox copy of all documents
1.	Identity card of employees
2.	Pan card
3.	Aadhar card
4.	Police verification certificate

- **7.5.7** Yashada reserves right to reject any or all tenders without giving any reasons.
- **7.5.8** For payment purpose, increase/decrease in machines shall be calculated on prorata basis and accordingly addition/reduction in claim shall be paid regarding work done as per Schedule-B.
- **7.5.9** In case agency fails or neglect to put equipment / machinery in proper working conditions and order within the stipulated period of 24 hours or period decided by Engineer In charge/HoD Estate (on case basis), Agency shall be liable to penalty at the following rates per day. Rs. 1000/- per Lift per day. maximum limited up to balance contract value. In case of penalty amount exceeding balance contract value, the security deposit amount shall be forfeited. Appropriate penalty not exciding the amount mentioned above shall be levied in case of non-observance of requirements clause 7.2.1.9
- **7.5.10** In case of breach of contract, Yashada reserves the right to terminate the contract after forfeiting the security deposit and getting the balance contract executed from other agency at the risk and the cost of the agency terminated and Yashada may take action of blacklisting the agency for future tenders.
- **7.5.11** Yashada reserves the right to refer any work related queries to competent outside agencies to resolve the query, arising out of CAMC. Findings /resolutions will be binding to the Agency.
- **7.5.12** Maximum acceptable non-working of machinery / equipment of Lift working will be 24 (Twenty Four) hours for any equipment / machinery. However if this limit is crossed the Agency will be liable for penalty as per clause **No.7.5.9** above Provided in case of some practical situation Engineer In charge or competent authority may take decision about remission of penalty on documentary evidence.
- **7.5.13** The responsibility of maintaining machineries efficiently & uninterrupted is that of the Agency and amount of penalty, in case of default, will be recovered from the bill per no. per day basis. If the device is not maintained at any time in three months or the device is in closed condition then the payment will not be made due to non-servicing.
- **7.5.14** Yashada reserves right to reject any or all tenders without giving any reasons.
- **7.5.15** For payment purpose, increase/decrease in Items shall be calculated on no. basis, and accordingly addition/reduction in claim shall be paid regarding work done related to as per Schedule-B.

#### 7.5.16 Handing over and Taking Over of Lifts: -

The vendor will carry out detailed inspection on the date of handing over AMC and bring the machines working in good condition to the notice of YASHADA, Agency is also expected to hand- over entire machinery in good working conditions on date of completion of contract.

#### 7.6 <u>LEGAL INSTRUCTIONS</u>

- **7.6.1** Any error in description or in quantity or omission of the item in the Schedule-B shall not vitiate this contract.
- **7.6.2** Agency shall be liable for any accident, loss, death, injury to persons at Yashada or any place for damages of any kind to life or property in the course of this work. The Agency shall indemnify Yashada against any claims related to the above.
- **7.6.3** The Agency shall not sublet the work.
- **7.6.4** Agency has to submit the documents related to Agency's office address, telephone number, mobile number and FAX number in respect of which the documents related to bank have been submitted in writing to YASHADA. If it is to be changed, it will be mandatory for the Agency to provide prior intimation to YASHADA.
- 7.6.5 During the course of work under this contract, the Agency shall ensure that no Damages to YASHADA's property and personnel occurs. If any such damage occurs of this work, the Agency shall be liable to make good the same to Yashada and the affected persons. In case of default, the recovery of such damages will be made from agency's bills. The Agency shall indemnify Yashada from any claim arising due to any such incident caused by the agency.
- **7.6.6** The employees deployed by the agency at the Yashada shall be its own employees under their exclusive management, supervision and control and Yashada shall in no way be responsible or liable for their wages.
- **7.6.7 INDEMNITY** The agency shall at all times keep Yashada effectually indemnified against all actions, suits, proceedings, losses, costs, damages, charges, claims and demands in any way arising out of or by reason of anything done or omitted to be done by the Agency and against all costs and expenditure incurred by YASHADA in that respect. The Agency shall also keep YASHADA indemnified against all claims for compensation under the provision of any law for the time being in force / brought in to force by or in respect of any Employee deployed by the Agency in carrying out the obligations under the contract and against all costs and expenditure incurred by YASHADA in connection there with. YASHADA shall be entitled to deduct any amount due from all money payable to the agency by way of compensation as aforesaid or of any other nature and costs and expenses in connection with any claim thereto. For this purpose an Indemnity Bond will have to be executed by the Agency, before commencement of work.

#### 7.7 <u>INSTRUCTIONS FOR CONTRACT EXECUTION</u>

**7.7.1** The Agency shall take instructions from the HoD Estate/ Engineer In charge under this contract and complete the work within the time specified. The Agency shall ensure proper co-ordination with the Estate department of Yashada.

- 7.7.2 The material storage space, supply of water and use of electric energy required for work shall be made available by Yashada. All the materials used in the works under the contract shall be genuine, original, new and of the same make as mentioned in Bill of Quantities and Specifications. The workmanship and material shall be as per specifications and as prescribed in relevant latest edition of B.I.S. code and to the entire satisfaction of the HoD Estate/ Engineer In charge. Safe storage of the Agency's material in Yashada campus will be Agency's sole responsibility.
- **7.7.3** The Agency shall be responsible for removing the debris arising out of the works under this contract and shall ensure that the site is cleared of all such debris by proper disposal and shall also be responsible to clear if any leakages appears due to A.C. water piping without any extra payment, whatsoever.

#### 7.8 <u>SAFETY MEASURE</u>

- **7.8.1** The Agency shall take all necessary precaution for the safety of the workers and preserving their health while working in such job as require special protection and precautions. The Agency shall also comply with the direction issued by the HoD Estate/ Engineer In charge in this behalf from time to time.
- **7.8.2** It is responsibility of Agency, the workmen employed by agency should at all times during work shall wear appropriate safety equipment. Every incidence of noncompliance of such instructions will be penalized. Agency shall be liable and responsible for any compensation or damages to its workmen employed at the site for execution of this work against injury or loss of life. Agency shall indemnify Yashada from any cost or legal actions resulting from such injuries, loss of life to agencies workman.
- 7.9 Agency is required to keep strict vigilance on their Machineries, if any tampering to any units is noticed same shall be immediately reported to Engineer In Charge. The agency itself to decide the monitoring schedule for detecting tampering related to Machineries/ unit depending on their experience. No payment shall be paid by Yashada due to such incidences for any damages.
- **7.10** The License or permits for the material etc. required for this Contract shall be obtained by the Agency directly from the authority concerned at Agency's own cost.
- **7.11** All the workmen deployed by the Agency at Yashada shall abide by the disciplinary procedures, rules and regulations laid down by Yashada from time to time.
- **7.12** All persons deployed by the Agency shall at all times be medically fit. The employees deployed by the agency should always wear prescribed uniforms while on duty if any.
- **7.13** The Agency should co-operate with all other agencies working in the project. It would also ensure that its activities do not disturb officials, participants and campus residents of YASHADA.
- **7.14 Agreement** The successful bidder has to execute Agreement on Stamp paper. The necessary stamp duty charges shall be borne by the Agency whose tender is accepted,

- as per Govt. of Maharashtra Circular, नोंदणी महानिरीक्षक व मुद्रांक नियंत्रक, पुणे, महाराष्ट्र राज्य, यांचे अ.शा.पत्र क्र. 005/म्./प्र.क्र.20/17, दिनांक 18/8/2017.
- **7.15 Dispute:-** Any dispute arising out of the terms and conditions of this contract or in the interpretation of any clause herein shall be settled by mutual discussion between the nominated authorities of the Yashada and the authorized representative of the Agency.
- **7.15.1 Settlement of Disputes**: All disputes or differences of any kind whatsoever that may arise between the YASHADA, and the Agency in connection with or arising out of the contract or subject matter thereof, whether during the progress of contract or after its completion shall be settled as under;
- **7.15.2 Mutual Settlement :-** All such disputes or differences shall in the first place be referred by the Agency to the YASHADA in writing for resolving the same through mutual discussions, negotiations, deliberation etc. associating representatives from both the sides and concerted efforts shall be made for reaching amicable settlement of disputes or differences.
- **7.16 Settlement through Court :-** It is a term of this contract that the Agency shall not approach any Court of Law for settlement of such disputes or differences.
- **7.17 Jurisdiction of Courts :-** Jurisdiction of courts for dispute resolution shall be PUNE only.
- **7.18 Termination of Agreement:** During the period of this agreement, Yashada shall have the right to terminate this agreement, if Yashada is not satisfied with the performance of the Agency by giving 30 days' notice in writing, uncompleted/balance work shall be carried out by third party at Risk and Cost of Agency terminated, also Security Deposit shall be forfeited in such incidents.
- **7.19 Force Majeure :-** When an extraordinary event or circumstance beyond the control of the parties such as a war, strike, riot, crime, or an event described by the legal term "act of God" (such as flooding, earthquake, or volcanic eruption), prevents one or both parties from fulfilling their obligations under the contract. In such situations decision of "Director General YASHADA" will be a final decision & binding on both the parties.

#### SPECIAL INSTRUCTIONS TO BIDDERS

- i. The bidder should study all the tender documents carefully and understand the tender contract conditions and specifications etc. before quoting the tender. If there are any doubts, they should get clarifications by contacting with Engineer In charge in Estate Dept. Yashada but this shall not be a justification for submission of late tender or extension of opening date.
- ii. The bidder must obtain for himself on his own responsibility and at his own expense, all the information which may be necessary for the purpose of filling this tender and for entering into a contract for execution of the same and visit the site and acquaint himself with the site conditions before quoting.
- iii. The bidders are requested to visit the site of works familiarize themselves with the locality and ascertain the availability and cost of all the materials and labour and any other information necessary for quoting for the work. No excuse regarding lack of information or details, affecting the tender cost shall be entertained after receipt of tender and the bidder shall be deemed to have full knowledge of all relevant details.
- iv. The bidder should quote his offer as stipulated in Price Bid SCHEDULE-B in tender document
- v. The quoted rates in Schedule-B shall be valid for acceptance by Yashada for 120 (One hundred and twenty) days from the date of opening of the Tenders.
- vi. Within 10 days of the receipt of the LoA, the successful bidder shall be bound to deposit security deposit as described earlier and Implement the contract by signing an agreement in accordance with the Terms and Conditions of Contract work order shall be issued immediately after signing the agreement.
- vii. Yashada do not bind itself to accept the lowest or any tender and reserve to themselves the right to accept or reject any or all the tenders either in whole or in part without assigning any reason for doing so.

#### Annexure – 1

(To be scanned and uploaded in technical Envelope) (Printed on letter head of Chartered Accountant)

#### **Turnover Certificate**

Name of the Company/Firm/Agency:			
Address of the Company/Firm/Agency:			

This is to certify that I have verified the annual turnover of the Company/firm/Agency named above for business related to supply and installation of new Lifts and maintenance work and it is as mentioned below; and that it is correct.

Sr. No.	Description	Financial Year 2017-18 Rs. (both, in figures and words )	Financial Year 2018-19 Rs. (both, in figures and words )	Financial Year 2019-20 Rs. (both, in figures and words )	Financial Year 2020-21 Rs. (both, in figures and words )
1.	Annual Turnover in respect of Supply, Installation, Testing, Commissioning and Lift maintenance work.				

Place :-	
Date :-	

Name, Address, Signature and Seal of the Chartered Accountant

## Annexure-2

(To be scanned and uploaded in technical Envelope)
(Printed on letterhead of firm/ company)
Self-Declaration regarding not being blacklisted

			Proprietor/Director/Authorised signatory of
hereby dec	clare that lertaking	we are not bl	lack-listed by any Central/State Government/Public organisation for business related to Lift instalation
We	are not in	nvolved in any	y litigation that may have an impact on execution of
contract or	may comp	promise the deli	ivery of service as required under this tender.
The	re is no	Judicial case	pending in court of law against this Company/ firm/
Agency.			
			(Signature of Authorized Person)
Place:			
Name			
Date :			Designation
			Address:
			Seal

## Annexure-3

(To be scanned and uploaded in technical Envelope) (Printed on letterhead of firm/ company)

# **SELF DECLARATION**

6.1.	Declaration as regards acceptance of terms and conditions of contract
1.	I Shri. /SmtProprietor / Director /
	authorized signatory of the Company/Firm/Agency M/s
	am competent to sign this declaration and execute this
	tender document;
2.	I have carefully read and understood all the terms and conditions of the tender and
	undertake to abide by them;
3.	The information/documents furnished along with the tender are true and authentic to
	the best of my knowledge and belief. I / We, am / are well aware of the fact that
	furnishing of any false information / fabricated document would lead to rejection of
	my tender at any stage, besides the liabilities towards prosecution under appropriate
	law.
	(Signature of Authorized Person)
	<u> </u>
Date :	Designation
	Address:

#### **Annexure-4**

(To be scanned and uploaded in technical Envelope)

#### Personal & Bank Details for RTGS

## All columns are mandatory

Sr .No.	Personal Detail	
1.	NAME OF THE	
	COMPETENT PERSON &	
	AGENCY	
2.	ADDRESS OF THE	
	AGENCY	
3.	CONTACT DETAILS	1) LANDLINE NO. :
		2) MOBILE NO.:
		3) e-mail ID :
4.	PAN NO.	
5.	GST NO. –	
Bank Detai	ils –	
1.	NAME OF THE AGENCY	
	FOR RTGS	
2.	NAME OF THE BANK	
3.	CITY OF THE BANK	
4.	ACCOUNT NO	
5.	ACCOUNT TYPE	
6.	BRANCH CODE	
7.	ADDRESS OF THE	
	BRANCH	
8.	IFSC CODE	
9.	MICR NO.	

# 

# PRICE BID (SCHEDULE-B)

# NAME OF WORK: Dismantling, Restoration & Installation of Lifts including necessary Civil & Electrical Works at Admin Building (G+3 floors) & Sampada (G+5 floors) at Yashada with One year of on site warranty period and further four years of FCAMC for all lift parts

Sr. No.	Item Description	Qty	Unit	Rate	Amount
	Admin Building (G+3 Floors) and MDC				
	Building (G+5 Floors)				
1	SITC of Electric Traction Passenger Lift with	2	Job	1519881	3039762
	Job 1271313 248568 1519881				
	• Rated capacity :- 10 Passenger/680Kg				
	• Floors :- G+1 floor (2Stops/2 Landings)				
	• Travel :- 3 to 4.2 mtrs				
	• Location of Lift Machine:- MR/MRL				
	• Rated speed :- 1.0mps VS				
	• Doors type :- COPO/TOPO Doors with frame				
	having clear				
	opening of 800 mm wide x 2000 mm high made				
	from SS 304				
	grade sheet of 1.2 mm, thick in hairline finish for				
	car and all landing doors with SS door architraves/frames				
	• Lift car enclosure made from SS 304 grade				
	sheet of 1.00 mm,				
	thick with hairline finish with frame made from				
	MS girders, , with Toe Guard Apron, with				
	necessary false ceiling with adequate LED				
	lights, blower/fan for ventilation & SS Granite				
	flooring, handrails, mirror, emergency light etc.				
	• COP with SS face plate having metallic push				
	buttons with				
	Braille Code & luminous indicator around				
	button with FPI,				
	scrolling UP/DN LED indicator & with/without				
	attendant key				
	switch, OWD with audio-visual alarm, Hindi &				
	English with intercom system with telephone				
	instrument in Lift car, LMR & FCC/ground				
	floor Clear Car size of 1200 mm wide x 1400				
	mm deep x 2100 mm				
	• LOP with SS face plate having recess/surface				
	push button box for all landings with scrolling				
	UP/DN LED indicator having				

metallic push buttons with Braille Code & luminous indicator around button with CPI. Lift car arrival & next travel direction audio-visual indication at all landings • Lift controller based on microprocessor/ PLC with VVVF Drive having closed loop control system, with IBMS compatible having necessary port, control panel duly wired with proper size & strength copper wire for power & control circuit, with provision for addition of floor/ control card & allied accessories control panel having enclosure of 1.5mm CRCA sheet with powder coating with IP54 Protection class • ARD complete with necessary SMF VRLA batteries • Fireman controller having fireman switch at fire Landing, • CCTV surveillance system comprises of 1nos minimum 2.0MP FHD IP based vandal proof Dome camera in lift car & in LMR/inside lift shaft top aimed on Lift machinery & controller with NVR kept in LMR/FCC with HDR data backup for 60 days with 18" FHD TV monitor, to be kept in FCC/LMR as directed by Engineer In Charge. • Lift Machine of Gearless Permanent magnet of suitable kW with Traction pulley, OSG, electromagnetic brakes, entire assembly mounted on adequate size girders duly fixed on LMR floor/ shaft walls complete with main/diverter traction sheaves, suspension wire ropes/belts of adequate size & strength • Other mechanical parts such as 'T' section adequate size guide rails for car & counter weight with brackets fasteners, counter weight frame with necessary blocks, buffers with necessary support arrangement, MS pit ladder etc. erected with necessary steel work • Minor civil work for alteration if any and erection of door frames and accessories, erection buffers, erection of lift machinery, adequate size core cuts if required & scaffolding for erecting guide rails fixing of girders for mounting lift machine etc. complete as per specification no. LFT. • Lift shaft available having clear size of (1800mm wide x 1750 mm deep ,1500 mm Pit

			1		
	depth 5000 mm Overhead.				
	(I/P- 17-1/4/249)				
	MAKE :- SCHINDLER / KONE /				
	MITSUBISHI				
2	A For Lift travelling up to six floors or at a	2	Upto 6	160270	320540
	speed of 1.0 mps, add	2	Floors	100270	320340
	as below.		1710018		
	,				
	$\mathcal{E}$				
	high clear entrance in 1.2mm thick SS 304 grade				
	landing door [Two panel], this includes all				
	necessary accessories like LOP's with UP/DN				
	buttons-arrows indicators, extension of guide rails, shaft wiring with trunking, traveling				
	, ,				
	cables, main hoisting ropes/belts, & OSG rope				
	landing doors with all accessories etc. necessary				
	for the normal safe functioning of lift installation				
2	complete (I/P- Add On A-2 / 270)	2	0-4	122200	264619
3	B If there is additional automatic car door,	2	Set	132309	264618
	add as below.				
	For Lift car having 800mm wide x 2000mm				
	high clear entrance				
	having 1.2mm thick SS 304 grade sheet car door [Two panel]				
	complete with required accessories like door				
	operator mechanism with drive, required				
	Aluminium sill, infrared curtain & necessary				
	wiring with interlocking arrangement etc.				
4	complete. (I/P- Add On B-2 / 275)	2	Each	31974	63948
4	C For Full Collective control system, add as below.		Eacii	319/4	03948
	below. 1. For Lift travelling above First floor & up to				
	Sixth floor (I/P- Add On C-1 / 277)				
5	D For additional 2MP Camera along with	2	Each	15741	31482
	necessary accessories at Home Landing, add	<u> </u>	Lacii	13/41	J1 <del>1</del> 02
	as given.				
	(I/P- Add On D-1 / 277)				
6	For Half Glass vision panel with SS 304 grade	10	Each	3261	32610
	doors Frame with fire rated laminated glass.	10	Lacii	5201	32010
	i uvursitatte witt tile taleu lallillaleu elass. – 1	ı	1	1	
	a do to traine with the ratea laminated glass.				

7	D:	2	T - 1-	20256	50710
7	<b>Dismantling</b> the existing 4 to 7 Passenger lift of	2	Job	29356	58712
	all types travelling G+1 floors (2				
	Landings/2Stops) having with auto/manual				
	operated doors for lift car & all landings with				
	door frames, guide rails, controller, wiring				
	buffers, Lift Machine, ropes complete with all				
	allied accessories of Lift and making the site				
	clear in all respect complete with refilling the				
	holes with cement mortar & making the site as				
	original this job includes transportation of the				
	dismantled material up to division/section store				
	and handing over to the section engineer/store				
	keeper in charge complete. (I/P-17-3-1/287)				
8	If there are addition of floors for lift	6	Floor	1820	10920
	travelling up to six floors, add as given below				
	1 For 4 to 7 passenger lift of all types (I/P- Add				
	On A-1 /288)				
	Total Amount				3822592
	GST@18%				688067
	Total Amount				4510659
9	<b>Buyback Cost of Dismantled Lift</b>	2	Job	30000	60000
	Total Estimated Amount (4510659 - 60000)				4450659

Total Amount quoted in Schedule - B (Including GST) =	/-
(In words Rs	)

# $L\text{-}1 shall be finalized on \ Lowest \ Quoted \ amount for \ Schedule - B \ (Including \ GST)$

GST shall be paid and/or deducted as per applicable rates. Income Tax and GST TDS shall be deducted as per applicable rates

#### **Notes**

- 1) General: Job includes entire procedure of obtaining all necessary erection permissions & "License to Work the Lift" from Electrical Inspector (Lifts) with submission to the Engineer In Charge.
- 2) Warrantee: Job covers One year onsite warrantee for all the Lift parts with extended four years FCAMC as per the maintenance schedule.

## Note 1 and 2 above shall be included in item description.

- 3) The Electric power supply of 415 volts, 3 phase 4 wire,50Hz shall be made available up to Lift controller, and as per the provisions laid down in relevant The Electricity Safety Regulations 2010[with Amendments up to date], Indian Standard, The Maharashtra Lift, escalators & moving walkway Act 2017 & relevant Rules, the separate cables for lighting and power & shall be erected through lift shaft only with 2nos distinct earth connections from lift machine & controller
- 4) The technical specification of Lift duty motor, control panel, brakes, guide rails, and guide shoes, lift car frame, car, counter

weight and suspension, lift safety gear and governor, buffer, lift doors, locking device and contacts, lift wire rope of lifts shall be as per actual requirement of the job.

- 5) work shall be carried out as per PWD CSR Electrical detailed specifications and as per instructions given by Engineer in charge and HoD Estate, Yashada.
- 6) The rates change in GST shall be applicable and paid by Yashada from time to time.