

TENDER FOR ANNUAL COMPREHENSIVE MAINTENANCE OF 4 NO. JOHNSON MAKE LIFTS INSTALLED AT PRITHVI BHAWAN, LODHI ROAD, NEW DELHI

The Ministry of Earth Sciences invites E-tender from OEM (Original Equipment Manufacturer) of Johnson make lifts or Eligible Enlisted contractors of CPWD in appropriate class (Lift/Composite) (with a letter of consent from OEM in the prescribed format) for Annual Comprehensive maintenance of Johnson make Lifts installed at Prithvi Bhavan, Lodi Road, New Delhi.

The bidders are required to visit Prithvi Bhavan to see the actual installations to assess the quantum of work involved before submitting the tender. Once the tender is submitted, it will be deemed that the bidder has seen and understood the complete scope of work involved.

This is an E-Tender and the Technical & Financial Bids are to be submitted On-Line only on <http://eprocure.gov.in/eprocure/app>. Interested Tenderers are to participate in E-tendering and such tenderers should have a Digital Signature for the purpose of participation in the E-Tender process. The “Instructions for online Bid Submission are given at Annexure I”. A Pro-forma for “Tender Acceptance Letter” is at Annexure II which is also to be filled in and submitted with the Technical Bid.

The tender document contains the following:

Annexure-I	Instructions for Online Bid Submission
Annexure-II	Form of Tender acceptance Letter
Annexure-III	Annual Turnover
Annexure-IV	Details of the completed works of similar nature
Annexure-V	Letter of Consent from OEM
Annexure-VI	Details of Personnel Capabilities
Annexure-VII	Proforma for Performance Bank Guarantee
Annexure-VIII	Price Bid
Annexure-IX	Letter of Application
Annexure-X	Bid Security Declaration Format
Annexure- XI	Declaration of not blacklisted /not involved in any litigation
Annexure- XII	Check list for technical evaluation of the firm to be filled up by the bidder

Open Tender No. MoES/7/8/2013-Genl.

Document Control Sheet

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|---|--|
| 1. Open Tender No. | MoES/7/8/2013-Genl. |
| 2. Name of Organization
SCIENCES | MINISTRY OF EARTH |
| 3. Last date and time for downloading
Tender document | 16/09/2020 (15:30 Hrs) |
| 4. Last Date and Time online submission of
Bid & submission of EMD | 16/09/2020 (15:30 Hrs) |
| 5. Date and Time of Opening of Technical Bid | 17/09/2020 (16:00 Hrs) |
| 6. Address for communication | Director (General Admn.)
MINISTRY OF EARTH SCIENCES
PRITHVI BHAWAN
New Delhi – 110003
Tel. 011- 24669510 |

2. Pre-qualification Conditions: -

2.1 Pre-qualification will be based on meeting the following minimum criteria regarding the Applicant's experience, personnel and financial position, as demonstrated by the Applicant's responses in various forms attached along with the Letter of Application (**Annexure – IX**).

2.2 The Applicant must meet the following minimum criteria for pre-qualification:

- (a) Average annual financial turnover for related works during the last three financial years, ending March **31st, 2020 should be Rs. 5,00,000/-**
- (b) Experience of having successfully completed similar works during last 05 (five) years ending last day of month previous to the one in which applications are invited should be either of the following: -
 - (i) Three similar completed works costing not less than Rs. 2.4 lakhs
or
 - (ii) Two similar completed works costing not less than Rs. 3 lakhs
or
 - (iii) One similar completed work costing not less than Rs. 4.8 lakhs
- (c) Definition of "Similar Works" i.e. The Firm/ Agency/ Contractor should be **an authorized contractor of M/s Johnson Lifts Pvt Ltd. or Eligible Enlisted contractor of CPWD in appropriate class(Lift/Composite) with a letter of consent from OEM of Johnson** (Annexure-V) and should have rendered their services for maintenance of similar works i.e. annual comprehensive maintenance of Johnson make lifts during last five years ending last day of the month previous to the one in which applications are invited for any government sector (Central or State) or Public Sector Undertaking (PSU) satisfactorily. The works completed up to previous day of last date of submission of tenders shall also be considered.
- (d) The work involves comprehensive maintenance of Johnson make 03 Passenger Lifts & 1 Goods Lift.
- (e) The intending bidder who fulfills the following requirement shall be eligible to apply. Joint ventures are not accepted. The Bidder should be OEM (Original Equipment Manufacturer) of Johnson make lifts or Eligible Enlisted contractor of CPWD in appropriate class (Lift/Composite) should have letter of consent from OEM of Johnson make lifts to carry out AMC in the format (Annexure-V) attached in tender document.

Note: The lifts installed in MoES are manufactured by M/s Johnson Lifts Private Limited. They were commissioned in the year 2011-12.

- (f) The intending bidder must read the terms and conditions & also the maintenance manual of CPWD for lifts. He should submit his bid only if he considers himself eligible and he is in possession of all the documents required.
- 2.3 Copy of PAN/TIN No., Goods & Service Tax (GST) No., Income Tax Clearance Certificate to be furnished/enclosed.
- 2.4 Firm's Registration Certificate, and Valid License of operating/maintenance of Lifts, letter of consent from OEM of Johnson make lifts to carry out AMC to be furnished/enclosed (Fill in **ANNEXURE - V**).
- 2.5 Personnel Capabilities: The Applicant must have suitably qualified personnel to execute the contract (Fill in **ANNEXURE - VI**).
- 2.6 The agency should not be blacklisted by any Department/Ministry of the Government of India or any PSU or any other organization (**Annexure-XII**) on the firm's letter head with seal & authorize sign.).

3.Tender Fees:

No tender fees is applicable to this tender. The tender can be downloaded from the Ministry website (www.moes.gov.in) or Central Public Procurement Portal (CPP Portal) (www.eprocure.gov.in).

4. Earnest Money Deposit (EMD) & Contract Performance Guarantee: -

The tenderers are required to deposit Demand Draft of **Rs. 30,000/-** (Rupees Thirty Thousand only) in favour of the DDO, MoES, payable at New Delhi **as Earnest Money Deposit (EMD)** along with original tender document for this work. EMD will be returned to the unsuccessful tenderers after award of the contract to the successful tenderer. No interest shall be payable by the Ministry on EMD.

In place of bid Security (EMD), the firms can submit a declaration (**as per Annexure X**) that if they withdraw or modify their Bids during the period of validity, or if they are awarded the contract and they fail to sign the contract or to submit a performance security before the deadline defined in the request for bid documents, they will be suspended for a period of 2 years from being eligible to submit bids for contract with this Ministry.

Forfeiture of EMD

The EMD shall be forfeited:

- a) If the bidder withdraws his bid during the period of bid validity.
- b) In case successful bidder fails to furnish the required Performance Guarantee within the specified time limit.

Further, on award of the contract, a security deposit of an amount equivalent to 5 % of **the total annual contract value in the form of Bank Guarantee with a validity for a period more than two months over the expiry of contract period** from a Commercial Bank shall be deposited with Ministry as **Contract Performance Guarantee** which shall be refunded after two months from the date of expiry/completion of the contract/contractual obligations. After depositing the amount of the security deposit, the EMD amount would be released to successful tenderer. In the event of the contractor failing to comply with any provision of the contract the Contract Performance Guarantee shall stand forfeited.

5. The complete tender is to be submitted **online** containing the following documents (Scanned Copies) :-

5.1 TECHNICAL– BID :-

- (a) The tender document in original including the unfilled PRICE-BID proforma (ANNEXURE - VII) duly signed and stamped as a token of acceptance, of the Terms & Conditions of the Tender. Conditional bid shall be summarily rejected.
- (b) Documents as mentioned in **pre-qualification conditions at 2.2, 2.3 and 2.4** including self-attested copies of Registration Certificate, PAN/TIN No., Goods & Service Tax No., experience certificates of having carried out similar nature of work, latest ITCC certificate, balance sheets/audited statements of account or any other relevant document to prove the annual turnover as per pre-qualification condition.
- (c) A crossed demand Draft of **Rs. 30,000/-** (Rupees Thirty Thousand only) in favour of the DDO, MoES, payable at NEW DELHI, from any commercial Bank, as **Earnest Money Deposit (EMD)**.
- (d) **The Original EMD of Rs. 30,000/- (Rupees Thirty Thousand only) instruments (such as Demand Draft, Bankers' Cheque, FDR, Bank Guarantee) should be deposited with the General Section of the Ministry latest by the last date and time of bid submission. No EMD instruments and Tender Fee instruments will be accepted after the last date & time for submission of the Bid and this Ministry shall not consider any request in this regard on account of various reasons like postal delay or courier delay etc.**

- (e) **Scanned copies of EMD and Tender Fee shall also be uploaded with the Technical Bid. These documents should match with their physical form which are to be submitted in original to this Ministry before last date & time for submission of the Bids.**
- (f) **The firm will put page numbers and authorized signature on all pages (both side) compulsorily and in absence of it, the bids shall be rejected.**

5.2 PRICE - BID:-

Duly Filled PRICE-BID as per pro-forma given in the tender document at **ANNEXURE - VIII** shall be submitted separately Online. Conditional price bid shall be summarily rejected.

5.3 Submission of Bids: -

The Bid relating to “**Annual Comprehensive Maintenance of 4 no. of Johnson Make lifts installed at Prithvi Bhawan, Lodhi Road, New Delhi**” is to be submitted **Online** only.

6. Clarification of Bids:-

- 6.1 Bidders may seek any clarification from the Ministry in writing regarding the tender document.
- 6.2 During evaluation of bids Ministry may, at its own discretion ask the bidder (s) for clarification of their bid or any additional document required.

7. Opening of Bids:-

7.1 The TECHNICAL-BID (online) shall be opened first as mentioned in the tender notice in which the tenderers or their representative can participate. The PRICE-BID (Online) will be opened only of those tenderers whose TECHNICAL-BID is found to be in order. Such technically qualified tenderers shall be intimated through CPP Portal about date and time for opening of price bid.

7.2 Successful bidder will be intimated, and the contract agreement will be entered into initially for a period of one year. The preparation of the contract agreement on Rs. 100 Non-judicial stamp paper with proper seal and signature etc. shall be executed by the tenderer in consultation with Ministry.

7.3 Foreclosure of contract due to abandonment or reduction in scope of work - If at any time after acceptance of the tender, the Ministry decides to abandon or reduce the scope of the works for any reason whatsoever and hence not require the whole or any part of the works to be carried out, and in that case this Ministry shall give notice in writing to that effect to the contractor and the contractor shall act accordingly in the matter. The contractor shall have no claim to any payment of compensation or otherwise whatsoever, on account of any profit or loss of profit or advantage which he

might have derived from execution of the works in full but which he did not derive in consequence of the foreclosure of the whole or part of the works.

7.4 Subletting - The subletting of the contract in part or in full is not permitted.

8. Right to accept any tender and to reject any or all tenders:-

The Ministry reserves the right to accept or reject any tender, and or to annul the bidding process and or reject all tenders at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for Ministry's action.

9. Payment:-

9.1 The Contractor will submit quarterly Pre Receipted (affixing Revenue Stamp) bills duly supported with necessary check list, log sheets etc. along with the proof of payment of Goods & Service Tax (if applicable). AMC bill shall be paid after every 03 month by the Ministry. No advance payment will be made.

9.2 The contractor shall be responsible for proper maintenance of decorum, punctuality, discipline and work output. The personnel so deployed should be in a proper neat & clean well-dressed uniform.

9.3 Levy/Taxes payable by contractor - Sales Tax/ GST or any other tax on materials in respect of this contract shall be paid by the contractor and Ministry shall not entertain any claim whatsoever in this regard.

10. Applicable Law:-

10.1 The contract shall be interpreted in accordance with the Laws of the Union of India. Contractor shall be solely responsible for compliance of all labor laws, payment of fair wages/ salaries and allowances to his personnel that might become applicable under any new act, law or order of Government of State / Centre. The Ministry shall have no liability whatsoever in any manner. The Contractor has to show the proof of payment of fair wages to his workers as and when asked for the same by the Ministry.

10.2 Minimum wages Act to be complied with - The contractor shall comply with all the provisions of the Minimum Wages Act, 1948, and Contract Labor (Regulation and Abolition) Act, 1970 as amended from time to time and rules framed hereunder and other labor laws affecting contract labor that may be brought into force from time to time.

11. Resolution of Dispute:-

All disputes arising out of this contract shall be referred to the sole arbitration of a person nominated by the Ministry, and his decision /award shall be final and binding on both the parties. The Arbitration shall be governed under the Indian Arbitration Act 1996 or any statutory modifications or re-enactment thereof and rules made there under and for the time being in force shall apply to the arbitration proceeding under this contract.

12. Force Majeure:-

- 12.1 Notwithstanding the provisions stated above, the contractor shall not be liable for forfeiture of its performance security, penalty or termination for default, if and to the extent that, its delay in performance or failure to perform its obligations under the contract is the result of an event of force majeure.
- 12.2 For purposes of this clause, "Force Majeure" means an event beyond the control of the extractor and not due to the the contractor/contractor's fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of the contractor either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 12.3 If a Force Majeure situation arises, the contractor/ contractor shall promptly notify the Ministry in writing of such conditions and the cause thereof. Unless otherwise directed by the employer in writing, the contractor shall continue to perform its obligations under the contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the force Majeure event.

13. General:-

Ministry of Earth Sciences is situated at Prithvi Bhavan, IMD Campus, Lodi Road, New Delhi. This Ministry intends to get the AMC of 04 Nos. of lifts of Johnson Make. Out of the 04 Nos., 03 Nos. Are passenger lifts and 01 No is goods lift. The existing lifts are around 8 years Old.

Equipment Description:

S. No.	Location	Elevator/ Job Number	Elevator Type	Description of Lifts	Number of Landing	Date of installation
1.	Front Side	L-D4494	Passenger	Model: Enduronic Load: 13 passenger Lift Speed: 1m/s	06 Stops (G+5)	04-11-2011

2.	Front Side	L-D4495	Passenger	Drive: Microprocessor based VVVF+Closed Loop	06 Stops (G+5)	04-11-2011
3.	Back Side	L-D4497	Passenger	Car Door: Power Operated Centre opening sliding Door	07 Stops (B+G+5)	26-04-2012
4.	Back Side	L-D4496	Goods	Model: Goods Cum Passenger Goods Load: 1000 Kg; Lift Speed: 1m/s Drive: Microprocessor based Car Door: Power Operated Centre opening sliding Door	07 Stops (B+G+5)	15-06-2012

The Power Supply to Prithvi Bhavan is provided by NDMC. Incoming power supply has been taken to the HT Switch gear room through underground 800 KVA cables. Voltage of 800 KVA supply is stepped-down through 1000 KVA indoor type two transformers. There is a provision of in plant generation of power through Diesel Generating set to meet the requirement in case of non-availability of grid power.

The bidders are requested to visit the Ministry from 10.07.2020 to 29.07.2020 from 10.00 hrs. to 17.00 hrs to physically verify the existing conditions of the Johnson Make Lifts before quoting the rates.

14. Terms and Conditions of Agreement:-

14.1 The work of Annual Comprehensive Maintenance of 4 no. of Johnson Make lifts installed at Prithvi Bhawan, Lodhi Road, New Delhi will be initially awarded for a period of one year and may be extended further for another 1 years subject to finding satisfactory services with the mutual consent of the Ministry and the contractor at the discretion of the competent authority.

14.2 The work shall be done as per standard specification of Bureau of Indian Standards, other National /International Standards, IE rules and statutory requirement of Govt. of India as may be applicable at the work site from time-to-time.

14.3 All parts of the contract & specifications shall be read in conjunction with each other. In case where requirements given in different parts differ, the most stringent shall govern.

14.4 Any additional work/equipment or technical requirement not mentioned in the scope of work but required to make the system operational shall be deemed to be included in the offer.

14.5 Other terms and conditions of the contract are as follows:

- I. The contractor shall depute trained supervision staff for maintenance and up keep of the Lifts in safe operating conditions.
- II. The technician/lift mechanic of the contractor shall make entries in the Logbook of the service and other works carried out by him. The Lift mechanic shall certify in the logbook that Lift "is fit for use "and that all the safety devices are working. He shall also mention his name with date and time in the Logbook.
- III. Complaints lodged over telephone shall be made by the officials of department viz SO (GA), lift operator or by the Ministry's staff and the same will be entered in the Logbook and the said complaint must to be attended within 6 hours by the firm.
- IV. The maintenance routine as well as preventive shall be carried out as per manufactures standard practice.
- V. Payment will be made on quarterly basis only, subject to satisfactory services rendered during the period of the bill.

14.6 The bidder shall perform all the work mentioned at "**Scope of Work**" in the tender document.

15. Scope of Work:-

- i. The contract is initially for a period of one year. The contract will be reviewed after completion of first year, and may be extended for a period of another one year.
- ii. The Scope of work includes operation of 4 Nos. Of lifts l/c general up keep of lifts and lift machine rooms.
- iii. The lift car shall be swept and cleaned daily. Following daily check shall be performed and recorded before putting the lifts in operation:-

Landing Locks

- a) Movement of car with gate open.
- b) Try to open the gate when car is moving.

Car gate switch

- a) Movement of car with gate open
- b) Open the gate while care is moving door operation safety, functioning of emergency stop button, call bell, car lights etc.

- iv. Regular servicing & inspection of the elevators/Lifts should be carried out at least once in a month by the contractor. Service the lifts at regular intervals and as frequently as the Ministry deems necessary based on the age and condition of the elevator and take all reasonable care and maintain the lift equipment in safe and proper working condition.
- v. The contractor shall regularly examine elevator equipment and provide Gear oil, Lubricant, Grease, Mobil, Break Shoe Gibbs, Push Buttons Car and Landings etc. for maintenance if required. The contractor shall repair/overhaul the lift parts and replenish the gear and motor bearing with necessary Johnson lubricants whenever

necessary and all parts of the lift has to be checked, cleaned and lubricated to keep them both mechanically and electrically in perfect working condition.

- vi. The contractor shall carry out according to standards customarily annual safety test to examine all safety devices.
- vii. Response time for maintenance of items covered under AMC will be 8 hours including holidays.
- viii. **In the event of contractor unable to attend call or provide service within 8 hours, MoES reserves the right to get the work done from outside party and in such cases the expenses for the same will be deducted from the amount payable to the contractor by MoES. Minor complaints should be attended within 4 hours after Lodging the complaint and major complaint should be attended within 8 hours. If shutdown of any lift continues for more than 8 hours a penalty of Rs. 1000/- per day per lift for delay beyond 8 hours shall be imposed and the amount of penalty shall be recovered from the monthly bills, security Deposit or any other sum due to the contractor maximum LD ceiling@10% of net contract value per lift.**
- ix. **The agency shall obtain the lift license from the Electrical inspector after expiry of the existing one. The fees submitted to authorities for obtaining the renewal of license shall be reimbursed to agency on production of receipts. No claim on account of liasoning for this work shall be entertained.**
- x. The Contractor shall not engage any sub-agent or sub-contractor whatsoever for running the AMC Service.
- xi. The contract for running the AMC Service shall be commercial contract and between MoES & contractor. There shall be no employer-employees relationship between MoES and the contractor and/his personnel.
- xii. The AMC is Comprehensive in nature. Any replacement of spares should be with new and of equivalent type or higher of same make.
- xiii. Weekly & Monthly routine maintenance and checkup to be carried out for the machine, controls, ropes, breaks, control cables and other mechanical and electrical parts and appliances etc.
- xiv. Repair and /or replacement of the worn-out parts at his own cost for ensuring smooth service.
- xv. All the replaced parts shall conform to relevant I.S. codes or Delhi Lifts (Amendment) Rules, 2017 or equivalent laws/codes/standards and rules made there under.

- xvi. Details of weekly & monthly scheduled maintenance/break down shall be entered in the register/service slip & jointly signed by the firm's representative and MoES representative.
- xvii. The Engineer of the Contractor will have to make minimum 12 visits (01 visit per month) during the AMC period for servicing. Beside this, any number of breakdown calls will have to be attended.
- xviii. The response time for such breakdown calls shall not exceeds 8 hours. Beyond this penalty shall be imposed as per penalty clause as mentioned above.
- xix. Contractor will have to take necessary care and precaution to keep the elevator safe for use and in good working condition. Trained technical staff shall carry out maintenance work.
- xx. Contractor will have to carry out all customary safety tests to examine all safety devices.
- xxi. As the contract is comprehensive in nature, no payment will be made as an extra for replacement of spare parts etc.
- xxii. No parts or components of the lifts being maintained by contractor shall be removed without prior approval and knowledge of MoES. Any part to be removed from the lift for repair shall be done after approval of the nominated supervisor of MoES .
- xxiii. Any damage to MoES property while carrying out periodical maintenance and attending break down will be contractors' responsibility.
- xxiv. Thorough cleaning of machine room, control panel machine unit & hoist way with lift car and pit shall be done once in a month, which will be certified by MoES representative.
- xxv. Contractor shall not only attend the failure but also rectify the cause of failure after investigation.
- xxvi. Penalty imposed for late reporting, late replacement of defective parts and Down time of lift shall be deducted from monthly bill of the firm.

16. Warranty

Contractor warrants that the elevator/escalator maintenance services will be provided to MoES in accordance with the terms of this Contract and with prevailing industry standards elevator/escalator maintenance services. Contractor shall use its best efforts under the circumstances to remedy any delays, interruptions, omissions, mistakes, accidents or errors in such services and restore any service to compliance with the terms of this Contract.

17. Responsibility of Accident and hazards:

The contractor shall be responsible for any accident or hazard that take place during the maintenance period of 1 year due to negligence of work performed by the agency. He shall also be responsible for payment of compensation and penalties payable to effected parties as a result of legal action. He shall also be responsible for repairs and replacement of damaged parts of the lift and restore services immediately failing which, a penalty @ Rs. 1000/- per day per lift shall be imposed and recovered from bills / deposit or any other sum due to the Contractor applicable maximum LD ceiling@10% of net contract value per lift.

18. Spares & parts covered under ACMC:

The replacement of following tentative spares shall be covered under the ACMC:

- I. I/O Card
- II. Break magnate coil
- III. DC relay Card
- IV. Lock Latch landing door
- V. AC Relay Card
- VI. Motor Cooling Fan
- VII. Self-closing rope
- VIII. V3F10 Drive
- IX. Light curtain
- X. Decoder card
- XI. Car top PCB
- XII. Synchronize rope
- XIII. ON Delay timer
- XIV. Communication PCB
- XV. Lock latch roller
- XVI. Off delay Timer
- XVII. Door GIBS
- XVIII. Light curtain PCB
- XIX. Transformer
- XX. CAE Door contacts
- XXI. Position indicator
- XXII. Rectifier
- XXIII. PIT switch
- XXIV. Call buttons.
- XXV. Rectifier PCB
- XXVI. Synchronize Switch
- XXVII. CAR door Motor M
- XXVIII. Main Contractor
- XXIX. Amp
- XXX. Oscillator Switch

XXXI. Track Roller
XXXII. Control relay
XXXIII. Piano wire
XXXIV. Anti-track roller
XXXV. V3F Filter
XXXVI. Tension weight pulley bearing
XXXVII. CPU Card
XXXVIII. Capacitor
XXXIX. Gear Oil
XL. Expansion card
XLI. Travelling cable
XLII. Break Liner
XLIII. Main Rope
XLIV. Lock Box
XLV. Car guide shoe
XLVI. OSG rope
XLVII. Thermal overload relay
XLVIII. CWT shoe
XLIX. Car Door coupler
L. PF & RR card
LI. C.V.T
LII. Alarm bell/buzzer
LIII. Light Invertor
LIV. Landing Door

All parts and components fitted by agency should be original parts or components. If original parts or components are not available, the parts or components fitted will be of equal quality and any defects in design, material or workmanship relating to parts and components shall be limited to the replacement of spare parts or components as defined by this article.

Refinishing, repair or replacements of following components will be outside the scope of this contract:

1. Elevator car enclosure.
2. Elevator car and landing door panels / gates.
3. Cabin fans.
4. Main switches in the m/c room.
5. Dry cells, batteries
6. Any glass material.
7. Incoming Electrical wiring up to main switches in the m/c room.
8. Elevator lighting (including indicator bulbs, fluorescent tubes)
9. Any other equipment or accessories not forming part of the initial supply of the elevator. Equipment although provided as a necessary accessory by or to the customer. This includes accessories such as EBD/KRD, intercom, LAS, BMS, DCS, E-link & group indicators.

10. Decorative item including mirror and handrail.

Note: The Contractor must provide the list of the spares that will be kept in site or his office for immediate replacement or repairing to make the lift in working condition

19. Commencement of the Contract:-

This contract will come into force for a period of 1 year initially, after signing an agreement between the two parties. But it can be terminated by giving 1 month notice without assigning any reason by the Ministry.

20. Termination of the Contract:-

This contract may be terminated on any one of the following contingencies: -

(a) By giving one month notice by the Department due to:

- i) The contractor not performing his duties properly.
- ii) For committing breach of contract of any of other terms & conditions of the agreement or assigning the contract or any part thereof or benefit or interest therein or here under by the contractor to any third party for subletting whole or part of the contract to any third party.

Yours faithfully

Director (Admin)

Instructions for Online Bid Submission

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app>.

REGISTRATION

1. Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>.) by clicking on the link **“Online Bidder Enrollment”** on the CPP Portal which is free of charge.
2. As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
3. Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
4. Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificated with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g.Sify/TCS/nCode/eMudhra etc.), with their profile.
5. Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to other which may lead to misuse.
6. Bidder than logs on to the site through the secured long-in by entering their user ID/password and the password of the DSC/ e-Token.

SEARCHING FOR TENDER DOCUMENTS

1. There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
2. Once the bidders have selected the tenders they are interested in, they may download the requirement documents/ tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS/e-mail in case there is any corrigendum issued to the tender document.
3. The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification/help from the Helpdesk.

PREPARATION OF BIDS

1. Bidder should take into account any corrigendum published on the tender document before submitting their bids.
2. Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents- including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
3. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender documents/schedule and generally, they can be in PDF/XLS/RAR/DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
4. To avoid the time and effort required in uploading the same set of standard document which are required to be submitted as part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.)has been provided to the bidders. Bidders can use “My Space” or “Other important Documents” area available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

SUBMISSION OF BIDS

1. Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
2. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender documents.
3. Bidder has to select the payment option as “offline” to pay the tender fee/EMD as applicable and enter details of the instrument.
4. Bidder should prepare the IMD as per the instructions specified in the tender documents. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in their tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
5. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has given as a standard BoQ format with the tender documents, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white colored (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it only online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.

6. The server time (which is displayed on the bidder's dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
7. All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using buyers/bid openers public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
8. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
9. Upon the successful and timely submission of bids (i.e. after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
10. The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

ASSISTANCE TO BIDDERS

1. Any queries relating to the tender documents and the terms and conditions contained therein should be addressed to the Tender inviting Authority for a tender or the relevant contract person indicated in the tender.
2. Any queries relating to the process of online bid submission or queries relating to CCP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The contact number for the helpdesk is 180030702232.

TENDER ACCEPTANCE LETTER

Date:

To,
Director (General Administration)
Ministry of Earth Sciences
Prithvi Bhawan
Lodhi Road, New Delhi-110003

Sub: Acceptance of Terms & Conditions of Tender

Tender Reference No. MoES/7/8/2013-Genl.

Name of Tender/Work: **Annual Comprehensive Maintenance of 4 no. of Johnson Make lifts installed at Prithvi Bhawan, Lodhi Road, New Delhi**

Dear Sir,

1. I/We have downloaded/ obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site(s) namely www.moes.gov.in or central Public Procurement Portal of Govt. of India i.e eprocure.gov.in as per your advertisement, given in the above mentioned website(s).
2. I/We hereby certify that I/ we have read the entire terms and conditions of the tender documents from page No. 1 to 34 (including all documents like annexure(s). schedule(s) etc. which form part of the contract agreement and I/We shall abide by the terms /conditions/clauses contained therein.
3. The corrigendum(s) issued from time to time by your department / organization on the website too has also been taken into consideration, while submitting this acceptance letter.
4. I/ We hereby unconditionally accept the tender conditions of above mentioned tender document(s)/ corrigendum(s) in its totality/entirety.
5. In case any provisions of this tender are found violated then your department/ organization shall without prejudice to any other right or remedy be at liberty to reject this tender/ bid including the forfeiture of the full said earnest money deposit absolutely.

Yours faithfully,

Details of Annual Turn Over

YEAR	ANNUAL TURNOVER AS PER AUDITED BALANCE SHEET (in Rupees)
2017-2018	
2018-2019	
2019-20	
Average Annual Turnover	

Note :- The above data is to be supported by Audited Balance Sheets.

* If not audited till the date of submission of tender, a certificate from the Chartered Accountant may be submitted, along with un-audited accounts.

Seal & Signature of Tenderer
(Name & Designation of the authorized signatory)

ANNEXURE - IV

DETAILS OF COMPLETED WORKS OF SIMILAR NATURE
(During last five years ending March 31st, 2020);

S. No.	Name of the contract	Name of the client	Brief Description of the contract	Date of Start	Date of completion as per contract	Date of actual completion	Value (Rs.)
1.							
2.							
3.							
4.							
5.							

Note :-Please attach supporting documents for the above furnished information.

Seal & Signature of Tenderer
(Name & Designation of the authorized signatory)

Letter of Consent
(On letter head of OEM M/s Johnson Lifts Pvt Ltd.)

To,
Director (GA) & HoD
Ministry of Earth Sciences,
Prithvi Bhawan, Lodhi Road,
New Delhi-110003

**Name of work :ANNUAL COMPREHENSIVE MAINTENANCE OF 4 NOS. OF JOHNSON
MAKE LIFTS INSTALLED AT PRITHVI BHAWAN, LODHI ROAD, NEW DELHI**

NIT No. : MoES/7/8/2013-Genl.

Sub: Letter of Consent

Sir,

We Johnson lifts (P) Ltd , original Engineering Manufacturer of Johnson Lifts, having registered office at,

hereby give our consent that in case the above said work (NIT No. : MoES/7/8/2013-Genl.) is awarded to

M/s having office at Registered with CPWD under..... Category vide order no

dated....., the above said work i.e. AMC of lifts will be carried out by us on their behalf.

The work of AMC will be carried out by us strictly in accordance with terms and condition and Scope of work set out in this tender document and in accordance with relevant codes/acts as applicable.

Authorized Signature

Name:

Designation:

Seal:

Seal & Signature of Tenderer
(Name & Designation of the authorized signatory)

ANNEXURE - VI

Details of Personnel Capabilities

S. No.	Name & Address of the Employee	Technical Qualifications	Post Held	Date of Employment

Seal & Signature of Tenderer
(Name & Designation of the authorized signatory)

PROFORMA FOR PERFORMANCE BANK GUARANTEE
(On stamp paper of appropriate value from any Nationalized Bank)

To,

Ministry of Earth Sciences,
Prithvi Bhavan, IMD Campus,
Lodi Road,
New Delhi – 110 003

Dear Sir,

In consideration of Ministry of Earth Sciences (hereinafter called as the Employer which expression shall include his successor and assigns) having awarded to
..... (here in after referred to as the said Contractor or Contractor' which expression shall wherever the subject of context so permits include its successors and assigns) a contract No. In terms inter alias, of the MoES's Letter No. dated. and the General Conditions of Contract and upon the condition of the contractor's furnishing security for the performance of the contractor's obligations and discharge of the contractor's liability under in connection with the said contract up to a sum of Rs..... (Rupees..... Only) amounting to 10 % (Ten) percent of the total contract value.

1. We (here in after called "The Bank which expression shall include its successors and assigns) hereby jointly and severally undertake to guarantee the payment to The Employer in rupees forthwith on demand in writing and without protest or demur or any and all moneys anyway payable by the contractor to The Employer under in respect of or in connection with the side contract inclusive of all The Employer's losses and damages and costs, (inclusive between attorney and client) charges and expenses and other moneys anyway payable in respect of the above to this guarantee up to an aggregate limit of Rs. (Rupees.....only).
2. We Bank further agree that The Employer shall be sole judge of and as to whether the said contractor has committed any breach or breaches of any of the terms and conditions of the said contract and the extent of loss, damage, cost, charges and expenses caused to or suffered by or that may be caused to or suffered by The Employer on account there of and the decisions of The Employer that the said Contractor has committed such breach or breaches and as to the amount or amounts of loss, damage, costs, charges and expenses caused to or suffered by The Employer from time to time shall be final and binding on us.
3. The Employer shall be at liberty without reference to the bank and without affecting the full liability of the bank hereunder to take any other security in respect of the Contractor's obligations and liabilities hereunder or to vary the contract or the work to be done there

under vis-à-vis the Contractor or to grant time or indulgence to the Contractor or to reduce or to increase or otherwise vary the prices of the total contract value or to release or to forbear from enforcement of all or any of the security and/ or any other security (ies) now or hereafter held by the Employer and no such dealing (s) reduction (s) increase (s) or other indulgence (s) or arrangements with the Contractor or release or forbearance whatsoever shall absolve the Bank of the fail liability to The Employer hereunder or prejudice the rights of The Employer against the bank.

4. This guarantee shall not be determined or affected by the liquidation or winding up, dissolution, or change of constitution or insolvency of the Contractor but shall in all respect and for all purposes be binding and operative until payment of all monies payable to The Employer in terms thereof.
5. The bank hereby waives all rights at any time inconsistent with the terms of this guarantee and the obligations of the bank in terms hereof shall not be anywise affected or suspended by reason of any dispute or dispute having been raised by the Contractor stopping or preventing or purporting to stop or prevent any payment by the bank to The Employer in terms hereof.
6. The amount started in any notice of demand addressed by the Employer to the bank as liable to be paid to the Employer by the Contractor or as suffered or incurred by The Employer on account of any losses or damages of cost, costs, charges and / or expenses shall be conclusive evidence of the amount so liable to be paid to The Employer of suffered or incurred by The Employer as the case may be and shall be payable by the bank to The Employer in terms hereof.
7. This guarantee shall be a continuing guarantee and shall remain valid and irrevocable for all claims of the Employer and liabilities of the contractor arising up to and until midnight of.....
8. This guarantee shall be addition to any other guarantee or security whatsoever that The Employer may now or at any tome anywise may have in relation to the contractor's obligations/ or liabilities under and/ or in connection with the said contract, and The Employer shall have full authority to have recourse to or enforce this security in preference to any other guarantee or security which The Employer may have or obtain and no forbearance on the part of The Employer in enforcing or requiring enforcement of any other security shall have the effect or releasing the Bank from its full liability hereunder.
9. It shall not be necessary for the Employer to proceed against the said Contractor before proceeding against the Bank and the Guarantee herein contained shall be enforceable against the bank notwithstanding that any security which the Employer may have obtained or obtain from the contractor shall at the time when proceedings are taken against the said bank hereunder be outstanding or unrealized.
10. We the said Bank undertake not to revoke this guarantee during its currency except with the consent of the Employer in writing and agree that any change in the constitution of the said contractor or the said Bank shall not discharge our liability hereunder.
11. We.the said Bank further that we shall pay forthwith the amount stated in the notice of demand notwithstanding any dispute/ difference pending

between the parties before the arbitrator and/ or that any dispute is being referred to arbitration.

12. Notwithstanding anything contained herein above, our liability under this guarantee shall be restricted to Rs. (Rupees.....) and this guarantee shall remain in force tilland unless a claim is made on us within 3 months from that date, that is before all the claims under this guarantee shall be forfeited and we shall be relived of and discharged from our liabilities thereunder.

Datedday of2020.

For and on behalf of Bank.

Issued Under Seal

PRICE-BID

PRICE OFFER FOR “Annual Comprehensive Maintenance of 4 no. of Johnson Make lifts installed at Prithvi Bhawan, Lodhi Road, New Delhi” INCLUSIVE OF ALL TAXES & DUTIES ETC, AS PER AFORESAID TENDER DOCUMENT.

S. No.	Description of Work	Unit	Qty.	Rate (Rs. /Unit)	Amount (in Rupees)
1.	Comprehensive annual maintenance of lift / elevator including routine maintenance, servicing, preventive and breakdown maintenance all inclusive with replacement of all parts as per terms & conditions and direction of HoD (cost of car enclosures, car flooring, hoist way enclosure, car door, gate handle, door beeding, sills, push box covers in landing and car electric incoming mains, CFL, LED bulb, mirror, batteries for ARD, fan and light fittings shall be paid separately)	Each	4		
2.	Supply of ARD batteries* of 18Ah- 12 Volt as approved and as per direction of HoD including taking away the old worn out batteries	Each	16		
3.	Supply of ARD batteries* of 7Ah- 12 Volt as approved and as per direction of HoD including taking away the old worn out batteries	Each	4		
4.	Goods & Service Tax @-----%				
5.	TOTAL				

*** Note: If any of the above items is required to be reduced in number or to be increased in number, the amount on pro-rata basis will be decreased or increased**

The total amount (Rupees in figures).....per year.

The total amount (Rs in words).....per year.

Note :-

1. **The quoted prices/rates are valid for 120 days from the due date of opening of the tender.**
2. **The tender not fulfilling the minimum wages criteria shall be rejected.**
3. The contract period will be initially one-year period unless prematurely closed. The contract can be extended for a further period of another year based on satisfactory performance of the contractor and on mutual agreed terms and conditions.
4. It may here be noted specifically that the **discretion to award the work** i.e. Annual Comprehensive Maintenance of 4 Nos. of Johnson Make lifts installed at Prithvi Bhawan, Lodhi Road, New Delhi will **VEST ENTIRELY AT THE DISCRETION OF Ministry** and the Bidder will have no say whatsoever in the matter.
5. In this contract all Routine working consumables like Cleaning cloth, PVC Tape, fuses & cable joint kits of various ratings, and Blower & Tools & tackles etc. will be deemed to be covered under the charges as quoted above and will be supplied by the contractor.
6. Ministry has the authority to periodically appoint Technical Auditor or some other agency to evaluate the maintenance work done by the contractor and recommendations made thereof for compliance in letter and spirit. This is primarily to ensure that the reliability of the system is not compromised with due to lack of Maintenance.

Seal & Signature of Tenderer
(Name & Designation of the authorized signatory)

LETTER OF APPLICATION

[NOTE: This Letter of Application is to be given on the letter head paper of the Applicant including full postal address, telephone no., fax no., and E-mail address]

To,
The Director
Ministry of Earth Sciences
Prithvi Bhavan, IMD Campus,
New Delhi – 110 003

Sir,

1. Being duly authorized to represent and act on behalf of (hereinafter referred to as "the Applicant"). and having reviewed and fully understood all the Pre-qualification information provided, the undersigned hereby apply for the following scope of work:
“Annual Comprehensive Maintenance of 4 no. of Johnson Make lifts installed at Prithvi Bhawan, Lodhi Road, New Delhi”
2. Attached to this letter are copies or original documents defining:
 - (a) the Applicant's legal status:
 - (b) the principle place of business; and
 - (c) the place of incorporation (for applicants who are corporations) or the place of registration and the nationality of the owners (for applicants who are partnerships or individually-owned firms).
3. Your office and its authorized representatives are hereby authorized to conduct any inquiries or investigations to verify the statements, documents and information submitted in connection with this application, and to seek clarification from our bankers and clients regarding any financial and technical aspects. This Letter of Application will also serve as authorization to any individual or authorized representative or any institution referred to in the supporting information, to provide such information deemed necessary and requested by yourselves to verify statements, and information provided in this application, or with regard to the resources, experience, and competence of the Applicant.
4. Your office and its authorized representatives may contact the following persons for further information.

General, Personnel, Technical and Financial Enquiries	

5. This application is made in the full understanding that:
 - (a) Bids by pre-qualified applicants will be subject to verification of all information submitted for Pre-qualification at the time of bidding:
 - (b) Your office reserves the right to:

Amend the scope and value of the contract/bid. In such event, bids will only be called from pre-qualified bidders who meet the revised requirements and reject or accept any application, cancel the Pre-qualification process, and reject all application without assigning any reason thereof; and
 - (c) Your office shall not be liable for any such action and shall be under no obligation to inform the Applicant.
6. Appended to this application, we give details of the participation of each party including capital contribution and profit/loss agreements, to the joint venture or association. We also specify the financial commitment in terms of the percentage of the value of the contract, and the responsibilities for execution of the contract.
7. The undersigned declare that statements made and the information provided in the duly completed application are complete, true, and correct in every detail.

Signed
Name
For and on behalf of

GENERAL INFORMATION:

All individual firms applying for tender are requested to complete the information in this form. Information to be provided for all owners or applicants who are partnerships or individually-owned firms.

1.	Name of firm:
2.	Head office address:
3.	Registered office address:
4.	Telephone: _____ Contact: _____
5.	Fax : _____ E-mail: _____
6.	Place of incorporation/ _____ Year of incorporation / registration _____

	Registration No.
--	------------------

STRUCTURE AND ORGANIZATION

- 1. The applicant is
 - (a) an individual
 - (b) a proprietary firm
 - (c) a firm in partnership
 - (d) a Limited Company or Corporation.

- 2. Attach the Organization Chart showing the structure of the organization, including the names of the Heads and position of officers.

- 3. Have you ever left the work awarded to you incomplete: (If so, give name of project and reasons for not completing the work.)

Seal & Signature of Tenderer
(Name & Designation of the authorized signatory)

BID SECURING DECLARATION FORMAT

To,
The Director,
Ministry of Earth Sciences
Prithvi Bhawan, Lodhi Road
New Delhi - 110003

**Subject: Bid Securing Declaration Format towards tender enquiry
No.....**

Dear Sir,

On behalf of, we hereby submit a bid securing declaration accepting that if we withdraw or modify our Bids during the period of validity, or if we are awarded the contract and we fail to sign the contract, or to submit a performance security before the deadline defined in the bid document, we can be suspended for a period of two years from being eligible to submit Bids for contracts with this Ministry.

You're sincerely,

For M/s _____

Signature

Company seal

Name: _____

Designation: _____

Date: _____

**Declaration of not blacklisted /not involved in any major
litigation**

Declaration Letter on Official Letter head stating the following:

- i) We are not involved in any major litigation that may have an impact of affecting or compromising the delivery of Services as required under this tender.**

- ii) We are not black-listed by any Central/State Government/ Public Sector Undertaking in India.**

**(Signature of the Authorized Person)
With Name, Date & Designation and
Seal**

ANNEXURE XII

LIST OF THE SPARES THAT WILL BE KEPT IN SITE BY THE CONTRACTOR OR IN ITS OFFICE FOR IMMEDIATE REPLACEMENT OR REPAIRING TO MAKE THE LIFT IN WORKING CONDITION

ANNEXURE-XIII

CHECK LIST FOR TECHNICAL EVALUATION OF THE FIRM TO BE FILLED UP BY THE BIDDER

S. No.	Details	If submitted put a tick mark or N.A. if not applicable; Also include other information (if any)	Page No. of the Technical Bid Submitted by the Bidder
1.	Name of the Firm		
2.	Address of the Firm; whether office is in Delhi/ or adjoining municipalities of Noida, Gurgaon & Faridabad		
3.	Type of Firm whether Proprietor/Partnership/Private Ltd./Public Ltd./Cooperative/PSU		
4.	PAN No.		
5.	TIN No.		
6.	GST No.		
7.	EPF Registration No.		
8.	ESIC Registration No.		
9.	Letter of Consent (On letter head of OEM M/s Johnson Lifts Pvt Ltd.) as per Annexure V		
10.	Registration of Company under Company Act		
11.	Annual Turnover of the firm for the last three years 2017-2018 2018-2019 2019-2020		
12.	ITR/Audited Balance Sheet/P&L A/c Sheet for the last three years 2017-2018 2018-2019 2019-2020		
13.	Experience in the relevant field during the last		

S. No.	Details	If submitted put a tick mark or N.A. if not applicable; Also include other information (if any)	Page No. of the Technical Bid Submitted by the Bidder
	three years 2017-2018 2018-2019 2019-2020		
14.	Documentary evidences in O&M of Johnson Lifts Pvt Ltd. such as work order, Satisfactory Job, Job Completion Certificate etc. as per Annexure IV		
15.	No. of workforce (personnel capabilities) as per Annexure VI		
16.	Earnest Money Details or Bid Securing Declaration as per Annexure X		
17.	Tender Acceptance Letter as per Annexure II		
18.	Declaration of not blacklisted /not involved in any major litigation as per Annexure XI		
19.	List of the spares that will be kept in site by the contractor or in its office for immediate replacement or repairing to make the lift in working condition as per Annexure XII		