

NATIONAL INSTITUTE FOR EMPOWERMENT OF PERSONS WITH MULTIPLE DISABILITIES

(Dept. of Empowerment of Persons with Disabilities) (Ministry of Social Justice and Empowerment, Govt. of India) ECR, Muttukadu, Kovalam Post, Chennai 603 112, Tamil Nadu Fax: 044-27472389 Tel: 044-27472104, 27472113, 27472046

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ATC DOCUMENT FOR JOHNSON LIFT AMC – NIEPMD CAMPUS BIDS FROM M/S JOHNSON LIFTS (OEM) AND JOHNSON LIFTS AUTHORISED SERVICE PROVIDERS

The Director National Institute for Empowerment of Persons with Multiple Disabilities (NIEPMD), Chennai invites bids for Annual Comprehensive Maintenance Contract of 09 Nos. of Johnson lifts installed at NIEPMD Campus ECR, Muttukadu, Kovalam (Post), Chennai -603112 Tamilnadu through Government E-market Place (GeM) portal only from the Original Equipment Manufacturer (M/S Johnson Lifts)/ Authorized Service providers of M/s Johnson Lifts.

S. No.	Particulars	Particulars
1	NIT No.	NIEPMD/ESTATE 6(05)/2024-25
2	Name of work & Location	Annual Comprehensive Maintenance of lifts 09 Nos. of Lifts installed at NIEPMD Campus, Muttukadu, Chennai-112.
3	Estimated cost put to tender (In Rs.)	Rs. 60,00,000.00
4	Earnest money (In Rs.)	As per GeM Bid Document.
5	Period of Completion	The contract for providing AMC of Lifts will be five (05) years with 5% hike on a yearly performance review basis. Other terms and conditions remain the same.

Sd/-

Director 05th Feb 2025

Bid Number/बोली क्रमांक (बिड संख्या)[:] GEM/2025/B/5917442 Dated/दिनांक : 06-02-2025

Sd/-

Deputy Registrar (Admin.)

05th Feb 2025

Terms & Conditions: -

- 1. The intending bidder must read the terms and conditions carefully, they should only submit their bids if they consider their self-eligible and they are in possession of all the documents required.
- 2. Information, corrigendum, instructions etc. against this bid posted on Institute Website & GeM Portal shall be part of bid document.
- 3. The agency shall deposit EMD as per GeM bid. The EMD amount should be paid online through NEFT/RTGS in NIEPMD account and payment receipt to be uploaded with the technical Bid. Without EMD bids will not be consider for further evaluation. EMD exemption will as per the GeM General Terms and Conditions (GTC) and GOI norms.

NIEPMD Bank details are here under.

A/C No.761297290 Type of Account: Saving Bank Name of the bank: Indian Bank, Kovalam branch IFS code: IDIB000K122, Branch code: 01176

Note: please ensure that you need to mention the correct beneficiary account number and IFSC code as mentioned above while making payment via RTGS/NEFT. In the event of funds remitted to wrong beneficiary account number, NIEPMD, Chennai or its bank would not responsible for the same.

4. The department reserves the right to reject any prospective application without assigning any reason and to restrict the list of qualified contractors to any number deemed suitable by it, if too many bids are received satisfying the laid down criterion.

List of documents to be scanned and uploaded with in the period of bid submission: -

- i. OEM or OEM Authorized service providers are only authorised to undertake Lift AMC contract on behalf of OEM. (M/s. Johnson Lift Private Limited)
- ii. Certificate of Registration for Sales Tax/VAT
- iii. Certificate of Registration for service Tax
- iv. Receipt of EMD fee payment copy

General term and Conditions

- (a) The time allowed for carrying out the work will be Sixty (60) Months form award of contract @5% annual hike in AMC charges fixed initially.
- (b) The site for the work is available.
- (c) The vendor selected would be required to furnish a Performance Security equal to 05% of the annual cost of the work order in the form of Demand Draft/ FDR/ Bank Guarantee

from any Scheduled Bank in favour of "Director, NIEPMD, Chennai" payable at Chennai. In case the Performance Security is submitted in the form of FD / Bank Guarantee, the same should be valid for a period of 60 days after the date of expiry of the contract (i.e. 62 months). NIEPMD reserves the right to ask for performance guarantee extension if contractual obligations are not fulfilled. No tenderer is exempted from paying of performance security.

- (d) Intending Bidders are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their bids as to the nature of the ground and sub-soil (so far as is practicable), the form and nature of the site, the means of the site, the accommodation they may require and in general shall access to themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their bid. A bidder shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charge consequent on any misunderstanding or otherwise shall be allowed. The bidders shall be responsible for arranging and maintaining at his own cost all materials, tools & plants, water, electricity access, facilities for workers and all other services required for executing the work unless otherwise specifically provided for in the contract documents. Submission of a bid by a bidder implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done and conditions and rates at which stores, tools and plant, etc. will be issued to him by the Government and local conditions and other factors having a bearing on the execution of the work.
- (e) The competent authority does not bind itself to accept the lowest or any other bid and reserves to itself the authority to reject any or all the bids received without the assignment of any reason. All bids in which any of the prescribed condition is not fulfilled or any condition.
- (f) Canvassing whether directly or indirectly, in connection with bidders is strictly prohibited and the bids submitted by the contractors who resort to canvassing will be liable for rejection.
- (g) The competent authority reserves to himself the right of accepting the whole or any part of the bid and the bidders shall be bound to perform the same at the rate quoted.
- (h) No officer employed in Engineering or Administrative duties in an Engineering Department of the Government of India is allowed to work as a contractor for a period of one year after his retirement from Government service, without the prior permission of the Government of India in writing. This contract is liable to be cancelled if either the contractor or any of his employees is found any time to be such a person who had not obtained the permission of the Government of India as aforesaid before submission of the bid or engagement in the contractor's service.
- (i) The bid for the works shall remain open for acceptance for a period of ninety (90) days from the date of opening of financial bid, if any bidders withdraws his bid before the said period or issue of letter of acceptance, whichever is earlier, or makes any modifications in the terms and conditions of the bid which are not acceptable to the

department, then the Government shall, without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money as aforesaid. Further the bidders shall not be allowed to participate in the rebidding process of the work for next 03 Years.

ADDITIONAL CONDITIONS

- The work shall be carried out in accordance with the CPWD General Specification for electrical works (General Specifications for Electrical Works (Part-III-LIFTS & Escalators) -2003) as amended up to date. The installation shall comply with the requirements of Indian Electricity Rules 1956 as amended up to date.
- 2. Approval of the Engineer-in-Charge shall be taken well in advance for the materials to be replaced in the lifts by the contractor.
- 3. All repairs and patch work shall be neatly carried out to match with the original finish and to the entire satisfaction of Engineer-in-Charge. Any damage done to the building during the execution of electrical Maintenance work shall be the responsibility of the electrical contractor and the same will be made good immediately at his own cost to the satisfaction of the Engineer-in-Charge. Any expenditure incurred by the department in this connection shall be recovered from the contractor and decision of the Engineer-in-Charge about recovery shall be final.
- 4. The contractor has to make his own arrangement at his own cost for all the general and special T&P required on the work.
- 5. Work contract tax, IT and TDS or any other tax lived by the govt. norms as applicable shall be deducted from the amount payable to the contractor.
- 6. All servicing shall be done with the knowledge of the Engineer-in-charge / In-charge Estate section.
- 7. Service of the lifts shall be done once in a month.
- 8. The firms representative shall sign the lift log –book maintained by the department.
- 9. Service bills will be paid once in three months periodically in the department bill form.
- 10. Breakdown calls should normally be responded to within reasonable period. If any breakdown call remains unattended for a period **exceeding 24 hours**, prorate recovery shall be made from the AMC charges payable to the firms for the no of days the lift remained unattended.
- 11. The comprehensive maintenance liability shall cover all materials which were supplied and installed by the agency as part of original contract without any exclusion. Components of the lift shall be checked as per the detailed lift maintenance schedule for monthly operation, quarterly operation etc.,
- 12. Annual safety test shall be carried out once in a year.

MINIMUM CRITERIA FOR SHORTLISTING:

- 13. Bidders should have Minimum Three years' experience in Maintenance of Johnson Lifts and their accessories, components as mentioned in the scope of work. (Must be Johnson approved service provide. OME authorization to be attached).
- 14. Bidder should be a registered Co./Partnership Co./Proprietary/Society/or registered under Shops and Establishments Act. Please enclose the copy of Registration.
- 15. Bidders should attach the documentary proof/details of their experience of undertaking up to three contracts amounting to 25 lakhs or more of similar nature while submitting their quote for the previous three financial years along with a list of organizations and their contact persons where the bidder is currently providing/ has provided such kind of services.
- 16. The Bidder should either OEM (M/S Johnson Lifts & Escalators) or OEM authorised service provide. OEM authorised service providers has to submit authorization certificate from OEM M/S Johnson Lifts & Escalators.
- 17. The Agency should provide certificates in support of all statutory registrations. (Copy of proof to be provided)
- 18. The tenderer must have its office /branch located either in Chennai or nearby areas. Address Proof for the office / branch is to be submitted i.e. telephone bill or electric bill in the name of agency pertaining to the address is to be submitted.
- 19. Bidders average annual turnover should be as per GeM bid. Supporting document for annual turnover should be uploaded with technical bid. CA certified balance sheet with profit & loss statement.
- 20. The Agency should have adequate financial strength to take up contracts of this magnitude and should provide Bank solvency certificate for Rs 30.00 lakhs (Rupees Thirty lakhs only) in support of the same.
- 21. Bids without documentary proof (Clause 15 21) shall be summarily rejected.

SCOPE OF THE WORK

- 22. Comprehensive Maintenance Contract for all kinds of Routine, Preventive & Corrective (Break down) Maintenance of <u>09 nos. of 13 Passenger capacity Lifts</u> (M/s Johnson Make) at NIEPMD Campus, inclusive all materials, consumable, spares, labour, testing instrument, Transportation of Materials & Parts, etc. as required.
- 23. <u>Comprehensive Annual Maintenance Contract shall be covering repair or replacement</u> of all Major & Minor spare parts including relays, contact, printed circuit board, controllers, drives, motors, breakers (after NIEPMD side main power supply i.e. lift side) sensors, switches, single phase preventer & phase reversal, indicators, alarm, lift side cables (lift side) rope, brakes automatic rescue service including providing new battery including all the mechanical components and excluding mirror, hoist way lights and switches.

S. No.	Type of Lift	Capacity (Kg)	Floor	Qty.
01	13 Passengers	884 Kgs.	8 landings (Front Opening)	04 Nos.
02	13 Passengers	884 Kgs.	4 landings (Front Opening)	03 Nos.
03	13 Passengers	884 Kgs.	3 Landings (Front Opening)	02 Nos.
			Total Lifts:	09 Nos.
		Deta	ails for Sl. No. 01	
		G + 7 flo	ors with SSCC control	
		N	lodel – Nextra	
1.Lift no	o – LL 9778 (8 landir	ngs) – G+7 Buil	ding	
2. Lift no	o – LL 9779 (8 landi	ngs) – G+7 Bui	lding	
3. Lift no	3. Lift no – LO 4121 (8 landings) – G+7 Building			
4. Lift no	4. Lift no - LO 4122 (8 landings) – G+7 Building			
	Details for Sl. No. 02			
G + 3 fl	G + 3 floors with SSCC control			
	o – LD 8476 (4 land	0	6	
	o – LD 8477 (4 lan	0	6	
3. Lift n	o – LD 8478 (4 lan	U /		
	Details for Sl. No. 03			
G + 2 floors with SSCC control				
1.Lift no – LD 8479 (3 landings)- Hostel II				
2. Lift n	2. Lift no – LD 8480 (3 landings) – Guest house			
	ALL LIFT MAKE – M/S. JOHNSON LIFT PVT LTD			

- 24. Contractor shall take all necessary steps to maintain the equipment (under the contract) in proper operating condition. Contractor shall use trained and appropriately supervised personal to perform the Maintenance Services. The maintenance services shall be conducted during the normal working hours. Contractor shall send at regular intervals and as frequently as the company thinks necessary having regard to the age, nature and condition of the elevators (but not less than 12 times per annum), a technician to systematically inspect, adjust and lubricate the parts of the elevators to the extent necessary to maintain the elevator in satisfactory working order. Contractor will supply all lubricant necessary for this purpose.
- 25. Contractor will carry out its standard customary annual safety test to examine all safety devices and provide copies of the test certificates duly signed by registered elevator contractor.
- 26. Upon notification by the customer of a breakdown or failure in the Lifts(s), contractor shall send as soon as may reasonably be possible during subsequent normal working hours, a technician to carry out necessary repairs in order to restore the elevator(s) to satisfactory working condition. Contractor will replace (with identical or equivalent item) or rectify at its option any component of the elevator rendered defective due to normal wear and tear and arising out of ordinary and reasonable use of the elevator except for such items and conditions which are excluded hereunder as particular and general exclusions. The parts which are replaced shall be property of contractor.

- 27. In the event of a failure requiring modifications to the System, the contractor shall undertake any testing and re-commissioning required. Any such modification shall be submitted for review by the NIEPMD representative.
- 28. All parts and components fitted by contractor will be original parts or components. If original parts or components are not available, the parts or components fitted will be of equal quality and functionality of reputed brands/makes with ISI mark only, after approval of NIEPMD.
- 29. Contractor will keep sufficient Nos. of spares required for replacement during day to day maintenance and Breakdown /Corrective Maintenance to avoid delay.
- 30. The contractor shall provide Quarterly reports on the condition of the equipment in an agreed format. Records of each routine visits and call out visits, together with details of the work done or action done or action taken, shall be entered on a log book which shall be provided by the Contractor and retained in the location as decided by the Employer's Representative.
- 31. It is desirable that no Passenger ever get trapped inside the Elevator. NIEPMD shall designate relevant persons who shall be given necessary training in Elevator operation &/or Emergency Rescue operation. After Training Competency Certificates shall be issued by the contractor.
- 32. The scope of work also includes preparation of elevators for lifts Inspector's inspection and to obtain Lift License /renewal of the Lifts license during period of Contract. The licensing fees paid by the contractor shall be reimbursed by NIEPMD on submission of receipts. However, all other charges & Liaisioning workexpenses (if any) shall be borne by the contractor.

PAYMENTS:

- 1.1 The Agency should submit its claim for the services rendered showing distinctly the charges payable. These claims are to be made in the last week of the month immediately following the quarter for which the bill is raised. Any changes in the Government taxes as and when notified, will be considered only on submission of documentary evidence.
- 1.2 Payment will be made to the contractor on agreed AMC basis quarterly after ascertaining the satisfactory performance of contractual responsibility carried out during the bill period. In case any repair out of scope of AMC should be carried out after approval from the institute.
- 1.3 No advance payment claims or running bills will be entertained.
- 1.4 Income Tax and any other statutory levies will be deducted at source as per the desin force from time to time.

INDEMNITY BOND:

Successful bidder should indemnify the Institute against any claim by any authority. In the event the Institute has to pay any individual, statutory body or any agency for reasons directly or indirectly attributable to this contract, the contractor only should pay such claim/damages and even if the Institute is called upon to pay such

damages/penalties, the Contractor will reimburse the same. This is subject to the condition that the Institute complies with various requirements inrespect of the laws applicable to it.

TERMINATION OF THE CONTRACT

Termination beyond the probationary period: NIEPMD alone reserves the right to terminate a contract by giving 30 days' notice and without assigning any reasons thereof.

OTHER TERMS AND CONDITIONS

- (a) NIEPMD will not be responsible for any accident, death or injury to your employees which wouldarise during the course of their duty nor shall be responsible or be liable to pay damage or compensation to such persons. The agency/contractor should at all times indemnify and keep NIEPMD indemnified against all claims which may be made under Workmen Compensation Act, 1923 or any statutory modifications thereof or otherwise for or in respect of any damages or compensation payable in consequence of any accident or injury sustained by any workman or other person whose entry into our premises has been authorized by contractor.
- (b) If, at any time, during the performance of the contract, the contractor encounter conditions impending timely performance of service, then they should promptly notify NIEPMD, in writing, of the fact of the delay, the cause of delay and its likely duration. NIEPMD shall evaluate the situation and at its discretion extend the suppliers time for performance and the decision of NIEPMD would be final and binding.
- (c) **INSPECTION:** Materials on its arrival at our office will be inspected by NIEPMD Authorised personnel and their decision in the matter will be considered final. The rejected materials will be returned to the Contractor for replacement and all charges on the same will have to be borne by the Contractor. Replacement should be carried out within 2 days.
- (d) The contractor should have proper telephone numbers and email enabling NIEPMD to contact them at any time. (Availability: 24x7, round the year)
- (e) If any damage to any other person/persons at the premises or buildings of NIEPMD, is attributable to the Agency, such damages should be made good by the Agency. The agency/contractor shall be responsible for any insurance coverage of their employees.
- (f) Security staff shall be at liberty to exercise check on any of the workers, supervisors while entering, search them in the premises during the work and while leaving from the premises.
- (g) The contractor should ensure that his personnel use proper safety measures while performing their duties to avoid any accidents.
- (h) The contractor shall hand over the equipment in perfect working order to NIEPMD/ incoming contractor appointed by NIEPMD at the expiry of his contract period.
- (i) The contractor shall be held responsible for any act of omission or commission,

on part of his employees.

- (j) The contractor or his authorized representative has to attend a meeting every month or at such frequency as decided and informed by NIEPMD for discussion/and evaluation of performance with the NIEPMD representative. The NIEPMD representative will confirm the date and time of the meeting.
- (k) NIEPMD shall have the right to make Minor Alterations/ Additions/ Substitutions in the Scope of Work or issue instructions that may be deemed necessary during the period of the contract and contractor shall carry out the work in accordance with the instructions which may be given to him by the NIEPMD's representative.
- (I) NIEPMD shall have right to decide replacement of any lift during the contract period. In case any lift gets replaced by a new one, then that would be covered under warranty, hence its maintenance contract will be terminated on pro rata basis on the day of its replacement, while contract will continue for remaining lifts.
- (m) The contractor shall have no right, title or interest in the site made available by NIEPMD for the execution of the work of in the building, structure or work executed in the said site or in the goods, Articles or materials etc. brought at the said site (unless the same specifically belong to the contractor) and the contractor shall not have or deem to have any lien whatsoever charge for unpaid bill, not be entitled to assume or retain possession or control of site or structures or materials or equipment and NIEPMD shall have an absolute right to take full possession of the site and to remove the contractor, their workmen, agents, representatives, materials etc. belonging to the contractor and laying on the site.

DEDUCTIONS ON ACCOUNT OF NON-SATISFACTORY WORK:

- a) Damage to NIEPMD assets or equipment's etc., if caused by the agency staff, the acquisition cost of assets, will be levied as penalty as decided by NIEPMD. The amount of losses/damages will be recovered from either bills/security deposit of the agency.
- b) Misbehavior like quarreling, abusing etc., between the staff employed by the agency, causing disturbance in the premises: Rs.500/- per occasion and replacement of such personnel immediately.
- c) In NIEPMD Campus smoking & chewing tobacco etc. is prohibited. Worker who is habitual of these items is deputed in campus if any found violating this rule will be asked to leave the premises and should be replaced immediately.
- d) A penalty of Rs. 500/- per day per elevator shall be imposed if a complaint remains unresolved by more than 2 days subject to a maximum of 10% of total the contract value during the entire contract period.
- e) If specified quality work is not maintained for on account of non-satisfactory work performance, a proportionate deduction for that non-satisfactory work will be made from the bill of the contractor by the competent authority of NIEPMD. No correspondence shall be entertained from the contractor if deductions are made due to non-satisfactory work.

- f) The decision of NIEPMD will be final with regard to levying of penalty.
- g) Disputes, if any, arising out of the above tender will be referred to courts having jurisdiction over Chennai only.

ARBITRATION

Any dispute, difference or disagreement between NIEPMD and the contractor concerning the existence, validity, interpretation, performance, termination or breach under this Contract, shall be amicably resolved in good faith. Failing which, the matter shall be referred for settlement by arbitration in accordance with provisions of Indian Arbitration & Conciliation Act, 1996 as amended from time to time. Either Party may refer the dispute to the Sole Arbitrator, to be nominated by the Director, NIEPMD. The language of arbitration proceedings shall be English and the seat of the arbitration shall be Chennai. The arbitration award shall be final and binding on both the Parties.

LIMITATION OF LIABILITY

i) Neither Party to this Agreement shall be liable to the other Party for any special, incidental, indirect, punitive or consequential damages, including damages for loss of profits, business, goodwill, revenue oranticipated savings.

ii) Any other liabilities under the contract not covered above shall be limited to maximum of 100% of the agreed contract value provided that the foregoing clauses shall not apply to cases of criminal negligence or willful misconduct and to damages awarded in the case of personal injury or death to the extent such damages cannot be disclaimed under the law.

ANNEXURE-I

BIDDER AGENCY DETAILS

Please provide details as per format given below only.

1.0	Name / Address of the Agency	
	Tele. nos.	
	Fax nos.	
	Mobile Nos.	
	E-mail	
1.1	Statutory Requirements:	
	Please state whether the Agency is Registered Co./Proprietary/Society/or Registered under Shops & Establishment Act. Please enclose copy of Registration accordingly	
1.2	Number of Employees	
1.3	Name of the Directors and their occupation	
1.4	Experience (Years) in this service	
2.0	Nature of ANY OTHER Business carried by your company.	
3.0	Location of the Registered / Main office	
4.0	If there are branches, furnish names & location of branches in Chennai / Tamilnadu	
5.0	INCOME TAX A/C no./PAN No., GST No. & Amount of TAX PAID Last Financial year (Please enclose copy of latest Income Tax Clearance Certificate)	
6.0	Annual Turnover of the Agency in the last five financialyears for Lifts	
7.0	Vendors should attach the documentary proof/details of their experience of undertaking up to three contracts amounting to 25 lakhs or more of similar nature while submitting their quote for the previous three financial years (FY 2021-22, 2022-2023, 2023-24).	
8.0	Please provide your Agency / Company Banker's name and address.	
9.0	Is there any litigation/arbitration of whatsoever nature in respect of the contracts executed? If yes,	

	give details.	
10.0	Details of bank solvency certificate	
11.0	List of Major Existing Clients with their annual billing	

12.0	List of major Clients in the past 3 years along with their annual billing	Client Name	Contact person & no.	Contrac t Value
13.0	Details of any other information / document which may help NIEPMD in assessing bidder's capabilities for award ofcontract			

INFRASTRUCTURE

1.	Furnish details of infrastructure maintained by	
	Your agency / Company for providing	
	lifts services.	
2.	Mobile phone nos. allotted to staff working in	
	NIEPMD office who can be contacted on	
	emergency.	

ANNEXURE-II

PRICE BID UNDERTAKING

From: (Full name and address of the Bidder):

I certify that,

- 1. I have submitted the Price Bid for CMC of Maintenance of Lifts and related activities as envisaged in the Tender document.
- 2. I have thoroughly examined and understood all the terms and conditions as contained in the Tender document, and agree to abide by them.
- 3. I offer to work at the rates as indicated in the price Bid, inclusive of all applicable taxes / charges except GST.

Yours Faithfully,

(Name, Signature & Seal of authorized Representative)

ANNEXURE-III

UNDERTAKING

I hereby certify that all the information furnished above are true to my knowledge. I have no objection to NIEPMD verifying any or all the information furnished in this document with the concerned authorities, if necessary. If at any stage, the information furnished is found to be incorrect, NIEPMD shall be free to take appropriate legal action against us including but not limited to termination of contract and forfeiture of security deposit.

I / we certify that our Company/Agency has not been blacklisted/debarred from doing business by any customer organization (including Govt.) during last three financial years.

I also certify that, I have understood all the terms and conditions indicated in the tender document and hereby accept the same completely.

I/We hereby confirm we will provide services as per the terms and conditions of the contract awarded, failing which NIEPMD will be free to make alternate arrangements at our risk and cost. We also confirm that in case of unsatisfactory services, NIEPMD has the right to take any legal course of action against us.

SIGNATURE OF OWNER/DIRECTOROFFICIAL

SEAL / STAMP

Place:

Date:

ANNEXURE-IV

ROUTINE AND PREVENTIVE MAINTENANCE

Preventive & Corrective maintenance shall be carried out as per recommendation of OEMs, however, routine and preventive maintenance during the Maintenance Contract shall include the following:

1. MONTHLY:

This shall include the following, but not limited to:

- To check all bearings oil, oil rings, oil chains etc. All machines should be carefully checked and repaired for abnormal temperature rise.
- To check all relays and contracts as well as their movements and repair as necessary.
- To clean traction machines, relays panels, control panels, starter panels, selectors, governors, cartop, car gates, sills and pits.
- To check break action and adjust if necessary.
- To check and repair movement of door switches, gate switches and emergency stop switches.
- To check indicator lamps, annunciator lights, buzzer and car lights.
- To check and adjust leveling differences, break slipping, acceleration, deceleration and riding comfort.
- To check and repair movements of car control buttons, switches and the like.
- To check and repair operation of weighing devices.
- To turn grease cups for speed governors and compensating pulleys.
- To oil selectors.
- To top up rail lubricators.
- To clean ropes oil if necessary.
- To clean traction motor brushes, brush holders, and internal frame. Adjust slip rings if necessary. Check commuters.
- To oil electric brake pins.
- To oil all pins of door opening mechanism.
- To clean hoist way, beam slow down cams, outside cages rails and counterweight rails.
- To clean, oil and adjust door closer and levers.
- To clean main sheaves, secondary sheaves, and rope sheaves on car top and counterweight top.
- To clean and repair brake wheels and shoes.
- To oil compensating rope tensioning pulleys.

2. EVERY TWO MONTHS (In addition to all Monthly Checks):

This shall include the following, but not limited to:

- To clean oil door hungers, door rails, interior of hanger case. If necessary adjust acentric rollers, car door hangers, door connecting ropes and chains.
- To check and repair door shoe.
- To clean and oil safety gears.
- To clean and oil car and counterweight guide shoes. Adjust if necessary.
- To clean and oil interior of terminal limit switches and position switches. Check rubber rollersof terminal limit switches.
- To check oil clean and repair interior of door switches, gate switches. Replace worm parts if necessary.
- To check and repair flexible cable.
- To check and repair movement of limit switches.
- To clean and oil interior of car control switches.
- To clean and check push buttons of car control panels.
- To check, clean and repair the sleeves and plungers of the electromagnetic brakes.

3. **QUARTERLY (In addition to all two Monthly Checks):**

This shall include the following but not limited to:

- To check and repair the operation of terminal limit switches and final limit switches.
- To check and repair the governor switches.
- To clean the brush holders and commutators of the door motors.
- To check and repair the traction ropes for broken wire, wear elongation and even tension. Adjust if necessary.
- To remove the dust inside the traction machines and control panels using electric blower.
- To clean and repair the indicator lamps.
- To check the voltage of rectifiers and thyristors.

4. HALF YEARLY (In addition to all Quarterly Checks):

This shall include the following but not limited to:

- To check and repair the operation of safety gears.
- To check oil for oil buffers.
- To check and clean the landing buttons and contacts.
- To check and repair the compensating chains or ropes.
- To check and oil the bearing of doors motors.

- To grease the secondary sheaves, car top sheaves and counterweights.
- To check the wear of guide shoes of cars and counter weights.

5. <u>ANNUAL (In addition to all Half Yearly Checks):</u>

This shall include the following but not limited to:

- To clean the wire connection box of every landing and car cages.
- Tighten all screws and check the conditions of cables at conduit inlets and outlets.
- To check and repair the condition of worm gear and thrust bearing of the gearboxes.
- To check and tighten screw of control panels, starters panels and relay panels.
- To remove the dust inside the landing indicator switches by electric blower.
- To test all safety devices.
- To dismantle, clean and adjust the electromagnetic brake of gearless machines.
- To charge gear oil and motor oil.
- To check and tighten screws and foundation bolts of traction machine, secondary sheaves, exterior of lifts frame, guide rails, guide rails clamps, and bracket etc.
- To test the over current relays.

LIST OF MATERIALS COVERING UNDER AMC

SI. NO	COVERING ITEMS
1	MAIN VVVF & DOOR VVVF
2	OSG, MAIN ROPES, OSG ROPES, 'V' SHEAVE, DIVERTER WHEEL
3	CONTROLLER PCB BOARDS
4	CAR GUIDE SHOE LINERSS, GUIDE OIL TANK AND GEAR OIL
5	BREAKING RESISTANCE, ENCODER, MPCB, MCCB, GUIDE SHOE ASSEMBLY, SAFETY
5	GEAR ASSEMBLY AND TRANSFORMER
6	DOOR MOTOR, DOOR DRIVE, DOOR ARM, DOOR SKATE, SCREEN SENSOR, OVER LOAD
0	DEVICE
7	MAIN MOTOR ASSEMBLY AND BRAKE ASSEMBLY
8	DOOR LIMIT, SWITCHES DOOR HOOK ASSY., MCBS, SMPS
9	DOOR CONTACT SWITCHS, LEVELING SWITCHS, EMERGENCY LIGHT, CHARGER BOX
10	DOOR BEARINGS, DOOR GUIDE SHOES, DOOR ROPES
11	EMERGENCY SIREN, PUSH BUTTONS, CONTACTORS, RELAYS, BRAKE WASHER,
12	SINGLE PHASE PREVENTOR AND LANDING DISPLAY BOARD
13	GUIDE LUBRICATING OIL
14	ARD BATTERIES AND OTHER PARTS
PRESS & SPEAK, TRAVELLING CABLE, SHAFT HARNESS ASSEMBLY, GUIDE RAI	
15	BUFFER& BUFFER SWITCH
16	COMPENSATION CHAIN & ROLLER ASSEMBLY, OSG TENSION WEIGHT ASSEMBLY

LIST OF MATERIALS NOT COVERING UNDER AMC

SL.	NON-COVERING ITEMS	
NO.		
01	CAR DOOR, DOOR AND GATE, HANDLES, DOOR BEADING, DOOR	
	GLASSES, DOOR FRAMES	
02	SILLS, PUSH BOX COVERS IN, LANDINGS AND CAR ELECTRIC, INCOMING	
	MAINS, MAIN SWITCH	
03	ALL KIND OF TFT/LED/LCD DISPLAYS, ACCESS CONTROL	
	SYSTEM	
04	FAN, LIGHT FITTINGS AND MIRROR	
05	DEFECTS DUE TO WATER ENTRY, (RAIN / FLOOD & OTHERS)	
06	DEFECTS DUE TO EXTERNAL CAUSES, / DAMAGES	
07	DEFECTS DUE TO HIGH VOLTAGE / FLUCTUATIONS / FAULTY /	
	ELECTRICAL SYSTEM	
08	EPABX TELEPHONE INTERCOM,	





Bid Number/बोली क्रमांक (बिड संख्या)[:] GEM/2025/B/5917442 Dated/दिनांक : 06-02-2025

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण		
Bid End Date/Time/बिड बंद होने की तारीख/समय	27-02-2025 14:00:00	
Bid Opening Date/Time/बिड खुलने की तारीख/समय	27-02-2025 14:30:00	
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	30 (Days)	
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of Social Justice And Empowerment	
Department Name/विभाग का नाम	Department Of Empowerment Of Persons With Disabilities	
Organisation Name/संगठन का नाम	N/a	
Office Name/कार्यालय का नाम	National Institute For Empowerment Of Persons With Multiple Disabilities (niepmd), Chennai - 603112	
क्रेता ईमेल/Buyer Email	aspo-niepmd@gov.in	
ltem Category/मद केटेगरी	Operation And Maintenance Of Lifts (Elevators) - Complete System	
Contract Period/अनुबंध अवधि	5 Year(s)	
Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)	200 Lakh (s)	
Years of Past Experience Required for same/similar service/उर्न्ही/समान सेवाओं के लिए अपेक्षित विगत अनुभव के वर्ष	3 Year (s)	
Past Experience of Similar Services required/इसी तरह की सेवाओं का पिछला आवश्यक अनुभव है	Yes	
MSE Exemption for Turnover/टर्नओवर के लिए एमएसई को छ्ट प्राप्त है	Yes	
Startup Exemption for Turnover/ टर्नओवर के लिए स्टार्टअप को छ्न्ट प्राप्त है	Yes	

Bid Details/बिड विवरण		
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Experience Criteria, Bidder Turnover, Certificate (Requested in ATC), OEM Authorization Certificate, OEM Annual Turnover, Additional Doc 1 (Requested in ATC), Additional Doc 2 (Requested in ATC), Additional Doc 3 (Requested in ATC), Additional Doc 4 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer	
Do you want to show documents uploaded by bidders to all bidders participated in bid?/	Yes	
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	Νο	
Type of Bid/बिड का प्रकार	Two Packet Bid	
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	2 Days	
Estimated Bid Value/अनुमानित बिड मूल्य	600000	
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation	
Financial Document Indicating Price Breakup Required/मूल्य दर्शाने वाला वित्तीय दस्तावेज ब्रेकअप आवश्यक है	Yes	
Arbitration Clause	No	
Mediation Clause	No	

EMD Detail/ईएमडी विवरण

Advisory Bank/एडवाईजरी बैंक	State Bank of India
EMD Amount/ईएमडी राशि	250000

ePBG Detail/ईपीबीजी विवरण

Advisory Bank/एडवाइजरी बैंक	State Bank of India
ePBG Percentage(%)/ईपीबीजी प्रतिशत (%)	5.00
Duration of ePBG required (Months)/ईपीबीजी की अपेक्षित अवधि (महीने).	62

(a). EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy./जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज़ प्रस्तुत करने है।

एमएसई केटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।

(b). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable./ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए।

Beneficiary/लाभार्थी :

Director

National Institute For Empowerment Of Persons With Multiple Disabilities (niepmd), Chennai - 603112, Department of Empowerment of Persons with Disabilities, N/A, Ministry of Social Justice and Empowerment (Director, Niepmd)

MII Compliance/एमआईआई अनुपालन

MII Compliance/एमआईआई अनुपालन	Yes	
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MSE Purchase Preference/एमएसई खरीद वरीयता

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes
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1. If the bidder is a Micro or Small Enterprise as per latest definitions under MSME rules, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.

2. If the bidder is a Startup, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to their meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
3. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
4. Years of Past Experience required: The bidder must have experience for number of years as indicated above in bid document (ending month of March prior to the bid opening) of providing similar type of services to any Central / State Govt Organization / PSU. Copies of relevant contracts / orders to be uploaded along with bid in support of having provided services during each of the Financial year.

5. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference for services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered service. If L-1 is not an MSE and MSE Service Provider (s) has/have guoted price within L-1+ 15% of margin of purchase preference /price band as defined in the relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price. The buyers are advised to refer to the OM No.1 4 2021 PPD dated 18.05.2023 for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if the credentials of the service provider are validated online in GeM profile as well as validated and approved by the Buyer after evaluation of submitted documents. 6. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be guoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and

based on competitive prices received in Bid / RA process.

7. Past Experience of Similar Services: The bidder must have successfully executed/completed similar Services over the last three years i.e. the current financial year and the last three financial years(ending month of March prior to the bid opening): -

1. Three similar completed services costing not less than the amount equal to 40% (forty percent) of the estimated cost; or

2. Two similar completed services costing not less than the amount equal to 50% (fifty percent) of the estimated cost; or

3. One similar completed service costing not less than the amount equal to 80% (eighty percent) of the estimated cost.

Excel Upload Required/एक्सेल में अपलोड किए जाने की आवश्यकता :

Lifts AMC Price Breakup - 1738828308.xlsx

Additional Qualification/Data Required/अतिरिक्त योग्यता / आवश्यक डेटा

Additional Compliance Documents required by buyer: As per ATC Document uploaded

List of consumable/Material or spare parts as applicable:<u>1738828333.pdf</u>

Please upload scope of work:<u>1738828341.pdf</u>

List, quantity, type, specifications and other details of Machines/Product:<u>1738828361.pdf</u>

Operation And Maintenance Of Lifts (Elevators) - Complete System (4)

Technical Specifications/तकनीकी विशिष्टियाँ

Specification Values		
Core		
Operation And Maintenance Service Is Required For	Complete System	
Type of Annual Maintenance Service Provider required	OEM , OEM Authorised Service Provider (ASP)	
Status/condition of equipment/machine/system (At the time of bid)	Functional but outside AMC and Warranty	
Cost of consumable/Material	Consumables to be provided by service provider (inclusive in contract cost)	
Cost of spare parts Spare parts to be provided by service provider (inclusive in contract and spare parts should be of OEM or OEM authorized/equivalent on		
Addon(s)/एडऑन		
Additional Details/अतिरिक्त विवरण		
Number of Dedicated 0		

Specification	Values
Duty hours of dedicated skilled manpower	0
Number of dedicated skilled manpower required	0
Working days in a week for skilled manpower	0
Number of dedicated semi-skilled manpower required	0
Duty hours of dedicated semi- skilled manpower	0
Working days in a week for semi- skilled manpower	0
Number of dedicated unskilled manpower required	0
Duty hours of dedicated unskilled manpower	0
Working days in a week for unskilled manpower	0

Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़

Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती / रिपोर्टिंग अधिकारी	Address/पता	Quantity(Ple ase select 1 in case operation and maintenance service is required for complete system, otherwise mention actual quantity for each line item)	Additional Requirement/अतिरिक्त आवश्यकता
1	Prabha Kant Tripathi	603112,National Institute for Empowerment of Persons with Multiple Disabilities (NIEPMD), East Coast Road, Muttukadu, Kovalam (Post)	4	 Number of months for which Operations & Maintenance service is required during contract period : 60

Operation And Maintenance Of Lifts (Elevators) - Complete System (3)

Technical Specifications/तकनीकी विशिष्टियाँ

Specification	Values	
Core		
Operation And Maintenance Service Is Required For	Complete System	
Type of Annual Maintenance Service Provider required	OEM , OEM Authorised Service Provider (ASP)	
Status/condition of equipment/machine/system (At the time of bid)	Under AMC and functional	
Cost of consumable/Material	Consumables to be provided by service provider (inclusive in contract cost)	
Cost of spare parts	Spare parts to be provided by service provider (inclusive in contract cost and spare parts should be of OEM or OEM authorized/equivalent only)	
Addon(s)/एडऑन		
	Additional Details/अतिरिक्त विवरण	
Number of Dedicated managerial/supervisory staff required	0	
Duty hours of dedicated mangerial/supervisory staff	0	
Working days in a week for mangerial/supervisory staff	0	
Duty hours of dedicated skilled manpower	0	
Number of dedicated skilled manpower required	0	
Working days in a week for skilled manpower	0	
Number of dedicated semi-skilled manpower required	0	
Duty hours of dedicated semi- skilled manpower	0	
Working days in a week for semi- skilled manpower	0	
Number of dedicated unskilled manpower required	led 0	
Duty hours of dedicated unskilled 0		
Working days in a week for unskilled manpower	0	

Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती / रिपोर्टिंग अधिकारी	Address/पता	Quantity(Ple ase select 1 in case operation and maintenance service is required for complete system, otherwise mention actual quantity for each line item)	Additional Requirement/अतिरिक्त आवश्यकता
1	Prabha Kant Tripathi	603112,National Institute for Empowerment of Persons with Multiple Disabilities (NIEPMD), East Coast Road, Muttukadu, Kovalam (Post)	3	 Number of months for which Operations & Maintenance service is required during contract period : 60

Operation And Maintenance Of Lifts (Elevators) - Complete System (2)

Technical Specifications/तकनीकी विशिष्टियाँ

Specification	Specification Values	
Core		
Operation And Maintenance Service Is Required For	Complete System	
Type of Annual Maintenance Service Provider required	OEM , OEM Authorised Service Provider (ASP)	
Status/condition of equipment/machine/system (At the time of bid)	Under AMC and functional	
Cost of consumable/Material	Consumables to be provided by service provider (inclusive in contract cost)	
Cost of spare parts Spare parts to be provided by service provider (inclusive in contract and spare parts should be of OEM or OEM authorized/equivalent only		
Addon(s)/एडऑन		

Additional Details/अतिरिक्त विवरण

Specification	Values
Number of Dedicated managerial/supervisory staff required	0
Duty hours of dedicated mangerial/supervisory staff	0
Working days in a week for mangerial/supervisory staff	0
Duty hours of dedicated skilled manpower	0
Number of dedicated skilled manpower required	0
Working days in a week for skilled manpower	0
Number of dedicated semi-skilled manpower required	0
Duty hours of dedicated semi- skilled manpower	0
Working days in a week for semi- skilled manpower	0
Number of dedicated unskilled manpower required	0
Duty hours of dedicated unskilled manpower	0
Working days in a week for unskilled manpower	0

Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़

Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती / रिपोर्टिंग अधिकारी	Address/पता	Quantity(Ple ase select 1 in case operation and maintenance service is required for complete system, otherwise mention actual quantity for each line item)	Additional Requirement/अतिरिक्त आवश्यकता
1	Prabha Kant Tripathi	603112,National Institute for Empowerment of Persons with Multiple Disabilities (NIEPMD), East Coast Road, Muttukadu, Kovalam (Post)	2	 Number of months for which Operations & Maintenance service is required during contract period : 60

Buyer Added Bid Specific Terms and Conditions/क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें

1. Generic

OPTION CLAUSE: The buyer can increase or decrease the contract quantity or contract duration up to 25 percent at the time of issue of the contract. However, once the contract is issued, contract quantity or contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration

2. Generic

1. The Seller shall not assign the Contract in whole or part without obtaining the prior written consent of buyer.

2. The Seller shall not sub-contract the Contract in whole or part to any entity without obtaining the prior written consent of buyer.

3. The Seller shall, notwithstanding the consent and assignment/sub-contract, remain jointly and severally liable and responsible to buyer together with the assignee/ sub-contractor, for and in respect of the due performance of the Contract and the Sellers obligations there under.

3. Forms of EMD and PBG

Successful Bidder can submit the Performance Security in the form of Fixed Deposit Receipt also (besides PBG which is allowed as per GeM GTC). FDR should be made out or pledged in the name of

Director, NIEPMD

A/C (Name of the Seller). The bank should certify on it that the deposit can be withdrawn only on the demand or with the sanction of the pledgee. For release of Security Deposit, the FDR will be released in favour of bidder by the Buyer after making endorsement on the back of the FDR duly signed and stamped along with covering letter. Successful Bidder has to upload scanned copy of the FDR document in place of PBG and has to ensure delivery of hard copy of Original FDR to the Buyer within 15 days of award of contract.

4. Forms of EMD and PBG

Successful Bidder can submit the Performance Security in the form of Payment online through RTGS / internet banking also (besides PBG which is allowed as per GeM GTC). On-line payment shall be in Beneficiary name

Director, NIEPMD Account No. 761297290 IFSC Code IDIB000K122 Bank Name Indian Bank Branch address Kovalam Branch (01176) . Successful Bidder to indicate Contract number and name of Seller entity in the transaction details field at the time of on-line transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer in place of PBG within 15 days of award of contract.

5. Buyer Added Bid Specific Scope Of Work(SOW)

File Attachment Click here to view the file.

6. Certificates

Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.

7. Buyer Added Bid Specific ATC

Buyer uploaded ATC document <u>Click here to view the file</u>.

8. Service & Support

AVAILABILITY OF OFFICE OF SERVICE PROVIDER: An office of the Service Provider must be located in the state of Consignee. DOCUMENTARY EVIDENCE TO BE SUBMITTED.

9. Service & Support

Dedicated /toll Free Telephone No. for Service Support : BIDDER/OEM must have Dedicated/toll Free Telephone No. for Service Support.

10. Service & Support

Escalation Matrix For Service Support : Bidder/OEM must provide Escalation Matrix of Telephone Numbers for Service Support.

11. Buyer Added Bid Specific SLA

File Attachment Click here to view the file.

Disclaimer/अस्वीकरण

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.

- 2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
- 3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
- 4. Creating BoQ bid for single item.
- 5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
- 6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
- 7. Floating / creation of work contracts as Custom Bids in Services.
- 8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for <u>attached categories</u>, trials are allowed as per approved procurement policy of the buyer nodal Ministries)
- 9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
- 10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
- 11. Creating bid for items from irrelevant categories.
- 12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
- 13. Reference of conditions published on any external site or reference to external documents/clauses.
- 14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.
- 15. Any ATC clause in contravention with GeM GTC Clause 4 (xiii)(h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

All GeM Sellers / Service Providers are mandated to ensure compliance with all the applicable laws / acts / rules including but not limited to all Labour Laws such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972 etc. Any non-compliance will be treated as breach of contract and Buyer may take suitable actions as per GeM Contract.

This Bid is governed by the <u>General Terms and Conditions/सामान्य नियम और शर्त</u>, conditons stipulated in Bid and <u>Service Level Agreement</u> specific to this Service as provided in the Marketplace. However in case if any condition specified in General Terms and Conditions/सामान्य नियम और शर्ते is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws./जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो।बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।

---Thank You/धन्यवाद---