

THE TAMIL NADU INDUSTRIAL INVESTMENT CORPORATION LIMITED

1. Tender Inviting Officer, Authority Designation, Address : Chairman and Managing Director
M/s. The Tamilnadu Industrial Investment Corporation Limited, 692, Anna Salai, Nandanam, Chennai – 35.

2. a) Name of the Work : Replacement of old model lift - on buy back arrangement and Design, Supply, Erection and Commissioning of new lift

b) Place of Execution : M/s. The Tamilnadu Industrial Investment Corporation Limited, 692, Anna Salai, Nandanam, Chennai – 35.

3. Tender Documents available place, Cost and due date for obtaining tender : Download from www.tiic.org/
www.tender.tn.gov.in
Rs.5000/-: + 18% GST (non-refundable) till closing date and time of tender

4. Earnest Money Deposit Amount : Rs.20,000/- + 18% GST

5. Due date, Time and place for Submission of tender : Upto 1.00 p.m. on 16.10.2017
TIIC, Nandanam, Chennai-35

6. Place, Date & Time of Tender Opening : At 3.00 p.m. On 16.10.2017
at Chamber of DGM (HRM) III floor, 692, Anna Salai Nandanam, Chennai – 35

7. Any other important Criteria prescribed by the Tender inviting authority : As per the Tender

ANNEXURE - I

SPECIFICATION OF PASSENGER LIFT

SL. No.Description	Specification
1. CAPACITY	13 Passenger Capacity (1 TON)
2.SPEED	1.0m Per second
3.DRIVE	Gearless with V3f drive with independent dynamic braking system with regenerative drive
4..CAR ENCLOSURE	Special Car Made up of SS Vandal Proof finish panels as per IS Specifications with LED Lighting with False Ceiling and Tubular Handrail
5.CAR SIZE	1800 W X 1000 L X 2200 H
6.CAR FLOORING	P.V.C. Floor
7.CAR ENTRANCE	Automatic Center Opening SS glass door (full height) with the latest door header system
8.LANDING ENTRANCE	Automatic Centre opening SS glass Door (full height) with latest system.
9.CAR INDICATORS	New segment digital display with Direction and Position indicator. Landing - Digital segment & position indicator with HD indication in BLUE colour
10.OTHER FEATURES	Emergency Alarm & Light, call Registration LEDs, OSG Electronic Switch, Signal Features of stainless Steel, Electro-mechanical Door Safety. Automatic Rescue Device, Fire man's Drive, Fan & LED Light Fittings in the car, Roller guide, Hall motion sensor etc.
11.CONTROL	Advanced Micro computer based – full collective logic system with / without attendant mode
12.TRAVEL	14 mts
13.CAR CLEAR CLOSING	900 mm W x 2000 mm H
14.POWER SUPPLY	400 / 415 V 3 Phase AC

ANNEXURE - II

SITE CONDITIONS

SL.No.	Description	STATUS
1	FLOORS TO NEGOTIATED	Ground floor, First floor, Second floor & Third floor
2.	SIZE OF PIT	1600 mm
3.	SIZE OF WELL	2500 X 1900 mm (clear inside)
4.	MACHINE ROOM	3500 X 3900 mm
	Lift A is to be replaced and the machine room is available for both Lift A and Lift B. The bidder shall ensure the actual measurements at site.	

OTHER ADDITIONAL FEATURES:

- Eco disc Permanent magnet synchronous motor
- Full height Infrared Light curtain safety screen
- Car registering signal
- Car Emergency Light
- Battery operated Emergency light and alarm
- Door open / Door close buttons
- Intercom
- Lift announcement system
- Circular Buttons with Number illumination
- Car door lock for additional door safety
- Serial Communication per data transmission
- VIP Switch / Landing Call Priority switch at all levels
- Overload indicators shall be provided
- Full size mirror in the Central Part
- Over speed Protection shall be provided

Scope of Work / Supply

- ❖ The existing old model geared machine shall be dismantled, replaced and design, supply, erection and commissioning the latest model gearless Eco friendly Lift.
- ❖ Life Announcement System (LAS) shall be provided. The LAS shall announce the floor level when the Lift reaches the floor and in between travel the LAS shall play Carnatic or Melody music. This music shall be approved by TIIC before installation.
- ❖ Providing new self lubricated rope to the new machine.
- ❖ Providing new traveling cables and wires.
- ❖ Providing automatic rescue device.
- ❖ New Upper horizontal beam for the CAR shall be provided with diverter wheels suitable for gearless operation.
- ❖ Provide new vertical beam for the CAR ceiling.
- ❖ Duplex logic system shall be provided.
- ❖ Providing of new guide rails for CAR, counter weight, counter weight frame.
- ❖ Statutory compliances, Certificates etc., which are necessary, shall be obtained for the new lift to be supplied by vendor. Vendor have to coordinate with the statutory authorities to get this clearance / licenses.
- ❖ Provide manufacturers warranty for a period of 1 year.

Letter of Undertaking

To

The Chairman and Managing Director
The Tamil Nadu Industrial Investment Corporation Limited
No.692, Anna Salai, Nandanam,
Chennai – 600 035

Sir,

Sub: Undertaking for participation in TIIC's Procurement Tender - Reg.

Ref: **Tender No. TIIC/PROC/ED/LIFT/2017-18 DT.27.09.2017**

I/We ----- have gone through the Terms and Conditions, Scope of Work and Specification and will abide by them as laid down in the Tender Documents (Technical bid and Price Bid)

I/We ----- hereby confirm that our Company was not blacklisted by any State Government/ Central Government/ Public Sector Undertakings during the last three years. I/We also hereby confirm that our EMD/SD was not forfeited by any State Government / Central Government / Public Sector Undertakings during the last three years due to our non-performance, non-compliance with the tender conditions etc.

I/We ----- hereby declare that all the particulars furnished by us in this Tender are true to the best of my/our knowledge and I/We understand and accept that if at any stage, the information furnished is found to be incorrect or false, I/We am/ are liable for disqualification from this tender and also are liable for any penal action that may arise due to the above.

I/We ----- certify that no refurbished components are used in the manufacturing and supply of Quoted Items and its related accessories / tendered items.

**In case of violation of any of the conditions above, I/We
understand that I/ We am/are liable to be blacklisted by TIIC for a period of
three years.**

Yours faithfully

for _____

Name, Signature

Designation

Seal

Note:

- 1) Declaration in the company's letter head shall be submitted as per format given above
- 2) If the bidding firm has been blacklisted by any State Government/ Central Government/ Public Sector Undertakings earlier, then the details shall be provided.

2. Tender Schedule

THE TAMIL NADU INDUSTRIAL INVESTMENT CORPORATION LIMITED (TIIC)

1.	Tender inviting Authority, Designation and Address	The Chairman and Managing Director The Tamil Nadu Industrial Investment Corporation Limited No.692, Anna Salai Nandanam, Chennai – 600 035 e-mail: hrm_ed@tiic.org , www.tiic.org
2.	A) Name of the Work	Design, Supply, erection and commissioning of Lift and related items by replacing the existing Lift 'A'
	B) Tender reference	TIIC/PROC/ED/ LIFT/2017-18
	C) Installation	At the premises mentioned in the column 1
3.	Tender documents available place	Tender documents can be downloaded from www.tiic.org till closing date and time of the Tender.
4.	Cost of Tender Document	INR Rs. 5,000 /- + 18% GST per Tender (Non Refundable)
5	Earnest Money Deposit (EMD)	Rs. 20,000/- + 18% GST (Rupees Twenty Thousand Only) shall be paid by way of Demand Draft or Banker's Cheque drawn in favour of The TIIC Limited, payable at Chennai only.
6	Tender submission	Two Part Tender comprising of Technical Bid and Price Bid shall be submitted MANUALLY (Stage-1 – Technical Bid, Stage-2 – Price Bid). Tenders received after the due date and time will be summarily rejected.
7	Date and Place of Pre-Bid Meeting	16.10.2017 @ 1.00 PM at the address mentioned in Column (1) above.
8	Due Date, Time and Place of submission of Tender	16.10.2017 @ 3.00 PM at the address mentioned in Column (1) above.
9	Date, Time and Place of opening of Price Bids	Immediately after opening of the Technical Bid and only the eligible Tenders of Technically Qualified Bidders will be open.

3. General Instructions

3.1 General

1. The Bidders are requested to examine the instructions, terms and conditions and specifications given in the Tender. Failure to furnish all required information in every respect will be at the Bidder's risk and may result in the rejection of bid.
2. It will be imperative for each Bidder(s) to familiarise itself/ themselves with the prevailing legal situations for the execution of contract. TIIC shall not entertain any request for clarification from the Bidder regarding such legal aspects of submission of the Bids.
3. It will be the responsibility of the Bidder that all factors have been investigated and considered while submitting the Bids and no claim whatsoever including those of financial adjustments to the contract awarded under this tender will be entertained by TIIC. Neither any time schedule nor financial adjustments arising thereof shall be permitted on account of failure by the Bidder to appraise themselves.
4. The Bidder shall be deemed to have satisfied itself/themselves fully before Bidding as to the correctness and sufficiency of its Bids for the contract and price quoted in the Bid to cover all obligations under this Tender.
5. It must be clearly understood that the Terms and Conditions and specifications are intended to be strictly enforced. No escalation of cost in the Tender by the Bidder will be permitted throughout the period of Contract or throughout the period of completion of contract whichever is later on account of any reasons whatsoever.
6. The Bidder shall be fully and completely responsible to TIIC.

3.2 Language of the Bid

- a) The bid prepared by the Bidder as well as all correspondence and documents relating to the bid shall be in English only.

3.3 Bid Currency

Price shall be quoted in Indian Rupees (INR) only and Payment shall be made in Indian Rupees only.

3.4 Contacting Tender Inviting Authority

1. Bidders shall not make attempts to establish unsolicited and unauthorised contact with the Tender Accepting Authorities / Committees, Tender Inviting Authority, Tender Acceptance Committee or Tender Scrutiny Committee after the opening of the Tender and prior to the notification of the Award and any attempt by any Bidder to bring to bear extraneous pressures on the Tender Accepting Authority shall be sufficient reason to disqualify the Bidder.
2. Notwithstanding anything mentioned above, the Tender Inviting Authority or the Tender Accepting Authority may seek bonafide clarifications from Bidders relating to the tenders submitted by them during the evaluation of tenders.

3.5 Force Majeure

Neither the TIIC nor the Successful Bidder shall be liable to the other for any delay or failure in the performance of their respective obligations due to causes or contingencies beyond their reasonable control such as:

- Natural phenomena including but not limited to earthquakes, floods and epidemics.

- Acts of any Government authority domestic or foreign including but not limited to war declared or undeclared, priorities and quarantine restrictions.
- Accidents or disruptions including, but not limited to fire, explosions, breakdown of essential machinery or equipment, power and water shortages.

3.6 Arbitration

In case of any dispute, the matter will be referred to a sole Arbitrator to be appointed by the Chairman and Managing Director of TIIC under the "Arbitration and Conciliation Act 1996". The arbitration shall be held in Chennai, India and the language shall be English only. Subject to the above, the Courts at Chennai alone only shall have jurisdiction in the matter.

Eligibility Criteria

The Bidders shall have the following Eligibility for participating in the Tender. The Bidders shall enclose documentary evidence for fulfilling the Eligibility in the Technical Bid. If a bidder fails to enclose the documentary proof for eligibility, their bid will be summarily rejected.

Sl. No.	Eligibility Conditions	Documentary Proof to be submitted
1	The Bidder / OEM shall be a Company registered in India under the Indian Companies Act 1956 / Partnership Firm / Sole Proprietorship Firm/LLP and existing for the past 3 years as on 31.03.2016	The Bidder shall provide the Certificate of Incorporation for Registered Companies, Partnership Deed for Partnership Firms GST Tax Registration Certificate for Sole Proprietorship Firms.
2	OEMs are only eligible to Bid.	Copy of Manufacturing License for LIFT shall be submitted by the OEMs.
3	OEMs shall have 3 years of existence in the business as on 31.03.2016	Copy of Purchase Order issued in the name of Bidder dated prior to 01.04.2013 and Copy of Completion / Performance Certificate for the above Purchase Order shall be submitted.
4	OEM Bidder shall have an Annual Turnover of Rs. 5.00 Crores and above in the last three Successive Audited Financial Years.	Copies of the Audited Annual Reports containing the Balance sheets and Profit and Loss account for the last 3 Audited Financial years. (2013-14, 2014-15 and 2015-16).

5	<p>The Bidder shall have executed a single order for supply, installation and commissioning of LIFT for a value of at least Rs. 15.00 Lakhs and above for any Government Departments / Organisations / Public Sector Undertakings in India in the last 3 years.</p>	<p>Relevant copies of Purchase Orders obtained and completion/ performance certificate obtained from the customers</p> <p>OEM bidder can submit the copies of the single order obtained directly in their name or in favour of their representatives / authorized dealers.</p>
6	<p><u>SERVICE FACILITIES :-</u></p> <p>The Bidder shall have adequate facilities for providing after sales service, which shall have adequate facilities and manpower to attend within short time.</p>	<p>In case of OEM's / Bidder's Own Service Centre, copies of the land-line telephone bills or valid rent agreement as on tender opening date shall be submitted as a proof for availability of the service centers.</p> <p>In case of Franchisee Service centre, the bidder shall submit a copy of the agreement entered into between the Franchisee and the Bidder stating that the Franchisee is rendering the service for the Manufacturer and the agreement shall be submitted which is valid as on date.</p>

5. Bid Preparation and Submission

5.1 Cost of Bidding

The Bidders shall bear all costs associated with the preparation and submission of Bids. TIIC will in no way be responsible or liable for these charges/costs incurred regardless of the conduct or outcome of the bidding process.

5.2 Tender Document Fee

- a) The Tender Documents may be directly purchased from TIIC on payment of fees as mentioned in the Tender Schedule. The Tender document cost may be paid by way of Demand Draft / Banker's Cheque in favour of The TIIC Limited, payable at Chennai.
- b) Alternatively the Tender Documents can be downloaded from the websites mentioned in the Tender Schedule and fee may be paid at the time of submission of Tender.

5.3 Earnest Money Deposit (EMD)

- a) An EMD amount as specified in the Tender Schedule shall be paid by way of Demand Draft or Banker's Cheque drawn in favour of "THE TIIC Limited" payable at Chennai. The Demand Draft or Banker's Cheque shall be deposited physically at TIIC before the date and time of opening of the Tender. The EMD in the form of Bank Guarantee is not acceptable.
- b) The EMD of the unsuccessful Bidders will be returned at the expense of the Bidders within a reasonable time consistent with the rules and regulations in this behalf. The EMD amount held by TIIC till it is refunded to the unsuccessful Bidders will not earn any interest thereof.

- c) The EMD amount of the Successful Bidder can be converted as part of the Security Deposit (SD) for successful execution of the work and will be returned only after the successful fulfillment of the Contract.
- d) The EMD amount will be forfeited by TIIC, if the Bidder withdraws the bid during the period of its validity specified in the tender or if the Successful Bidder fails to sign the contract or the Successful bidder fails to remit Security Deposit within the respective due dates.

5.4 Letter of Authorisation

A letter of Authorisation from the Board of Directors / appropriate authority authorising the Tender submitting authority or a Power of Attorney shall be submitted in the Technical bid, otherwise the Bids will be summarily rejected.

5.5 Two Part Bidding

Bidders shall examine all Instructions, Terms and Conditions and Technical specifications given in the Tender document. Failure to furnish information required by the Bid or submission of a Bid not substantially responsive in every respect will be at the Bidders risk and may result in rejection of Bids. Bidders shall strictly submit the Bid as specified in the Tender, failing which the bids will be non-responsive and will be rejected.

5.5.1 Technical Bid (Envelope-A)

- a) The Technical Bid format as given in the Tender shall be filled, signed and stamped on all pages. Errors if any shall be attested by the Bidders. The Technical Bid shall not contain any indications of the Price otherwise the Bid will be summarily rejected.

- b) The Technical Bids shall be typed, signed and stamped in all pages by the authorised signatory of the Bidder. Any alterations, deletions or overwriting shall be attested with full signature of the authorised signatory.
- c) The Technical Bid with supporting documents and the EMD cover shall then be put in a separate cover and sealed appropriately. The Technical Bid cover shall be superscribed as **“Technical Bid (Envelope-A) for supply of LIFT – Tender Ref.: TIIC/PROC/ED/LIFT/2017-18 dt.27.09.2017 due on 16.10.2017 @ 1.00 PM”**. The “FROM Address” and “TO Address” shall be clearly written in the cover otherwise the Bid is liable for rejection.
- d) The bidders shall submit the details of make and model of the items offered against the tender requirement.

5.5.2 Price Bid Form (Envelope-B)

- a) All the Price items as asked in the Tender shall be filled in the Price Bid Format as given in the Tender.
- b) The price quoted by the Bidder shall include cost and expenses on all counts viz. cost of equipment, materials, tools/ techniques/ methodologies, manpower, supervision, administration, overheads, travel, lodging, boarding, in-station & outstation expenses, etc and any other cost involved in the supply, erection and commissioning.
- c) The Price Bid Form shall not contain any conditional offers or variation clauses otherwise the Bids will be summarily rejected.

- d) The Prices quoted shall be in **INDIAN RUPEES (INR) only**. The Prices shall be quoted in Figures and Words. The tender is liable for rejection if Price Bid contains conditional offers.
- e) The Price Bid shall be typed and shall be signed by the authorised signatory in all pages. Any alterations, deletions or overwriting shall be attested with full signature of the authorised signatory.
- f) The cost quoted by the Bidder shall be kept firm for a period specified in the Tender from the date of opening of the tender. The Bidder shall keep the Price firm during the period of Contract including during the period of extension of time if any. Escalation of cost will not be permitted during the said periods or during any period while providing services whether extended or not for reasons other than increase of duties / taxes payable to the Governments in India within the stipulated delivery period. The Bidders shall particularly take note of this factor before submitting the Bids.
- g) The Price Bid shall be placed in a separate cover (Envelope-B) and sealed appropriately. The Price Bid cover shall be superscribed as **"PRICE Bid (Envelope-B) for supply of LIFT – Tender Ref.: TIIC/PROC/ED/LIFT/2017-18 dt.27.09.2017 due on 16.10.2017 @ 1.00 PM"**. The "FROM" address and "TO" address shall be written without fail otherwise the Price Bid is liable for rejection.

5.6 Bid closing date and time

The Bids shall be submitted not later than the date and time specified in the Tender Schedule or Corrigendum if published. Hence the Bidders shall be

cautious to submit the Bids well in advance to avoid disappointments. The BIDS received after the DUE DATE AND TIME will be summarily rejected.

5.6.1 Outer Cover

The Technical Bid cover including EMD cover (Envelope-A) and Price Bid cover (Envelope-B) shall then be put in a single outer cover and sealed appropriately by use of sealant. The outer cover shall be superscribed as **"Tender for supply of LIFT – Tender Ref.: TIIC/PROC/ED/LIFT/2017-18 dt.27.09.2017 due on 16.10.2017 @ 1.00 PM"**. The "FROM" address and "TO" address shall be written without fail otherwise the Bid is liable for rejection.

5.7 Mode of Submission of Bids

- a) The Bids shall be submitted strictly as specified in the Tender document. The Bids shall be dropped in the Tender box kept at "The TIIC Limited, III Floor, 692, Anna Salai, Nandanam, Chennai- 600 035" on or before the due date and time. The Bids will not be received personally.
- b) If the Bidder prefers to submit the Bid by post, the Bidder shall ensure that the Bid reaches to the Chairman and Managing Director, TIIC on or before the due date and time. TIIC will not be liable or responsible for any postal delay or any other delay whatsoever.
- c) If any Bid is received after Due Date and Time or unsealed or disorderly submitted or received by Facsimiles (FAX), the Bid will be treated as non responsive.

5.8 Modification and withdrawal of Bids

The Bids once submitted cannot be modified or amended or withdrawn. No documents would be supplemented after submission of Bids.

6. Tender opening and Evaluation

6.1 Technical Bid Opening

The Technical Bid will be opened on the date and time as specified in the Tender schedule in the presence of those Bidders, who choose to be present against production of an authorisation letter from the Bidding authority. A maximum of two representatives for each Bidder would be allowed to attend the Tender opening.

6.2 Initial Scrutiny

At the time of Technical Bid Opening, Initial Bid scrutiny will be conducted and incomplete details as given below will be treated as non-responsive and the Bids will be rejected summarily.

If Tenders are;

- not submitted in two parts as specified in the Tender
- received WITHOUT EMD amount

All responsive Bids will be considered for further evaluation.

The decision of TIIC will be final in this regard.

6.3.1 Technical Bid Scrutiny

1. Initial Bid scrutiny will be conducted and incomplete details as given below will be treated as non-responsive.

If Tenders are:-

- received without the Letter of Authorisation
- found with suppression of details
- with incomplete information, subjective, conditional offers
- submitted without support documents as per the Eligibility Criteria and Evaluation Criteria
- non-compliance of any of the clauses stipulated in the Tender

The decision of TIIC will be final in this regard.

6.4 Clarifications by TIIC

When deemed necessary, TIIC may seek bonafide clarifications on any aspect from the Bidder. However, that would not entitle the Bidder to change or cause any change in the substance of the Bid or price quoted. During the course of Technical Bid evaluation, TIIC may seek additional information or historical documents for verification to facilitate decision making. In case the Bidder failed to comply with the requirements of TIIC as stated above, such Bids may at the discretion of TIIC, shall be rejected as technically non-responsive.

6.5 Tender Evaluation

6.5.1 Suppression of facts and misleading information

1. During the Bid evaluation, if any suppression or misrepresentation is brought to the notice of TIIC. TIIC shall have the right to reject the Bid and if after selection, TIIC would terminate the contract, as the case may be, will be without any compensation to the Bidder and the EMD / SD, as the case may be, shall be forfeited.
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2. Bidders shall note that any figures in the proof documents submitted by the Bidders for proving their eligibility is found suppressed or erased, TIIC shall have the right to seek the correct facts and figures or reject such Bids.
3. It is up to the Bidders to submit the full copies of the proof documents to meet out the criteria. Otherwise, TIIC at its discretion may or may not consider such documents.
4. The Tender calls for full copies of documents to prove the Bidder's experience and capacity to undertake the project.

6.5.2 Technical Bid Evaluation

- a) A Tender Scrutiny Committee will examine the Technical Bids against the Eligibility Criteria and Evaluation Criteria given in the Tender document. The evaluation will be conducted based on the support documents submitted by the Bidders. The documents which did not meet the eligibility criteria in the first stage of scrutiny will be rejected in that stage itself and further evaluation will not be carried out for such bidders. The eligible Bidders alone will be considered for further evaluation.

6.5.3 Price Bid Evaluation

1. The Price Bids of the Technically Qualified Bidders alone will be opened immediately and evaluated. The Price Bid shall include all expenses towards this Tender. The Price Bids of the Technically Qualified Bidders will be opened in the presence of the Technically Qualified Bidders who are present at TIIC. The Bidders or their authorised representatives will be allowed to take part in the Price Bid Opening.

2. All the taxes indicated in the Price Bid will be taken for the Price Bid evaluation as per the Tamil Nadu Transparency in Tender Rules, with latest amendments.

6.6 Negotiations

Negotiations will be conducted with the Successful Bidder for improvement in the Scope of Work, Specification, further reduction in price and advancement of delivery schedule.

6.7 Award of Contract

1. The Contract will be awarded to the LI bidder who is the successful bidder in the tender
2. No dispute can be raised by any Bidder whose Bid has been rejected and no claims will be entertained on this account.

6.8 TIIC reserves the right to:

- Negotiate with the Bidder whose offer is the lowest evaluated price for further reduction of prices.
- Insist on quality / specification of materials to be supplied.
- Modify, reduce or increase the quantity requirements to an extent of the tendered quantity as per the provisions of Tamil Nadu Transparency in Tenders Act 1998 and Tamil Nadu Transparency in Tenders Rules with latest amendments.
- inspect the bidders' factory before placement of order and based on the inspection withhold the contract

7. Execution of Work

7.1 Acceptance of Tender and Withdrawals

The final acceptance of the tender is entirely vested with TIIC who reserves the right to accept or reject, any or all of the tenders in full or in parts without assigning any reason whatsoever. The Tender Accepting Authority may also reject all the tenders for reasons such as change in Scope, Specification, lack of anticipated financial resources, court orders, calamities or any other unforeseen circumstances. After acceptance of the Tender by TIIC, the Successful Bidder shall have no right to withdraw their tender or claim higher price.

7.2 Letter of Acceptance (LOA)

After acceptance of the Tender by TIIC, a Letter of Acceptance (LOA) will be issued to the Successful Bidder by TIIC.

7.3 Payment of Security Deposit (SD)

The successful Bidder will be required to remit a Security Deposit (SD) equivalent to **five percent** of the value of the order, inclusive of EMD by way of Demand Draft payable at Chennai or in the form of unconditional irrevocable Bank Guarantee valid for 15 months from the date of Letter of Acceptance / Bank Guarantee. The SD shall be submitted within **20 days from the date of Letter of Acceptance**. The SD furnished by the Successful Bidder in respect of the tender will be returned to them after successful fulfillment of work. The Security Deposit will be refunded to the Successful Bidder only after successful completion of the Purchase Order. The Security Deposit held by TIIC till it is refunded to the Successful Bidder will not earn any interest thereof.

The Security Deposit will be forfeited if the Successful Bidder withdraws the Bid during the period of Bid validity specified in the Tender or if the Bidder fails to sign the contract.

7.4 Execution of Contract

- a) The Successful Bidder shall execute a Contract in the INR 20 non-judicial Stamp Paper bought in Tamil Nadu, only in the name of the Bidder within 20 days from the date of Letter of Acceptance issued by TIIC with such changes/modifications as may be indicated by TIIC at the time of execution on receipt of confirmation from TIIC.
- b) The Successful Bidder shall not assign or make over the contract, the benefit or burden thereof to any other person or persons or body corporate for the execution of the contract or any part thereof without the prior written consent of TIIC. TIIC reserves its right to cancel the purchase order either in part or full, if this conditions is violated. If the Successful Bidder fail to execute the Contract within the stipulated time in the tender, the EMD/SD of the Successful Bidder will be forfeited and their tender will be held as non-responsive.
- c) The expenses incidental to the execution of the Contract shall be borne by the Successful Bidder.
- d) The conditions stipulated in the Contract shall be strictly adhered to and violation of any of the conditions will entail termination of the contract without prejudice to the rights of TIIC and TIIC also have the right to recover any consequential losses from the Successful Bidder.

7.5 Release of Purchase Order

After execution of the Contract and payment of Security Deposit, "**Firm Purchase Order**" for the supply and commissioning of Tendered items will be issued to the Successful Bidder by TIIC. The supply and payment will be based on the Purchase Order issued.

7.6 Refund of EMD

The EMD amount paid by the Successful Bidder will be adjusted towards Security Deposit payable by them. If the Successful Bidder submits Security Deposit for the stipulated value in full by way of Bank Guarantee, the EMD will be refunded. The EMD amount of the Unsuccessful Bidder will be refunded after finalisation and issue of Firm Purchase Order to the Successful Bidder.

7.7 Release of SD

The Security Deposit will be refunded to the Successful Bidder after supply erection and commissioning of the Lift and satisfied operation of the lift for 3 months from the date of commissioning.

7.8 Forfeiture of EMD and SD

- a) If the successful Bidder fails to act according to the tender conditions or backs out, after the tender has been accepted, the EMD will be forfeited.
- b) If the Successful Bidder fails to remit the SD, the EMD remitted by him will be forfeited and the tender will be held void.
- c) If the Successful Bidder fails to act up on to the tender conditions or backs out from the Contract, the SD mentioned above will also be forfeited.

7.9 Termination of Contract

7.9.1 Termination for default

- a) TIIC may without prejudice to any other remedy for breach of contract, by written notice of default with a notice period of 7 days, sent to the Successful Bidder, terminate the contract in whole or part, (i) if the Successful Bidder fails to deliver any or all of the goods within the time period(s) specified in the Contract, or fails to supply the items as per the Delivery Schedule or within any extension thereof granted by TIIC; or (ii) if the Successful Bidder fails to perform any of the obligation(s) under the contract; or (iii) if the Successful Bidder, in the judgment of TIIC, has engaged in fraudulent and corrupt practices in competing for or in executing the Contract.

- b) In the event TIIC terminates the Contract in whole or in part, TIIC may procure, upon terms and in such manner as it deems appropriate, the goods and services similar to those and delivered and the Successful Bidder shall be liable to TIIC for any additional costs for such similar goods. However, the Successful Bidder shall continue the performance of the contract to the extent not terminated.

7.9.2 Termination for Insolvency

TIIC may at any time terminate the Contract by giving written notice with a notice period of 7 days to the Successful Bidder, if the Successful Bidder becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Successful Bidder, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to TIIC.

7.9.3 Termination for Convenience

TIIC may by written notice, with a notice period of seven days sent to the Successful Bidder, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for TIIC's convenience, the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective. On termination, the successful Bidder is not entitled to any compensation whatsoever.

7.10 Execution of Work Order

The Successful Bidder shall nominate and intimate TIIC, a Qualified Executive for Single Point of Contact (SPOC), who shall be responsible for effective delivery of work complying with all the terms and conditions. The Successful Bidder shall ensure that the nominated Executive is fully familiar with the Tender Conditions, Scope of Work and deliverables.

The delivery shall be effected 2 months from the date of execution of contract. The commissioning shall be completed within 45 days thereafter.

7.11 Assigning of Tender whole or in part

The successful Bidder shall not assign or make over the contract, the benefit or burden thereof to any other person or persons or body corporate. The Bidder shall not under-let or sublet to any person(s) or body corporate for the execution of the contract or any part thereof without the written consent of TIIC.

7.12 Liquidated Damages (LD)

A penalty will be levied at the rate specified in the Contract Format for non-fulfillment of delivery schedule subject to the force majeure conditions. Even If the work is not completed in full beyond this period such performance may entail termination of contract and black listing of the Bidder from participating in any of the TIIC Tenders. This alone will not relieve the Bidder and the difference in cost of the items purchased through other technically qualified Bidders or any other alternative sources will be recovered from the successful Bidder.

7.13 Penalty for Non-Fulfilment of Tender

A penalty will be levied at the rate specified in the Contract Format in the event of non-fulfillment or non-observance of any of the conditions stipulated in the Contract, Terms and Conditions and Work Order.

7.14 Other Conditions

- a) The final decision would be based on the technical capacity and pricing of the Bidder. TIIC does not bind itself in selecting the bidder offering lowest prices.

- b) TIIC reserves the right not to accept lowest price, to reject any or all the tenders without assigning any reason, to relax or waive any of the conditions stipulated in the terms and conditions of tender as deemed necessary in the best interest of TIIC for good and sufficient reasons.

- c) The following payment terms shall be applicable:
- 1) Advance payment of 30% of the order on execution of contract
 - 2) Second Installment of 50% against receipt of material at site
 - 3) The final installment of 20% on completion of entire work including successful running of the elevator and getting statutory clearances.

7.15 Arbitration and Jurisdiction

- (a) In case of any dispute, the matter will be referred to a Sole Arbitrator to be appointed by the Chairman and Managing Director of TIIC in accordance with the "Arbitration and Conciliation Act 1996". The arbitration shall be held in Chennai, India and the language English only.
- (b) Subject to the above, the Courts at Chennai alone only shall have jurisdiction in the matter.

7.16 Other Documents to be included:

1. Copy of ESI Registration or necessary Exemption Letter for ESI Registration shall be submitted.
2. Copy of EPF Registration or necessary Exemption Letter for EPF Registration shall be submitted

Annexure-1 Technical Bid

**A1.1
Enclosures**

Check-list for

Documents to be submitted		Fill (YES or NO)
Filled Tender Technical Bid Form and Price Bid Form		
Payment of Tender fee and EMD amount		
Two Part Bid submission		
Letter of Authorisation for signing the Tender document		
Eligibility Criteria		
1. a.	Certificate of Incorporation Copy of the Bidder shall be submitted in case the Bidder is a Registered Company.	
b.	Copy of Partnership Deed shall be submitted in case the Bidder is a Registered Partnership Firm.	
c.	Copy of GST Registration Certificate shall be submitted in case the Bidder is a Sole Proprietorship Firm.	
2.	OEM's Certificate of Incorporation Copy shall be submitted	
3.	Full Copy of Work Order / Purchase Order and Completion Certificate / Performance Certificate from the customers for the supply of lift executed before 01.04.2013 for existence in the field.	
4.	Copies of Annual Reports containing the Audited Balance Sheet and Profit & Loss Account for the last 3 successive Audited Financial years as a proof for turnover. YEAR ie (2013-14, 2014-15 and 2015-16)	
5.	Full copies of Work Order or signed Agreement and performance / order completion certificate from the customers for executing single order value.	
6.	Service Centers:- Copy of Land-line telephone Bills or valid rent agreement in the name of OEM / Bidder shall be submitted as a proof for availability of the Service Centers.	
7.	Copy of SSI EM.Part I & II / Udyag Aadar Memorandum.	

**A1.2
Bidder**

Profile of the

1.	Name of the Company	
2.	Year of incorporation	
3.	Nature of the Company (Registered Company or Partnership or Proprietary)	
4.	Registered office	
	Telegraphic Address	

	Office Telephone Number	
	Fax Number	
	Contact Person	
	Name	
	Personal Telephone Number	
	Email Address	
5.	Local presence in Chennai	
	Address	
	Office Telephone Number	
	Fax Number	
	Contact Person	
	Name	
	Personal Telephone Number	
	Email Address	
6.	Registration Details	
	Permanent Account Number	
	GST Registration Number	
7.	Banker's Name, Address and Account Number	
8.	ESI Registration No. and ESI Remittance details for last 3 years	
9.	PF Registration No. and PF Remittance details for last 3 years.	

***A1.3
Eligibility Criteria***

Details in support of

Sl.No.	Description	Please give details along with proof
1.	Certificate of Incorporation	
2.	Manufacturing capacity	
3.	Annual Turn over (INR)	
	2013-14	
	2014-15	
	2015-16	
4.	Details about service centres in Tamil Nadu	

**A1.4
Evaluation Criteria**

Details in support of

1. List of Service Centres

SN	District	Name of the Bidder, who established the centre and address of the centre	Details about the facilities and no. of service persons

2. Track record on timely completed supply orders

S	Name of customers	Purchase order reference, item, quantity and locations	Schedule date given by customer	Actual date of completion supported by performance certificate

A 1.6

Declaration

I/We agree that the offer shall remain open for acceptance for a minimum period as stipulated in the Tender from the date of opening of the tender and thereafter until it is withdrawn by us by notice in writing duly addressed to the authority of opening the tender and sent by registered post with acknowledgement due or otherwise delivered at the office of the authority. The EMD amount shall not bear any interest and shall be liable to be forfeited to TIIC shall I/We fail to abide by the stipulations to keep the offer open for a period mentioned above or fail to sign and complete the contract document as required by TIIC and furnish the Security Deposit as specified in the terms and conditions of the contract. The EMD amount may be adjusted towards SD or refunded to me/us unless the same or any part thereof has been forfeited as aforesaid.

I/We agree to adhere with the schedule of implementation and deliver the items as specified in the tender.

I/We declare that the Price bid has been submitted without any conditions and strictly as per the Terms and Conditions of the tender document and I/We am/are aware that the Price bid is liable to be rejected if it contains any other conditions.

I/We declare that the information furnished in the tender is true to the best of my/our knowledge. If any false/fictitious information is found I/We agree to the rejection of the bids and consequence action.

Authorised Signatory with seal

PRICE BID

SL. NO	Description	Unit Price FOR destination (Packing, Forwarding and Insurance) with out TAXES	Installation & Commissioning charges & other charges if any (in Rs) per unit	GST	Total Unit Price with all Taxes and duties (Rs.) (3+4+5)	Remarks
(1)	(2)	(3)	(4)	(5)	(6)	(7)
1						
2.	LESS: Buy back value for existing lift					
	NET COST AFTER BUY BACK OFFER		----			

(Rupees)

TECHNICAL BID

S.No.	Description	Specification as per Tender Document	Can Supply		Remarks
			YES	NO	
(1)	(2)	(3)	(4)	(5)	(6)

Note: Please enclose all the documents for qualification as bidder
