

**Dated: 20.07.2022**

## **Corrigendum # 2**

### **CHANGE IN THE TERMS & CONDITIONS**

With reference to the Tender no. UL/RED/SBDL/03 for the Supply, Installation, Testing and Commissioning of Lifts, For Tower –“A” Global Business Park, Gurugram, there are some changes in the terms & conditions of uploaded Tender. Please note that there is no change in the schedule quantities. The change in the terms & conditions is as per attached Annexure “A”.

Note: NIT details and bid document can be downloaded from the website [www.unitechgroup.com](http://www.unitechgroup.com)

All other terms and conditions shall remain same.

Any kind of further corrigendum (if required) will be published on above website only.

Supply, Installation, Testing and Commissioning of Lifts

Project Name : Global Business Park- Tower A & D, Millennium Plaza Tower A & B

| S. NO | DESCRIPTION                                 | CLAUSE & PAGE NO                 | CONDITIONS (AS PER CONTRACT )   | RESPONSE   |
|-------|---|----------------------------------|---|--|
| 1     | PART -1 , Technical Bid                     | NIT- Page-4                      | EMD   | No change. The condition of EMD shall remain as such.  |
| 2     | PART -1 , Technical Bid, Special Conditions | Special Condition : 1.0, Page 27 | Terms of payment :<br>80% after initial inspection and delivery at site in good condition of pro-rata basis.<br>10% after completion of installation in all respect.<br>Balance 10% will be paid after testing, commissioning, trail run & handing over to the department for beneficial use.   | Special Conditions - 1.0 Payment Terms amended as under:<br>1.1 5% Mobilisation advance shall be given<br>1.2 The mobilisation advance shall be recovered by the completion of installation i.e. 90% of the work completed.<br>1.3 Payable 80% after initial inspection and delivery at site in good condition on pro-ratabasis.<br>1.4 Payable 10% after completion of installation in all respect.<br>1.5 Balance 10% will be paid after testing, commissioning trail run & handing over to the department for beneficial use. |
| 3     | PART -1 , Technical Bid, Special Conditions | Special Condition : 1.4, Page 27 | <b>Security Deposit:</b> Security Deposit shall be deducted from each running bill and the final bill to the extent of 5% of the contract value of work. The earnest money deposit shall be adjusted against this security deposit. The Security Deposit of deducted from the running bills shall be refunded in 5 installments after the expiry of defect liability period of 12 months stipulated in the contract. i.e. one installment of 20% after every year of completion of AMC. | <b>The para 1.4 of Special Conditions regarding Security Deposit is amended as under:</b><br>Security Deposit shall be deducted from each running bill and the final bill to the extent of 5% of the contract value of work. The earnest money deposit shall be adjusted against this security deposit. The Security Deposit of Contractor deducted from the running bills shall be refunded 3 months after the expiry of defect liability period of 12 months stipulated in the contract.<br><b>The para 1.5 is deleted</b>     |
| 4     | PART -1 , Technical Bid, Special Conditions | Special Condition : 2.0, Page 27 | <b>Rates :</b> The rates quoted by the tenderer, shall be firm and inclusive of all materials, labours, scaffolding, T & P and all taxes (including all duties and levies, octroi) and all charges for packing forwarding, insurance, freight and delivery, installation, testing, commissioning etc. at site including temporary constructional storage, risks, overhead charges general liabilities/obligations and clearance fro   | No change.   |
| 5     | PART -1 , Technical Bid, Special Conditions | Special Condition : 4.0, Page 28 | <b>Storage and custody of materials:</b><br>The lift machine room may be used for storage of sundry materials and erection equipment's if available or else the agency has to make their own arrangement. No separate storage accommodation shall be provided by the employer. Watch and ward of the stores and their safe custody shall be responsibility of the contractor till the final taking over the installation by the employer.   | No change.   |

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| 6     | PART -1 , Technical Bid, Special Conditions | Special Condition : 8.1, Page 29     | <b>Guarantee</b> : All equipments shall be guaranteed for a period of 12 months from the date of commissioning and taking over the installation by M/s Millennium Plaza Ltd. against unsatisfactory performance and /or break down. The equipment's components, or any part thereof, so found defective during guarantee period shall be forthwith repaired or replaced free of cost, to the satisfaction of the Engineer-in-charge. In case it is felt by M/s Millennium Plaza Ltd. that undue delay is being caused by the contractor in doing this, the same will be got done by M/s Millennium Plaza Ltd. at the risk and cost of the contractor. The decision of the Engineer-in-charge in this regard shall be final.  | The word 'Guarantee' is replaced with Warranty. All other things remain the same.   |
| 7     |   | CLAUSES:-1, Page 21                  | Liquidated Damage - Complete clause  | <b>Clause 1 on Page 21 is amended as under:</b><br>1. The contractor is to complete his work under this contract on or-before the date mentioned in the tender failing which he shall be subject to pay or allow deduction of 0.5% per week on the total amount of the contract for delay subject to a total deduction of 5% of the tender value/agreement amount or the value of final bill whichever is more as liquidated damages to the employer. |
| 8     |   | CI 3.2, P-27                         | FACTORY INSPECTION   | Inspection & Testing - Para 3.2and Para 15 of Special Conditions - <b>No change.</b>  |
| 9     |   | CL -4, P-28                          | STORAGE & CUSTODY OF MATERIAL  | Para 4 Special Conditions Page 28 - <b>No change</b>  |
| 10    |   | CL - 6, P-28                         | COMPLETION PERIOD - 06 months  | <b>Notice Inviting tender - &amp; Para 6 Special Conditions Page 28 - Regarding time of completion is amended as under:</b><br>The time of completion for total project is <b>9 months</b> as against six months notified in the notice inviting tender and Para 6 Special Conditions Page 28.  |
| 11    |   | Cl 14.0 (14.1,14.2,14.3 ,14.4) P- 30 | Minor building works for installing of equipment, foundation, making of opening in walls or in floors and restoring to their original condition, finish and necessary grouting etc as reqd.<br>Denting /Painting of Car enclosure panels, Car doors, Landing doors, andrails. , Floor covering carpets, external wiring to elevator, hoist way and machine room, other Architectural features, and replacement of batteries for alarm. etc all other replacements of equipments shall form a part of AMC.  | No Change   |
| 12    | Indemnity                                   | Para 18 of Special Conditions, P-31  | The successful tenderer shall at all times indemnify the department, consequent on this works contract. The successful tenderer shall be liable, in accordance with the Indian Law and Regulations for any accident occurring due to any cause and the department shall not be responsible for any accident or damage incurred or claims arising there from during the period of erection, construction and putting into operation the equipments and ancillary equipment under the supervision of the successful tenderer in so far as the latter is responsible. The successful tenderer shall also provide all insurance including third party insurance as may be necessary to cover the risk. No extra payment would be made to the successful tenderer due to the above. | No Change   |
| 13    | Insurance and Storage                       | 22, P-32                             | All consignments are to be duly insured the cost of the supplier. The insurance covers shall be valid till the equipment is handed over duly installed, tested and commissioned.   | No Change   |

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| 14    | Additional conditions of AMC   | Para 27 (VI) of Special Conditions | 27.0 Additional Conditions for AMC   | No Change   |
| 15    | Arbitration Clause             | 17, 18, 19 P-25                    | Complete Clause  | No Change   |
| 16    | Breach of contract             | 20 GCC P-26                        | Complete Clause  | No Change   |
| 17    | Performance Bank Guarantee     | 7 , P-28                           | 7.2 The successful tenderer shall submit an irrevocable performance guarantee of 5% of the tendered amount in addition to other deposits mentioned elsewhere in the contract for his proper performance of the contract agreement within 15 days of issue of letter of intent. This guarantee shall be in the form of government securities of fixed deposit receipts or guarantee bonds of any scheduled bank or the State Bank of India in the specified format. The performance guarantee shall be initially valid up to the stipulated date of completion plus 90 days beyond the DLP. | No Change   |
| 18    | Tender Cost                    | P-7                                | Tender Cost Rs. 1,000/- ( Demand Draft )   | No Change   |
| 19    | Maintenance -                  | 26 P-32                            | Security Deposit - Complete Clause   | No Security Deposit shall be deducted from the AMC. No change in the remaining para |
| 20    | Clearance from Local Authority | 2.1 P-27                           | The rates quoted by the tenderer, shall be firm and inclusive of all materials, labours, scaffolding, T & P and all taxes (including all duties and levies, octroi) and all charges for packing forwarding, insurance, freight and delivery, installation, testing, commissioning etc. at site including temporary constructional storage, risks, overhead charges general liabilities/obligations and clearance from local authorities, but excluding GST. GST shall be paid extra as govt. norms.  | No change   |
| 21    | To be added- New clause        | to be added                        | Suspension   | No change   |
| 22    | To be added- New clause -      | to be added                        | Statutory Approvals  | No change   |

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| 23    | To be added- New clause - | to be added              | Force Majeure                 | <p>FORCE MAJEURE</p> <p>Any delay in or failure to perform of either party, shall not constitute default so as to give rise to any claim for damages, to the extent such delay or failure to perform is caused by an act of God, due to Pandemic, or by fire, explosion, flood or other natural catastrophe, government legislation, orders or regulation etc. Failure of the Client to handover the entire site and /or release funds for the project shall also constitute force majeure. The time for performance of the obligation by the parties shall be deemed to be extended for a period equal to the duration of the force majeure event. Both parties shall make their best efforts to minimize the delay caused by the force majeure event. If the failure / delay of the Client in handing over the entire site and / or in releasing the funds continues even on the expiry of the stipulated date of completion, Engineer-in-charge, may, at the request of the contractor, foreclose the contract without any liability to either party. In the event of such foreclosure, the contractor shall not be entitled to any compensation whatsoever. If prior to such foreclosure the contractor has brought any materials to the site, the Engineer-in-Charge shall always have the option of taking over of all such materials at their purchase price or at the local current rates, whichever is lower.</p> <p>The contractor shall have no claim of damages for extension of time granted or rescheduling of milestone/s for events listed in this clause.</p> |
| 24    | To be added- New clause - | to be added              | Taxes and Duties              | No change  |
| 25    | To be added- New clause - | to be added              | Right to Use                  | No change  |
| 26    |                           | Lift specifications P-36 | Recess for granite flooring   | In addition to the above the 20mm recess shall be acceptable in all cases for granite flooring.  |
| 27    |                           |                          |                               | <p>BILL OF QUANTITIES</p> <p>The capital cost of the lifts shall include the cost of O &amp; M and DLP for the period of 12 months.</p>  |