



thsti

ट्रान्सलेशनल स्वास्थ्य विज्ञान
एवं प्रौद्योगिकी संस्थान

TRANSLATIONAL HEALTH SCIENCE
AND TECHNOLOGY INSTITUTE

(An autonomous Institute of Dept. of Biotechnology, Ministry of Science & Technology, Govt. of India)
Bioscience cluster 3rd mile stone Faridabad Gurgaon Expressway Faridabad
PHONE No. : 0129-2876421 FAX: 0129-2876 402 Web Site : www.thsti.res.in

TENDER DOCUMENT

FOR

“Annual Maintenance Contract for servicing including repairing of AC units (Window, Split & Ductable Split) installed in under THSTI buildings at NCR Biotech Science Cluster Faridabad.”

(Tender No.: THSTI/Eng./AC/03/18-19)

Tender copy issued to: -----



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(NOTICE INVITING TENDER AND PRE-QUALIFICATION CRITERIA)

E- TENDER NOTICE

BID DOCUMENT

(Two bid system)

Tender No.: THSTI/Eng./AC/03/18-19

Dated: -10/01/2019

- 1.0** On behalf of the Executive Director, Translational Health Science & Technology Institute (THSTI) Faridabad, Haryana, INDIA, online bids are invited under two bid system from reputed, eligible and qualified firms/manufacturer for the work of “**Annual Maintenance Contract for servicing including repairing of AC units (Window, Split & Ductable Split) installed in sites at Delhi, Gurgaon & Faridabad site under THSTI office at NCR Biotech science cluster 3rd Mile Stone Faridabad- Gurgaon Expressway Faridabad .**” as per schedule, specifications and as per the terms and conditions mentioned in this tender document.

Name & description of work	Work period	Estimated value under work (In Rs.)	EMD (in Rs.)	Tender Cost	Sale of Tender document	Last Date of online Submission & opening
Annual Maintenance Contract for servicing including repairing of AC units (Window, Split & Ductable Split) installed Delhi, Gurgaon & Faridabad site under THSTI office at NCR Biotech science cluster Faridabad	12 Months	934584/-	18,692/-	500/-	10.01.2019 to 30.01.2019 up to 02:30 hrs.	30.01.2019 up to 2:30 hrs. and opening on 31.01.2019 at 10:30 hrs.

2.0 PRE QUALIFICATION CRITERIA

- 2.1 The tenderer should have yearly turnover of not less than Rs. 10 lakhs for the last three years. The tenderer should attach copy of audited/ITCC Certificate (Annexure-IV).
- 2.2 The tenderer is required to produce and attach solvency certificate for minimum value of Rs. 4 Lakh from the scheduled bank duly attested by the Chartered Accountant or Senior Branch Manager of the scheduled bank. The certificate should not be more than six months old from the date of publication of tender (Annexure- VI).
- 2.3 The tenderers should have competent personnel stationed in the office/service center in Delhi/NCR. The service center in Delhi/NCR must also stock spares for providing prompt services during the guarantee period and thereafter if required. A proof to this effect must also be furnished. The tenderer should attach copy of PAN number/GST etc. (Annexure- I).

2.4 The tenderers should have completed at least;

Three similar works each of value not less than Rs. 3.73 Lakh

OR

Two similar works each of value not less than Rs 5.60 Lakh

OR

One similar works of value not less than Rs. 7.47 Lakh

in the last 3 years (i.e. Similar work means “**Annual Maintenance Contract for servicing including repairing of window /split AC units/duct-able Ac units**” in any other Govt. Department/private reputed organization, Biotech companies, Research institution & pharmaceutical laboratories during last three years). Attested copies of the completion certificates issued by the Engineer/officer in charge or above are required to be enclosed with the technical bid. The tenderer should also give complete details of the concerned authority such as name with designation, valid address, telephone/ mobile number with STD Code, etc. The completed works will be open to inspection and in case works is not up to the standard, the tender will summarily be rejected & no queries will be entertained in this regard (Annexure-III).

2.5 The tenderer may visit / examine the site and its surrounding to assess the accessibility and asses the scope of work before submitting their offer. No claims later on shall be entertained. The tenderers shall arrange & maintain at his own cost all materials, T & P, Water and facility for workers for executing the work (Annexure-II).

3.0 Sale of tender document

3.1. The complete tender document is available for sale at THSTI website and CPP portal from 10/01/2019 to 30/01/2019 up to 2:30 hrs. on payment of non-refundable fee of Rs.500/- through a demand draft in favour of THSTI payable at Gurgaon. In case of downloading of tender document from website, the tender fees of Rs. 500/- should be paid through demand draft along with bid security. However in case of downloading of tender documents from website it will be the responsibility of applicants / firms to ensure that complete tender documents has been downloaded.

4.0 Submission of bids

4.1. Under the two bid system, the bidders are required to submit their online ‘Technical bid’ and ‘Financial bid’ separately.

4.2. The ‘Technical bid’ should consist of the following documents:

- a. Application form along with documents relating to eligibility criterion
- b. Bid Security(EMD)
- c. Tender fee Rs.500/- (If not already paid)
- d. Power of attorney of person authorized to sign the Bid
- e. Complete Tender Document duly signed and stamped

4.3. The ‘Financial bid’ should contain the following documents:

- a. Price bid as per the prescribed format.

4.4. The last date for online submission of bids duly complete in all respect is 30/01/2019 up to 02.30 hrs. The bid should be valid and open for acceptance for a period of 180 days from the date of opening the technical bid.

5.0 Opening of Technical bid.

5.1. Technical bid of all tenderers shall be opened on 31/01/2019 at 10.30 hrs. at THSTI, Faridabad in the presence of tenderers or their authorize representative. A two stage screening process will be adopted for evaluation of technical bid as discussed under clause 6.0

6.0 Evaluation of Technical bid

6.1. Screening of pre-qualification documents

6.1.1. At this stage the bid will be evaluated for compliance with the minimum pre-qualification criteria as listed above. The screening will be done purely on the basis of documentary evidence submitted by the tenderer along with his technical bid.

6.1.2. The decision of Bid Evaluation Committee as regards to the evaluation of bids will be final and no correspondence will be entertained in this regard.

6.2. Final short-list

6.2.1. The name of firms who qualify the Pre-Qualification Criteria will be included in the 'Final short list' and will become eligible for opening of their Price bid.

7.0 Opening of Price bid

7.1. The price bid of final short listed bidders only will be opened at a date and time to be decided by the competent authority and will be communicated to the concerned parties.

8.0 Evaluation of price bid and award of work

8.1. The work will be awarded to the tenderer whose bid has been determined to be eligible and to be substantially responsive to the tender documents and who has offered the lowest evaluated bid.

KINDLY NOTE THAT ONLY ONLINE BID WILL BE CONSIDERED AGAINST THIS TENDER.

- **Further, requests for postponements will not be entertained. Bids send by post /Fax/email bids shall be rejected straightway.**
- **Executive Director, THSTI reserves the right to accept/ reject any or all tenders either in part or in full without assigning any reasons therefor.**
- **Corrigendum/amendments etc., if any, will be notified only on the THSTI web site and no separate advertisement will be made for the same. All prospective bidders are therefore advised to regularly visit the THSTI web site (i.e. www.thsti.res.in) for any future information or update.**

Engineer IEE

Signature of tenderer with Seal & Date

(INSTRUCTIONS TO BIDDERS)

- I. The Tenderer should sign and stamp each page of the tender documents.
- II. The Tenderer may furnish any additional information, which he thinks is necessary to establish his capabilities to successfully complete the envisaged work. He is however, advised not to furnish superfluous information. No information shall be entertained after submission of tender documents unless it is called for by the THSTI.
- III. Any information furnished by the Tenderer found to be incorrect either immediately or at a later date, would render him liable to be debarred from tendering/taking up of work in THSTI.
- IV. Any variation in the terms and conditions of the general/special conditions for payment, tender fees, security deposit, etc. is not acceptable to THSTI and such tenders will be rejected straight away.
- V. THSTI reserves the right to award the contract in full or in part as per the decision of the competent authority.
- VI. THSTI is not responsible for any postal delay in receipt of the application / receipt of tender documents etc. It is the responsibility of tenderer to make sure that the tender is received in time.
- VII. The contractor has to inform contact no. and the person to be contacted in case of any query.
- VIII. The tenderer shall attach the copy of PAN Card, GST registration.
- IX. Acceptance of tender shall rest with the THSTI which shall not be bound to accept the lowest tender and reserves to itself the right to reject any or all tenders received without assigning any reasons therefore.
- X. Incomplete tenders are liable to be rejected.
- XII. Any bid received by the THSTI after the deadline for submission of bids will be rejected and/or returned to the tenderer.

ENGINEER (IEE)

Signature of tenderer with Seal & Date

(GENERAL CONDITIONS OF CONTRACT)

GENERAL CONDITIONS OF CONTRACT

1.0 CONTRACT DOCUMENT- The terms ‘contract document’ means the Notice Inviting Tender, Tender form, Instructions to bidders, Special Conditions, General Conditions of Contract, Specifications, Price Schedule and Drawings and Articles of Agreement.

1.1 “THSTI” shall mean Translational Health Science and Technology Institute with its present office at 3rd mile stone Faridabad Gurgaon Expressway Haryana 121001.

1.2 The Contractor shall mean the sole proprietor, or firm or company whether incorporated or not, undertaking the works and shall include the legal representative or such individual successors, heirs, administrators or assignees of such sole proprietor, firm or company, as the case may be or the persons composing such firm or company of the successors of such firm or company and the permitted assignees of such individual or firms or company.

1.3 Engineer-in-charge shall mean the officer designated by the Executive Director, THSTI who shall supervise and shall be in charge of the work, and issue necessary instructions at site, on behalf of THSTI.

1.4 Contractor shall strictly conform to the specification, price schedule, general and special terms and conditions, if any, and any other matter contained in the tender documents issued by the THSTI.

1.5 Contractor shall strictly conform to the specification, price schedule, general and special terms and conditions, if any, and any other matter contained in the tender documents issued by the THSTI.

1.6 The estimated value under work, Bid Security (Earnest Money) and Performance Security are as follows:

- | | | |
|----|--------------------------------------|--|
| A) | Estimated cost | : Rs. 934584/- |
| B) | Bid Security (Earnest Money Deposit) | : Rs. 18,692/- |
| C) | Performance Security | : 5% of the total value of work order. |

2.0 BID SECURITY (EARNEST MONEY DEPOSIT) -Earnest money along with the tender will be accepted only in the form of demand draft drawn in favour of “Translational Health Science & Technology Institute” drawn on a Nationalized/Scheduled bank. The demand draft shall be payable at Faridabad.

2.1 The bid securities of unsuccessful tenderer will be returned as promptly as possible as but not later than 30 days after the expiry of the period of bid validity prescribed by THSTI.

2.2 The bid Security of the successful bidder will be returned upon the tenderer executing the work and furnishing the required Performance Security.

- 2.3 Withdrawal or modification of offer by the tenderer during the interval between the deadline for submission of bids and expiry of the period of bid validity will not be permitted and will result in the forfeiture of its bid security.

3.0 PERFORMANCE SECURITY- The contractor will be required to furnish performance security as per prescribed format for an amount equal to 5% of the estimated value of the work in the form of CDR/FDR/DD/bank guarantee (of nationalized/ Scheduled Bank in a standard format) within two weeks from the date of signing/execution of a work agreement. The performance security should remain valid for a minimum period of one year plus three months claim period from the date of execution of work agreement.

- 3.1 The performance security will be released on expiry of the warrantee period of work (12 Months) subject to satisfactory fulfillment of its obligations by the contractor under the work.
- 3.2 Failure of the successful contractor to lodge the required Bank Guarantee shall constitute sufficient grounds for the annulment of the Award and forfeiture of the Bid Security, in which event the THSTI may make the Award to the next lowest evaluated tenderer or, if there are no other tenderer, call for new bids.
- 3.3 In the event of breach of contract by the contractor, the performance security will liable to be forfeited by THSTI.

4.0 TIME FOR COMPLETION OF WORKS- The work will be awarded to the successful tenderer for a period of 12 Months. The work orders placed under this work/ services will have to be delivered at site within a stipulated time during contract period of 12 Months from the date of issue of respective work order.

5.0 TIME AND EXTENSION FOR DELAY- If in the opinion of the Engineer-in-Charge the works is delayed by:

- a. Force majeure.
- b. Reasons of civil commotion, location combination of workers on strike or lock-out affecting any of the building trades.
- c. In consequence of the contractor for not having received in due time necessary instructions from the Engineer-in-charge for which he shall have specifically applied in writing.
- d. Reasons of Engineer-in-charge instruction

The Engineer-in-charge shall make a fair and reasonable extension of time for completion of respective job/ works. Then upon the happenings of any such event causing delay, the Contractor shall immediately give notice thereof in writing to the Engineer-in- charge but shall nevertheless use constantly his best endeavor's to prevent or make good the delay and shall do all that may be reasonably required to the satisfaction of the Engineer-in-charge to proceed with the works.

6.0 SECURITY DEPOSIT- The success bidder shall pay an amount equivalent to 5% of accepted bid amount on acceptance of tender, as Security Deposit. The amount cannot be utilized by contractor towards adjustment of any liability of the contractor.

- 6.1 In case of default on the part of contractor to perform and observe any covenant, conditions and provisions herein contained, it shall be lawful for THSTI in its absolute discretion to forfeit the whole of the security deposit or a part thereof without prejudice to any other right or remedy that may be available to it against the Contractor under this agreement, for such breach
- 6.2 The security deposit will be refunded only after satisfactory fulfilment of the contract. In case the contractor abandons the contract or leaves the contract unperformed, the Security Deposit is liable to be forfeited.

7.0 PAYMENT TERMS: - The payment will be made after deducting the TDS and other eligible taxes. The contract amount shall be inclusive of all taxes, levies etc. but excluding the GST as enforced by Govt. as per its applicability. The vendor shall indicate percentage and amount of service tax in their bill separately and it will be paid to him along with the payment.

No escalation shall be granted on any account over the rates quoted in the tender.

8.0 COMPENSATION FOR DELAY- Time is the essence of the contract. The time allowed for the work shall be strictly followed otherwise the Contractor shall be liable to pay compensation at the rate of 0.2 % of the ordered value of the contract per day of delay on the part of the contractor subject to a maximum of 5 % of the total ordered value. The decision of Engineer-in-charge about the delay shall final and binding.

All works shall be executed subject to the approval in all respect of the Engineer-in-charge who shall be entitled to direct at what point or points and in what manner these are to be commenced, and carried out from time to time.

9.0 CLEARANCE OF SITE- The contractor shall have to remove all waste (Melba) and other unwanted material from site of work before handing over the installation to the THSTI. The work shall not be treated as complete in all respects unless these requirements are fulfilled by him. In the event of contractor failing to do so, the THSTI shall have right to get the site cleared at the cost of contractor.

10.0 COMPLIANCE WITH LABOUR LAWS AND OTHER LAWS - The Contractor shall abide by the Contract Labour, (Regulation and Abolition) Act 1970, and Contract Labour (Abolition and Regulation) Central rules 1971. The Contractor shall comply with the provisions of Payment of Wages Act 1936, Minimum Wages Act 1948, Employees Liability Act 1938, Workmen's Compensation Act 1923, Industrial Disputes Act and other applicable regulations and other labour laws applicable to Contract Labour as mentioned below:

- a. Industrial Disputes Act.
- b. Industrial Establishment (Standing orders) Act.
- c. Trade Unions Act.
- d. The Factors Act.
- e. Employees Provident Fund & Miscellaneous Provision Act.
- f. Employees State Insurance Act.
- g. Workmen's Compensation Act.
- h. Payment of Gratuity Act.
- i. Minimum Wages Act.
- j. Payment of Wages Act.
- k. Equal Remuneration Act.
- l. Payment of Bonus Act.
- m. National / Weekly Holiday Act.
- n. Inter-state Migrant Workmen (Regulation of Employment and of service conditions) Act.

In case, THSTI is made liable to pay any amount to any third party due to non-observance of any of the statues/law as mentioned above, the same will be adjusted from any future payment due payable to the contractor or from performance security available with THSTI.

11.0 SAFETY CODE, LABOUR CAMPS SANITARY ARRANGEMENTS- The Contractor shall follow the Safety Code and Model Rules for the Protection of health and Sanitary arrangement for Workers as prescribed by the CPWD as regard to safety code and first aid facilities. In case, the Contractor fails to make the aforesaid arrangement, the Executive Director THSTI shall be entitled to do so at the risk, responsibility and cost of the Contractor. Determent panel and legal action shall be taken in the event of any failure on the part of the contractor to discharge the safety obligations which are laid down in the contract.

The contractor shall be wholly responsible for theft, burglary, fire or any other mischievous done by his staff.

12.0 PAYMENT OF WAGES BY THE CONTRACTOR- The Contractor shall directly pay to labour employed by him and shall be solely responsible for following all Government rules and regulations applicable for employment.

13.0 REMOVAL OF PERSON- The Engineer-in-charge may require the Contractor to remove from the site of the work any person or persons in the Contractor's employment who may found to be incompetent or due to misconduct and the Contractor shall forthwith comply with such requirement / instructions.

14.0 LIEN IN RESPECT OF CLAIM IN OTHER CONTRACTS -Any Sum of money due and payable to the Contractor (including the security deposit refundable to him) under the contract may be withheld or retained by way of lien by the THSTI in respect of payment of a Sum of money arising out of or under any other contract made by the Contractor with the THSTI. It is an agreed term of the contract that the sum of money so withheld or retained under this clause by the THSTI will be kept withheld or retained as such by the THSTI or till his claim arising out of the same contract or any other contract is either mutually settled or determined by the arbitration clause or by the competent court, as the case may be and that the Contractor shall have no claim for interest or damages whatsoever on this account or any other ground in respect of any sum of money withheld or retained under this clause and duly notified as such to the Contractor.

15.0 OTHER CONDITION –

15.1 The successful tenderer is responsible to provide the required manpower with qualified persons to meet the requirements of the maintenance of the installation during the contract period. The contractor shall provide any cleaning materials required. Tools required for the maintenance shall be arranged by the contractor (spanner set, cutting pliers, pipe wrenches etc.).

15.2 The staff to be engaged on this work shall have full knowledge and experience of the work in which they are engaged. The carpenter/ electrician/foreman shall have valid licenses for corresponding trades.

15.3 No subletting or subcontracting of the work will be permitted without the express consent of THSTI

15.4 All dispute arising under this contract will be subject to the jurisdiction of Haryana High Court.

15.5 In case this tender document does not contain a provision or terms for dealing with a situation that may arise during the execution of the works, the relevant provisions contained in the

- CPWD manual or any other laws/rules as per govt. shall be followed in such cases and the same will be binding on the Contractor.
- 15.6 The number of AC units covered under AMC may increase or decrease during the period of contract and proportionate payment shall be made accordingly.
- 15.7 While submitting the bid, the bidder will be deemed to have accepted, understood and accepted all the terms and conditions stated in this document and no change, whatsoever will be entertained by THSTI.
- 15.8 Dismantling/relocation/shifting of/Split Air conditioner shall be considered in the quoted rates of AMC; however, the cost of refrigerant Gas, insulated refrigerant piping, interconnection cables and drain pipe will be paid extra on actual at prevalent market rates. The contractor shall ensure that all air conditioners are in proper working conditions throughout the contract period.
- 15.9 The contract will be awarded to the bidder whose bid has been determined and found to be eligible and to be substantially responsive to the bid documents and who has offered the lowest evaluated bid of bill of quantity, provided further that the bidder has the capability and resources to effectively carry out the contract works.
- 15.10 The contract is initially for a period of 12 months from the date of its award and can be extended for further till the renewal of the work on mutual consent on the same rates, terms and conditions.
- 15.11 THSTI reserves the right to reject or to accept any bid, in whole or in part, without assigning any reason what so ever.
- 15.12 THSTI reserve the right to cancel the contract at any time in case of unsatisfactory Services provided by the vendor during the currency of contract by giving 30 days' notice of it. Engineer in charge decision shall be final in this regard and the PG will be forfeited.
- 15.13 The contractor will maintain history sheet of equipment's under maintenance contract with detailed specification.
- 15.14 Details of all minor/major, routine/preventive repair/maintenance job undertaken shall be entered into the history sheet.
- 15.15 Complaint / Feedback / Performance report: - The Contractor will maintain all records of the complaints in a Register.
- 15.16 Any damage to the building or the any part of the equipment which might result during the operation shall be repaired by the contractor.
- 15.17 Any damage resulting to the system on account of the negligence or mall- operation shall be made good by the contractor. Nothing extra will be paid for such work.
- 15.18 The contractor shall arrange to render efficient service as outlined in this specification. However, in case the contractor fails to maintain the service to the satisfaction of the Engineer-in – charge of the department and any expenditure incurred therein for alternative arrangements by the Engineer-in-charge shall be recovered from the contractor.
- 15.19 The contractor or his representative should not remove, disturb, and dislocate the existing equipment and its parts from its positions until and unless it is authorized by the Engineer – in – Charge. The entire installation should be intact at any time of inspection as was

handed over to him at the time of initial taking over of its maintenance. Care shall also be taken not to damage installation by improper handling.

- 15.20 Water and power shall be made available free of cost for bonafide use.
- 15.21 The material requires for replacement shall be of same quality/manufacturer specifications. The dismantled material shall be the property of vendor.
- 15.22 Service report: The Contractor will submit service report to Engineer – in – Charge against attending complaint/ repairing AC units duly signed by the user.
- 15.23 The Contractor should provide proper dress code while on job along with I. Card to their staff.
- 15.24 The Contractor shall be fully responsible for theft, burglary, fire or any other mischievous done his staff.
- 15.25 The Contractor shall submit bills with certificate stating the condition / performance of all Air Conditioners installed in as duly signed by contractor and bill will be paid accordingly.
- 15.26 Contractor has to provide adequate / additional staff within their quoted amount during servicing of Air Conditioners twice in a year.
- 15.27 The staff provided by the contractor will be disciplined, polite and courteous and will not misbehave with any of the patients/attendants/staff/doctors and will not enter into any unlawful activities in the premises.
- 15.28 The contractor and his staff abide by the regulations / requirement of security deptt. and strictly follow the rules under THSTI or delay other. security staff will have right to check, search or interrogate any of the contractor's staff while entering / leaving the premises for security purposes.
- 15.29 The tenderers should quote the rates in figures as well as in words.
- 15.30 Conditional tender quoted by the tenderer is liable to be rejected.
- 15.31 The contractor is required to make arrangement to provide to their mechanic with the tool plants (like insulation tapes, screw drivers, cutting pliers, hammer / drill machine etc. to carry out subject work.

Note - This is a service contract if any spare part will be required to replace the same will be supplied by the agency at the agreed rate under Part B after getting approval from the department. The payment of item will be released accordingly against invoice.

(SPECIAL CONDITIONS OF CONTRACT)

SPECIAL CONDITIONS OF CONTRACT

1. **PRICES-** Tenderers price shall be deemed to include cost of all materials, tools and tackles, taxes, delivery charges etc. whether specifically mentioned or not. The tenderer shall also include in his price all taxes, duties or other levies (viz., Excise duty, Custom duty, VAT, D. VAT, Service tax, etc.) which are legally livable on the execution of split AC installation work. The prices will remain firm & fixed during the currency of work. However, in case of any statutory variation in Taxes/Duties after the last date of submission of Tender the same shall be adjusted. The Tenderer may therefore indicate the percentage cost of material and labor to be considered for the payment of adjustment of statutory variation in Taxes/Duties as mentioned above. The prices should be quoted on F.O.R destination/ sites (Delhi, Gurgaon & Faridabad etc.) basis. (i.e. THSTI, Faridabad).
2. **UNSATISFACTORY PERFORMANCE-** If the performance of the contractor is not satisfactory and he fails to attend the complaints in time as stipulated in the tender, fails to attend the complaint to any of the works as contained in the scope of work, recovery from his bills will be made. The decision of the THSTI in respect of the magnitude of non-performance and its recovery thereof shall be binding on the contractor.
 - 2.1 The contractor shall be responsible for the acts and deeds of its staff. THSTI will in no way be responsible for violation of any applicable law, rules and / or other loss caused either by the contractor or its staff.
 - 2.2 THSTI reserves its right to recover from periodical payments to be made to the Contractor, any loss or damage that may be caused to the equipment, machinery, building or any other property of THSTI by negligence or any other reason whatsoever by the Contractor.
 - 2.3 The contractor shall be bound to maintain service record of complaints received and attended by his staff. The Staff will be under the control and supervision of the Contractor including their performance and discipline.
 - 2.4 The Contractor shall be responsible to comply with the provisions of all the applicable laws and other enactments and amendments made thereto, from time to time and the labour laws as may be in force and applicable.
 - 2.5 None of the staff of the contractor shall be liable to claim any sort of employment with THSTI.
 - 2.6 The Contractor shall ensure that the workmen employed are medically fit and in sound mind and health.
 - 2.7 The contractor would ensure that his staff must have Identity cards to enter the premises of the THSTI for due performance of duties.
 - 2.8 THSTI expects that contractor to ensure that his staff should maintain polite and courteous behavior.
 - 2.9 The contractor should ensure that his staff should not be under the influence of liquor or any other such substance while on duty and any damage caused by such of the contractor's employee will be borne by the contractor.
3. **POLICE VERIFICATION AND COMPLIANCE OF SECURITY REQUIREMENTS:** - The contractor will ensure that its staff must have Security Passes / Identity Card to enter the premises of the THSTI to attend the duties.
 - 3.1 The staff should be polite and courteous
 - 3.2 The contract will ensure that his staff should not be under the influence of liquor while on duty and any damage to the THSTI property will be borne by the contractor.
 - 3.3 The insurance should cover the period of contract.
4. **PAYMENT AND DEDUCTIONS** -Before making payment, security deposit @ 5% will be deducted from each bill and the same will be released on satisfactory completion of AMC contract period. Further, deduction towards taxes, service tax etc. as applicable, will be made before release of payment to the contractor.

5. **EXTRA ITEMS / PRICING** -In the case of extra item(s) the contractor may within two days of receipt of complaint for repairing of AC units claim rates, supported by proper analysis, for the work and the engineer-in-charge shall within one month of the receipt of the claims supported by analysis, after giving consideration to the analysis of the rates submitted by the contractor, determine the rates on the basis of the market rates and the contractor shall be paid in accordance with the rates so determined.
6. **SUBSTITUTE ITEMS/PRICING** -In case of substituted items, the rate for the agreement item (to be substituted) and substituted item shall also be determined in the manner as mentioned in the aforesaid Para.
- a. If the market rate for the substituted item so determined is more than the market rate of the agreement item (to be substituted) the rate payable to the contractor for the substituted item shall be the rate for the agreement item (to be substituted) so increased to the extent of the difference between the market rates of substituted item and the agreement item (to be substituted).
- b. If the market rate for the substituted item so determined is less than the market rate of the agreement item (to be substituted) the rate payable to the contractor for the substituted item shall be the rate for the agreement item (to be substituted) so decreased to the extent of the difference between the market rates of substituted item and the agreement item (to be substituted).
7. **ATTENDING COMPLAINTS** -The contractor shall provide services of an expert Mechanic & helper having knowledge and experience in the Checking and servicing of the AC units. The contractor is also required to work on holidays in case of need for which no extra payment shall be made. The work/ complaint register must be maintained and will be produced before the Department. The contractor will submit bill once in a quarter reported with documentary proof, which will be paid within 15 days. In case of requirement of change of spare part, the complaint may be attended within 48 hours of its receipt. Thereafter, under both the cases the delay in attending complaint shall attract a levy of compensation at the rate of Rs.300/- per day& per AC subject to a maximum of Rs.1500/- against the complaint. Thus after 5 days THSTI shall have the right to get the complaint rectified on his own through any other agency and the amount shall be recovered from the concerned agency
8. **FORCE MAJEURE**-The right of the contractor to proceed with the work shall not be terminated because of any delay in the completion of the work due to unforeseeable causes beyond the control and without the fault or negligence of the contractor, including but not limited to acts of god, or of the public enemy, restraints of a sovereign state, floods, unusual severe weather conditions.
9. **OTHER CONDITION TO BE ADHERE BY TENDERER-** The work is to be carried out as per the specifications in the tender and relevant standards of CPWD.
- 9.1 The material should be got approved before start of work.
- 9.2 The contractor shall clear the site after completion of work in all respect.
- 9.3 All the material used shall be one of the stipulated makes as per approved list of material.
- 9.4 The contractor shall comply with safety codes for Fire precaution, health requirement, scaffolds & ladders etc.
- 9.5 No T & P shall be issued by THSTI.
- 9.6 All dismantled material for which credit is not being given in the tender shall be handed over to the site engineer stored at proper place.
- 9.7 Contractor shall be fully responsible for safety of his workers and incase of any accident / mishap the entire responsibility shall be on the contractor.
- 9.8 The work shall be executed without any loss / damage to the THSTI's properties.

9.0 TERMINATION- THSTI would be at the liberty of terminating the agreement by giving the contractor a written notice of one clear month.

9.1 Being a standing offer, the work can be terminated from either side by serving one month's notice to the other party. However, all the order placed before the date of serving of such notice will be valid and binding on both the parties. Further, the orders placed under the work can also be terminated individually and the same will not lead to automatic termination of work itself unless so specified.

9.2 Notwithstanding anything elsewhere provided herein and in addition to any other right or remedy available to THSTI under the work or otherwise including right of THSTI to claim compensation for delay, THSTI may, without prejudice to his right against contractor in respect of any delay, bad workmanship or otherwise or to any claims for damage in respect of any breaches of the contract and without prejudice to any rights or remedies under any of the provisions of this work or otherwise and whether the date for completion has or has not elapsed by intimation in writing, absolutely determine and terminate the Contract.

9.3 Default or failure by the contractor in any of the under mentioned cases, including but not limited to the following shall be the basis of taking action under this clause of the contract.

- a. Failure to provide at the job site, sufficient labor, material, equipment, machinery, and / or facilities, required for the proper and / or due execution of the work or any part thereof:
- b. Failure to execute the works or any of them in accordance with the contract.
- c. Disobedience of any order or instruction of the Site Engineer and /or Engineer-in-charge.
- d. Negligence in carrying out the work or carrying out of work found to be unsatisfactory by the Engineer-in-charge.
- e. Abandonment of the works or any part thereof.
- f. If the Contractor misconduct in any manner.
- g. Delay in execution of work, which in opinion of Engineer-in-charge shall delay the completion of work beyond the stipulated date of completion.
- h. Distress, execution, or other legal process being levied on or upon any of the Contractors goods and /or assets.
- i. Death of Contractor (if an individual)

9.4 If the Contractor of any person employed by him shall make or offer for any purpose connected with the contract any gift, gratuity, royalty, commission, gratification or other inducement (whether money or in any other form) to any employee or agent to THSTI.

9.5 The decision of the Executive Director, THSTI as to whether any of the events/ contingencies mentioned in aforesaid clauses entitling THSTI to terminate the contract has occurred shall be final and binding upon the Contractor. The jobs left however by the Contractor shall be got done at his risk and cost through the other agencies and the Contract shall be determined accordingly.

10.0 ARBITRATION -Any claim, dispute or difference arising out of or in connection with this agreement and which cannot be settled by mutual consultations, shall be referred to sole Arbitration or an Arbitrator to be appointed by mutual consultations. The award of the Arbitrator shall be final and binding between the parties as per the terms and conditions of the Agreement to be executed on award of contract. The Arbitration proceeding shall be governed by the Arbitration and Conciliation Ordinance dated 26th March, 1996 and shall be conducted in Haryana.

Engineer (IEE)

SCOPE OF WORK

The scope and nature of services to be provided by the contractor shall include scheduled preventive maintenance services which cover periodic and break down servicing, along with replacement of defective spare parts, including compressor and other consumables, if required during the contract period. The rate quoted for services shall also include the all charges and routine maintenance service which shall include at least the following services:

Checking and servicing of the AC unit two times in a year & de-scaling of units if required, which includes:

1. Replacement of Filter.
2. Checking operation of controls of the air- conditioners such as thermostat, relays, remote control etc.
3. Checking air flow through the supply air grill, return air grill, condenser
4. Checking operation of the drive motors and fans
5. Checking air temperature at supply air grill, return air grill, Inlet air condenser, outlet air from condenser
6. Checking Firmness of supporting arrangement for the compressor, blower motor, air conditioners casing and fixing of air-conditioners etc. Anti-rusting Painting of the MS portion prone to rusting
7. Replacement of any component of air conditioners found defective after the above checks and tests.
8. Cleaning the condenser and evaporator coils with suitable detergent
8. Cleaning the condenser and evaporator coils with suitable detergent /chemical solution and flushing with high pressure jet of water.
9. Greasing of blower motors and all moving parts.
10. Attending to any breakdown call made immediately on receipt of verbal/written complaint during office hours on all days except. Sunday and National Holidays. The time for rectification of defect shall not exceed 48 hours in any case.
11. Dismantling/relocation/shifting of/Split Air conditioner shall be considered in the quoted rates of AMC; however, the cost of refrigerant Gas, insulated refrigerant piping, interconnection cables and drain pipe will be paid extra on actual at prevalent market rates. The contractor shall ensure that all air conditioners are in proper working conditions throughout the contract period.
12. The servicing and maintenance shall be carried out without disturbing the normal functioning of the office, the filters shall be cleaned on weekly basis and record thereof shall be maintained.
13. The history sheet of servicing/breakdown repairing of each and every unit shall be maintained. The copy of report shall be submitted along with the bill subsequent to the servicing activity. The cleaning/ minor repair of stabilizers shall be covered under the AMC contract.
14. The inventory detail of AC units as given below-:

S.No.	Location	Nos. of AC Units (Approx.)
1.	NCR Biotech Science Cluster Faridabad	100 Nos.
2.	Civil Hospital Gurgaon	12 Nos.

3.	Kasturba Hospital Dariyaganj Delhi	01 No.
4.	CNBC Hospital Geeta Colony Delhi	01 No.
	Total	114 Nos.

Note- This is a service contract if any spare part will be required to replace the same will be supplied by the agency at the agreed rate under Part B after getting approval from the department. The payment of item will be released accordingly.

ANNEXURES

Annexure-I

The tenderer whose tender is accepted is bound to execute a formal agreement with the

Details of Firm

1. Name of the Firm / Company:

2. Registered Address:

3. Address for Communication:

4. Contact Information

5. Office Phone Number:

6. Residence Phone Number:

7. Mobile Number:

8. Fax:

9. E-Mail:

10. Status of the Firm:

(Please tick appropriate box & attach proof)

Company

Partnersh

Year of Establishment:

Registration Details

Companies / Firm Registration Number & Date:

Income Tax PAN No.:

Goods & Service Tax No.:

(attach proof)

Income Tax Turnover of the Company / firm (Please attach copy of audited balance sheet and profit & loss account / IT Returns for last three financial years)

Details of works done in last 5 years. Please mention only those works which qualifies

Signature of tenderer with Seal & Date

Annexure-II

CERTIFICATE FOR SITE INSPECTION

Certified that we..... (Name of tenderer) have visited the site on dated..... and assessed the nature and amount of work involved before submitting our offer. We will be able to complete the works within the stipulated time and also certified that we will be able to supply the material/executing the work as per specification to suit the site conditions.

**Address of site: - NCR-Biotech Science Cluster at THSTI
 3rd mile stone Faridabad Gurgaon Expressway
 Faridabad Haryana-121001**

**ENGINEER-IN-CHARGE,
THSTI**

Signature of tenderer with Seal & Date

Annexure-III

EXPERIENCE OF COMPLETION OF WORKS OF SIMILAR NATURE & COMPLEXITY

(During last three years ending last day of month previous to the one in which applications are invited)

Sl. No.	Name of work / project and location	Owner or sponsoring organization	Cost of work in Lakhs	Date of commencement as per contract	Stipulated date of completion	Actual date of completion	Name and address/ telephone number of officer to whom reference may be made	Remarks

NOTE : Please attach supporting documents (completion certificates along with order copies) for the above information

Signature of tenderer with Seal & Date

Annexure-IV

FINANCIAL CAPABILITIES

Financial Year	Annual Turn Over in Indian Rupees (or equivalent to Indian Rupees) as per Audited Balance Sheet
2015-2016	Rs.
2016-2017	Rs.
2017-2018	Rs.

Financial Information in Rs. Equivalent	For year 2015-16	For year 2016-17	For year 2017-18
1. Total Assets			
2. Current Assets			
3. Total Liabilities			
4. Current Liabilities			
5. Profit before Tax			
6. Profit after Tax			
7. Net Worth			

NOTE: The above data is to be supported by audited balance sheets

1. Attach copies of audited balance sheets duly certified by the chartered accountant for all three years (2015-16, 2016-17 & 2017-18). Audited Balance sheet should mention the membership number of chartered accountant issued by ICAI along with full address.
2. Attach recent solvency certificate from bankers. The certificate should be not more than one-year-old from the date of submission of bid.

Signature of tenderer with Seal & Date

Annexure-V

SCHEDULE OF FISCAL ASPECT

1. Earnest Money to be deposited : Rs. 18,692.00
2. Time of Completion : 12 Months from the date of issue of work order
3. Terms of Payments : 15 days after submission & verification of bill.

Signature of tenderer with Seal & Date

Annexure-VI

PROFORMA FOR PERFORMANCE BANK GUARANTEE

(On a stamp paper of appropriate value from any Nationalised Bank or Scheduled Bank)

To,

Executive Director
Translational Health Science and Technology Institute (THSTI),
Bio Science Cluster 3rd Mile stone
Faridabad Gurgaon Expressway Faridabad
121001

Dear Sir,

In consideration of the Translational Health Science and Technology Institute (THSTI), Faridabad-Haryana for award of work for Annual Maintenance Contract for servicing including repairing of AC units (Window, Split & Ductable Split) installed in under THSTI buildings at NCR Biotech Science Cluster Faridabad having awarded to M/s _____ (hereinafter referred to as the said Contractor or 'Contractor' which expression shall wherever the subject or context so permits include its successors and assignees) a Contract No _____ vide letter No. _____ dated _____ and the General Conditions of Contract and upon the condition of the Contractor's furnishing Security for the performance of the Contractor's obligations and discharge of the Contractor's liability under and in connection with the said Contract upto a sum of Rs. _____ (Rupees _____ only) amounting to _____ percent of the total Contract value.

1. We, _____ (hereinafter called 'The Bank' which expression shall include its successors and assignees) hereby jointly and severally undertake to guarantee the payment to the Employer in rupees forthwith on demand in writing and without protest or demur or any and all moneys payable by the Contractor to the Employer in respect of or in connection with the said Contract inclusive of all the Employer's losses and damages and costs, (inclusive between attorney and client) charges and expenses and other moneys payable in respect of the above as specified in any notice of demand made by the Employer to the Bank with reference to this guarantee upto an aggregate limit of Rs. _____ (Rupees _____ only).
2. We _____ Bank Ltd. further agree that the Employer shall be sole judge of and as to whether the said Contractor has committed any breach or breaches of any of the terms and conditions of the said Contract and the extent of loss, damage, cost, charges and expenses caused to or suffered by or that may be caused to or suffered by the Employer on account thereof and the decision of the Employer that the said Contractor has committed such breach or breaches and as to the amount or amounts of loss, damage, costs, charges and expenses caused to or suffered by the Employer from time to time shall be final and binding on us.
3. The Employer shall be at liberty without reference to the Bank and without affecting the full liability of the Bank hereunder to take any other Security in respect of the Contractor's obligations and liabilities hereunder or to vary the Contract or the work to be done there under vis-a-vis the Contractor or to grant time or indulgence to the Contractor or to reduce or to increase or otherwise vary the prices of the total Contract value or to release or to forbear from enforcement of all or any of the Security and/or any other Security(ies) now or hereafter held by The Employer and no such dealing(s) reduction(s) increase(s) or other indulgence(s) or arrangements

with the Contractor or release or forbearance whatsoever shall absolve the bank of the full liability to the Employer hereunder or prejudice the rights of the Employer against the bank.

4. This guarantee shall not be determined or affected by the liquidation or winding up, dissolution, or change of constitution or insolvency of the Contractor but shall in all respects and for all purposes be binding and operative until payment of all monies payable to the Employer in terms thereof.
5. The bank hereby waives all rights at any time inconsistent with the terms of this guarantee and the obligations of the Bank in terms hereof shall not be anywise affected or suspended by reason of any dispute or disputes having been raised by the Contractor stopping or preventing or purporting to stop or prevent any payment by the Bank to the Employer in terms hereof.
6. The amount stated in any notice of demand addressed by the Employer to the Bank as liable to be paid to the Employer by the Contractor or as suffered or incurred by the Employer on account of any losses or damages or costs, charges and/or expenses shall be conclusive evidence of the amount so liable to be paid to the Employer or suffered or incurred by the Employer as the case may be and shall be payable by the Bank to The Employer in terms hereof.
7. This guarantee shall be a continuing guarantee and shall remain valid and irrevocable for all claims of the Employer and liabilities of the Contractor arising up to and until midnight of _____.
8. This guarantee shall be in addition to any other guarantee or Security whatsoever that the Employer may now or at any time anywise may have in relation to the Contractor's obligations/or liabilities under and/or in connection with the said Contract, and the Employer shall have full authority to have recourse to or enforce this Security in preference to any other guarantee or Security which the Employer may have or obtain and no forbearance on the part of the Employer in enforcing or requiring enforcement of any other Security shall have the effect of releasing the Bank from its full liability hereunder.
9. It shall not be necessary for the Employer to proceed against the said Contractor before proceeding against the Bank and the Guarantee herein contained shall be enforceable against the Bank notwithstanding that any Security Which the Employer may have obtained or obtain from the Contractor shall at the time when proceedings are taken against the said bank hereunder be outstanding or unrealised.
10. We, the said Bank undertake not to revoke this guarantee during its currency except with the consent of the Employer in writing and agree that any change in the constitution of the said Contractor or the said bank shall not discharge our liability hereunder.
11. We _____ the said Bank further that we shall pay forthwith the amount stated in the notice of demand notwithstanding any dispute/difference pending between the parties before the arbitrator and/or that any dispute is being referred to arbitration.
12. Notwithstanding anything contained herein above, our liability under this guarantee shall be restricted to Rs. _____ (Rupees _____) and this guarantee shall remain in force till _____ and unless a claim is made on us within 3 months from that date, that is before _____ all the claims under this guarantee shall be forfeited and we shall be relieved of and discharged from our liabilities there under.

Dated _____ day of _____ 20 _____

For and on behalf of Bank.

Issued under seal :

Signature of tenderer with Seal & Date

Annexure-VII

Solvency certificate

This is to certify that to the best of our Knowledge and information M/s having marginally noted address, a customer of our bank are/is respectable and can be treated as good for any engagement up to a limit of Rs. (Rupees.....)

This certificate is issued without any guarantee or responsibility on the bank or any of the officers.

Date of Issue: -

(Signature with Stamp)
of the Bank

Note: -

1. Banker's certificate should be on letter head of the Bank and should not be more than 6 months old from the date of publication of tender.
2. In case of partnership firm, certificate should include names of all partners as recorded with Bank.

Signature of tenderer with Seal & Date

Price Bid

Price bid

Name of work-: Annual Maintenance Contract for repairing /servicing of Split, Window, Ductable Air Conditioning units installed in THSTI Faridabad, Civil hospital Gurgaon, KH & CNBC hospital New Delhi.

Part –A Annual rate contract for servicing of AC units.

S.No.	Items	Qty. (Approx.)	Unit	Rate	Amount
1	Annual Maintenance Contract for servicing of following capacity of Air Conditioning units installed in THSTI, SAF, PRRC, Hostel, Housing, at NCR Biotech Science Cluster Faridabad, Civil Hospital Gurgaon, Kasturba Hospital Dariyaganj Delhi and CNBC hospital Delhi including oiling Chemical washing and general Service.				
	a. Window AC 1.5 Ton	54	Nos.		
	b. Split AC 1.0 Ton	08	Nos.		
	c. Split AC 1.5 Ton	25	Nos.		
	d. Split AC 2.0 Ton	20	Nos.		
	e. Ductable AC 2.5 Ton	01	No.		
	f. Ductable AC 5.5 Ton	02	Nos.		
	g. Ductable AC 8.5 Ton	01	No.		
	h. Ductable AC 22 Ton	03	Nos.		
2.	Refilling/ top up refrigerant gas i/c vacuum & nitrogen testing etc. as required as per site requirement.	200	Kg		
	Total (A)				

Part –B Annual rate contract for the repairing/replacement of following faulty spare parts: -

(I) For window AC 1.5 Ton

S.No.	Items	Qty.	Unit	Rate	Amount
1.	Compressor	02	Nos.		
2.	Running Capacitor	02	Nos.		
3.	Fan Motor	02	Nos.		
4.	Relay	02	Nos.		
5.	Thermostat	02	Nos.		
6.	Fan	02	Nos.		
7.	Blower	02	Nos.		
8.	Contactora	02	Nos.		
9.	Air Filter	02	Nos.		
10.	Condenser coil of outdoor unit	02	Nos.		
				Total (I)	

(II) For Split AC 1.0 Ton

S.No.	Items	Qty.	Unit	Rate	Amount
1.	Compressor	01	No.		
2.	Running Capacitor	01	No.		
3.	Fan Motor	01	No.		
4.	Relay	01	No.		
5.	Thermostat	01	No.		
6.	Fan	01	No.		
7.	Blower	01	No.		
8.	Contactora	01	No.		
9.	Air Filter	01	No.		

10	Condenser coil of outdoor unit	01	No.		
				Total (II)	

(III) For Split AC 1.5 Ton

S.No.	Items	Qty.	Unit	Rate	Amount
1.	Compressor	02	Nos.		
2.	Running Capacitor	02	Nos.		
3.	Fan Motor	02	Nos.		
4.	Relay	02	Nos.		
5.	Thermostat	02	Nos.		
6.	Fan	02	Nos.		
7.	Blower	02	Nos.		
8.	Contactora	02	Nos.		
9.	Air Filter	02	Nos.		
10.	Control card (PCB)	02	Nos.		
11.	Condenser coil of outdoor unit	02	Nos.		
				Total (III)	

(IV) For Split AC 2.0 Ton

S.No.	Items	Qty.	Unit	Rate	Amount
1.	Compressor	02	Nos.		
2.	Running Capacitor	02	Nos.		
3.	Fan Motor	02	Nos.		
4.	Relay	02	Nos.		
5.	Thermostat	02	Nos.		

6.	Fan	02	Nos.		
7.	Blower	02	Nos.		
8.	Contactor	02	Nos.		
9.	Air Filter	02	Nos.		
10.	Control card (PCB)	02	Nos.		
11.	Condenser coil of outdoor unit	02	Nos.		
				Total (IV)	

(V) Ductable AC 2.5 Ton

S.No.	Items	Qty.	Unit	Rate	Amount
1.	Compressor	01	No.		
2.	Running Capacitor	01	No.		
3.	Fan Motor	01	No.		
4.	Relay	01	No.		
5.	Thermostat	01	No.		
6.	Fan	01	No.		
7.	Blower	01	No.		
8.	Contactor	01	No.		
9.	Air Filter	01	No.		
10.	Control card (PCB)	01	No.		
11.	Condenser coil of outdoor unit	01	No.		
				Total (V)	

(VI) Ductable AC 5.5 Ton

S.No.	Items	Qty.	Unit	Rate	Amount
1.	Compressor	01	No.		

2.	Running Capacitor	01	No.		
3.	Fan Motor	01	No.		
4.	Relay	01	No.		
5.	Thermostat	01	No.		
6.	Fan	01	No.		
7.	Blower	01	No.		
8.	Contactactor	01	No.		
9.	Air Filter	01	No.		
10.	Control card (PCB)	01	No.		
11.	Condenser coil of outdoor unit	01	No.		
				Total(VI)	

(VII) Ductable AC 8.5 Ton

S.No.	Items	Qty.	Unit	Rate	Amount
1.	Compressor	01	No.		
2.	Running Capacitor	01	No.		
3.	Fan Motor	01	No.		
4.	Relay	01	No.		
5.	Thermostat	01	No.		
6.	Fan	01	No.		
7.	Blower	01	No.		
8.	Contactactor	01	No.		
9.	Air Filter	01	No.		
10.	Control card (PCB)	01	No.		
11.	Condenser coil of outdoor unit	01	No.		
12.	Gas Charging	01	No.		
				Total(VII)	

(VIII) Ductable AC 22 Ton

S.No.	Items	Qty.	Unit	Rate	Amount
1.	Compressor	01	No.		
2.	Running Capacitor	01	No.		
3.	Fan Motor	01	No.		
4.	Relay	01	No.		
5.	Thermostat	01	No.		
6.	Fan	01	No.		
7.	Blower	01	No.		
8.	Contactora	01	No.		
9.	Air Filter	01	No.		
10.	Control card (PCB)	01	No.		
11.	Condenser coil of outdoor unit	01	No.		
				Total(VIII)	

TOTAL B (I+II+III+IV+V+VI+VII+VIII) =

TOTAL (A+B) =

Signature of tenderer with Seal & Date