



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

e-TENDER DOCUMENT

Modification in HVAC System installed in PRRC Building at NCR Biotech
Science Cluster Faridabad.

Tender No. THS.E.103.2022-23.NIT/01



e-NOTICE INVITING TENDER

Tender No.- THS.E.103.2022-23.NIT/01

1.0 NOTICE INVITING TENDER

Online tenders are invited on behalf of the Executive Director, THSTI under Two-Bid System (Technical bid and Financial bid) from contractors/agencies having experience of executing similar work i.e. Supplied and Installed Underground Diesel Tank in Govt/PSU/Autonomous bodies or reputed private sector organisation at least since the last seven years supported by documentary evidences for the Work: **“Modification in HVAC System installed in PRRC Building at NCR Biotech Science Cluster Faridabad”** as per schedule, specifications and as per the terms and conditions mentioned in this tender document.

Off-line/physical bids shall not be accepted and no request will be entertained on any ground/reason.

Web site Url :	https://eprocure.gov.in/ https://THSTI.res.in
Address:	Translational Health Science And Technology Institute, NCR Biotech Science Cluster, 3 rd Milestone, Faridabad- Gurugram Expressway, Faridabad - 121001, Haryana
Contact Details	Engineer , THSTI 0129-2876421
Name Of Work	Modification in HVAC System installed in PRRC Building at NCR Biotech Science Cluster Faridabad.
Estimated Amount	₹10.8/- Lac including GST
Earnest Money	Rs. 21600/-
Tender Fee	Rs. 590/- Inclusive of GST
Time for completion of work	30 Days
Tender Uploading Date	24.11.2022
Tender Closing Date & Time	30.11.2022 11:00 Hrs
Date of Opening of Technical bid	01.12.2022 Time 11:30 Hrs
Date of Opening of Financial bid	Will be notified to the technical qualified bidders later.

QUALIFICATION CRITERIA

1. The Tenderers must be Contractor/Agency **and must have repairing/modification work of the HVAC system** in Govt./PSUs/ Autonomous bodies or reputed private organization at least since last seven years supported by documentary evidence and must have among list of big clients, at least two of such bodies.

One similar completed work, costing not less than an amount of **₹8.64 Lac.**

OR

Two similar completed work, costing not less than an amount of **₹6.48 Lac.**

OR

Three similar completed work, costing not less than an amount of **₹4.32 Lac.**

(i.e. Similar work means **repairing/modification work of the HVAC system (supported with completion certificate and TDS Certificate in case work completed in private sector,**) in any other Govt. Department or reputed private sector during last seven years). Attested copies of the completion certificates issued by the Engineer /Head of department/ owner 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.

2. The firm should have not been blacklisted, debarred, declared non performer or expelled from any work of Union Government/ State Governments/ PSUs etc. during the last 5 years. They should also submit a self-declaration on its letter head for the same. The firm should also provide information regarding litigation / arbitration cases for the last five years as per **Annexure-IV**
3. The tenderer may visit / examine the site and its surrounding to assess the accessibility and assess 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. Refer "**Annexure-VIII**"
4. Annual average financial turn over should be at least ₹ 6.0 lacs during the immediate last 3 consecutive financial years. Refer "**Annexure-V**"
6. Agency must have its Service Centre/ office in Delhi NCR. Refer "**Annexure-VI**"
7. Agency must submit make and model with detail technical specification of **HVAC system** drawings etc intends to supply. Refer "**Annexure-X**"
8. The tenderer is required to produce and attach solvency certificate for minimum value of Rs. 5.0 lacs 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-XII**
9. Presentation
10. Even though the applicants meet the above criteria, they are subject to be disqualified if they have:
 - i) Made misleading or false representation in the form, statement and attachments submitted in and or

- ii) Record of poor performance such as abandoning the work, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures, etc.
- iii) Found to have been black listed in any other works.

11. Small scale Industries/ Startup shall **be exempted** only for payment of tender cost deposit as per eligibility limits with submission of valid documents as per the NIT **(Copy enclosed)**.

Note:- As per the CPWD OM dated- 27.06.2017 and OM number DG/MAN/Misc./12 dated- 25.07.2017; exemption to MSME should be given for procurement of goods and services and not for work contracts. This is a specialized work requiring experience in executing similar work.

Registration Process

Bidders to enrol on the e-Procurement module of the portal <https://eprocure.gov.in> by clicking on the link "Bidder Enrolment". Enrolment on the CPP Portal free of charge.

The bidders to choose a unique username and assign a password for their accounts. Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the e-Wizard Portal.

Bidders to register upon enrolment their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India with their profile.

Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSCs to others which may lead to misuse. Foreign bidders are advised to refer "DSC details for Foreign Bidders" for Digital Signature requirements on the portal.

Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

Tender Documents Search

1. Various built in options are available in the CPP Portal which is further synchronizing with CPP Portal to facilitate bidders to search active tenders by several parameters. These parameters include Tender ID, organization, location, date, value, etc.
2. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as organization name, form of contract, location, date, other keywords etc. to search for a tender published on the Online Portal.
3. Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the Online Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
4. The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

Bid Preparation

Bidder should take into account any corrigendum published on the tender document before submitting their bids.

Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid.

Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.

Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF formats. Bid documents may be scanned with 100 dpi with black and white option.

Copy of constitution or legal status of the bidder manufacturer / Sole proprietorship / firm / agency etc.

Experience Certificates for two or more similar works in last 05 years.

Copy of PAN Card / GST Registration.

Annual average turnover of the agency should be more than rupees 6.0 Lac per annum since last three years.

Brochure, original technical catalogue with detailed specification and picture of the product should be offered,

Earnest Money Deposit: The bidder will be required to submit declaration in prescribed format on letterhead duly signed by authorised signatory.

Tender **processing fee has to be paid by all the vendors** as this fee is being charged by the Online Portal service provider directly.

The bidder should have their registered office/ branch/ service/centre and support of OEM of make of item offered, in Delhi-NCR.

Specification: The Contractor must confirm in writing that the goods supplied by them shall be as per specification of goods and in case of any variation, the contract shall be liable to cancel immediately.

Bid Submission

1. Bidder to log into the site well in advance for bid submission so that he/she upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
2. The bidder to digitally sign and upload the required bid documents one by one as indicated in the tender document.
3. Bidder to select the payment option as "Online" to pay the tender fee/ EMD wherever applicable and enter details of the instrument.
4. A standard BoQ format has been provided with the tender document to be filled by all the bidders. Bidders to note that they should necessarily submit their financial bids in the prescribed format and no other format is acceptable.
5. The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
6. All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data, which cannot be viewed by unauthorized persons until the time of bid opening.

7. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
8. Upon the successful and timely submission of bids, the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
9. Kindly add scanned PDF of all relevant documents in a single PDF file of compliance sheet.

Assistance to Bidders

1. Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
2. Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 e-CPP Portal Helpdesk. The contact number for the helpdesk is 011-49606060, 23710092, 23710091

GENERAL CONDITIONS OF CONTRACT

INSTRUCTIONSTO 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 delay in receipt of the application / receipt of tender documents etc. It is the responsibility of tenderer to make sure that the tender is uploaded in time.
- VII. The contractor has to mention contact no. and the person to be contacted in case of any query.
- VIII. The tenderer shall attach the copy of PAN Card, Goods and Services Tax 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.
- XI. Any bid received after the deadline for submission of bids, will be rejected.

Engineer in-charge

Signature of tenderer with seal & date

GENERAL CONDITIONS OF CONTRACT

CONTRACT DOCUMENT

- 1 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.
- 2 "THSTI" shall mean Translational Health Science And Technology Institute with its present office at 2nd Mile Stone Faridabad - Gurgaon Expressway Haryana 121001.
- 3 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.
- 4 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.
- 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.**
- 6 Failure of the successful contractor to lodge the required performance 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.
- 7 In the event of breach of contract by the contractor, the performance guarantee will liable to be forfeited by THSTI.
- 8 The contractor whose tender is accepted will also be required to furnish by way of **Security Deposit** for the fulfilment of his contract, an amount equal to **5% of the actual work done value**. The Security deposit will be collected by deductions from each running bills as well as final bill of the contractor at the rates mentioned above.
- 9 The Security Deposit will be released after the expiry of the Defects Liability Period of work (i.e. 12 Months) subject to satisfactory fulfilment of its obligations by the contractor under the work.

TIME FOR COMPLETION OF CONTRACT

Time for completion of total work shall be **30 Days** from the date of award of work.

TIME AND EXTENSION FOR DELAY

1. 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 the contract 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 endeavours 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.

2. Request for rescheduling of date of completion and extension of time, to be eligible for consideration, shall be made by the Contractor in writing immediately after the happenings of the event causing delay. The Contractor may also, if practicable, indicate in such a request the period for which extension is desired.
3. In such case, the Engineer-in-charge may give a fair and reasonable extension of time and reschedule the completion date. Such extension shall be communicated to the Contractor by the Engineer-in-charge in writing within 1 month of the date of receipt of such a request. Non-application by the Contractor for extension of time shall not be a bar for giving a fair and reasonable extension by Engineer-in-charge and this shall be binding on the Contractor.

COMPENSATION FOR DELAY

1. 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 work 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.
2. If the contractor after award of work fails to deliver any item / part of the work within the time period allowed, THSTI reserves the right to remove that particular component from the scope of main contractor and get it done through some alternative resources at the cost of main contractor.

TECHNICAL SPECIFICATIONS AND STANDARDS

The materials & services to be provided by the tenderer under this contract shall conform to the technical specifications as laid down under this tender document and should be carried out to the complete satisfaction of the Engineer-in-charge. As per Annexure-X

WORK OPEN TO INSPECTION

1. All works under or in course of execution or being executed in pursuance of the contract shall at all times be open to inspection and supervision by the Engineer-in-charge and/or his authorized subordinates, and the Contractor shall at all times during the usual working hours, and at all other times at which reasonable notice of the intention of the Engineer-in-charge or his subordinate to visit the works shall have been given to the contractor, either himself be present to receive order and instructions, or have a responsible agent duly accredited in writing, present for that purpose. Order given to the contractor's agent shall be considered to have the same force as if the same had been given to the Contractor himself.
2. 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.

INSPECTION, TESTING AND QUALITY CONTROL

1. THSTI and/or its nominated representative(s) will, inspect and/or test the work / material to confirm their conformity to the tender specification at no extra cost to the THSTI. The Inspection Authority to be designated by the THSTI shall specify what inspections and tests are required and where they are to be conducted. The THSTI shall notify the contractor in writing in a timely manner of the identity of any representatives retained for these purpose. All work / material shall be tested as stipulated in the latest specification of, Govt. /institutes.
2. The inspections and tests may be conducted on the premises of the tenderer or its subcontractor(s) or at the point of delivery. If conducted on the premises of the tenderer or its

subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data shall be furnished to the Inspectors at no charge to the THSTI.

3. The representative of THSTI shall inspect or test the items, which fail to conform to the specifications. The THSTI may reject such items and the tenderer shall replace the rejected items, at no cost to the THSTI, within a stipulated time period.
4. The THSTI's right to inspect, test and where necessary, reject the items after its arrival at the final destination shall in no way be limited or waived by reason of the items having previously been inspected, tested and passed by THSTI or its representatives.
5. Nothing shall in any way release the tenderer from Guaranty or other obligations under the contract.
6. The THSTI shall be the final authority to reject full or any part of the item which is not conforming to the specifications and other terms & conditions.
7. No payment shall be made for rejected items. Rejected items must be removed by the contractor within one weeks of the date of rejection at their own cost and replace immediately. In case these are not removed, these will be auctioned at the risk and responsibility of the contractor without any further notice.

PACKING AND MARKING

1. The packing of items to be supplied directly at site, should be strong and durable enough to withstand, without limitation, the entire journey during transit including trans-shipment (if any), rough handling, open storage etc. without any damage, deterioration etc. As and if necessary, the size, weights and volumes of the packing cases shall also take into consideration, the remoteness of the final destination of the supplied Items and availability or otherwise of transport and handling facilities at all points during transit up to final destination as per the contract.
2. The quality of packing, the manner of marking within & outside the packages and provision of accompanying documentation shall strictly comply with the requirements as per site condition. In case the packing requirements are amended due to issue of any amendment to the contract, the same shall also be taken care of by the tenderer accordingly.

3. Packing instructions:

The tenderer shall make separate packages for each consignee (in case there is more than one consignee mentioned in the work order) and mark each package on three sides with the following with indelible paint of proper quality:

- a. Contract number and date
- b. Brief description of items including quantity
- c. Packing list reference number
- d. Country of origin of supplied items
- e. Consignee's name and full address
- f. Tenderer's name and address

WATER & POWER FOR FABRICATION

THSTI shall provide power & water at one point for the proper execution of the work free of cost under normal circumstances if available at site. In case THSTI is not in a position to supply the water and / or power, the contractor will make his own arrangement so that the work does not suffer. However, no claim of the contractor whatsoever shall be entertained by THSTI on this account.

CO-ORDINATION

Work shall be carried out in such a manner that the work of other agencies operating at the site is not hampered due to any action of the contractor. Proper co-ordination with other agencies will be contractor's responsibility. In case of any dispute the decision of THSTI shall be final & binding on the contractor.

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.

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 Contract Labour as mentioned below as applicable amended up to date:

- 1) Industrial Disputes Act.
- 2) Industrial Establishment (Standing orders) Act.
- 3) Trade Unions Act.
- 4) The Factors Act.
- 5) Employees Provident Fund & Miscellaneous Provision Act.
- 6) Employees State Insurance Act.
- 7) Workmen's Compensation Act.
- 8) Payment of Gratuity Act.
- 9) Minimum Wages Act.
- 10) Payment of Wages Act.
- 11) Equal Remuneration Act.
- 12) Payment of Bonus Act.
- 13) National / Weekly Holiday Act.
- 14) 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 statutes/law as mentioned above, the same will be adjusted from any future payment due payable to the contractor or from performance s guarantee available with THSTI.

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.

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.

PAYMENT TERMS

Payment 90 % of the invoice will be released after completion of work done as certified by Engineer in Charge.

Balance payment 10% will be made after expiry of defect liability period of the work.

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.

WATCH AND WARD

The contractor shall be responsible for watch and ward of all the works and various materials till complete handing over the works to the THSTI.

GUARANTEE CLAUSE

- 1 Materials shall be guaranteed against manufacturing defects, materials, workmanship and design for a period of 12 months from the date of commissioning or 18 months from the date of dispatch whichever is earlier. Warranty for replacement of material / accessories should be provided free of charges at our premises. The above guarantee/warranty will be without prejudice to the certificate of inspection or material receipt note issued by us in respect of the materials. In case the defect arises within the abovementioned Defect Liability Period (DLP) and the same is repaired/replaced, the DLP for the repaired/replaced job/item will be extended suitably so as to cover the original DLP. However, in no case, such extension will exceed 24 months from date of start of initial DLP.
- 2 All the materials including components and sub contracted items should be guaranteed by the vendor within the warranty period mentioned above. In the event of any defect in the material, the vendor will replace / repair the material at THSTI's concerned location at vendor's risk and cost on due notice
- 3 The contractor shall guarantee that all the material and components supplied and installed by him shall be free from defects due to faulty, material or workmanship.
- 4 The charge and any shortcomings found in the materials as specified shall be removed at no extra cost. The contractor shall provide the necessary personnel and tools for fulfilling the above guarantee. Period of the guarantee shall be 6 months from the date of handing over the complete installations to THSTI. During this period any or all components found to be defective shall be replaced or repaired free of cost.
- 5 If the defects are not removed within a reasonable time the THSTI may arrange to do at the contractor's risk and cost, without prejudice to any other rights.
- 6 The Vendor shall provide similar warrantee on the parts, components, fittings, accessories etc. so repaired and / or replaced
- 7 After Sales Service: After sales service should be made available on 24 (hrs) X 7 (days) X 365 (days) basis. Complaints should be attended promptly and properly within 24 hrs. The service should be provided directly by the tenderer or his authorized agent whose details shall be provided to the THSTI/consignee within one month from the date of award of contract.

PRICE FALL CLAUSE

If at any time during the validity of the work the tenderer supplies such equipment's/stores as are under this tender enquiry, to any other organization at a price lower than the price quoted under this contract, he shall forthwith reduce the price payable under this tender for the equipment's/ stores being supplied

from the date of coming into force of such reduction, the price of equipment's/ stores shall stand correspondingly reduced.

In case of increase in market prevailing prices of the materials if claimed by the supplier, no price escalation will be payable.

INTERPRETATION

1 In interpretation of specifications, the following orders shall be as followed: -

- a) Drawings
- b) Technical Specification
- c) Special Conditions of contracts
- d) General condition of contract
- e) Construction drawings

2 Matters not covered by the specification given in this contract as a whole shall be covered by relevant and latest Indian Standard codes/ C.P.W.D code. If such codes on a particular subject have not been framed, the decision of the owner/ owner's representative shall be final and binding.

TERMINATION

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 orders 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 unless so specified.

2 Termination of work order

3 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.

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.

- 1) Failure to provide at the job site, sufficient labour, material, equipment, machinery, and / or facilities, required for the proper and / or due execution of the work or any part thereof:
- 2) Failure to execute the works or any of them in accordance with the contract.
- 3) Disobedience of any order or instruction of the Site Engineer and /or Engineer-in-charge.
- 4) Negligence in carrying out the work or carrying out of work found to be unsatisfactory by the Engineer-in-charge.
- 5) Abandonment of the works or any part thereof.
- 6) If the Contractor misconduct in any manner.
- 7) Delay in execution of work, which in opinion of Engineer-in-charge shall delay the completion of work beyond the stipulated date of completion.
- 8) Distress, execution, or other legal process being levied on or upon any of the Contractors goods and /or assets.
- 9) Death of Contractor (if an individual)
- 10) 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.

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.

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.

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 proceedings shall be governed by the Arbitration and Conciliation Ordinance dated 26th March, 1996 and shall be conducted in Haryana

BID SECURITY (EMD):

1. The Bid Security shall be valid and remain deposited with the Institute for the period of forty-five days beyond the final bid validity period.
2. In case of non-submission declaration for Bid Security (EMD) the tender would be rejected

PERFORMANCE SECURITY DEPOSIT: -

1. Vendor will have to provide Performance Bank Guarantee for 3% of the basic value of work order within 10-days after issue date of work order in favour of "**Executive Director Translational Health Science And Technology Institute**" payable at Faridabad. This bank guarantee shall be valid for the period of six months.
2. Security Deposit 10% of work value will be deducted from final bill. Performance Security will be returned/released after three months from date of completion.

JURISDICTION: -

Notwithstanding any other court or courts having jurisdiction to decide the question(s) forming the subject matter of the reference, if the same had been the subject matter of a suit, any and all actions and proceeding arising out of or relative to the contract (including any arbitration in terms thereof) shall lie only in the Court of Competent Civil jurisdiction in this behalf at New Delhi and only the said Court(s) shall have jurisdiction to entertain and try any such action(s) and/or proceeding(s) to the exclusion of all other Courts.

Exclusive Right of the Executive Director, Translational Health Science And Technology Institute,

The Executive Director, Translational Health Science And Technology Institute, Faridabad, has full and exclusive right to accept or reject any bid or tender and / or withdraw the work order without assigning any reasons, whatsoever.

Signature of the Bidder/ Agency with stamp

Witnesses: -

1.

2.

TECHNICAL BID

Tender No.- THS.E.103.2022-23.NIT/01

Check List of Certificates/ Documents required to be uploaded in the Technical Bid

If these documents are not uploaded/submitted and conditions not met, the bid shall be summarily rejected and no further correspondence, in this regard, shall be entertained.

S. No	Document uploaded as	Description	Technical Compliance (Yes/No) Page No.
1.	Annexure-I,	EMD declaration by authorized signatory on letterhead as per format at Annexure-I,	
2.	Annexure-II	Undertaking for adherence & acceptance to all Tender Terms and conditions and Two-Bid System. (Non-violation of Two-Bid System) Annexure-II	
3.	Annexure-III	Fall clause declaration Annexure-III	
4.	Annexure-IV	Non-black listing declaration Annexure-IV	
5.	Annexure-V	Annual average Turnover of the agency should be more than rupees ₹6.00 Lac per annum since last three years. Annexure-V	
6.	Annexure-VI	The Firm/office/service Centre in Delhi-NCR (Address proof) with Copy of PAN and GST registration certificate Annexure-VI	
7.	Annexure-VII	Experience of completion of projects of similar nature & complexity a) One similar completed work, costing not less than an amount of ₹8.64 Lacs OR b) Two similar completed work, costing not less than an amount of ₹6.48 Lacs OR c) Three similar completed work, costing not less than an amount of ₹4.32 Lacs Annexure-VII	
8.	Annexure-VIII	Certificate For Site Inspection Annexure-VIII	
9.	Annexure-IX	Authorization Letter Annexure-IX	
10.	Annexure-X	Make of Spare parts and technical specification. Annexure-X	

11.	Annexure-XI	Propose plan for modification HVAC work with list of equipment, make drawing and its comprehensive cost of 3 years The agency will present all details during presentation. Annexure-XI	
12.	Annexure-XII	Solvency Certificate Annexure-XII	

(To be submitted on Company Letter Head)

Additional information of the Bidding Agency duly signed by the bidder or authorized representative of the bidder as per the Performa

1. Tender Enquiry No. THS.E.103.2022-23.NIT/01 Due for opening on:
2. Name & Address of Bidder: -

Please indicate

3. Details of Bank Account of the bidder/Agency.
 - i) Name of the Bank
 - ii) Address of the Branch
 - iii) Phone number
 - iv) IFS Code No.
 - v) Bank Account No.
 - vi) Type of Account
4. Business Name and constitution of the firm. Is the firm registered under?
 - i) Copy of GST Registration Certificate
 - ii) The Indian Companies Act, 1956
 - ii) The Indian Partnership Act, 1932
 - iii) Any act, if not, who are the owners. (Please give full Names and Address)
5. For partnership firms state whether they are registered or not registered under Indian Partnership Act. 1932. Should the answer to this question by a partnership firm be in the affirmative please state further:
 - i) Whether by the partnership agreement authority to refer disputes.
 - ii) concerning the business of the partnership to arbitration has been conferred on the Partner who has signed the tender
 - iii) If the answer to (a) is in the negative, whether there is any general power of attorney executed by all the partners of the firm authorizing the partner who has signed he tender to refer dispute concerning business of the partnership to arbitration\

Signature of witness

Full Name and Address of Witness

Signature of Bidder

Full name & address of the Person signing (In BLOCK LETTER)

Whether signing as Proprietor/ Partner
/ Constituted Attorney / duly authorized by the company

TENDER ACCEPTANCE LETTER

(To be submitted on Company Letter Head).

Date

The Executive Director
Translational Health Science And Technology Institute
NCR Biotech Science Cluster,
3rd Milestone, Faridabad – Gurugram Expressway,
Faridabad – 121001

SUB: Acceptance of Terms & Conditions of Tender.

Tender Reference No: THS.E.103.2022-23.NIT/01

Name of Tender / Work: “Modification in HVAC System installed in PRRC Building at NCR Biotech Science Cluster Faridabad.”

Dear Sir,

1. I / We have downloaded / obtained the tender document(s) for the above mentioned ‘Tender/Work’ from the web site(s) namely: www.THSTI.res.in, <https://eprocure.gov.in> as per your NIT / advertisement, given in the abovementioned website(s).
2. I / We hereby certify that I / We have read the entire terms and conditions of the tender documents (including all documents like annexure(s), schedules(s), etc.), which form part of the contract agreement and I / We shall abide hereby by the terms / conditions/ clauses contained therein.
3. The corrigendum(s) issued from time to time by your department / organization too has also been taken into consideration, while submitting this acceptance letter.
4. I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirety.
5. I/We declare that we have followed two bid system ie we have not disclosed rates in anywhere in technical bid document.
6. I / We certify that all information furnished by our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/organization shall without giving any notice or reason therefore or summarily reject the bidder terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the fully said earnest money deposit absolutely.

Yours Faithfully,
Authorized Signatory.
(Signature of the Bidder, with Official Seal)

FALL CLAUSE DECLARATION

Ref: File No. THS.E.103.2022-23.NIT/01

Date . . .2021

Name of Work: "Modification in HVAC System installed in PRRC Building at NCR Biotech Science Cluster Faridabad."

This is to certify that we have offered the maximum possible discount to you in our Quotation No. _____ dated _____

The prices charged for the stores supplied under Rate Contract should under no event be higher than lowest prices at which the party sells the items of identical description to any other Govt. organisation/PSU's/Autonomous bodies/Pvt. organisations during the period of contract failing which the "FALL CLAUSE" will be applicable.

In case, if the price charged by our firm is more, THSTI Faridabad will have the right to recover the excess charged amount from the subsequent/unpaid bill of the supplier.

Seal and Signature of the Bidder

Note: This letter of authority should be on the letterhead of the quoting firm and should be signed by a person competent and having the power of attorney to bind the same.

NON-BLACK LISTING DECLARATION

FORMAT OF UNDERTAKING, TO BE FURNISHED ON COMPANY LETTER HEAD WITH REGARD TO BLACKLISTING/ NON- DEBARMENT, BY ORGANISATION

UNDERTAKING REGARDING BLACKLISTING / NON – DEBARMENT

To,
Executive Director
Translational Health Science And Technology Institute
NCR Biotech Science Cluster,
3rd Milestone, Faridabad-Gurgaon Expressway
Faridabad

We hereby confirm and declare that we, M/s -----, is not blacklisted/ De-registered/ debarred by any Government department/ Public Sector Undertaking/ Private Sector/ or any other agency for which we have Executed/ Undertaken the works/ Services during the last 5 years.

For -----

Authorised Signatory

Date:

FINANCIAL CAPABILITY

Financial Year	Annual Turn Over in Indian Rupees as per Audited Balance Sheet
2019-20	₹
2020-21	₹
2021-22	₹

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 (**2019-20, 2020-21 & 2021-22**). Audited Balance sheet should mention the membership number of chartered accountant issued by ICAI along with full address.

Signature and seal of the Authorized Signatory of the bidder

GENERAL INFORMATION

1.	Name of Firm	
2.	Head office address	
3.	Telephone	Contact No
4.	Fax. No.	Email ID
5.	Place of Incorporation registration	Year of incorporation/registration

Signature and seal of the Authorized Signatory of the bidder

LIST OF PRESENT CLIENTS

List clients with whom annual billing for similar services not less than Rs. ₹2.86 Lac/year in each case in the last five years.

S.No	Name of the client	Date of Start	Date of Completion	Area (in sq m) being serviced, and number of users	Scope of work	Number of manpower employed	Approx annual contract value providing similar for services	Reference of authorized official on clients side with contact number
1								
2								
3								
4								
5								

NOTE: KEEP ADDING IN THE SIMILAR MANNER IF THE LIST IS LONGER

NOTE:

1. Clients mean the clients presently (on the last day of bid submission) being served by service provider or were serviced in the last seven years.
2. Supporting documents in the form of award of work/completion should be submitted.
3. Please highlight the clients for which the total tenure of services is more than 3 years continuously. Certificate of continuity of services with all the clients where Operation & Maintenance been provided for three or more years continuously should also be attached/proof of award of work in continuity to be attached.
4. If no proof of award of work, completion of work is submitted, the evaluation committee may make its own judgment and the Bidder/ Agency may be rated poorly on this count in technical evaluation.

SIGNATURE OF THE BIDDER
NAME & ADDRESS WITH STAMP

CERTIFICATE FOR SITE INSPECTION

NIT No. THS.E.103.2022-23.NIT/01

Name of Work - Modification in HVAC System installed in PRRC Building at NCR Biotech Science Cluster Faridabad.

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: -

TRANSLATIONAL HEALTH SCIENCE AND TECHNOLOGY INSTITUTE
NCR-Biotech Science Cluster at THSTI
3rd mile stone Faridabad - Gurgaon Expressway
Faridabad Haryana-121001

Signature of Tenderer with Seal & Date

(To be submitted on Company Letter Head).

AUTHORIZATION LETTER

We _____(name of the bidder) hereby authorize Shri / Smt. _____

(name of the authorized person) to sign and submit the bid to THSTI, Faridabad against their tender No. THS.E.103.2022-23.NIT/01

Shri / Smt. _____ (name) is also authorized to negotiate the terms and conditions pertaining to the said tender on behalf of M/s _____ (name of bidder). The specimen signature of Shri / Smt. _____ (name) is appended below.

Specimen Signature:
Name:

The undersigned is authorized to delegate the authority on behalf of M/s _____
(name of bidder), as stipulated above.

For _____
(name of bidder)

PUROPOSED TECHNICAL SPECIFICATIONS

Make of Items

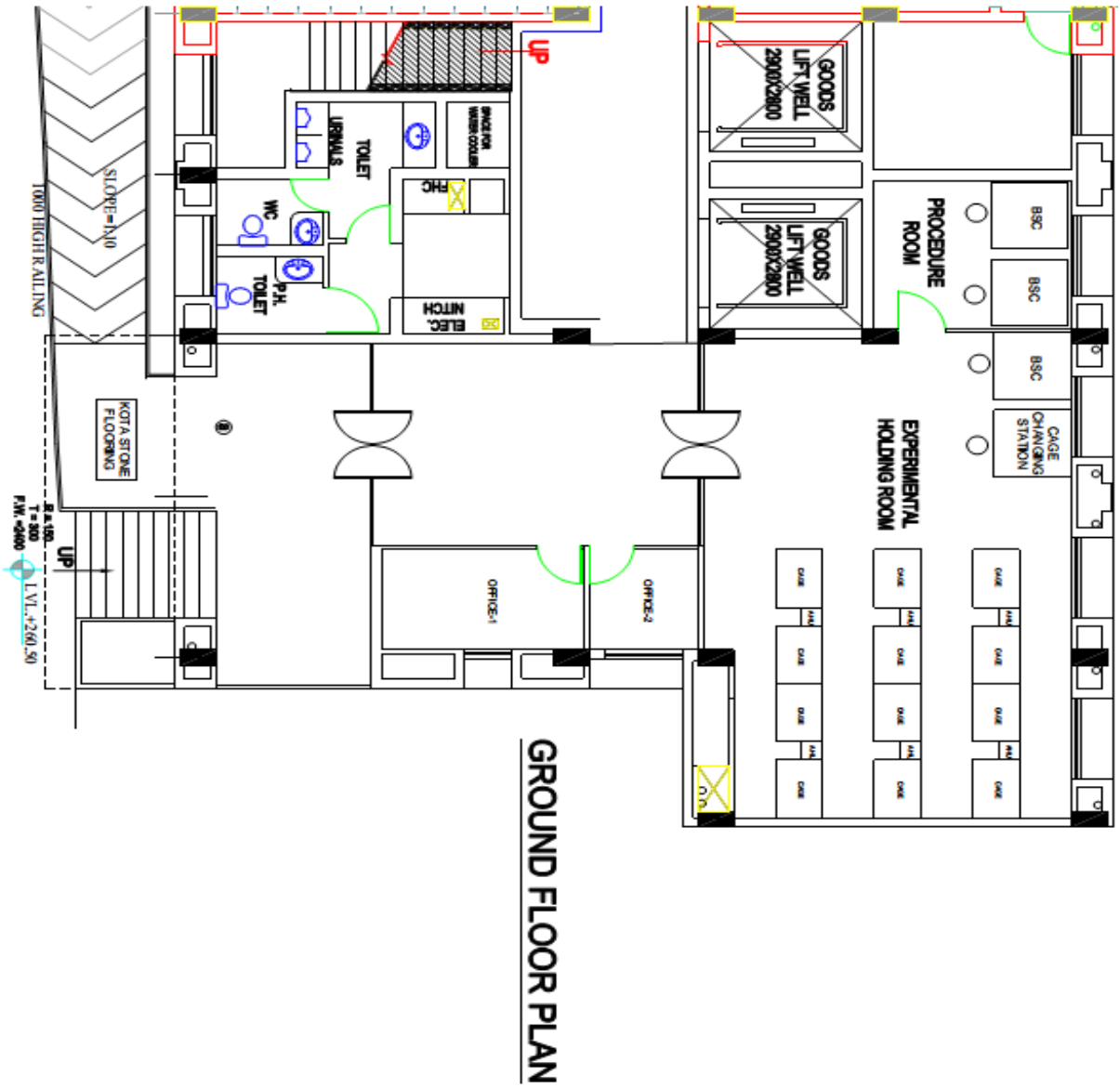
S.No.	Description	Make
1.	GI Sheet	TATA, JINDAL, ISPAT SAIL any other approved make by engineer in charge
2.	<u>MS Pipe</u>	JINDAL any other approved make by engineer in charge
3.	<u>Valve</u>	<u>ZOLOTO, GURU</u> any other approved make by engineer in charge
4.	AHU	Zeco, Waves any other approved make by engineer in charge
5.	Motor	Siemens, CG, <u>Kriloskar</u> any other approved make by engineer in charge
6.		
7.		

PUROPOSED Plan (Drawing and other specification)

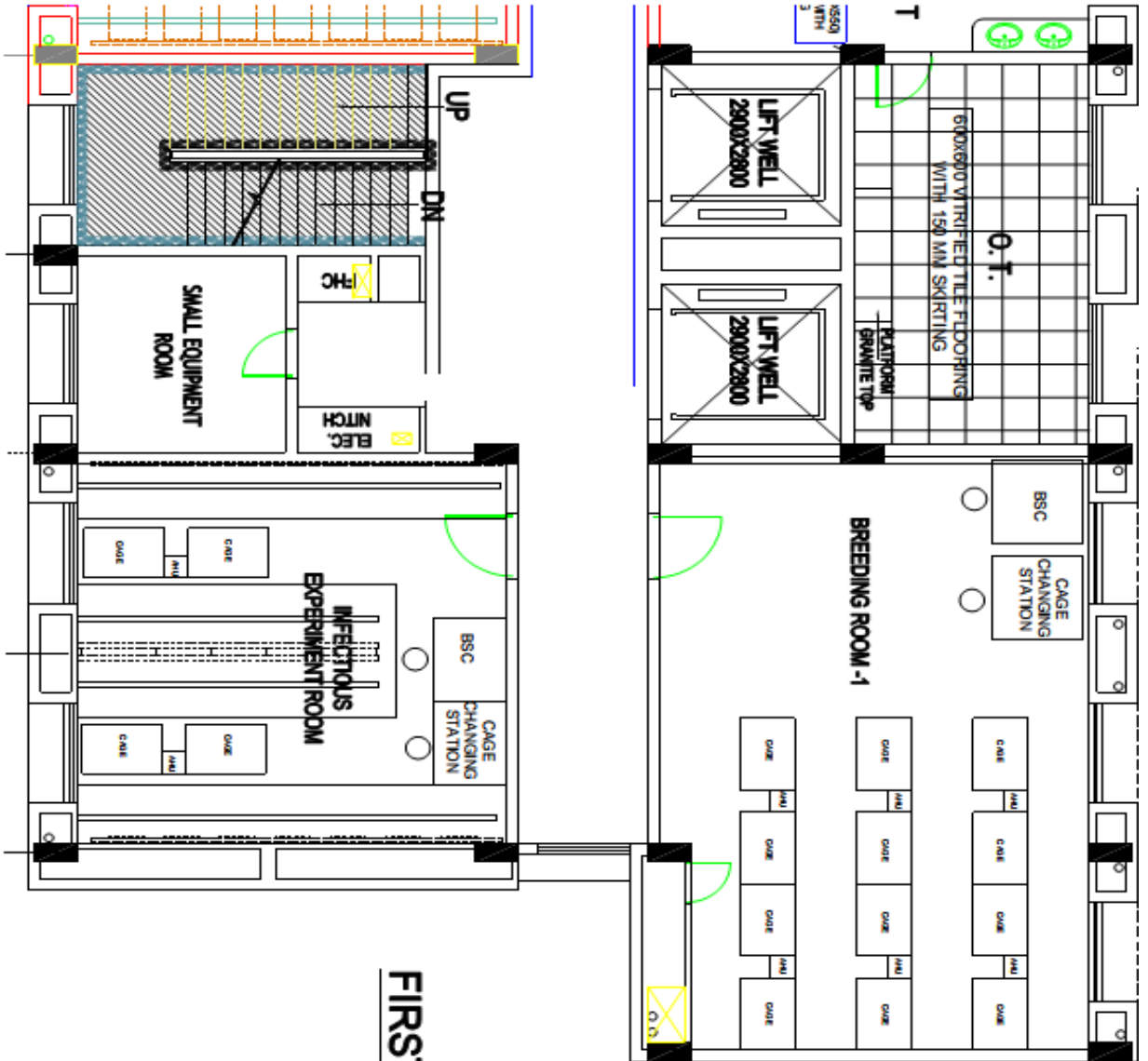
1. Purpose design plan
2. List of equipment and make
3. Performance and energy efficient detail of plan
4. CMC cost of system for 3 years (Approx.)
5. Presentation documents represents by agency during presentation

Solvency Certificate

Site Drawing 01

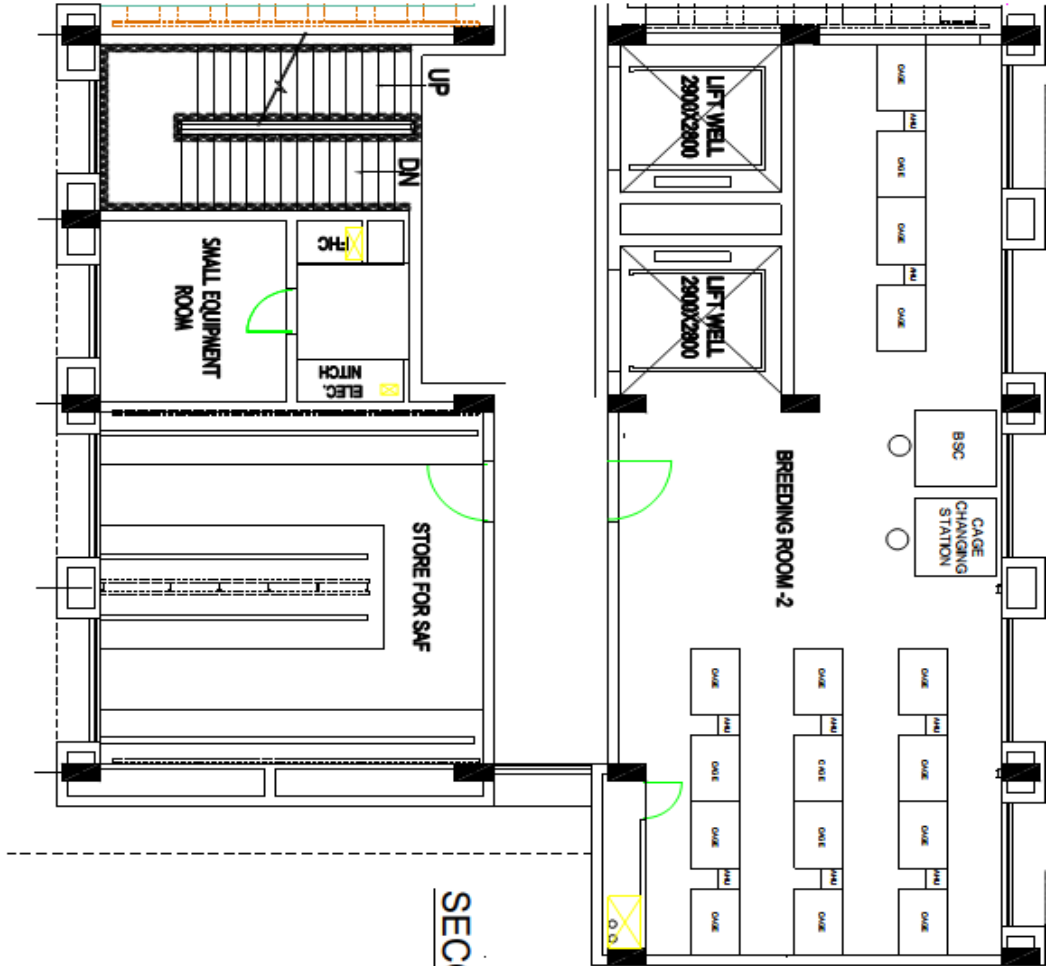


Site Drawing 02



FIRST FLOOR PLAN

Site Drawing 03



SECOND FLOOR PLAN

Detail of existing infrastructure

S. No.	Existing infrastructure detail	Required Parameters	
1.	Ground Floor - : Ceiling Suspended Unit (CSU) 4000 CFM connected with chilled water line including ducting, damper diffuser -01 No.	Temperature-: 21 °C \pm 2°C Relative Humidity -: 55% \pm 10% Air changes -: 5-12 Sound Level < 50 db	
2.	First Floor - : Fan Coil Unit (FCU) 2.0 TR connected with chilled water line with control panel -04 Nos.	Temperature-: 21 °C \pm 2°C Relative Humidity -: 55% \pm 10% Air changes -: 5-12 Sound Level < 50 db	
3.	Second Floor - : Fan Coil Unit (FCU) 2.0 TR connected with chilled water line with control panel -05 Nos.	Temperature-: 21 °C \pm 2°C Relative Humidity -: 55% \pm 10% Air changes -: 5-12 Sound Level < 50 db	

SCOPE OF WORK

1. Modification in existing system or provision of new HVAC system for maintaining the required parameters in all three floors in PRRC Building i/c dismantling, SITC of system with, servicing, Vibration Isolation pads, lifting-shifting & positioning of FCU & AHU unit as per site requirement. **(Note: The chilled water pipe line is available in the building).**
2. Design, supply, installation, testing and balancing of rectangular GSS ducting with 6mm insulation of following thickness including necessary supports, hangers, nut bolts, gaskets. Complete with misc. Items etc as per Site requirement. **(Make- SAIL, TATA, Bhusan, Lloyd)**
3. Supply and fixing of Acoustic lining of initial duct pieces with 25 mm thick fiberglass (density 24 Kg/D) covered with RP Tissue paper & aluminium perforated sheet etc. as per site requirement
4. Supply & fixing of extruded aluminium powder coated supply/ return air Grilles 150 mm with volume control dampers matching with existing grills i/c civil work required for execution of work with misc. Items etc. as per site requirement.
5. Supply, Installation, testing MS Volume control dampers of reputed make for supply air collars i/c misc items etc. as per site requirement.
6. Provided & fixing of canvass connection suitable for HVAC unit duct i/c misc items etc. as per site requirement.
7. Supply, Installation, testing hard PVC drain piping of 25/32 mm dia duly insulated with 6 mm thick nitrile rubber insulation i/c misc items etc. as per site requirement.
8. Supply, Installation, testing hard drawn copper refrigerant piping for ductable Split units duly insulated & properly laid. All pipes shall be hard drawn of minimum 19G/20G wall thickness i/c misc. items etc. as per site requirement.
9. Supply, laying & testing Interconnecting suitable electrical cabling between indoor & outdoor units i/c misc. items etc. as per site requirement.

Signature of tenderer with Seal & Date

Engineer (IEE)

FINANCIAL BID

Tender Enquiry No :- THS.E.103.2022-23.NIT/01

Name of Work: - Modification in HVAC system installed in PRRC building at NCR Biotech Science Cluster Faridabad.

S.no.	Description of items	Qty.	Rate (Rs.)	Amount(Rs.)
	PART (A)			
1.	Modification, Repairing, servicing & testing in existing HVAC system include Fan coil units (FCU) and Ceiling Suspended Unit (CSU) installed for supply air with ducting connecting with centralised chiller system (chiller 4x500TR capacity) along with providing Provision of exhaust system along with humidification system for all 3 Floors with ducting if any, filters (Pre, fine & Hepa), sensors & temperature controller etc . as required as per site requirement in order to maintain the following parameters-: Temperature:- 21 °C \pm 2°C Relative Humidity -: 55% \pm 10% Air changes -: 12 to 15 Sound Level <50 db	1 Job (On turnkey basis)		
	Total Part A (Inclusive of GST)			
	PART (B) CMC charges for the propose complete system after expiry of defect liability period (12 months from date of completion) a. 1 st years b. 2 nd years c. 3 rd years	1 Job 1 Job 1 Job		
	Total Part B			

(Total Rupees in words.....)

Note:- 1. L1 will be finalized on the basis of Part A only.

2. Part B will be awarded if required by THSTI after completion of works.

Signature and seal of authorized signatory of agency/bidder

AUTHORIZATION LETTER

We _____ (name of the bidder) hereby authorize Shri / Smt. _____

(name of the authorized person) to sign and submit the bid to THSTI, Faridabad against their tender No. THS.E.103.2022-23.NIT/01 Date:

Shri / Smt. _____ (name) is also authorized to negotiate the terms and conditions pertaining to the said tender on behalf of M/s _____ (name of bidder). The specimen signature of Shri / Smt. _____ (name) is appended below.

Specimen Signature:

Name:

The undersigned is authorized to delegate the authority on behalf of M/s _____ (name of bidder), as stipulated above.

For _____
(name of bidder)

UNDERTAKING – YEARS OF EXPERIENCE

Tender No. _ THS.E.103.2022-23.NIT/01

Due for opening on:.....

Name of the Service : Modification in HVAC System installed in PRRC Building at NCR Biotech Science Cluster Faridabad.

I/ We M/s _____ hereby declare that:

1. Our agency has been in business for a period of at leastyears in Operation & Annual Maintenance Contract Services for which the quotation/ tender are submitted.
2. We have served in similar works i.e. **DFSIT&C Underground HSD Tank** in Govt./institutes/PSU or private corporate sector with over (employees, students, etc.) in the last years as stated in relevant annexure.
3. We will be able to arrange for the required man power, material, machine and other resources for supply of resources as per the tender term within **scheduled time** of award of tender **(A/T)/Letter of intent (LOI)**.
4. We declare that we have necessary support of OEM for intended supplied HVAC system.

Signature of the Bidder

Name & Address with stamp

UNDERTAKING

Tender Enquiry No: - THS.E.103.2022-23.NIT/01

Due for opening on:

I/ We M/s _____ hereby declare that:

1. I/ we am/are agency engaged in business of equipment and, have examined the above mentioned tender document including amendment/ corrigendum (if any) the receipt of which is hereby confirmed.
2. I/ we do hereby offer to THSTI at NCR Biotech Science Cluster at the prices and rates mentioned in the price bid.
3. I/we do hereby agree to provide to abide by the minimum wages act of Haryana.
4. I/we have quoted rates inclusive of all statutory taxes, charges & compliances i.e. EPF, ESI etc. as applicable.
5. I/ we agree to abide by my/our offer for a period of 180 days from the date of opening of the tender.
6. I/ we have carefully read and understood all the Terms and Conditions of the Tender and shall abide by them.
7. I/we agree for the all clauses and payment terms and conditions of this tender enquiry. In case any condition put forth by us is against the terms and conditions of tender, the same shall be treated as to be having no affect whatsoever and that the tender terms and conditions shall only prevail upon such conditions, if any.
8. I/ we have necessary licenses/ authorizations for providing the Operation & Maintenance of HVAC System and/or obtain the same at my/our costs and expenses as and when required.
9. I/ we also declare that in case of change constitution of our firm or for any other change, merger, dissolution, insolvency etc. the same shall be immediately brought to the notice of client, in such case continuing partner, successor or administrator or permitted assign shall be responsible for discharging all the liabilities under this contract/ tender.
10. The tender document has been downloaded from the official website i.e. www.THSTI.res.in, www.thsti.res.in, for bidding purpose and is a true copy of the original.
11. Our firm or any other firm with similar type of operation with same or some/one of the partners/proprietors being same as of the tendering firm has not been black listed by any Government/ private institution except as per the following details: -
(If there is any case please attach the details of the same)
12. I/we also certify that that there is no vigilance/ CBI case pending against the firm/supplier/ or any other firm with similar type of operation with same or some/one of the proprietors being same as of the tendering firm except as per the following details: -
(If there is any case please attach the details of the same)
13. I/we also certify that there is no pending case for payment/ civil liability pending against us in any of the courts except as per the following details: -
(If there is any case please attach the details of the same)

Signature of the Bidder
Name & Address with stamp