



(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
(Two Bid system)**

TENDER FOR

**Annual Maintenance Contract for lifts installed at NCR Biotech
Science Cluster, Faridabad.**

Tender copy issued to: -----



(NOTICE INVITING TENDER AND PRE-QUALIFICATION CRITERIA)

TenderNo.- THS.E.106.NIT/01

Date: 08/02/2023

1.0 TENDER NOTICE

Online tenders are invited on behalf of the Executive Director, THSTI under Two-Bid System (Technical bid and Financial bid) for the work: **“Annual Maintenance Contract for lifts installed at NCR Biotech Science Cluster, Faridabad.** Off-line/physical bids shall not be accepted and no request will be entertained on any ground/reason.

NOTICE INVITING TENDER

Website Url :	https://eprocure.gov.in/ https://THSTI.res.in
Address:	Translational Health Science Technology Institute, NCR Biotech Science Cluster, 3 rd Milestone, Faridabad-Gurugram Expressway, Faridabad - 121001, Haryana
Contact Details	Engineer (IEE), THSTI, Phone: 0129-2876421
Name Of Work	Annual Maintenance Contract for lifts (25 Nos.) installed at NCR Biotech Science Cluster, Faridabad
Earnest Money	Rs.54464 /- needs to be deposited Online through e-tender portal.
Tender Processing fees	Rs. 1180/- to be deposited online through e-tender portal.
Tender Uploading Date	08.02.2023 (Up to 04:00 P.M.)
Pre bid Meeting	13.02.2023 ; 11:00 AM.
Tender Closing Date & Time	23.02.2023 ; 11:00 AM.
Date of Opening of Technical bid	24.02.2023, 11:30 A.M.
Date of Opening of Financial bid	Will be notified/uploaded on CPP Portal

2.0 PRE QUALIFICATION CRITERIA

I. The tenderer must be a Goods Service Tax (GST) registered firm / company. Tenderer must be a Manufacturer or Contractor. (sub-authorization/Joint-venture / partnership shall not be accepted).

II. The tenderer should have completed at least;

One similar work of value not less than Rs.21.79 Lakh in the last 7 years

OR

Two similar works each of value not less than Rs.16.40 Lakh/- in the last 7 years

OR

Three similar works of value not less than Rs.10.9 Lakh the last 7 years ending on previous day of last day of submission of tender

(i.e. Similar work means **Annual Maintenance Contract for lifts installed at NCR Biotech Science Cluster, Faridabad any other Govt. Department universities, Biotech companies, Research institution & pharmaceutical laboratories or reputed private sector laboratories during last seven years**). Self-attested copies of the completion certificates issued by the Executive 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. Refer "Annexure-IV".

III. Average annual financial turnover should be at least Rs. 14 Lakhs during the immediate last three consecutive financial years.

IV. The bidder shall have minimum solvency of Rs. 11 Lakhs. Solvency certificate from the Bidder's Banker shall be submitted.

V. 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-V.

VI. 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.

Relevant document satisfying the above eligibility conditions on original client/company letter head must be submitted along with the tender document

1. Fee/ Charges related to Bid:

Tender Fee:

Tender fee of Rs. 1180/- (Rupees One Thousand One Hundred and Eighty only), payable by way of Non-refundable Demand Draft (DD)/Pay online through 'THSTI' payment portal, to be purchased on or after publication date of this tender, and payable at Faridabad, obtained from any Nationalized / Scheduled Bank, valid for six months with their technical bid, to be submitted to THSTI and scanned copy of this DD to be uploaded in the portal along with technical bid. All applicable bank charges shall be borne by the applicant and he/she shall not have any claim whatsoever on this account on THSTI.

Earnest Money Deposit (EMD):

- The EMD @ Rs 54464/- (Rupees Fifty-Four Thousand Four Hundred Sixty-Four only) in the form of Online transfer / Demand Draft (DD) / Bank Guarantee (BG) as per format given at ANNEXURE-V, valid for a period of 6 months, should be physically submitted to THSTI Faridabad office on or before the 'Bid Submission End Date'. Bidders are required to upload the scanned copy of EMD in the technical bid for the same on CPP Portal during bid submission. In case the EMD is in the form of Demand Draft, it has to be extended by another Demand Draft / Bank Guarantee for next 3 months on / prior to expiry of the submitted Demand Draft. The EMD is payable by all categories of bidders and exemption is permissible only to Government bodies / PSU's and SSI organizations on production of relevant proof. **Bids without EMD shall be treated as invalid forthright.**
- EMD amount will be returned without interest, to unsuccessful bidders within 6 months from the Bid Submission End Date or award of contract, whichever is later.
- In case of successful bidder, EMD shall be returned interest free on encashment / acceptance of Security Deposit / Bank Guarantee for performance. (Refer section 13.0 for details of Security Deposit / Bank Guarantee).
- The EMD amount will be forfeited to THSTI in the following cases:
- Any financial bid received against this tender shall be governed by the terms and conditions indicated in the tender document. If, after submission of the financial bid, the bidder fails to honor the contract, if awarded, or refuses to comply with any / all of the terms and conditions of the tender.
- If the bidder withdraws the offer during the validity period of the financial bid.
- If the successful bidder fails to commence the service / supply, in accordance with the tender terms and conditions of the contract.
- If the successful bidder fails to submit the Security Deposit / Bank Guarantee within the stipulated time. This will also warrant closure or termination of contract.
- If any information furnished is found to be incorrect.
- Bids without EMD and Tender fee shall be rejected outright.
- Small scale Industries / Startup shall **be exempted** only for payment of tender cost deposit as per eligibility limits with submission of valid documents (Similar work) 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.

The Hard Copy of original instruments in respect of Tender Fee and EMD must be delivered in two different sealed covers specifying tender number, item and due date; before 'Bid Submission End Date', to the following address:

**Engineer IEE, Engineering Department, THSTI, NCR Biotech Science Cluster, 3rd Mile Stone
Faridabad- Gurugram Expressway Faridabad Phone: 0129-2876300, 0129-2876421, E-
mail: engineering@thsti.res.in**

THSTI will not be responsible for delays of any nature including due to postal and/or force majeure delays. Hard Copy of original instruments in respect of Tender Fee and EMD received after 'Bid Submission End Date'

will not be accepted and thus Bid will be rejected outright and no communication will be entertained.

2. TERMS & CONDITIONS OF THE TENDER

- a. THSTI reserves the right to reject/accept or withdraw any part or full tender(s) without assigning any reason whatsoever. The decision of THSTI is final and unquestionable.
- b. THSTI reserves the right to award the contract to deserving parties either in full or in parts. The decision of THSTI is final and no enquiry will be entertained in this regard.
- c. Bids should be complete in all respects and incomplete bids will be summarily rejected. No unsolicited clarification will be taken by THSTI in this regard.
- d. Canvassing in any form entails the bidder's disqualification. Any bidder found influencing or intimidating other bidders/Tender process is liable for disqualification.
- e. Where the bidder makes counter terms and conditions of business, the tender shall not be deemed responsive, unless THSTI in its discretion, may give specific written acceptance thereof.
- f. Bidders are advised to understand the magnitude of the job involved for Maintenance of Lifts services before submitting their bids. They may visit our Campus at THSTI Faridabad during working hours with prior appointment. For appointment and any clarification regarding Tender, please contact at Ph. Nos: 0129-2876300 and 0129-2876421. No clarification will be entertained after receiving bids.
- g. Sub-contracting is not allowed by the Bidder. If it is found that the job has been sub-contracted, the contract with the Bidder shall be terminated with immediate effect with forfeiture of the Security Deposit.
- h. L1 bidder will be decided as per the total value of the contract (for 3 years), based on the Grand Total cost provided in the price bid.
- i. The Bidder has to submit the undertaking that the agency will be authorized from the OEM M/s TK Elevator & M/s Kone (Copy enclosed by agency).
- j. The Agency should provide certificates in support of all statutory registrations. (Copy of proof to be provided).

3. PRICE AND VALIDITY

The prices should be quoted strictly as per Price Bid format in BOQ format in **INDIAN RUPEES** only, covering the entire activity as per the scope of the contract. Rates should be inclusive of all charges applicable and excluding applicable taxes like GST etc., the quantum of which should be clearly specified. The bill raised to THSTI after rendering the services shall be subject to tax deduction at source. Rates agreed upon shall remain frozen throughout the period of contract. However, any changes in the Government taxes as and when notified, will be considered only on submission of documentary evidence.

Offer quoted should be valid for a minimum period of 6 MONTHS from the date of opening of Technical Bid.

The discount, if any, should be straight and simple. No conditional discount will be given weightage for comparison purpose. However, THSTI may avail it to its benefit.

4. DURATION OF THE CONTRACT

The Contract will be valid for a period of one year extendable upto three years. However, in order to evaluate your performance and services, Only after the services are found to be satisfactory during the probationary period, the contract will be confirmed for a further period of 30 months under the same terms and conditions.

5. SCOPE OF THE WORK

Annual Maintenance Contract for all kinds of Routine, Preventive & Corrective (Break down) Maintenance of 25

nos. Passenger/ Goods Elevators (TK Elevator or M/s Kone Make) at NCR BSC Campus, except spares as required.

S. No.	Type of Lift	Capacity (Kg)	Floor	Qty.
1.	13 Passengers (TK Elevators)	884	5 Openings in front	08 Nos.
2.	13 Passengers (TK Elevators)	884	3 Openings in front	02 Nos.
3.	8 Passengers (TK Elevators)	544	4 Openings in front	01 Nos.
4.	10 passengers (Kone Elevators)	680	8 Openings in front	06 Nos.
5.	Goods Lift (Kone Elevators)	2000	3 Openings in front	02 Nos.
6.	Goods Lift (TK Elevators)	1000	5 Openings in front	02 Nos.
7.	Goods Lift (TK Elevators)	1500	4 Opening in front/back	02 Nos.
8.	Goods Lift (TK Elevators)	1000	5 Openings in front	02 Nos.

- i. Contractor shall take all necessary steps to maintain the equipment (under the contract) in proper operating condition. Contractor shall use trained and appropriately supervised personal to perform the Maintenance Services. The maintenance services shall be conducted during the normal working hours. Contractor shall send at regular intervals and as frequently as the company thinks necessary having regard
- ii. To the age, nature and condition of the elevators (but not less than 12 times per annum), a technician to systematically inspect, adjust and lubricate the parts of the elevators to the extent necessary to maintain the elevator in satisfactory working order. Contractor will supply all lubricant necessary for this purpose. (See Annexure-IV)
- iii. Contractor will carry out its standard customary annual safety test to examine all safety devices and provide copies of the test certificates duly signed by registered elevator contractor.
- iv. Upon notification by the customer of a breakdown or failure in the elevator(s), contractor shall send as soon as may reasonably be possible during subsequent normal working hours, a technician to carry out necessary repairs in order to restore the elevator(s) to satisfactory working condition. Contractor will replace (with identical or equivalent item) or rectify at its option any component of the elevator rendered defective due to normal wear and tear and arising out of ordinary and reasonable use of the elevator except for such items and conditions which are excluded hereunder as particular and general exclusions. The parts which are replaced shall be property of contractor.
- v. In the event of a failure requiring modifications to the System, the contractor shall undertake any testing and re-commissioning required. Any such modification shall be submitted for review by the THSTI's representative.
- vi. All parts and components fitted by contractor will be original parts or components provided through OEM and payment will be released against the invoice of OEM.
- vii. Contractor will keep sufficient Nos. of spares required for replacement during day to day maintenance and Breakdown / Corrective Maintenance to avoid delay.
- viii. The replacement of the following components is outside the scope of this contract -
- ix. Elevator car enclosure.

- x. Bulbs (including fluorescent tubes) and alarm bell/buzzer.
- xi. Incoming electrical wiring up to main switches in the m/c room.
- xii. Main switches in the m/c room.
- xiii. Dry cells, batteries & LCDs.
- xiv. Decorative items including mirror and hand rail.
- xv. The contractor shall provide Quarterly reports on the condition of the equipment in an agreed format. Records of each routine visits and call out visits, together with details of the work done or action done or action taken, shall be entered on a log book which shall be provided by the Contractor and retained in the location as decided by the Employer's Representative.
- xvi. It is desirable that no Passenger ever get trapped inside the Elevator. THSTI shall designate relevant persons who shall be given necessary training in Elevator operation &/or Emergency Rescue operation. After Training Competency Certificates shall be issued by the contractor.
- xvii. The scope of work includes preparation of elevators for lifts Inspector's inspection and to obtain Lift License /renewal of the Lifts license & insurance during period of Contract. The licensing/insurance fees paid by the contractor shall be reimbursed by THSTI on submission of receipts. However, all other charges & liasoning workexpenses (if any) shall be borne by the contractor.
- xviii. 12 preventive services shall be given in one year by the service provider and he will take all reasonable care and maintain the lift equipment's in safe and proper working condition. In case of any preventive service missing during the AMC period, it shall be extended. During each and every visit the authorized technical personal of the service provider shall take permission from NCR Biotech Science Cluster Faridabad before starting the service and will submit the service report every time.
- xix. The service provider will carry out the service work between 9:00AM to 6:00PM on a day convenient to NCR Biotech Science Cluster Faridabad representative other than Sundays & Holidays and during regular working hours.
- xx. The service provider will be entitled to depute its authorized service personnel to attend all call backs free of cost.
- xxi. Repair/overhaul the lifts parts after prior approval of NCR Biotech Science Cluster Faridabad. If in case any part could be replaced under the AMC contract and no extra payment will have paid by the THSTI.
- xxii. Replenish the Gear and Motor bearing with necessary lubricants whenever necessary and all parts of the lift will be checked, cleaned and lubricated to keep them, both mechanically and electrically in perfect working condition.
- xxiii. Carry out according to its standards customary annual safety test to examine all safety devices. The service provider will not install any new attachment/s or to make replacements with parts of different design to the elevator without prior approval of NCR Biotech Science Cluster Faridabad.
- xxiv. Where damage or delay is caused due to strikes, lockouts, civil commotion, war, theft, floods, riots, explosion or act of God or cause beyond our control or part of the elevator as a consequence of a faulty electrical system, fire water seepage, flooding etc. In such an event, the cost of repair or replacement shall be paid to the service provider.
- xxv. During the service period authorized representative/s of NCR Biotech Science Cluster Faridabad shall have authority for supervision of work.
- xxvi. During each service the service provider shall fill all the given check-lists and duly checked by NCR Biotech Science Cluster Faridabad authorized representative.
- xxvii. Lessoning with local government authority for renewal of lift NOC on yearly basis the challan fee will be reimbursed by the department.

ROUTINE AND PREVENTIVE MAINTENANCE

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

1. MONTHLY:

This shall include the following, but not limited to:

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

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

This shall include the following, but not limited to:

- To clean oil door hangers, door rails, interior of hanger case. If necessary adjust acentric rollers, car door hangers, door connecting ropes and chains.
- To check and repair door shoe.
- To clean and oil safety gears.
- To clean and oil car and counterweight guide shoes. Adjust if necessary.
- To clean and oil interior of terminal limit switches and position switches. Check rubber rollers of terminal limit switches.
- To check oil clean and repair interior of door switches, gate switches. Replace worm parts if necessary.
- To check and repair flexible cable.

- To check and repair movement of limit switches.
- To clean and oil interior of car control switches.
- To clean and check push buttons of car control panels.
- To check, clean and repair the sleeves and plungers of the electromagnetic brakes.
- Other misc. works if any

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

This shall include the following but not limited to:

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

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

This shall include the following but not limited to:

- To check and repair the operation of safety gears.
- To check oil for oil buffers.
- To check and clean the landing buttons and contacts.
- To check and repair the compensating chains or ropes.
- To check and oil the bearing of doors motors.
- To grease the secondary sheaves, car top sheaves and counterweights.
- To check the wear of guide shoes of cars and counter weights.
- Other misc. works if any

5. **ANNUAL (In addition to all Half Yearly Checks):**

This shall include the following but not limited to:

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

6. PAYMENTS:

- a. The Agency should submit its claim for the services rendered showing distinctly the charges payable. These claims are to be made in the first week of the month immediately following the quarter for which the bill is raised. Any changes in the Government taxes as and when notified, will be considered only on submission of documentary evidence.
- b. Payment will be made to the contractor on actual work done basis quarterly after ascertaining the satisfactory performance of contractual responsibility carried out during the bill period.
- c. No advance payment claims or running bills will be entertained.
- d. Income Tax and any other statutory levies will be deducted at source as per the rules in force from time to time.

7. INDEMNITY BOND:

Successful bidder should indemnify the Centre against any claim by any authority. In the event the Centre has to pay any individual, statutory body or any agency for reasons directly or indirectly attributable to this contract, the contractor only should pay such claim/damages and even if the Centre is called upon to pay such damages/penalties, the Contractor will reimburse the same. This is subject to the condition that the Centre complies with various requirements in respect of the laws applicable to it.

8. TERMINATION OF THE CONTRACT

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

9. OTHER TERMS AND CONDITIONS

- a. THSTI will not be responsible for any accident, death or injury to your employees which would arise during the course of their duty nor shall be responsible or be liable to pay damage or compensation to such persons. The agency/contractor should at all times indemnify and keep THSTI indemnified against all claims which may be made under Workmen Compensation Act, 1923 or any statutory modifications thereof or otherwise for or in respect of any damages or compensation payable in consequence of any accident or injury sustained by any workman or other person whose entry into our premises has been authorized by contractor.
- b. If, at any time, during the performance of the contract, the contractor encounter conditions impending timely performance of service, then they should promptly notify THSTI in writing, of the fact of the delay, the cause of delay and its likely duration. THSTI shall evaluate the situation and at its discretion extend the suppliers time for performance and the decision of THSTI would be final and binding.
- c. INSPECTION: Materials on its arrival at our office will be inspected by THSTI Authorized personnel and their decision in the matter will be considered final. The rejected materials will be returned to the Contractor for replacement and all charges on the same will have to be borne by the Contractor. Replacement should be carried out within 3 days.
- d. The contractor should have proper telephone numbers and email enabling THSTI to contact them at any time. (Availability: 24x7, round the year)
- e. If any damage to any other person/persons at the premises or buildings of THSTI is attributable to the Agency, such damages should be made good by the Agency. The agency/contractor shall be responsible for any insurance coverage of their employees.
- f. Security staff shall be at liberty to exercise check on any of the workers, supervisors while entering, search them in the premises during the work and while leaving from the premises.

- g. The contractor should ensure that his personnel use proper safety measures while performing their duties to avoid any accidents.
- h. The contractor shall hand over the equipment in perfect working order to THSTI incoming contractor appointed by THSTI at the expiry of his contract period.
- i. The contractor shall be held responsible for any act of omission or commission, on part of his employees.
- j. The contractor or his authorized representative has to attend a meeting every month or at such frequency as decided and informed by THSTI for discussion/and evaluation of performance with the THSTI representative. The THSTI representative will confirm the date and time of the meeting.
- k. THSTI shall have the right to make Minor Alterations/ Additions/ Substitutions in the Scope of Work or issue instructions that may be deemed necessary during the period of the contract and contractor shall carry out the work in accordance with the instructions which may be given to him by the THSTI 's representative.
- l. THSTI shall have right to decide replacement of any lift during the contract period. In case any lift gets replaced by a new one, then that would be covered under warranty, hence its maintenance contract will be terminated on prorata basis on the day of its replacement, while contract will continue for remaining lifts.
- m. The contractor shall have no right, title or interest in the site made available by THSTI for the execution of the work of in the building, structure or work executed in the said site or in the goods, Articles or materials etc. brought at the said site (unless the same specifically belong to the contractor) and the contractor shall not have or deem to have any lien whatsoever charge for unpaid bill, not be entitled to assume or retain possession or control of site or structures or materials or equipment and THSTI shall have an absolute right to take full possession of the site and to remove the contractor, their workmen, agents, representatives, materials etc. belonging to the contractor and laying on the site.

11. Right of acceptance:

NCR Biotech Science Cluster Faridabad reserve the right to accepting the whole or any part or portion of the bid; and the bidder shall provide the same at the rates quoted. The Director, NCR Biotech Science Cluster Faridabad reserve the right to reject any or all tenders /quotations or all offers received in response to the tender or cancel or withdraw the tender notice without assigning any reason thereof and also does not bind itself to accept the lowest quotation or any tender and no claim in this regard shall be entertained

12. Inspection:

(a) NCR Biotech Science Cluster Faridabad shall have the right to inspect and/or to test the goods/service to confirm their conformity to the NIT Specifications at no extra cost to the Purchaser.

(b) NCR Biotech Science Cluster Faridabad right to inspect, test and, where necessary, reject the Goods after the goods arrival at the final destination shall in no way be limited or waived by reason of the Goods having previously been inspected, tested and passed by NCR Biotech Science Cluster Faridabad prior to the goods shipment.

(c) The Director, NCR Biotech Science Cluster Faridabad shall be the final authority to reject full or any part of the supply which is not confirming to the specification and other terms and conditions.

13. Corrigendum & addendums regarding the tender will form part of NIT.

14. Late offers will not be accepted. The bidders are requested to visit site and get familiarized with local condition before submission of tenders.

15. Right to issue and to accept or reject any or all tenders without assigning any reason thereof is reserved by the Competent Authority.

16. Rates: Rate should be quoted in Indian Rupees (INR) on DOOR Basis Delivery at NCR Biotech Science Cluster Faridabad inclusive of service & all other charges. Where there is a difference between the rates in figures and words, lower of the two rates shall be taken as valid and correct rate. The service provider shall take into account all the costs involved in compliance of all the special conditions and as stated above while quoting his rates in his tender for this work

17. Taxes: Any taxes if payable should be clearly mentioned otherwise no taxes/charges will be paid by the institute.

18. Subletting of Work:

The firm shall not assign or sublet the work/job or any part of it to any other person/party or will first obtain permission in writing from the Competent Authority of NCR Biotech Science Cluster Faridabad, which will be at liberty to refuse if thinks fit. The tender is not transferable. Only one tender shall be submitted by one bidder.

19. Breach of Terms and Conditions: In case of breach of any terms and conditions as mentioned in tender, the Competent Authority, will have the right to reject the bid at any stage without assigning any reason thereof and nothing will be payable by NCR Biotech Science Cluster Faridabad in that event the EMD shall also stands forfeited.

23. The items will have to be supplied at Institute site. No transportation/ cartage charges will be provided for the same.

24. Bidder shall submit a copy of the tender document and corrigendum/addendum thereto, if any, with each page of this document should be signed and stamped to confirm the acceptance of the entire terms & conditions as mentioned in the tender documents.

25. After the evaluation of the bid(s) NCR Biotech Science Cluster Faridabad will award the contract to the lowest evaluated responsive bidder on composite basis. Conditional bid will be treated as unresponsive and will be rejected.

SECURITY DEPOSIT:

I. The Agency should provide THSTI with the Bank Guarantee/ DemandDraft for 10% of P.O. Value, from any nationalized/ scheduled bank, in the prescribed format. The above Bank Guarantee should be submitted within 02 weeks from the date of award of contract and should be valid for over three months after the expiry of the period of the contract and extended in case of further renewals of the contract. THSTI will be free to encash this Bank Guarantee in the event of any failure on the part of the Contractor to meet his obligations under the contract or in the event of any demand by the concerned Statutory Authorities for the dues from the Contractor at its sole discretion.

II. After acceptance of the contract if any/all the terms and conditions of the contract is/or violated, THSTI reserves the right to terminate the contract. In such cases, the security deposit will be forfeited to THSTI at its discretion.

DEDUCTIONS ON ACCOUNT OF NON-SATISFACTORY WORK:

- a) Damage to THSTI assets or equipment's etc., if caused by the agency staff, the acquisition cost of assets, will be levied as penalty as decided by THSTI. The amount of losses/damages will be recovered from either bills/security deposit of the agency.
- b) Misbehavior like quarreling, abusing etc., between the staff employed by the agency, causing disturbance in the premises: Rs.500/- per occasion and replacement of such personnel immediately.

- c) In THSTI Campus smoking & chewing tobacco etc. is prohibited. Worker who is habitual of these items is deputed in campus if any found violating this rule will be asked to leave the premises and should be replaced immediately.
- d) A penalty of Rs. 500/- per day per elevator shall be imposed if a complaint remains unresolved by more than 3 days' subject to a maximum of 10% of total the contract value during the entire contract period.
- e) If specified quality work is not maintained for on account of non-satisfactory work performance, a proportionate deduction for that non-satisfactory work will be made from the bill of the contractor by the competent authority of THSTI. No correspondence shall be entertained from the contractor if deductions are made due to non-satisfactory work.
- f) The decision of THSTI will be final with regard to levying of penalty.

Disputes, if any, arising out of the above tender will be referred to courts having jurisdiction over Delhi only.

ARBITRATION

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

LIMITATION OF LIABILITY

- i) Neither Party to this Agreement shall be liable to the other Party for any special, incidental, indirect, punitive or consequential damages, including damages for loss of profits, business, goodwill, revenue or anticipated savings.
- ii) Any other liabilities under the contract not covered above shall be limited to maximum of 100% of the agreed contract value provided that the foregoing clauses shall not apply to cases of criminal negligence or willful misconduct and to damages awarded in the case of personal injury or death to the extent such damages cannot be disclaimed under the law.

Technical specification/ Details of spares used for repairing of lift during AMC:-

S. No.	Spares used for repairing	As per OEM (TK Elevators/ Kone)	Any other equivalent make as approved by engineer in-charge

APPLICATION FORM

[NOTE: On the letterhead of the applicant including full postal address, email address, telephone no. and fax no.]

Date: _____

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

Sirs,

1. Being duly authorized to represent and act on behalf of
(hereinafter referred to as “the Applicant”) and having reviewed and fully understood all the pre- qualification information provided, the undersigned hereby applies to be pre-qualified by yourselves as a tenderer for award of work(s) for Annual Maintenance Contract for -80 degree deep freezers installed in THSTI at NCR Biotech Science Cluster Faridabad.
Attached to this letter are copies or original documents defining:
 - (a) the applicant’s legal status
 - (b) the principal place of business
 - (c) the place of incorporation (for applicants who are corporations) or the place of registration and the nationality of the owners (for applicants who are partnerships or individually owned firms)
 - (d) Annexure no. II to IX.
2. Your agency and its authorized representatives are hereby authorized to conduct any inquiries or investigations to verify the statements, documents and information submitted in connection with this application, and to seek clarification from our bankers and clients regarding any financial and technical aspects. This letter of application will also serve as authorization to any individual or authorized representative or any institution referred to in the supporting information, to provide such information deemed necessary and requested by you to verify statements and information provided in this application, or with regard to the resources, experience, and competence of the Applicant.
3. Your agency and its authorized representatives may contact the following persons for further information on general, personnel, technical and financial enquiries.

Contact 1: Name, email and Phone no. Contact

2: Name, email and phone no.

4. This application is made with the full understanding that:
- (a) Bids submitted by applicants will be subject to verification of all information submitted at the time of bidding
 - (b) Your agency reserves the right to:
 - amend the scope and value of the contract / bid under this project; in such event, bids will only be called from pre-qualified bidders who meet the revised requirements; and
 - reject or accept any application, cancel the pre-qualification process, and reject all applications without assigning reasons or incurring any liability thereof; and
 - (c) Your agency shall not be liable for any such actions and shall be under no obligation to inform the applicant.
5. The undersigned declares that statements made and the information provided in the duly completed application are true and correct in every detail.

Signed and sealed, Name

For and on behalf of.....

Annexure -II

GENERAL INFORMATION

	Name of Firm	
	Head office address	
	Telephone	Contact No
	Fax. No.	Email ID
	Place of Incorporation registration	Year of incorporation/registration

Signature and seal of the Authorized Signatory of the bidder

FINANCIAL CAPABILITY

Financial Year	Annual Turn Over in Indian Rupees (or equivalent to 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.
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 and seal of the Authorized Signatory of the bidder

EXPERIENCE OF COMPLETION OF PROJECTS OF SIMILAR NATURE & COMPLEXITY

(During last seven 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 Lacs	Date of commencement as per contract	Stipulated date of completion	Actual date of completion	Name and address/ telephone number of officer to whom reference maybe made	Remarks

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

Signature and seal of the Authorized Signatory of the bidder

Annexure -V

LITIGATION DETAILS (COURT CASES/ARBITRATION)

S.no.	Year	Name of the work	Name of the client with address	Title of the court case/ Arbitration	Detail of the Court/ Arbitrator	Status pending/ decided	Dispute Amount (Current Value, the equivalent) in case of court cases/arbitration	Actual awarded amount (Rs.) in decided court case/ arbitration

Signature and seal of the Authorized Signatory of the bidder

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: -

Translational Health Science and Technology Institute,
NCR-Biotech Science Cluster, 3rd
Milestone, Faridabad-Gurugram
Expressway, Faridabad 121001,
Haryana.

FORM OF AGREEMENT

This Agreement made on the _____ day of _____ 20____ between Translational Health Sciences and Technology Institute (THSTI), Faridabad-Haryana for entering into the work(s) for “Annual Maintenance Contract for -80 degree deep freezers installed in THSTI at NCR Biotech Science Cluster Faridabad.”(here in after called "The Employer") who enters into this Agreement of the one part and M/s.....
(hereinafter called "The Contractor") of the other part.

Whereas the Employer is desirous that certain works should be executed by the Contractor, viz _____("the Works") and has accepted a Bid by the Contractor for the execution and completion of the works and the remedying of any defects therein.

Now this Agreement witnessed as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz:
 - (a) The Letter of Award;
 - (b) The said Bid;
 - (c) The General Conditions of Contract;
 - (d) Prequalification document
 - (e) Instructions to Tenderers and Specific Conditions of Contract;
 - (f) The Specification;
 - (g) The Drawings;
 - (h) The Priced Bid
 - (i) Any other relevant documents referred to in this Agreement or in the aforementioned documents

In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any defects therein in conformity in all respects with the provisions of this work.

The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects therein the Contract Price or only such other sums as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract

In Witness whereof the parties hereto have caused this Agreement to be executed the day and year first before written.

Signed, Sealed, and Delivered by the Said

Binding Signature for and on behalf of THSTI-Faridabad Binding Signature of Contractor _____

In the presence of:-

Witness (1):

Witness (2):

Annexure -VIII

SCHEDULE OF CONTRACT

1.	Earnest Money to be deposited	Rs. 54464
2.	Time of Completion	12 months from the date of award of Contract
3.	Compensation for delay	1.5% per month to be calculated on per day basis.
5.	Terms of Payments	Within 30 days after submission of bill invoice and required documents, etc.
6.	Schedule of Payment	Quarterly basis

Signature and seal of the Authorized Signatory of the bidder

ANNEXURE-IX

UNDERTAKING

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

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

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

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

Signature and seal of the Authorized Signatory of the bidder

ANNEXURE-X

PERFORMANCE BANK GUARANTEE (BOND FORM) DURING AMC

1. In consideration of the THSTI having agreed to exempt (hereinafter called "the said Contractor(s)") from the demand, under the terms and conditions of an agreement / (purchase order) No.....dated made between.....and.....for.....for the supply of.....(hereinafter called "the said AGREEMENT") of Security Deposit for the due fulfilment by the said Contractor(s) of the terms and conditions contained in the said Agreement, of production of the Bank Guarantee for we (name of the Bank) (hereinafter referred to as "the Bank") at the request of (Contractor(s)) do hereby undertake to pay to the DOT an amount not exceeding Against any loss or damage caused to or suffered or would be caused to or suffered by the DOT by reason of any breach by the said Contractor(s) of any of the terms or conditions contained in the said Agreement.
2. We (name of the Bank) do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on a demand from the THSTI stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the DOT by reasons of breach by the said contractor(s) of any of the terms or conditions contained in the said agreement. Any such demand made on the Bank shall be conclusive as regard the amount due and payable by the Bank under this guarantee where the decision of the THSTI in these counts shall be final and binding on the bank. However, our liability under this guarantee shall be restricted to an amount not exceeding.....
3. We undertake to pay the THSTI any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s) / supplier(s) in any suit or proceeding pending before any court or tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be valid discharge of our liability for payment there under and the contractor(s) / supplier(s) shall have no claim against us for making such payment.
4. WE (name of the Bank) further agree that the guarantee therein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the THSTI under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till (office / department) (CENTRE FOR DEVELOPMENT OF TELEMATICS) certifies that the terms and conditions of the said agreement have been fully and properly carried out by the said contractor (s) and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the expiry of Three Years (as stipulated in the PO) from the date thereof, we shall be discharged from all liabilities under this guarantee thereafter.
5. We (name of the Bank) further agree with the CENTRE FOR DEVELOPMENT OF TELEMATICS that the THSTI shall have the fullest liberty without our consent and without affecting in any manner our obligation hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said contractor (s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the THSTI against the said contractor (s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said contractor (s) or for any forbearance, act or omission on the part of THSTI or any indulgence by the THSTI to the said contractor (s) or by any such matter or thing whatsoever which under the law relating to the sureties would, but for this provision,

have effect of so relieving us.

6. This guarantee will not be discharged due to change in the constitution of the Bank or the Contractor(s) / supplier(s).
- 7 WE (name of the Bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent of the THSTI in writing.

Dated the..... day of.....

Place:

Date:

SIGNATURE OF OWNER/DIRECTOR OFFICIAL SEAL / STAMP

PRICE BID

Financial Bid

Name of Work-Annual Maintenance Contract for all Elevators/Lifts (Kone & TK Elevator Make) at NCR Biotech Science Cluster Faridabad.

S.N.	Description of item	Quantity	Unit	Rate	Amount
1.	Annual Maintenance Contract for all kinds of Annual Maintenance Contract for all kinds of Routine, Preventive & Corrective (Break down) Maintenance of following Elevators/Lifts (Kone & TK Elevator Make) at NCR Biotech Science Cluster Faridabad campus, without spares. .				
a.	13 Passengers, Capacity- 884 Kg, Floor- 5 Openings in front Make- TK Elevator	08	Nos.		
b.	13 Passengers, Capacity- 884 Kg, Floor- 3 Openings in front Make- TK Elevator	02	Nos.		
c.	8 Passengers, Capacity- 544 Kg, Floor- 4 Openings in front Make- TK Elevator	01	No.		
d.	Goods Lift, Capacity- 1000 Kg, Floor- 5 Openings in front Make- TK Elevator	02	Nos.		
e.	Goods Lift, Capacity- 1500 Kg, Floor- 4 Openings in front Make- TK Elevator	02	Nos.		
f.	Goods Lift, Capacity- 1500 Kg, Floor- 4 Openings in front/Back Make- TK Elevator	02	Nos.		
g.	8 Passengers, Capacity- 680 Kg, Floor- 8 Openings in front Make- Kone	06	Nos.		
h.	Goods Lift, Capacity- 2000 Kg, Floor- 3 Openings in front Make-Kone	02	Nos.		
	Total				
	GST @18%				
	Total payable amount				
	Amount in words :-				

