



**thsti**

ट्रांसलेशनल 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 3<sup>rd</sup> mile stone Faridabad Gurgaon Expressway, Faridabad.

PHONE No: 0129-2876426 FAX: 0129-2876 402 Web Site: [www.thsti.res.in](http://www.thsti.res.in)

## **Bid DOCUMENT**

**FOR**

**Supply & laying of LT electrical cable 3.5 x 400 SQMM for main power supply from  
ESS to THSTI Building at the NCR Biotech Science Cluster, Faridabad**

**(Tender No.: THS.E.101.21-22/....)**



## NOTICE INVITING e-TENDER

**IF THERE IS DIFFERENCE IN ANY INFORMATION/DATA MENTIONED IN THE TENDER DOCUMENT AND UPLOADED IN GEM PORTAL, THE INFORMATION/DATA UPLOADED IN GEM PORTAL SHOULD BE TREATED AS FINAL.**

Tender Reference No: THS.E.101.21-22

Dated: 27-10-2021

On behalf of the Executive Director, THSTI, Faridabad, Haryana, INDIA, online bids are invited under two bid system from reputed contractors for the award of work for the **“Supply & laying of LT electrical cable 3.5 x 400 SQMM for main power supply from ESS to THSTI Building at the NCR Biotech Science Cluster, Faridabad.**

Name of work	Supply & laying of LT electrical cable 3.5 x 400 SQMM for main power supply from ESS to THSTI Building at the NCR Biotech Science Cluster, Faridabad
Estimated cost	<b>Rs.14,30,444/-</b>
Period of contract	<b>45 Days</b>
Earnest Money Deposit to be submitted	<b>NIL (BID Declaration Certificate)</b>
Date of Publishing	29.10.2021 (15:30 Hrs.)
Pre-bid meeting Date and Time	08.11.2021 (11.00 Hrs.)
Clarification (if any) End Date and Time	10.11.2021 (15:30 Hrs.)
Bid Submission Start Date	29.10.2021 (16:30 Hrs.)
Queries (If any)	N.A.
Last Date and time of uploading of Bids	19.11.2021 (15:00 Hrs.)
Date and time of Online opening of Technical Bids	19.11.2021 (15:30 Hrs.)
Date and time of Online opening of Financial Bids	Will be intimated separately on GEM Portal

**NOTE: IF THERE IS ANY DIFFERENCE IN DATE AND TIME MENTIONED ABOVE AND MENTIONED ANY WHERE IN TENDER DOCUMENT, THE ABOVE DATES SHOULD BE TREATED AS FINAL.**

Interested parties may view and download the tender document containing the detailed terms & conditions from the GEM Portal.

**MANUAL BIDS SHALL NOT BE ACCEPTED**

**Bidders should regularly visit the website to keep themselves updated.**

**TRANSLATIONAL HEALTH SCIENCE AND TECHNOLOGY INSTITUTE**  
**NCR-Biotech science cluster, 3rd mile stone, Faridabad Gurgaon Expressway, Faridabad**

**Tender Notice**

Online bids are invited from eligible bidders for the work of **Supply & laying of LT electrical cable 3.5 x 400 SQMM for main power supply from ESS to THSTI Building at the NCR Biotech Science Cluster, Faridabad** The online bids complete in all respect along with a scanned copies of the documents respectively must be uploaded & submitted at the GEM portal on the date of the closing of the bids.

The tender document along with other details may be downloaded from the GEM Portal:

**Sd/**  
**Engineer-In-Charge**

Dated: -

## **INSTRUCTIONS TO THE BIDDER**

Translational Health Science and Technology Institute (THSTI) is an autonomous institute of Deptt. of biotechnology, Ministry of Science & Technology, Govt. of India located in NCR-Biotech science cluster 3rd mile stone, Faridabad Gurgaon Expressway, Faridabad, Haryana.

### **INSTRUCTION TO THE BIDDER**

#### **1 Preparation and Submission of Bids**

- a. The detailed tender documents may be downloaded from GEM Portal till the last date of submission of tender. The Tender may be submitted online through GEM Portal.
- b. The bidder should submit the bid online as per GEM Portal.

**2. Submission of the Bid:** All interested eligible bidders are requested to submit their bids online On GEM Portal as per the criteria given in this document:

- i. Technical Bid & Tender Fee should be upload online in cover 1.
- ii. Commercial Bid should be upload online in cover 2.

Both Technical and Commercial Bid covers should be placed online on the GEM Portal

**3. Technical Bid:** Signed and scanned copy of the Technical bid documents as under must be uploaded & submitted online on GEM Portal.

#### **List of Documents to be scanned and uploaded (Under Cover 1) within the period of bid submission: -**

- i. Copy of board resolution / Power of Attorney / Authorization letter indicating that the person signing the Bid has the required authority to sign on behalf of the Bidder and Copy of Memorandum of Association & Article of Association of the Bidder.
- ii. A brief write-up about the Bidder profile containing details about its areas of business(es), technical / core competencies, financial capacity, an outline of recent experience on assignments of similar nature.
- iii. The following documents are to be submitted online with the bid in respect of proof of satisfaction of the eligibility conditions laid down in the Tender document:
  - **Average annual financial turnover of not less than the amount equal to 50% of the estimated cost of tender during the immediate last three consecutive financial years**
  - **Attested certificate of work experience (Completion certificate) of similar nature of work during last seven years as desired.**
  - **All documents (Solvency, Turnover, experience etc.) mentioned in qualification criteria.**
  - **Signed form of acceptance of terms & conditions of item rate tender (CPWD-8 at p.no 14).**
  - **Certificate of Registration for GST and acknowledgement of up to date filed return.**
  - **PAN No.**
  - **Duly signed Integrity Pact (as annexed p.no. 16)**
  - **Duly signed BID declaration certificate.**

#### **3. Financial Bid:**

- a. The currency of all quoted rates shall be Indian Rupees. All payment shall be made in Indian Rupees.

- b. In preparing the financial bids, bidders are expected to take into account the requirements and conditions laid down in this Tender document. The financial bids should be uploaded online as per the specified bid format of tender document with the tender and based on the scope of work, conditions and other terms of the Tender document. It should include all costs associated with the Scope of Work of the assignment.
  - c. The Financial Proposal should be inclusive of all applicable taxes, duties, fees, levies, and other charges imposed under the applicable laws. The rates quoted in the Tender are inclusive of all applicable taxes, duties etc.
  - d. The Financial bid should be according to the format given in the Tender Document. It should be ensured that no required value against an item is missed. If the bidder does not want to charge for an item, the value must be filled as "0" (ZERO). All totals should be correct.
4. The bid document consisting of plans, specifications, the schedule of quantities of various types of items to be executed and the set of terms and conditions of the contract to be complied with and other necessary documents can be seen and downloaded from website.
  5. Information and Instructions for bidders posted on GEMP/website shall form part of bid document. Bidders are advised to visit GEMP regularly for latest update.
  6. Online bid documents submitted by intending bidders shall be opened only of those bidders, who has deposited EMD declaration certificate and other documents scanned and uploaded are found in order.
  7. Those contractors not registered on the website mentioned above, are required to get registered beforehand. If needed they can be imparted training on online bidding process as per details available on the website.
  8. On opening date, the contractor can login and see the bid opening process. After opening of bids he will receive the competitor bid sheets.
  9. Contractor can upload documents in the form of JPG and PDF format.
  10. Contractor must ensure to quote rate of each item. The column meant for quoting rate in figures Appears in pink colour and the moment rate is entered, it turns sky blue. In addition to this, while selecting any of the cells a warning appears that if any cell is left blank the same shall be treated as "0". Therefore, if any cell is left blank and no rate is quoted by the bidder, rate of such item shall be treated as "0" (ZERO).
  11. When bids are invited in two / three stages systems and if it is desired to submit revised Financial bid it shall be mandatory to submit revised financial bid. If not submitted, then the bid submitted earlier shall become invalid.
  12. The department reserves the right to reject any prospective application without assigning any Reason and to restrict the list of qualified contractors to any number deemed suitable by it, if too many bids are received satisfying the laid down criterion.
  13. Upon the successful and timely submission of bids, the portal will give a successful bid Submission message & a bid summery will be displayed with the bid no. and the date & time submission of the bid with all other relevant details.
  14. The uploaded documents become readable only after the tender opening by the authorized bid openers.

### **OTHER INSTRUCTIONS TO THE BIDDERS**

#### **1. Last Date for Submission of Tender:**

- a. Online bids complete in all respects, must be submitted on or before the last date and time specified in the schedule of events.
- b. The THSTI may, at its own discretion, alter/extend the last date for submission of tenders.

## **2. Bid Security**

- a. Any Bid not accompanied by an acceptable Bid Security shall be summarily declared non-responsive and the envelope containing Technical Bid of such Bidder shall not be considered.
- b. The Bid Security of unsuccessful Bidders shall be returned without interest after finalization of the tender and that of the Successful Bidder shall be returned without interest, on receipt of Performance Bank Guarantee in accordance with the requirement of the Contract.

## **3. Bid Validity**

- a. All the Bids must be valid for a period of 90 days from the last date of submission of the tender for execution of Contract. However, the quoted rates should be valid for the initial/ extended period of the Contract from the effective date of the Contract. No request will be considered for price revision during the entire Contract period.
- b. A bid valid for a shorter period shall be declared as non-responsive.
- c. In exceptional circumstances, prior to expiry of the original time limit, the THSTI may request the bidders to extend the period of validity for a specified additional period beyond the original validity of 90 days. The request and the bidders' responses shall be made in writing. The bidders, not agreeing for such extensions will be allowed to withdraw their bids without forfeiture of their Bid Security.

## **4. Modification / Substitution/ Withdrawal of bids:**

- a. No Bid shall be modified, substituted or withdrawn by the Bidder after the Bid's Due Date.
- b. Any alteration/ modification in the Bid or additional information supplied subsequent to the Bid's Due Date, unless the same has been expressly sought for by the Authority, shall be disregarded.

5. **Late Bids:** The bid received by the THSTI after the prescribed deadline will be returned to the Bidder.

6. **Rejection of the Bid:** The bid submitted shall become invalid and tender fee shall not be Refunded if -:

- a. The bidder is found ineligible.
- b. The bidder does not upload all the documents as stipulated in the bid document.
- c. Non-submission of EMD Declaration and tender fee.
- d. THSTI reserve the right to ask original of any uploaded document during the tender processing and in case, any discrepancy is found in the uploaded and/or submitted documents the tender will be rejected without any notice.

Any discrepancy found in the uploaded and /or submitted documents and/or non receipt of above original documents as mentioned at 'e' above the tender will be rejected without any notice and financial bid of such bidders will not be opened.

## **7. PRE QUALIFICATION CRITERIA**

7.1 Bidder should have experience of having successfully completed similar works during last seven years ending on previous day of last day of submission of tender.

- a. Three similar completed works costing not less than the amount equal to **40%** of the estimated cost.  
or
  - b. Two similar completed works costing not less than the amount equal to **60%** of the estimated cost.  
or
  - c. One similar completed work costing not less than the amount equal to **80%** of the estimated cost.
- 7.2 The tenderer must be a GST registered firm / company. Sub-authorization is not accepted.
- 7.3 The tenderer should have had average annual financial turnover of not less than the amount equal to 50% of the estimated cost put to tender during the immediate last three consecutive financial years. The tenderer shall attach copy of audited/ITCC Certificate for the last three years duly attested by Chartered Accountant. The tenderer should submit balance sheet and Profit & loss account duly attested by chartered accountant for the preceding three financial years **(Copy enclosed)**.
- 7.4 The tenderer is required to produce and attach solvency certificate for value not less than the amount equal to 40% of the estimated cost put to tender 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 **(Copy enclosed)**.
- 7.5 Similar works mean: “**Bidder/Contractor/Vendor must have experience in Supply & laying of electrical HT/LT cable**” Construction in any Govt. Dept./PSU's/Private Sectors **(completion certificate to be enclosed)**. In case of issue of completion certificate by private sector the agency has to submit **TDS certificate** along with the completion certificate in evidence of the value of work done. The completion certificate issued by Private sector without TDS certificate shall not be considered **(Copy enclosed)**.
- 7.6 The firm should not have been blacklisted, debarred, declared non performer or expelled from any work of Union Government / State Governments/ PSUs / private sectors etc. They should also submit a self-declaration on its letter head for the same. The firm should also provide information regarding litigation / arbitration cases if any **(Copy enclosed)**.
- 7.7 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 **(Copy enclosed)**.
- 7.8 The tenderer must have an electrical Contractor licence issued by the department of chief electrical inspector **(Copy enclosed)**.
- 7.9 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.**

7.10 Small scale Industries registered with the national small scale industries corporation shall **not exempted** for years of experience because this is a specialized work.

7.11 The work shall be executed / customized at site as per the instructions of Engineer-in-Charge.

7.12 Joint Ventures are not permitted.

#### **8. SUBMISSION OF BIDS:**

- a. The bidder shall upload the online payment receipts towards EMD along with the other documents as desired, in the technical cover on the online GEM portal.
  - b. The bidders are required to submit the bid online on the GEM portal only. No manual bids are allowed.
9. **The intending bidder must read the terms and conditions carefully** which will be the part of the Contract. He should only submit his bid if he considers himself eligible and he is in possession of all the documents required.
10. But the bid can only be submitted after uploading the mandatory scanned documents.
11. The price bid of will be opened of technically qualified bidders as per the prequalification criteria & presentation if required as per THSTI requirement.
12. The successful bidder shall be required to submit a performance guarantee of 3% of the tendered amount in the form of Bank Guarantee or F.D.R. from a Nationalized / Scheduled Bank within 10 days of issue of letter of intent before award of work. In case of failure by the Contractor to submit the performance guarantee within the specified period, full earnest money will be forfeited and the tender shall be treated as null and void. **The performance guarantee shall be initially valid up to the stipulated date of completion plus 60 (Sixty) days beyond that.**
13. **THSTI is committed to follow the principle of transparency, equity and competitiveness In public procurement. Before submission of bid each bidder should sign integrity pact at respective places and submit the bid. If duly signed integrity pact is not submitted by bidder, such bid shall not be considered.**



**NOTICE INVITING e-TENDER**

1. On behalf of the Executive Director, THSTI, Faridabad, Haryana, INDIA, online bids are invited under two bid system from reputed contractors for the award of work for the **“Supply & laying of LT electrical cable 3.5 x 400 SQMM for main power supply from ESS to THSTI Building at the NCR Biotech Science Cluster, Faridabad”**.
2. The work is estimated to cost Rs.14,30,444 /-. This estimate, however, is given merely as a rough guide.
3. The authority competent to approve NIT for the combined cost and belonging to the major Discipline will consolidate NIT's for calling the tenders. He will also nominate Division which will deal with all matters relating to the invitation of tenders. For composite tenders, besides indicating the combined estimated cost put to tender, should clearly indicate the estimated cost of each component separately. The eligibility of tenderer will correspond to the combined estimated cost of different components put to tender.
4. The tenders to be submitted online by the eligible contractor provided they having definite proof from the appropriate authority, which shall be to the satisfaction of the competent authority of having satisfactorily completed similar works of magnitude as specified in the advertisement.
5. Agreement shall be drawn with the successful tenderer on prescribed Form No. CPWD - 8 which is available as a Govt. of India publication. Tenderer shall quote his rates as per various terms and conditions of the said form which will form part of the agreement.
6. The time allowed for carrying out the work will be Thirty Days from the date of start as defined in the Schedule 'F' or from the first date of handing over the site, whichever is later, in accordance with the phasing, if any, indicated in the tender documents.
7. The site for the work is available.
8. Tender documents consisting of plans specifications, the schedule of quantities of various items of work be done and the set of terms and conditions of contract to be complied with by the contractor whose tender may be accepted and other necessary documents can be seen in the office of the IEE between hours of 11.00 a.m. & 4.00 p.m. every day except on Saturdays/Sundays and public Holidays.
9. The contractor, whose tender is accepted, will be required to furnish performance Guarantee of 3% (Three percent) of the tendered amount within the period specified in Schedule 'F'. This guarantee shall be in the form of cash (in case guarantee amount is less than Rs. 10,000/-) or Deposit at call receipt of any scheduled bank/Banker's cheque of any scheduled bank / Demand draft of any scheduled bank/pay order of any scheduled bank (in case guarantee amount is less than Rs. 1, 00,000/-) or Government securities of Fixed deposit receipts or Guarantee bonds of any Scheduled bank or the State Bank of India in accordance with the prescribed form.
10. Description of work is given at page No. 1 may be seen. Copies of other drawings and documents pertaining to the works will be open for inspection by the tenderers at the office of the above mentioned officer. Tenderers are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their tenders as to the nature of the ground and sub-soil (so far as practicable), the form and nature of the site, the means of access to the site, the accommodation they may require and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their tender. A tenderer shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charges consequent on any misunderstanding or otherwise shall be allowed. The tenderer shall be responsible for arranging and maintaining at his own cost all materials, tools and pants, water, electricity access, facilities for workers and all other services required for executing the work unless otherwise specifically provided for in the contract documents. Submission of a tender by a tenderer implies that he has read this notice and all

other contract documents and has made himself aware of the scope and specifications of the work to be done and of conditions and rates at which stores, tools and plants etc. will be issued to him by the THSTI and local conditions other factors having a bearing on the execution of work.

11. The competent authority on behalf of Executive Director, THSTI does not bind itself to accept the Lowest or any other tender and reserves to itself the authority to reject any or all tenders received without assignment of any reasons. All tenders in which any of the prescribed condition is not fulfilled or any conditions including that of conditional rebate is put forth by the tenderer shall be summarily rejected.
12. Canvassing whether directly or indirectly, in connection with tenders is strictly prohibited and the Tenders submitted by the contractor who resorts to canvassing will be liable to rejection.
13. The competent authority on behalf of Executive Director, THSTI reserves to himself the right of Accepting the whole or any part of the tender and the tenderer shall be bound to perform the same at the rate quoted.
14. The contractor shall not be permitted to tender for work in THSTI (responsible for award and Execution of contracts) in which his near relative is posted as an officer in any capacity. He shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relative to any gazetted officer in the Institute. Any breach of this condition by the contractor would render him liable to be removed from the approved list of the contractors of this department.
15. No Engineer or other officer employed in Engineering or Administrative duties in the Institute is Allowed to work as a contractor for a period of one year after his retirement from service, without the previous permission of the Institute authorities in writing. The contract is liable to be cancelled if either the contractor or any of his employees is found any time to be such person who had not obtained the permission of the Institute as aforesaid before submission of the tender or engagement in the contractor's service.
16. The tender for the works shall remain open for acceptance for a period of ninety (90) days from The date of opening of tenders. If any tenderer withdraws his tender before the said period or issue of letter of acceptance, whichever is earlier, or makes any modifications in the terms and conditions of the tender which are not acceptable to the deptt, then the Institute shall, without any other right or remedy, be at liberty to forfeit 50% of the said earnest money as aforesaid. Further the tenderer shall not be allowed to participate in the re-tendering process of the work.
17. This Notice Inviting Tender shall form a part of the contract document. The successful Tenderer / contractor, on acceptance of his tender by the Accepting authority, shall, within 15 days from the stipulated date of start of the work, sign the contract consisting of:
  - a. The Notice Inviting Tender, all the documents including additional conditions, specifications and drawings, if any, forming the tender as issued at the time of invitation of tender and acceptance thereof together with any correspondence leading there to.
  - b. Standard CWPDP form 8.

**Engineer-In-Charge**

**For and on behalf of Executive Director, THSTI**

**CPWD – 8**

**FORM OF ACCEPTANCE OF TERMS AND CONDITIONS OF ITEM RATE TENDER**

**Name of work: Supply & laying of LT electrical cable 3.5 x 400 SQMM for main power supply from ESS to THSTI Building at the NCR Biotech Science Cluster, Faridabad.**

**TENDER**

I/We have read and examined the Notice Inviting Tender schedule, Specifications applicable, drawings and design, General Rules and Directions of contract, clauses of contract, special terms & conditions, Schedule of Rate and other contents in the tender document for the work.

I/We hereby tender for the execution of the work specified by the Executive Director, THSTI within the time specified in Schedule 'F' viz. Schedule of quantities and in accordance in all respect in all respect with the specifications, designs, drawings and instructions in writing referred to in Rule-1 of General Rules and directions and in clause 11 of the conditions of the contract with such materials as are provided for, by, and in respect in accordance with, such conditions so far as applicable.

I/We agree to keep the tender open for ninety (90) days from the due date of its opening and not to make any modifications in its terms and conditions.

If I/We fail to furnish the prescribed Performance guarantee within prescribed period, I/We agree that the said Executive Director, THSTI or his successors in office shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely. Further, if I/We fail to commence work as specified, I/We agree that Executive Director, THSTI or his successors in office shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the said earnest money and the performance guarantee absolutely, otherwise the said earnest money shall be retained by him towards security deposit to execute all the works referred to in the tender documents upon the terms and conditions contained or referred to therein and to carry out such deviations and may be ordered, upto maximum of the 10 % percentage mentioned in CPWD and those in excess of that limit at the rates to be determined in accordance with the provision contained in clauses of the tender form.

Further, I/We agree that in case of forfeiture of Performance guarantee as aforesaid, I/We shall be debarred for participation in the re-tendering process of the work, We hereby declare that I/We shall treat the tender documents drawings and other records connected with the work as secret/confidential documents and shall not communicate information derived there from to any person other than a person to whom I/We am/are authorized to communicate the same or use the information in any manner prejudicial to the satisfy of the state.

Dated:

Signature and address of the contractor

## ACCEPTANCE

The above tender (as modified by you as provided in the letters mentioned hereunder) is accepted by me for and on behalf of the Executive Director, THSTI for a sub of Rs. -----

(Rupees ----- only)

The letters refereed to below shall form part of this contract Agreement.

(a)

(b)

(c)

For and on behalf of Executive Director, THSTI

Signature and Designation

**TRANSLATIONAL HEALTH SCIENCE AND TECHNOLOGY INSTITUTE**  
NCR-Biotech science cluster, 3rd mile stone, Faridabad Gurgaon Expressway, Faridabad

## INTEGRITY PACT

To,

Executive Director  
THSTI  
Faridabad(Haryana)

Sub: Submission of Tender for the work of .....

Dear Sir,

I/We acknowledge that CPWD is committed to follow the principles thereof as enumerated in the Integrity Agreement enclosed with the tender/bid document.

I/We agree that the Notice Inviting Tender (NIT) is an invitation to offer made on the condition that I/We will sign the enclosed integrity Agreement, which is an integral part of tender documents, failing which I/We will stand disqualified from the tendering process. I/We acknowledge that THE MAKING OF THE BID SHALL BE REGARDED AS AN UNCONDITIONAL AND ABSOLUTE ACCEPTANCE of this condition of the NIT.

I/We confirm acceptance and compliance with the Integrity Agreement in letter and spirit and further agree that execution of the said Integrity Agreement shall be separate and distinct from the main contract, which will come into existence when tender/bid is finally accepted by CPWD. I/We acknowledge and accept the duration of the Integrity Agreement, which shall be in the line with Article1 of the enclosed Integrity Agreement.

I/We acknowledge that in the event of my/our failure to sign and accept the Integrity Agreement, while submitting the tender/bid, CPWD shall have unqualified, absolute and unfettered right to disqualify the tenderer/bidder and reject the tender/bid in accordance with terms and conditions of the tender/bid.

Yours faithfully  
(Duly authorized signatory of the Bidder)

### **SPECIAL CONDITIONS:**

**Name of work: - Supply & laying of LT electrical cable 3.5 x 400 SQMM for main power supply from ESS to THSTI Building at the NCR Biotech Science Cluster, Faridabad.**

Unless otherwise specified the work shall be carried out in accordance with the printed CPWD specification 2009 for the work at Delhi with correction slips issued till the date of opening of tender. In the event of any dispute the following shall be the order of priority to decide the issue: -

- (a). Nomenclature of item read with special conditions of the contract and general specifications
- (b). CPWD specifications.
- (c). BIS specifications
- (d). Instructions of Engineer-In-Charge.

These instructions are over and above the instructions contained in the enclosed set of tender documents and **override** instructions in case of conflict.

**One bid per bidder:** - Each Bidder shall submit only one Bid, either individually or as a partner in a joint venture. A Bidder who submits or participates in more than one Bid (other than as a sub - contractor) shall cause all Bids with the Bidder's participation to be disqualified.

**Pre bid Qualification:** It is proposed kindly incorporate - Any pre-bid clarifications if required, then same may be obtained online through the tender site, or through the contact details given in the tender document.

**Order of Acceptance:** - It is proposed kindly incorporate that the successful bidder should submit Order Acceptance within 7 days from the date of order.

**Rate Quoted:** The currency of all quoted rates shall be Indian Rupees. All payment shall be made in Indian Rupees. The rates are to be quoted by the bidders in Indian Rupees only and payment shall be made to successful bidders in Indian Rupees only. Any statutory applicable taxes such as applicable Tax, etc. should be mentioned separately in the Financial Bid. However, quote should be inclusive of all other levies, statutory taxes and charges such as Octroi, Packaging & Forwarding charges etc. and should be delivered at the premises. All prices shall be fixed and shall not be subject to escalation of any description. The rates must be quoted strictly as per the 'Financial Bid Format' provided.

**Self-declaration certificate that company is not blacklisted with any of the Govt. Department and other statutory bodies. As per point No. 5.5**

The contractor shall not be permitted to tender for works in the THSTI responsible for award and execution of contracts, in which his near relative is posted a Divisional Accountant or as staff in any capacity between the grades of Assistant Engineer and Junior Engineer (both inclusive). He shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any officer in the THSTI. Any breach of this condition by the contractor would render him liable to be cancel of tender even he become L1 bidder.

As per the CPWD manual SI.No 17 No Engineer of Gazetted Rank or other Gazetted Officer employed in Engineering or Administrative duties in an Engineering Department of the Government of India is allowed to work as a contractor for a period of one year after his retirement from Government service, without the prior permission of the Government of India in writing. This contract/ bid is liable to be cancelled if either the contractor or any of his employees is found any time to be such a person who had not obtained the permission of the Government of India as aforesaid before submission of the tender or engagement in the contractor's service.

**Extension in Delivery and Work:** Delivery of completion of systems/ components and Work is delayed for reasons of force majeure such as acts of God, Acts of Public enemy, acts of Government, fires, floods, epidemics, quarantine restrictions, illegal strikes and freight embargoes, the Contractor shall within 3 days from the date of such occurrence, give notice to THSTI in writing of his claim for extension of delivery period. THSTI on receipt of such notice may agree to extend the supply/contract delivery date as may be reasonable but without prejudice to other terms and conditions of the contract. Unless the extended delivery period is agreed by THSTI in writing, Tender Number cannot claim the extension of delivery time as a matter of right. THSTI shall have the right to cancel/ extend the order validity/ levy Liquidated Damage (LD) as appropriate.

The time of delivery and Completion of Work including testing and handing over in satisfactory condition is the essence of the contract and the shipment should be effected as per the schedule. In the event of part supply, THSTI shall withhold the entire payment Until the whole of the supply and work completed as per the order. In case the delivery schedule is not stipulated as essential criteria, contractor may indicate the period of delivery required for them.

**INSURANCE UNDER WORKMEN COMPENSATION ACT** Contractor is required to take insurance cover under the Workman Compensation Act, 1923 amended from time to time from an approved insurance company and pay premium charges thereof.

**Method of storing the materials:** The bidder shall at his own cost, provide for all necessary storage on the site in specified areas for all materials such as steel, cable, electrical appliances and such other materials which are likely to deteriorate by the action of sun, wind, rain, dampness or other natural causes due to exposure in the compounds or in stores in such a manner that all materials, tool etc. shall be duly protected from damage by weather or any other cause. Materials required for the works, by the bidder be stored by the bidder only at places approved by the Owner. Storage and safe custody of materials shall be the responsibility of the bidder.

**Defect Liability period** shall be 1 year from the date of handing over the site and satisfactory report from the indenter/End user.

It needs to elaborate that any defects, faults, deterioration in performance of the material and installations which may appear; during the "Defect Liability Period" of twelve months. In case of default, owner may employ and pay other person to make good the defects and deduct the expenses

from the dues payable to contractor on certification from engineer in-charge. The defect liability period unless otherwise specifically agreed shall be twelve months.

**No Advance Payment:** THSTI does not make any advance payment. Payments for services rendered or supplies made should be released only after the services have been rendered or supplies made. The payment will be made on the basis of actual measurement.

**Experience of Firms/ Contractors:** The firm should have minimum 03 years of experience of works of tender Specification related & services.

**DETERMINATION OF THE SUCCESSFUL BIDDER:** -The Bidder meeting the minimum eligibility criteria with the lowest bid price in the respective category, subject to arithmetical correction, shall be deemed as the successful Bidder. In the event of more than one bidder with the lowest price bids (say equal), the bidder with the highest 'cumulative annual turnover of the last 3 financial years would be deemed as 'Successful Bidder' with respect to the submission of proof of documents as submitted by the bidder

**Performance Security:** L1 bidder will have to submit Bank Guarantee/FDR/RTGS of 3% of total contract value from Nationalized Bank against performance security. The validity of PBG should be 14 months from the date of completion of work and satisfactory report by concerned engineer In charge. Bid Security will be released after receiving of Bank Guarantee/Demand Draft/RTGS.

**Deviation -:** The deviation limit shall not exceed to 10% of the sanctioned cost of budgeted work.

**Completion period:** Work should be completed within **45 days** from the receipt of the Purchase order and after site clearance. If, the work delayed beyond the stipulated time of completion penalty of 1% per week or part thereof of total cost shall be imposed at the discretion of competent authority. The penalty may be upto 10% of the total accepted bid value. This purchase/Work order will be automatically expired after 9 weeks unless extension is provided by the Institute on request by the supplier.

**Forfeiture of bid security:** Bid security of a tenderer will be forfeited, if the tenderer withdraws or amends its tender or depreciates from the tender in any respect within the period of validity of its tender. Further, if the successful tenderer fails to furnish the required performance security within the specified period, its bid security will be forfeited.

**Site Visit:** Intending tenderers are advised to inspect and examine the site for better understanding of work and its and satisfy themselves before submitting their tenders as to the nature of the site (so far as is practicable).

**Completion of Work:** Before finally leaving site, all the Bidders stores, plant, tools and rubbish shall be removed and the site left clean and tidy. The space allocated by Owner shall be vacated and handed over to the Owner.

**ESCALATION/ PRICE VARIATION:** No claim on account of any price variation / Escalation on whatsoever ground shall be entertained at any stage of works. All item rates as per Bill of Quantities (BOQ) quoted by Contractor shall be firm and fixed for entire contract period as well as extended period for completion of the works. No escalation/price variation clause shall be applicable on this contract.



**Water and Electricity for Construction work:** If firm used the water and electricity from Institute resources then water charges @1% will be deducted from total bill amount. Also If any Institute electricity consumed then charges for required load has to be bear by the firm and payment will be deducted from the total bill amount.

**Working and Safety Regulations:** The bidder shall observe all statutory safety and legal requirements regulations issued by Central and State Governments applicable to the work as well as any local regulations applicable to the site issued by the Owner or any other authority.

**Setting out Works:** The bidder shall set out the works and responsible for the true and perfect setting out of the same and for the correctness of the positions, levels, dimensions and alignment of all parts thereof, if at any time any error shall appear during the progress of any part of works the bidder shall at his own expenses rectify such error, if called upon to the satisfaction of the Owner.

All the work will be executed as norm and specification of CPWD and as specified in bill of quantity. If any other work will require to be under taken related to this works or any alteration in work, will be executed on the basis of approved rates after prior approval.

In case the L-1 bidder submits requisite documents online as per NIT, then the bidder will be considered eligible for award of Contract. In case the L-1 bidder fails to submit requisite documents online as per NIT or if any of the information/declaration furnished by L-1 bidder online is found to be wrong by Tender Evaluation Committee during evaluation of scanned documents uploaded by bidder, which changes the eligibility status of the bidder (for the first time), then the EMD of L-1 bidder will be forfeited and re-tender will be done. In this re-tender process, offer from this L-1 bidder will not be accepted. This penal action will be enforced from the date of issue of such order.

**Validity of offer: The rates offered in technical specifications shall be valid for at least 120 (one hundred twenty) days from the end date of bid submission.**

In this NIT/Agreement wherever the word mentioned under column 'A' appear the same may be construed to mean the word opposite to it in column 'B' as given below except for CPWD Contractor's labour Regulation, CPWD Safety Code, CPWD Specification and Delhi Schedule of Rates CPWD.

<b>'A'</b>	<b>'B'</b>
Central PWD, CPWD	Translational Health Science and Technology Institute (THSTI)
President of India	Executive Director, THSTI
Chief Engineer	Head-Administration
Divisional officer Engineer Incharge	IEE

## Payment Terms

**Table A**

<b>S. no</b>	<b>Payment Limit (% of Contract )</b>	<b>Remarks</b>
<b>1.</b>	<b>90%</b>	Payment will be released against the invoice on completion of work inclusive of design supply, installation Testing and Commissioning, validation and Handing over.
<b>2.</b>	<b>10%</b>	10 % of the contract value is reserved for the cumulative comprehensive operation and maintenance during the defect liability period of one year. This amount shall be released in equal quarterly installment during the defect liability period.

### **Penalty:**

Applicable penalty will / may be recovered from the payment(s).

Penalty may / will be deducted (recovered) from the Performance security. However, the penalty may / will be waived off for non-performance due to reasons mentioned in the Force Majeure or because of THSTI.

In such case(s) the vendor should notify and produce / bring the relevant communication and proof to THSTI promptly of any failure to perform or delay in performing due to any of the above reasons for the penalty to be waived off.

**Engineer-In-Charge**

## **SCOPE OF WORK**

1. The scope and nature of services to be provided by the contractor shall include Supply & Laying of PVC insulated and PVC sheathed / XLPE power cable of 1.1 KV grade size 3.5 x 400 SQMM direct in ground in the same trench in one tier horizontal formation including excavation, sand cushioning, protective covering and refilling the trench repairing of / existing or additional RCC/ HUME/ METAL pipe/ existing masonry open duct/ wall surface etc. including repairing of road, RCC, Stone if any as required as per site requirement and direction of the engineer in charge.
2. Supplying and fixing cable route marker with 10 cm X 10 cm X 5 mm thick G.I. plate with inscription there on, bolted /welded to 35 mm X 35 mm X 6 mm angle iron, 60 cm long and fixing the same in ground with misc. items etc. as required as per site requirement and the direction of engineer in charge.
3. Supplying and making end termination with brass compression gland and aluminium lugs for size 3.5 x 400 SQMM of PVC insulated and PVC sheathed / XLPE aluminium conductor cable of 1.1 KV grade with misc. items etc. as required as per site requirement and the direction of engineer in charge.

**Technical Specification**

<b>S. No.</b>	<b>Description of items</b>
1.	<b>Supply of LT Cable: -</b> Power Cables, Aluminium conductor, XLPE Insulated, PVC tape/Extruded Inner sheathed for Multicore Cables Armoured as per IS, PVC Type ST2 sheathed, 1100V grade as per IS 7098(Part 1) 1988, Make:-Polycab, Havells, KEI, National or Equivalent and approved make 400 Sqmm, 3.5 Core Aluminium Armoured Cable (2 runs of 380 Mtr.)
2.	<b>Laying of Cable: -</b> Laying of one number PVC insulated and PVC sheathed / XLPE power cable of 1.1 KV grade of following size <b>direct in ground</b> including excavation, sand cushioning, protective covering and refilling the trench etc. as required.
3.	<b>Termination of Cable: -</b> Supplying and making end termination with brass compression gland and aluminium lugs for following size of PVC insulated and PVC sheathed / XLPE aluminium conductor cable of 1.1 KV grade as required.  3½ X 400 sq. mm (82mm)
4.	<b>Cable Route Marker: -</b> Supplying and fixing cable route marker with 10 cm X 10 cm X 5 mm thick G.I. plate with inscription there on, bolted /welded to 35 mm X 35 mm X 6 mm angle iron, 60 cm long and fixing the same in ground as required.

Note :-(1). The above estimate is based on GEM & DSR 2018 rate & Catalog price of Cable.

(2). Cable should be minimum joints or joint free if possible (02 Runs of 700 Mtr. 3.5Cx400 sqmm Al Armd.XLPE cable).

(3). The payment will be released on the basis of actual measurement of the cable.

**Signature of tenderer with Seal & Date**

**BID SECURITY UNDERTAKING**

To,

The Executive Director,  
Translational Health Science and Technology Institute,  
3<sup>rd</sup> Mile Stone, Faridabad Gurgaon Expressway  
Faridabad – 121001

Dear Sir

Having examined the bidding document, the receipt of which is hereby duly acknowledged, we the undersigned offer to supply and deliver \_\_\_\_\_ (Description of Goods) in conformity with the said bidding documents for a sum or such other sums as may be ascertained from the bid.

We undertake if our bid is accepted, to deliver the goods in accordance with the delivery schedule specified.

We agree to abide by this bid for requisite period as fixed for bid opening as per the instructions to the bidders. Further it shall remain binding upon us and accepted at any time before the expiry of that period.

Until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and your notification of award shall constitute a binding contract between us.

We understand that you are not bound to accept the lowest or any bid you may receive.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

Signature \_\_\_\_\_ in  
the capacity of \_\_\_\_\_

Duly authorized to sign the bid for and on behalf of \_\_\_\_\_

**LIST OF APPROVED MAKE / MATERIALS IN ORDER OF PREFERENCE**

<b>S. No</b>	<b>Description</b>	<b>Make</b>
3	Electrical Cable	Polycab /Havells/ Finolex/ KEI/ CCI / Gloster
4	Aluminium Lugs	ISI and Quality approved by Engineer-Incharge
8	Brass Glands	ISI and Quality approved by Engineer-Incharge
10	Route Marker	Quality approved by Engineer- Incharge

**CERTIFICATE FOR SITE INSPECTION**

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

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

**ENGINEER-IN-CHARGE, THSTI**

**Signature of tenderer with Seal & Date**

**PRICE BID**



**PRICE BID**

**SCHEDULE OF QUANTITIES**

**Name of Work: - Supply & laying of LT electrical cable 3.5 x 400 SQMM for main power supply from ESS to THSTI Building at the NCR Biotech Science Cluster, Faridabad:-**

S.No.	Description of items	Qty.	Unit	Rate	Amount
01	Supply of electrical Power Cables, Aluminium conductor, XLPE Insulated, PVC tape/Extruded Inner sheathed for Multicore Cables Armoured as per IS, PVC Type ST2 sheathed, 1100V grade as per IS 7098(Part 1) 1988, 400 Sqmm, 3.5 Core Aluminium Armoured Cable (2 runs of 380 Mtr.).  Make:-Polycab, Havells, Finolex, KEI, CCI, National or Equivalent and approved make	760	Mtr.		
02	Laying of PVC insulated and PVC sheathed / XLPE power cable of 1.1 KV grade of size 3.5 x 400 SQMM direct in ground in the same trench in one tier horizontal formation including excavation, sand cushioning, protective covering and refilling the trench/ existing or additional RCC/ HUME/ METAL pipe/ existing masonry open duct/ wall surface etc. including repairing of road, RCC, stone as required as per site requirement and direction of the engineer in charge.	760	Mtr.		
03	Supplying and making end termination with brass compression gland and aluminium lugs size of 3.5 x 400 SQMM PVC insulated and PVC sheathed / XLPE aluminium conductor cable of 1.1 KV grade as required	04	Set		
04	Supplying and fixing cable route marker with 10 cm X 10 cm X 5 mm thick G.I. plate with inscription there on, bolted /welded to 35 mm X 35 mm X 6 mm angle iron, 60 cm long and fixing the same in ground as required.	20	Nos.		
	<b>Total</b>				

[Rupees: - ]

**Note:-**

- The price should be quoted on F.O.R destination basis ( i.e FOR THSTI, Faridabad)
- The payment of cable (Supply & laying) will be release on the basis of actual measurement.

**Signature of tenderer with Seal & Date**