

**TENDER DOCUMENT FOR
INTERNAL ELECTRIFICATION AND
LIGHTNING FIXTURE WORK
IN CSSD,
SUPER SPECIALITY PAEDIATRIC HOSPITAL
& POST GRADUATE TEACHING INSTITUTE,
NOIDA**

DATE OF ISSUE OF TENDER FORM WITH DOCUMENT : From 15.01.2018 to 21.01.2018
DATE & TIME FOR SUBMISSION OF TENDER DOCUMENT : 22.01.2018 up to 10.00 Am
DATE & TIME FOR TENDER OPENING : 22.01.2018 at 12:00 NOON
TENDER ADVERTISEMENT NO. : E-17-18/01ADated-14-01-2018

RE-TENDER NOTICE

**Super Speciality Paediatric Hospital &
Post-Graduate Teaching Institute**

(An Autonomous body under Govt. of U.P.)

Sector-30, Noida-201303, Gautam Budh Nagar, U.P. (India)

Advt. No.: E-17-18/01A

Re-Tender Notice

E-tenders are invited in two bid system by Super Speciality Paediatric Hospital & Post-Graduate Teaching Institute, for the **Internal Electrification and Lightning Fixture Work** in CSSD, SSPH & PGTI, Noida from the competent electrical Contractors with sound technical and financial capabilities. The E-tender document, all terms and condition and Bill of Quantity will be available on the website of the institute (www.ssphpgtinoida.ac.in) and Uttar Pradesh e-tender portal <http://etender.up.nic.in> between **dated 15.01.2018 to 19.01.2018**. All eligible tenderer may be able to apply online at up e-tender portal <http://etender.up.nic.in> by down-loading the tender document from the Institute website or e-tender portal <http://etender.up.nic.in>, submission of tender fee and earnest money deposit shall be through online payment only. The Director reserve the right to accept or reject any offer partially or fully without assigning any reason. Any other communication regarding Corrigendum, update, Price bid opening or further date extension etc. shall be notified on e-tender portal.

DIRECTOR

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IMPORTANT

The tenderers are advised to go through the following sections carefully before filling up the Technical Bid(Part-A) and Financial Bid(Part-B).

SR. NO.	PARTICUALRS
1.	Notice Inviting Tender
2.	Instructions to bidders(ITB)
3.	Terms & Conditions of Agreement
4.	Technical Bid (Part-A)
5.	Financial Bid (Part-B)
6.	Certificate / affidavit

NOTICE INVITING RE-TENDER

E-tenders are invited by Super Speciality Paediatric Hospital & Post Graduate Teaching Institute, (Institute) for the **Internal Electrification and Lightning Fixture Work** in CSSD, SSPH&PGTI, Noida from the competent electrical Contractors with sound, technical and financial capabilities: -

Name of work	Tender Fee	Essential E.M.D. Amount	Last date and time of Receipt of e-tender	Date and time of Opening of E-tender	Eligibility of Tenderer
Internal Electrification and Lightning Fixture Work of CSSD, Super Speciality Paediatric Hospital & Post Graduate Teaching Institute (hereinafter referred to as "Institute").	Rs.500.00 + Rs.90(tax) =Rs.590.00 (Through Online Payment Only.)	Rs.20000.00 (Through Online Payment Only.)	22.01.2018 upto 10.00 Am	22-01-2018 at 12.00 NOON	The tenderer must have experience of execution of Internal Electrification and Lightning Fixture Work of Government High rise building /Government University/Govt. or Pvt. Hospital of minimum 350 beds/ Large Organizations through term rate contract basis and in this case the cost of Internal Electrification and Lightning Fixture Work executed in two calendar years must not be less than Rs.10.00 lacs.

**Note- The Bidders who participated in Tender Advertisement No.: E-17-18/01 Dated-03-01-2018- will be required to submit fresh bids, whereas, previous Earnest Money Deposit may be considered if a copy of the same is annexed in the technical bid.*

AVAILABILITY OF E-TENDER FORM:

The E-tender document, all terms and condition and Bill of Quantity is available at the website of the institute (www.ssphpgtinoida.ac.in) and Uttar Pradesh e-tender portal <http://etender.up.nic.in> between dated **15.01.2018 to 22.01.2018**. upto 10:00 AM All eligible tenderer may be able to apply online at up e tender portal <http://etender.up.nic.in> by downloading the tender document from the Institute website or e-tender portal <http://etender.up.nic.in>, submission of tender fee and earnest money deposit shall be through online payment only, as per, the details mentioned under "SUBMISSION OF E-TENDER" and receipt / proof of the same must be attached with the technical bid.

LAST DATE OF RECEIPT OF E-TENDER

e-tenders complete for above said work should be **filled and applied online on up e-tender portal** <http://etender.up.nic.in> only, up to **22.01.2018 till 10.00 a.m.**

SUBMISSION OF E- TENDER:

e-tenders for the **Internal Electrification and Lightning Fixture Work** in CSSD, SSPH&PGTI should be filled online. Each page of tender document, Technical Bid, and Financial Bid should be signed by tenderer and seal of tenderer.

(A) The tenderer shall submit their bids online as specified in <https://etender.up.nic.in>. The off-line tender will not be considered under any circumstances. The tender fee and Earnest Money Deposit (EMD) will also be submitted online as per following details and receipt / proof of the same must be attached with the technical bid:

- (a) Account Number- 712600301001022
- (b) Name of Account – Director, SSPHPGTI
- (c) Name of Bank and Branch – Vijaya Bank, Sector 18, Noida, Gautam Budh Nagar-201301
- (d) IFSC Code- VIJB0007126

(B) For online refund of EMD, following details be provided by the bidders in technical bid:

- (a) Tender number
- (b) Name of equipment
- (c) Amount of EMD
- (d) Name of Bank and Branch
- (e) IFSC Code
- (f) Name of account
- (g) Account number in which EMD amount is to be credited

ELEGIBILITY CRITERIA:

The tenderer must have 'A' class license from the electrical inspector and experience of Internal Electrification and Lightning Fixture Work of **Government High rise building /Government University/Govt. or Pvt. Hospital of minimum 350 beds / Large Organizations**. The cost of Internal Electrification and Lightning Fixture Work executed in last two calendar years must not be less than Rs.10.00 lacs.

TENDER CONDITIONS:

1. Earnest money of Rs.20000.00 shall be deposited as mentioned in “SUBMISSION OF E-TENDER” and receipt / proof of the same must be attached with the technical bid. Any bid not accompanied by Earnest money deposit will be summarily rejected. The earnest money of all tenderers shall be released after the receipt of security deposit.
2. Tenderer shall submit undertaking that no court case or police case is pending against tenderer. Tenderer not accompanied with the above documents or those, which do not fulfill the eligibility criteria, shall be rejected.
3. Tenderer shall submit affidavit that the Contractor has not been black listed by any Government Agency/Government.
4. The Tender shall be opened in the presence of the tenderer or their authorized representatives if they choose to attend the opening of Bid. Only one authorized representative of each tenderer shall be allowed to be present at the time of opening of tender. The tenderer shall have to furnish the name, address, attested photograph and signature of the authorized representative.
5. Canvassing in any form shall not be entertained and shall result in rejection of the tenders and disqualification for future tender.
6. The tenders submitted by the tenderers shall remain valid for acceptance for a period of 120 days from the date of opening of the tender. The tenderer shall not be entitled during the said period, to revoke or cancel his tender or to vary the tender given or any term thereof. In case of tenderer revoking or canceling his tender or varying any term in regard thereof, the Institute shall cancel the tender and forfeit the earnest money paid to it along with tender.
7. In case the date of opening of tender is declared a holiday, this shall be automatically extended to the next working day.
8. Complete tender documents comprising of notice inviting tenders, conditions of contract, Technical Bid and Financial Bid herewith should be signed by tenderer and the seal of tenderer if any be affixed on every page of the tender document.
9. The rates quoted should be filled in both figure and words for all items and the total amount of the work should be calculated and filled by the tenderer also. The total tendered amount should be indicated in figures and words.
10. Conditional tenders are liable to be rejected.
11. All tenderer must submit all information's/certified documents mentioned in the format of part “A” of Technical Bid of the tender document.
12. Any action on the part of tender to influence any staff of Institute will make his tender liable for rejection.
13. The rates should be clearly filled in ink legibly giving full address of the tenderer. The tenderers should quote in figures as well as in words the rates and amount tendered by him. Alteration, if any, unless legible attested by the tenderers, shall invalid the tender. In case the tender signed by the agent, the authority letter in his favor shall be enclosed with tender documents.
14. The tenderers should take care that the rates and amount are written in such a way that interpolation is not possible. No blank space should be left, which would otherwise make the tender liable for rejection.
15. The tenderer submitting his tender would be deemed to have considered and accepted all the term and conditions. No verbal or written enquiries shall be entertained in respect of acceptance or rejection of the tender.
16. The tender shall contain the name, residence and place of business of the person submitting the tender. The tender shall be signed by the tenderer with his usual signature.
17. The right to accept tender will rest with the Institute.
18. The rates for supply and fixing and replacement will remain the same. No extra charges shall be paid for the replacement.
19. The tender is not transferable. In the event of re-tendering the old tenders shall not be returned back to the tenderer and if any firm quotes the rates again and again then their lowest rates shall be decided on the basis of the lowest rates among their all tenders. The old tenders shall remain valid till the date of opening of tenders received after re-tendering.
20. Director, SSPH&PGTINoida reserves the right to accept or reject any or all tenders received without assigning any reasons.
21. The Financial Bid will be decided by totaling the amount of all the items quoted by the tenderer.

Instructions to bidders (ITB)

1.DEFINITIONS

In this Context, the following terms shall be interpreted:

- “E-Bid/Tender” means the Technical proposal and the Financial proposal.
- General terms & condition which explains the objectives, activities, tasks to be performed, and expected results and deliverables of the assignments, respective responsibilities of the Bidder.

2.THE BIDDING DOCUMENT

This E-tender document is available on the E-tender portal <http://etender.up.nic.in> and SSPH & PGTI, NOIDA website www.ssphpgtinoida.ac.in to enable the Bidders to view and download the Bidding document, submit their E-Bids online up to the last date and time mentioned in E-tender document only on E-Bid portal <http://etender.up.nic.in>.

The Bidders are expected to examine all the instructions, forms, terms and conditions, requirements and qualifications in the E-tender documents. Failure to furnish all the information required as per the Bidding documents or submission of an E-Bid not responsive to the E-tender document in every respect will be at the Bidder’s risk and may result in the rejection of his E-Bid.

3.CLARIFICATIONS OF E-TENDER DOCUMENTS

A prospective Bidder requiring any clarification of the E-tender documents may raise his point of clarification to E-mail- estate.sspginoida@gmail.com

4.AMENDMENT OF E-TENDER DOCUMENT

At any time prior to the deadline for submission of E-Bids, the Institute may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the E-tender document by amendments. Such amendments shall be posted/ uploaded on the E-tender portal <http://etender.up.nic.in> through corrigendum and shall form an integral part of the E-Bid documents. The relevant clauses of the E-tender documents shall be treated as amended accordingly.

It shall be the sole responsibility of the prospective Bidders to check the E-tender portal <http://etender.up.nic.in> and www.ssphpgtinoida.ac.in from time to time for any amendment in the E-Bid document. In case of failure to get the amendments, if any, the Institute shall not be responsible for any negligence on part of the Bidder.

In order to allow prospective Bidders a reasonable time to take the amendment into account in preparing their E-Bids, the Institute at its discretion, may extend the deadline for the submission of E-Bids. Such extensions shall be posted/up-loaded on the E-tender portal <http://etender.up.nic.in>.

5.PREPARATION & SUBMISSION OF E-Bids•Documents Constituting E-Bid

E-Bids prepared by the Bidder shall comprise the following components:

- a) Technical proposal submission Form/ Technical Bid
- b) Financial proposal submission Form/ Financial Bid

6. Documents Establishing Bidder's Qualification

The Bidder shall furnish, as of Technical Proposal, documents establishing the qualification to perform the Contract. The documentary evidence in support of the information furnished should be submitted by the Bidder electronically in the PDF format.

7. FORMAT AND SIGNING OF E-BIDS

The Bidder shall prepare one electronic copy for the E-Bids. All pages/ documents of E-Bid shall also be signed manually by the person authorized to sign E-Bids before converting them into PDF and uploading them as bidding documents.

8. SUBMISSION OF E-BIDS

The E-Bid Submission module of E-tender portal <http://etender.up.nic.in> enables the Bidders to submit the E-Bid online against the E-tender published by the Institute. Bid Submission can be done only from the Bid Submission start date and time till the E-Bid Submission end date and time given in the E-Bid. Bidders should start the Bid Submission process well in advance so that they can submit their E-Bid in time. The Bidders should submit their Bids considering the server time displayed in the E-tender portal. This server time is the time by which the Bid submission activity will be allowed till the permissible time on the last/end date of submission indicated in the E-tender schedule. Once the Bid submission date and time is over, the Bidders cannot submit their E-Bid. For delay in submission of E-Bids due to any reasons, the Bidders shall only be held responsible.

9. DEADLINE FOR SUBMISSION OF E-BIDS

- E-Bids must be submitted by the Bidders on E-tender portal <http://etender.up.nic.in>, not later than the date and time specified in this E-tender document.
- The Institute may extend this deadline for submission of E-Bids by amending the E-tender document, in which case all rights and obligations of the Institute and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.
- Institute shall not consider any request for date-extension for E-Bid-submission on account of late downloading of E-tender (RFP) by any prospective Bidder. E-Bids should be uploaded on E-tender portal <http://etender.up.nic.in> on or before **04:00 P.M. of 21/01/2018**.

10. LATE E-BIDS

The server time indicated in the Bid Management window on the E-tender portal <http://etender.up.nic.in> will be the time by which the E-Bids submission activity will be allowed till the permissible date and time scheduled in the E-tender. Once the E-Bids submission date and time is over, the Bidder cannot submit his/ her Bid. Bidder has to start the E-Bid Submission well in advance so that the submission process passes off smoothly. The Bidder only, will be held responsible if his/ her E-Bids are not submitted in time due to any reasons.

11. WITHDRAWAL AND RESUBMISSION OF E-BIDS

At any point of time, a Bidder can withdraw his/ her E-Bids submitted online before the E-Bids submission end date and time. For withdrawing, the Bidder should first log in using his/ her Login Id and Password and subsequently by his/ her Digital Signature Certificate on the e-procurement portal

<http://etender.up.nic.in>. Once the Bidder has withdrawn his /her Bid he/she cannot re-submit this Bid again.

The Bidder can submit his/ her revised E-Bids as and when required till the Bid submission end date and time. The E-Bids submitted earlier will be replaced by the new one. The payment made by the Bidder earlier will be used for revised E-Bids and the new Bid submission summary generated after the successful submission of the revised E-Bids will be considered for evaluation purposes.

The Bidders can submit their revised Bids as many times as possible by uploading their E-Bids documents within the scheduled date & time for submission of E-Bids.

No E-Bids can be resubmitted subsequently after the deadline for submission of E-Bids.

12. RECEIPT AND OPENING OF E-BIDS

Bidders are advised to submit their E-Bids in 'Two-Bid' system with Technical and Financial bids separately on E-tender portal.

Please note that prices should not be quoted in the Technical Bid. The Prices should be quoted in the Financial Bid only. On receipt on E-tender portal, the technical proposals will be opened first by the Committee members.

The Institute will open all E-Bids, in the presence of bidder's authorized representatives who choose to attend at **12:00Noon on 22/01/2018**. The bidder's representatives who are present shall sign a register evidencing their attendance. In the event of the specified date of E-Bid opening being declared a holiday for the Purchaser, the E-Bids shall be opened at the appointed time and place on the next working day. The bidder's names and the presence and other details as the Purchaser at its discretion may consider appropriate, will be announced at the opening. The name of such bidders not meeting the qualification requirement shall be notified subsequently.

After evaluation of technical E-Bids, the Institute shall notify those bidders whose E-Bids were considered non-responsive to the Conditions of the Contract and not meeting the Qualification Requirements indicating that they did not technically qualify. The Institute will simultaneously notify the bidders, whose technical E-Bids were considered acceptable and they have been short listed for opening of their financial E-Bids.

Note:- Bidder shall be required to use his own Digital Signature while uploading its Bid. In case of consortium, Prime Bidder shall be required to upload the bid using its Digital Signature. Failure to comply or usage of Digital Signature of other firm shall be liable for rejection of Bid.

TERMS AND CONDITIONS OF AGREEMENT

1. **DEFINITION OF TERMS:**

- 1.1 'Owner' shall mean the Super Speciality Paediatric Hospital & Post Graduate Teaching Institute, Noida and shall include his successors.
- 1.2 'Tenderer' shall mean the Contractor who quotes against this invitation of offer.
- 1.3 'Contractor' shall mean the successful tenderer whose tender has been accepted by the Owner and on whom a letter of intent or work order has been placed and shall include his heirs and legal representatives.
- 1.4 'Contract price' shall mean, the prices referred to in the Agreement to be executed between the Owner and the Contractor after acceptance of the tender.
- 1.5 "Notice in writing" or "Written Notice" shall mean a notice in written, typed or printed characters sent (unless delivered personally or otherwise proved to have been received) by registered post to the last known private or business address or registered office of the addressee and shall be deemed to have been received when in the ordinary course of post, it would have been delivered.
- 1.6 'Site' shall mean the actual place of the proposed ordered work or any other place where work is to be executed by the Contractor.
- 1.7 'Month' shall mean calendar month.
- 1.8 'Buildings' shall mean the existing buildings, and proposed buildings etc.
- 1.9 'Earnest Money Deposit' shall mean the sum paid along with the tender as tender security.
- 1.10 'Security' shall mean the amount deposited with the Owner for faithful and satisfactory performance of contract.
- 1.11 'Institute' shall mean the Super Speciality Paediatric Hospital & Post Graduate Teaching Institute, Sector- 30, Noida.
- 1.12 'Agreement' shall mean the Agreement to be entered into between the Owner and Contractor.
- 1.13 'Director' shall mean Director of the Institute.
- 1.14 'Engineer-in-charge' shall mean Electrical Engineer designated by the Institute for the purposes of execution of work for which Agreement will be entered into between Contractor and Institute.

2. **SCOPE OF WORK:**

Scope of work of Contractor covers the **Internal Electrification and Lightning Fixture** Work in CSSD of the institute. The volume of work may increase or decrease at the discretion of the institute.

3. **SECURITY MONEY:**

Successful tenderer shall furnish 10% of the contract amount as security money in the form of Fixed Deposit Receipt of any Nationalized Bank in favour of Director, SSPH&PGTI payable at Noida valid for a period of 06 months. The security money shall be released after 90 days of the expiry of the Agreement.

4. **BILLING/PAYMENT:**

75% payment shall be made against the submission of delivery challan after the supply of complete materials and verification of complete materials by the Engineer-In-Charge and the final payment shall be made after the receipt of bill, proper verification and measurement of the executed work by concerned staff of Institute.

5. **BILL OF QUANTITY:**

The "Bill of Quantity" covers the scope of addition/alteration works and shall be part of the Agreement. The quantities of any item of "Bill of Quantity" may increase or decrease. The Contractor shall have to execute all works as per the effective rates of any items included in the "Bill of Quantity" of the Agreement.

6. The tenderer shall give details of Annual Turnover of last two years (i.e. 2015-16 & 2016-17)

7. **GENERAL TERMS & CONDITIONS:**

- 7.1 The Contractor will arrange all tools and plants at his own expense for the commissioning/testing/execution of the work.
- 7.2 The Contractor shall post his own skilled and experienced representatives at the Institute to supervise the work and receive necessary instructions round the clock. It shall be responsibility of the Contractor to ensure that necessary repairs etc. are taken up immediately on the occurrence of a break down or as needed at any time as and when required. No separate instruction or information shall be given to the Contractor in case of a break down or in urgency.
- 7.3 The Contractor shall strictly observe the date fixed by the Engineer-in-charge for the commencement of work.

- 7.4 No interest shall be paid by the Owner on the earnest money deposited by the tenderers. The earnest money of the unsuccessful tenderer will be returned within 30 days after expiry of validity period of tender.
- 7.5 In case Additional/Alteration electrical works to be done during night, then to complete the work in time, if necessary the prior permission of authority authorized by Director SSPH&PGTI, Noida for this purpose shall be obtained. Night work shall not entitle the Contractor to any increase in rates. Also the rates shall not be increased to attend any complaint during odd-hours.
- 7.6 The Contractor shall insure to attend the works immediately.
- 7.7 The Contractor shall ensure to attend promptly any type of electrical work/complaint or as required during working hours or odd-hours. The Contractor shall ensure also the alternative arrangement till the permanent solution. The Institute shall pay no extra payment to the Contractor.
- 7.8 The Contractor will also ensure to have renewed the Contractor license timely during the contract period.
- 7.9 The Contractor shall procure and provide the whole of the electrical material required for the works and other relevant materials, tools and plants for the completion and maintenance works except the materials which will be issued by the Owner to the staff of the Institute as required and shall make his own arrangement for procuring such materials and for transport thereof. The Owner may give necessary recommendation to the competent authority if so desired by the Contractor but assumes no further responsibility of any nature. The Owner will insist on the procurement of materials which bear ISI stamps and/or which are supplied by reputed suppliers.
- 7.10 The Contractor shall ensure to store the materials for prompt action of maintenance/repair works and also arrange to make safe against damage by rain, dampness, fire, theft etc. He shall also employ necessary watch and ward establishment for his purpose.
- 7.11 The Contractor shall ensure that the supplied materials should be as specified by the Owner and the materials may be returned to the Contractor if not found in order at the time of supply or during the use/works.
- 7.12 The Contractor shall ensure to deploy the sufficient manpower as and when required or for the shift duties, during the strike etc. or as required at any time.
- 7.13 If it shall appear to the Engineer-in-charge that any work has not been executed perfect, sound or skilled workmanship or material/materials not found correct, the same shall be removed by the Contractor at his own cost & expenses and make the same in order. No charges/expenses shall be paid extra.
- 7.14 This contract is executed at Noida and shall be in the jurisdiction of court at Noida only.
- 7.15 The rates for (i) fixing and (ii) supply and replacement shall remain the same as quoted by tenderer in its Financial Bid. No extra charges shall be paid for replacement.
- 7.16 No extra charges shall be given for removing/repairing of the false-ceiling, if required during the execution of any type of work. No extra charges will be paid for maintenance staff of the contractor.
- 7.17 Successful Tenderer shall have no right to assign, transfer or sublet the Contract arising out of this Tender.
- 7.18 The successful Tenderer shall be responsible for all tools and equipment's required and the Institute shall not bear any charges pertaining to the arrangement of any such tools and equipments.
- 7.19 The Financial Bid will be decided by totaling the amount of all the items quoted by the tenderer.

8. CONTRACTOR TO OBTAIN HIS OWN INFORMATION:

- 8.1 The Contractor shall be deemed to have (i) examined the contract documents, (ii) generally obtained his own information relating to matters of whatsoever nature that might affect the carrying out the works to be awarded and (iii) sufficiency of rates to be quoted. Any error in description shall not release the Contractor from executing the work comprised in the Contract according to specification at tendered rates. He is deemed to know the scope, natures and magnitude of the works and the requirements of material, labour and the type of work involved etc. and as to what all he has to complete the works in accordance with the contract documents whatsoever be the defect, omissions or errors that may be found in the contract documents. The Contractor shall be deemed to have visited surrounding, to have satisfied himself to the nature of all existing structures if any and also as to the nature and the conditions of the railways, roads, bridges, and culverts, means of transport and communications, whether by land, water or air and as to possible interruptions thereto and the access to and egress from site, to have made enquires, examined and satisfied himself as to the sites, for obtaining all materials, the sites of disposal of surplus materials, the available accommodation etc. and such other information as may be necessary executing and completing the works, to have made local independently enquiries as to the sub-soil, subsoil water and variations thereof, storms, prevailing winds, climatic conditions and all other similar matters affecting these works,. He is deemed to have acquainted himself as to his liability for payment of Government taxes, customs duty and other charges.

- 8.2 Any neglect or failure on the part of the Contractor in obtaining necessary and reliable information upon the forgoing or any other matters affecting the contract shall not relieve him of any risks or liabilities or the entire responsibility from completion of the work at the tendered rates and time in strict accordance with the contract documents.
- 8.3 No verbal agreement or inference from conversation with any officer or employee of the Owner either before or after the execution of the Agreement shall in any way affect or modify any of the term of obligations herein contained.
9. **EXTENSION OF TIME:**
If the Contractor desires an extension of the time for completion of the work on the ground of his having been unavoidably hindered in its execution or on any other grounds, he shall apply in writing to the Engineer-in-charge within 24hours of the date of the hindrance on account of which he desire such extension as aforesaid, and the Engineer-in-charge shall, if in his opinion (which shall be final), reasonable grounds have been shown therefore, authorize such extension of time as may, in his opinion be necessary or proper.
10. **MEMBERS OF THE OWNER NOT INDIVIDUALLY LIABLE:**
No Director, or official or employee of the Owner shall in any way be personally bound or liable for the acts or obligations of the Owner under the contract or answerable for any default or omission in the observance or performance of any of the acts, matters or things which are herein contained.
11. **OWNER NOT BOUND BY PERSONAL REPRESENTATION'S:**
The Contractor shall not be entitled to any increase on the schedule/unscheduled rates or any other claim whatsoever by reason of any representation, explanation or statement or alleged representation, promise or guarantees given or alleged to have been given to him by any officer or employee of Owner.
12. **CONTRACTOR'S OFFICE AT SITE:**
The Contractor shall provide and maintain his office at the site and such office shall be opened round the clock to receive instructions and notices of the Owner. The Contractor shall also ensure the facility of mobile instrument to the supervisor and all working staff at his own cost for prompt-action during the odd-hours or incase of any break down/emergency works. For the same, no extra charges shall be paid to the Contractor.
13. **CONTRACTOR'S SUBORDINATE STAFF AND THEIR CONDUCT:**
- 13.1 The Contractor, on award of the work shall depute a qualified engineer having Diploma in electrical engineering and sufficient experience in carrying out the works of similar nature. The Contractorat his own cost shall also provide to the satisfaction of the Engineer-in-charge, sufficient and qualified staff to superintend the execution of the works, Engineering assistants, supervisor and leading hands including those specially qualified by previous experience to supervise the type of works comprised in the contract in such manner that the work of the best quality, is expeditiously and properly performed. In case additional staff is needed in the opinion of Engineer-in-charge, the Contractor shall employ properly qualified supervisory staff without additional charges on account thereof.
If and whenever any of the Contractor's assistants, supervisor or other employee shall in the opinion of Engineer-in-charge be guilty of any misconduct or be incompetent or insufficiently qualified or negligent in the performance of their duties or that in the opinion of the Owner or the Engineer-in-charge, that they shall be removed, it is obligatory on the part of Contractor that such person or persons be removed from the works and they shall not be employed again in connection with the works without the written permission of the Engineer-in-charge. Any person so removed from the works shall be immediately replaced at the expense of the Contractor by a qualified and competent substitute. If Contractor is requested to repatriate any person removed from the works, he shall do so and shall bear all cost in connection herewith.
- 13.2 The Contractor shall be responsible for the good conduct, proper behavior of all his staff, supervisor, workman and others, and shall exercise a proper degree of control over them and in particular and without prejudice to the said generality, the Contractor shall be bound to prohibit and prevent his employees from trespassing or acting in any way detrimental or prejudicial to the interest of the community or of the properties or occupiers of land and properties in the neighborhood and in the event of such employee so trespassing, the Contractor, shall be responsible therefore and indemnify the Owner of all consequent claims or actions for damages or injury or any other ground whatsoever. The decision of the Director, under this clause shall be final.
- 13.3 The Contractor, entering upon the Owners premise shall be properly identified by identity cards or passes of a type acceptable to the Owner which must be borne at all times on Owner's premises.
14. **THEFT AND SECURITY OF ELECTRICAL INVENTORY:**

After execution of the contract, it shall be assumed that the Contractor had inspected all the electrical installations of the areas/buildings under the scope of the contract and it shall be responsibility of the Contractor to secure and maintain all installations of the existing electricity distribution system of the areas covered under the contract. Any loss of the Institute due to theft of any item of the works executed by the Contractor or any part of the existing electrical installations under the scope of the contract shall be borne by the Contractor. After any such theft or loss, the Contractor shall repair and maintain the electrical installations on original position.

15. **CONTRACTOR'S RESPONSIBILITY WITH THE MECHANICAL, ELECTRICAL, AIRCONDITIONING, INTERCOMMUNICATION SYSTEM AND OTHER AGENCIES:**
- 15.1 Without repugnance to any other conditions, it shall be responsibility of the Contractor executing the work in the scope of "Bill of Quantity" the contract to work in close cooperation and co-ordinate the works with all engineering sections and other departments of the Institute or other agencies working in the Institute. It shall also be responsibility of the Contractor to avoid hindrance to the works being executed by other agencies.
- 15.2 It shall be the responsibility of the Contractor to get replaced all electrical items if any items of the electrical complaints/work executed by the Contractor is damaged during the defect-liability period of six months/under guarantee period/under warrantee period.
16. **OTHER AGENCIES AT SITE:**
The Contractor shall have to execute the work in such place and condition where other agencies will also be engaged for other works such as civil, telecommunication, Air-conditioning, mechanical work etc. No claim shall be entertained due to work being executed in the above circumstances.
17. **RIGHTS OF VARIOUS INTEREST:**
(i) The Contractor shall cooperate and afford other Contractors reasonable opportunity for access to the works, for the carriage and storage of materials and execution of their works.
(ii) Wherever the work being done by any department of the Owner or by other Contractor employed by the Owner is contingent upon work covered by the contract, the respective right of the Contractors shall be determined by the Engineer-in-charge to ensure the completion of the work in general harmony.
18. **EXECUTION OF WORK:**
- 18.1 All the works shall be executed in strict conformity with the provisions of the contract documents. In the event of the State, or Government bodies whose requirements are more stringent than those set forth in these specifications, such requirements shall be considered as part of the specifications and shall supersede these specifications where applicable, and instruction may be given by the Engineer-in-charge from time to time to the Contractor. The Contractor shall be responsible and ensure that the works are executed throughout in the most substantial, proper and workmanship in strict accordance with the specifications and to the entire satisfaction of the Engineer-in-charge.
- 18.2 On completion, all the work must be cleaned, rubbish removed and the works and land cleared, of rubbish, surplus materials, waste, debris and other accumulations and everything left in a clean and orderly conditions.
- 18.3 During the execution of any type of wiring/electrical works, the level of walls/surface should be leveled/finished/white washed or painted in the original shape.
- 18.4 Any type of electrical luminary shall be installed with complete accessories.
- 18.5 During the execution of work, the necessary bend, junction box shall be provided as per requirement of the site and the junction box shall be covered. No additional payment shall be made for such works.
- 18.6 During execution of work the road/floor shall be repaired in original shape.
- 18.7 The Contractor shall ensure and arrange all necessary tools and plants required for the execution of works and provide safety measures i.e. hand gloves, safety belts, rain coat/umbrella etc. to his staff deployed at the site. The first aid box and torches should also be kept at the site office/store of the Contractor. For the same, no additional charges shall be paid to the Contractor.
- 18.8 The Contractor shall ensure that all works are executed according the specifications of UPPWD.
- 18.9 In case of addition/alteration works the work, shall be awarded to the Contractor after the preparation of the estimate and its acceptance from Engineer(Elect.) according UP Financial Hand Book of the Government of Uttar Pradesh.
- 18.10 The Contractor shall get inspected all works by the Engineer-in-charge or his representative daily and the work will be done in a manner that there is minimum chance of fire.
19. **PROTECTION OF WORKS:**
If the work is postponed due to rain, strike, lock outs or any other cause, the Contractor shall take all precautions necessary for protection of works and make good at his own expense, any damage arising from any of these cause shall be borne by the Contractor.
20. **MATERIALS OBTAINED FROM DISMANTLING:**
During the execution of maintenance and additional/alteration works if the existing electrical items such as sub main, wiring, fixtures, etc. need dismantling, these electrical items shall be immediately dismantled by the Contractor and shall be deposited to the store of Engineer-in-charge and for the same, no extra charges shall be paid to the Contractor.

- 21 **ARTICLES OF VALUE FOUND:**
All gold, silver and other minerals of any description and all precious stones, coins, treasure, relics, antiquities and other similar things which shall be found in, under or upon the site shall be the property of the Owner. These shall be stacked and stored to the satisfaction of Engineer-in-charge with the person or persons as may be indicated by the Owner.
- 22 **DESCREPANCIES BETWEEN INSTRUCTIONS:**
Should any discrepancy occur between the various instructions furnished to the Contractor, his authorized representative or staff or any doubt arises as to the meaning of any such instructions or should there be any misunderstanding between Contractor's staff and Engineer-in-charge staff, the Contractor shall refer the matter immediately in writing to the Engineer-in-charge whose decision thereon shall be final and conclusive and no claim for losses alleged to have been caused by such discrepancies arising out of instruction, doubts, or misunderstanding shall in any event be admissible.
- 23 **ALTERATIONS IN SPECIFICATION AND DESIGNS AND EXTRA WORKS:**
The Engineer-in-charge shall have power to make any alterations in, commission form, addition to or substitutes for the original specifications, drawings, designs and instructions that may appear to him to be necessary or advisable during the progress of the work, and the Contractor shall be bound to carry out the work in accordance with any instructions which may be given to him in writing signed by the Engineer-in-charge and such alterations, omission, additions or substitution shall not invalidate the contract and any altered, additional or substituted work which the Contractor may be directed to do in the manner above specified as part of the work shall be carried out by the Contractor on the same conditions in all respects on which he agreed to do the main work.
- 24 **ACTION WHERE NO SPECIFICATION IS ISSUED:**
In case of any class of work for which there is no such specification supplied by the Owner as is mentioned in the tender documents such work shall be carried out in accordance with UPPWD specifications and if UPPWD Specifications do not cover the same then in accordance with Indian Standard Specifications and if the Indian Standard Specification do not cover the same, the work should be carried out as per Standard Engineering Practice subject to the approval of the Engineer-in-charge.
- 25 **INSPECTION OF WORK:**
- 25.1 The Owner and his representative will have full power and authority to inspect the works at any time wherever in progress either on the site or at the Contractor premises/workshops wherever situated, or the place where work in connection with the contract may be in hand or wherefrom materials are being or are to be supplied, and the Contractor shall afford or procure for Engineer-in-charge every facility and assistance to carry out such inspection. The Contractor shall at all times during the usual working hours and at all other times at which reasonable notice of the intention of the Engineer-in-charge or his representative to visit the works shall have been given to the Contractor or his authorized representative, the Contractor either himself be present for the purpose, or order his authorized representative be present at the time of inspection and facilitate the inspection of work. The Contractor shall not give less than three days' notice in writing to the Engineer-in-charge before covering up or otherwise placing beyond reach of inspection and measurement. In the event of breach of above the same shall be uncovered at Contractor's expense for carrying out for such measurement or inspection.
- 25.2 No material shall be dispatched from the Contractor store without obtaining written approval of the Engineer-in-charge. During maintenance period, the Contractor has to provide at all times proper ladders, gangways, electricians and helpers etc.
- 25.3 The Contractor shall make available all necessary instruments and assistance to the Engineer-in-charge free of cost for checking or inspection of works executed by the Contractor.
- 26 **TEST'S FOR QUALITY OF WORKS:**
All workmanship shall be of the respective kinds described in the contract documents and in accordance with the instructions of the Engineer-in-charge and shall be subjected from time to time to such list at Contractor's cost as the Engineer-in-charge may direct at the place of manufacturer or fabrication or on the site or at all or any such place. The Contractor shall provide assistance, labor and materials as are normally required for examining, measuring and testing any workmanship as may be selected and required by the Engineer-in-charge.
- 27 **SAMPLES:**
The Contractor shall furnish to the Engineer-in-charge for approval when requested or if required by the specification, adequate samples of all materials and finishes to be used in the work. Such samples shall be submitted before the work commenced.
- 28 **CARE OF WORKS:**
From the commencement to completion of the work, the Contractor shall take full responsibility for all works including temporary works and in case any damages, loss or injury shall happen to the works/workers or to any part thereof or to any temporary work from any cause whatsoever, shall at his

own cost repair and make good the same so that on completion the work shall be in good order and in conformity in every respects with the requirement to the contract and the engineer-in-charge instructions.

29 **PENALTY:**

In case the Contractor fails in fulfilling the obligations fully and in time, the Institute shall have the right to take up the work of the Contractor at the cost and risk of Contractor and recover any or all such expenses from the amount due to the Contractor or levy penalty @1% per week of the cost of work order for the period of work remains incomplete subject to the maximum 10% of the amount of the work order contract amount.

30 **CANCELLATION OF WORK ORDER:**

The Institute reserves the right to cancel the work order or any part thereof by a written notice to the tenderer if the tenderer fails to comply with the terms of the Agreement including specifications and other technical requirements or the tenderer fails to furnish the work in time. After cancellation, the Institute may order the work to other firm on rates, terms & conditions as the Institute think fit for proper functioning of the Institute.

31. **TERMINATION OF CONTRACT:**

31.1 If in the opinion of Engineer-in-charge, the Contractor: -

- (i) fails to carry on the works in conformity with the contract documents, or
- (ii) fails to carry on the works in accordance with the contract time schedule, or
- (iii) substantially suspends works for a period of two days without authority from the Engineer-in-charge
- (iv) fails to carry on and execute the works to the satisfaction of Engineer-in-charge or
- (v) fails to supply sufficient or suitable labour, material or things, or
- (vi) commits or permits any other breach of any of the provisions of the contract on his part to be performed or observed or persists in any of the above mentioned breaches of the contract for seven days, after notice regarding such breach to be remedied, or
- (vii) abandons the works, or
- (viii) fails to commence the works in the manner described in the Agreement. The Owner shall have right to cancel the Agreement after giving 7 (Seven) days' notice to the Contractor.
- (ix) fails to submit the timely renewal of 'A' class approved license from electrical inspector.
- (x) is unable to secure the electrical installations or any of Contractor's staff or his relative is found and proved to be evolved in the theft of electrical installations of the Institute.
the Owner shall have right to cancel the Agreement after giving 07 (seven) days notice to the Contractor.

31.2 Without prejudice to any of the rights or remedies under the contract, if the Contractor dies, the Owner shall have the option of terminating the contract without compensation to the Contractor.

32 **DEFECT LIABILITY:**

The contractor shall be required to born 06 (six) month defect liability period or duration as per market warranty, whichever is more, on work carried out by the contractor as ordered to contractor by Engineer-in-charge, time to time for each and every works related. No additional/extra payment shall be made to contractor by the Institute for works lies in defect liability period. In case of any discrepancy, the decision of the Institute will be final.

33 **ARBITRATION:**

All dispute or differences whatsoever which shall at any time arise between the parties hereto, touching or concerning the works or the execution or the maintenance thereof or the Agreement or the clauses herein contained, meaning operation or effect thereof or to the rights or liabilities of the parties or arising out of or in relation, whether during or after completion of the contract or whether before or after determination, foreclosure or breach of the contract, shall within three months of the date of written notice by either party to the contract to the other, be referred for adjudication to a sole Arbitrator who shall not be below the rank of Additional Director of the Institute to be appointed by the owner.

- (i) If the Arbitrator so appointed is unable or unwilling to act or resigns his appointment or vacates his office due to any reason whatsoever, another sole Arbitrator shall be appointed as aforesaid. The work under the contract shall continue and no payment due or payable to the Contractor shall be withheld on account of such proceedings.
- (ii) The Arbitrator shall be deemed to have entered on the reference on the date he issues a notice to both the parties, fixing the date of the first hearing.
- (iii) The Arbitrator may from time to time, with the consent of the parties, enlarge the time for making and publishing award.
- (iv) The Arbitrator shall give a separate award in respect of each dispute or difference referred to him. The venue of Arbitration shall be Institute's premises in Noida.

- (v) The fees, if any, of the Arbitrator, shall, if required to be paid before the award is made and published, be paid half and half by each of the parties, the cost of the reference and of the award including the fees, if any of the Arbitrator shall be in the discretion of the Arbitrator who may direct to and by whom and in what manner, such cost or any part thereof shall be paid and may fix or settle the amount of cost to be so paid.
 - (vi) The award of the Arbitrator shall be final and binding on both the parties.
 - (vii) The Arbitration proceeding shall be governed by the Arbitration and conciliation Act, 1996, as amended from time to time.
 - (viii) It is a condition of the contract and hereby agreed by the Contractor that he shall have no objection in case the Arbitrator appointed by the Owner is a Government servant or he has in the past dealt with this contract in any manner.
- 34 The Financial Bid shall inclusive of two components .i.e. Part- A- Manpower and Part- B- Bill of Quantity and the L-1 will be decided by totaling the amount quoted by the tenderer in both the parts.

ACCEPTANCE

I son of resident
of who is etcetera of M/s
.....
..... have read and understood the contents of the foregoing paragraphs with sound mind and without any pressure from any quarter. If any documents or information furnished with tender is found forged or fabricated at any time, the Institute has full right to forfeit my/our EMD or security deposit, as the case may be.

**Signature of Tenderer
With seal and address**

TECHNICAL BID – PART(A)

Sl. No.	PARTICULARS	DETAILS
1.	Name of the Tenderer (In Block letters)	
2.	Name of Proprietor /partner/Director (In block letters)	
3.	(i) Permanent address with telephone/ Mobile numbers and police station.	
	(ii) Permanent Postal Address with Telephone/ Mobile Number and police station.	
4	(i) Income Tax Clearance Certificate/PAN Number	Yes / No.
	(ii) GST registration no.	Yes / No.
	(Note : Self attested copies of above said certificate must be enclosed)	
5	A- For online refund of EMD, following details be provided by the bidders: (a) Tender number- (b) Name of Tender- (c) Amount of EMD- (d) Name of Bank and Branch- (e) IFSC Code- (f) Name of account- (g) Account number in which EMD amount is to be credited-	
	B- Copy of Tender Fee Receipt & EMD Receipt enclosed.	Yes/ No
6	Affidavit duly certified by notary that neither Police case/Vigilance enquiry/court case is pending against the Tenderer nor its proprietor or partners or director nor they have been punished by any court and never blacklisted by any organization.	Yes / No.
7	Copy of license from Electrical Inspector	Yes / No.
8.	Experience of last two years (i.e. financial year 2015-16 and 2016-17) Attested copy of experience Certificate must be attached	Yes / No.
9.	Annual turnover for last two years (Balance Sheet)	
10.	Any other information which is required in this tender	
11.	If any relative of the tenderer is the employee of SSPH&PGTI, please describe his name, designation and the department where he is working.	Yes / No.

Note: The tenderer must have to furnish all original documents at the time of opening of the tenders. In case if any information of the tenderer found wrong, the tender of the tenderers shall be rejected even after its execution and Agreement, if any, shall be cancelled.

Declaration :- I Son of hereby declare that the contents and annexure enclosed are true to the best of my knowledge and belief and no material fact/enclosures have been fabricated or concealed by me.

[Signature of Tenderer (s)]

With seal

Place :

Date :

Approved Make List		
Sr. No.	Item	Approved Make
1	Copper Wire	Polycab/Havells/L&T
2	Cable	Polycab/Havells/Nicco
3	Distribution Board	Legrand/Schneider/Havells
4	Modular Switch , Sockets	Legrand/Schneider/Havells
5	MCCB	L&T/Schneider/ABB
6	MCCB for Distribution Board	Legrand/Schneider/Havells
7	MCB	Legrand/Schneider/Havells
8	Industrial Type Socket	Neptune/Havells/C&S
9	Electrical Panel/Enclouser	CPRI Tested Manufacturer
10	Light Fixture	Havells/Wipro/Crompton
11	Gland	Comet/Hex/GIE
12	Straight Through Joint	Raychem/safeseal/cabseal

- Bidders are advised to visit the site before submitting their bids. Contact Person will be the Medical Superintendent.

**SIGNATURE OF THE TENDERER
WITH SEAL AND ADDRESS**

CERTIFICATE

1. I, _____ **Son / Daughter / Wife of Shri**
_____ Partner/Proprietor / Director/authorized signatory of the
Agency/Firm, mentioned above, is competent to sign this declaration and execute this tender
document.
2. I have carefully read and understood all the terms and conditions of the tender and undertake
to abide by them;
3. The information / documents furnished along with the above application are true and
authentic to the best of my knowledge and belief. I / we, am / are well aware of the fact that
furnishing of any false information / fabricated document would lead to rejection of my tender at
any stage besides liabilities towards prosecution under appropriate law.
4. I, do hereby declare that the our firm has neither been blacklisted/no criminal case pending
against him (attach an affidavit duly notarized on Stamp Paper Worth of Rs. 100/-) stating that no
criminal/Black listing case is pending against the firm) by any of the Govt.
Institute/Ministries/Departments/PSUs with which the firm had contracted for supply of Fire
Fighting Materials Equipment etc. during the last five years nor has been penalized by such
Offices/organizations for supply of poor/spurious Fire Fighting Materials Equipment etc.

**(Signature of authorized
person)**

Date: _____ Full Name: _____

Place: _____ Seal: _____



**SUPER SPECIALITY PAEDIATRIC HOSPITAL &
POST GRADUATE TEACHING INSTITUTE
Sector- 30 Noida- 201303**

AFFIDAVIT

(On Non-Judicial Stamp paper of Rs. 100)

I, _____ Son / Daughter / Wife of Shri _____
resident of _____ Partner/Proprietor/Director authorized signatory of the
agency/Firm (M/s _____), do hereby solemnly affirm and declare as follows:

1. I am authorised signatory of the agency/firm and is competent to sign this affidavit and execute this quotation document;
2. I have carefully read and understood entire quotation document including all the terms and conditions of the quotation and undertake to abide by them;
3. The information / documents furnished along with the above application are true and authentic to the best of my knowledge and belief. I / we, am / are well aware of the fact that furnishing of any false information / fabricated document would lead to rejection of my quotation at any stage besides liabilities towards prosecution under appropriate law.
4. I/We further undertake that no case/enquiry/investigation is pending with the police/court/vigilance or any government body against the Proprietor/Partner/Director etc. as individual or against legal entity of the Company /Firm/Agency.
5. I/We further undertake that none of the Proprietor/Partners/Directors of the Agency/agency was or is Proprietor or Partner or Director of the Agency with whom the Government have banned /suspended/blacklisted business dealings. I/We further undertake to report to the Director Cell, SSPH&PGTI, Noida immediately after we are informed but in any case not later 15 days, if any Agency in which Proprietor/Partners/Directors are Proprietor or Partner or Director of such an Agency which is banned/suspended in future during the currency of the Contract with you.
6. I/We further undertake that our firm/company is fulfilling all the terms and conditions/eligibility criteria obvious/explicit or implied/implicit recorded anywhere in the quotation document. If at any time including the currency of the Contract, any discrepancy is found relating to our eligibility or the process of award of the contract criteria, this may lead to termination of contract and/or any other action deemed fit by the Institute.

(Signature of the Bidder)

Date:

Place:

Seal of the Agency



**SUPER SPECIALITY PAEDIATRIC HOSPITAL &
POST GRADUATE TEACHING INSTITUTE
Sector- 30 Noida- 201303**

Name:

Designation

Address:

I/We do hereby solemnly declare and affirm that the above declaration is true and correct to the best of my knowledge and belief. No part of it is false and nothing has been concealed therein.

Deponent