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[Email: purchase@thsti.res.in](mailto:purchase@thsti.res.in)

Notice Inviting Tender

For

Collaborating with an accredited laboratory

“For carrying out biochemical analysis as part of a multi-country collaboration using harmonized protocols”

F. No. THSTI/Lab-Test/2024

Date: 20/ 09/2024

Tender document can be downloaded from following websites:

www.thsti.res.in

www.eprocure.gov.in

Address To:

The Executive Director

Translational Health Science and Technology Institute

NCR Biotech Science Cluster

3rd Milestone, Faridabad–Gurgaon Expressway

Faridabad - 121001

Disclaimer

1. Though adequate care has been taken while preparing the Notice Inviting Tender, the Bidders shall satisfy themselves that the document is complete in all respects. Intimation of any discrepancy shall be given to this office immediately. If no intimation is received from any Bidder within seven (07) days from the date of notification of Notice/ Issue of the Notice, it shall be considered that the Notice is complete in all respects.
2. THSTI, Faridabad reserves the right to modify, amend or supplement this Notice.
3. While this Notice has been prepared in good faith, neither THSTI nor their employees or advisors make any representation or warranty, express or implied, or accept any responsibility or liability, whatsoever, in respect of any statements or omissions herein, or the accuracy, completeness or reliability of information, and shall incur no liability under any law, statute, rules and regulations as to the accuracy, reliability or completeness of this Notice, even if any loss or damage is caused by any act or omission on their part.

Place: Faridabad

Date: 20.09.2024

Index

Sl. No.	Contents	Page No.
1.	Bid Information Sheet	4
2.	Introduction	5
3.	Definition	6
4.	Technical Specification / Scope of Work	8
5.	Bid Information	10
	Bid format	
	Validity of bids	
	Instructions to bidders	
	Method of submission	
	Performance Guarantee	
	Evaluation	
6.	Special Conditions of Contract (SCC)	15
7.	General Conditions of Contract (GCC)	20
8.	Information about Online Bid Submission	37

1. Bid Information Sheet

The time schedules for various tender related events are follows:

Document Description	Tender document for “Engagement of Testing Laboratory for carrying out Laboratory Tests-
Notice Inviting Bid No. & Date	Ref. No. THSTI/Lab-Test/2024 Date: 20.09.2024
Bid Submission Start Date	20.09.2024 – 15.00 PM
Pre-bid Meeting Date & Time	27.09.2024 – 11.00 AM
Last date & Time of Submission of Bid	11.10.2024 – 15.00 PM
Tender Inviting Authority	The Executive Director, THSTI
Number of Covers	Two
Estimated Value of works	Rupees 4.95 Cr (approx.)
EMD (Earnest Money Deposit)	₹ 10,00,000/- (2% of estimated bid value)
Performance Security	5% of awarded bid value
Validity of Bid	180 days (One Eighty days) from the date of opening of bid
Important Note: Prospective Bidders are requested to remain updated for any notices/amendments/clarifications etc. to the Notice Inviting Bid through the websites www.eprocure.gov.in and www.thsti.res.in . No separate notification will be issued for such notices/amendments/clarifications etc. in print media or individually.	
Tender Fee of INR 1000/-+ 18% GST (Non-refundable) is payable by using online payment portal (http://thsti.res.in/notification-tender.php). The approved modes of payments are Net Banking, Debit Card, Credit Card and UPI	

Note: -

- (i) Bids submitted with incomplete information or information not in conformity with the Bid Documents will summarily be rejected. While submitting the Bids, the Bidders must exercise utmost care to fill up the bid in all respect as per the specified terms and conditions.
- (ii) The bidders are requested to read the tender document carefully and ensure compliance with all specifications/instructions herein. Non-compliance with specifications/instructions in this document may disqualify the bidders from the tender exercise.
- (iii) In case, the last date of receipt of tenders and / or the day of opening of tender is declared as a Public Holiday or there is non- functioning of the Institute due to any unavoidable reason, the next working day will be treated as a day for the purpose at same time. No separate intimation will be given.

ADMINISTRATIVE OFFICER
(Store & Purchase Section)

2. Introduction

Translational Health Science and Technology Institute (THSTI), Faridabad is an Institute of the Biotechnology Research and Innovation Council, Department of Biotechnology, Ministry of Science & Technology, Govt. of India. The institute is an integral part of the interdisciplinary NCR Biotech Science Cluster located at Faridabad, and is designed as a dynamic, interactive organization with the mission to conduct innovative translational research and to develop research collaborations across disciplines and professions to translate concepts into products to improve human health.

2.1 Brief summary

As part of a multi-country collaboration we are carrying out nutritional and biochemical analysis in samples from pregnant women, for this we need to harmonize and completely align our protocols with those being carried out at the other site, so that the data can be integrated with the other cohorts.

The ICDDR B (International Centre for Diarrhoeal Disease Research, Bangladesh) is the central laboratory where all the micronutrient analysis will be carried out. The faculty at ICDDR B has shared the details on the platforms, kits and protocols which they will be using for this analysis and the same processes have to be used by the laboratory here.

- The sample size for the study will be ~5000. The numbers can increase or decrease based on the decision of the consortium.
- The finalized list of analytes can also change if the consortium decides to do so.

3. Definition

- “THSTI” shall mean Translational Health Science and Technology Institute (An Autonomous Body under Dept. of Biotechnology, GoI)
- “Notice Inviting Tender” means all Volumes and its Annexures and any other documents provided along with this Notice or issued during the course of the selection of bidder, seeking a set of solution(s), service(s), materials and/or any combination of them.
- “Contract/Agreement/Contract Agreement/Master Service Agreement” means’ The agreement to be signed between the successful bidder and THSTI, including all attachments, appendices, all documents incorporated by reference there to together with any subsequent modifications, the Notice, the bid offer, the acceptance and all related correspondences, clarifications, presentations.
- “Bidder” means any accredited laboratory registered in India or having registered office in India submitting response, offering the solution(s), service(s) and/or materials as required in the Notice. The word Bidder when used in the pre-award period shall be synonymous with parties bidding against this Notice, and when used after award of the Contract shall mean the successful party (System Integrator (SI)) with whom the agreement is signed for rendering of services for implementation of this project.
- “Proposal/Bid” means the Pre-Qualification, Technical and Commercial bids submitted for this project against this Notice.
- “Authorized Signatory” shall indicate the authorized person/signatory who can discuss and correspond with the THSTI, with regard to the obligations under the contract.
- “Bid Deadline” shall mean the last date and time for submission of Bid in response to this Notice as specified in information Sheet therein including all amendments there to;
- “Chartered Accountant” shall mean a person practicing in India or a firm where all the partners practicing in India as a Chartered Accountant(s) within the meaning of the Chartered Accountants Act, 1949;
- “Company” shall mean a body corporate incorporated in India under the Companies Act, 1956 or the Companies Act, 2013, as applicable;
- “Contract” shall mean the Contract signed by the Parties and all the attached documents listed in the Notice, also including all amendments/clarifications thereof;
- “Selected Bidder or Successful Bidder” shall mean the eligible Bidder who has been selected based on this tender Document issued by THSTI;
- “Services” shall mean requirements defined in this Notice including all necessary and additional services associated thereto to be delivered by the bidder related to the Scope of Work.
- “TEC” means Technical Evaluation Committee;
- “SP” means Service Provider
- “Corrupt practice” means: (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the selection process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the THSTI who is or has been associated in any manner, directly or indirectly with the selection process or the Letter of Intent or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the THSTI, shall be deemed to constitute influencing the actions of a person connected with the selection process); or (ii) save as provided herein, engaging in any manner whatsoever, whether during

the selection process or after the issue of the Letter of Agreement (LOA) or after the execution of the agreement, as the case maybe, any person in respect of any matter relating to the project or the LOA or the agreement, who at any time has been or is a legal, financial or technical consultant/adviser of the THSTI in relation to any matter concerning the project;

- “Fraudulent practice” means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the selection process;
- “Coercive” means property to influence any person’s participation or action in the selection process;
- “Practice” means impairing or harming or threatening to impair or harm, directly or indirectly, any persons
- “Undesirable practice” means: (i) establishing contact with any person connected with or employed or engaged by THSTI with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the selection process; or (ii) having a conflict of interest; and
- “Restrictive practice” means forming a cartel or arriving at any understanding or arrangement among bidders with the objective of restricting or manipulating a full and fair competition in the selection process.

4. Technical Specification (Scope of work)

As part of a multi-country collaboration we are carrying out nutritional and biochemical analysis in samples from pregnant women, for this we need to harmonize and completely align our protocols with those being carried out at the other site, so that the data can be integrated with the other cohorts.

The ICDDR B (International Centre for Diarrhoeal Disease Research, Bangladesh) is the central laboratory where all the micronutrient analysis will be carried out. The faculty at ICDDR B has shared the details on the platforms, kits and protocols which they will be using for this analysis and the same processes have to be used by the laboratory here.

- The sample size for the study will be ~5000. The numbers can increase or decrease based on the decision of the consortium.
- The finalized list of analytes can also change if the consortium decides to do so.

Listed below are the specification which the laboratory needs to fulfill:

Essential:

1. NABL accredited since at least 05 years.
2. Revenue of more than 05 crores per year for past 3 financial years.
3. There should be no outstanding legal cases.
4. Should not have been blacklisted
5. All assays to be performed in-house at a central laboratory within the NCR area, which the principal investigators can visit to check the facility.
6. Should have collaborated with academic institutions in India (provide proof).
7. Should have done studies on micronutrient analysis in the past 3 years, with at least one of which is upto Rs 3 crore value.
8. Should have an in-house biorepository with -80 deg C freezers with continuous temperature monitoring to ensure specimen integrity once they are sent to the laboratory.
9. The laboratory should have adequate power/electricity backup.
10. Require a designated person from the accredited laboratory to engage scientifically with the staff at ICDDR B to understand and harmonize the protocols for analysis on the compatible bioanalyzers. If required the person will have to visit ICDDR B at their expense.
11. The tests have to be performed using compatible platforms and kits only, which are mentioned below. (Please mark ability to carry out each assay on the required platform with the specified EQAS)
12. All the measurements on the serum samples should be carried out in ≤ 800 ul serum sample.
13. The transport of samples should be done under proper conditions to maintain the correct temperature and humidity conditions with temperature logger/ tracker.
14. All the analytes mentioned in List 1 are essential.
15. Will have to complete the analysis in 6 months' time from the date of sending the first batch of samples to the laboratory.

Desirable:

1. Prior experience in carrying out globally harmonized studies (provide proof) (this is the need of the international committee).

Optional:

1. Iodine to be measured in Urine using specifically the platform mentioned below.

Nutrients	Method/Traceability	Kit name (USED BY CENTRAL LAB)	PLATFORM BEING USED BY CENTRAL LAB
Iodine	Microplate digestion with Sandell–Kolthoff reaction, traceable to NIST SRM	Microplate Spectrophotometer, EPOCH-2, BioTek® Instruments, Inc	CDC EQUIP

Quality Control parameters which need to be fulfilled, failing which a penalty as deemed fit by the institute will be applied:

- For Vitamin D, Vitamin B12, Folate, Ferritin and Homocystein the %CV should be $\leq 12\%$. For PAPP-A, TSH, HDL, LDL, Triglycerides, CRP, sTransferrin receptor the %CV should be $< 10\%$.
- Loss of sample will incur a penalty on a per sample basis.

S.no	Nutrients	Method/Traceability	Kit name (USED BY CENTRAL LAB)	PLATFORM BEING USED BY CENTRAL LAB	Available EQAS program	Sample	KIT TO BE USED BY THE LAB	COMPATIBLE PLATFORM TO BE USED BY THE LAB	EQAS PROGRAM USED BY THE LAB
1	Vitamin D	Electrochemiluminescence immunoassay (ECLIA), traceable to the ID-LC-MS/MS and NIST SRM 2972	Elecsys Vitamin D total II, Catalog no.07464215 190	Cobas e601, Roche Diagnostics	CDC VitalEQA	SERUM			
2	Vitamin B12	ECLIA, showed good agreement with Vitamin B12 WHO International Standard 03/178	Elecsys Vitamin B12 II, Catalog no. 07212771 190		CDC VitalEQA, CAP K panel				
3	Folate	ECLIA, standardized against the WHO International Standard NIBSC code: 03/178	Elecsys Folate III, Catalog no.07559992190		CAP K panel				
4	Ferritin	ECLIA, standardized against the 1st International Standard (IS) NIBSC 80/602	Elecsys Ferritin, Catalog no.3737551190		CDC VitalEQA , CAP K panel				
5	sFLT	ECLIA	Elecsys sFit-1, Catalog no.05109523190						
6	PLGF	ECLIA	Elecsys PlGF, Catalog no. 05144671190						
7	PAPP-A	ECLIA, standardized against the WHO standard preparation IRP 78/610.	Elecsys PAPP-A, Catalog no. 04854098200						
8	TSH	ECLIA, standardized against the 2nd IRP WHO Reference Standard 80/558.	Elecsys TSH, Catalog no. 11731459122		CAP K panel				
9	tHcy	Enzymatic Assay, standardized against NIST SRM 1955 reference material.	HCYS, Catalog no. 05385415190	Cobas c311, Roche Diagnostics					
10	HDL	enzymatic colorimetric method, standardized against the designated CDC reference method	HDLC4 (HDL-Cholesterol Gen.4), Catalog no. 07528566190						
11	LDL	enzymatic colorimetric method, standardized against the beta quantification method as defined in the recommendations in the LDL Cholesterol Method Certification Protocol for Manufacturers.	LDLC3 (LDL-Cholesterol Gen.3), Catalog no.07005717190						
12	TG	enzymatic colorimetric method, standardized against the ID/MS method.	TRIGL (Triglycerides), Catalog no. 20767107322						
13	α 1-acid glycoprotein (AGP)	Immunoturbidimetric assay	Tina-quant α 1-Acid Glycoprotein Gen.2 (AAGP2), Catalog no. 03333795190						
14	C-Reactive Protein (CRP)	Immunoturbidimetric assay, standardized against CRM 470	Tina-quant C-Reactive Protein IV (CRPL4), Catalog no. 07876033190		CDC VitalEQA				
15	STFR	Immunoturbidimetric assay	Tina-quant Soluble Transferrin Receptor II (STFR2), Catalog no.05385415190		CDC VitalEQA				

5. Bid Information and Instructions to Bidders

5.1 Clarification Pre-bid Meeting:

A pre-bid Meeting will be conducted on 27.09.2024 at 11.00 AM. The Meeting be conducted in Meeting Room, Lower Ground Floor, THSTI, Faridabad

The bidders should ensure that their queries regarding the tender reach THSTI **on or before 27.09.2024 – 10.00 AM**. Bidders may also email their queries to purchase@thsti.res.in

5.1.1. Responses to Queries and Issue of Corrigendum

- i. THSTI will endeavor to provide timely response to all queries. However, THSTI makes no representation or warranty as to the completeness or accuracy of any response made in good faith.
- ii. At any time prior to the last date for receipt of bids, THSTI may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the tender Document by a corrigendum.
- iii. The Corrigendum (if any) & clarifications to the queries from all bidders will be posted on www.eprocure.gov.in and www.thsti.res.in
- iv. Any such corrigendum shall be deemed to be incorporated into this tender.
- v. In order to afford prospective Bidders reasonable time in which to take the corrigendum into account in preparing their bids, THSTI may, at its discretion, extend the last date for the receipt of Bids

5.2 BID format

The entire bid proposal shall be strictly as per the format specified in this Invitation for bids and any deviation may result in the rejection of the bid proposal. The scanned copies of the documents or pdf versions only need to be uploaded on the CPP portal.

The scanned versions of the documents or pdf versions of the following documents need to be uploaded on CPP portal.

- i. Format of Covering Letter (Format 1)
- ii. Format for Performance Bank Guarantee (Format 2)
- iii. Eligibility Criteria (Format 3)
- iv. Format for Technical Bid (Format 4)
- v. Format for Covering Letter for Financial Bid (Format 5)
- vi. Format for Price Bid (Format 6)
- vii. Format for Draft Contract Agreement (Format 7)
- viii. Annual Turnover (Format 8)
- ix. Format for Statutory Auditor's Certificate for Furnishing Net worth Details (Format 9)
- x. Manufacturers'/Producers/Parent companies Authorization Form, if applicable (Format 10)
- xi. Declaration that the company has not been blacklisted in last three years (Format 11)

5.3 The bid document should outline:

- Brief company profile, services offered, accreditation, participation in EQAS etc.
- A detailed proposed project management plan for undertaking the work/implementation of services as detailed in the Scope of Work.
- All those Testing laboratories with proven track record in providing diagnostic laboratory services. Testing laboratories are encouraged to mention the study details such type of studies, sampler size, indication etc.

5.4 Validity of Bids

The validity of the bids shall be 180 days from the date of opening of bids.

5.5 Bidding Process:

- The bidders should submit their proposal online with the documents in support of the EMD, general format, scope, and comprehensive details. The bidders satisfying the technical requirements of the Testing Laboratory as asked by THSTI and accepting the terms and conditions of this document shall be short-listed and may be called for a presentation.
- The shortlisted bidders will be security vetted. Bidders who fail to clear the security vetting will be disqualified from further selection.
- THSTI reserves the right to change above bidding process.

5.6 Instructions to Bidders

- i. As this tender document shall be following the e-tendering process, the bidders may download the tender document from www.eprocure.gov.in . No physical copy of the bid document would be made available.
- ii. Bidders are advised to study all instructions, forms, terms, requirements and other information in the tender document carefully. Submission of the bid shall be deemed to have been done after careful study and examination of the tender document with full understanding of its implications.
- iii. The response to this tender should be full and complete in all respects. Failure to furnish all information required by the tender document or submission of a proposal not substantially responsive to the tender document in every respect will be at the Bidder's risk and may result in rejection of its tender Proposal.
- iv. The bidder is responsible for all costs incurred in connection with the participation in this process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/presentations, and preparation of bid along with providing any additional information required by THSTI to facilitate the evaluation process.
- v. THSTI will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- vi. This tender does not commit THSTI to award a contract or to engage in negotiations. Further, no reimbursable cost may be incurred in anticipation of award or for preparing this bid.
- vii. All materials submitted by the bidder will become the property of THSTI and may be returned

completely at its sole discretion.

- viii. THSTI may terminate the tender process at any time and without assigning any reason. THSTI makes no commitments, express or implied that this process will result in a business transaction with anyone.
- ix. The cost of bidding and submission of bid documents is entirely the responsibility of bidders, regardless of the conduct or outcome of the process.
- x. **Language of bids:** The bid and supporting documents shall be submitted in English.
- xi. **Format and signing of bid:** Each page of the bid document should be numbered as 'page n of total x pages'. Each page of the bid document must be signed and duly stamped by an authorized person of the bidding firm. Each bid will be submitted in the legal name of the bidder.
- xii. **Last Date and Time for acceptance of Bids:** Duly completed bids along with all supporting documents should be submitted online through CPP Portal by latest by 10.10.2024 till 15:00hrs. Incomplete bids shall summarily be rejected.
- xiii. **Signing of Agreement:** The successful bidder shall be required to enter into a Service and Confidentiality Agreement with THSTI.
- xiv. **Response to the Notice:** The bidder must submit the following documents with the bid in response to the Notice Inviting Bid:
- Point wise compliance of each clause enumerated in the Notice.
 - Eligibility Criteria checklist and related documents
 - Technical Bid.
 - Financial Bid (in excel format to be uploaded in the CPP Portal).
 - Signed Copy of the Notice.
 - Bids without supporting documents will not be entertained.

Any Bid incomplete or not submitted in the given format or not duly paginated and signed by the authorized signatory of the Bidder shall be summarily rejected. Any deviation with the tender document should be clearly stated with the reasons thereof, as per Technical deviation format given.

5.7 Bid Security /Earnest Money Deposit (EMD)

Bidders should submit EMD of ₹ 10,00,000/- (Rupees Ten Lakhs only) in the form of DD/FDR in the name of Executive Director, THSTI , Payable at Faridabad. Central/State Government Organizations and PSUs will be exempted from the submission of EMD.

The Technical Bid without EMD would be considered as UNRESPONSIVE and will not be accepted. NSIC/ MSME registered bidders must submit copy of valid NSIC / MSME/ Registration Certificate under relevant category for exemption of EMD.

The EMD shall be denominated in Indian Rupees only. No interest will be payable to the bidders on the amount of the EMD.

Refund of EMD: The EMD will be refunded without any interest to the unsuccessful Bidders only after the Tenders are finalized within a period of 30 days.

5.8 Method of submission

The response to tender Document should be in Two cover bid systems and its details are given below:

- i) **Technical Bid Cover** – Technical bid containing the details as per Format – 3 & 4 and other annexures should be uploaded in the CPP Portal under Technical bid cover.
- ii) **Financial Cover** – Financial bid in MS Excel format should be uploaded in the CPP Portal under Financial bid cover. Format of the price bid given in Format – 5 is for reference only.

Important Note: The bidders shall not deviate from the naming and the numbering formats mentioned above, in any manner. Any deviation shall invite summary rejection of the bid.

5.9 Performance Guarantee

- i. The successful Tenderer shall, within 7 days from the date of receipt of communication of acceptance of quotes from THSTI shall intimate his acceptance of the order. An Integrity Pact shall be submitted by the successful Tenderer.
- ii. The successful bidder shall be required to submit a **Performance Guarantee equivalent to 5% of the contract value** in the form of Bank Guarantee, Demand Draft, FDR issued by any Commercial Bank in India.
- iii. The performance Guarantee will remain valid for 60 days beyond the date of completion of all contractual obligations of the supplier.
- iv. The Performance security will be forfeited and credited to the Procuring Entity's account in the event of breach of contract by the contractor.
- v. The Performance Security will be refunded to the supplier without interest after the supplier duly performs and completes the contract in all respects.

5.10 Evaluation

- i) The Overall objective of this evaluation process is to select capable, qualified and accredited lab in the business domain of providing diagnostic laboratory services for clinical research
- ii) The competitive bids shall be evaluated in the following stages:
 - a. Stage 1 – Technical Evaluation (Technical Bid): Bidders must satisfy the Eligibility criteria as mentioned in the table 5.1. The technical proposal of the bidders will then be evaluated by a Technical Evaluation Committee. Only the financial bids of the bidders who passed the technical evaluation will be opened.
 - b. Stage 2 – Financial/Commercial Bid

Table 5.1

S. No.	Eligibility Criteria	Proof Required
1	The testing laboratory should be NABL accredited registered in India under the Company Act, 1956 since at least 05 years	Copy of Certificate of Incorporation/Registration, Proof of NABL Accreditation.
2	Annual Gross Turnover Gross annual turnover of the Testing laboratories during the last three Financial years 2021-22, 2022-23 & 2023-24 from lab services should be at least INR 5 Crores/ Year.	Audited financial Statements (reflecting overall turnover) /annual report containing financial statement for the last three financial years A certificate duly certified by the statutory auditor/CA of the bidder clearly mentioning the Gross annual turnover of the bidder. As per Format-9
3	The Testing laboratory should have a valid GST Registration and Income Tax returns and PAN card.	Copy of GST Registration, Income Tax returns for last 3 financial years (till 2023-24) Statutory Audit report from CA for last 3 FY (till 2023-24) copy of PAN card.
4	As on date of submission of the bid, the Testing laboratory should not be blacklisted by any Government entity in India and that there is no legal incapacity preventing the Bidder to enter into a contract.	Certificate duly signed signatory As per Format- 11
5	Letter of authorization from OEM/Parent organization (if applicable).	Format-10 if applicable
6	The Bidder should have prior experience in carrying out globally harmonized studies (Desirable)	Provide Document
7	The Bidder should have collaborated with academic institutions in India	Provide Proof
8	The Bidder should have done studies on micronutrient analysis in the past 3 years, with at least one of which is upto Rs 3 crore value	Copies of work orders/MoUs/Agreements

6. Special Conditions of Contract (SCC)

6.1 Instruction to Bidders

Bidder shall create a process document for carrying out the Testing lab activities and submit the same to THSTI within 7 days of the award of the contract. This document shall clearly define all the processes to be undertaken by the bidder and standard operating procedures (SOP), the processes involved to meet all the requirements in the chapter 4.

- Bidder shall have to keep the call records updated with applicable call resolution time details, exclusion etc., and provide it to THSTI in Excel on monthly basis.
- Escalation matrix shall be given for the staff and other activities so that backup supports be available.
- The selected Company shall not, without THSTI prior written consent, disclose the contract, or any provision thereof, of any specification, plan sample of information furnished by or on behalf of THSTI in connection therewith, to any person other than a person employed by the SP in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.
- The selected bidder automatically agree with THSTI for honoring all aspect of fair-trade practices in executing the work orders placed by THSTI.
- THSTI will process the bid as per procedures mentioned in tender document. It however, reserves the right to reject any bid without assigning any reason. THSTI would not be under obligation to give any clarifications to those agencies whose bid have been rejected.
- THSTI reserves the right to modify and amend any of the tender condition/criterion depending upon Project priorities vis-à-vis urgent commitments. THSTI also reserves the right to cancel this bid without assigning any reason therefore.

6.2 Fraud and Corrupt Practices

- The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this Notice, the THSTI shall reject the proposal without being liable in any manner whatsoever to the Bidder, if it determines that he Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the “Prohibited Practices”) in the Selection Process. In such an event, the THSTI shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Performance Security, as the case may be, as mutually agreed genuine pre- estimated compensation and damages payable to the Authority for, inter alia, time, cost and effort of the authority, in regard to the Notice, including consideration and evaluation of such bidder’s proposal.

6.3 Conflict of Interest

The bidder shall disclose to THSTI in writing, all actual and potential conflicts of interest that exist, arise or may arise (either for the Bidder or the core bidder’s team) in the course of performing the Service(s) as soon as practical after it becomes aware of that conflict.

6.4 Consequences of Termination

- a) In the event of termination of the Contract due to any cause whatsoever, [whether consequent to the stipulated term of the Contract or otherwise], THSTI shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective business continuity of the service(s) which the vendor shall be obliged to comply with and take all available steps to minimize loss resulting from that termination/breach, and further allow the next successor Vendor to take over the obligations of the erstwhile Vendor in relation to the execution/continued execution of the scope of the Contract.
- b) After signing of the agreement, THSTI reserves the right to modify/terminate the contract in case of technical/regulatory reasons.
- c) Nothing herein shall restrict the right of THSTI to invoke the Performance Bank Guarantee securities furnished if any, enforce the Deed of indemnity and pursue such other rights and /or remedies that may be available THSTI under law or otherwise.
- d) The termination hereof shall not affect any accrued right or liability if either Party nor affect the operation of the provisions of the Contract that are expressly or by implication intended to come into or continue in force on or after such termination.
- e) If the bidder issues notice of termination based on the fact that there is change to its legal entity status or solvency or due to any Scheme of Merger or Demerger, then the Bidder is duty bound to identify the alternate mutually acceptable implementing Agency in order to ensure continuity of the obligations as per the SOW. If this is not possible before the effective date of the termination as notified, THSTI can exercise any of the rights as stated under the sub clause (b) hereinabove.

6.5 Penalty

- The Bidder shall perform its obligations under the agreement entered into with the THSTI, in a professional manner.
- In the event of failure of executing the tasks as defined in Chapter 4, penalty would be levied per payment milestone period subject to a maximum of 10% of the payment for that period.
- THSTI may recover such amount of penalty from any payment being released to the Bidder.
- If any act or failure by the bidder under the agreement results in failure or inoperability of systems and if the THSTI has to take corrective actions to ensure functionality of its property, the THSTI reserves the right to impose penalty, which may be equal to the cost it incurs or the loss it suffers for such failures.
- THSTI may impose penalty to the extent of delay caused due to non-performance and loss of time,

if the delay was due to the actions directly attributable to the staff of Bidder.

- The penalty shall be imposed 0.5% per week maximum upto 10% of the work order.
- If the Bidder fails to complete the due performance of the contract in accordance with the specification and conditions of the offer document, the THSTI reserves the right either to cancel the order or to recover a suitable amount as deemed reasonable as Penalty for nonperformance. THSTI also reserves the right to get the work done through alternate agency and recover the cost of such work from the Performance Bank Guarantee of Bidder with THSTI.

6.6 Indemnification & Limitation of Liability

6.6.1 Subject to Clause below, Bidder (the “Indemnifying Party”) undertakes to indemnify, hold harmless the purchaser/ THSTI (the “Indemnified Party”) from and against all claims, liabilities, losses, expenses (including reasonable attorneys’ fees), fines, penalties, taxes or damages (Collectively “Lose”) on account of bodily injury, death or damage to tangible personal property arising in favour of any person, corporation or other entity (including the Indemnified Party) attributable to the Indemnifying Party’s negligence or willful default in performance or non-performance under this Agreement.

The indemnities set out in Section 6.6 shall be subject to the following conditions:

- a. The Indemnified Party as promptly as practicable informs the Indemnifying Party in writing of the claim or proceedings and provides all relevant evidence, documentary or otherwise;
- b. The Indemnified Party shall, at the cost of the Indemnifying Party, give the Indemnified Party may, at its sole cost and expense, reasonably participate through its attorney’s or otherwise, in such Defense;
- c. If the Indemnifying Party does not assume full control over the Defense of a Claim as provided in this Article, the Indemnified Party may participate in such Defense at its sole cost and expense, and the Indemnified Party may participate in such Defend the claim in such manner as it may deem appropriate, and the cost and expense of the Indemnified Party will be included in Losses;
- d. The Indemnified Party shall not prejudice, pay or accept any proceedings or claim, or compromise any proceedings or claim, without the consent of the Indemnifying party.
- e. All settlements of claims subject to indemnification under this clause with:
 - a. Be entered into only with the consent of the indemnified Party, which consent will not be unreasonable withheld and include an unconditional release to the Indemnified Party from the claimant or plaintiff for all liability in respect of such claim; and
 - b. Include any appropriate confidentiality agreement prohibiting disclosure of the terms of such settlement;
- f. The Indemnified Party shall account to the indemnifying party for all awards, settlements, damages and costs (if any) finally awarded in favour of the Indemnified Party which are to be paid to it in connection with any such claim or proceedings;
- g. The Indemnified Party shall take steps that the Indemnifying Party may reasonably require to

mitigate or reduce its loss as a result of such a claim or proceedings;

- h. In the event that the Indemnifying Party is obligated to indemnify an Indemnified Party pursuant to this Article, the Indemnifying Party will upon payment of such indemnity in full, be subrogated to all rights and defenses of the indemnified Party with respect to the claims to which such indemnification relates; and
- i. If a Party makes a claim under the indemnity set out under Section 6.6 above in respect of any particular loss or losses, then that Party shall not be entitled to make any further claim in respect of that loss or losses (including any claim for damages).
 - The liability of either Party (whether in contract, tort, negligence, strict liability in tort, by statute or otherwise) for any claim in any manner related to this Agreement, including the work, deliverables or Services covered by this Agreement, shall be the payment of direct damages only which shall in no event exceed one time the total contract value payable under this Agreement. The liability cap given under this Clause shall not be applicable to the indemnification obligations set out in Section 6.6.
 - In no event shall either party be liable for any consequential, incidental, indirect, special or punitive damage, loss or expenses (including but not limited to business interruption, lost business, lost profits, or lost savings) nor for any third-party claim (other than those set forth in Section 6.6) even if it has been advised of their possible existence.
 - The allocations of liability in this Section 6.6 represent the agreed and bargained-for understanding of the parties and compensation for the Services reflects such allocations. Each Party has a duty to mitigate the damages and any amounts payable under an indemnity that would otherwise be recoverable from the other party pursuant to this Agreement by taking appropriate and commercially reasonable actions to reduce or limit the amount of such damages or amounts.

6.7 Confidentiality, Data Security and Safety

- a. The Bidder shall comply with the requirements of the confidentiality, relevant security, safety and other requirements of the information as specifically stated in the Notice and follow the industry standards and National and International standards governing Clinical study related to confidentiality, safety and security (including those as stated in the Notice), in so far as it applies to the provision of the Services and information generated thereafter.
- b. The parties to the Agreement shall use reasonable endeavors to report forthwith in writing to each other all identified attempts (whether successful or not) by unauthorized person (including unauthorized persons who are employees of any Party) wither to gain access to on interfere with the Purchaser as the case may be or any of their nominee's data, facilities or Confidential information.
- c. The Bidder shall upon reasonable request by THSTI as the case may be or their nominee(s) participate in regular meetings when management report and security matters are reviewed.
- d. As per the provisions of this Agreement, the Bidder shall promptly report in writing to THSTI, any act or omission which they are aware that could have an adverse effect on the proper conduct of the Clinical study.

6.7.1 Confidential Information and Data Ownership

- 6.7.1.1 The "Confidential Information" means the confidential and proprietary information of Sponsor and includes (i) all information disclosed by or on behalf of THSTI, Site Institution, Investigator or other Institution's personnel assisting in the conduct and managing of the study, including without limitations, Lab investigations, technical information relating to the Lab investigations all Pre-Existing Intellectual Property and the contents of the Protocol; and (ii) Study enrolment information, information pertaining to the status of the Study, communications to and from regulatory authorities, information relating to the regulatory status of the Lab Investigations, Data in physical or electronic Data form.

- 6.7.1.2 Each party understands and agrees that a party's may be injured by breach of any of the confidentiality provisions of this Agreement or breach of the exclusivity provisions of this Agreement, that money damages would not be a sufficient remedy for any such breach, and that a party (in the case of breaches of the confidentiality provisions) shall be entitled to seek injunctive relief as a remedy for any such breach and to enforce specifically the terms and provisions of this Agreement regarding same from the court of competent jurisdiction, this being in addition to any other remedy to which a party while seeking the benefit of this clause is entitled at law.
- 6.7.1.3 The ultimate owner shall be the THSTI and if required THSTI take the necessary punitive action against the Bidder regarding any forbidden disclosure.
- 6.7.1.4 To the extent Bidder shares its confidential or proprietary information with the Purchaser for effective performance of the Services; the provisions of the Clause 6.7.1.1 to 6.7.1.3 shall apply mutandis on the Purchaser or its nominated agencies.
- 6.7.1.5 Any handover of the confidential information needs to be maintained in a list, both by THSTI & bidder, containing at the very minimum, the name of provider, recipient, date of generation of the data, date of handing over of data, mode of information, purpose and signatures of both parties.

7. General Conditions of Contract (GCC)

7.1 Terms and Conditions

Rates: The charges quoted should include the entire facilities required to render the services without any hidden charges. All costs in the bid should be expressed in Indian Rupees without any dependence on exchange rate, duty or tax structure.

7.1.1 No payment over and above the quoted charges will be made by THSTI as the Price is inclusive of applicable GST.

7.1.2 **Technical Inspection and performance Evaluation:** THSTI may carry out a visit to the Bidders premises to assess the level of services and facilities etc. & performance evaluation (evaluation audits (GCP/GCLP) as relevant and determined) of solutions offered during the process of Technical Evaluation or thereafter, if required.

7.1.3 **Payments:** Payments for Services will be made by THSTI monthly after completion of the services for the month on submission of invoice along with performance reports. Payment will be released after deduction of applicable taxes.

7.1.4 In case of reduction in cost or in ward credit of GST, benefit shall accrue to THSTI.

7.1.5 **Publicity:** Any publicity by the vendor in which the name of THSTI is to be used should be done only with the explicit written permission of THSTI. If vendor fails to do so, it shall be considered a breach of contract.

7.1.6 **Performance Security/ Performance Bank Guarantee/PBG:** The successful bidder shall furnish, for the due and faithful fulfillment of the contract by him/her, an interest free security deposit in the form of Bank Guarantee of the commercial banks in favour of “The Executive Director, THSTI”, payable at Faridabad (As per provision of GFR 171) equivalent to 5% of the value of the present Project valid for a period of 60 days beyond the date of completion of all the contractual obligation, which would be extended subsequently with the renewal of the Agreement. Bank Guarantee Performa is given in format 2.

7.1.7 PBG will be forfeited in case of non-compliance of any terms and conditions of Agreement and government rules, regulations, specific protocol provisions etc.

7.2 Force Majeure:

- Now with standing the provisions of the Notice, the Bidder shall not liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that its failure to perform its obligations under the contract is the result of an event of Force Majeure.

- For purposes of this Clause, “Force Majeure” means an event beyond the control of the Bidder and not involving the Bidder and not involving the Bidder’s fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the client, either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes, bandhs, political unrest.
- If a Force Majeure situation arises, the Bidder shall notify the client of such conditions within 7 days and the cause thereof. Unless otherwise directed by the THSTI in writing, the Bidder shall continue to perform its obligations under the contract as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event, the client may terminate this contract by giving a written notice of minimum 30 days to the Bidder, if as a result of Force Majeure, the Bidder being unable to perform a material portion of the services for a period of more than 60 days.
- In case of any damage/ theft of THSTI resources, the sole responsibility to indemnify lies on the bidder.
- In case of urgent situations failure bidders shall provide corrective support on Holidays/ out of working hours.

7.3 Governing Law and Disputes

- All disputes, differences, claims and demands arising under or pursuant to or touching upon this Notice and the Agreement that will be entered into between the Bidder and THSTI shall be referred to the sole arbitrator constituted by the Executive Director of THSTI. The award of the sole arbitrator shall be final and binding on both the parties under the provisions of the Arbitration and conciliation Act, 1996 or any statutory modification / re-enactment thereof for the time being in force. Such arbitration shall be held at Faridabad, Haryana.
- The Bidder shall continue work under the Agreement during the arbitration proceedings unless otherwise directed in writing by THSTI or unless the matter is such that the work cannot possibly be continued until the decision of the Arbitrator or the umpire, as the case may be, is obtained.
- The venue of the Arbitration shall be in Faridabad, Haryana. Any disputes and Arbitral proceedings would be subject to jurisdiction of Haryana courts only.

FORMAT-1

Covering Letter

Date: _____

Reference No: _____

From: _____ [Insert name and address of Bidding Company]

Tel #:

Fax #:

Email address#

To, Executive Director,
Translational Health Science and Technology Institute,
Faridabad 121001

**Subject: Response to Notice Inviting Bid No. _____ for
tender document for Collaborating with an accredited laboratory
“For Carrying out biochemical analysis as part of a multi-country collaboration using
harmonized protocols”**

Dear Sir,

We, the undersigned _____ [insert name of the Bidder] having read, examined and understood in details the notice hereby submit response to tender document. We confirm we have not submitted more than one response. We are submitting the Bid at THSTI, Faridabad.

1. We give our unconditional acceptance to the Notice Inviting Tender dated 20 Sep 2024 issued by THSTI and, the same have been initiated by us and enclosed with the Bid.
2. We have enclosed the receipt of Bid Security / EMD.
3. We have submitted our bid strictly as per formats for bid submission of this bid document, without any deviation, condition and without mentioning any assumptions or notes in the said formats. We are hereby submitting our proposal, which includes compliance to eligibility criteria, technical bid and financial/commercial bid uploaded online.
4. We hereby unconditionally agree and accept that the decision made by THSTI, Faridabad in respect of any matter regarding or arising out of the Notice Inviting Bid shall be binding on us. We hereby expressly waive and withdraw any and all claims in respect of this process.
5. **Familiarity with Relevant Indian Law and regulations:** We confirm that we have studied the provisions of the relevant Indian law and regulations as required to enable us to submit this response to tender document, in the event of our selection as Successful Bidder.

6. We are enclosing herewith our response to the tender document with formats duly signed as desired by you in the tender document for your consideration.
7. It is confirmed that our response to the tender document is consistent with all the requirements of submission as stated in the tender document and subsequent communications from THSTI.
8. The information submitted in our response to the tender document is correct to the best of our knowledge and understanding. We would be solely responsible for any errors or omissions in our response to the tender document.
9. We hereby declare that our company has not been debarred/ black listed by any Central/State Govt. Ministry or Department/Public Sector company/ Government autonomous body.
10. We confirm that all the terms and conditions of our Bid are valid up to _____ [insert date in dd/mm/yyyy] for acceptance (i.e. period of One Eighty (180) days from the date of opening of bids).

11. Contact Person

Details of representative to be contacted by THSTI are furnished as

under: Name: _____

Designation: _____

Company: _____

Address: _____

Phone Nos: _____

Mobile: _____

Fax Nos: _____

Email address: _____

12. We have neither made any statement nor provided any information in this Bid, which to the best of our knowledge, is materially inaccurate or misleading. Further, all the confirmation, declaration and representation made in our bid are true and accurate. In case this is found to be incorrect after our selection as a successful bidder, we agree that the same would be treated as a seller's event of default.

Dated the _____ day of, 20...

Thanking you, Yours

faithfully,

(Name, Designation and Signature of Authorized Person)

FORMAT- 2

**FORMAT FOR PERFORMANCE BANK GUARANTEE
(TO BE SUBMITTED FROM ANY INDIAN NATIONALIZED BANKS ONLY)**

BG No.:..... Date.....

From The Name of the Bank	To Translational Health Science Technology Institute, Faridabad
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In consideration of the Translational Health Science and Technology Institute, Faridabad (hereinafter called "The INSTITUTE") having offered to accept the terms and conditions of the proposed agreement between The Institute.....and..... (hereinafter called "the Contractor(s)" for the work..... (hereinafter called "the said agreement") having agreed to production of an irrevocable Bank guarantee for Rs..... (Rupees..... only) as a security/guarantee form the contractor(s) for compliance of his obligations in accordance with the terms and conditions in the said agreement.

1. We (hereinafter referred to as the "Bank") hereby undertake to (Indicate the name of the Bank) Pay to the Institute an amount not exceeding Rs..... (Rupees..... only) on demand.
2. We... (indicate the name of the Bank) Do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on a demand from the Institute stating that the amount claimed is required to meet the recoveries due or likely to be due from the said contractor(s). Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs..... (Rupees.....only).
3. We, The said Bank, further undertake to pay to the Institute any money so demanded notwithstanding any disputes raised by the contractor(s) in any suit or proceeding pending before any Court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder, and the contractor(s) shall have no claim against us for making such payment.
4. We (indicate the name of the Bank) further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement, and it shall continue to be enforceable till all the dues of the Institute under or by virtue of the said agreement have been fully paid, and its claims satisfied or discharged, as per the terms and conditions of the said agreement have been fully and properly carried out by the said contractor(s), and accordingly discharges this guarantee.
5. We.....(Name of the bank)..... further agree with the Institute that the Institute shall have the fullest liberty without our consent, and without effecting in any manner our obligations hereunder, to vary any of the terms and conditions of the said agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Institute against the said contractor(s), and to forbear or enforce any of the terms and

conditions relating to the said agreement, and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said not be relieved from our liability by reason of any such variation or extension being granted to the said contractor(s) or for any forbearance, act of omission on the part of the Institute or any indulgence by the Institute to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This Guarantee will not be discharged due to the change in the constitution of the Bank or the contractor(s).

7. We (Name of the bank) lastly under take not to revoke the Guarantee except with the previous consent of the Institute in writing. This bank Guarantee on the Bank or its successors or permitted assigns.

8. We..... (Indicate the name of the Bank) lastly undertake not to revoke this Guarantee except with (indicate the name of the Bank) the previous consent of the Institute extended on demand by the Institute. Notwithstanding anything mentioned above, our liability against this Guarantee is restricted to Rs..... (Rupees..... only), and unless a claim/demand is made on the bank in writing on or beforeall your rights under the Guarantee will be forfeited and we shall be relieved and discharged from all liabilities thereunder.

Authorised Signatories of the Bank with name and Seal

Name of the Officer:
Designation:
Code if any:
Date:
Place

Format 3
Compliance Sheet for Eligibility Criteria

S. No.	Eligibility Criteria	Proof Required
1	The testing laboratory should be NABL accredited registered in India under the Company Act, 1956 since at least 05 years	Copy of Certificate of Incorporation/Registration, Proof of NABL Accreditation.
2	Annual Gross Turnover Gross annual turnover of the Testing laboratories during the last three Financial years 2021-22, 2022-23 & 2023-24 from lab services should be at least INR 5 Crores/ Year.	Audited financial Statements (reflecting overall turnover) /annual report containing financial statement for the last three financial years A certificate duly certified by the statutory auditor/CA of the bidder clearly mentioning the Gross annual turnover of the bidder. As per Format-9
3	The Testing laboratory should have a valid GST Registration and Income Tax returns and PAN card.	Copy of GST Registration, Income Tax returns for last 3 financial years (till 2023-24) Statutory Audit report from CA for last 3 FY (till 2023-24) copy of PAN card.
4	As on date of submission of the bid, the Testing laboratory should not be blacklisted by any Government entity in India and that there is no legal incapacity preventing the Bidder to enter into a contract.	Certificate duly signed signatory As per Format- 11
5	Letter of authorization from OEM/Parent organization (if applicable).	Format-10 if applicable
6	The Bidder should have prior experience in carrying out globally harmonized studies (Desirable)	Provide Document
7	The Bidder should have collaborated with academic institutions in India	Provide Proof
8	The Bidder should have done studies on micronutrient analysis in the past 3 years, with at least one of which is upto Rs 3 crore value	Copies of work orders/MoUs/Agreements

Format 4
Format for Technical Bid

An item wise comments on the technical Specifications mentioning substantial response for the quoted items to those specifications or a statement of deviations and exceptions to the provisions of the Technical Specifications is required to be provided on below format:

ITEM NAME				
S.No.	Tender Specifications / Scope of Work	Bidder's Specifications	Compliance	Remarks/Deviation If any
			Complied/Not Complied	

(Technical literature/brochures/manuals should be attached along with this format)

Please note:

Kindly enclose the documents as desired above and mention the details and number of documents in each column in the table given above.

FORMAT- 5
FINANCIAL PROPOSAL
Covering Letter
(On Bidder's letter head)

[Date and Reference]

To,
The Executive Director,
Translational Health Science and Technology Institute,
Faridabad 121001

Sub: Response to Notice Inviting Tender for Laboratory Service Contract at THSTI vide Ref
No.

Dear Sir,

I/ We, (Applicant's name) have uploaded the Financial Proposal for selection of my
/ our company for Testing Lab services for Collaborating with an accredited laboratory "For carrying out
biochemical analysis as part of a multi-country collaboration using harmonized protocols as a
Bidder".

I/ We agree that this offer shall remain valid for a period of 180 days from the date of opening of Bid or such
further period as may be mutually agreed upon.

Yours faithfully,
(Signature, name and designation of the Authorized Signatory)

Note: The Financial/Commercial Proposal is to be submitted strictly as per forms given in the Notice.

FORMAT- 6

Subject: - Response to Notice Inviting Bid No. THSTI/Lab-Test/2024 Dated 20.09.2024 for Collaborating with an accredited laboratory “For carrying out biochemical analysis as part of a multi-country collaboration using harmonized protocols”.

Table-A: Cost Break up

S. No	Nutrients	Quantity (Units)	Amount (per unit rate to be mentioned in the Price Bid (.xls) and uploaded in the CPP Portal)
1	Vitamin D	5000	
2	Vitamin B12	5000	
3	Folate	5000	
4	Ferritin	5000	
5	sFLT	5000	
6	PLGF	5000	
7	PAPP-A	5000	
8	TSH	5000	
9	tHcy	5000	
10	HDL	5000	
11	LDL	5000	
12	TG	5000	
13	α 1-acid glycoprotein (AGP)	5000	
14	C-Reactive Protein (CRP)	5000	
15	sTfR	5000	
	Sample Pick-up and shipment Charges		
	Any applicable charges		
	Applicable taxes		
	Total (FOR upto THSTI)		

Optional

S. No	Nutrients	Quantity (Units)	Amount (per unit rate to be mentioned in the Price Bid (.xls) and uploaded in the CPP Portal)
1	Urine Iodine	5000	
	Sample Pick-up and shipment Charges		
	Any applicable charges		
	Applicable taxes		
	Total (FOR upto THSTI)		

Note:

1. Total cost shall be quoted as a fixed amount in Indian Rupees only. Conditional proposal shall be summarily rejected.
2. In the event of arithmetic calculation mistake, the individual price in words shall be considered for calculation.
3. All figures are to be rounded off to the nearest Rupee only. Any figures given in paisa will not be considered.
4. The L-1 bidder will be decided on the basis on total cost of lab services. No cost will be paid which is not mentioned in the price bid.

Authorized Signatory Name, Designation

Name of the Company & Address

FORMAT- 7

Draft Contract Agreement (To be executed on Rs 100/- Stamp Paper/s)

This Agreement is made at Faridabad on the _____ day of _____ 2024 Between THSTI, Faridabad hereinafter called “the Purchaser” of the one part and (Name of Successful Bidder) _____ of _____ (Address of Successful Bidder) hereinafter called “the Supplier” of the other part.

Whereas the Purchaser is desirous that certain works should be executed, viz Laboratory Service Contract at Translational Health Science and Technology Institute, Faridabad and trial sites where the clinical trial will be conducted (as described on these bidding documents) hereinafter called “the Works” and has accepted a bid by the Supplier for the execution and completion of such works and the remedying of defects therein. NOW THIS AGREEMENT WITNESSETH as follows:

1. In this Agreement words and expression shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and be read / construed as part of this Agreement, viz:
 - Letter of Award and Acceptance
 - Bid Information Sheet
 - Bid information and Instructions to Bidders
 - Bid Evaluation
 - Special Conditions of Contract (SCC)
 - General Conditions of Contract (GCC)
 - Formats for submission of Bid
3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to execute and complete the works and remedy any defects therein in conformity in all respects with the provisions of the Contract.
4. The Purchaser hereby covenants to pay the Supplier in consideration of the execution and completion of the works and the remedying of defects therein, the Contract Price of **Rs being the sum stated in the letter of award subject to such additions thereto or deductions there from as may be made under the provisions of the Contract at the times and in the manner prescribed by the Contract.
5. Jurisdiction of Court: The Courts at Faridabad shall have the exclusive jurisdiction to try all disputes arising out this agreement between the parties with cause of action arising at Faridabad.

Other disputes with cause of action arising at the respective Institutes/trial sites shall be within the concerned Courts / Tribunals of respective city where the sites are situated.

IN WITNESS WHEREOF the parties hereto have caused their respective Common Seals to be hereunto affixed / (or have hereunto set their respective hands and seals) the day and year first above written.

For and on behalf of the Supplier Signature
of the authorized official

For and on behalf of the Purchaser Signature of the
authorized official

Name of the official
Stamp/Seal of the Supplier

Name of the official
Stamp/Seal of the Purchaser

SIGNED, SEALED AND DELIVERED

By the said _____
Name _____ on behalf
of the Supplier in the presence of:
Witness _____
Name _____
Address _____

By the said _____
Name _____ on behalf
of the Supplier in the presence of:
Witness _____
Name _____
Address _____

Note:

** Blanks to be filled by the Purchaser at the time of finalization of the Form of Agreement.

Format 8
Annual Turnover

It is hereby certified that the Gross turnover of M/s. _____(name of the bidder) from laboratory services for the last three years is as given below:

Annual Gross turnover for the last 3 Financial Years in Indian Rupees (in crore)			
Year (2021-2022)	Year (2022-23)	Year (2023-24)	

(Signature of Statutory Auditor/CA)
Name of Statutory Auditor/CA:
Name of Statutory Auditor/CA Firm:
Seal

Format 9

Format for Statutory Auditor's Certificate for Furnishing Net worth Details

We hereby certify that Positive Net Worth of M/s. _____ (name of the bidder) as on 31st March, 2024 is positive and is as given below: Net worth as on 31st March, 2024 in Indian Rupees (in Lakhs)

	Net worth as on 31 st March, 2024 in Indian Rupees (in Lakhs)
Particular	
Paid up Share Capital	
Free Reserve	
Total	

(Signature of Statutory Auditor)

Name of Statutory Auditor: Name

of Statutory Auditor Firm: Seal

Format 10
Parent Company Authorization Form (If applicable)

No. & Date:

To:

The Executive Director,
THSTI, Faridabad

Dear Sir:

Ref: Your Tender Ref: [*] dated [*]

We are established and reputable Company/Organization in providing _____ services having Office at (address of the office) do hereby authorize M/s _____ (Name and address of Agent) to submit a Bid, and sign the contract with you against the above Bid Invitation.

We hereby extend our full guarantee and warranty for the Solution, Products and services offered by the above firm against this Bid Invitation.

We hereby declare that we are not insolvent, in receivership, bankrupt or being wound up, our affairs are not being administered by a court or a judicial officer, our business activities have not been suspended and we are not the subject of legal proceedings for any of the foregoing.

We also undertake to provide any or all of the following materials, notifications, and information pertaining to the Products manufactured or distributed by the Supplier:

- a. Such Products as the THSTI may opt to purchase from the Supplier, provided, that this option shall not relieve the Supplier of any warranty obligations under the Contract; and
- b. In the event of termination of production of such Products:
 - i. Advance notification to the THSTI of the pending termination, in sufficient time to permit the THSTI to procure needed requirements; and
 - ii. Following such termination, furnishing at no cost to the THSTI, operations manuals and specifications of the Products, if requested.

We duly authorize the said firm to act on our behalf in fulfilling all installations, Technical support and maintenance obligations required by the contract.

Yours faithfully,
(Name)
(Name of Producers)

Note: This letter of authority should be on the letterhead of the manufacturer and should be signed by a person competent and having the power of attorney to bind the manufacturer. The Bidder in its Bid should include it.

Format 11

Declaration that the Company has not been blacklisted in last three years

(To be submitted on the Letterhead of the responding SI)

{Place}

{Date}

To,

Ref: No:.....dated

Subject: Self Declaration of not been blacklisted in response to the Tender for Carrying out Laboratory Tests at THSTI.

Dear Sir,

We confirm that our company, M/s._____, is not blacklisted in any manner whatsoever by any of the State/UT and/or Central Government in India in last three years on any ground including but not limited to indulgence in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

Further it is confirmed that there is no legal incapacity that will bar the Bidder from entering into a Contract or Agreement or to undertake the specified Scope of Work

Place:

Date:

Bidder's Company Seal:

Authorized Signatory's Signature:

Authorized Signatory's Name and Designation:

Note: The Bidder shall necessarily provide a copy of 'Power of Attorney' authorizing the signatory for signing the Bid on behalf of the Bidder in its Bid.

8. Information about Online Bid Submission

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at:
<https://eprocure.gov.in>.

REGISTRATION

- 1) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in>) by clicking on the link “Online bidder Enrolment” on the CPP Portal which is free of charge.
- 2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- 4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.
- 5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC’s to others which may lead to misuse.
- 6) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

SEARCHING FOR TENDER DOCUMENTS

- 1) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
- 2) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective ‘My Tenders’ folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
- 3) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

PREPARATION OF BIDS

- 1) Bidder should consider any corrigendum published on the tender document before submitting their bids.
- 2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF / JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing file size of the scanned document.

SUBMISSION OF BIDS

- 1) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the e-tender document.
- 3) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable.
- 4) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- 5) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the Secured Socket Layer 125-bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers' public keys. Overall, the uploaded tender documents become readable only after the tender is opened by the authorized bid openers.
- 6) Upon timely and successful submission of bids (i.e. after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid number and the date & time of submission of the bid with all other relevant details.
- 7) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

