



**thsti**

ट्रान्सलेशनल स्वास्थ्य विज्ञान  
एवं प्रौद्योगिकी संस्थान

TRANSLATIONAL HEALTH SCIENCE  
AND TECHNOLOGY INSTITUTE

(An autonomous Institute of Dept. of Biotechnology, Ministry of Science & Technology, Govt. of India)

Bioscience cluster 3<sup>rd</sup> mile stone Faridabad Gurgaon Expressway Faridabad

PHONE No.: 0129-2876421 FAX: 0129-2876 402 Web Site: [www.thsti.res.in](http://www.thsti.res.in)

## **TENDER DOCUMENT**

**Operational Qualification and Performance Qualification (OQ and PQ) with NABL certificates of -80 degree deep freezer – 40 nos. installed under Biorepository lab, THSTI, Faridabad.**



## NOTICE INVITING TENDER

**TenderNo.- THSTI/Engg./NABL/26-27/01**

**Date: 10/06/2026**

1. Online Tenders are invited on behalf of the **Executive Director, Translational Health Science and Technology Institute (THSTI)**, under two bid system (Technical bid and Financial bid) from established, NABL reputed and experienced agencies for Operational Qualification and Performance Qualification (OQ and PQ) with NABL certificates of -80 degree deep freezer – 40 nos. installed under Biorepository lab, THSTI, Faridabad. as per schedule, specifications and as per the terms and conditions mentioned in his tender document.

### **Schedule for invitation of tender:**

Website Url :	<a href="https://eprocure.gov.in/">https://eprocure.gov.in/</a> <a href="https://THSTI.res.in">https://THSTI.res.in</a>
Address:	Translational Health Science Technology Institute, NCR Biotech Science Cluster, 3 <sup>rd</sup> Milestone, Faridabad-Gurugram Expressway, Faridabad - 121001, Haryana
Contact Details	Engineer (IEE), THSTI, Phone: 0129-2876422,
Name of Work	Operational Qualification and Performance Qualification (OQ and PQ) with NABL certificates of -80 degree deep freezer – 40 nos. installed under Biorepository lab, THSTI, Faridabad.
Estimated Cost	Rs.1312160/-
Tender Fee	590/-
EMD	65608/-
Tender Uploading Date	10/06/2026
Pre Bid Meeting	15/06/2026
Tender Closing Date & Time	24/06/2026, 12:00 PM
Date of Opening of Technical bid	25/06/2026, 12:30 PM
Date of Opening of Financial bid	Will be notified

Tender document available on [www.thsti.res.in](http://www.thsti.res.in), [eProcurement portal](#)

The bidder must read the prescribed terms & conditions and accept the same to proceed further to submit the bids. After downloading / getting the tender schedules, the Bidder should go through them carefully and then submit the documents as asked. Incomplete information may lead the bid to be summarily rejected. Bidder must unconditionally accept all terms and conditions stipulated in the original/ downloaded tender document and submitted entire signed and stamped document.

## 2. **Pre-Bid Meeting**

A pre-bid meeting with all the prospective bidders will be held at THSTI as per schedule of invitation of tender. Interested applicants/ firms are invited to attend the same with a written statement of their query.

## 3. **Notification of Amendments**

All amendments, time extension, clarifications etc. will be uploaded in the above websites only and will not be published in newspapers. Bidders should regularly visit the above websites to keep themselves updated. No extension in the bid due date/time shall be considered, on account of delay in the receipt of any document by mail.

## 4.0 **Submission of bids**

4.1 Under the two bid system, the bidders are required to submit their 'Technical bid' and 'Financial bid' separately. All the documents related to technical bid (i.e. Eligibility criteria & Technical details) and financial bid should be put in two separate envelopes duly marked as '**Technical bid**' and '**Financial bid**' respectively.

4.2 The 'Technical bid' should consist of the following documents:

- i. Covering letter indicating the index / list of enclosures.
- ii. Tender Document Fee.
- iii. Additional information of the Bidding Agency duly signed by the bidder or authorized representative of the bidder as per the Performa and format given in **Annexure-I**
- iv. **Bid Security (EMD)**
- v. Original/downloaded tender document duly filled in, signed and stamped by the Bidder or his authorized representative on each page and duly witnessed with name address & contact number of witness.
- vi. Declaration as per **Annexure-III** along with attested Copies of Income Tax Return for the last three financial years, PAN, GST Registration Certificate of the bidder/ Agency.
- vii. Undertaking that agency/bidder has, at least for the last 5 years of Experience in the field of Operational Qualification and Performance Qualification (OQ and PQ) with NABL certificates of - 80 degree deep freezer - 40 nos, shall be given in - **Annexure-IV**
- viii. Undertaking to accept all Terms and Conditions of the Tender document and to comply with them as per **Annexure- V on a letter head duly signed and stamped by authorized signatories.**
- ix. **List of present clients** (at least three nos.) as per **annexure VI.**
- x. Proof of successful execution of work (for at least one year) along-with certified copies of the completion / operation of Services/Agreement executed for providing of similar Services in last five years. (as given in **Annexure IV & VI**)
- xi. Solvency certificate from any scheduled Bank for the value not less than Rs.3.93 Lacs.
- xii. Agency must note that no price should be indicated in the technical bid otherwise bid will be rendered invalid.

xv. Certificate of Site Inspection, Annexure-VII.

xvi. Validation Certificate of Master Equipment used for Validation and Calibration of Equipment, Annexure-VIII.

xvii. NABL Registration Certificate, Annexure-X.

xviii. Undertaking Non Blacklist Certificate. Annexure-XI.

4.3 The bidder will be required to make a short presentation on the scheduled date to the expert committee on the plan it has, for Operational Qualification and Performance Qualification (OQ and PQ) with NABL certificates of -80 degree deep freezer – 40 nos.

5.0 **The 'Financial bid' should contain the following documents:**

Duly filled in Price bid **Part A and Part B** as per format, Signed and stamped by authorized signatory of bidder.

6.0 **Opening of Technical bid.**

6.1 All pages of the bid including all enclosures should be numbered (except printed leaflets/catalogue) and must be duly filled in, signed and stamped by the bidder or his authorized representative. Offers received without signature and seal on all pages are liable to be rejected.

6.2 The technical bid will be evaluated by the designated committee based on eligibility criteria and along with submitted document. Price bid of bidder who obtain minimum 70% marks in technical bid, will only be qualified for further process. The 70% weightage to technical bid and 30% to financial bid will be granted for awarding the work to highest scorer.

7.0 **Successful bidder** on award of the work will submit notarized Non-Judicial stamp paper of Rs. 100/- duly and signed by the Bidder/ Agency or authorized representative of the Bidder/ Agency for entering in to agreement.

## II. Pre-Qualification Criteria.

1. The Tenderers must have an experience of handling the Operational Qualification and Performance Qualification (OQ and PQ) with NABL certificates of -80 degree deep freezer in Govt./PSUs/ Autonomous bodies engaged in R&D in Life Sciences at least since last five years, supported by documentary evidence and must have among list of clients. (copy attached)
2. The tenderer should have at least;
  - a) One similar completed work, costing not less than an amount of Rs. 10 Lac

**OR**

  - b) Two similar completed work costing not less than an amount of Rs.7.8 Lac,

**OR**

  - c) Three similar completed work costing not less than an amount of Rs.5.2 Lac,
3. **“Similar works”** mean any work or works of the required value involving Operational Qualification and Performance Qualification (OQ and PQ) with NABL certificates of -80-degree deep freezer and other scientific equipment’s work executed during the last five years, ending on the day preceding the last day of submission of the tender, for Government Departments, autonomous bodies, PSUs, or Private Sector clients. A completion certificate must be submitted, supported by a BOQ showing said works to substantiate the experience of similar work or works. For Private Sector projects, a TDS certificate must accompany the completion certificate as evidence of the work value; completion certificates from private clients without the TDS certificate will not be considered.
4. Annual average turnover of the agency should not be less than Rs.6.56 Lacs/annum during preceding last three years.
5. Agency must have service office/facility in Delhi/NCR.
6. The tenderer is required to produce and attach **solvency certificate** for minimum value of **Rs.3.93 lac** lacs from the scheduled bank duly attested by the Chartered Accountant or Senior Branch Manager of the scheduled bank. The certificate should not be more than six months old from the date of publication of tender.
7. Even though the applicants meet the above criteria, they are subject to be disqualified if they have:
  - i) Made misleading or false representation in the form, statement and attachments submitted in and or
  - ii) Record of poor performance such as abandoning the work, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures, etc.
  - iii) Found to have been black listed in any other works.

## IV. TERMS AND CONDITIONS

Period of Contract:	This contract shall be valid for an initial period of one year. Based on the satisfactory performance, the period may be extended on yearly basis for a further maximum period of 02 years i.e. (01 Year +02 years) at the sole discretion of the Competent Authority.
Payment:	Payment shall be made on quarterly/half yearly/annually basis within fifteen (15) days from the date of receipt of bill duly certified & recommended by designated officer in charge. SD will be deducted @5% from each bill and will be refunded after satisfactory completion of completion contact and handing over the facility to the nominated agency / department.
Workmen Employed:	The Bidder/agency shall be responsible for following all labour laws and statutory requirements, insurances pertaining to its employees. The agency shall indemnify THSTI against any claim on this account. It must retain sufficient reserve of manpower to cater for situations like leave, weekly offs, medical problems, holidays or any other exigencies etc.
Performance:	The performance of the services will be continuously evaluated by the designated committee/user groups nominated by the Executive Director, THSTI.
Delay in Payment:	In case of delay in monthly payment, the agency should make payment to its manpower & for consumables without affecting the work.
Arbitration:	Except where otherwise provided for in the contract, all questions and disputes relating to the provisions of this contract shall be settled under the Rules of Indian Arbitration and Conciliation Act, 1996, as amended up to date, within thirty (30) days (or such longer period as may be mutually agreed upon from the date that either party notifies in writing that such dispute or disagreement exists.
Replacement of Staff:	Any staff/employee may be required to be replaced immediately from the site without assigning any reason whatsoever.
Restrictions:	Smoking cigarette, bidi, chewing tobacco, pan, Gutkha or any other banned item is strictly prohibited inside the Institute's premises. Non-Compliance may lead to suitable penalty /termination of contract, to be decided by the Institute.
Attendance register:	Agency shall be responsible to maintain biometric & manual records of daily attendance of the staff deployed by it. However the THSTI reserves the right to inspect the records & verify attendance as and when required or deemed fit.
Certification of bills:	Every bill forwarded for payment shall need to be certified by the nominated officer of the THSTI.

## V. GENERAL TERMS & CONDITIONS

1. In the event of non-commencement or unsatisfactory performance of the work contract, THSTI reserves the right to cancel the contract agreement or to withhold the payment. In such an eventuality, THSTI further reserves the right to get the work done from some other agencies at the cost of bidding agency. The Agency will also be black listed by the THSTI for a period of 5 years from participating in such type of tender and his earnest money/security deposit will also be forfeited.
2. It shall be presumed that the terms & conditions mentioned in the tender document including amendments/ corrigendum if any have been read, understood and duly accepted by the bidder. The bidder shall have no right to modify/ alter/ amend/ delete any terms/ conditions mentioned in tender document.
3. Tender forms are not transferable. Only the original/downloaded complete tender form duly signed stamped, should submitted.
4. Furnishing of wrong information and false documents will make the bidder ineligible for bidding and liable to be debarred/blacklisted from participation in Tender enquiries/Open Tenders/Annual Rate Contracts by the THSTI. The EMD amount will also be forfeited.
5. The bidder will have to furnish documents in support of the information given in the tender. Original documents shall be checked for verification as and when required.
6. In case of any attempt for cartelization by bidder with a view to hike up the prices, all bids will be rejected and such bidders will be blacklisted and bid security will be forfeited.
7. If any required information /documents are not submitted, then the bid of the concerned bidder will be rejected and shall not be considered. No representation in this regard will be entertained.
8. The bidders are expected to be present at the time of opening of bid; however, the bids will be processed even when no bidder /representative is present as per declared schedule.
9. The decision of the THSTI regarding approval of bids shall be final and binding on all bidders.
10. A prospective bidder requiring any clarification of the Bidding Document shall contact the THSTI through e-mail [engineering@thsti.res.in](mailto:engineering@thsti.res.in).
11. Any person who is in Govt. Service anywhere or an employee of the THSTI/Institute should not be made a partner to the contract by the bidder directly or indirectly in any manner whatsoever.
12. The individual signing the tender document/ bids or any document forming part of the bid on behalf of bidder, shall be responsible to produce a proper **power of attorney** duly executed in his favour stating that he/she has authority to bind on behalf of such other person of the bidding agency as the case may be in all matters pertaining to the contract including the arbitration clauses.  
In case the bidder, so signing, fails to provide the said power of attorney, the THSTI may, without prejudice to other civil and criminal remedies cancel the bid and hold the signatory liable to all costs and damages. In case of registered or unregistered partnership firm, all the partners should sign the bids. In case of change of any person signing the agreement on behalf of limited company or firm,

he/she will produce a letter of authority /resolution passed by the company empowering him/her to sign the agreement on behalf of the Bidder/ company or firm.

13. The personnel, whose services are provided by the bidder, shall at all times and for all purposes be the employees of the Agency (Bidding agency) and on no account personnel so appointed and recruited by the agency (Bidder) will have any claim for appointment, continuous recruitment or regularization etc. against the THSTI.
14. In every case in which by virtue of the Workman's Compensation Act, the THSTI is obliged to pay compensation to such person employed by the Agency (bidder) in execution of the work, THSTI will be entitled to recover from the Agency (bidder) the amount of compensation so paid.
15. The bidding agency, shall be responsible for verifying the antecedents of its staff/employees working at premises of NCR Biotech Science Cluster, by police verification and will keep attendance and other relevant records at its cost and will produce these on demand of any authority. The list containing the names/addresses of the personnel appointed by the bidder/agency shall be made available to the THSTI with their bio-data within 15 days from the date of deputation. The agency shall also provide the same in soft copy giving out photographs and detail of the staff within one month of commencement of work.
16. The Bidder/ Agency shall obtain a license under Contract Labour (R&A) Act, 1970 and also submit an attested copy of such license to the THSTI. The agency shall abide by all the necessary provisions of various other Labour Laws/Acts viz. ESI/Bonus, Workmen's Compensation and any other laws and rules applicable in this regard.
17. Only those who hold valid registration with the Labour Department shall be eligible to bid in response to NIT and if found successful the agency (workmen) shall need to get registered with the Labour Department.
19. The Bidder/ Agency, himself, shall be responsible for any type of statutory/mandatory claims or penalties in light of the default with reference to the above provisions.
20. In case any person engaged by the Bidder/ Agency is found to be inefficient, quarrelsome, cantankerous, infirm, and invalid or found indulging in unlawful or union activities, the bidder/agency will have to replace such person with a suitable substitute at the direction of the Engineer, THSTI or officer designated by Competent Authority, at short notice.
21. The THSTI shall not provide any sort of accommodation to the staff or person deployed by the bidding agency and no cooking/lodging will be allowed in the premises.
22. The deployed staff shall wear the prescribed neat and clean uniform according to season affixing thereon the badge mentioning his name, provided by the Bidder/ Agency at his own cost. He should also be provided an I-Card duly signed by the authorized signatory of the Bidder/ Agency.
23. All safety accessories and measures as required for the execution of the work shall be provided to the workers by the service providing agency at its own cost.
24. The agency shall not engage any staff below the age of 18 years. All the staff deployed by the agency shall be medically fit and their antecedent be verified prior to the deployment in the THSTI/Institute.

25. If any complaint of misbehavior and misconduct comes into the knowledge of the THSTI then all such responsibility shall be of the agency and any loss owing to negligence or mishandling by the staff, the Bidder/ Agency shall himself be responsible to make good for the losses so suffered by the Cluster.
26. The Agency shall not, at any stage, cause or permit any sort of nuisance in the premises of the Institute or do anything which may cause unnecessary disturbance or inconvenience to others working there as well as to the general public in the Cluster premises and near to it.
27. The agency shall **not** engage any **sub-contractor or sublet/transfer** the contract to any other agency/person in any manner.
28. The agency providing Electro-Mechanical Services should ensure the following: -
  - That a daily report of its staff on duty and about their performance is furnished & maintained.
  - That its staff does not smoke/drink/abuse drugs at the place of work.
  - That any specific work related to Maintenance assigned to it by the Principal Employer or any officer authorized by him is carried out by him diligently and well in time.
  - The Principal Employer may also ensure that the salary wages shall be distributed in full as per Minimum Wages Act by the Bidder/ Agency to the deployed staff.
29. Tax deduction at source shall be governed by the prevailing Rules.
30. In case the agency fails to execute the job after signing the agreement /deed or leave the job before completion of the period of contract at their own accord, the Executive Director, THSTI, shall have the right to forfeit the last payments due, irrespective of the duration of the contract.
31. The Executive Director, Translational Health Science and Technology Institute reserves the right to:
  - A. Amend the scope and value of any contract under this NIT.
  - B. Reject or accept any application without assigning any reasons thereof and
  - C. Reject all applications and cancel the Tender.
  - D. The THSTI/Employer/Consultant shall neither be liable for any such actions nor be under any obligation to inform the Applicants.

32. The AMC contract initially will be awarded for 01 year and extended on yearly basis up to 03 years on the rate quoted by agency in price bid after their satisfactory performance

and approval from competent authority.

## **VI. PENALTY CLAUSES**

- 1) In case the agency fails to commence the work as stipulated in the agreement, after 02 weeks' delay, THSTI reserves the right to cancel the contract and withhold the agreement and forfeit the EMD as applicable and get this job to be carried out at the cost of the Agency. The defaulting Bidder/ Agency will be blacklisted from participating in any tender of THSTI for next five years.
- 2) For any other breach of contract, Designated committee or Authority or any person nominated by or on behalf of the THSTI, shall be entitled to impose a penalty up to as given in table below.

Some of the instances in which penalty would be imposed are enumerated below. (But these are not exhaustive and penalty may be imposed on any violation/breach or contravention of any of the terms and conditions as well as assigned duties and responsibilities).

- I. If the personnel working are not found in proper uniform and displaying their photo identity card.
- II. If the personnel found indulging in smoking/drinking/sleeping during duty hours.
- III. Penalty will also be imposed if the behavior of personnel(s) found is discourteous to anyone in the Cluster.
- IV. If any personal, found performing duty by submitting a fake name and address, the services of such person shall be terminated and the agency will be held responsible for such lapse.
- V. If any personnel found on duty other than those mentioned in the approved list is supplied by the agencies to the THSTI/Institute's authorities.
- VI. In the case of any loss/theft of NCR Biotech Science Cluster property, the committee of NCR Biotech Science Cluster will consider the circumstances, leading to the loss and if the responsibility is fixed on the agency, the THSTI will make good, the losses by deducting the cost of loss from the next month's bill in one or more installments.
- VII. In view, Penalty will be impose by THSTI and shall charges as below:

Every complaint/call will be attended within 48 hours, In view, Penalty will be impose by THSTI and shall charges as below: If the repair / rectification is not carried out by the agency within 01 week, the agency shall charge penalty, as below: Above 06 hours & Below 12 hours- Penalty of 1% of the Contract Value. Above 12hours & Below 24 hours Penalty of 1.5% of the Contract Value. Above 24 Hours-Penalty of 2% of the Contract value. In addition, failing which outside agencies can be approached to repair the equipment at the risk and cost of the agency to which the AMC has been originally awarded.

**Performance security deposit:** - The successful tenderer will have to deposit the performance security deposit of **5% of tender amount** in the form of Demand Draft/ Banker's cheque/ BG issued by scheduled bank drawn in favour of "Executive Director, Translational Health Science and Technology Institute" payable at Faridabad, valid till three months beyond the currency of the contract. PBG will be refunded after satisfactory completion of contact and handing over the facility to the nominated agency / department.

## **VII. SUPERVISION & QUALITY CONTROL**

1. THSTI management shall have the right to terminate the contract/reduce the scope of the services rendered by the agency, with one-month notice, if services provided are not of the requisite standard.
2. THSTI will have unfettered right to inspect the premise, process of Electro-Mechanical Services at any time and the agency will cooperate with the THSTI. THSTI will have overriding supervising power to give instructions and it must be complied with.

## **VIII. LIABILITIES OF SERVICE PROVIDER**

1. Man power engaged by Agency will be qualified, trained, young, smart and well-mannered with proper uniform.
2. The Agency shall make available CV of the employees in hard copy and/or soft copy giving out the details of all the employees with photo, deployed in NCR Biotech Science Cluster.
3. The shift of the staff would be rotated periodically and a roster would be maintained.
4. The staff would be changed with proper handing & taking over every month / week as per roster to avoid possible contacts/collusion for better operational point of view.
5. All liabilities and onus of depositing wages, ESI, PF, Bonus and other statutory requirements of the deployed staff at Cluster lies solely on the agency. Agency will submit a declaration in this connection. Cluster Authority will not be responsible for any breach under this clause.
6. The agency shall be responsible to provide trained man power in Electromechanical Services.
7. THSTI names a worker as unfit/inefficient he should be removed immediately from the work spot. Provide reliever immediately.
8. Providing emergency services as needed on a twenty-four (24) hour, seven (7) days a week basis. The response time for attending to any break down/ maintenance call shall be immediate and in no case it should exceed one hour.
9. Developing and implementing Non comprehensive facility operation and preventative maintenance plans.
10. Nobody will be appointed without interacting with Executive Engineer or officer designated by Competent Authority, THSTI, Faridabad.
11. Weekly, fortnightly and monthly training of all the personnel deployed must be organized as per training program and intimated to THSTI.
12. During winters staff will be equipped with woolen pullover (Sweaters), coats & boots as per need.

## **IX. CONTRACT TENURE (EXTENSION)**

- a) The contract will be valid initially for **ONE YEAR** from the date of engagement of the agency.
- b) After the completion of the assigned responsibilities during the initial tenure of the contract, THSTI, at its sole discretion may extend the contract on year to year basis maximum for 03 years (01 Year initial +03 Years) based on satisfactory performance of the agency during the previous year(s) and successful meeting and exceeding of the SLAs.
- c) In exceptionally deserving case, THSTI, at its sole discretion and mutual consent, may consider further extension of the period of contact for which independent assessment of performance could be sought.
- d) THSTI will decide the date of commencement of the service, which will be duly notified at the time of Award of Tender.

**X. PAYMENT TERMS**

1. Given the fact that the contractor is under legal obligation to pay due wages as the requirements of law, the successful bidder shall be expected to make payment which may be verified by THSTI. The contractor shall pay for all legal charges/contributions to statutory authorities. Besides that, the contractor shall be obliged to satisfy empowered officer about continued labour law compliance as and when required by empowered officer.
2. The payment to the service provider shall be made as per invoice, which shall not exceed quoted price.
3. The Agency shall raise bill by the first week of every month. The payment shall be made within Fifteen (15) days of submission of bill. Disputed amount or amount on which clarification is required may be withheld till the time matter is sorted out. However, rest amount shall be released by due date.
4. Bill should be submitted to the office of Engineer THSTI, before 5.00 p.m. otherwise bill will be deemed to be submitted on the next working day.
5. Payment by THSTI shall be made by electronic fund transfer to the contractors account by NEFT or RTGS for which purpose agency is expected to submit their complete bank details.
6. The payment to the contractor shall be released on verification of the contracted service through a checking mechanism enforced by Designate Inspection Committee or Authority or any person nominated by or on behalf of the THSTI to assess the performance of the agency, both in terms of quantity and quality.

**XI. FORCE MAJEURE**

- i. "Force Majeure" shall mean any event beyond the reasonable control of the THSTI or the Bidder/ Agency, as the case may be, and which is unavoidable notwithstanding the reasonable care of the party affected.
- ii. If either party is prevented, hindered or delayed from or in performing any of its obligations under the Contract by an event of Force Majeure, then it shall notify the other in writing of the occurrence of such event and the circumstances there of within fourteen (14) days after the occurrence of such event.
- iii. No delay or non-performance by either party hereto caused by the occurrence of any event of Force Majeure shall
  - a. constitute a default or breach of the Contract
  - b. give rise to any claim for damages or additional cost or expense occasioned thereby
  - c. If and to the extent that such delay or non-performance is caused by the occurrence of an event of Force Majeure.
- iv. Notwithstanding clause (iii) above, Force Majeure shall not apply to any obligation of the Institute to make payments to the Agency herein.

**XII. Risk: -**

In the event of the Bidder/ Supplier's/service provider fails to provide the ordered services as per the contract the THSTI reserves the right to procure the services from any other source at the Bidder's risk and cost and the difference in cost shall be borne by the Bidder. Such cost shall be recovered from the bill of the agency. Further, the THSTI retain the right to take any other action(s) as deemed fit.

**XIII. JURISDICTION: -**

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

**XIV. Fall Clause: -**

If at any time during the contract period, it is noticed or brought to the knowledge of the THSTI that the contractor/bidder has reduced/proposed to reduce the rates for such outsourcing of Electro-mechanical Services as are covered under this tender enquiry, to any organization (including any department of Govt. of NCT Delhi) at rate lower than the rates quoted under this contract, he shall forthwith reduce the rates payable under this tender for such services after the coming into force of such reduction, the rate of services shall stand correspondingly reduced. The THSTI shall make payments based on such reduced rates only.

**XV. Arbitration**

1. Except where otherwise provided for in the contract, all questions and disputes relating to the provisions of this contract shall be settled under the Rules of Indian Arbitration and Conciliation Act, 1996 and as amended till date within thirty (30) days (or such longer periods may be mutually agreed upon from the date that either party notifies in writing that such dispute or disagreement exists.
2. All disputes and differences arising out of, or in any way, concerning this agreement (except those, the decision whereof is otherwise, hereinbefore provided for) shall be referred for sole arbitration by any person to be nominated by the Executive Director, Translational Health Science and Technology Institute , Faridabad. The venue of Arbitration shall be New Delhi, India. The award of the arbitrator so appointed shall be final and binding on both the parties and judgment may be entered thereon, upon the application of either party, by any court having jurisdiction.
3. Indian laws shall govern this contract.
4. The existence of any dispute(s) or difference(s) or the initiation or continuance of the arbitration proceedings shall not permit the Parties to postpone or delay the performance by the parties of their respective obligations pursuant to this Contract.

The venue of the arbitration shall be Delhi, India.

**XVI. NOTICES**

Any notice, request, or consent sought pursuant to the tender shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by speed post, email, or facsimile to such Party i.e. the THSTI or Bidder.

**XVII. TERMINATION**

The Institute may terminate the Contract, by not less than thirty (30) days' written notice of termination to the Bidder/Agency, to be given after the occurrence of any of the events specified in paragraphs (i) to (iii) of this Clause and sixty (60) days' in the case of the event referred to in (iv) below:

- i. if the Bidder/Agency fails to meet the performance obligations under the Contract.
- ii. If the Bidder/Agency becomes insolvent or bankrupt;
- iii. If the Bidder/Agency, in the judgment of the THSTI has engaged in corrupt or fraudulent practices in competing or in executing the Contract.
- iv. If as a result of Force Majeure, the Bidder/Agency is unable to perform a material/major portion of the Services for a period of not less than sixty (60) days.

**For the purpose of this clause:**

- i. "Corrupt Practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution.
- ii. "Fraudulent Practice" means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of the Purchaser.

**XVIII. Exclusive Right of the Executive Director, Translational Health Science and Technology Institute,**

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

**Signature of the Bidder/ Agency with stamp**

Witnesses:-

- 1.
- 2.

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

1. Tender Enquiry No. **THSTI/Engg./Faridabad/NABL/26-27/01** Due for opening on:

2. Name & Address of Bidder: -

**Please indicate**

3. Details of Bank Account of the bidder/Agency.

- i) Name of the Bank
- ii) Address of the Branch
- iii) Phone number
- iv) IFS Code No.
- v) Bank Account No.
- vi) Type of Account

4. Business Name and constitution of the firm. Is the firm registered under?

- i) The Indian Companies Act, 1956
- ii) The Indian Partnership Act, 1932
- iii) Any act, if not, who are the owners. (Please give full Names and Address)

5. For partnership firms state whether they are registered or not registered under Indian Partnership Act. 1932. Should the answer to this question by a partnership firm be in the affirmative please state further:

- i) Whether by the partnership agreement authority to refer disputes.
- ii) Concerning the business of the partnership to arbitration has been conferred on the Partner who has signed the tender
- iii) If the answer to (a) is in the negative, whether there is any general power of attorney executed by all the partners of the firm authorizing the partner who has signed he tender to refer dispute concerning business of the partnership to arbitration\

**Signature of witness**

Full Name and Address of Witness

Whether signing as Proprietor/ Partner

/ Constituted Attorney / duly authorized by the company

**Signature of Bidder**

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

**INCOM E TAX RETURN & PAN**

Tender Enquiry No.: -\_THSTI/Engg./Faridabad/NABL/26-27/01 Due for opening on: -

As required by this tender the copies of Documents as per details given below are being submitted: -

Details of IT Return: Copy of IT returns of F.Y. - 2022-23, 2023-24, and 2024-2025

Turn over for Financial year	2023- 2024	Rs....
	2024- 2025	Rs....
	2025 -2026	Rs ...

PAN (Attach a photocopy of PAN Card):

GST Registration No.

**Signature of the Bidder**

Name & Address with stamp

**UNDERTAKING – YEARS OF EXPERIENCE**

**Tender No. THSTI/Engg./Faridabad/NABL/26-27/01**

**Due for opening on: \_\_\_\_\_**

**Name of the Service \_\_\_\_\_**

I/ We M/s \_\_\_\_\_ hereby declare that:

1. Our agency has been in business for a period of at least .....years in Operational Qualification and Performance Qualification (OQ and PQ) with NABL certificates of -80 degree deep freezer – 40 nos. for which the quotation/ tender are submitted.
  
2. We have served in similar works i.e. provided electromechanical services in Govt./institutes/PSU or private corporate sector with over 200 users (employees, students, etc.) in the last ..... years as stated in relevant annexure.
  
3. We will be able to arrange for the required man power, material, machine and other resources for the establishment of service as per the tender term within **15** days of award of tender **(A/T)/Letter of intent (LOI)**.

**Signature of the Bidder**

**Name & Address with stamp**

## UNDERTAKING

Tender Enquiry No :-\_THSTI/Engg./Faridabad/NABL/26-27/01

.Due for opening on:

I/ We M/s \_\_\_\_\_ hereby declare that:

1. I/ we am/are agency engaged in business of providing Operational Qualification and Performance Qualification (OQ and PQ) with NABL certificates of -80 degree deep freezer – 40 nos. have examined the above mentioned tender document including amendment/ corrigendum (if any) the receipt of which is hereby confirmed.
2. I/ we do hereby offer to provide Operational Qualification and Performance Qualification (OQ and PQ) with NABL certificates of -80 degree deep freezer – 40 nos. at the prices and rates mentioned in the price bid.
3. I/we do hereby agree to provide to abide by the minimum wages act of NCR.
4. I/we have quoted rates inclusive of all statutory taxes, charges & compliances i.e. EPF, ESI etc. as applicable.
5. I/ we agree to abide by my/our offer for a period of 180 days from the date of opening of the tender.
6. I/ we have carefully read and understood all the Terms and Conditions of the Tender and shall abide by them.
7. I/we agree for the all clauses and payment terms and conditions of this tender enquiry. In case any condition put forth by us is against the terms and conditions of tender, the same shall be treated as to be having no affect whatsoever and that the tender terms and conditions shall only prevail upon such conditions, if any.
8. I/ we have necessary licenses/ authorizations for providing the Operational Qualification and Performance Qualification (OQ and PQ) with NABL certificates of -80 degree deep freezer – 40 nos. and/or obtain the same at my/our costs and expenses as and when required.
9. I/ we also declare that in case of change constitution of our firm or for any other change, merger, dissolution, insolvency etc. the same shall be immediately brought to the notice of client, in such case continuing partner, successor or administrator or permitted assign shall be responsible for discharging all the liabilities under this contract/ tender.
10. The tender document has been downloaded from the official website i.e. [www.thsti.res.in](http://www.thsti.res.in), for bidding purpose and is a true copy of the original.
11. Our firm or any other firm with similar type of operation with same or some/one of the partners/proprietors being same as of the tendering firm has not been black listed in the past by any Government/ private institution except as per the following details:-  
(If there is any case please attach the details of the same)

12. I/we also certify that that there is no vigilance/ CBI case pending against the firm/supplier/ or any other firm with similar type of operation with same or some/one of the proprietors being same as of the tendering firm except as per the following details: -  
(If there is any case please attach the details of the same)
13. I/we also certify that there is no pending case for payment/ civil liability pending against us in any of the courts except as per the following details: -  
(If there is any case please attach the details of the same)
14. I/we also certify that I have at least 03 clients with whom annual billing for similar services is not less than 15 Lacs in each case.

**Signature of the Bidder**

**Name & Address with stamp**

## LIST OF COMPLETION OF WORK

List of completion of work for Operational Qualification and Performance Qualification (OQ and PQ) with NABL certificates of -80 degree deep freezer – 40 nos. installed under Biorepository lab, THSTI, Faridabad.

S. No	Name of the client	Date of Start	Date of Completion	Scope of work	Actual contract value providing similar for services	Reference of authorized official on clients side with contact number and email address	Copy of the Completion certificates issued from the list of the clients.
1							
2							
3							
4							
5							

**Note: Keep adding in the similar manner if the list is longer**

**NOTE:**

1. Clients mean the clients presently (on the last day of bid submission) being served by service provider or were serviced in the last five years.
2. Supporting documents in the form of award of work/completion should be submitted.
3. Please highlight the clients for which the total tenure of services is more than 3 years continuously. Certificate of continuity of services with all the clients where Operational Qualification and Performance Qualification (OQ and PQ) with NABL certificates of -80 degree deep freezer – 40 nos. installed under Biorepository lab, THSTI, Faridabad.. been provided for three or more years continuously should also be attached/proof of award of work in continuity to be attached.
4. If no proof of award of work, completion of work is submitted, the evaluation committee may make its own judgment and the Bidder/ Agency may be rated poorly on this count in technical evaluation.

**Signature of the Bidder**

**Name & Address with stamp**

**Annexure-VII**

**CERTIFICATE FOR SITE INSPECTION**

Certified that we..... (Name of agency) have visited the site on dated..... and assessed the nature and amount of work involved before submitting our offer. We will be able to complete the works within the stipulated time and also certified that we will be able to supply the material/executing the Operational Qualification and Performance Qualification (OQ and PQ) with NABL certificates of -80 degree deep freezer as per specification to suit the site conditions.

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

**ENGINEER IN- CHARGE,  
THSTI**

**Signature of tenderer with Seal & Date**

**Validation Certificate of Master Equipment used for Validation and Calibration of Equipments.**

## TECHNICAL BID DOCUMENT

Sl.	Documents asked for	Page number at Which document is placed
1	One self-attested recent passport size photograph of the Authorized person of the firm/agency, with name, designation, address and office telephone numbers. If the bidder is a partnership firm, name designation, address and office telephone numbers of Directors/Partners also. Annexure-I	
2	Self-attested copy of the PAN card issued by the Income Tax Dept. with copy of Income-Tax Return of the last financial year. Annexure-III	
3	Undertaking on the letter head of Rs.100/- (Rupees one hundred only) as per format prescribed in Annexure-IV).	
4	List of Completion of work, Annexure-VI	
5	Certificate of Site Inspection, Annexure-VII	
6	Validation Certificate of Master Equipment used for Validation and Calibration of Equipment, Annexure-VIII	
7	NABL Registration Certificate, Annexure-X	
8	Self-attested copy of GST Registration	
9	Self-attested copy of valid Registration number of the firm/agency	
10	Proof of similar work experiences, since last five financial years.	
11	Non blacklist Certificate, Annexure-XI	
12	Any other documents, as required.	

**NABL Registration Certificate**

**Undertaking for non-blacklisting**

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

**UNDERTAKING REGARDING BLACKLISTING / NON - DEBARMENT**

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

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

**For  
  
Authorized Signatory**

## Scope of OQ/PQ for -80 degree deep freezers

### **1. Operation Qualification:**

1 a) Temperature Set Point (-55°C)

a1) For 8 Hour(10Sensor)

2 a) Temperature Set Point (-80°C)

a1) For 8 Hour (10 Sensor)

a2) For 24 Hour (10 Sensor)

### **2. Performance Qualification**

2a) Temperature Set Point (-55°C)

2a1. For 8 Hour (10 Sensor)

2b) Temperature Set Point (-80°C)

2b1) For 8 Hour (10 Sensor)

2b2) For 24 Hour (10 Sensor)

### **3. DTI with Sensor:**

#### **4. Recovery**

4a) For Temperature(-55°C)

1. 2 Minutes: Open door study

2. 6 Minutes: Power failure test

#### **5. Recovery**

5a) For Temperature(-80°C)

1. 2 Minutes: Open door study

2. 6 Minutes: Power failure test

## Schedule of work

### PRICE BID

**Sub: Operational Qualification and Performance Qualification (OQ and PQ) with NABL certificates of -80 degree deep freezer - 40 nos. installed under Biorepository lab, THSTI, Faridabad.**

S. No.	Description of items	Qty.	Rate (Rs.)	Amount(Rs.)
A	<b>Operational Qualification:</b> 1. Calibration at -55 degree Celsius 2. Calibration at -80 degree Celsius	40		
B	<b>Performance Qualification:</b> 1. Calibration at (-55 degree Celsius) 08 hours (10 sensor) and 24 hours (10 sensor). Recovery test (2 min and 6 min) open door and power failure test. 2. Calibration at (-80 degree Celsius) 08 hours (10 sensor) and 24 hours (10 sensor). Recovery test (2 min and 6 min) open door and power failure test.	40 40		
	<b>Total (A+B)</b>			
	<b>GST@18%</b>			
	<b>TOTAL</b>			

**Total amount in word: - ( )**

Name and Complete Address of the  
Bidder with official seal

Contact Number with e-mail ID

Date:

Place: