

(An autonomous Institute of Dept. of Biotechnology, Ministry of Science & Technology, Govt. of India)
Bioscience cluster 3rd mile stone Faridabad Gurgaon Expressway Faridabad

PHONE No. : 0129-2876421, Web Site : www.thsti.res.in

TENDER DOCUMENT NO: THSTI/Engg./Inst./Freezers/24-25/01, Dated: 10/12/2024
(Two Bid system)

TENDER FOR

**Annual Maintenance Contract for -80 degree deep freezers installed at the
NCR Biotech Science Cluster, Faridabad.**

Tender copy issued to: -----



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(NOTICE INVITING TENDER AND PRE-QUALIFICATION CRITERIA)

Tender No.-
THSTI/Engg./Inst./Freezers/24-25/01

Date: 10/12/2024

1.0 TENDER NOTICE

Online tenders are invited on behalf of the Executive Director, THSTI under Two-Bid System (Technical bid and Financial bid) for the work: “**Annual Maintenance Contract for -80 degree deep freezers installed at the NCR Biotech Science Cluster, Faridabad. Off-line/physical bids shall not be accepted and no request will be entertained on any ground/reason.**”

NOTICE INVITING TENDER

| | |
|----------------------------------|---|
| Website Url : | https://eprocure.gov.in/ https://THSTI.res.in |
| Address: | Translational Health Science Technology Institute, NCR Biotech Science Cluster, 3rd Milestone, Faridabad-Gurugram Expressway, Faridabad - 121001, Haryana |
| Contact Details | Engineer (IEE), THSTI, Phone: 0129-2876421 |
| Name Of Work | Annual Maintenance Contract for -80 degree deep freezers installed at the NCR Biotech Science Cluster, Faridabad. |
| Estimated cost | Rs.1510988/- |
| Earnest Money | Rs.30219/- needs to be deposited Online through e- tender portal. |
| Tender Processing fees | Rs. 500/- to be deposited online through e-tender portal. |
| Tender Uploading Date | 10-12-2024: 2:00 P.M. |
| Pre bid meeting | 13-12-2024: 2:00 P.M. |
| Tender Closing Date & Time | 31-12-2024: 03:00 P.M. |
| Date of Opening of Technical bid | 01-01-2025: 02:00 P.M. |
| Date of Opening of Financial bid | Will be notified/uploaded on CPP Portal |

2.0 PRE QUALIFICATION CRITERIA

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

One similar work of value not less than Rs.12.08 Lakh in the last 7 years
OR
Two similar works each of value not less than Rs.9.06 Lakh/- in the last 7 years
OR
Three similar works of value not less than Rs.6.04 Lakh the last 7 years ending on previous day of last day of submission of tender

(i.e. Similar work means **Annual Maintenance Contract for scientific equipment's including 4 degree, -20 degree and -80 degree deep freezers and other equipment's in any other Govt. Department universities, Biotech companies, Research institution & pharmaceutical laboratories or reputed private sector laboratories during last seven years**). Self-attested copies of the completion certificates issued by the Executive Engineer/Head of department/ owner are required to be enclosed with the technical bid. The tenderer should also give complete details of the concerned authority such as name with designation, valid address, telephone/ mobile number with STD Code, etc. The completed works will be open to inspection and in case works is not up to the standard, the tender will summarily be rejected & no queries will be entertained in this regard. Refer "Annexure-IV".
- III. Average annual financial turnover should be at least Rs.7.55 Lakhs during the immediate last three consecutive financial years.
- IV. The bidder shall have minimum solvency of Rs.6.04 Lakhs. Solvency certificate from the Bidder's Banker shall be submitted.
- V. The firm should have not been blacklisted, debarred, declared nonperformer or expelled from any work of Union Government/ State Governments/ PSUs etc. during the last 5 years. They should also submit a self-declaration on its letter head for the same. The firm should also provide information regarding litigation / arbitration cases for the last five years as per Annexure-V.
- VI. The tenderer may visit / examine the site and its surrounding to assess the accessibility and assess the scope of work before submitting their offer. No claims later on shall be entertained. The tenderers shall arrange & maintain at his own cost all materials, T & P, Water and facility for workers for executing the work.

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

3.0 Registration Process

- I. Bidders to enroll on the e-Procurement module of the CPP portal by clicking on the link “Bidder Enrollment”. Enrolment on the CPP Portal is free of charge.
- II. Bidders to register upon enrolment their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India with their profile.
- III. 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 DSCs to others which may lead to misuse. Foreign bidders are advised to refer “DSC details for Foreign Bidders” for Digital Signature requirements on the portal.
- IV. 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.

4.0 Tender Documents Search

- I. Various built in options are available in the CPP Portal to facilitate bidders to search active tenders by several parameters. These parameters include Tender ID, organization, location, date, value, etc.
- II. 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 Online Portal.
- III. 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 Online Portal to intimate the bidders through SMS / e- mail in case there is any corrigendum issued to the tender document.
- IV. 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.

5.0 Bid Preparation

- I. Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- II. Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid.
- III. 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.
- IV. 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 formats. Bid documents may be scanned with 100 dpi with black and white option.
- V. Copy of constitution or legal status of the bidder manufacturer / Sole proprietorship / firm / agency etc.
- VI. Experience Certificates for two or more similar works in last 07years.

VII. Copy of PAN Card / GST Registration.

VIII. Brochure, original technical catalogue with detailed specification and picture of the product offered, if relevant.

IX. Earnest Money Deposit: The bidder will be required to deposit the Earnest Money Deposit (**EMD**) for an amount of Rs.30219/- **through Online portal.**

X. Specification: The Contractor must confirm in writing that the goods supplied & installed by them shall be as per specification of goods and in case of any variation, the contract shall be liable to cancel immediately.

6.0 Bid Submission

- I. Bidder to log into the site well in advance for bid submission so that he/she 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.
- II. The bidder to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- III. Bidder to select the payment option as Online” to pay the tender fee/ EMD wherever applicable and enter details of the instrument.
- IV. A standard BOQ format (proforma of price bid) has been provided with the tender document to be filled by all the bidders. Bidders to note that they should necessarily submit their financial bids in the prescribed format and no other format is acceptable.
- V. 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.
- VI. All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data, which cannot be viewed by unauthorized persons until the time of bid opening.
- VII. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- VIII. Upon the successful and timely submission of bids, the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- IX. Kindly add scanned PDF of all relevant documents in a single PDF file of compliance sheet.

7.0 Assistance to Bidders

- I. Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- II. Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk.

KINDLY NOTE THAT ONLY ONLINE BID WILL BE CONSIDERED AGAINST THIS TENDER. Further, requests for postponement will not be entertained. Bids sent by post/Fax/email bids shall be rejected straightway. Executive Director, THSTI reserves the right to accept/ reject any or all tenders either in part or in full without assigning any reasons there for.

Corrigendum/amendments etc., if any, will be notified only on the THSTI web site and CPP Portal, no separate advertisement will be made for the same. All prospective bidders are therefore advised to regularly visit the web site of THSTI and CPP Portal for any future information or update.

Signature and seal of the Authorized Signatory of the bidder

INSTRUCTION TO BIDDERS

- I. The Tenderer should sign and stamp each page of the tender documents.
- II. The Tenderer may furnish any additional information, which he thinks is necessary to establish his capabilities to successfully complete the envisaged work. He is however, advised not to furnish superfluous information. No information shall be entertained after submission of tender documents unless it is called for by the THSTI.
- III. Any information furnished by the tenderer found to be incorrect either immediately or at a later date, would render him liable to be debarred from tendering/taking up of work in THSTI.
- IV. Any variation in the terms and conditions of the general/special conditions for payment, tender fees, security deposit, etc. is not acceptable to THSTI and such tenders will be rejected straight away.
- V. THSTI reserves the right to award the contract in full or in part as per the decision of the competent authority
- VI. THSTI is not responsible for any delay in receipt of the application / receipt of tender documents etc. It is the responsibility of tenderer to make sure that the tender is uploaded in time.
- VII. The contractor has to mention contact no. and the person to be contacted in case of any query.
- VIII. The tenderer shall attach the copy of PAN Card, Goods and Services Tax Registration.
- IX. Acceptance of tender shall rest with the THSTI, which shall not be bound to accept the lowest tender and reserves to itself the right to reject any or all tenders received without assigning any reasons therefore.
- X. Incomplete tenders are liable to be rejected.
- XI. Any bid received after the deadline for submission of bids, will be rejected.

Engineer in-charge

Signature of tenderer with seal & date

Technical Bid

Check List of Certificates/Documents required to be submitted in the Technical Bid

If these documents are not submitted /conditions not met, the quotation shall be summarily rejected and no further correspondence, in this regard, shall be entertained.

| S. No | Description | Technical Compliance (Yes/No) |
|-------|--|-------------------------------|
| 1. | Undertaking for adherence of Two-Bid System. (Non-violation of Two-Bid System) | |
| 2. | Clarification with regard to manufacturer or their accredited agent. | |
| 3. | Undertaking for the submission EMD/bid amount along with the bid. | |
| 4. | GST registration certificate | |
| 5. | EMD Cost | |
| 6. | Tender Fee | |
| 7. | Fall clause declaration | |
| 8. | Non-black listing declaration | |
| 9. | Declaration reg. Proprietorship/partnership/ Pvt. Limited firm | |
| 10. | Undertaking for adherence & acceptance to all Tender Terms | |
| 11. | The Firm/office/service Centre (Address proof) | |

(To be submitted on Company Letter Head).

AUTHORIZATION LETTER

We _____ (name of the bidder) hereby authorize Shri / Smt. _____
(name of the authorized person) to sign and submit the bid to THSTI, Faridabad against their
tender No.: _____ Date: _____

Shri / Smt. _____ (name) is also authorized to negotiate the terms and conditions
pertaining to the said tender on behalf of M/s _____ (name of bidder). The
specimen signature of Shri / Smt. _____ (name) is appended below.

Specimen Signature:
Name: _____

The undersigned is authorized to delegate the authority on behalf of M/s _____
(name of bidder), as stipulated above.

For _____
(name of bidder)

TENDER ACCEPTANCE LETTER

(To be submitted on Company Letter Head).

Date:

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

SUB: Acceptance of Terms & Conditions of Tender.

Tender Reference No: -----

Name of Tender / Work: “Annual Maintenance Contract for -80 degree deep freezers installed in THSTI
at NCR Biotech Science Cluster Faridabad.

Dear Sir,

2. I / We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site(s) namely: www.THSTI.res.in, <https://dbt.euniwizarde.com> as per your NIT / advertisement, given in the abovementioned website(s).
3. I / We hereby certify that I / We have read the entire terms and conditions of the tender documents (including all documents like annexure(s), schedules(s), etc.), which form part of the contract agreement and I / We shall abide hereby by the terms / conditions/ clauses contained therein.
4. The corrigendum(s) issued from time to time by your department / organization too has also been taken into consideration, while submitting this acceptance letter.
5. I / We here by unconditionally accept the tender conditions of above mentioned tender document(s) /corrigendum(s) in its totality/ entirety.
6. I / We do hereby declare that our Firm has not been blacklisted / debarred by any Govt. Department/Public sector undertaking.
7. I / We certify that all information furnished by our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/organization shall without giving any notice or reason therefore or summarily reject the bidder terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the fully said earnest money deposit absolutely.

Yours Faithfully,
Authorized Signatory.
(Signature of the Bidder, with Official Seal)

Fall Clause Declaration

Ref: FileNo.:-----

Date :

Name of Work: Annual Maintenance Contract for -80 degree deep freezers installed in THSTI at NCR
Biotech Science Cluster Faridabad.

This is to certify that we have offered the maximum possible discount to you in our Quotation
/bid No.____dated_____.

The prices charged for the stores supplied under Rate Contract should under no event be higher than lowest prices at which the party sells the items of identical description to any other Govt. organization/PSU's/Autonomous bodies/Pvt. Organizations during the period ofcontract failing which the "FALL CLAUSE" will be applicable.

In case, if the price charged by our firm is more, THSTI Faridabad will have the right to recover the excess charged amount from the subsequent/unpaid bill of the supplier.

Seal and Signature of the Bidder

Note: This letter of authority should be on the letterhead of the quoting firm and should be signed by a person competent and having the power of attorney to bind the same.

NON-BLACK LISTING DECLARATION

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

Date:

GENERAL CONDITIONS OF CONTRACT

1.0 General Conditions:

- i. The Performance Security Deposit amount, 5% of tender value must be deposited by successful bidder within 07 days of award of work in the form of Demand Draft/Bank Guarantee/ FDR, from Nationalized/scheduled bank valid up to 15 Months (12 Months for execution of work 1 year + 3 Months extra) from issue of work order, drawn in favour of “Executive Director, Translational Health Science and Technology Institute”, Payable at Faridabad.
- ii. The Security Deposit @ 5% of work value will be deducted from each running bill, which will be released after completion of work.
- iii. The Security Deposit along with performance security will be released after the expiry of the contract period work i.e. (12 Months).
- iv. The terms ‘Contract document’ means the Notice Inviting Tender, Tender form, Instructions to bidders, Special Conditions, General Conditions of Contract, Specifications, Price Schedule and Drawings and Articles of Agreement.
- v. “THSTI” shall mean Translational Health Science and Technology Institute with its present office at 3rd mile stone Faridabad - Gurgaon Expressway Haryana121001.
- vi. The Contractor shall mean the sole proprietor, or firm or company whether incorporated or not, undertaking the works and shall include the legal representative or such individual successors, heirs, administrators or assignees of such sole proprietor, firm or company, as the case may be or the persons composing such firm or company of the successors of such firm or company and the permitted assignees of such individual or firms or company.
- vii. Officer in-charge/Engineer in-charge/Client shall mean the officer designated by the Executive Director, THSTI who shall supervise and shall be in charge of the work, and issue necessary instructions at site, on behalf of THSTI.
- viii. Failure of the successful contractor to lodge the required performance guarantee shall constitute sufficient grounds for the annulment of the Award and forfeiture of the Bid Security, in which event the THSTI may make the Award to the next lowest evaluated tenderer or, if there are no other tenderer, call for new bids.
- ix. In the event of breach of contract by the contractor, the performance guarantee will liable to be forfeited by THSTI.
- x. All types of Spares and accessories should be available with the vender for quoted bid.
- xi. Firm must have proper workshop to cater to repair of equipment with technical support and test & tooling infrastructure for general, electro-mechanical, electronic, optical and other allied repairs of equipment/instruments. Besides, the firm must have devices/equipment for calibration of equipment which should be certified by an accredited laboratory proof of which must be submitted with the technical bid. No additional cost will be paid for calibration and other safety documentation.

- xii. The manufacturers or their authorized service agents/authorized dealer of the equipment, special experience in repair of specific equipment installed in Lab may be accorded preference in award of tender at the discretion of the officer in charge.
- xiii. The bid shall be valid for a period of 180 days whereas the rates quoted shall be valid for 01 years from the date of award of work.
- xiv. Repair should be conducted as per standard accepted guideline for equipment repair.
- xv. AMC holder is free to take precautionary measures for assigned equipment in order to maintain the integrity of components of equipment.
- xvi. Rates should be quoted for each item separately and it should not be for all the equipment as a whole on grouping basis as AMC/Each time repair of all equipment (as applicable) shall be decided on stand-alone/singularity basis.
- xvii. The tenderer is required to submit an undertaking as per the Performa enclosed along with contract.
- xviii. Tax rate should be mentioned along with rates separately.
- xix. The bidder shall have to provide two Regular preventive maintenance services including work as per BOQ in a year, besides attending any number of calls as and when required. AMC holder should also calibrate equipment free of cost at regular intervals including maintenance and upgradation of software, TMS system.
- xx. Each and every complaint /call will be attended within 24 hours, failing which next successful bidder(s) and/or other outside firms/companies can be approached to repair the machines/equipment at the risk and cost of the firm to which the AMC has been originally awarded. In case any equipment witnesses break-down for more than 120 hours for want of visit and/or non submission of estimate, a penalty of 2% of the total cost of the AMC of the equipment per week may be levied till it is repaired and final acceptance certificate is issued by the department concerned with the exception in condition of Force Majeure.
- xxi. Repair should be done in the THSTI premises at Faridabad, as far as possible. If it is necessary to take to equipment to the work- shop proper written permission or gate pass should be obtained from competent Authority. The equipment/ instrument shall be returned under all cases within a week of its removal from the premises, otherwise it is the responsibility of the bidder/ firm to provide an alternative arrangement at their cost.
- xxii. Firm's representative/engineer shall be required to specify which spare parts need to be changed/replaced on the service report before leaving the premises. Agency is bound to submit estimate of spares need to be change within 48 hour of inspection in THSTI.
- xxiii. Payment will be made on quarterly basis, after submission of bills in triplicate along with satisfactory service report in triplicate duly verified by the HOD or I/C of user unit. The respective/ Mfd. Company invoice in details to confirm the genuineness of spare and price.
- xxiv. Annual Maintenance contract would be continued subject to the satisfaction of the officer in charge and may be terminated at any time without assigning any reason.
- xxv. It may also be noted that there should be no negligence in providing services of any type, if any, complaint is received the contract will be terminated with immediate effect.
- xxvi. Repairs to be undertaken should be within specified configuration and maintaining the integration on internal circuit of equipment, any deviation on configuration/ specification the repair will not be

acceptable. After repairs, a certificate to the effect that the equipment is in working order and safe for patient care and non-hazardous for the handler shall be submitted by the AMC holder.

- xxvii. In case, the contractor notices any part of the equipment missing, the same shall be brought to the notice of the officer In-Charge and HOD, otherwise responsibility for the same will be fixed on the AMC holder/contractor.
- xxviii. Firm has to provide warranty/guaranty on replaced spare for 6 (six) months at least.
- xxix. Firm is responsible to provide electrical and patient safety certificate after major repair of equipment which are used for direct patient care.
- xxx. Photocopy of Service Tax No and PAN No. should be enclosed with the tender.
- xxxi. Tender forms are not transferable and subletting of AMC is not allowed.
- xxxii. The quotation should be unconditional.
- xxxiii. Any act on the part of the contractor to influence anybody in the THSTI premises shall make his tender liable for rejection.
- xxxiv. In the event of any breach/violation of conditions of the contract, security money is liable to be forfeited.
- xxxv. The interested bidders may inspect the equipment/instruments being put to the tender for the maintenance may inspect the same from 10.00 AM to 3.00 PM on any working week day – with the aid of AMC Cell of the hospital-to satisfy themselves about the condition thereof. Submission of the tender in itself would be a presumption that the equipment/instruments were inspected and the bidders have understood and accepted all the terms and conditions.
- xxxvi. Contract holder will not be allowed to sublet the work to any other agency.
- xxxvii. **If any Tenderer fails to fulfill the above terms or violate any above terms his tender will be rejected summarily without assigning any reason or justifications.**
- xxxviii. The quantity mentioned against each items in BOQ is provisional and liable to change. However, the exact quantity will be intimated at the time of award of contract.
- xxxix. AMC Contract will be valid for only **one years** from date of award which can be extended for further period up to 03 years as per approval from the competent authority.
 - xl. Lowest rates certificate should have submitted by the firm in respect to AMC rates as well as spares rate also.
 - xli. Company should submit a letter mentioning the person deputed/ representative is authorized on behalf of company stating the name of person, address and designation by competent authority.

2.0 Other Terms:

Co-ordination

Work shall be carried out in such a manner that the work of other agencies operating at the sites not hampered due to any action of the contractor. Proper co-ordination with other agencies will be contractor's responsibility. In case of any dispute the decision of THSTI shall be final & binding on the contractor.

Clearance of Site

The contractor shall have to remove all waste (Malba) and other unwanted material from site of work before handing over the installation to the THSTI. The work shall not be treated as complete in all respects unless these requirements are fulfilled by him. In the event of contractor failing to do so, the THSTI shall have right to get the site cleared at the cost of contractor.

Compliance with labour laws and other laws

The Contractor shall abide by the Contract Labour, (Regulation and Abolition) Act 1970, and Contract Labour (Abolition and Regulation) Central rules 1971. The Contractor shall comply with the provisions of Payment of Wages Act 1936, Minimum Wages Act 1948, Employees Liability Act 1938, Workmen's Compensation Act 1923, Industrial Disputes Act and other applicable regulations and other labour laws Contract Labour as mentioned below as applicable amended up to date:

- 1) Industrial Disputes Act.
- 2) Industrial Establishment (Standing orders) Act.
- 3) Trade Unions Act.
- 4) The Factors Act.
- 5) Employees Provident Fund & Miscellaneous Provision Act.
- 6) Employees State Insurance Act. Workmen's Compensation Act.
- 7) Payment of Gratuity Act.
- 8) Minimum Wages Act.
- 9) Payment of Wages Act.
- 10) Equal Remuneration Act.
- 11) Payment of Bonus Act.
- 12) National / Weekly Holiday Act.
- 13) Inter-state Migrant Workmen (Regulation of Employment and of service conditions) Act.

In case, THSTI is made liable to pay any amount to any third party due to non-observance of any of the statutes/law as mentioned above, the same will be adjusted from any future payment due payable to the contractor or from performance s guarantee available with THSTI.

Safety code, Labour Camps Sanitary Arrangements

The Contractor shall follow the Safety Code and Model Rules for the Protection of health and Sanitary arrangement for Workers as prescribed by the CPWD as regard to safety code and first aid facilities. In case, the Contractor fails to make the aforesaid arrangement, the Executive Director THSTI shall be entitled to do so at the risk, responsibility and cost of the Contractor. Determent panel and legal action shall be taken in the event of any failure on the part of the contractor to discharge the safety obligations which are laid down in the contract.

Payment of wages by the contractor

The Contractor shall directly pay to labour employed by him and shall be solely responsible for following all Government rules and regulations applicable for employment.

Removal of Person

The Client may require the Contractor to remove from the site of the work any person or persons in the Contractor's employment who may found to be incompetent or due to misconduct and the Contractor shall forthwith comply with such requirement /

instructions.

Watch and Ward

The contractor shall be responsible for watch and ward of all the works and various materials till complete handing over the works to the THSTI.

Guarantee Clause

- I. The contractor shall guarantee that all the material and components supplied and installed by him shall be free from defects due to faulty, material or workmanship.

Price fall Clause

If at any time during the validity of the work the tenderer supplies such equipment's/stores as are under this tender enquiry, to any other organization at a price lower than the price quoted under this contract, he shall forthwith reduce the price payable under this tender for the equipment's/ stores being supplied from the date of coming into force of such reduction, the price of equipment's/ stores shall stand correspondingly reduced.

In case of increase in market prevailing prices of the materials if claimed by the supplier, no price escalation will be payable.

Other Condition to Be Adhere by Tenderer

- I. The material should be got approved before start of work and open to site inspection
The contractor shall clear the site after completion of work in all respects.
- II. All the material used shall be one of the stipulated makes as per approved list of material.
- III. The contractor shall comply with safety codes for Fire precaution, health requirement, scaffolds & ladders etc.
- IV. No T & P shall be issued by THSTI.
- V. All dismantled material for which credit is not being given in the tender shall be handed over to the site engineer stored at proper place.
- VI. Contractor shall be fully responsible for safety of his workers and in case of any accident / mishap the entire responsibility shall be on the contractor.
- VII. The work shall be executed without any loss / damage to the THSTI's properties.
- VIII. The picture provided in the specification is for illustration purposes only and not to scale.

Termination

Being a standing offer, the work can be terminated from either side by serving one month's notice to the other party. However, all the orders placed before the date of serving of such notice will be valid and binding on both the parties. Further, the orders placed under the work can also be terminated individually and the same will not lead to automatic termination of work unless so specified.

Termination of work order.

Notwithstanding anything elsewhere provided herein and in addition to any other right or remedy available to THSTI under the work or otherwise including right of THSTI to claim compensation for delay, THSTI may, without prejudice to his right against contractor in respect of any delay, bad workmanship or otherwise or to any claims for damage in respect of any breaches of the contract and without prejudice to any rights or remedies under any of the provisions of this work or otherwise and whether the date for completion has or has not elapsed by intimation in writing, absolutely determine and terminate the Contract.

Default or failure by the contractor in any of the under mentioned cases, including but not limited to the following shall be the basis of taking action under this clause of the contract.

- 1) Failure to provide at the job site, sufficient labor, material, equipment, machinery, and / or facilities, required for the proper and / or due execution of the work or any part thereof:
- 2) Failure to execute the works or any of them in accordance with the contract.
- 3) Disobedience of any order or instruction of the Engineer-in- charge.
- 4) Negligence in carrying out the work or carrying out of work found to be unsatisfactory by the Client.
- 5) Abandonment of the works or any part thereof.
- 6) If the Contractor misconduct in any manner.
- 7) Delay in execution of work, which in opinion of Client shall delay the completion of work beyond the stipulated date of completion.
- 8) Distress, execution, or other legal process being levied on or upon any of the Contractors goods and /or assets.
- 9) Death of Contractor (if an individual)
- 10) If the Contractor of any person employed by him shall make or offer for any purpose connected with the contract any gift, gratuity, royalty, commission, gratification or other inducement (whether money or in any other form) to any employee or agent to THSTI.

The decision of the Executive Director, THSTI as to whether any of the events/ contingencies mentioned in aforesaid clauses entitling THSTI to terminate the contract has occurred shall be final and binding upon the Contractor. The jobs left however by the Contractor shall be got done at his risk and cost through the other agencies and the Contract shall be determined accordingly.

Force Majeure

The right of the contractor to proceed with the work shall not be terminated because of any delay in the completion of the work due to unforeseeable causes beyond the control and without the fault or negligence of the contractor, including but not limited to acts of god, or of the public enemy, restraints of a sovereign state, floods, unusual severe weather conditions.

Arbitration

Any claim, dispute or difference arising out of or in connection with this agreement and which cannot be settled by mutual consultations, shall be referred to sole Arbitration or an Arbitrator to be appointed by mutual consultations. The award of the Arbitrator shall be final and binding between the parties as per the

terms and conditions of the Agreement to be executed on award of contract. The Arbitration proceedings shall be governed by the Arbitration and Conciliation

Signature and seal of the Authorized Signatory of the bidder

APPLICATION FORM

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

Date: _____

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

Sirs,

1. Being duly authorized to represent and act on behalf of (hereinafter referred to as “the Applicant”) and having reviewed and fully understood all the pre- qualification information provided, the undersigned hereby applies to be pre- qualified by yourselves as a tenderer for award of work(s) for Annual Maintenance Contract for -80 degree deep freezers installed in THSTI at NCR Biotech Science Cluster Faridabad.

Attached to this letter are copies or original documents defining:

- (a) the applicant’s legal status
 - (b) the principal place of business
 - (c) the place of incorporation (for applicants who are corporations) or the place of registration and the nationality of the owners (for applicants who are partnerships or individually owned firms)
 - (d) Annexure no. II to IX.
2. Your agency and its authorized representatives are hereby authorized to conduct any inquiries or investigations to verify the statements, documents and information submitted in connection with this application, and to seek clarification from our bankers and clients regarding any financial and technical aspects. This letter of application will also serve as authorization to any individual or authorized representative or any institution referred to in the supporting information, to provide such information deemed necessary and requested by you to verify statements and information provided in this application, or with regard to the resources, experience, and competence of the Applicant.
 3. Your agency and its authorized representatives may contact the following persons for further information on general, personnel, technical and financial enquiries.

Contact 1: Name, email and Phone no.

Contact 2: Name, email and phone no.

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

Signed and sealed, Name

For and on behalf of.....

GENERAL INFORMATION

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

Signature and seal of the Authorized Signatory of the bidder

FINANCIAL CAPABILITY

| Financial Year | Annual Turn Over in Indian Rupees (or equivalent to Indian Rupees) as per Audited Balance Sheet |
|----------------|---|
| 2021-22 | ₹ |
| 2022-23 | ₹ |
| 2023-24 | ₹ |

NOTE: The above data is to be supported by audited balance sheets

1. Attach copies of audited balance sheets duly certified by the chartered accountant for all three years (2021-22, 2022-23 & 2023-24). Audited Balance sheet should mention the membership number of chartered accountant issued by ICAI along with full address.
2. Attach recent solvency certificate from bankers. The certificate should be not more than one-year- old from the date of submission of bid.

Signature and seal of the Authorized Signatory of the bidder

EXPERIENCE OF COMPLETION OF PROJECTS OF SIMILAR NATURE & COMPLEXITY

(During last seven years ending last day of month previous to the one in which applications are invited)

| Sl. No. | Name of work/project and location | Owner or sponsoring organization | Cost of work in Lacs | Date of commencement as per contract | Stipulated date of completion | Actual date of completion | Name and address/ telephone number of officer to whom reference maybe made | Remarks |
|---------|-----------------------------------|----------------------------------|----------------------|--------------------------------------|-------------------------------|---------------------------|--|---------|
| | | | | | | | | |
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| | | | | | | | | |

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

Signature and seal of the Authorized Signatory of the bidder

LITIGATION DETAILS (COURT CASES/ARBITRATION)

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

Signature and seal of the Authorized Signatory of the bidder

CERTIFICATE FOR SITE INSPECTION

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

Address of site: -

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

Signature and seal of the Authorized Signatory of the bidder

FORM OF AGREEMENT

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

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

Now this Agreement witnessed as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz:
 - (a) The Letter of Award;
 - (b) The said Bid;
 - (c) The General Conditions of Contract;
 - (d) Prequalification document
 - (e) Instructions to Tenderers and Specific Conditions of Contract;
 - (f) The Specification;
 - (g) The Drawings;
 - (h) The Priced Bid
 - (i) Any other relevant documents referred to in this Agreement or in the aforementioned documents
3. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any defects therein in conformity in all respects with the provisions of this work.
4. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects therein the Contract Price or only such other sums as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract

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

Signed, Sealed, and Delivered by the Said

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

In the presence of:-

Witness (1):

Witness (2):

SCHEDULE OF CONTRACT

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

Signature and seal of the Authorized Signatory of the bid

