



**PASTEUR INSTITUTE OF INDIA
COONOOR-643 103 (NILGIRIS)**

(Autonomous Institute under the Ministry of Health & Family Welfare,
Govt. of India, New Delhi)
Ph.0423 2231852, Fax - 0423-2231655, Email: purchasepiic@gmail.com

**LIMITED TENDER NOTIFICATION FOR THE SUPPLY
OF SODIUM HYPOCHLORITE**

BID REF.NO.PIIC/TENDER/001/2022-23 DATED 26/04/2022

INTRODUCTION OF THE COMPANY

The Institute started functioning as Pasteur Institute of Southern India, on 6th April 1907 and the Institute took a new birth as The Pasteur Institute of India (registered as a society under the societies Act 1860) and started functioning as an autonomous body under the Ministry of Health and Family Welfare, Government of India, New Delhi since the 10th of February, 1977. A governing body manages the affairs of the Institute. The Institute is a charitable organization working on a no profit-no loss basis.

Pasteur Institute of India (PIIC), Coonoor is one of the leading organization which are into the production of Antirabies Vaccine and DPT group of Vaccines for the EPI programme of Govt. of India.

The scope of supply involved is detailed in the subsequent paragraphs and is precise to the extent possible.

SCOPE OF SUPPLY

The scope of supply is **Supply of Sodium Hypochlorite LR as detailed below:-**

S.No	Name of the item	Quantity
01.	Sodium Hypochlorite LR Grade (Chlorine Percent 5%)	1750 Litres (approx) Per annum

DETAILS REGARDING IMPORTANT DATES ARE AS FOLLOWS:

S.No.	Description	Schedule
i.	Closing date & time for receipt of Tender	17/05/2022, 15.00 Hrs
ii.	Time and date of opening of Bids	17/05/2022, 15:30 Hrs
iii.	Venue of opening of Tender	PASTEUR INSTITUTE OF INDIA, COONOOR.

The successful tender has to supply the items as per the following schedule.

Chemical name	Period	Requirement in Quarterly wise
Sodium Hypo Chlorite	Quarter -01	440 Litres
	Quarter – 02	440 Litres
	Quarter – 03	435 Litres
	Quarter – 04	435 Litres

The above quantity may vary depending upon our actual requirement.



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1. INSTRUCTION TO BIDDERS

The bids to be submitted in a sealed cover. The bid should be forwarded strictly in a **sealed manner** by mentioning on the top of the cover as "**Tender for the Supply of Sodium Hypochlorite due on 17/05/2022 by 15.00 Hrs.**" without fail. The Tender Reference Number should also be mentioned on the cover without fail. The tenders must reach the "**Director, Pasteur Institute of India, Coonoor-643 103**" not later than 15.00 Hrs on 17/05/2022.

- 1.1 Bidders can send their queries and clarifications to address given in clause 1.2 or by email purchasepiic@gmail.com, up to three days prior to the due date of bid submission.
- 1.2 Bids shall be addressed by designation only to:
The Director
Pasteur Institute of India,
Coonoor – 643 103
Nilgiris, Tamilnadu
- 1.3 Due date of submission of the bid will be on **17/05/2022, upto 15:00 Hrs.** The bid will be opened on the same day at **15:30 hrs** in the presence of tenderers or their authorized representatives who wish to be present.
- 1.4 The tenders once submitted shall remain valid upto 120 days and the tender will not be entitled to withdraw the tenders or to suggest any change therein within the said period.
- 1.5 The tender submitted through Email or Fax will not be considered.
- 1.6 Canvassing in any forms entails the tenderers disqualification.
- 1.7 The tenderer should have atleast 5 years experience in supplying the said to any of the Pharmaceutical companies and proof of the same must be enclosed along with the tender for qualifying the tender participation.
- 1.8 Tenders should contain complete technical specification, make, catalogue No to facilitate evaluation.
- 1.9 This Institute will not in any case be responsible for any delay on the part of postal/courier people for late delivery of the tenders.
- 1.10 All pages should be duly signed by authorized signatory with company seal.
- 1.11 Non compliance of terms and conditions by successful tenderer will lead to black listing and suspension of the tenderer.



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- 1.12 PIIC reserves the right to award the contract to deserving parties either in full or in parts. The decision of PIIC is final and unquestionable.
- 1.13 The bidder should not be under liquidation, court receivership or similar proceedings should not be bankrupt. **Bidder to submit undertaking to this effect along with bid.**
- 1.14 PIIC reserves the right to increase or decrease the quantity to be ordered at the time of placement of order. Tenderers are bound to accept the orders accordingly.
- 1.15 **01 x 05 Liter of the above chemical with COA should be sent as sample along with tender without fail. Tender without samples will not be considered.**
- 1.16 **The chemical will be purchased by PIIC as per the supply schedule mentioned in the tender or as per our actual requirement. Separate purchase orders will be released.**
- 1.17 **Successful bidder shall supply the above items from latest batch and long expiry.**
- 1.18 **The rates should be valid for ONE YEAR from the date of finalization of tender.**

2. Mode of submission of Tenders:

- a. **Tender Cost/Tender fee: NIL**
- b. **EMD: NIL**
- c. **Performance Security: As per Clause '9' below**

2.1 DOCUMENTS TO BE SUBMITTED ALONG WITH THE BID

- a. Format for submission to be submitted as per Annexure I
- b. Schedule of requirement to be submitted as per Annexure II
- c. Bid form to be submitted as per Annexure III
- d. Manufacturer's Authorization Form to be submitted as per Annexure IV
- e. Bid Security Declaration Form to be submitted as per Annexure V

3. Minimum Eligibility Criteria

- 3.1 The Tenderer has to be a manufacturer or authorized dealer of the Schedule item. In case of authorized dealer / agent, the Manufacturer's Authorization certificate / Form (as shown in Annexure – IV of the tender document) received from the Manufacturer to be attached.

4. Bid Evaluation



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Bid determined to be substantially responsive will be checked by PIIC for any arithmetic errors and the same will be corrected as follows:

- a. Where there is a discrepancy between the rates in figures and in words, the rates in words will prevail.
- b. Where there is a discrepancy between the unit price and the total price resulting from the multiplying the unit price by the quantity, the unit price as quoted shall prevail.
- c. The tenderer supplying indigenous goods or already imported goods shall quote only in Indian Rupees.

5. Tender Price & Documents

- a. The rates should be strictly offered in Indian Rupee.
- b. The price of the goods should be quoted strictly on **FOR PII COONOOR basis**.
- c. Any sales or other taxes and any duties, which will be payable on the goods in India, should be borne by the supplier if the contract is awarded.
- d. Charges towards Freight, Packing & Forwarding, Inland Transportation, Insurance (local transportation and storage) would be borne by the Supplier from their warehouse to the PIIC.

FOR PII COONOOR price only will be considered for comparison and evaluation.

6. EXEMPTIONS/FORMS

- 6.1 PIIC will not be giving any duty exemption, GST Concession form.
- 6.2 The tenderers who are currently registered and, also, will continue to remain registered during the tender validity period with Directorate General of Supplies & Disposals or with National Small Industries Corporation, New Delhi shall be eligible for exemption from EMD. In case the tenderer falls in these categories, they should furnish copy of the valid registration details (with DGS&D or NSIC, as the case may be).



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7. REJECTION OF BIDS

Notwithstanding the above conditions, PIIC reserves the right to accept or reject any offer, and to annul the tender process and reject all offers, at any time prior to award of Contract without thereby incurring any liability to the affected Bidder or Bidders or any obligations to inform the affected Bidder or Bidders of the grounds for PIIC action.

8. NOTIFICATION OF AWARD

- 8.1 Prior to the expiry of the period of offer validity prescribed by PIIC, PIIC will notify the successful Bidder, that his offer has been accepted. The purchase order will be issued to the successful bidder. No correspondence will be entertained by PIIC from the unsuccessful Bidders.
- 8.2 Upon selection of the successful bidder PIIC will promptly notify the same to successful Bidder through a Purchase Order.

9. PERFORMANCE SECURITY

- 9.1 Successful tenderer will have to furnish Performance Security @ 5% of the total contract value in the form of a Demand Draft drawn in favor of *The Director, Pasteur Institute of India, Coonoor payable at any Nationalized Bank in Coonoor, Nilgiris.*
- 9.2 Failure of the successful Bidder to furnish the required Performance Security shall constitute sufficient grounds for the annulment of the award of Contract and shall forfeit the Performance Security.
- 9.3 Forfeiture of Performance Security:

In case, the Contractor/ Bidder fails to complete the supply, PIIC, without prejudice to rights and remedies available under the contract, shall forfeit and en-cash the Performance Security.



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TERMS AND CONDITIONS

1. DEFINITION:

- 1.1. For the purpose of this contract, the following words and expressions shall have the meaning hereby assigned to them except where the context otherwise requires:-
- a. "PIIC" means Pasteur Institute of India, Coonoor, which expression shall unless excluded by or repugnant to the context include PIIC's representative.
 - b. "Contractor/ Bidder" Means successful lowest bidder.
 - c. "Earnest Money Deposit" (EMD) means Bid Security/ monetary or financial guarantee to be furnished by a tenderer along with its tender.
 - d. "Consignee" means the organization/person to whom the goods are required to be delivered as specified in the Contract. If the goods are required to be delivered to a person as an interim consignee for the purpose of dispatch to another person as provided in the Contract then that "another" person is the consignee, also known as ultimate consignee.

2. PAYMENT SCHEDULE:

Payment shall be made as specified in the contract in the following manner:

Sl. No	Stage	Percentage (%)
1.	After satisfactory Supply of Sodium Hypochlorite at PIIC	100% of the order value

3. TIME SCHEDULE

- 3.1 The day of commencement of delivery period will be reckoned from the date of issue of Purchase order.
- 3.2 The material shall be delivered at site within 15 days from the date of issue of purchase order or as per delivery terms mentioned in the Purchase Order.
- 3.3 The supply shall be carried out with all due diligence and as per the time schedule specified above. In case of any delay/default, of the Contractor/ Bidder to adhere to the agreed time schedule, PIIC shall recover the liquidated damages from the Contractor/ Bidder at the rate of 0.5% (Zero point Five percent) of the total amount of fee per week of delay of any activity subject to a maximum of 5% (Five percent) of the total order value. However, if there is a purposeful delay by the Contractor/ Bidder, PIIC reserves all rights to terminate the contract and get the full work executed at his risk and cost.



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4. EXTENSION OF TIME

- 4.1 To adhere to the above mentioned time schedule the Contractor/ Bidder shall provide on demand necessary documents, information and certificates/ undertakings to PIIC. Any delay in supplying the requisite documents and delay due to any other cause beyond the control of the Contractor/ Bidder shall be considered for grant of extension of time. If the Contractor/ Bidder require extension of time, they shall intimate in writing to PIIC within 3 days of the occurrence of such hindrance/delay, along with proper documents.
- 4.2 PIIC after satisfying itself about the reasonableness of grounds may grant extension of time, if it is justified and communicated the same in writing. Whenever such extension of time is granted, it would be without prejudice to the rights of PIIC for any penal action to the extent of the delay attributable to the Contractor/ Bidder. Any extension of time granted as stated above shall neither entitle the Contractor/ Bidder to any claim for increase in their fees nor shall it release him from any of the obligations under the said agreement.

5. ABANDONMENT OF WORK

- 5.1 If the Contractor/ Bidder/ supplier abandons the supply for any reason whatsoever or becomes incapacitated as aforesaid, PIIC shall forfeit/en-cash the Performance Guarantee. PIIC shall be at liberty to make full use of all or any of material supplied by the Contractor/ Bidder/ supplier. The Contractor/ Bidder/ supplier shall also be liable to refund all the charges paid to him up to date plus such damages as may be assessed by PIIC including the recovery of liquidated damages.
- 5.2 Provided, however, that in the event of the termination of the agreement under proper notice as provided in the clause hereinafter, the Contractor/ Bidder shall be liable to refund any excess payment made to him over and above which is due to him in accordance with the terms of this agreement, for the work executed by him till the date of termination of agreement.

6. DETERMINATION AND RESCISSION OF TERMS & CONDITIONS

- 6.1 When the Contractor/ Bidder have made himself liable for action under any of the clauses aforesaid, PIIC shall have powers:
- 6.2 To rescind the agreement to engage another Contractor/ Bidder to carry out the balance work debiting the Contractor/ Bidder the extra amount, if any, so spent for getting the balance work done.
- 6.3 This amount would be in addition to the recovery of liquidated damages.



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7. GENERAL

- 7.1 The Contractor/ Bidder shall be fully responsible for supply of the material and also ensure that the material is supplied as per the specifications.
- 7.2 The Contractor/ Bidder hereby agrees that the charges to be paid as provided herein will be in full discharge of functions to be performed by him and no claim whatsoever shall be made against PIIC in respect of any proprietary rights or copy right on the part of any other party relating to plans, models and drawings.
- 7.3 The Contractor/ Bidder shall indemnify and keep indemnified Pasteur Institute of India against any such claims and all costs and expenses paid by PIIC in defending such claims to be borne by the Contractor/ Bidder.
- 7.4 The Contractor/ Bidder hereby agrees that PIIC shall have the right to take out any of the activities, which in the opinion of PIIC is not being performed by the Contractor/ Bidder with due diligence, and within the agreed time schedule, and which can be performed independently. The fees or the expenses incurred shall be debited to the Contractor/Bidder.

8. ARBIRATION

- 8.1 All disputes or differences whatsoever arising between the parties out of or relating to the Contractor/ Bidder services, meaning and operations or effect of this contract or the breach thereof shall be settled by arbitration. Matters to be arbitrated upon shall be referred to a sole Arbitrator, to be appointed by PIIC and the award made in pursuance thereof shall be binding on the parties. Such arbitration shall be governed by the Indian Arbitration and Conciliation Act 1996.
- 8.2 The place of arbitration shall be at **Udhagamandalam**.

9. FALL CLAUSE

The prices charged for this particular service/supply under the Contract by the supplier/service provider shall in no event exceed the lowest price at which the supplier/service provider sells the service/supply of identical description to any person(s)/organization (s) including the Purchaser or any Department of the Central Government or any Department of a State Government or any statutory undertaking of the Central or a State Government, as the case may be, during the period till performance of all Supply Orders placed during the currency of Rate Contract is completed.



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10. STATUTORY VARIATIONS

In case of statutory variation in regard to taxes/levies, within the stipulated date of completion of individual agreement, the same shall be paid or recovered as per the actual against documentary proof. However beyond this period PIIC will take advantage of any reduction in taxes/levies but will not pay extra on account of increase in taxes/levies.

---sd/---
DIRECTOR



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ANNEXURE -I

(to be submitted in your letter head)

FORMAT FOR SUBMISSION

S.No.	Description	Details
01.	Tenderer Quotation No. and date	
02.	PIIC Tender reference number	BID Ref. No. PIIC/TENDER/001/2022-23 Dated 26/04/2022
03.	Due date for submission	17/05/2022 UPTO 15:00 HRS
04.	Name & Address of the bidder	
05.	Year of establishment	
06.	Type of the firm	Public Ltd/Pvt Ltd./Partnership/Regd. firm
07.	Contact Phone-Office	
08.	Mobile Phone No.	
09.	Email	
10.	PAN Number	
11.	GST Number	
12.	Contact person name	
13.	Unit rate	
14.	GST (No concessional certificate will be issued by PIIC)	@
15.	Packing & Forwarding if applicable	
16.	FOR Institute	YES / NO
17.	If not quoted for FOR Institute freight charges applicable	



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18.	Delivery period	
19.	Expiry Period	
20.	Validity of Rates	ONE YEAR Yes/No
21.	Payment terms	100% after supplying of items to your bank A/c
22.	Copy of PAN of Directors/Partners	Attached/Not Attached
23.	Latest IT return statement	Attached/Not Attached
24.	Past three years P & L, Balance Sheet	Attached/Not Attached
25.	All pages of bid document duly sealed and signed by the authorized person	YES/NO
26.	Manufacturer's authorization letter	Attached/Not Attached
27.	Bid Security Declaration Form	Attached/Not Attached
28.	01 x 05 Litre of sample submitted along with the tender	Submitted/Not Submitted



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(to be submitted in the supplier's letter head)

ANNEXURE -II

PART A

SCHEDULE OF REQUIREMENT

Sl.No.	Description of the item	Unit	Total Qty	Unit Rate (Rs)	GST	Total Amount with GST (Rs)
	Total Amount in (Rs)					

NB: Unit price shall be written in figures and words

Total Tender price in Rupees: _____

In Words: _____

Note:

If there is a discrepancy between the unit price and total price THE UNIT PRICE shall prevail.

Name: _____

Business Address: _____

Place: _____ Signature of Tenderer _____

Date: _____ Seal of the Tenderer _____



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(to be submitted in the supplier's letter head)

ANNEXURE – III

BID REF. No. PIIC/TENDER/001/2022-23 Dated 26/04/2022

BID FORM

Item:

Having examined the bidding documents, including amendments of which is hereby acknowledged, we the undersigned, offer to execute the contract including the supply and delivery of the goods (FOR PII Coonoor) in full conformity with the said bidding documents for the sum of:

In Fig:

In Words

(Hereinafter call: The Total Bid Price”) or such other sums as may be determined in accordance with the terms and conditions of the Contract. The above amounts are in accordance with the Price Scheduled attached herewith and are made part of this bid.

We undertake, if our bid is accepted, to execute the contract in accordance with the delivery schedule specified in the schedule of requirements.

If our bid is accepted, we undertake to provide a performance security in the form, in the amounts, and within the times specified in the Bidding Documents.

We agree to abide by this bid, for the Bid Validity period specified in their Bid Data Sheet and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period.

Until the formal final Contract is prepared and executed between us, this bid, together with your written acceptance of the bid and your notification of award shall constitute a binding Contract between us. We understand that you are not bound to accept the lowest or any bid you may receive.

Dated:

Signed by:

In the capacity of:

(to be submitted in the supplier's letter head)



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ANNEXURE-IV

MANUFACTURER'S AUTHORISATION FORM

To

**The Director
Pasteur Institute of India
Coonoor 643 103**

Dear Sir,

Ref: Your Tender document No _____, dated _____

We, _____ who are proven and reputable manufacturers of _____ (name and description of the goods offered in the tender) having factories at _____, hereby authorize Messrs _____ (name and address of the agent) to submit a tender, process the same further and enter into a contract with you against your requirement as contained in the above referred TE documents for the above goods manufactured by us.

We further confirm that no supplier or firm or individual other than Messrs. _____ (name and address of the above agent) is authorized to submit a tender, process the same further and enter into a contract with you against your requirement as contained in the above referred tender documents for the above goods manufactured by us.

Yours faithfully,

[Signature with date, name and designation]

for and on behalf of Messrs _____

[Name & address of the manufacturers]

NOTE:

This letter of authorization should be on the letter head of the manufacturing firm and should be signed by a person competent and having the power of attorney to legally bind the manufacturer

(to be submitted in the supplier's letter head)



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ANNEXURE -V

BID SECURITY DECLARATION FORM

I/We hereby declare that we will not withdraw or modify our Bids during the period of validity, or if we are awarded the contract and we fail to sign the contract, or to submit a performance security before the deadline defined in the request for bids document, I/We understand that we will be suspended for the period of time specified in the request for bids document from being eligible to submit Bids for contracts with the entity that invited the Bids.

Name & Signature of the Authorized Signatory
with seal