



**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

**TENDER NOTIFICATION FOR THE SUPPLY OF KITS FOR BET TESTING BY
GEL - CLOT METHOD**

BID REF.NO.PIIC/TENDER/010/2024-25 DATED: 28/11/2024

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

Supplying of Kits for BET Testing by Gel-clot Method as detailed below:-

Sl. No	Item Description	Qty
01.	Limulus Amoebocyte Lysate (LAL), Sensitivity (0.125 EU/mL) (50 test/vial)	360 vials
02.	Control Standard Endotoxin	13 vials
03.	LAL Reagent Water Pack size: 100mL	44 bottles

SCHEDULE OF SUPPLY

S.No.	Month	Qty/Year	Requirement (Schedule)
01.	Limulus Amoebocyte Lysate (LAL), Sensitivity (0.125 EU/mL) (50 test/vial)	360 vials	DEC 2024- 90 vials MAR 2025- 90 vials JUN 2025- 90 vials SEP 2025 – 90 vials
02.	Control Standard Endotoxin	13 vials	DEC 2024- 4 vials MAR 2025 – 3 vials JUN 2025 – 3 vials SEP 2025- 3 vials
03.	LAL Reagent Water Pack size: 100mL	44 bottles	DEC 2024 – 11 vials MAR 2025 – 11 vials JUN 2025 – 11 vials SEP 2025- 11 vials



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The bids are invited for the **Supply of Kits for BET Testing by Gel Clot Method** as per specification and other details given in the bid document. All bidders who qualify the eligibility conditions as detailed in the bid document are eligible to participate except in the case of firms who are blacklisted / barred by competent agencies in participation and award of such contracts.

DETAILS REGARDING IMPORTANT DATES ARE AS FOLLOWS:

Sl.No.	Description	Schedule
i.	Closing date & time for receipt of Tender	20/12/2024, 15.00 Hrs
ii.	Time and date of opening of Bids	20/12/2024, 15:30 Hrs
iv.	Venue of opening of Tender	PASTEUR INSTITUTE OF INDIA, COONOOR.

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 Kits for BET Testing by Gel-clot Method due on 20/12/2024 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 20/12/2024.

- 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 **20/12/2024, 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.



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- 1.7 The tenderer should have atleast 2 years experience in supplying the said Kits for BET Testing by Gel-clot Method 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 The total accumulated value of all the tendered items including Tax, Transportation, Packing and Forwarding etc will be taken into consideration for arriving the L1 vendor.
- 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.
- 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 Successful bidder will have to submit the following Certificates of the products along with the supply without fail.
 - a) Certificate of Analysis should be submitted.
- 1.16 **Successful bidder shall supply the above items from latest batch and long expiry.**

2. Mode of submission of Tenders:

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



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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. List of Pharmaceutical companies and cGMP companies to whom similar type of Kits for BET Testing by Gel-clot Method were supplied during the previous Two years as per Annexure V (Purchase order copies and satisfactory completion certificates should be enclosed without fail)
- f. Bid Security Declaration Form as per Annexure VI
- g. Pre contract Agreement for Integrity Pact as per Annexure VII should be enclosed without fail.

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.
- 3.2 Buyer organization specific Integrity Pact shall have to be submitted by the BIDDERS without fail. BIDDERS have to submit the duly signed Pre contract Integrity Pact along with the Bid Documents (Attached as per Annexure VII)

4. Bid Evaluation

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 be taken into consideration.
- 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 will be taken into consideration.
- c. The tenderer supplying indigenous goods or already imported goods shall quote only in Indian Rupees.



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- d. The total accumulated value for all items including Tax, Transportation, Packing and Forwarding etc will be taken into consideration for arriving the L1 vendor. The rates should be quoted on FOR Institute basis only will be considered.

5. Tender Price & Documents

- a. The rates should be strictly offered in Indian Rupee. In case the tender is received in foreign currency it is the sole responsibility of the tenderer to clear the item at customs and deliver the same at this Institute. Any documents required for clearing will be submitted by PIIC.
- b. The price of the goods should be quoted on FOR PII COONOOR basis with the detailed breakup of ex-factory/ex-showroom/ex-warehouse/off-the-shelf, as applicable, including all taxes and duties like GST, Custom Duty etc. already paid or payable on the components and raw material used in the manufacture or assembly of the goods quoted ex-factory etc. or on the previously imported goods of foreign origin quoted ex-showroom etc. FOR PII COONOOR price will be considered for comparison and evaluation.
- 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 Packing & Forwarding, Inland Transportation, Insurance (local transportation and storage) would be borne by the Supplier from their warehouse to the PIIC for a period, including 3 months beyond date of delivery, Loading/Unloading and other local costs incidental to delivery of the goods to their final destination as specified in the List of Requirements and Price Schedule.

6. EXEMPTIONS/FORMS

- 6.1 PIIC will not be giving any duty exemption or GST Concession form.
- 6.2 The Tenderers who are currently registered and, also, will continue to remain registered during the tender validity period with National Small Industries Corporation, New Delhi & MSME shall be eligible for exemption from EMD. In case the tenderer falls in these categories, they should furnish copy of the valid registration details (MSME 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 by Fax or email/ registered post/ by courier, 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/Bank Guarantee drawn in favor of *The Director, Pasteur Institute of India, Coonoor payable at any Nationalized Bank in Coonoor, Nilgiris.*
- 9.2 The tendered items are urgently required for our day today use, the submission of performance security and supply should be made immediately.
- 9.3 The SD will be returned to the successful tenderer after the completion of three months period from the date of satisfactory supply and submission of all documents.
- 9.4 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 supply of the items in good condition at PIIC	100% of the order value

3. ADDITIONS/DELETIONS

- 3.1 PIIC shall have the right to direct in writing for changes, additions or deletions therewith and the Contractor/ Bidder shall comply with such directions.
- 3.2 The Contractor/ Bidder shall not make any deviations, alterations, additions, to or omissions from the work shown/described and awarded to the Contractor/ Bidder except through and with proper approval of PIIC.

4. TIME SCHEDULE

- 4.1 The day of commencement of delivery period will be reckoned from the date of issue of Purchase order.
- 4.2 The material shall be delivered at site within 30 days from the date of issue of purchase order or as per delivery terms mentioned in the Purchase Order.



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- 4.3 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.

5. EXTENSION OF TIME

- 5.1 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.
- 5.2 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.

6. ABANDONMENT OF WORK

- 6.1 If the Contractor/ Bidder/ supplier abandons the work 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.
- 6.2 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.



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7. DETERMINATION AND RESCISSION OF TERMS & CONDITIONS

- 7.1 When the Contractor/ Bidder have made himself liable for action under any of the clauses aforesaid, PIIC shall have powers:
- 7.2 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.
- 7.3 This amount would be in addition to the recovery of liquidated damages.

8. GENERAL

- 8.1 The Contractor/ Bidder shall be fully responsible for supply of the material and also ensure that the material is supplied as per the specifications.
- 8.2 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.
- 8.3 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.
- 8.4 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.

9. INTEGRITY PACT

- 9.1 The Integrity Pact (IP) will be one of the conditions in this tender enquiry. It will be considered to be a material deviation resulting into ignoring and rejecting the tender if the tenderers do not agree to accept it.
- 9.2 Pre Contract Integrity Pact has to be signed and submitted by the Tenderer along with the filled up tenders as enclosed in Annexure VII.
- 9.3 The Pre Contract Integrity Pact should only be signed by the CEO/ Proprietor/ Partner/Director as the case may be.
- 9.4 If the Bidder is a partnership of a consortium, the Integrity Pact shall be signed by all the partners of consortium members.



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- 9.5 In case of a joint venture, all the partners of the joint venture should sign the Integrity Pact. In case of sub-contracting, the Principal contractor shall take responsibility of the adoption of IP by the sub-contractor. It is to be ensured that all sub-contractors also sign the IP. In case of sub-contractors, the IP will be tri-partite arrangement to be signed by the Organization, the contractor, and the sub-contractor.
- 9.6 Indian Bidder shall submit the Integrity Pact on a non-judicial stamp paper of ₹100/- duly signed by the persons signing the bid. Foreign Bidder may submit the Integrity Pact on its company's Letter head, duly signed by the persons signing the bid.
- 9.7 The non-judicial stamp papers are to be purchased in the name of the BIDDER and the date of purchase should not be earlier than six months of date of execution.
- 9.8 All the pages of the Integrity Pact are to be signed by the Bidder.
- 9.9 Bidders are required to clearly indicate the name and designation of the signatory (i.e.,) as well as the name and address of the witnesses.
- 9.10 The person signing IP shall not approach the courts while representing the matters to IEMs and he/she will await their decision in the matter.
- 9.11 The Bidder shall not change the contents of the Integrity Pact.
- 9.12 Bidder may note that Bidder's failure to submit the Integrity Pact duly signed along with the Bid shall lead to outright rejection of the Bid/Tender.

10. ARBITRATION

- 10.1 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.
- 10.2 The place of arbitration shall be at **Udhagamandalam**.

11. FALL CLAUSE

The BIDDER undertakes that it has not supplied/is not supplying similar products/systems or subsystems at a price lower than the offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found at any stage that similar products/systems or sub systems was supplied by the BIDDER to any other Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.



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12. 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

Sl.No.	Description	Details
01.	Tenderer Quotation No. and date	
02.	PIIC Tender reference number	BID Ref. No. PIIC/TENDER/010/2024-25 Dated 28/11/2024
03.	Due date for submission	20/12/2024 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.	Total Cost	
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 F.O.R. Institute freight charges applicable	
18.	Delivery period	
19.	Payment terms	100% after supplying of items to your bank A/c



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20.	Copy of PAN of Directors/Partners	Attached/Not Attached
21.	Latest IT return statement	Attached/Not Attached
22.	Past three years P & L, Balance Sheet	Attached/Not Attached
23.	All pages of bid document duly sealed and signed by the authorized person	Attached/Not Attached
24.	Manufacturer's authorization letter	Attached/Not Attached
25.	Bid Security Declaration Form	Attached/Not Attached
26.	Pre Contract Agreement for Integrity Pact	Attached/Not Attached



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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)
01.	Limulus Amoebocyte Lysate (LAL), Sensitivity (0.125 EU/mL) (50 test/vial)	360 vials				
02.	Control Standard Endotoxin	13 vials				
03.	LAL Reagent Water Pack size: 100mL	44 bottles				
	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/010/2024-25 Dated 28/11/2024

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:



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

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



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

ANNEXURE -V

Details of Pharmaceutical Companies to whom supplied in the last TWO years

Sl. No	Name and location of the Client	Project Details		Completion Date
		Details of similar types of kits supplied	Value Rs Lakhs	
1				
2				
3				
4				
5				
6				

Satisfactory completion certificates from the clients should be attached.



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

ANNEXURE -VI

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



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ANNEXURE VII

(TO BE SUBMITTED IN THE NON-JUDICIAL STAMP PAPER OF Rs.100/-)

(Format of Integrity Pact)

PRE CONTRACT INTEGRITY PACT

The pre-bid/pre contract agreement (hereinafter called the Integrity Pact) is made on ----- day of the month 2024 between, on one hand, The Director, Pasteur Institute of India, Coonoor – 643 103 and having its registered office at Coonoor hereinafter referred to as “THE BUYER” which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns of the First Part.

AND

M/s. ----- represented by Shri ----- CEO/Proprietor/Partner/Director)(hereinafter called the BIDDER/CONTRACTOR which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

Whereas the BUYER proposes for the purchase of Kits for BET Testing By Gel-Clot Test and the BIDDER/Seller is willing to offer/has offered the stores and

WHEREAS the BIDDER is a private company/public company/Government undertaking/partnership/Firm/joint venture/Individual/Consortium (Status of the copy), constituted in accordance with the relevant law in the matter and the BUYER is a Autonomous body under the Ministry of Health Family Welfare, Government of India, New Delhi.

NOW, THEREFORE

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:-

Enabling the BUYER to obtain the desired said stores/equipment at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement and



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Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also obtain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

1 COMMITMENTS OF THE BUYER

- 1.1 The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any materials or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third part related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
- 1.2 The BUYER will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.
- 1.3 All the officials of the BUYER will report to the Vigilance Officer any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
- 2 In case any such preceding misconduct on the part of such Official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same in prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

3 COMMITMENTS OF BIDDERS

The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:



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- 3.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation/completion of the contract.
- 3.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring/awarding the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with The Pasteur Institute of India, Coonoor for showing or forbearing to show favour or disfavor to any person in relation to the contract or any other contract with The Pasteur Institute of India, Coonoor.
- 3.3 BIDDERS shall disclose the name and address of agents and representatives and India BIDDERS shall disclose their foreign principals or associates.
- 3.4 BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.
- 3.5 The BIDDER either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to Officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 3.6 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 3.7 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.8 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.9 The BIDDER commits to refrain from giving any compliant directly or through any other manner without supporting it with full and verifiable facts.
- 3.10 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.



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- 3.11 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the Officers of the BUYER, or alternatively, if any relative of an Officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender. The term relative for this purpose would be as defined in Section 2(77) of the Companies Act 2013.
- 3.12 The BIDDER(s) shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the Bidder.
- 3.13 The representative of the Bidder(s) signing Integrity Pact shall not approach the Courts while representing the matters to IEMs and he/she will wait their decision in the matter.
- 3.14 In case of sub contracting, the bidder shall take the responsibility of the adoption of IP by the sub-contractor.

4. PREVIOUS TRANSGRESSION

- 4.1 The BIDDERS/CONTRACTORS declares that no previous transgression occurred in the last three years immediately before signing of the Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.
- 4.2 The Bidder agrees that if it makes incorrect statement in this subject, Bidder can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

5. EARNEST MONEY /SECURITY DEPOSIT

- 5.1 The provision regarding Earnest Money/Security Deposit as detailed in the Tender of the BID Document is to be referred.
- 5.2 No interest shall be payable by the BUYER to the BIDDER on Earnest Money/Security Deposit for the period of its currency.

6. SANCTIONS FOR VIOLATIONS

- 6.1 Any breach of the aforesaid provisions by the Bidder or any one employed by it or acting on its behalf shall entitle by the Buyer to take all or any action of the following actions, wherever required:
 - (i) To immediately call of the pre contract negotiations without assigning any reason or giving any compensation to the Bidder/Contractor. However, the proceedings with the other Bidder would continue.



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- (ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Security (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason thereof
- (iii) To immediately cancel the contract, if already signed, without giving any compensation to the Contractor. The Bidder/Contractor shall be liable to pay compensation for any loss or damage to the Bidder resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the moneys due to the Bidder/Contractor
- (iv) To encash the Bank guarantee, in order to recover the dues if any by the Bidder, along with interest as per the provision of contract.
- (v) To debar the Bidder from participating in future bidding processes of Pasteur Institute of India, Coonoor for a minimum period of 2 years, which may be further extended at the discretion of the Buyer
- (vi) To recover all sums paid in violation of this Pact by Bidder/Contractor to any middleman or agent or broker with a view to securing the contract.
- (vii) In cases where irrevocable letters of credit have been received in respect of any contract signed by the BUYER with the Bidder/Contractor, the same shall not be opened/operated.
- (viii) Forfeiture of Performance Security in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

6.2 The BUYER will be entitled to take all or any of the actions mentioned at para 6.1 (i) to (viii) of this Pact also on the commission by the Bidder/Contractor or any one employed by it or acting on its behalf (whether with or without the knowledge of the Bidder/Contractor), of an offence as defined in Chapter IX of the Indian Penal Code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption

6.3 The decision of the BUYER to the effect that a breach of the provisions of this Pact has been committed by the Bidder/Contractor shall be final and conclusive on the Bidder/Contractor. However, the Bidder/Contractor can approach the Independent External Monitors appointed for the purposes of this Pact.

7 INDEPENDENT EXTERNAL MONITORS

7.1 The BUYER has appointed Independent External Monitors (hereinafter referred to as monitors) for this pact in consultation with the Central Vigilance Commission as detailed below:

- 1) Shri Vijay Sharma, Flat No. 9112, Parx Laureate, Sector 108, Noida, UP- 201304 (Mob.No.95990 08865, Email Id: VIJAYEDTM@GMAIL.COM)
- 2) Ms. Melattur Vishwanathan Bhanumathi, 29A, Laxmi Estate, Verma Nagar, Azad Road, Andheri East, Mumbai – 400 069 (Mob.No. 97113 22828, Email Id: bhanumathimv@gmail.com)



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- 7.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- 7.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
- 7.4 Both the parties accept that the Monitors have the right to access all the documents relating the procurement, including minutes of meetings. The right to access should only be limited to the extent absolutely necessary to investigate the issue related to the subject tender/contract.
- 7.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform The Director, Pasteur Institute of India, Coonoor to discontinue or take corrective action, or to take other relevant action. The Monitor can in this regard submit recommendations, these recommendations would be in the nature of advice would not be legally binding. Beyond this the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- 7.6 The Bidder/Contractor accepts that the Monitor has the right to access without restriction, to all Project documentation of the BUYER including that provided by the Bidder/Contractor. The Bidder/Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligations to treat the information and documents of the Bidder/Contractor with confidentiality.
- 7.7 The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings as and when required.
- 7.8 The Monitor will submit a written report to the Director, Pasteur Institute of India, Coonoor within 8 to 10 weeks from the date of reference or intimation to him by the Bidder/Bidder and should the occasion arise, submit proposals for correcting problematic situations.
- 7.9 The word "Monitor" would include both singular and plural.

8 FACILITATION OF INVESTIGATION

In case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the Bidder/Contractor and the Bidder/Contractor shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.



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9 LAW AND PLACE OF JURISDICTION

This Pact is subject to India law. The place of performance and jurisdiction is the Registered Office of the BUYER, i.e Coonoor (Tamil Nadu). The arbitration clause provided in the tender document/contract shall not be applicable to any issue/dispute arising under Integrity Pact.

10. OTHER LEGAL ACTIONS

- 10.1 The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.
- 10.2 Changes and supplements as well as termination notice need to be made in writing.
- 10.3 If the Contractor is a partnership or a consortium or a joint venture, this pact must be signed by all partners of the consortium/joint venture.

11 VALIDITY

- 11.1 The validity of this Integrity Pact shall be from date of its signing and extend upto **6 months** or the complete execution of the supply/contract as mentioned in the tender to the satisfaction of both the BUYER and the Bidder/Contractor/Seller, including warranty period and Defect Liability period as the case may be, whichever is later, In case Bidder is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.
- 11.2 Should one or several provisions of this Pact turn out to be invalid, the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intention
- 11.3 The Parties hereby sign this Integrity Pact as part of the contract at ----- on ----- and parties concerned are bound by it provisions.



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BUYER	Bidder/Contractor
Name of the Officer	(Authorized Person)
Designation	(Name of the Person) Designation
Place	Place
Date	Date
Witness 1	Witness 1
Name and Address	Name and Address
2.	2.
Name and Address	Name and Address