

(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 AND INSTALLATION OF PERISTALTIC PUMP

BID REF.NO.PIIC/TENDER/011/2024-25 DATED 20/02/2025

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 and Installation of Peristaltic Pump as per User Requirement Specification mentioned in Annexure I as detailed below:**-

S.No.	Equipment	Quantity
01.	Peristaltic Pump, Capacity: 10mL/min-10000mL	02 Nos
	(10L)/min	

DETAILS REGARDING IMPORTANT DATES ARE AS FOLLOWS:

S.No.	Description	Schedule
i.	Closing date & time for receipt of Tender	13/03/2025, 15.00 Hrs
ii.	Time and date of opening of Technical Bids	13/03/2025, 15:30 Hrs
iii.	Venue of opening of Tender	PASTEUR INSTITUTE OF INDIA,
		COONOOR.

The bids are invited for the **Supply and Installation of Peristaltic Pump** 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.



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1. Instruction to Bidders

The bids are invited on **two bid system**. The bid will constitute a Technical bid and Financial bid. Technical bid and financial bid to be submitted in separate sealed envelope. Technical bid cover along with EMD cover & financial bid cover should be kept in a separate single cover. Both the covers should be put in a single cover which should be superscribed as **"Tender for the Supply and Installation of Peristaltic Pump" due on 13/03/2025 by 15.00 Hrs."** without fail. **The Tender Reference Number should also be mentioned on the cover without fail.** The covers containing the tenders should be sent to us on or before the due date. The tenders must reach the "**Director, Pasteur Institute of India, Coonoor**" not later than 15.00 Hrs on 13/03/2025. The financial bid of the technically qualified parties will only be opened for financial evaluation.

- 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.
- 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 13/03/2025, upto 15:00 Hrs. The technical bid will be opened on the same day at 15:30 hrs. The financial bid of only those bidders who are qualifying the minimum eligibility criteria & technical specification will be opened. The date & time of financial bid opening shall be intimated separately to the technically qualified parties.
- 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 Technical specification of the product should be submitted for easy access and for its evaluation.
- 1.6 List of Pharmaceutical companies with contact address, phone no, email id to whom similar Peristaltic Pump supplied and installed by the tenderer in the previous three years should be sent as per Annexure XI along with the Technical bid without fail.
- 1.7 All pages of the tender should be duly signed by the authorized signatory with company seal.
- 1.8 Non compliance of terms and conditions by successful tenderer will lead black listing and suspension of the tenderer.



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- 1.9 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.
- 1.10 In case of imported products, OEM or Authorized Seller of OEM should have a registered office in India to provide after sales service support in India. The certificate to this effect should be submitted.
- 1.11 The bidder should not be under liquidation, court receivership or similar proceedings should not be bankrupt. Bidder to upload undertaking to this effect with bid.
- 1.12 Bidders shall quote only those products in the bid which are not obsolete in the market and has at least 5 years residual market life i.e., the offered product shall not be declared end-of-life by the OEM before this period
- 1.13 Data Sheet of the product offered in the bid should be submitted along with the bid documents to verify the Data Sheet with the product specifications offered. In case of any unexplained mismatch of technical parameters, the bid is liable for rejection.
- 1.14 Details of service after sales to render services for equipment to be furnished with complete address, telephonic numbers, emails etc. It shall be the responsibility of seller to ensure that service centers are available to cater to the areas where supplies are made within reasonable distance from where the service calls can be handled. Details of toll free numbers, mobile number for service call and online registration of service requested also to be provided.
- 1.15 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.
- 1.16 The bidder must have proven experience in supply of scheduled item provided for the last three financial years. (Copy of Purchase orders (PO) to be provided).
- 1.17 Net worth of the company shall be positive during the last three financial years. The balance sheet, profit and loss account for last three financial years certified by a Chartered Accountant shall be submitted.
- 1.18 The Average Annual Turnover of the tenderer for the last three financial years certified by a Chartered Accountant shall be submitted.
- 1.19 The bidder shall not sub-contract the contract in whole or part to any entity without obtaining the prior written consent of PIIC.

2. Mode of submission of Tenders:

- a. Tender Cost/Tender fee: NIL
- **b. EMD:** NIL
- c. Performance Security: As per terms and conditions class '4'



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2.1 DOCUMENTS TO BE SUBMITTED ALONG WITH THE TECHNICAL BID

- a. User Requirement specification as per Annexure I
- b. Bid Data Sheet as per Annexure II.
- c. Detailed specifications, along with Make, Model No. etc
- d. Specifications Compliance/Data Sheet as per Annexure V
- e. Manufacturer Authorization Form as per Annexure VII
- f. List of pharmaceutical companies and cGMP companies to whom similar type of Peristaltic Pump were supplied, installed during the previous Three years as per Annexure VIII (Purchase order copies and satisfactory completion certificates should be enclosed without fail)
- g. Bid Security Declaration Form as per Annexure IX
- h. Past three years Profit and Loss account and balance sheet certified by a Chartered accountant (only main pages should be enclosed).
- i. Latest IT return statement
- j. Undertaking that the bidder is not under liquidation, court receivership or similar proceedings, nor bankrupt.
- k. Pre contract Agreement for Integrity Pact as per Annexure X should be enclosed without fail.

2.2 DOCUMENTS TO BE SUBMITTED ALONG WITH THE FINANCIAL BID

- a. Financial bid
- b. Schedule of Requirement as per the format enclosed in Annexure III
- c. Format of submission of bid as per Annexure IV
- d. Bid form as per the format enclosed in Annexure VI

3. Minimum Eligibility Criteria

- 3.1 The Tenderer has to be a manufacturer or authorized dealer of the Schedule equipment (OR) has to be an authorized Indian representative / agent of the original equipment manufacturer/s of the Scheduled equipment. In case of authorized dealer / agent, the Manufacturer's Authorization certificate/Form (as shown in Annexure VII of the tender document) 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 X)

4. <u>COUNTRY OF ORIGIN</u>

- 4.1 All goods and services to be supplied and provided for the contract shall have the origin in India or in the countries with which the Government of India has trade relations.
- 4.2 The word "origin" incorporated in this clause means the place from where the goods are manufactured, produced or processed or from where the services are arranged.
- 4.3 The country of origin may be specified in the Price Schedule



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5. <u>Bid Evaluation</u>

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.

6. <u>Tender Price & Documents</u>

- a. The price of the goods should be quoted strictly in **Indian Rupee** on **FOR PII COONOOR basis** with the detailed breakup of ex-factory/ex-showroom/exwarehouse/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;
- b. Any sales or other taxes and any duties, which will be payable on the goods in India, if the contract is awarded to the tenderer.
- c. 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.
- d. The charges for Insurance (local transportation and storage) would be extended and borne by the Supplier from warehouse to the PIIC for a period including 3 months beyond date of delivery

7. <u>DISTRIBUTION OF DISPATCH DOCUMENTS FOR CLEARANCE/ RECEIPT</u> <u>OF GOODS</u>

- 7.1 The supplier shall send all the relevant dispatch documents well in time to the Purchaser/Consignee, to enable the Purchaser/Consignee receive the goods in terms of the contract.
- 7.2 The usual documents involved and the drill to be followed in general for this purpose are as follows.
- 7.3 Within 24 hours of dispatch, the supplier shall notify PIIC, and others concerned if mentioned in the contract, the complete details of dispatch and also submit the following documents as per the instruction of purchaser:
 - a. Three copies of supplier's invoice showing contract/PO number, goods description, quantity, unit price and total amount.
 - b. Three copies of packing list identifying contents of each package, if any
 - c. Inspection certificate issued by the nominated Inspection agency, if any.
 - d. Certificate of origin, if any
 - e. Insurance Certificate, if any
 - f. Manufacturers/Supplier's warranty certificate & In-house inspection certificate.



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8. <u>EXEMPTIONS/FORMS</u>

- a) PIIC will not be giving any duty exemption, GST Concession form.
- b) The tenderers who are currently registered with National Small Industries Corporation (NSIC) 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 as the case may be.

9. <u>REJECTION OF BIDS</u>

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.

10. NOTIFICATION OF AWARD

- 10.1 Prior to the expiry of the period of offer validity prescribed by PIIC, PIIC will notify the successful Bidder by email, registered post/ 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.
- 10.2 Upon selection of the successful bidder (technically qualified L1 party) PIIC will promptly notify the same to successful Bidder through a Purchase Order.
- 10.3 EMD's of unsuccessful bidders will be returned only after finalizing the L1 Party and EMDs of technically non-qualified bidders will be returned after financial bid opening.



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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. "Performance Security" means monetary or financial guarantee to be furnished by the successful tenderer for due performance of the contract placed on it. Performance Security is also known as Security Deposit.
 - e. "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. <u>PAYMENT SCHEDULE:</u>

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

Sl.No	Stage	Percentage (%)
1.	After supply, successful Installation, submission	100% of the order value
	of all documents such as IQ and OQ, Warranty	
	Card & Final Acceptance approved by authorized	
	PIIC's Representative	

3. TAXES AND OTHER LEVIES

The quoted price shall be inclusive of all applicable taxes and duties.

4. <u>PERFORMANCE SECURITY</u>

- 4.1 Successful tenderer will have to furnish Performance Security @ 5% of the total contract value in the form of Account payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee from any of the commercial banks favouring "The Director, Pasteur Institute of India, Coonoor" or through NEFT to the Institute account.
- 4.2 Failure of the successful Bidder to furnish the required Performance Security shall constitute sufficient grounds for the annulment of the award of Contract and to black list the bidder to participate any tender to PIIC in future.



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4.3 Forfeiture of Performance Security:

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

5. <u>ADDITIONS/DELETIONS</u>

- 5.1 PIIC shall have the right to direct in writing for changes, additions, modifications or deletions in the items shown in Annexure I or any part of the work and to request in writing additional work in connection therewith and the Contractor/ Bidder shall comply with such directions.
- 5.2 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.

6 TIME SCHEDULE

- 6.1 The day of commencement of delivery period will be reckoned from the date of issue of Purchase order.
- 6.2 The material shall be delivered and installed at site within 30 days from the date of issue of purchase order or as per delivery terms mentioned in the Purchase Order.
- 6.3 The Final Acceptance Certificate shall be issued on completion of the entire scope of supply by the vendor.
- 6.4 The supply and installation 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.

7 EXTENSION OF TIME

7.1 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. 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.



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8. <u>ABANDONMENT OF WORK</u>

- 8.1 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.
- 8.2 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.

9. <u>WARRANTY</u>

9.1 The bidder shall give warranty of the equipment for a minimum period of 2 year (Two year) from the date of OQ completion.

10. <u>DETERMINATION AND RESCISSION OF TERMS & CONDITIONS</u>

- 10.1 When the Contractor/ Bidder have made himself liable for action under any of the clauses aforesaid, PIIC shall have powers:
- 10.2 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.
- 10.3 This amount would be in addition to the recovery of liquidated damages.

11. <u>GENERAL</u>

- 11.1 The Contractor/ Bidder shall be fully responsible for the technical soundness of the material and also ensure that the material is supplied as per the specifications.
- 11.2 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.
- 11.3 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.
- 11.4 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.



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12 INTEGRITY PACT

- 12.1 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.
- 12.2 Pre Contract Integrity Pact has to be signed and submitted by the Tenderer along with the filled up tenders as enclosed in Annexure VII.
- 12.3 The Pre Contract Integrity Pact should only be signed by the CEO/ Proprietor/ Partner/Director as the case may be.
- 12.4 If the Bidder is a partnership of a consortium, the Integrity Pact shall be signed by all the partners of consortium members.
- 12.5 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.
- 12.6 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.
- 12.7 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.
- 12.8 All the pages of the Integrity Pact are to be signed by the Bidder.
- 12.9 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.
- 12.10 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.
- 12.11 The Bidder shall not change the contents of the Integrity Pact.
- 12.12 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.

13 ARBITRATION

- 13.1 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.
- 13.2 The place of arbitration shall be at **Udhagamandalam.**



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14 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.

15 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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<u>ANNEXURE - I</u>

USER REQUIREMENT SPECIFICATION			
TITI F	PERISTALTIC PUMP, Capacity:		
IIILE	10mL/min-10000mL (10L)/min		

1. Equipment Requirement:

1.1. Specification of the Material of Construction:

- 1.1.1. Main body, Rollers, Pump case, Shaft, Brackets should be in Stainless Steel.
- 1.1.2. The supply tube should be silicon tubing.

1.2. Integration of Equipment: NA

- 1.3. Required Utilities:
- **1.3.1** Power supply: 220V 240V AC.

2. Process Requirement:

2.1 **Purpose of Equipment:**

2.1.1 Peristaltic pump will be used with sterile/ unsterile tubing for aseptic transfer of various process fluids such as Buffers, media and Disinfectants in a cGMP clean room facility.

2.2 **Process Requirements:**

- 2.2.1 The peristaltic pump model should be cGMP compliant.
- 2.2.2 Portable type, with variable speed.
- 2.2.3 Flow rate range in 10ml/ min 10000 ml/ min.
- 2.2.4 Display (RPM) should be 3 Digit, LED.
- 2.2.5 Speed regulation accuracy should be ± 0.5 %.
- 2.2.6 Suction axis: horizontal.
- 2.2.7 Tube details:

Internal size: 17mm & External size: 25mm. Tube Shelf life: 5 years (with certificate). Tube should bearable for Autoclave (upto 125°C).

- 2.2.8 Operating Temperature: 5°C 45°C.
- 2.2.9 Relative Humidity: 10 85%.
- 2.2.10 Displacement positive.
- 2.2.11 Operation: Continuous.
- 2.2.12 Pressure Range 20- 40 psi.
- 2.2.13 IP rating IP 55.
- 2.2.14 Motor direction Clockwise and counter clock wise.
- 2.2.15 Shipping weight Weight should not be more than 15kg with movable arrangements.
- 2.2.16 Peristaltic pump Warranty 2 years.
- 2.2.17 Equipment standards: BIS (Bureau of Indian Standards)/CE (Conformity European)



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2.3 **Type of Material handled**:

WFI, Disinfectants, IPA, Buffers and media

2.4 Desired outcome form the equipment:

- 2.4.1 Maximum flow rate should be 10L (10,000ml)/ min.
- 2.4.2 Minimum flow rate should be 10 ml/min.
- 2.4.3 Expected operational hours per day/shift: 8 hours.
- 2.4.4 Operational Control Requirements: Manual control operation.

2.5 Functional Specific Requirements:

- 2.5.1 Easy to operate and fix the tubing with pump.
- 2.5.2 Good flow without any interruption.
- 2.5.3 Peristaltic pump should include (not limited) pump, pump head and 5 meters each of required sizes of silicon tubing.
- 2.5.4 The supplied pump head should accept multiple tubing sizes and operate to deliver the required minimum and maximum volumes.
- 2.5.5 The supplied pump is capable for continuous operation and pumping of process fluid along with metering the volume of fluid.
- 2.5.6 Pump drives should be based on digital variable speed.
- 2.5.7 Digital speed setting, reversible flow, programmable pump.
- 2.5.8 Pump speed should not vary with power fluctuations (Near pulseless flow).
- 2.5.9 Security Functions: Firmware updates, Provision of updating the main unit when updates are available and it should be in FLCV.

3. cGMP Requirements:

- 3.1 All components shall be easily accessible for cleaning and maintenance purpose.
- 3.2 The equipment should be certified as water tight.
- 3.3 All bolts, nuts on the exterior part of equipment should be with smooth finish.

4. Safety Requirements

- 4.1 Appropriate enclosure of all the parts to ensure human safety.
- 4.2 Proper Electrical operational requirements are necessary.
- **4.3** In event of equipment malfunctions or loss of utilities, the unit must contain all necessary protection devices that the equipment and product remain in safe condition.

Note:

Personal safety:

No component of the equipment shall generate noise in excess of 75 decibel measured at 1 meter distance from the component.

Equipment should adhere the IEC.



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Sanitary Requirements:

The equipment must be easy to clean, all external surface of the equipment and pump head should be easily disinfectable with standard disinfectant such as 70% IPA.

5. Document Requirements

- 5.1 Operation and Maintenance Manual 2 sets.
- 5.2 IQ and OQ protocol soft and hard copies to be provided.
- 5.3 List of Spare parts.
- 5.4 Bought out components test certificates.
- 5.5 Warranty card should be provided with validity period.
- 5.6 Application Notes.
- 5.7 List of change parts (if applicable) with ordering information.
- 5.8 Calibration certificate of instruments.



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<u>ANNEXURE – II</u>

(to be submitted in the supplier's letter head) <u>BID DATA SHEET</u>

S.No	Description	Details
01.	Your Tender Quotation No. and date	
02.	PIIC Tender reference number	BID Ref. No. PIIC/TENDER/011/2024-25
		dated 20/02/2025
03.	Due date for submission	13/03/2025 UPTO 15:00 HRS
04.	Name & Address of the bidder	
0.5		
05.	Year of establishment	
06	Type of the fune	Dublic I td/Dat I td /Doute anglie /Dood from
06.	Type of the firm	Public Ltd/Pvt Ltd./Partnership/Regd. firm
07.	Contact Phone-Office	
07.	Contact I none-Office	
08.	Mobile Phone No.	
001		
09.	Email	
10.	PAN Number	
11.	GST Number	
	~	
12.	Contact person name	
13.	Delivery Period	
13.	Warranty	
14.	Copy of PAN of Directors/Partners	Attached/Not Attached
12.	Latest IT return statement	Attached/Not Attached
13.	Past three years P & L, Balance Sheet	Attached/Not Attached
15.	All pages of bid document duly sealed and	
1.5.	signed by the authorized person	
16.	Power of Attorney/Authorization to sign the bid	Attached/Not Attached
17.	Manufacturer's authorization letter	Attached/Not Attached
18.	EMD Declaration Form	Attached/Not Attached
19.	List of Pharmaceutical companies and cGMP	Attached/Not Attached
	companies to whom supplied & installed in the	
	last three years	
20.	Pre Contract Agreement for Integrity Pact	Attached/Not Attached



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(to be submitted in the supplier's letter head along with Financial Bid)

<u>ANNEXURE –III</u>

PART A

SCHEDULE OF REQUIREMENT

Sl.No.	Description of the item	Unit Rate (Rs)	GST	Total Amount with GST (Rs)
01.	PERISTALTIC PUMP Capacity: 10mL/min-10000mL (10L)/min	(113)		
	Total Amount in (Rs)			
	i otai Aniount III (KS)			

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 your letter head along with Financial Bid)

ANNEXURE – IV

S.No.	Description	Details
01.	Your Tender Quotation No. and date	
02.	PIIC Tender reference number	BID Ref. No. PIIC/TENDER/011/2024- 25 dated 20/02/2025
03.	Due date for submission	13/03/2025 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)	(a)
15.	Packing & Forwarding if applicable	
16.	FOR Institute	YES / NO
17.	If not quoted for FOR Institute freight charges applicable	
18.	Delivery period	



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19.	Warranty	TWO YEAR YES/NO
20.	Payment terms	100% after supplying of items through NEFT to your bank A/c
21.	Copy of MOA/Partnership deed/ Registration	Attached/Not Attached
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 Declaration Form	Attached/Not Attached/NA
28.	List of pharmaceutical companies and cGMP companies to whom similar type of Peristaltic Pump were supplied, installed during the previous Three years as per Annexure VIII	Attached/Not Attached
29.	Undertaking that the bidder is not under liquidation, court receivership or similar proceeding nor bankrupt	Attached/Not Attached



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(to be submitted in the supplier's letter head and to be enclosed with Technical Bid)

SPECIFICATION/COMPLIANCE – PERISTALTIC PUMP

S.No.	Description	Details	
01.	Main body, Rollers, Pump case, Shaft, Brackets should be in Stainless Steel.	YES/NO	
02.	The supply tube should be silicon tubing	YES/NO	
03.	Power supply: 220V – 240V AC	YES/NO	
04.	The peristaltic pump model should be cGMP compliant.	YES/NO	
05.	Portable type, with variable speed.	YES/NO	
06.	Flow rate range in 10ml/ min - 10000 ml/ min.	YES/NO	
07.	Display (RPM) should be 3 Digit, LED.	YES/NO	
08.	Speed regulation accuracy should be ± 0.5 %.	YES/NO	
09.	Suction axis: horizontal.	YES/NO	
10.	Tube details:	YES/NO	
11.	Internal size: 17mm & External size: 25mm.	YES/NO	
12.	Tube Shelf life: 5 years (with certificate).	YES/NO	
13.	Tube should bearable for Autoclave (upto 125°C).	YES/NO	
14.	Operating Temperature: 5°C - 45°C.	YES/NO	
15.	Relative Humidity: 10 - 85%.	YES/NO	
16.	Displacement – positive.	YES/NO	
17.	Operation: Continuous.	YES/NO	
18.	Pressure Range - 20- 40 psi.	YES/NO	
19.	IP rating - IP 55.	YES/NO	
20.	Motor direction - Clockwise and counter clock wise.	YES/NO	
21.	Shipping weight – Weight should not be more than 15kg with movable arrangements.	YES/NO	
22.	Peristaltic pump Warranty - 2 years.	YES/NO	
23.	Equipment standards: BIS (Bureau of Indian Standards)/CE (Conformity European)	YES/NO	
24.	WFI, Disinfectants, IPA, Buffers and media	YES/NO	
25.	Maximum flow rate should be 10L (10,000ml)/ min.	YES/NO	
26.	Minimum flow rate should be 10 ml/min.	YES/NO	
27.	Expected operational hours per day/shift: 8 hours.	YES/NO	
28.	Operational Control Requirements: Manual control operation	YES/NO	
29.	Easy to operate and fix the tubing with pump.	YES/NO	
30.	Good flow without any interruption.	YES/NO	
31.	Peristaltic pump should include (not limited) pump, pump head and 5 meters each of required sizes of silicon tubing.	YES/NO	
32.	The supplied pump head should accept multiple tubing sizes and operate to deliver the required minimum and maximum volumes.	YES/NO	

ANNEXURE -- V



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

33.	The supplied pump is capable for continuous operation and	YES/NO
	pumping of process fluid along with metering the volume of	
	fluid.	
34.	Pump drives should be based on digital variable speed.	YES/NO
35.	Digital speed setting, reversible flow, programmable pump.	YES/NO
36.	Pump speed should not vary with power fluctuations (Near pulseless flow).	YES/NO
37.	Security Functions: Firmware updates, Provision of updating the main unit when updates are available and it should be in FLCV.	YES/NO
38.	All components shall be easily accessible for cleaning and maintenance purpose.	YES/NO
39.	The equipment should be certified as water tight.	YES/NO
40.	All bolts, nuts on the exterior part of equipment should be with smooth finish	YES/NO
41.	Appropriate enclosure of all the parts to ensure human safety.	YES/NO
42.	Proper Electrical operational requirements are necessary.	YES/NO
43.	In event of equipment malfunctions or loss of utilities, the unit must contain all necessary protection devices that the	YES/NO
	equipment and product remain in safe condition	
44.	No component of the equipment shall generate noise in excess of 75 decibel measured at 1 meter distance from the component.	YES/NO
45.	Equipment should adhere the IEC.	YES/NO
46.	The equipment must be easy to clean, all external surface of the equipment and pump head should be easily disinfectable with standard disinfectant such as 70% IPA	YES/NO
47.	Operation and Maintenance Manual – 2 sets.	YES/NO
48.	IQ and OQ protocol soft and hard copies to be provided.	YES/NO
49.	List of Spare parts.	YES/NO
50.	Bought out components test certificates.	YES/NO
51.	Warranty card should be provided with validity period.	YES/NO
52.	Application Notes.	YES/NO
53.	List of change parts (if applicable) with ordering information.	YES/NO
54.	Calibration certificate of instruments	YES/NO
~		120/110



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

<u>ANNEXURE – VI</u>

BID Ref. No. PIIC/TENDER/011/2024-25 dated 20/02/2025

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-VII

MANUFACTURER'S AUTHORIZATION FORM

То

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 TE 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 -- VIII

Details of Pharmaceutical Companies to whom supplied & installed in the last Three years

	Name, Address, Project Details		t Details	
Sl. No	Contact No, Email id, Contact person No	Details of the equipments supplied	Project Value Rs Lakhs	Completion Date
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 -IX

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 X

(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 to purchase Peristaltic Pump as per Annexure I 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 abtain 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 <u>COMMITMENTS OF THE BUYER</u>

- 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 <u>COMMITMENTS OF BIDDERS</u>

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:

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.



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- 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 for any other contract with The Pasteur Institute of India, Coonoor for any other contract with The Pasteur Institute of India, Coonoor for any other contract with The Pasteur Institute of India, Coonoor for any other contract with The Pasteur Institute of India, Coonoor for any other contract with The Pasteur Institute of India, Coonoor for any other contract with The Pasteur Institute of India, Coonoor for any other contract with The Pasteur Institute of India, Coonoor for 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.
- 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.



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3.14 In case of sub contracting, the bidder shall take the responsibility of the adoption of IP by the sub-contractor.

4. <u>PREVIOUS TRANSGRESSION</u>

- 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. <u>EARNEST MONEY /SECURITY DEPOSIT</u>

- 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. <u>SANCTIONS FOR VIOLATIONS</u>

- 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.
 - (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.



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- (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

- 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: <u>VIJAYEDTM@GMAIL.COM</u>)
 - 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)
- 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.
- The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
- 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.
- 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



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the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

- 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 confidentially.
- 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.
- 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.
- 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.

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.



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VALIDITY

- a. 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.
- b. 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
- c. The Parties hereby sign this Integrity Pact as part of the contract at -----on ------ and parties concerned are bound by it provisions.

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