

**PASTEUR INSTITUTE OF INDIA,**  
**COONOOR – 643 103**



**RE-TENDER CORRIGENDUM**

Date: 06/06/2019

I am directed to convey that competent authority has decided to go for re-tender for Operation & Maintenance (O&M) Services for Effluent Treatment Plant/UF/Sewage Treatment Plant at Pasteur Institute of India, Coonoor due to Administrative reasons. Bidders are advised to go through the new tender document and new price bid before submitting the bids.

Sr. Research Officer

**Tender No.PII/MAINT/O&M/ETP&STP/16 dated 06.06.2019**

**Tender Document for Operation & Maintenance (O&M) Services for  
Effluent Treatment Plant/UF/Sewage Treatment Plant  
at Pasteur Institute of India, Coonoor**

**INDEX**

<b>Sl. No.</b>	<b>Description</b>	<b>Page No.</b>
1	PIIC Covering Letter	3-5
<b>2</b>	<b>PART – 1 Technical Bid</b>	<b>6</b>
3	Section I - Bidders' Qualification Criteria, Bid Evaluation Criteria & Bid Rejection Criteria	7
4	Section II- General Conditions of Contract	8-16
5	Section III - Special Condition of Contract	17-24
6	Section IV - Statement of credentials	25-26
7	Section V - BG format for EMD/ BID SECURITY	27-28
8	Section VI - BG format for Security deposit / performance security	29-30
	Section VII – Integrity Pact	31-36
<b>9</b>	<b>PART – 2 Price Bid</b>	<b>37</b>
10	Price Bid Format	38

**Last Date for Bid submission: 22.06.2019 at 15.00 Hrs**

## PIIC Covering Letter

To

M/s.....

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Dear Sir(s),

**Sub: Appointment of contractor operation & maintenance services for Effluent Treatment Plant/UF/Sewage Treatment Plant at PII, Coonoor**

Pasteur Institute of India, Coonoor (PIIC) invites sealed tender for selection of contractor for operation & maintenance services for Effluent Treatment Plant/UF/Sewage Treatment Plant at PII, Coonoor.

Important dates and other information of this tender document are given below for ready reference of the Bidders:

Tender Fee	: Rs.1000/-
Due Date and Time of Bid Submission	: 22.06.2019 @ 15.00 Hrs.
Date of Technical Bid Opening	: 22.06.2019 @ 15.30 Hrs.
Earnest Money Deposit / Bid Security (EMD/ BID SECURITY)	: Rs.50000/-

**Note:** Date and time of opening of the Price bids shall be communicated to technically qualified bidders subsequently.

The Tender document comprises of the following sections:

**Part I (Techno-Commercial Bid)**

Section I	: Bidder's Qualification Criteria (BQC), Bid Evaluation Criteria (BEC) and Bid Rejection Criteria (BRC)
Section II	: General conditions of the contract (GCC)
Section III	: Special Condition of Contract - Scope of work
Section IV	: Formats for Statement of Credentials
Section V	: BG format for EMD/ BID SECURITY
Section VI	: BG format for Security deposit / performance security
Section VII	: Integrity pact

## **Part II (Price Bid)**

Bidders shall submit their offers in TWO parts; Part I and Part II.

### **Part-I: Techno-commercial (Un-priced) bid**

Technical-Commercial Bid includes all documents that are called for as per Bid Eligibility Criteria (BQC) of this Tender Document. All the pages of this tender document should be duly signed and affixed with seal of the firm towards acceptance of all terms and conditions of all sections of the tender document.

### **Part-II: Price bid (contain the value of services in Rupees)**

Price Bid shall be submitted in the same format as attached along with this Tender document duly signed and affixed with seal of the firm. The quoted value in Rupees in digits should also be written in words. In case of discrepancy between value in digits and value in words, PIIC shall consider the value written in words ONLY.

An 'Earnest Money Deposit / Bid Security' (EMD/ BID SECURITY) shall be enclosed in a separate envelope along with the Techno-commercial (Un-priced) bid by way of Demand Draft in favour of Director, PII, Coonoor and, payable at Coonoor. Bidders are permitted to submit Bank Guarantee (BG) issued by any nationalized/scheduled bank as per enclosed format towards EMD/ BS(Earnest Money Deposit / Bid Security) instead of Demand Draft. However, such BG shall be valid for a period of minimum 120 days from the due date of bids submission at PIIC.

Bids received without EMD/ BID SECURITY and bids received after due date of bids submission shall be summarily rejected. No further communication in this regard is entertained by PIIC.

The details of Bidder Qualification Criteria (BQC) are given in the Section I. Bidders are advised to refer to the same. If required, Bidders should get clarified of their doubts during understanding the tender documents with PIIC assigned OIC (Officer In Charge) QA and subsequently submit their quotes/tenders to PIIC. **In order to familiarize with nature and quantum of job; it is suggested to all Bidders / Tenderers to visit the location of operations before submission of their quotes and should get clarified all their doubts in contact with OIC (Officer In Charge) QA.**

Price bid envelope Contains price bid format for each item and to be quoted by the Bidders as per their choice depending on their experience of work handled. After mentioning their quotes against the items in the format, the document shall be signed, stamped with firm name and the price bid document shall be kept inside the Price Bid envelope and the envelope to be sealed with gum properly.

Main envelope to store technical bid envelope and price bid envelope the bidder should procure a big size Envelope to store TWO envelopes - **Technical Bid Envelope** and **Price Bid Envelope** and after keeping both these envelopes in Big Envelope, it should be sealed properly with gum/tape and to be mailed to PIIC writing the Tender No. and Due date on top of the envelope. The Bidder should ensure that his quotation reaches PIIC on or before the Due date as mentioned in PIIC Tender Document for consideration. The bid envelop can be sent to PIIC on address

**The Director,  
Pastuer Institute of India,  
Coonoor.**

Or preferably drop in Tender drop box kept at Administration Department of PII,  
Coonoor.

PIIC reserves the right to reject any or all bidder's quotes/tenders or to accept in part of offers given by Bidders/Tenderers without assigning any reason thereof. Decision of PIIC in this regard will be final and binding on all the Bidders/Tenderers.

Thanking you,

Director  
Pasteur Institute of India, Coonoor

AUTHORIZED SIGNATORY

Encl: As above

**PART -1**  
**TECHNICAL BID**

## **SECTION - I**

### **1. Bidders' Qualification Criteria**

- a) The bidder should have average annual turnover of not less than Rs.75 lakhs during the last 3 years, ending 31<sup>st</sup> March of the previous financial year. Relevant documentary evidence certified by CA to be submitted.
- b) The bidder shall have at least 3 years experience of successfully handling any Pharma/Vaccine company. Bidders should furnish notarized copies of work orders and completion certificate issued by respective organizations to this effect.
- c) The bidders who are blacklisted by PIIC /Central Govt. /State Govt. /Public sector undertaking are ineligible to participate in this tender. Bidder should attach notarized declaration to confirm his eligibility to this effect.
- d) Experience of having successfully completed one single order of operation & maintenance contract at any Pharma / Vaccine company during last 3 years ending last day of month previous to the one in which tenders are invited for value not less than Rs.35 lakhs. Copy of work order along with completion certificate to be submitted with technical bid.
- e) Relevant documentary proofs like Audited Profit and loss account for turnover details, work order copies and completion certificates required to enclose notarized copies for above points to be provided.

### **2. Bid Evaluation Criteria**

- a) The bidder shall accept in to the technical specification & scope of work given in the tender.
- b) Techno-commercially acceptable bids shall be evaluated on overall L1 basis (i.e lowest landed cost to PIIC).

### **3. Rejection Criteria:**

1. Offers received after the due date / time will be rejected.
2. Techno-commercial offer without EMD/ BID SECURITY will be rejected. However, PSU's / firms registered with NSIC/MSE vendors registered with District industries Center (DIC) are exempted from submission of EMD/ BID SECURITY.
3. Non-compliance to any of BQC will be liable for rejection.
4. Non adherence to technical / commercial terms and incomplete bids and bids in deviation to tender conditions will be liable for rejection.

### **Important notes**

- a) PIIC reserves the right to accept or reject unworkable rates of any or all tenderer at any stage of the tender evaluation process at sole discretion of PIIC without assigning any reason thereof.
- b) PIIC reserves the right to take any appropriate decision as deemed fit based on the findings of tender evaluation. Decision of PIIC shall be final and binding on all the bidders in this effect. Bidders shall have to produce all original documents at specified time and place as demanded by PIIC during tender evaluation process and during execution of the contract.

## SECTION – II

### GENERAL CONDITIONS OF CONTRACT (GCC)

#### 1. GENERAL GUIDELINES

- a) Bidders shall submit tender in the prescribed format supplied by PIIC only.
- b) Bidder shall strictly adhere to the terms & conditions and specifications prescribed by PIIC. Special conditions (if any) submitted along with this tender documents by the bidder will not be accepted by PIIC and will lead to technical disqualification.
- c) All entries in the tender must be written in permanent ink or typewritten without use of eraser or overwriting. Corrections if any should be attested under the full signature of the Bidder.
- d) All the rates given in the Tender must be expressed both in words and in figures and in case of difference between the two, the rates given in words would be final and considered correct.
- e) All Bidders are required to read the terms & conditions of this Tender document carefully and return one set duly signed on each page by them as token of having read, understood and accepted the terms & conditions along with information called for by PIIC.
- f) All Bidders are required to give details in the Performa attached and attach to Technical bid.
- g) Bidder should have independent ESI & PF code provided by Employee State Insurance Corporation (ESIC) and Employees Provident Fund Organization (EPFO). The details should be enclosed along with the technical bid. However, in the event of non-availability of PF code at the time of submitting the bid, the successful bidder shall obtain the same within 30 days from the date of commencement of the work and an undertaking to this effect shall be enclosed.
- h) The wages paid by the successful bidder to their employees / workmen shall be fair. The successful bidder will pay higher of wage prescribed by Tamilnadu and Central Government Minimum Wages notifications from time to time.
- i) All safety gadgets, Uniforms shall be given to the employees engaged by the successful bidder for working inside PIIC premises by the bidder at his own cost as per PIIC requirements.
- j) Bidders will be communicated by Post / Email / Fax regarding the date and time fixed for submitting counter offer at PIIC.
- k) Only the proprietor of the firm or the legally authorized representative of the firm may personally attend pre bid meeting/ discussion submitting revised offer, as the commitments made and / or clarifications given during the revised offer will be binding on the Bidder(s). He/ She should carry the necessary authorization letter to attend such revised offers and to hand over an authenticated copy of the same to PIIC's representative/s participating in revised offers. Copies of documents submitted along with the tender documents and other documents to substantiate the statements made in the tender document are to be verified by PIIC with corresponding original documents brought by the bidders during revised offers.



## **2. EARNEST MONEY DEPOSIT / BID SECURITY**

- a) Tender submitted without requisite amount of EMD/ BID SECURITY will be rejected.
- b) PIIC reserves the right to reject any tender or all the tenders without assigning any reason whatsoever.
- c) The Bidders or their representatives with necessary authorization letter can be present during the technical bid opening / Pre bid conference.
- d) PIIC will not be responsible for loss or late / non receipt of tender documents.
- e) No interest shall be payable on Earnest Money Deposit / Bid Security.
- f) EMD/ Bid Security shall be paid by bidders in the form of Demand draft or Pay Order drawn on Scheduled Bank in favour of Director, Pasteur Institute of India, Coonoor or Bank Guarantee (BG) in prescribed enclosed format and issued by any scheduled/ Nationalized Bank with a validity period of 120 days from the bid closing date. The DD/ Pay Order / BG shall be put in a separate sealed cover. **Payment in other mode such as Cheques / cash etc. towards EMD/ BID SECURITY will NOT be accepted.**
- g) **Earnest Money Deposit / Bid Security (EMD/ BID SECURITY) is liable to be forfeited if, Bidder withdraws or modifies his offer in full or part during the validity period of the offer or does not accept Purchase /Work Order if, placed by PIIC or does not confirm acceptance of the order within the stipulated time after placement of order or If documents submitted along with the bid are found false, fabricated etc during execution period of the order.**
- h) The bidder registered with NSIC for the item tendered and PSU'S are exempted from payment of EMD/ BID SECURITY.
- i) Earnest Money Deposit / Bid Security will be refunded to all unsuccessful Bidders without any interest within 15 days from the date of finalisation and awarding of work order to the successful bidders.
- j) If, the successful bidders commence work and also deposit the security deposit / performance security with PIIC in the prescribed format within the specified period, PIIC shall return Earnest Money Deposit / Bid Security paid by bidder without any interest thereon within 15 days of issue of work order.

## **3. PRICE BID VALIDITY AND BID OPENING**

- a) Bidders are requested to carefully study all the tender documents along with the Terms and conditions so specified therein before quoting their rates as no alteration in the rates quoted by bidders will be allowed.
- b) The rates quoted by the successful bidders shall remain firm during the validity period of the work order, except for imposition of any new statutory levies / taxes / duties on services if applicable. The rates quoted by the bidders shall be inclusive of all currently applicable duties, taxes and charges except service tax. Service tax shall be payable extra on the rates quoted by bidders at applicable statutory rate.

- c) The rates quoted by the bidders against this tender shall remain valid for a period of **120 days** from the date of opening of price bid. After evaluation of price bid and awarding of work order to successful bidder, the rates quoted by the successful bidder shall remain valid for the full validity period of the contract including the extended period, if any.

#### **4. ACCEPTANCE OF TENDER**

PIIC reserves the right to accept or reject in part or whole, any or all the tenders received without assigning any reason, whatsoever. PIIC is not bound to accept the lowest tender and also reserves the right to split the tender if deemed fit. The decision of PIIC in this regard shall be final and binding on all bidders.

#### **5. COMMERCIAL TERMS**

##### **5.1 Security deposit / performance security**

- a) **Successful Bidders shall be required to furnish security deposit / performance security within 15 days of issuance of LOI / Work order by PIIC and before commencement of work. Amount of Security deposit / performance security (SD) shall be 10% of the work order value. The SD shall be deposited by successful bidder in the form of Bank Guarantee. The Bank Guarantee shall be drawn on any Nationalized / scheduled bank as per standard Performa provided with by PIIC and shall remain valid for a period of six months beyond maximum possible validity period of the contract work order.**
- b) PIIC shall not pay any interest on Security Deposit / performance security under this contract.
- c) **Successful bidder shall submit separate Security Deposit / performance security for each contract with PIIC.**
- d) **Successful Bidder, subjected to meeting of all requirements under this tender document, shall be entrusted with work only after signing of agreement as per enclosed standard format with this tender document and payment of the security deposit / performance security as mentioned at point (b). Security deposit / performance security shall be forfeited in case the bidder fails to execute the order.**
- e) PIIC is entitled without being bound to adjust the whole or any portion of this Security deposit / performance security towards the recovery of any amount due from the successful bidder under this or any other contract with PIIC.
- f) PIIC is entitled to recover any loss / claim and / or damage arising out of the poor performance of the contract against the SD deposited of the successful bidder. Any loss / claims / damages higher than SD amount will be recovered from payments to be made by PIIC to the successful bidder under this contract or deposits made by or payments due to the successful bidder under any other contract with PIIC.
- g) The security deposit / performance security (SD) shall be refunded to the successful bidder after completion of this contract satisfactorily within 15 days from the date of written request from the bidder in this regard. The successful bidder must preserve cash receipt issued by PIIC towards security deposit / performance security. In the event of loss / misplacement of the cash receipt of the SD, the refund shall be made by PIIC only after furnishing of an Indemnity Bond by the successful bidder in the prescribed Performa, on non-judicial stamp paper of appropriate value duly notarized. The successful bidder shall bear all expenses towards execution of the indemnity bond.

## **5.2 Payment of bills**

- a) No advance payment shall be made to the successful bidder by PIIC against this work order.
- b) The successful bidder will submit running bills for every first month for the work executed in previous month.
- c) PIIC shall disburse payment for the actual work done / supply of materials / Job / services performed and certified by the Officer in Charge QA (OIC). Such payments will be made within 30 days of certified bills received at Accounts department of PIIC.
- d) Necessary deductions on account of GST credit / other taxes / duties as applicable and other deduction such as income tax etc., if any shall be deducted by PIIC from the contractor's Running bills.
- e) The successful bidder shall authorize their representative to correct accounting documents of PIIC assets and / or products kept under his custody on behalf of PIIC and they will be liable for any discrepancy due to improper accounting of products therein.

Notwithstanding anything contained contrary in this contract, the Successful bidder shall be entitled for receive payment against his final bills after adding/deducting amount arises considering any erroneous accounting done in the accounting documents handled by Successful bidder authorized representative.

- f) PIIC has introduced Electronic payment system for all vendors / contractors bills payment. All payments shall be through electronic mode (RTGS/NEFT) from PIIC Bank Account. Therefore, the successful bidder shall furnish his bank account details to PIIC. Any change in the particulars shall be immediately informed to PIIC.
- g) The successful bidder shall furnish serially numbered and signed invoice / bill (in triplicate) containing W C T / Service Tax Registration Number /GST along with monthly bill for processing at PIIC. PIIC will be unable to process the Bill for payment unless the conditions prescribed under Service tax Rules as given above are complied with the successful bidder

## **6. INSPECTION/ OPERATION CONTRACT**

PIIC shall be entitled at all reasonable times to inspect the services / work or any part thereof under this contract. The Successful bidder shall provide all necessary assistance to PIIC in this regard. The successful bidder shall make all necessary corrections in quality of services / work under this contract to the satisfaction of PIIC.

## **7. SUB-LEASING/OPERATION OF CONTRACT**

The successful bidder shall not be allowed to sublet or assign the benefits of the Purchase / Work order placed on them by PIIC to any other party without prior written consent of PIIC.

## **8. CANCELLATION /TERMINATION**

PIICs right to cancel the contract under the terms, aforesaid shall be without prejudice to any of its other rights and remedies against the successful bidder. PIIC will be at liberty to fore close this contract / work order without assigning any reason, whatsoever, by giving an advance notice of 1 (One) month's period.

**PIIC will cancel / terminate the contract:**

- a) If, the successful bidder is not able to perform the work within the time limits specified and in accordance with the contract. Under such situation, PIIC shall have the right either to cancel the whole or any part of the contract without being liable in any manner whatsoever to the successful bidder and without prejudice to any other rights of PIIC to get the work done from the alternate sources at the entire risk and cost of the successful bidder.
- b) If, the successful bidder shall commit a breach of any of the conditions stipulated in contract and fail to rectify such breach within four days of the receipt of the written notice from PIIC in this regard.
- c) If, it is found at a later date after award of contract that the Order has been secured by the successful bidder by providing false information or by concealing relevant information.
- d) If, the successful bidder fails to do, perform, render, execute ,fulfill, keep, carry out, discharge or handle any, work, service, obligations, responsibilities and liabilities here under; PIIC shall, at its sole discretion, be entitled to terminate the contract awarded to the successful bidder / successful bidder hereunder at the latter's risk cost and consequences and without any prior notice or reference to it and without prejudice at any time likely before the expiry of the contractual period or any extended period thereof.
- e) If, the performance of the successful bidder is not satisfactory in PIIC's opinion, decision of PIIC shall be final and conclusive and shall not be open to challenge. Such termination shall be effective from the date specified in notice issued in writing to the successful bidder. In such an event, PIIC shall be entitled to make alternative arrangements for getting the work and services under the contract awarded to the Successful bidder and recover the additional cost from his bill or security deposit / performance security. The Successful bidder will be liable to compensate PIIC the losses/damages and costs which PIIC may have to suffer or bear as a result of its having to make such alternative arrangements.
- f) If, the successful bidder fails to comply with applicable statutory obligations during carrying out O & M services at PIIC.
- g) In the event of negligence /carelessness by O&M contractor resulting in any accident / loss of property or human life at PIIC during contract/agreement period.
- h) In the event of sustained poor performance by the O&M Operator in terms of abnormally high loss of products beyond set target of PIIC.
- i) In the event of accidents due to negligence of the O&M Contractor, when PIIC receives notices from statutory authorities in this respect.
- j) If the O&M Contractor or its workmen are found involved in pilferage of products.
- k) If termination arises out of Governmental policy or directive or other reasons beyond the control of the company
- l) In the event of PIIC cancelling the contract, it shall not be liable to pay for any loss or compensation in respect of such cancellation. PIIC shall be at liberty to cancel the contract forthwith at any time:-

## **9. CORRECTNESS OF DOCUMENT**

It shall be understood that every endeavor has been made to avoid error which can materially affect the basis of this tender document. The successful bidder shall take upon himself and provide for risk of error(s), if any, which is discovered in this tender document at later date after awarding of contract and shall make no subsequent claim on account thereof. In other words, no advantage shall be taken by the successful bidder / successful bidder of any clerical error / mistake which may occur in the general specification, schedules, scope of work and other terms & conditions of this tender document.

## **10. FORCE MAJEURE CLAUSE**

If, at any item during the continuance of the contract the performance in whole or part by either party of any obligation under the contract shall be prevented or delayed by reasons of war, hostility acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts or acts of God (hereinafter referred to as events) then provided notice of the happenings of any such events if given by either party or the other within twenty one days from the date of occurrence thereof, neither party shall by reasons of such event, be entitled to terminate the contract nor shall either party have any claim for damage against the other whether in respect of such non-performance or delay in performance. Deliveries or acceptance of deliveries under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist and the decision of PIIC as to whether the deliveries or acceptance of deliveries have to be so resumed or not shall be final and conclusive provided further if the performance in whole or part or any obligation under the contract is prevented or delayed by reasons of any such event for period exceeding 60 days either party may at its option terminate the contract.

## **11. BEST PRICE CLAUSE**

The orders placed on successful bidder shall be governed by the "Best price clause" under which, if, successful bidder / successful bidder offers a lower rate / better terms (other than at which order is placed on the items tendered by PIIC) to any other Pharma / Vaccine company (PSUs) / other private parties during the pendency of the order, the same price / terms will automatically be applicable to PIIC with effect from the date of such lower rates offered by the successful bidder / successful bidder to such other parties.

## **12. RISK PURCHASE CLAUSE**

If, the successful bidder does not meet the indents placed by PIIC within the stipulated time, PIIC would be free to use services of any other successful bidder and recover the differential higher / additional cost to be paid to that successful bidder and any other cost incurred to PIIC for such services, from the successful bidder.

## **13. MANPOWER DEPLOYED BY THE SUCCESSFUL BIDDER**

The successful bidder shall deploy adequate staff of the requisite competency that may be required for meeting the scope of services / work called for in this tender document. It is hereby specifically agreed that the responsibility for the employment of staff and their salary, wages remuneration, etc, shall be the sole responsibility of the successful bidder and that PIIC shall not be responsible in any manner directly or indirectly for such employment or expenses so incurred by the successful bidder. The successful bidder shall give a declaration to this effect. The successful bidder has to comply with all Labour related laws / rules in force w.r.t Minimum wages Act, Factories Act, Labour Act and all other such regulations / amendments made from time to time and in force and maintain all

documents as required by Law enforcing Authorities and produce the same as and when called for.

#### **14. LIQUIDATED DAMAGES FOR DELAY IN EXECUTION OF CONTRACT**

If the successful bidder commits any default or breach of terms & conditions of the Work Order placed on them or fail in delivering due performance thereof within the time fixed by the Officer In Charge (OIC) QA (which is the essence of the contract) and does not complete the entire supplies / work on the stipulated due date, PIIC shall be entitled to recover from the successful bidder by way of liquidated damages an amount @ ½ % for full contract amount for every week of delay after work order issue subjected to maximum cumulative deduction of 5 % of the contract value.

#### **15. COPY RIGHT /TRADE MARK OF PIIC RELATED DISCIPLINE**

The successful bidder shall not infringe, copy, imitate or otherwise deal with brand name, trade or merchandise marks or devices of design or copyright belonging to PIIC, entitled to use or otherwise alter, deface or interface with the same or pass off other goods or describe others goods as the same as that of PIIC or having been manufactured of PIIC or otherwise prejudice alter or affect the copyright, trade or merchandise marks or certified packing or design or colour of the company's labels or specification or the price or weight or other codification that is marked on the packing or caused to be given by PIIC, it is expressly agreed that all trademarks, design and copyright shall vest in PIIC, and nothing contained in this offer shall have the effect of creating any right, title or interest in respect of the successful bidder.

#### **16. BUSINESS SECRET/MARKETING DISCIPLINE**

It is hereby specifically agreed by successful bidder that this clause shall be deemed to be a condition going to the root of this offer, that the successful bidder shall not at any time during the subsistence of this contract or any time after its termination, call itself or hold out itself, advertise in any manner whatsoever by publication or otherwise, by printing, in writing or by any visual representation, either in its letter heads or news paper or magazines or leaflets, or by broadcasts over radio or by television or by any other media communication or in any manner whatsoever other than the appropriate Government Authorities to the extent necessary unless so permitted in writing by PIIC.

The successful bidder, hereby, agrees and undertakes not to disclose to any party whatsoever any formulate blend order, specifications, trade secrets, marketing projection or intelligence or any other data or information and shall keep absolute secrecy in all matters pertaining to this offer, all correspondence relating thereto, all instructions given or anything having any relevance with the offer on any matter touching or arising out of this arrangement including the Books, Accounts, papers and correspondence and shall keep strictest secrecy and confidence thereto to any person whomsoever other than appropriate Government Authorities to the extent necessary, unless directed to do so by PIIC in writing.

#### **17. ARBITRATION CLAUSE**

Except, as otherwise provided elsewhere in the contract, if any dispute, difference, question, or disagreement arises between the parties hereto or their respective representatives or assignees, at any time, in connection with, meaning, operation, effect, interpretation or out of the contract or breach thereof, the same shall be referred to decided by an Arbitral Tribunal consisting of three arbitrators. Each party shall appoint one arbitrator and arbitrators so appointed shall appoint third arbitrator who will act as

Presiding arbitrator. Subject as aforesaid the Indian Arbitration and Conciliation Act, 1996 shall apply to the arbitration proceedings under the Contract.

## **18. JURISDICTION**

The successful bidder, hereby, agrees that the Courts situated in Coonoor / Nilgiris alone shall have the jurisdiction to hear and determine all actions and proceedings arising out of this contract. This agreement is subject to the special conditions stipulated in our schedule and issued work Order and subsequent amendments, if any, notified from time to time.

## **19. PROVISION OF WORKMEN'S COMPENSATION ACT**

In every case in which by virtue of the provisions of Section 12, Sub-Section(1) of the Workmen's compensation Act, 1923 or any other law for the time being in force, PIIC as principal is obliged to pay compensation to a workmen employed by the successful bidder, which in the first instance the responsibility of the successful bidder in execution of the work. PIIC will recover from the successful bidder the amount of compensation so paid and without prejudice to the rights of PIIC under Section 12 Sub-Section (2) of the said Act, or any other law for the time being in force. PIIC shall be at liberty to recover such amount or any part there-of by deduction from the bill of the successful bidder of from his security deposit / performance security or from any sum due by PIIC to the successful bidder whether under this contract or otherwise. PIIC shall not be bound to contest any claim made against it under Section 12 Sub-section (1) of the said Act or any other law for the time being in force, except on the written request of the successful bidder and upon his giving to PIIC full security for all acts for which PIIC might become liable in consequence of contesting such claim.

## **20. PF, ESI, REGISTRATIONS, SERVICE TAX ETC.**

- a) The successful bidder shall get registered with the Provident Fund Commissioner and ESI the details of which shall be furnished to PIIC for record and the reference before commencement of the services / work. The successful bidder shall indicate his / their PF Code / ESI Number in the bills.
- b) Labour Law requirements such as Provident Fund Act, Minimum Wages Act, Workmen Compensation Act, Employee State Insurance Act or any such requirements as per rules of Central & State Govt., Competent Authority, in force from time to time shall be strictly complied with by the successful bidder PIIC reserves the right to inspect / verify documents maintained under aforesaid laws / regulation at regular intervals.

## **20. PIIC LIEN ON ALL MONEY DUE**

PIIC shall have a paramount lien on overall money that may become due and payable to the successful bidder and / or also on the security deposit / performance security made under this contract which become repayable to the successful bidder or under any conditions contained herein this contract or sum that may become due and payable to the successful bidder by PIIC for operation execution or under any other contract or transaction of any nature whatsoever between PIIC and the successful bidder.

Further, PIIC shall at all times be entitled to detect the said debt or sum due from the successful bidder from the moneys, securities or deposit which may become payable to the successful bidder under these presents.

The Successful bidder shall have no lien whatsoever on the product to be handled by him or any of the properties of PIIC for any payments due to them on account of this contract or any other work done by them for PIIC and shall not be entitled to claim any lien whatsoever or cause any lien to be created to withhold the product or any other goods, things or assets belonging to or owned by PIIC and which are or may at any time hereafter come into their possession or control.

The Successful bidder within 7 days of the execution of the contract, shall furnish an indemnity Bond incorporating that they will not have any lien whatsoever or will not cause any lien to be created to withhold product or any other goods or assets belonging to or owned by PIIC which are under their possession or control for purpose of settlement of their payments/ claims.



## SECTION – III

### SPECIAL CONDITION OF CONTRACT

#### 1. PIIC in brief :

**Pasteur Institute of India** is an autonomous Institute under the Ministry of Health and Family Welfare, Government of India producing DPT group of Vaccines and supply to Government of India.

- a) The Pasteur Institute of India is spread in 16.5 acres of Land. It has state of the art facility comprising of separate Animal Breeding, Animal Experimental, Formulation, RMFG Facility, Microbiology Lab and Diphtheria, Pertussis, Tetanus production units.
- b) Pasteur Institute of India will provide working space, furniture and computer for carrying out work. Operator should arrange for telephone , mobile, fax and computer with internet connectivity for its own communication.
- c) Pasteur Institute of India is currently handling Effluent Treatment Plant/UF/Sewage Treatment Plant.

**Bidders are suggested to visit PIIC to get familiarize with operation of the facility before submitting their quotations to PIIC.**

**SECTION-1 : LIST OF ITEMS UNDER O & M:**

**Sewage Treatment plant - 25 KLD**

The Sewage Treatment Plant has the following treatment steps.

- Bar Screen
- Equalization Tank
- MBBR Tank – 1 & 2
- Polymer Dosing System
- Flocculator
- Tube Settler
- Hypo dosing system
- Pressure sand Filter
- Activated Carbon Filter
- Sludge Drying Bed
- Centrifuge

**Effluent Treatment plant – 55 KLD**

The Effluent Treatment Plant has the following treatment steps.

- Screen chamber
- Equalization Tank
- Flash Mixer
- Flocculator-1
- Settling Tank-1
- MBBR Tank – 1 & 2
- Caustic Dosing System
- Polymer Dosing System
- Alum Dosing System
- Flocculator-2
- Settling Tank-2
- Pressure Sand Filter
- Activated Carbon Filter
- UF Feed Pump
- UF Dosing System
- UF System
- Sludge Drying Bed

- Centrifuge

## **SECTION 2: Scope of Work**

### **SCOPE OF WORK DETAILS FOR OPERATION AND MAINTENANCE OF ETP/STP:**

#### **A. General scope of work**

1. To high light deviation in input parameters and highlighting dangers if continued and record it and deal
2. Inspection and testing of UF membranes/ diffusers of aeration tank etc are part of operations team
3. Preparation & Submission of daily MIS, weekly/monthly report and annual report/budget planning
4. Check the quality parameter of water in inlet and outlet of each stage every day
5. Collection of sludge and disposal.
6. Maintaining of sludge drainage bed and solid waste management.
7. Coordinate with plant/ utility operator/boiler house/ETP& STP/coordinate with maintenance team
8. Daily/weekly/ monthly report, cost control, ensuring stock of chemicals and consumables / maintaining the waste solid statute book recording/ disposal record etc
9. To maintain all statutory records related to Pollution control board as per the requirements.
10. Maintaining the house keeping of the ETP,STP & UF area is in vendor scope
11. Performance of the ETP & Water management to be improved within a month period from the date of takeover of the plant however the quantity depends on the system designed capacity.
12. ETP, UF and STP break down maintenance was the core responsible of O&M employees.
13. Shift communication mobile to be maintained by the vendor during every shift. (Communication shall be sent on Shift basis to Engineer & manager).
14. One set of tool box with all necessary tools to be supplied to the operator by vendor for normal operation and maintenance of ETP, UF & STP.
15. Breakdown report to be submitted by the vendor for all breakdowns occurred in plant within a day with why analysis & proper Root cause.
16. Site Engineer should visit the site once in a month and whenever Emergency situation occurred.
17. Any other points / works not specified in the conditions are mutually to be discussed and agreed.
18. Notification of stock, consumption & requirement related to Consumables and Spares.
19. Monitoring online monitoring system and compliance has to be adhered as per the guidance of TNPCB consent.
20. Follow up activities of sample collection along with TNPCB.
21. O&M Uniform & basic PPE's for O&M Team by vendor

#### **B. Routine Cleaning And Subjective Maintenance**

Minor maintenance, Break-down and other major maintenance shall be arranged by the Vendor with the approval of PIIC unless specifically and separately agreed upon mutually. Relevant Terms and Conditions for such activities, if requested from the contract vendor, shall be submitted on request.

#### **PPE Protective Equipment & uniform:**

Aqua Matrix will supply following PPE for day to day Operation purpose to the Operation Team.

- 1 Safety Helmet

- 2 Safety Shoe
- 3 Safety Glass
- 4 Gloves for Chemical Handling
- 5 O&M Uniform

Vendor should replace above items in case of any defect as per safety policy irrespective of frequency.

PIIC should provide following safety gears during any maintenance activities.

- 6 Safe Passage and work place approach (like building platform between storage tanks, Life Line, ladder, lanyard etc.)
- 7 All types of Electrical Safety Tools
- 8 Any Special type of safety tools not mentioned above but require to perform the job
- 9 All Safety Permit and License
- 10 Safe Work place and Safe approach
- 11 Ventilation & fresh air inlet for all underground tanks in WTP, WWTP & STP.

Vendor should do the following:

- Equipment Lifting and Shifting: All lifting and shifting tools like Chain pulley block, additional labor and mechanized lifting tools like Hydra and crane will be under vendor scope.
- Equipment Overhauling and Major Maintenance: Any type of equipment overhauling, Special Services and Maintenance (which is carried out by third party or OEM): Any type of equipment Special service or Maintenances, Calibration, Certification will be under vendor scope.
- All spares required for ETP/STP/UF Plant & its replacement
- OEM related service or maintenance under vendor scope.
- All works in HT Area.
- Diesel Generator/ Pump, Fire Hydrant and Fire extinguisher and any component beyond the scope boundary
- All Equipment , Instruments, PLC, Software OEM related service or maintenance in under vendor Scope
- Water testing equipment's & Glassware, In case of failure in Lab instrument, vendor to obtain services and support from OEM for necessary rectification.
- Arrangement of 3<sup>rd</sup> Party calibration of Lab instruments and certification including calibration solutions– PIIC will assist in monitoring schedule
- Outlet water quality and quantity is subject to inlet water quality as per Plant existing

design limit, in case of deviation in Inlet water parameters, all KPI delivery and quantity can be get affected and vendor should ensure restoration of inlet limit.

- Vendor should assist for any liasoning or arranging audits like Pollution Control Board and should support PIIC in document preparation and other related activities.
  - Any civil work modification
  - All Chemicals & Consumables required for daily operation
- The PIIC shall provide adequate covered space for storage of consumables, chemicals and spares.

**C. Waste Disposal**

- The disposal of any waste materials shall be the responsibility of the vendor.

**D. Extra Work**

- As part of the routine work of operation, activities such as Annual overhaul, cleaning, maintenance to the civil and structural work, painting, etc. will be under the Vendor's scope.

**E. Other**

- O&M support related to any equipment services with respect this contract shall be assisted/arranged by the vendor with the approval of PIIC.

**Review Meetings**

Vendor should conduct O&M performance review as per following schedule apart from day to day and urgent communication and meeting

- Monthly Review by Site In-charge
- Quarterly Review in presence of O& M manger

**COMMERCIAL TERMS & CONDITIONS**

**PRICE BASIS**

- The price shall be arrived on following basis
- Operation of the plant in three shift basis.
- Providing of skilled manpower for every operation.
- The price shall be exclusive of spares, consumables, calibration and incidental expenses such as breakdown and shutdown maintenance.
- The Manpower shall be provided by Vendor may be a combination of both vendor's permanent staff or contract staff or third party suppliers as the case may be.
- Any skilled or unskilled staffs for cleaning inside and outside facility shall be in the scope of vendor.

**VALIDITY**

This offer shall be valid for ninety days from the date of offer.

**Note:**

Penalty will be on the vendor for any purposeful breakdown / shutdown / production loss / machine downtime in operation and Maintenance of facility. The manpower deputed for Operation & Maintenance should be well experienced and dedicated personnel to undertake the defined scope of services as part of this proposal. The cost for personnel will be paid based on the actual employees deputed at the site.

The O & M Contractor must provide a day training in six month to their deployed person for adherence of Guidelines, Quality Control Manual, and Operations manual, standard maintenances guidelines, Do's and Don'ts in electrical handling etc. at their own cost under supervision of PII, Coonor.

Maintenance: The O&M Contractor should prepare equipment-wise exhaustive preventive maintenance checklist (daily / weekly / monthly as the case may be) for Mechanical/Electrical/ Instrumentation equipments as per the O&M / best operating practices for their effective and efficient functioning and deploy competent manpower for carrying out maintenance works. The O &M Contractor should provide own tools & tackles including consumables & spares for routine maintenance of equipments / facilities at PII, Coonor.

Full Charges towards labour, transportation & servicing of equipments, plants & machinery will be borne by the O&M contractor.

Manpower Requirement by O&M Contractor at PII, Coonor

The O&M Contractor is required to assess the requirements and provide sufficient number of qualified, certified (wherever required) & experienced manpower to handle all operations and maintenance.

The deputed manpower deployed:-

- a) To generate various reports / documents / invoicing & should be good in computer skills and conversant with MS office.
- b) For carrying out various maintenance activity, the deployed manpower should have adequate working knowledge.
- c) Should have no police case registered/ pending. Contractor to provide Police verification certificate for all deployed employee within 30 days of deployment.
- d) Should be physically fit. Contractor to get medical checkup done on its own cost for all deployed employee within 30 days of deployment. The medical certificate should necessarily cover preliminary investigation of blood, urine and heart check up.

Working Hours

The vendor has to provide round the clock operation and maintenance of equipments listed above and the adequate manpower should be deployed accordingly.

## 7. Compliance with Laws & Regulations

The successful bidder to whom work order is awarded by PIIC is referred as Operation & Maintenance (O & M) Contractor.

- a) The O & M Contractor will carry out the operations & maintenance as per company practices, Indian national standards, and international best practices with support of his fully trained staff. The O&M contractor shall submit list of officers/staff deployed at the PII, Coonoor along with their qualifications and experiences etc. In case of change of manpower during contract, the O&M Contractor will obtain permission from PIIC with a request letter giving the reasons for the change of staff.
- b) The O&M Contractor shall comply all applicable statutory requirements, by-laws or regulations applicable to the law of land and operations.
- c) The O&M Contractor shall be responsible to inform PIIC about applicable statutory requirements and by-laws amendment applicable in relation to handling PIIC operation.
- e) The O&M Contractor shall familiarize with State / Central labour laws for engagement of labour / contract workmen and shall comply with all applicable statutory requirements. The O&M Contractor shall indemnify PIIC against any fines / penalties imposed by any Statutory Body for any non-compliance against the provisions of the applicable statutes, laws and / or regulations.
- f) The O&M Contractor shall be solely responsible for the salaries, wages and service terms & conditions extended pertaining to the employees / workmen engaged by him and shall maintain requisite records and comply with all laws, enactments, rules & regulations and order obligations with employment of contract labor such as Contract Labour (Prohibition & Regulation) Act 1970, Workmen Compensation Act 1923, Minimum Wages Act 1948, PF/EPF & MP Act 1952, ESI Act 1948, Employer's liability Act 1938, Payment of Bonus Act 1965, Factory Act 1948, Fire & Safety regulations, regulations related to employment of female workforce and such other regulations as may be applicable.
- f) The O&M Contractor shall pay wages to the contract workmen highest of minimum wages declared by central /State labor commissioner. In other words if, the minimum wages declared by State Labour commissioner is higher than the wages declared by Central Labour commissioner, the O&M Contractor shall pay the wages declared by State Labour commissioner or vice-versa.. Also the wages shall be paid as per revised wages declared by Central /State labor commissioner time to time.
- h) It is the O&M contractor's responsibility to obtain State wages and Central wages for submitting to PIIC time to time. The O&M Contractor shall timely disburse wages irrespective of receipt of payments from PIIC, the O&M Contractor shall pay the wages by 7th of next month to the employees/contractor workmen engaged by him at PIIC. Other allied contributions such as bonus, leave wages, ESI, PF etc. to be paid timely as per regulatory and PIIC requirements. The O & M Contractor should submit wages register on 7th of every month to the Director, PIIC after disbursement of wages.
- i) The O&M Contractor shall ensure that the employees/workmen deployed by him will at all time be neatly and properly dressed in appropriate uniform and shall be polite and courteous to all visitors. Officers, employees of PIIC and shall maintain high standard of discipline, decency and decorum.
- j) The O&M Contractor shall obtain and maintain all necessary permits, registers, approvals and licenses in relation of fulfillment of the responsibilities and obligations undertaken by him under this contract.
- k) The O&M Contractor shall be responsible for settlement of any claims/dues in case any of his employees/workmen sustain personal injury or causes damage or loss either to any person or

property within the premises of PIIC. The O&M Contractor shall take necessary insurance coverage of all employees and contractor workmen deployed by him.

8. Communication: The O&M Contractor shall arrange for its Telephone / Fax/ PC/Printer for communication purposes. In addition the supervisor of the workmen should be provided with Mobile phone for all time accessibility.

9. Contract Period

The contract is valid for a overall period of One year from the date of commencement of issue of work order, which may be extended. The contract can be terminated by PIIC at any time by giving advance notice period of one month to successful bidder during the contract period.

10. Charges

The quote of O & M Contractor in price bid should all inclusive of taxes, duties/ levies etc excluding service tax. Service tax, as applicable, will be paid extra by PIIC. The O&M contractor should provide service tax payment challan /certificate for CENVAT claim by PIIC.PIIC reserves the right to withhold the taxes, the reimbursement of which is sought, in the absence of valid challans / vouchers.

11. Insurance

The O & M Contractor must take insurance as per the law to cover risk of deployed manpower, third party liability/damage and other envisaged risk on own cost.



## SECTION – IV

### STATEMENT OF CREDENTIALS

Tenderers should fill their technical offer by providing all information as follows (If not applicable- Please mention as 'N/A') :

1. Name of the Firm
2. Nature of the Firm  
  
(State whether Limited Company, partnership Firm, Co-op. Society or Sole Proprietor, Photocopies of documents Confirming constitution of the firm to be enclosed)
3. Year of Establishment
4. Registration Number, if any
5. Registered Postal Address
6. Telegraphic Address, if any
7. Telephone No. (s)
8. Fax No. (s), if any
9. E-mail ID, if any
10. Address of Branches, if any
11. Name of Directors/ partners / Proprietor (as The case may be) with address & Telephone No.(s).
12. Permanent Income Tax No.
13. Last Income Tax Clearance (Attach Photocopy)
14. Sales Tax Registration(state/VAT/CST)
15. Excise Registration
16. Name of Bankers & Branch with full address
17. Type of Account & A/C No.
18. Name (s) of Authorized Representatives (s)  
Note: Power of Attorney signed by the Director(s)/
19. Partners / Proprietor in favour of the authorized Person signing the tender documents must be enclosed

20. Were you associated with PIIC in any other contract in the past?
21. Are you currently having any contract with PIIC?
22. Are you on the approved list of other Pharma / Vaccine companies/ Public Sector Undertakings / govt. Dept. Etc. If so, furnish true copies of Certificates certifying your performance
23. Please confirm that you have qualified/ trained / experienced staff on your payroll to handle this job
24. Confirmed that Bank Guarantee will be provided For the Security deposit / performance security.
25. Whether the bidder is put on Holiday list of any of the PSU. (If sought later, an affidavit to be produced later to PIIC.)

Note: The Bidder to fill up the above and enclose along with Technical Bid.

Signature of the Bidder with seal

**SECTION-V**

**BANK GUARANTEE PROFORMA FOR EARNEST MONEY DEPOSIT / BID SECURITY**

(On non-judicial paper of Rs. 200/-)

To

The Director,  
Pasteur Institute of India,  
Coonoor.

Dear Sirs,

M/S..... are giving tender for the work of "operation & Maintenance services at PIIC.

The General Tender Notice provides that the bidder shall along with his tender pay a sum of Rs.....(Rupees.....)for the Pasteur Institute of India, Coonoor as Earnest Money Deposit / Bid Security, in the form therein mentioned.

The form of payment of earnest money includes guarantee executed by a scheduled bank, undertaking full responsibility to indemnify Pasteur Institute of India, Coonoor in case of default. The said ..... has approached us and at their request and in consideration of the the premises we ..... having our office at ..... have agreed to give such guarantee as hereinafter mentioned.

1. We ..... hereby agree with you that if default shall be made by ..... in observing performing any of the terms and conditions of the tender, given by them or in payment of any money payable to you under the terms of the tender, we shall, on demand, pay to you in such manner as you direct the said amount of Rupees .....only or such portion thereof not exceeding the said sum as you may from time to time require.
2. You will have the full liberty without reference to us and without affecting this guarantee to postpone for any time or from time to time the exercise of any of the powers and rights conferred on you under the tender given by the said ..... and to enforce or to forbear from enforcing any powers or rights or by reason of time being given to said ..... which under law relating to the sureties would but for the provision have the effect of relating us.
3. Your right to recover the said sum of Rs.....(Rupees .....) from us in manner aforesaid will not be affected or suspended by reason of the fact that any dispute or disputes have been raised by the said ..... and / or that any dispute or disputes are pending before any Officer, tribunal or court.
4. The guarantee herein contained shall not be determined or affected by the liquidation or winding up, dissolution or change of constitution or insolvency or the said ..... but shall in all respects and for all purposes be binding and operative until payment of all moneys, due to you in respect of such liability or liabilities, is made.

5. We have power to issue this guarantee in your favour under our Memorandum and Articles of Association and the undersigned has full power to do the Power of Attorney dated ..... granted to him by the Bank.

Yours faithfully,

.....Bank, by its  
Constituted Attorney

Signature of a person duly authorized  
To sign on behalf of the Bank.

## SECTION-VI

### BANK GAURANTEE PROFORMA FOR SECURITY DEPOSIT / PERFORMANCE SECURITY

(On non-judicial paper of Rs. 200/-)

1. In consideration of Pasteur Institute of India (registered under the Societies Act 1860) is an autonomous Institute under the Ministry of Health and Family Welfare Located at Coonoor - 643103 hereinafter called "PIIC" which expression shall, unless repugnant to the context or contrary to the meaning thereof, include its successor and assigns, having invited/ floated Tender to \_\_\_\_\_ Proprietorship/ Partnership Firm/ Company registered under the Indian Partnership Act 1932/ the Companies Act of 1956, having its office at .....(hereinafter called "TheTenderer" which expression shall, unless repugnant to the context or contrary to the meaning thereof, include its successors and Assigns vide Tender No..... dated..... (hereinafter called "The Tender" which expression shall any amendments/alterations to the Tender by PIIC for O & M services/supply of goods to/Execution of Services for PIIC and PIIC having agreed not to insists upon immediate payment of Earnest Money for the fulfillment and the performance of the said Tender in terms thereof on production of an acceptable Bank Guarantee for an amount of Rs.....(Rupees.....Only).We..... having office..... (hereinafter referred to as "The Bank" which expression shall, unless repugnant to the context or contrary to the meaning thereof, include its successors and assigns at the request and on behalf of the Tenderer hereby agree to pay PIIC without any demur on first demand an amount not exceeding Rs.....(Rupees .....only) against any loss or damage, costs, charges and expenses caused to or suffered by PIIC by reason or non performance and non-fulfillment or for any breach on the part of the Tenderer of any terms and conditions of the said Tender.
2. We, ..... further agree that PIIC shall be the Sole judge whether the said Tenderer has failed to perform or fulfill the said Tender in Terms thereof or committed breach of any of the terms and conditions of the Tender and the extent of loss, damage, costs, charges and expenses suffered or incurred or would be suffered or would be incurred by PIIC on account thereof
3. We .....further agree that the amount demanded by PIIC a such shall be final and binding on the Bank under take to pay the PIIC. the amount so demanded on the first demanded and without any demur notwithstanding any dispute raised by the Tenderer or any suit or other legal proceedings including Arbitration pending before any court, tribunal or arbitrator relating thereto, our liability under this guarantee being absolutes and unconditional.
4. We .....Bank, further agree with the PIIC the at PIIC shall have fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Tender or extend time of the performance by the Tenderer from time to time or to postpone for any time to time any of the powers exercisable by PIIC against the Tenderer and to forbear to enforce any of the terms and conditions relating to the Tender and we shall not be relieved from our liability by reason or any such variation or extension being granted to the Tenderer or any forbearance, act or omission on the part of the PIIC or any indulgence by PIIC to the Tenderer or by any such matter or things whatsoever which under the law relating to sureties would but for this provision have the effect or relieving us.

5. NOTWITHSTANDING anything herein before contained, our liability under this guarantee is restricted to Rs. ....(Rupees.....Only).Our liability under this guarantee shall remain in force until expiration of 60 days beyond the date of completion of all the contractual obligations of the Tender . Unless a demand or claim under this guarantee is made on us in writing within the said period, that is, on or before .....all rights of the Messers under the said guarantee shall be forfeited and we shall be relieved and discharged from all liabilities there under.
  
6. We ..... Bank; further undertake not to revoke this guarantee during its currency except with the previous consent of PIIC in writing.

This guarantee shall not be affected by any change in the constitution of the Tenderer or the Bank or PIIC and shall remain in full force and effect until the liabilities of the Bank are discharged by PIIC.

IN WITNESS WHEREOF the Bank has executed the Bank has executed this document on this.....day of.....2019.

**For.....Bank**

\* Pl. mention / put specific date

## SECTION-VII

### INTEGRITY PACT

between

Pasteur Institute of India, Coonoor (PIIC) hereinafter referred to as "The Principal",

And

M/s \_\_\_\_\_ hereinafter referred to as "The Bidder/Contractor"

#### **Preamble**

The Principal intends to award, under laid down organizational procedures, contract/s for

O & M services vide RFQ No. dated The Principal values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder/s and Contractor/s.

In order to achieve these goals, the Principal will appoint a security deposit / performance security to committee the tender process and the execution of the contract for compliance with the principles mentioned.

#### **Section 1 - Commitments of the Principal**

- (1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-
  - i. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for him/herself or third person, any material or immaterial benefit which he/she is not legally entitled to.
  - ii. The Principal will, during the tender process treat all Bidders with equity and reason. The principal will in particular, before and during the tender process, provide to all Bidders the same information and will not provide to any bidder confidential/additional information through which the Bidder could obtain an advantage in relation to the tender process or the contract execution.
  - iii. The Principal will exclude from the process all known prejudiced persons.
- (2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti-Corruption Laws of India or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

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For "The Principal"

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For "The Bidder/Contractor"

## **Section 2 – Commitments of the Bidder/Contractor**

- (1) The Bidder / Contractor commits itself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
  - i. The Bidder/Contractor will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or immaterial benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
  - ii. The Bidder/Contractor will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartellization in the bidding process.
  - iii. The Bidder/Contractor will not commit any offence under the relevant Anti-corruption Laws of India; further the Bidder/Contractor will not use improperly, for purposes of competition or personal gain, or pass on to others any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
  - iv. The Bidder / Contractor will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- (2) The Bidder / Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.

## **Section 3 - Disqualification from tender process and exclusion from future contracts**

- (1) If the Bidder, before contract award has committed a transgression through a violation of Section 2 or in any other form such as to put his reliability or credibility as Bidder into question, the Principal is entitled to disqualify the Bidder from the tender process or to terminate the contract, if already signed, for such reason.
  - i. If the Bidder / Contractor has committed a transgression through a violation of Section-2 such as to put his reliability or credibility into question, the principal is entitled also to exclude the Bidder / Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a minimum of 6 months and maximum of 3 years.
  - ii. A transgression is considered to have occurred if the Principal after due consideration of the available evidence, concludes that no reasonable doubt is possible.
  - iii. The Bidder accepts and undertakes to respect and uphold the principal's absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing



before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.

- iv. If the Bidder / Contractor can prove that he has restored / recouped the damage caused by him and has installed a suitable corruption prevention system, the principal may revoke the exclusion prematurely.

#### **Section 4 - Compensation for Damages**

- (1) If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover from the Bidder liquidated damages equivalent to Earnest Money Deposit / Bid Security / Bid Security.
- (2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages equivalent to Security deposit / performance security / Performance Bank Guarantee.
- (3) The bidder agrees and undertakes to pay the said amounts without protest or demur subject only to condition that if the Bidder / Contractor can prove and establish that the exclusion of the Bidder from the tender process or the termination of the contract after the contract award has caused no damage or less damage than the amount of the liquidated damages, the Bidder / Contractor shall compensate the principal only to the extent of the damage in the amount proved.

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For "The Principal"

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For "The Bidder/Contractor"

## **Section 5 - Previous transgression**

- (1) The Bidder declares that no previous transgressions occurred in the last 3 years with any other Company in any country conforming to the TI approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
- (2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

## **Section 6 - Equal treatment of all Bidders / Contractors / Subcontractors**

- (1) The Bidder / Contractor undertakes to demand from all subcontractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing
- (2) The Principal will enter into agreements with identical conditions as this one with all Bidders, Contractors & Subcontractors.
- (3) The Principal will disqualify from the tender process all bidders who do not sign this pact or violate its provisions.

## **Section 7 - Criminal charges against violating Bidders / Contractors / Subcontractors**

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion this regard, the Principal will inform the Vigilance Office.

## **Section 8 – An Internal Security deposit / performance security with a Chairperson (4 Members or to be decided by the Director, PII, Coonoor)**

- (1) The Principals appoints competent and credible internal security deposit / performance security for this Pact. The task of the security deposit / performance security is to review independently and objectively, whether and to what extend the parties comply with the obligations under this agreement.
- (2) The security deposit / performance security performs their functions neutrally and independently. The security deposit / performance security reports to the Director, Pasteur Institute of India, Coonoor.
- (3) The Contractor accepts that the security deposit / performance security has the right to access without restriction to all project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the security deposit / performance security, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The security deposit / performance security is under contractual obligation to treat the information and documents of the Bidder / Contractor with confidentiality.
- (4) The Principal will provide to the security deposit / performance security 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 principal and the Contractor. The parties offer to the security deposit / performance security the option to participate in such meetings.

- (5) As soon as the security deposit / performance security notices, or believes to notice, a violation of this agreement, the security deposit / performance security will so inform the Director, Pasteur Institute of India, Coonoor and request the to discontinue or heal the violation, or to take other relevant action. The security deposit / performance security can in this regard submit non-binding recommendations. Beyond this, the committee has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action. However the Internal committee shall give an opportunity to the bidder / contractor to present their case before making its recommendation to the Principal.
- (6) The Committee will submit a written report to the Chairperson of the committee of the Principal within 8 to 10 weeks from the date of reference or intimation to the committee by the 'principal' and, should the occasion arise, submit proposals for correcting problematic situations.
- (7) If the Committee has reported to the Chairperson of the committee a substantiated suspicion of an offence under relevant Anti-corruption Laws of India, and the Chairperson has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Committee may also transmit this information directly to the Central Vigilance Commissioner, Government of India.

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For "The Principal"

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For "The Bidder/Contractor"

**Section 9 – Pact Duration**

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the respective contract, and for all other Bidders 6 months after the contract has been awarded.

If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged / determined by Chairperson of the Principal.

**Section 10 – Other Provisions**

- (1) This agreement is subject to Indian Law, Place of performance and jurisdiction is the Registered Office of the Principal, i.e. Coonoor / Nilgiris. The Arbitration clause provided in the main tender document / contract shall not be applicable for any issue / dispute arising under Integrity Pact.
- (2) Changes and supplements as well as termination notices need to be made in writing. Side Agreements have not been made.
- (3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- (4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

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For "The Principal"

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For "The Bidder/Contractor"  
(Name & Signature with Seal)

Place: Coonoor

Date:.....

Witness

Witness

1.....

1.....

2.....

2.....

**PART- 2**  
**PRICE BID**

**Price Bid Format**

**E-Open Tender No.**

**Tender Document For Operation & Maintenance (O&M) Services for  
Effluent Treatment Plant/UF/Sewage Treatment Plant  
at Pasteur Institute of India, Coonoor**

<b>Particulars</b>	<b>Total value in Rs. (in Digit)</b>
<b>Fixed Monthly O&amp;M Charges</b>	
<b>Total value in Rs. (in Words)</b>	

**Note:**

1. Rate quoted by the bidders shall be firm & shall be valid during the entire contract period of 1 Year.
2. Rates quoted shall be inclusive of all taxes/ duties. **Service Tax Extra at actuals.**

Place:

Date:

**Signature of Tenderer with seal**