

INDIAN COUNCIL OF MEDICAL RESEARCH

V. RAMALINGASWAMI BHAWAN
ANSARI NAGAR, NEW DELHI – 110029

File No: ICMR/CPC/2024-25/Dengue/40-Part(2)

Date: 20.09.2026

NOTICE INVITING TENDER (PAC BASIS)

PROCUREMENT OF DENGUE NS1 ANTIGEN ELISA KITS

1. Invitation of Bids

The Director General, Indian Council of Medical Research (ICMR), New Delhi invites bids from the Authorized Manufacturer/Authorized Distributor of M/s InBios International Inc., USA for procurement of Dengue NS1 Antigen ELISA Kits to be supplied at ICMR-National Institute of Virology (NIV), Pune.

The procurement is being undertaken on Proprietary Article Certificate (PAC) basis as approved by the Competent Authority.

2. Requirement

Name of Item: Dengue NS1 Antigen ELISA Kit

Quantity: 450 Kits

Delivery Period: 540 days from the date of issue of Purchase Order.

Delivery Schedule: Supply shall be made in staggered manner as under: **25 Kits per month for 18 months**. The supplier shall strictly adhere to the delivery schedule indicated in the Purchase Order.

3. Justification for the procurement of Inbios Dengue NS1 antigen ELISA kit

The project titled "A Phase III, Multicenter, Randomized, Double-Blind, Placebo-Controlled Study to Evaluate the Efficacy, Immunogenicity and Safety of Single dose of Dengue Tetravalent Vaccine, Live Attenuated (Recombinant, Lyophilized) – "DengiAll" of Panacea Biotec Limited in Healthy Indian Adults" is a multicentre regulatory trial which is of National Health Priority. This study is presently being conducted across 20 sites spread in 18 states of India. Accurate clinical diagnosis and laboratory confirmation of dengue infections is a challenge due to multiple factors such as cross-reactivity with closely related similar viruses, poor specificity and sensitivities of the test kits, antigenic diversity of the four serotypes of dengue viruses etc. Therefore, it is very important that we use highly reliable test kits and reagents for the trial that would be able to diagnose all cases and serotypes of dengue.

The Inbios Dengue NS1 antigen ELISA test kits placed for procurement are for measuring serum Dengue NS1 levels in participants at the time of enrolment in the study, and for the diagnosis of recent dengue infection during fever surveillance in placebo and vaccine recipients. This is critical for measuring the various endpoints of the primary and secondary objectives of the study. Further, for fulfilling the end point of the primary objective i.e. vaccine

efficacy, a virological confirmation of dengue infection after 28 days of vaccination will be conducted among all trial participants. Therefore, it is important to use uniform test kits/reagents/procedures/formats to maintain reproducibility and consistency in test results across all 20 sites.

4. Technical Specification

The offered kit shall meet the following minimum specifications:

- I. Kit should be US FDA Cleared &/or CE Marked (Optional).
- II. Sample type should be Serum.
- III. Shelf-life should be 18 months.
- IV. Kit should be containing 96 well/plate.
- V. Early NS1 antigen detection (within the first 7 days onset of symptoms).
- VI. Helps differentiate dengue from other flaviviruses that may cross react with dengue antibodies but not with the antigen.
- VII. High Relative Sensitivity & Specificity: 86.6% PPA & 97.8% NPA with prospectively collected positive and negative confirmed clinical specimens.
- VIII. Kit can be performed in parallel with InBios' FDA Cleared dengue IgM ELISA for presumptive diagnosis of acute or convalescent stage dengue virus.

5. Documents to be submitted by the Bidders for Technical Evaluation

- I. MSE/Startup certificate (if any)
- II. CA certified minimum Avg. annual turnover of bidder of past three financial years -
- III. Past experience - **3 years**
- IV. Past Performance - **50%**
- V. Manufacturer Authorization certificate
- VI. Escalation Matrix certificate
- VII. Data sheet/brochure/website links
- VIII. Technical Compliance statement
- IX. Bid Security Declaration
- X. Bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt
- XI. Land Border Certificate

6. Bid Submission and Last Date for Submission

The bid shall be submitted comprising Technical and Financial Bid, shall be submitted simultaneously to email cpc-hq@icmr.gov.in. Financial bid is to be submitted strictly in the prescribed format (Annexure I)

Last Date for Submission of Bid (Technical and Financial) – 25.09.2026 at 11.00 AM.

7. General Terms and conditions of the Bid

1. **Data Sheet of the product(s)** offered in the bid, are to be uploaded along with the bid documents. Buyers can match and verify the Data Sheet with the product specifications offered. In case of any unexplained mismatch of technical parameters, the bid is liable for rejection.

2. **Experience Criteria:** The Bidder or its OEM (themselves or through reseller(s)) should have regularly, manufactured and supplied same or similar Category Products to any Central / State Govt Organization / PSU for 3 years before the bid opening date. Copies of relevant contracts to be submitted along with bids in support of having supplied some quantity during each of the year. In case of bunch bids, the primary product having highest value should meet this criterion.
3. For hazardous chemicals/items, all precautionary measures as per regulation from the point of transportation/ handling/ storage/ safety/ health/ environment to be undertaken/ specified before dispatch. During dispatch, proper symbols for the hazard/ MSDS/ Batch No./ date of manufacturing/ Gross Weight/ Net Weight/ shelf Life etc are to be written/ printed/ pasted on the body of the packing.
4. Bidders are advised to check applicable GST on their own before quoting. The buyer will not take any responsibility in this regard. GST reimbursement will be as per actuals or as per applicable rates (whichever is lower), subject to the maximum of quoted GST %.
5. **End User Certificate:** Wherever Bidders are insisting for End User Certificate from the Buyer, the same shall be provided in Buyer's standard format only.
6. **OPTION CLAUSE:** The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 50 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity up to 50% of the contracted quantity during the currency of the contract at the contracted rates. The delivery period of quantity shall commence from the last date of original delivery order and in cases where option clause is exercised during the extended delivery period the additional time shall commence from the last date of extended delivery period. The additional delivery time shall be $(\text{Increased quantity} \div \text{Original quantity}) \times \text{Original delivery period (in days)}$, subject to minimum of 30 days. If the original delivery period is less than 30 days, the additional time equals the original delivery period. The Purchaser may extend this calculated delivery duration up to the original delivery period while exercising the option clause. Bidders must comply with these terms.
7. **Other Generic Terms and Conditions:**
 - a. The Seller shall not assign the Contract in whole or part without obtaining the prior written consent of the buyer.
 - b. The Seller shall not sub-contract the Contract in whole or part to any entity without obtaining the prior written consent of the buyer.
 - c. The Seller shall, notwithstanding the consent and assignment/sub-contract, remain jointly and severally liable and responsible to the buyer together with the assignee/ sub-contractor, for and in respect of the due performance of the Contract and the Sellers obligations there under.
8. Without prejudice to Buyer's right to price adjustment by way of discount or any other right or remedy available to Buyer, Buyer may terminate the Contract or any part thereof by a written notice to the Seller, if:
 - a. The Seller fails to comply with any material term of the Contract.
 - b. The Seller informs Buyer of its inability to deliver the Material(s) or any part thereof within the stipulated Delivery Period or such inability otherwise becomes apparent.
 - c. The Seller fails to deliver the Material(s) or any part thereof within the stipulated Delivery Period and/or to replace/rectify any rejected or defective Material(s) promptly.

- d. The Seller becomes bankrupt or goes into liquidation.
 - e. The Seller makes a general assignment for the benefit of creditors.
 - f. A receiver is appointed for any substantial property owned by the Seller.
 - g. The Seller has misrepresented to Buyer, acting on which misrepresentation Buyer has placed the Purchase Order on the Seller.
9. **Manufacturer Authorization:** Wherever Authorised Distributors/service providers are submitting the bid, Authorisation Form /Certificate with OEM/Original Service Provider details such as name, designation, address, e-mail Id and Phone No. required to be furnished along with the bid.
 10. **Bidder financial standing:** 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.
 11. **Bidder Turn Over Criteria:** The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3 years old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
 12. **Certificates:** Material Test Certificate Should Be Sent Along with The Supply. The Material Will Be Checked by Buyer's Lab & the Results of the Lab will be the Sole Criteria for Acceptance of the Item.
 13. **Proof for Past Experience and Project Experience clause:** For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:
 - a. Contract copy along with Invoice(s) with self-certification by the bidder that service/supplies against the invoices have been executed.
 - b. Execution certificate by client with contract value.
 - c. Any other document in support of contract execution like Third Party Inspection release note, etc.
 14. **Past Project Experience:** The Bidder / OEM {themselves or through reseller(s)}, should have executed project for supply and installation / commissioning of same or similar Category Products during preceding 3 financial years (i.e. current year and three previous financial years) as on opening of bid, as per following criteria:
 - a. Single order of at least 35% of estimated bid value; or
 - b. Two orders of at least 20% each of estimated bid value; or
 - c. Three orders of at least 15% each of estimated bid value.

Satisfactory Performance certificate issued by respective Buyer Organization for the above Orders should be uploaded with bid. In case of bunch bids, the Category related to primary product having highest bid value should meet this criterion.

15. **Performance Bank Guarantee (PBG):** The successful bidder shall furnish a Performance Bank Guarantee equivalent to **5% of the Contract Value**, valid for a period of **20 (twenty) months** from the date of award of the contract.
16. **Forms of PBG:** Successful Bidders can submit the **Performance Security** in the form of **Account Payee Demand Draft** (besides PBG which is allowed as per GeM GTC). DD should be made in favour of the **Director General, ICMR payable at Delhi**. After

award of contract, Successful Bidder can upload scanned copy of the DD in place of PBG and has to ensure delivery of hard copy to the original DD to the Buyer within 15 days of award of contract.

17. **Forms of PBG:** Successful Bidders can submit the Performance Security in the form of Fixed Deposit Receipt also (besides PBG which is allowed as per GeM GTC). FDR should be made out or pledged in the name of **Director General, ICMR A/C (Name of the Seller)**. The bank should certify on it that the deposit can be withdrawn only on the demand or with the sanction of the pledgee. For release of Security Deposit, the FDR will be released in favour of bidder by the Buyer after making endorsement on the back of the FDR duly signed and stamped along with covering letter. Successful Bidder has to upload a scanned copy of the FDR document in place of PBG and has to ensure delivery of a hard copy of Original FDR to the Buyer within 15 days of award of contract.

8. Buyer Added Bid Specific Additional Terms and Conditions

1. **Tender Inviting Authority:** This tender enquiry for procurement of 450 kits of NS1 ELISA kits is being invited by the Director General, Indian Council of Medical Research, Ansari Nagar, New Delhi to be supplied at ICMR-NIV, Pune

2. Interested bidders are required to sign "Bid Security Declaration" accepting that if they withdraw or modify their Bids during the period of validity, or if they are awarded the contract and they fail to sign the contract, or to submit a performance security before the deadline defined in the request for bids document, they will be suspended for the period of 6 months from being eligible to submit Bids for contracts with the entity that invited the Bids.

3. **Eligibility:** The Bidder must be a Manufacturer or its authorized Agent.

4. **One Bid per Bidder:** A firm shall submit only one bid either individually or as a partner of a joint venture. A firm that submits either individually or, as a member of a joint venture, more than one bid will cause all the proposals with the firms' participation to be disqualified.

5. ICMR reserves the right to cancel the bid in part or full without assigning any reason and liability to the buyer. On such cancellation the decision of the DG, ICMR will be binding and final on the subject.

6. **Inspections and Tests:** ICMR or its representative shall have the right to inspect and/or test the Goods to confirm their conformity to the Contract specifications. Further, The Supplier may have an independent quality test conducted and the cost of such tests will be borne by the Supplier. b. Inspection of goods shall be carried out by representatives of ICMR and they will issue an acceptance certificate.

7. Packing

(a) The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt, and precipitation during transit and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods, final destination and the absence of heavy handling facilities at all points in transit

(b) The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements strictly as per Technical Specifications, and in any subsequent instructions ordered by the Procurement agency.

(c) Packing and Marking shall be strictly as per Technical Specifications and will be inspected in terms of provisions of specifications before clearing for dispatch.

8. Payment: Payment shall be made on a pro-rata, phase-wise basis against each consignment after its satisfactory receipt, inspection, acceptance by the Consignee, wherever applicable, subject to submission of the Performance Bank Guarantee. This payment is subject to recoveries, if any, either on account of statutory deduction/ taxes/ Liquidated Damages, if any and non-rectification of defects/ deficiencies not attended by the Supplier or otherwise. The firm is required to submit the following documents to ICMR HQrs for payment:

- a. Copy of Purchase Order;
- b. Copy of Extension Order (if any);
- c. Invoice in original showing contract number, goods description, quantity, unit price and total amount;
- d. Installation Report in original duly signed and sealed by the authorized officer of the consignee;
- e. E way bill
- f. Acknowledgement of Receipt of Goods issued by the consignee Institute/Center;
- g. Performance Bank Guarantee

9. Settlement of Disputes:

(a) If any dispute or difference of any kind whatsoever shall arise between the Procurement agency and the Supplier in connection with or arising out of the Contract, the parties shall make every effort to resolve such dispute or difference by mutual consultation.

(b) If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Procurement agency or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.

(c) Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract. In the case of a dispute or difference arising between the Purchaser/Consignee and a domestic Supplier relating to any matter arising out of or connected with the contract, such dispute or difference shall be referred to the sole arbitrator appointed by Director General ICMR.

(d) Arbitration proceedings shall be conducted in accordance with the rules of procedure which are as follows:

(i) The venue of Arbitration shall be the place from where the contract is issued and the language of the arbitration proceedings and that of all councils and communications between the parties shall be English.

(ii) The decision of the majority of arbitrators shall be final and binding upon parties.

(iii) Settlement of disputes through pre-institution mediation and settlement in accordance with the Commercial Courts, Commercial Division and Commercial Appellate Division of High Courts (Amendment) Act 2018, No. 28 of 2018 Chapter IIIA.

(e) **Settlement of Disputes:** Notwithstanding any reference to arbitration herein, a. the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and The Procurement agency shall pay the Supplier any monies due to the Supplier.

10. Consignee details (Place of Delivery, Installation, Commissioning) – ICMR- National Institute of Virology (NIV), Pune

11. Insurance: Unless otherwise instructed, the supplier shall make arrangements for insuring the goods against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the following manner:

(a) In case of supply of goods on Consignee site basis, the supplier shall be responsible till the entire stores contracted for arrival in good condition at destination. The transit risk in this respect shall be covered by the Supplier by getting the stores duly insured. The insurance cover shall be obtained by the Supplier and should be valid till 3 months after the receipt of goods by the Consignee.

(b) If the Equipment is not commissioned and handed over to the consignee within 3 months, the insurance will be extended by the supplier at their cost till the successful installation, testing, commissioning and handing over of the goods to the consignee. In case the delay in the installation and commissioning is due to handing over of the site to the supplier by the consignee, such extensions of the insurance will still be done by the supplier, but the insurance extension charges at actual will be reimbursed.

(c) Insurance would be borne by the Supplier. Insurance Certificate for 110% of the value to be insured in favour of Indian Council of Medical Research, covering all risks basis for the goods from supplier/manufacturer warehouse to consignee warehouse.

12. If the supplier fails to deliver any or all of the goods or fails to perform the services within the time frame(s) incorporated in the contract, the purchaser/consignee shall, without prejudice to other rights and remedies available to the purchaser/consignee under the contract, deduct from the contract price, as liquidated damages, calculated individually on each delayed performance of the contract including delivery, installation, non-submission of documents, etc. a sum equivalent to 0.5% per week of delay or part thereof until actual delivery or performance subject to a maximum of 10% of the contract price. Once the maximum is reached, the purchaser may consider termination of the contract. Since the Liquidated damages are in virtue of non-performance of services, it will attract GST or any other applicable taxes which in turn shall be deducted from the Supplier.

13. GST will be applicable as per the latest GoI notification.

14. The kits should be supplied in staggered manner - 25 Kits per month for the next 18 months, as specified in Buyer Added Bid Specific ATC Document.

15. MII Exemption: Exemption from Make in India (MII) Purchase Preference is applicable to this tender for sourcing spares and consumables of closed systems, vide OM No. P-45021/2/2017-PP (BE II)-Part(4)/Vol.I dated 19.07.2024.

16. Following categories of Sellers are exempted from Years of Experience and Turnover:

(a) Micro and Small Enterprises who are manufacturer of the Primary Product Category and give specific confirmation to this effect at the time of bid submission and whose credentials are validated online through Udyam Registration/ Udyog Aadhaar (as validated by Government from time to time) and through uploaded supporting documents.

(b) Start-ups as recognized by the Department of Industrial Policy and Promotion (DIPP).

17. Bidder is requested to give undertaking Certificate regarding land border "I/ We have read the clause is sued by Government of India regarding restrictions on procurement from a bidder of a country which shares a land border with India; I/ We certify that the bidder is not from such a country or, if from such a country, have been registered with the Competent Authority"

18. It is for general information of Aspirant Manufacturer/ Dealer/ Distributor to submit their representation, if any, on proprietorship of this goods in terms of Rule 166 (i) of GFR, 2017. In case, the product of any other Manufacturer/ Authorized Distributor/ Dealer conforms to the enclosed specifications, they may submit their proposal for the supply of same kits along with the following: - (a) Brochure (b) Point-by-point compliance of the enclosed specifications, along with all relevant documentary evidence. The representation should be submitted through 'cpc-hq@icmr.gov.in' on or before the bid end date, failing which it will be presumed that no other bidder is interested to offer comments/objection and the case will be decided accordingly on its merit.

19. The procurement is proposed under the Proprietary Article Certificate (PAC) to maintain consistency, reproducibility, and continuity of established/standardized methods and protocols throughout the clinical trial, thereby ensuring uniformity in study procedures, comparability of data, and completion of the clinical trial objectives.

20. Wherever foreign certifications such as European CE or US-FDA are mentioned in the technical specifications, the bidder may alternatively submit a valid equivalent Indian Standard.

-Sd/-
Sr. Administrative Officer,
CPC, ICMR Hqrs

Encl:

1. Financial Bid Format

2. PAC

FINANCIAL BID
(on company's letter head)

To,

The Director General,
ICMR Hqrs,
New Delhi

S No	Name of the Item	Unit Cost	Quantity	GST	Discount	Total (incl GST & Discount)
1.	Dengue NS1 ELISA Test Kits		450			

It is hereby certified that the price offered to the ICMR against the present inquiry for 'Dengue NS1 ELISA Test Kits' is not higher than the price at which the same product/ kit has been supplied by our firm, the OEM, or any authorized dealer/distributor of the OEM to any other Government Organization, Public Sector Undertaking (PSU), or Autonomous Body in India.

Date:

(Sign and Stamp of Bidder)

Proprietary Article Certificate
(To be provided by the indenting Institute/ Center)
Valid for the Current Financial Year

File Number and Date Reference		
1	Description of article	DENV Detect™ NS1 ELISA Kit
2	Forecast of quantity/annual requirement	450 kits
3	Approximate estimated value for above quantity	5175000/-
4	Maker's name and address	InBios International, Inc. 307 Westlake Ave. N., Suite 300 Seattle, Washington 98109 USA
5	Name(s) of authorized dealers/stockiests	Unity Biological
6	I approve the above purchase on PAC basis and certify that: -- Note- Tick to retain only one out of (b), (c-1) or (c-2) whichever is applicable and cross out others. Please do confirm (a) by ticking it – without which PAC certificate will be invalid.	✓
6(a)	This is the only firm who is manufacturing/stocking this item. AND	✓
6(b)	A similar article is not manufactured/sold by any other firm, which could be used in lieu OR	✗
6 (c-1)	No other make/brand will be suitable for following tangible reasons (like OEM/warranty spares): OR	✗
6 (c-1)	No other make/brand will be suitable for following intangible reasons (if PAC was also given in the last procurement cycle, please also bring out efforts made since then to locate more sources): OR	
7	Concurrence of Account Officer/ Finance Division of the Institute/ Center to the proposal:	

History of PAC purchases of this item for past three years may be given below

Name of the Supplier	Quantity Ordered	Basic Rate on Order (Rs.)	Adverse Performance Reported if Any
Order/Tender Reference& Date			
ICMR/CPC/PO/2025-26/DengueKits/eFile244281/01	100	11600 /- per kit	-
GEMC-511687711311537-11-Mar-2025	130	11600 /- per kit	-

Date: 14/7/2026

Signature with seal of Director/ Director in Charge

डॉ. निवेदिता गुप्ता / Dr. Nivedita Gupta
वैज्ञानिक 'जी' एवं प्रमुख / Scientist 'G' & Head
संचालन विभाग / Division of Communicable Diseases
भारतीय आयुर्विज्ञान अनुसंधान परिषद / Indian Council of Medical Research
स्वास्थ्य अनुसंधान विभाग / Department of Health Research
स्वास्थ्य एवं परिवार कल्याण मंत्रालय, भारत सरकार
Ministry of Health & Family Welfare, Govt. of India
वी. रामालिंगस्वामी भवन, अंसारी नगर, नई दिल्ली-110029
V. Ramalingaswami Bhawan, Ansari Nagar, New Delhi-110029