



Enquiry No.H/ IMP-IND/ 2019-20/ BCD/ 87

Dated: 20.06.2019

Due Date: 03.07.2019

Dear Sirs,

Sealed quotations are invited for the supply of the following stores under the following terms & conditions

Items

Sl. No	Code	Brand	Quantity	Unit
1	EQSEQU012T		1	
NEXT GENERATION SEQUENCER				
Model: ILLUMINA NextSeq 550				

A HIGH-RESOLUTION BENCHTOP GENOME SEQUENCING PLATFORM CAPABLE OF PERFORMING DIFFERENT TASKS INCLUDING DE NOVO SEQUENCING, STRUCTURAL VARIATION DETECTION, WHOLE EXOME SEQUENCING, SMALL WHOLE GENOME SEQUENCING, CHIP-SEQUENCING, TRANSCRIPTOME SEQUENCING, AND INTEGRATED MICROARRAY SCANNING. IT SHOULD PRODUCE HIGH QUALITY, ACCURATE AND HIGHLY MAPPABLE DATA

Detailed Specification

- THE SYSTEM SHOULD HAVE A REASONABLE RUNTIME TO PERFORM INTEGRATED MASSIVELY PARALLEL SEQUENCING OF DNA/RNA LIBRARIES LOADED DIRECTLY ON THE SYSTEM AND SHOULD OFFER BOTH SINGLE END AND PAIRED END SEQUENCING.
- THE SEQUENCING CHEMISTRY SHOULD EMPLOY ROBUST SEQUENCING BY SYNTHESIS METHOD USING NUCLEOTIDES WITH REVERSIBLE TERMINATOR AND SHOULD MIMIC THE NATURAL BIOLOGICAL CHEMISTRY AND SIMULTANEOUS ADDITION OF ALL FOUR BASES IN THE SEQUENCING REACTION FOR COMPETITIVE ADDITION TO DNA TEMPLATE.
- THE SINGLE INSTRUMENT PERFORMS CLONAL AMPLIFICATION, SEQUENCING, AND PRIMARY DATA ANALYSIS (E.G. BASE CALLING). IT IS DESIRABLE FOR THE INSTRUMENT TO PERFORM PAIRED-END RUN AND A READ LENGTH OF 150 BASE PAIRS OR HIGHER. ALSO, THE SYSTEM SHOULD OFFER FLEXIBLE READ LENGTH TO SUPPORT DIFFERENT APPLICATIONS, LIKE: 2X50 BP, 2X100 BP, 2X150 BP.
- COMPLETE SEQUENCING AUTOMATION FOR CLUSTER GENERATION, TEMPLATE AMPLIFICATION, CHIP LOADING & BASIC BIOINFORMATICS ON BOARD.
- THE SEQUENCING TECHNOLOGY SHOULD OFFER ACCURATE SEQUENCING OF HOMOPOLYMERS AND REPETITIVE REGIONS IN THE GENOME OF 15 BASES OR MORE AND HIGHEST READ QUALITY SCORE OF Q30 FOR MORE THAN 75% OF THE BASE CALLS HAVING >99% ACCURACY ENSURING QUALITY CONTROL STEPS.
- THE SYSTEM SHOULD OFFER A HIGH DATA OUTPUT OF 100GB OR HIGHER (AT LEAST 300 MILLION CLUSTERS) IN A SINGLE RUN.



- SHOULD BE AN OPEN SYSTEM THAT SUPPORTS REAGENTS AND MATERIALS FROM THIRD PARTY VENDORS.
- COMPUTER (INSTRUMENT CONTROL AND ADDITIONAL ONE SYSTEM FOR DATA STORAGE AND ANALYSIS). THE MANUFACTURER MUST PROVIDE A SUITABLE BRANDED COMPUTER/LAPTOP WITH THE SOFTWARE'S PRE-INSTALLED TO RUN THE NGS PLATFORM. COMPUTER:16GB RAM OR BETTER,1.5 TB STORAGE AND AN ADDITIONAL 12 TB OR MORE, 20-INCH LED MONITOR, WIRELESS KEYBOARD AND MOUSE, LASER PRINTER, OPERATING SYSTEM LINUX (2.6 GHZ OR HIGHER) WITH LICENCE KEY. DATA ANALYSIS SOFTWARE AND FREEUPDATE LICENCE KEYS.
- THE SYSTEM SHOULD INCLUDE LATEST SOFTWARE, HARDWARE, ACCESSORIES AND TECHNOLOGY AVAILABLE.
- THE MANUFACTURER SHOULD ALSO PROVIDE KITS AND REAGENTS FOR LIBRARY PREPARATION FROM DNA/RNA. A. RNA/MIRNA FROM BLOOD: 48 SAMPLES B. NEURODEGENERATIVE DISEASE PANEL: 48 SAMPLES C. CARDIOVASCULAR DISEASE PANEL: 48 SAMPLES D. WHOLE EXOME SEQUENCING STARTING FROM DNA: 10 SAMPLES E. TRANSCRIPTOME GENE EXPRESSION PANEL: 24 SAMPLES.
- THE SYSTEM SHOULD COME WITH AN OPTION TO SEND DATA DIRECTLY TO A CLOUD-BASED SERVER FOR DATA STORAGE, SHARING AND ANALYSIS.
- ALL THE NECESSARY KITS, REAGENTS AND OTHER CONSUMABLES NEEDED FOR THE TEST RUNS DURING THE INSTALLATIONS WILL BE PROVIDED BY THE SUPPLIER AT NO EXTRA COST. ALL NECESSARY KITS, REAGENTS AND OTHER CONSUMABLES NEEDED FOR BOTH THE TRAININGS WILL BE PROVIDED BY THE SUPPLIER AT NO EXTRA COST.
- THE VENDOR SHOULD SUPPLY SUITABLE BRANDED UPS WITH AT LEAST ONE-HOUR BACKUP ALONG WITH THE SYSTEM.
- THE SUPPLIER MUST INSTALL THE COMPLETE SYSTEM AT THE SPACE PROVIDED BY SCTIMST, TRIVANDRUM AND DEMONSTRATE A SUCCESSFUL INSTALLATION USING TWO COMPLETE TEST RUNS. THE TEST RUNS MUST DEMONSTRATE THE PROMISED QUALITY AND OUTPUT AS SPECIFIED IN THE PROPOSAL. ANALYSIS OF THE SEQUENCING DATA LIKE QUALITY CHECK, DE-MULTIPLEXING, BASE CALLING, ETC. MUST BE DEMONSTRATED.
- ADEQUATE TRAINING BY TRAINED ENGINEERS AND SPECIALISTS USING ONE COMPLETE RUN SHOULD BE PROVIDED BY THE SUPPLIER TO USERS INCLUDING FACULTIES, TECHNICAL STAFF AND SOME STUDENTS, AT NO EXTRA COST
- THE VENDOR SHOULD PROVIDE ALL ANCILLARY EQUIPMENT REQUIRED FOR SAMPLE PREPARATION AND SEQUENCING AS SPECIFIED BELOW.
 1. ULTRASONICATOR FOR DNA SHEARING [OPERATION AT ULTRASOCIC RANGE (500KHZ), INTEGRATED TEMPERATURE CONTROL (NO EXTERNAL COOLING EQUIPMENT), AND THE PROCESS SHOULD BE ISOTHERMAL, SAMPLE VIALS AND ACCESSORY KITS FOR SHEARING CHROMATIN INTO DIFFERENT DNA FRAGMENT LENGTHS BETWEEN 150 AND 5,000 BP, SUITABLE COMPUTER AND APPLICATION SOFTWARE SHOULD BE PROVIDED, UPS WITH 30 MINS BACKUP SHOULD BE PROVIDED ALONG WITH THE INSTRUMENT]
 2. CHIP-BASED CAPILLARY ELECTROPHORESIS MACHINE [REPLACEABLE ELECTRODE CARTRIDGES SIMULTANEOUS ELECTROPHORESIS OF DNA/RNA ON EXCHANGEABLE CARTRIDGE FROM 1 TO 10 SAMPLES OR MORE, SAMPLE VOLUME REQUIRED SHOULD BE LESS THAN 5 MICROL, START-UP REAGENTS AND CHIPS, THE KIT/SOFTWARE SHOULD PROVIDE SIZE INFORMATION OF THE FRAGMENTS AND ALSO ABLE TO PROVIDE RIN (RNA INTEGRITY NUMBER) OF RNA SAMPLES, COMPATIBLE COMPUTER WITH SOFTWARE AND B/W LASER PRINTER. THE SUPPLIER SHOULD PROVIDE UPS WITH 30 MINS BACKUP]



3. PLATE/TUBE HEATING SYSTEM (2 NUMBERS) [COMPACT, FLEXIBLE HIGH PRECISION TUBE AND PLATE HEATING SYSTEM WITH HEATED LID ALONG WITH HEATBLOCK INSERT AND REGULATES SAMPLE TEMPERATURES $\pm 0.1^{\circ}\text{C}$. TEMPERATURE RANGE: AMBIENT $+5.0^{\circ}\text{C}$ TO 99.0°C , COMPATIBLE PLATE INSERT FOR HEATING SYSTEM (2 NUMBERS) SHOULD BE SUPPLIED]
4. MAGNETIC RACK FOR 1.5-2 ML MICROCENTRIFUGE TUBES [16 OR MORE STANDARD 1.5–2 ML MICROCENTRIFUGE TUBES]
5. MAGNETIC STAND 96 WELL [U-BOTTOM MICROPLATES AND 0.2 ML PCR PLATES WITH NO ADDITIONAL ACCESSORIES. EASY AND FAST MAGNETIC SEPARATION IN AS LITTLE AS 30 SECONDS]
6. TRANSILLUMINATOR [BLUE LED TRANSILLUMINATOR WITH A VIEWING SURFACE DIMENSIONS OF 25 X 22 CM OR MORE, SHOULD BE SUITABLE FOR VISUALIZATION OF A WIDE RANGE OF FLUORESCENT SAMPLES INCLUDING SYBR GREEN, GELSTAR, GELGREEN, SYPRO RUBY, PROQ DIAMOND, FLUORESCHEIN, VARIOUS GFPS ETC, OPTICAL: MULTIPLE HIGH INTENSITY BLUE LEDS, ACCESSORIES SUCH AS AMBER SCREEN AND DR VIEWING GLASSES SHOULD BE INCLUDED.
7. REFRIGERATED MICROPLATE CENTRIFUGE [MAXIMUM RCF: 30,130 X G (17500 RPM), ROTORS FOR MICROPLATES (96 WELL OR MORE) AND 1.5/2 ML (24 PLACES OR MORE), LCD DISPLAY, TIMER WITH CONTINUOUS RUN FUNCTION]
8. REFRIGERATED BENCHTOP CENTRIFUGE WITH SWING-OUT ROTOR [SPEED: 3000 X G (4400 RPM), FAST PRECOOLING FUNCTION, CAPACITY: 4 X 100 ML, LCD DISPLAY, TIMER: 0 – 99 MIN, WITH CONTINUOUS RUN FUNCTION, IMBALANCE DETECTION, AUTO SHUT-OFF (AFTER 8 HOURS) OF NON-USE TO REDUCE ENERGY CONSUMPTION AND EXTEND LIFE]
9. STROBOSCOPE [BRANDED STROBOSCOPE FOR PROCESS MONITORING, INSPECTING AND MEASURING THE SPEED OF THE EQUIPMENT].

Three years warranty for all the instruments and on demand repair services when ever required

Yours faithfully,

sd/-

SR. PURCHASE & STORES OFFICER



Terms and Conditions

1. The quotation must be submitted as per the below terms and conditions and should be free from corrections/erasures. In case there is any unavoidable correction(s), it should be properly attested. If not the quotation(s) will not be considered. Further, quotation(s) written in pencil will not be considered.

2. Integrity Pact Agreement will form part and parcel of this enquiry. It is mandatory to enclose the Integrity Pact Agreement (Annexure-I) along with the quotation

Independent External Monitors

1. Sri.Sharda Prasad, IPS (Rtd). Ph: 8800484522, email: spy1809@gmail.com
2. Sri. Sanjeev Behari, IRS (Rtd). Ph: 9869199464 email: saloni_behari@yahoo.co.in

All pages of Integrity Pact Agreement are to be returned by the bidder along with the quotation duly signed by the same signatory who is duly authorized to sign the bid and to make binding – commitments on behalf of his company. Any bid not accompanied by Integrity Pact duly signed by the bidder shall be considered to be a non-responsive bid and shall be rejected straightaway.

3. The Quotation should be accompanied with Earnest Money Deposit (EMD) for Rs. 5,00,000/- EMD may be in the form of an account payee demand draft, fixed deposit receipt, banker's cheque or Bank Guarantee in favour of Director, SCTIMST. However, in case of foreign bidder(s) bank guarantee in equivalent Foreign Exchange amount from any of the scheduled commercial bank in India should be accompanied. EMD should have a validity of 180 days beyond the date of opening of bids. Quotations not accompanied with sufficient EMD shall automatically stand rejected.

4. Sealed quotation(s) should be superscribed with enquiry No and due date . Quotation(s) will be opened either on due date or on the next working day. The sentence "NOT TO BE OPENED" before (due date and time of tender opening) is also to be printed on these envelopes. If the outer envelope is not sealed and marked properly as stated above, the Institute will not assume any responsibility for its misplacement, premature opening, late opening, and so on.

5. This Institute reserves the right to accept the offer by individual items and reject any or all tenders without assigning any reason thereof and does not bind itself to accept lowest quotations.

6. Participation in this tender is solely the decision of the supplier / bidder. The tender enquiry document is issued without any commitment on the part of SCTIMST at this stage and prejudice.to the terms and conditions of tender enquiry.

7. Manufacturer, accredited agents or authorized distributor can only participate in the tender. Manufacturer's name and country of origin of materials offered must be clearly specified. The Tenderer should furnish evidence to prove the status of Manufacturer, accredited agents or authorized distributor. In case the firm quotes imported brands on behalf of their foreign principals / manufacturers which comes under the provisions of Drugs & Cosmetics Act & Rules, CDSCO certificate/license issued by CDSCO must be attached. In the case of indigenous items, the certificate issued by the State Drug Controller Certificate may be attached. Please quote whether your organisation is large scale industry or small scale industry. If you have NSIC/MSE/MSI/DGS&D Certificate, please attach it to the quotation. Mention your registration details .



8. Complete details and ISI specification if any must accompany the quotation. Make/brand of the item shall be stated wherever applicable. If you have got any counter offer as suitable to the material required by this institute, the same may be shown separately.

9. Certificates of quality like ISO, CE / FDA shall be submitted along with quotation.

10. All drawings sketches and samples, if any, sent along with the enquiry (ies) must be returned along with quotations duly signed.

11. All supplies are subject to inspection and approval before acceptance. Manufacturer/ supplier warranty certificates and manufacturer/Government approved lab test certificate shall be furnished along with the supply, wherever applicable. In case of non-acceptance, the materials should be taken back within seven days of intimation with the risk of supplier and the rejected items should be replaced within ten days from the date of non-acceptance.

12. This Institute reserves the right to modify the quantity specified in this enquiry.

13. In case of no quotes against a particular item in the tender(s), this should be clearly mentioned along with reasons. The prices quoted should not be revised till the supplies are completed. The rates should be quoted in words and figures. Rates quoted should be free delivery at destination including all charges otherwise the quotation is likely to be rejected. Prices quoted for free delivery at destination will be given preference. If there is no indication regarding the FOR, in the quotation, then it will be considered as FOR destinations. Price quoted should be net and valid for a minimum period of six months from the date of opening of the quotation. GST applicable should be mentioned separately in support of HSN code. If no indication regarding GST is recorded in the quotation, the GST will be considered as included in the quote(s).

14. In case the items in the enquiry are covered by any rate contract or running contract finalised by the DGS&D or any other state or central Government, it should be specified in your quotation and accepted contract rates should also be mentioned. It should be also confirmed whether the tenderer could supply at the RC rates outside rate contract.

15. The quotation(s) should be accompanied with illustrated catalogue, brand, model number, make, literature, write up wherever applicable.

16. Delivery period required for supplying the material should be invariably specified in the quotation. The consignment should be delivered at Main Store, SCTIMST, Trivandrum between 9:00 AM to 4 PM during the working days.

17. In case your quotation is accepted and order is placed on you, the supply against the order should be made within the period stipulated in the order. The Institute reserves the right to recover any loss sustained due to delayed delivery by way of penalty. Failure to supply the material within the stipulated period shall entitle Procuring Entity for the imposition of penalty without assigning any reasons @ 1/2% (half percent) of the total value of the item covered in order as penalty per day subject to a maximum of 5% (five percent) unless extension is obtained in writing from the office on valid ground before expiry of delivery period.



18. If the deliveries are not maintained as per the schedule prescribed and due to that account Procuring Entity is forced to buy the material at your risk and cost from elsewhere, the loss or damage that may be sustained there by will be recovered from the defaulting supplier.

19. Dispute clause: Any dispute relating to the enquiry shall be subject to the jurisdiction of the court at Trivandrum only.

20. Our normal payment terms are 100% (hundred percent) through Electronic Transfer (NEFT) within 30 (thirty) days on receipt and acceptance of material at our site in good condition or satisfactory installation and commissioning of the equipment as the case may be in respect of INR quote.

21. Payment term for foreign currency:

(a) By Irrevocable Letter of Credit (As a pre-condition to open LC, the successful tenderer should furnish Performance Guarantee / Security Deposit @10% of the total assignment value (purchase value) in the form of Fixed Deposit or Bank Guarantee from the commercial bank which would be valid for a period of 60 days beyond the completion of all contractual obligations of the supplier including warranty). The following should be provided for negotiation of documents.

- i. Airway bill / Bill of Lading
- ii. Certificate of country of Origin of the goods to be given by the seller OR a recognized Chamber of Commerce.
- iii. Packing list
- iv. Original Invoice
- v. Insurance certificate

(b) Wire Transfer: The payment will be applicable only after the receipt of the items, Bank Guarantee and original documents such as Invoice, Certificate of Origin, Air Way Bill, Insurance etc.

(c) The quote should mention whether Ex-Works / FOB / CIF (Trivandrum), For CIF (Trivandrum) rates for Air freight & Ocean Freight should be separately indicated

(d) All bank charges outside India are levied to the beneficiary's account.

22. While quoting the rates for Equipments, the following are mandatory:

(a) Warranty: Minimum 3 years from the date of installation and successful commissioning of the system

(b) Comprehensive Maintenance Contract (CMC) : 5% of order value in INR value with annual escalation of 5% after warranty period

(c) Annual Maintenance Contract (AMC) Labour: 2.5% of order value in INR value with annual escalation of 5% after warranty period.

(d) List of essential spares: If the equipment contains any essential spares and consumables, the price should be frozen for minimum 3 years after warranty period. The price should be attached separately.

(e) Installation and Commissioning: Supplier should undertake installation, commissioning and demonstration at our facility free of charge

(f) If the item involve softwares, tenderer should obtain software license in the name of "Director, SCTIMST" and the paper license / email license to be transferred to the name of Institute.



23. For all supplies / contract above rupees one lakh, the successful tenderer should furnish a performance guarantee / security deposit @ 10 percent of purchase order value excluding GST against the item with warranty and 5 percent of purchase order value excluding GST against items without warranty in the form of Fixed Deposit or Bank Guarantee from a nationalised bank having a validity period of 60 days beyond the completion of all contractual obligations of the supplier.

24. In case of agents quoting in offshore procurements, on behalf of their principal manufacturer(s), one agent cannot represent two manufacturers or quote on their behalf in particular tender. One manufacturer can authorize only one agent / dealer. Only one bid, either from principal manufacturer directly or through one Indian agent on his behalf or Indian / foreign agent on behalf of principal manufacturer shall be entertained.

25. Valid letter from the OEMs confirming the following should be submitted along with quotation:

- a. Manufacturer's Authorization Form for bid.
- b. Confirm that the products quoted are not end of life products.
- c. Undertake that the support including spares, software patches for the project.
- d. Offered products shall be in the market for sale minimum next 3 years.
- e. Valid letter from all OEMs

26. Penalty clause:

(I) Delay in Delivery:

(i) If the delivery of purchased goods is not effected on due date as specified in the purchase order, the Director, SCTIMST will have the right to impose penalty at 0.5 percent per week subject to a maximum of 5 percent of order value.

(ii) If the deliveries are not effected as per schedule and due to that account, Institute is forced to buy the material at the risk and cost of the defaulting supplier from elsewhere, the cost towards loss or damage sustained thereby will be recovered from the defaulting supplier.

(II) Performance (during Warranty period)

Supplier should ensure uninterrupted service delivery of the equipment or product during the warranty period. In this regard following conditions also may be noted:

- a) In case of failure of equipment or its components, breakdown call has to be attended within 48 hours of intimation.
- b) The defect should be rectified within two days after the call is attended, failing which replacement or standby equipment should be provided for uninterrupted services.
- c) In case of non-adherence to clause (a) or (b) above, downtime penalty will be realised a sum equivalent either the repairing charges met by the Institute to set right the equipment or 0.1 percent per day of cost of the equipment, whichever is higher, from the date of report of breakdown by way of deductions from SD/Performance Bank Guarantee.



d) The time spent on the repair work will be added to the warranty period of the equipment.

(III) Performance (during CMC/AMC period):

i) Uptime means 95 percent of total days in a year during which the equipment remains functional.

ii) Down time means any shortage in achieving the up-time

iii) Down time penalty will be levied as per following terms and condition:

a) In the case of CMC, it shall be the responsibility of the service provider to set right the equipment and avoid down time. Down time penalty will be imposed @ 0.5 percent of contract value per day from the service provider.

b) In case auxiliary units/components attached to the main equipment undergoes failure and the main equipment provides uninterrupted services, down time penalty will be imposed @ 0.1 percent of contract value per day per auxiliary unit from the service provider.

c) Service provider should ensure rectification of defect of equipment within a reasonable period in the case of Labour Annual Maintenance Contract. In case break down is not attended within 48 hours of intimation, down time penalty will be imposed @ 0.5 percent per day of contract value from the service provider.

27. Recovery Clause: All losses liquidated or otherwise due to the violation of terms and conditions of the purchase order or defective documentation will be to the supplier/agent's account.

28. In case the quote is not according to the above terms and conditions, the same will be summarily rejected. Further, false certification in the compliance statement and misrepresentation of facts may attract blacklisting of tenderer.

29. All correspondence after tender submission will be by e-mail only and the companies should provide their valid e-mail Id and should keep it updated

30. Dispute clause: Any dispute relating to the enquiry shall be subject to the jurisdiction of the court at Trivandrum only.



Annexure - I

INTEGRITY PACT

Between

SREE CHITRA TIRUNAL INSTITUTE FOR MEDICAL SCIENCES AND TECHNOLOGY (SCTIMST) hereafter referred to as "**The Principal**"

and

.....hereinafter referred to as "**The Bidder/Contractor**"

Preamble

The Principal intends to award, under laid down organizational procedures, contract/s forThe Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness / transparency in its relations with its Bidder(s) and / or Contractor(s).

In order to achieve these goals, the principal will appoint Independent External Monitors (IEMs) who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1-Commitments of the Principal

(1) The Principal commits itself to take all measures necessary to prevent corruption and to observe and to observe the following principles :-

a. 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 self or third person, any material or immaterial benefit which the person is not legally entitled to.

b. The Principal will, during the tender process treat all Bidder(s) with equity and reason. The principal will in particular ,before and during the tender process, provide to all Bidders(s) the same information and will not provide to any Bibber(s) confidential /additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution .

c. 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 IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

sd/-

DIRECTOR, SCTIMST

BIDDER



Section 2 -Commitments of the Bidder(s) /Contractor(s)

(1) The Bidder(s) /Contractor(s) commit themselves to take all measures necessary to prevent corruption. The Bidder(s) /Contractor(s) commit themselves to observe the following principles during participation in the tender process and during the contract execution.

a. The Bidder(s) /Contractor(s) 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 other 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.

b. The Bidder(s) /Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specification, certification, subsidiary contracts, submission or non-submission of bids or any other actions or restrict competitiveness or to introduce cartelization in the bidding process.

c. The Bidder(s) /Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s) /Contractor(s) 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.

d. The Bidder(s) /Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly the Bidder(s) /Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by Bidder(s) /Contractor(s). Further all the payments made to the Indian agent/representative have to be in Indian Rupees only.

e. The Bidder(s) /Contractor(s) will, when presenting their bid, disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

f. Bidder(s) /Contractor(s) who have signed the Integrity Pact shall not approach the courts while representing the matter to IEMs and shall wait for their decision in the matter.

(2) The Bidder(s) /Contractor(s) 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

If the Bidder(s) /Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put their reliability or credibility in question, the principal is entitled to disqualify the Bidder(s) /Contractor(s) from the tender process or take action as per the procedure applicable to SCTIMST.

sd/-

DIRECTOR, SCTIMST

BIDDER



Section 4 - Compensation for Damages

- (1) If the principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/Bid Security.
- (2) If the principal has terminated the contract according to Section 3, or of 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 of the Contract value or the amount equivalent to performance Bank Guarantee.

Section 5 - previous Transgression

- (1) The Bidder declares that no previous transgressions occurred in the last three years with any other company in any country conforming to the anti-corruption approach or with any 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 action can be taken as per the procedure mentioned in "Guidelines on Banning of business dealings".

Section 6 - Equal Treatment of all Bidders/Contractors/Subcontractors

- (1) In case of Sub-contracting, the Principal Contractor shall take the responsibility of the adoption of Integrity Pact by the Sub-contractor.
- (2) The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.
- (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 Bidder(s) /Contractor(s) /Sub contractor(s)

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 in this regard, the Principal will inform the same to the Chief Vigilance Officer.

Section 8 - Independent External Monitor

- (1) The Principal appoints competent and credible Independent External Monitor for this pact after approval by Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- (2) The Monitor is not subject to instructions by the representatives of the parties and performs his /her functions neutrally and independently. The Monitor would have access to all Contract documents, whenever required. It will be obligatory for him/her to treat the information and documents of the Bidders/Contractors as confidential.

sd/-

DIRECTOR, SCTIMST

BIDDER



(3) The Bidder(s) /Contractor(s) accepts that the Monitor 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 Monitor, upon his/her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Sub-contractors.

(4) The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/Sub-Contractor(s) with confidentiality. The Monitor has also signed declarations on 'Non-Disclosure of Confidential Information' and of 'Absence of Conflict of Interest'. In case of any conflict of interest arising at a later date, the IEM shall rescue himself/herself from that case.

(5) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

(6) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he/she will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The Monitor in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

(7) The Monitor will submit a written report to the DIRECTOR, SCTIMST within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.

(8) If the Monitor has reported to the DIRECTOR, SCTIMST a substantiated suspicion of an offence under relevant IPC/PC Act, and the DIRECTOR, SCTIMST has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

(9) The word '**Monitor**' would include both singular and plural.

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 contract, and for all other Bidders 6 months after the contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.

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 DIRECTOR, SCTIMST.

Section 10 -Other provisions

(1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Office of the Principal, ie THIRUVANANTHAPURAM.

sd/-

DIRECTOR, SCTIMST

BIDDER



SREE CHITRA TIRUNAL INSTITUTE FOR MEDICAL SCIENCES AND TECHNOLOGY

Thiruvananthapuram - 695011

(An Institute of National Importance under Govt. of India)

Phone: (91) 471 2524445 Fax (91) 471 2550728

Email: purchase@sctimst.ac.in

- (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 the agreement turn out to be invalid, the remainder of the agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- (5) Issues like Warranty/Guarantee etc. shall be outside the purview of IEMs.
- (6) In the event of any contradiction between the Integrity Pact and its Annexure, the clause in the Integrity Pact will prevail.

Sd/-

DIRECTOR, SCTIMST.

(For & On behalf of the Principal)

(For & On behalf of Bidder/Contractor)

(Office Seal)

Place

Date.....

Witness 1: _____

(Name & Address) _____

Witness 1: _____

(Name & Address) _____



Annexure -II

GUARANTEE BOND FOR EARNEST MONEY DEPOSIT

In consideration of the Director, Sree Chitra Tirunal Institute for Medical Sciences & Technology, Thiruvananthapuram, Kerala (hereinafter called the “Employer”) having agreed to exempt M/s.....(hereinafter called the said “Contractor”) from the demand under the terms and conditions of Tender No.....dated.....issued by the Employer to the said Contractor for Rs.....(Rupees.....only) of Earnest Money Deposit for the due fulfillment by the said Contractor of the terms and conditions contained in the said tender on production of a bank guarantee for Rs....., we, Bank of.....do hereby undertake to indemnify and keep indemnified the Employer to the extent of Rs.....against any loss or damage caused to or suffered by the Employer by reason of any breach by the said Contractor of any of the terms and conditions contained in the said tender.

We, Bank offurther agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the finalisation of the said tender and that it shall continue to be enforceable till the tender is finally decided and order placed on the successful tenderer or tillwhichever is earlier.

We, Bank of.....lastly undertake not to revoke the guarantee during its currency except with the previous consent of the Employer in writing.

Notwithstanding anything stated above, our liability under this guarantee is restricted to Rs.....Our guarantee shall remain in force until unless a demand in writing to enforce a claim under this guarantee is filed against us before that date, all your rights under the said guarantee shall be released and discharged from all liability there under.