



## **“SICKLE CELL INSTITUTE CHHATTISGARH”**

(An Autonomous Institute of Govt. of Chhattisgarh)

Near devendra nagar chowk station Road Raipur, Chhattisgarh, Pin-492009,

Phone/Fax: 0771-2885505, Email: scic.purchase@gmail.com

Website: [www.scic.cg.nic.in](http://www.scic.cg.nic.in)

**TENDER FOR THE RATE CONTRACT for ICMR Project “Hydroxyurea Treatment in Sick Cell Disease and Differential Response of HbF Induction: The Implications of Pharmacogenomics. 120 samples of exome sequencing, under Sick cell institute Chhattisgarh.**

**YEAR 2020-21**

### Dates of Tender

Sr.No	Particulars	Date	Time
1	Date of Publication/Download of Tender (Online/Offline)	16/12/2020	11:00 Hrs.
2	Bid Submission Start Date	16/12/2020	11:00 Hrs.
3	Bid Submission Close Date	14/01/2021	15:00 Hrs.
4	Opening of Bids Envelope-A (Prequalification) Envelope-B (Technical) Envelope-C (Price/Financial bid) ] 14/01/2021 (04:00 pm) will be notified later		

- Tender document/ processing fee 1000.00 Rupees (Non-refundable)
- Tender document/form can be collected from the “Office of the Sick Cell Institute Chhattisgarh, Near Devendra Nagar Chowk, station Road, Raipur, Chhattisgarh, Pin-492009. Bidder can download tender document from our official website-[www.scic.cg.nic.in](http://www.scic.cg.nic.in). Tender document can be submitted on bidder on or before 13th Jan 2021, till 5.00 pm by depositing a non refundable amount of Rs.1000.00 as a **Demand Draft (DD)** in favor of “**Director General, Sick Cell Institute Chhattisgarh**” as tender document processing fee.

*[Handwritten signatures and initials]*



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## CHAPTER-1. INVITATION FOR BIDS

1. Sickle Cell Institute Chhattisgarh invites offline bids for Rate Contract for **Exome sequencing Of ,120 human samples under ICMR Project "Hydroxyurea Treatment in Sickle Cell Disease and Differential Response of HbF Induction: The Implications of Pharmacogenomics"**.

The Technical specifications are given in **Chapter 4: Schedule of Requirements, Specifications and Allied Technical Details.**

2. **Contact for information:**

For Technical support contact: Scientist

**Dr Aditya Nath Jha (PI, ICMR Project)**

(Research Division) Mobile No. 9666646490

Sickle Cell Institute Chhattisgarh

Near devendra nagar chowk station

Road Raipur, Chhattisgarh, Pin-492001,

Phone/Fax: 0771-2885505,

adityanjha11@gmail.com

For Tender related support contact:

**Mrs. Jyoti Rathore**

In-charge Officer

(Stores & Purchase ) Mobile No. 9770763843

Sickle Cell Institute Chhattisgarh

Near devendra nagar chowk station

Road Raipur, Chhattisgarh, Pin-492001,

Phone/Fax: 0771-2885505,

Email: scic.purchase@gmail.com

Website: [www.scic.cg.nic.in](http://www.scic.cg.nic.in)

### **3. Submission of Tender Document :**

#### **3.1 Dates of Tender -**

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#### 4. The Offer should comprise of the following:

- (i) The offer should be complete to indicate that all products and services asked for are quoted.
- (ii) The purpose of certain specific conditions is to get or procure best service for SCIC, Raipur. The decision of Purchase Committee shall be the guiding factor for selection of the responsive firms.
- (iii) All tender documents and offers including technical catalogues & literature submitted by the bid as is to be signed on each page by authorized signatory with seal. Otherwise the competent authority would reject the offer. (No photocopies will be accepted)
- (iv) Agreements / Purchase Orders / Completion certificates if any, for similar works in other Institutes, the details of such supplies for the preceding three years should be given together with the prices eventually or finally paid.
- (v) Copy of GST No. and PAN Number allotted by the concerned authorities. If registered with the National Small Industries Corporation, the registration number, purpose of registration and the validity period of registration and a copy of NSIC registration wherever it is applicable should also be provided in bid.
- (vi) Compliance sheet with any deviation with reference to the terms and specifications.
- (vii) The Services for Exome Sequencing which is required should be clear how bidder will provide it. Also they have to mention the process so that it should be complete in all respects to operate without any problem.
- (viii) Duly filled in checklist as per Chapter 6 should be submitted along with tender.

#### 5. Purchase Committee

The Purchase /Tender Committee will evaluate the tenders and may also nominate some external / Internal expert members, in the interest of SCIC, Raipur.

#### 6. Terms of the Purchase Committee

A committee duly constituted by the Director General, SCIC, Raipur. will go through the bids and recommend firms that are meeting all the specifications of the Tender. The recommendation/decision of the purchase committee is the final and binding on all the parties.

- (i) Purchase Committee will proceed through Bids as defined in **Chapter 4 (Schedule of requirements, specifications and allied technical details)**, in order to determine whether they are substantially responsive to the requirements set forth in the tender. In order to reach such a determination, SCIC, Raipur. will examine the information supplied by the Bidders, and shall evaluate the same as per the specifications mentioned in this tender.
- (ii) The purchase committee may formulate evaluation criteria in addition to the specifications and requirements indicated in the tender, in the interest of SCIC, Raipur.



## 7. Comparison of Responsive bids:

- (i) After opening the bids, the responsive offers will be tabulated with reference to the specification.
  - (ii) After arriving at final pricing of individual offers of all the short listed firms, the lowest firm will be awarded with Contract/Purchase Order subject to availability of funds and as per requirement .
8. No request for extension of due date will be considered under any circumstances.
  9. Validity of contract: Three year from the date of award of contract either completion of project. (Extendable as per requirement )
  10. The tender/bid document must be submitted by sealed registered post/speed post on or before the closing date i.e. 12th Jan 2021 till 03.00 pm and will be opened on same day at 4.00 pm in the presence of tender opening committee and authorized representatives of the tenderers or themselves if so desired.
  11. Any kind of amendments/corrigendum can be notified through the website of the institute, thus the bidders should keep themselves updated by the appropriate means. Bid may be opened in the presence of bidders / authorized representative who chooses to attend on the specified date and time.
  12. The bidders will have to give demonstration/ presentation of Services in the form of LCD/ Slide Presentation through online Video meeting or office meeting .Bidder have to detailing the specification before the technical committee on a given date that will be notified as per convenience of all . Price bid of only those bidders shall be opened in their presence whose bids are technically found suitable on a further notified date after this presentation.
  13. The Director General , SCIC, Raipur. reserves the right to accept the offer in full or in parts or reject summarily or partly.

### Abbreviations

SCIC:	Sickle Cell Institute Chhattisgarh
EMD:	Earnest Money Deposit
DG:	Director General
TIA:	Tender inviting authority
UCP:	Ultimate cost to Purchaser
ISO:	International Organization for Standardization.
TOC:	Tender Opening Committee
TEC:	Tender Evaluation Committee
WHO:	World Health Organization
QA:	Quality Assurance



## CHAPTER-2 : INSTRUCTIONS TO BIDDERS

### **1. Delivery Period / Timeliness**

The delivery of item/Services should be on time and supply should be made as per end user requirement.

### **2. Locations for the Supply / Services:**

Research Division at Office of Sickle Cell Institute Chhattisgarh  
Near Devendra Nagar Chowk, Station Road Raipur, Chhattisgarh, Pin-492009

### **3. Eligible Bidders:**

- 3.1 SCIC, Raipur / TEC reserves the right to award / reject the order to any particular bidder without assigning any reason there of.
- 3.2 Bidders should not be under a declaration of ineligibility for corrupt and fraudulent practices.
- 3.3 Bidders should QUOTE strictly in accordance with the requirements.
- 3.4 Bidders shall adhere to the procedure and processes laid down in this document and shall follow fair and ethical practices of trade.
- 3.5 The Companies, having valid license as per the government standards , authorized distributors/ dealers will be only eligible to quote.
- 3.6 Importer of the products with valid import license issued for the quoted product by the competent authority.
- 3.7 EMD has to be submitted for each firm/ company/ distributor/ dealer i.e. 3% of whole project budget (project budget is ~ 30 lakh for three years) 90000.00 rupees, in the form of Demand Draft (DD) from any nationalized bank in favor of the Director General, Sickle Cell Institute Chhattisgarh, RAIPUR and original copy of DD should be submitted under the respective EMD & Pre-Qualification envelope, mentioning the name and contact details of the authorized person and firm on the back side of DD.
- 3.8 Non-conviction certificate/Affidavit should be submitted mentioning that the firm has not been blacklisted/ evicted by court of law/ by any other tender inviting authority of the Chhattisgarh state/country for last one year from the date of tender announcement, for any reason what so ever.
- 3.9 Average annual turnover of 30 lakhs, for last two financial years whether it may be company or distributor/ dealer.
- 3.10 The authorized person who signs the tender is required to indicate his e-mail ID, mobile No. for easy and faster communication.



#### 4. Amendment of Bidding Documents:

At any time prior to the deadline for submission of bids, SCIC, Raipur may, for any reason, whether on its own initiative or in response to the clarification request by a prospective bidder may modify the bid document.

#### 5 PREPARATION OF BIDS:

##### 5.1 Period of validity of bids

- i) Bids shall be valid for a period of **90 days** from the date of opening the bid.
- ii) SCIC, Raipur may ask for the bidder's consent to extend the period of validity. Such request and the response shall be made in writing only. A bidder agreeing to the request for extension will not be permitted to modify his bid.

##### 5.2 Mandatory documents for prequalification and technical bid cover (A)

###### (A) Prequalification

- a. EMD 3 % for tender in the form of FDR in favor of Director General, Sickle Cell Institute Chhattisgarh Raipur valid for 12 -36 month which will be treated as security deposit in case of successful bidder
- b. Self Attested and stamped copy of followings
  - 1. Firm's registration
  - 2. Pan Card.
  - 3. GST certificate
  - 4. Vendor information of the firm
  - 5. Sales tax clearance certificate of last 2 financial years.
- c. Valid manufacturer's license issued by appropriate licensing authority in case of Mfg firm; authorization certificate in case of dealer/distributor/importer, specifically mentioning that parent firm has not authorized any other bidder for the said tender.
- d. Declaration cum undertaking regarding non conviction (dully notarized) that the firm is not blacklisted or convicted by any tendering authority or regulatory body since last 1 year and to bind with all the terms and conditions of tender. (Annexure-II)
- e. Turnover certificate minimum of Rs 30lakh since last two years, dully signed with seal and reg. no. of CA.

###### (B) Technical

- a. Product specifications to meet the suggested specs.
- b. Agency agreement for the quoted items.
- c. Performance certificates/previous orders issued by reputed organization/government authorities.
- d. Proprietary item certificate, if any (for any item tendered).

##### 5.3. Mandatory documents for Price/Financial bid

- 1. Offer price strictly on the prescribed format. (Chepter-5)
- 2. The pre qualification bid will be opened on 14<sup>th</sup> jan 2021 at 04:00 PM in the presence of tender opening committee constituted for this purpose and renderers or their authorized representatives who will be present.
- 3. Tender not confirming to the essential requirement, as per check list (Annexure-I) will be rejected and no correspondence thereof shall be entertained whatsoever.



4. The supplier shall also confirm Demonstration and Training to the person concerned at the Institute if required at no extra cost.
5. Price bid of only those renderers shall be opened whose pre qualification and technical bid qualify in first stage. Time & date for opening of Price Bid shall be fixed and intimated to the qualifying tenderers in Pre-qualification and technical bid.

## **6 AWARD OF CONTRACT**

### **Award Criteria:**

- 6.1 This is a two step process, starts with the prequalification & technical bid evaluation, and subsequently goes to price bid evaluation of successor firm of the previous step only. Purchaser shall award the Contract to the qualified Bidder whose bid has been determined to be substantially responsive and has been determined to be the lowest evaluated bid, subject to the bidder agrees to all terms and condition of the tender. In case of non-acceptance of agreement, the Purchaser will proceed to the next-lowest evaluated Bidder. Tender Inviting Authority reserves the rights to call other eligible firms those are willing to match L-1 Rates. If such firms are found, then the order quantity may be dispersed in ratio of 60% for L-1 & 40% for those who match L-1.
- 6.2 Every paper of the tender should be numbered & signed by the renderers with seal of agency/firm.
- 6.3 If more than one bidder happens to quote the same lowest price, SCIC, Raipur reserves the right to award the contract to more than one bidder or any bidder.

## **7 Purchaser's Right to vary Quantities at the time of Award**

SCIC, Raipur reserves the right at the time of award of Contract to increase or decrease the quantity of items specified in the Schedule of Requirements without any change in price or other terms and conditions.

## **8 Corrupt or Fraudulent Practices**

- 8.1 SCIC, Raipur requires that the bidders who wish to bid for this project have highest standards of ethics.
- 8.2 SCIC, Raipur will reject a bid if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices while competing for this contract. SCIC, Raipur may declare a vendor ineligible, either indefinitely or for a stated duration, to be awarded a contract if it at any time determines that the vendor has engaged in corrupt and fraudulent practices during the execution of contract

## **9 Interpretation of the clauses in the Tender Document / Contract Document**

In case of any ambiguity / dispute in the interpretation of any of the clauses in this Tender Document, **Director General SCIC, Raipur interpretation of the clauses shall be final and binding on all parties.**



## **1 Notification of award**

- 1.1 The notification of award will constitute the formation of the contract and date of the contracts shall be the date of notifications.
- 1.2 Prior to the expiration of the period of bid validity, the purchaser will notify the successful bidder in writing by registered post that its bid has been accepted.

## **2 Signing the contract**

- 2.1 At the same time as the Purchaser notifies the successful Bidder that its bid has been accepted, the Purchaser will send the Bidder the contract form provided in the bidding documents, incorporating all agreements between the parties. Within 30 days of receipt of the Contract Form, the successful bidder shall sign and mention the date of contract and return it to the purchaser.
- 2.2 The purchaser will evaluate the performance of the firm and have the right to discontinue the contract of the firm at anytime on violation of terms and conditions of the tender of unsatisfactory services.

## **3 All the purchases will be done in accordance with "Chhattisgarh Store Purchase Rules 2002" rules and regulations will be followed so on.**

## **4 Price**

- 4.1. The price quoted shall be considered firm and no price escalation will be permitted.
- 4.2. The price criteria should be on F.O.R., SCIC, Raipur. Govt. Levies like GST. if any, shall be paid at actual rates applicable on the date of delivery. Rates should be quoted accordingly giving the basic price, GST, if any.
- 4.3 Please provide GST document of the firm allotted by the concerned authorities in your quotation.

## **5 Services**

- 5.1. Details of services rendered as well as after-sales services offered by you are to be made clear in the tender.

## **6 Indemnity**

The vendor shall indemnify, protect and save SCIC, Raipur against all claims, losses, costs, damages, expenses, action suits and other proceeding, resulting from infringement of any law pertaining to patent, trademarks, copyrights etc. or such other statutory infringements in respect of all the services given by them.

## **7 Payment**

Payment for goods shall be made in Indian Rupees. Advance payment will be paid as per requirement. at the time of payment of your bill Followings should be enclosed with a covering letter, if one is raising bills;

- 7.1 Invoice in three copies dully signed and stamped.
- 7.2 Copy of delivery challan
- 7.3 Vendor information of supplier
- 7.4 Pan card Xerox copy dully self attested.
- 7.5 Final Acceptance certificate from authorized representative of the Institute



## INDIGENIOUS

Payment will be made directly to the suppliers by RTGS/NEFT after receipt of the sampling when it found satisfactory with regard to quality, quantity, and specifications ordered for and after satisfying that the terms and conditions of supply have been fulfilled.

### 8 Penalty for delayed Services / LD

- 8.1. As time is the essence of the contract, working period mentioned in the Purchase/Work Order should be strictly adhered to. Otherwise the SCIC will forfeit EMD/SD and also LD clause will be applicable /enforced.
- 8.2. If the supplier fails for services, as per specifications mentioned in the order within the due date, the bidder is liable to pay 0.5% of order value per every week of delay subject to a maximum of 10% beyond the due date. Such money will be deducted from any amount due or which may become due to the supplier.
- 8.3. SCIC Raipur reserves the right to cancel the order in case the delay is more than 12 weeks. Penalties, if any, will be deducted from the Security Deposit.

### 9 Jurisdiction

The disputes, legal matters, court matters, if any, shall be subject to Raipur Chhattisgarh, Jurisdiction only.

### 10 Force Majeure

SCIC Raipur may consider relaxing the penalty and delivery requirements, as specified in this document, if and to the extent that the delay, in performance or other failure to perform its obligations under the Contract, is the result of a Force Majeure.

Force Majeure is defined as an event of effect that cannot reasonably be anticipated such as acts of God (like earthquakes, floods, storms etc.) acts of states, the direct and indirect consequences of wars (declared or undeclared) hostilities, national emergencies, civil commotion and strikes at successful Bidder's premises.

### 11 Arbitration

All disputes of any kind arising out of supply, acceptance etc. shall be referred by either party (SCIC Raipur or the bidder) after issuance of 30 days' notice in writing to the other party clearly mentioning the nature of dispute to a single arbitrator acceptable to both the parties. The venue for arbitration shall be SCIC Chhattisgarh Raipur. The jurisdiction of the courts shall be SCIC Raipur Chhattisgarh India.



**SCHEDULE OF REQUIREMENTS, SPECIFICATIONS & ALLIED TECHNICAL  
DETAILS**

**Specifications for Human Whole Exome Sequencing and analysis**

**NO of Human Sample -120 (One Hundred Twenty)**

**Technical Specifications:**

- The samples will be sent as Blood or Genomic DNA.
- Human Exome sequencing should be carried out using IlluminaHiseq 2500/4000
- DNA library preparation, enrichment capture of exonic region by SureSelect Clinical Research Exome V2 (CRV-2) - Agilent
- Cluster amplification, paired end run to obtain 2x150bp reads with at least 100X meandepth coverage.
- Minimum 15-20GB cleaned data/sample (adapter and low quality sequences/reads removed) should be delivered.
- Proportion of clean raw data should be 90% and above
- >85% of total data should have >Q30 Phred score
- Per samples 4-5 variant confirmation through Sanger Sequencing

**Bioinformatics Analysis:**

- Detailed quality report before and after trimming should be provided. It should include base quality and sequence quality score, distribution details, average base content and GC distribution in the reads, PCR amplification details, check for over-represented sequences, adaptor trimming details, read length details (percentage of read length distribution), parameters used for trimming and details of software used for trimming/removal of low quality sequences/reads etc.
- Alignment and recalibration, variant calling and variant annotation using appropriate software. Details of read alignment statistics and quality metrics obtained for each sample, and list of software's and parameters should be provided
- Depth of coverage details, percentage and details of target regions captured and also not captured regions of the target region should be provide for each sample.
- Variant calling (SNP and INDLS) should be performed using standard procedures of GATK or Samtools.
- Summary report of variants called from each sample to be provided. Variant calling should be done individually and together (all samples together to produce single VCF file for all samples). Variant filtration should be done using standard procedures and parameters used for filtering. List of software's and parameters used for annotation should be provided.
- Annotation: Exonic, intronic, 3'UTR, 5'UTR, promoter region, conserved transcription factor binding sites, conserved intergenic region and active transcription region. Complete annotation and summary statistics should be provided. Cataloguing of common SNP/ unique SNP, ins/del.
- Delivery Time: Sample DNA QC report should be submitted within 15 days after receiving the samples. Raw FastQ file, clean FastQ file and other quality and parameter files mentioned should be delivered within 50 days after initial QC report. BAM file, Filtered and unfiltered VCF files (VCF of individual samples and all samples together) and other parameters and quality files mentioned above should be delivered within 30 days after initial sample QC report.



## **CHAPTER -5 PRICE SCHEDULE**

Format for quoting the price in price bid  
(to be submitted in Price cover)

Sr. No	Name of the item	Description/ strength	Unit/pack size	Quoted price	Tax clause/ Applicable	Ultimate price to purchaser per unit
1						
2						
3						

Signature of the bidder:

Date.....



## **CHAPTER – 6 : Checklist: Eligibility Criteria for Bidders & Annexure**

Bidders to indicate whether the following are enclosed by striking out the non-relevant option.

### **5.1 List of annexure:**

- a. Checklist of the prequalification and technical bid
- b. Declaration cum undertaking
- c. Pre integrity pact

#### **Annexure-I**

##### **Checklist**

##### **Prequalification and technical bid**

S. N.	Particulars	Yes	Remark	Concluding Remark
<b>1</b>	<b><u>A.1 Prequalification Documents</u></b>			
i	EMD in form of FDR as per the quoted item @ 3%			
ii	Firms Registration (dully signed and stamped)			
iii	PAN Card (self attested dully signed and stamped)			
iv	GST certificate.			
v	Sales Tax clearance certificate (Last 2 financial year)			
vi	Vendor information of the firm.			
vii	Valid manufacturer's license issued by appropriate licensing authority in case of Mfg firm Authorization certificate in case of dealer/ distributor/ importer,			
viii	Declaration cum undertaking regarding non conviction dully notarized			
ix	Turnover certificate minimum of Rs. 30.00 lack since last two financial years i.e. 2018-2019 & ,2019-2020 dully signed with seal and reg. no. of CA.			
x	Deviation sheet to be attached			
xi	LD clause agreeable			
	<b><u>A.2 Technical Documents</u></b>			
i	List of item with Product Specification			
ii	Agency agreement for the quoted items			
iii	Performance certificates/previous orders issued by reputed organization/government authorities			
iv	Proprietary item certificate, if any (for any item tendered).			
	<b><u>2. B. Financial Documents</u></b>			
i	Price Shedule			

Note: Please Super scribe Prequalification document/Technical document/ financial document on envelope.



**Annexure-II**  
**Declaration Form**  
**(On Non Judicial Stamp Paper worth Rs. 100/-)**

I / We .....having  
My / our office at.....do  
declare that I / We have carefully read all the terms & conditions of tender of Ref.  
No....., of Sickle Cell Institute Chhattisgarh, for the supply of  
.....and confirm our eligibility for this tender and all items quoted as per the  
tender condition and Governing laws of India.

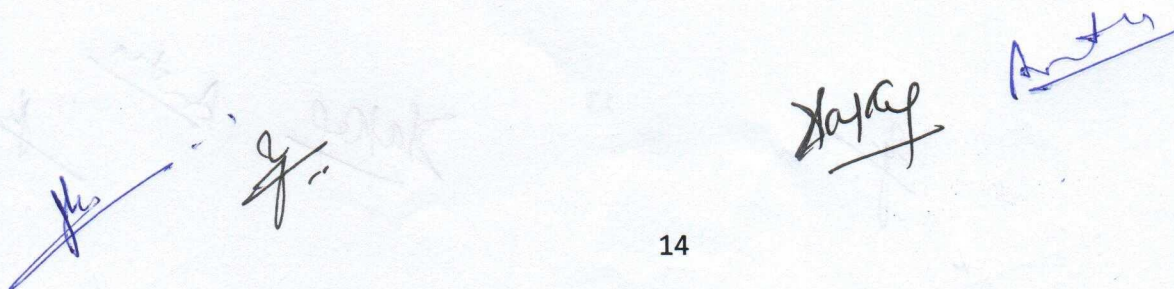
We certify that the rates of items quoted are reasonable & not higher than standards or for  
institutional supplies in last six months. We also confirm that we will not supply the quoted item in lower  
rate to any other organization during validity of contract if contract is awarded.

I/We do hereby declare that all information provided is true. I/We do hereby declare that I/We  
have not been convicted by any court of Law nor I/We are de-recognized / black- listed by any State  
Govt. / Union Territory / Govt. of India / Govt. organization / Govt. health institutions for any reason  
whatsoever. I/We agree that the Tender Inviting Authority can forfeit the Earnest Money Deposit and or  
Security Deposit and/or blacklist me/us for a period of 5 years if, any information furnished by me/us  
proved to be false at the time of inspection / verification and not complying with the Tender terms &  
conditions.

I / We ..... do hereby  
declare that I / we have carefully read & understood the tender document & will supply the items as per  
the terms, conditions & specifications of the tender document

Signature of the bidder:

Date:

The block contains several handwritten signatures in blue ink. On the left, there are two distinct signatures. In the center, there is a signature that appears to be 'Jai Singh'. On the right, there is a signature that appears to be 'Rajendra'.



**ANNEXURE – III**  
**PRE-CONTRACT INTEGRITY PACT**

**1. GENERAL**

- 1.1 This pre-bid contract Agreement (herein after called the integrity Pact) is made on ..... day of the month...../...../20....., between, Director General Sickle Cell Institute Chhattisgarh (A Government of Chhattisgarh U/T) acting through Shri ..... (Designation of the officer, Department) Government of Chhattisgarh (hereinafter called the “BUYER”, which expression shall mean and include, unless the context otherwise requires, his successors in the office and assigns) and the First Party, propose to procure (name of the Stores /Equipment /Work/Service) and M/s..... represented by shri..... Chief Executive Officer (herein after called the “BIDDER/Seller”, which expression shall mean and include, unless the context otherwise requires, his successors an permuted assigns) and the Second Party, is willing to offer / has offered.
- 1.2 WHEREAS the BIDDER is a private Company/Public Company/Government Undertaking /partnership / Registered Export Agency, constituted in accordance with the relevant law in the matter and the BUYER is a Ministry/Department of the Government, performing its functions on behalf of the Government of Chhattisgarh.

**2. OBJECTIVES**

NOW, THEREFORE, the BUYER and the BIDDER agree to enter into this pre-contract agreement, hereinafter referred to as Integrity Pact, to avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the Contract to be entered into with a view to:-

- 2.1 Enabling the BUYER to obtain the desired Stores/Equipment/Work/Service at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and
- 2.2 Enabling BIDDERS to abstain from bribing or indulging in any corrupt practices in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing any corrupt practices and the BUYER will commit to prevent corruption, in any form, by its official by following transparent procedures.

**3. COMMITMENTS OF THE BUYER**

The BUYER commits itself to the following:-

- 3.1 The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.



- 3.2 The BUYER will, during the pre-contract stage, treat BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER Which could afford an advantage to that particular BIDDER in comparison to the other BIDDERS.
- 3.3 All the officials of the BUYER will report the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with the full and verifiable facts and the same *prima facie* found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

#### **4. COMMITMENTS OF BIDDERS**

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

- 4.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- 4.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage, or inducement to any official of the BUYER or otherwise in procuring the Contract of forbearing to do or having done any act in relation of the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or 45isfavor to any person in relation to the contract or any other contract with the Government.
- 4.3 The BIDDER further confirms and declares to the BUYER that the BIDDER in the original manufacture/Integrator/Authorized government sponsored export entity of the stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- 4.4 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payment he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any their intermediaries in connection with the contract and the details of services agreed upon for such payments.



- 4.5 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 4.6 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 4.7 The BIDDER shall not use improperly, for purpose of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposal and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 4.8 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 4.9 The BIDDER shall not instigate or cause to instigate any third person to commit any of the acts mentioned above.

## **5. PREVIOUS TRANSGRESSION**

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

## **6. EARNEST MONEY (SECURITY DEPOSIT)**

- 6.1 Every BIDDER while submitting commercial bid, shall deposit an amount as specified in RFP as Earnest Money/Security Deposit, with the BUYER through any of the following instruments :
- (i) Bank Draft or a Pay Order in favor of Director General, Sickle Cell Institute Chhattisgarh, Raipur
  - (ii) A confirmed guarantee by an Indian Nationalized Bank, promising payment of the guaranteed sum to the..... (BUYER) ..... on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof of payment.
  - (iii) Any other mode or through any other instrument (to be specified in the RFP).
- 6.2 The Earnest Money/Security Deposit shall be valid up to a period of five years or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and BUYER, including warranty period, whichever is later.
- 6.3 In the case of successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 6.4 No interest shall be payable by the BUYER to the BIDDER on Earnest Money/Security Deposit for the period of its currency.



## 7. SANCTIONS FOR VIOLATIONS

7.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required:-

- (i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
- (ii) To forfeit fully or partially the Earnest Money Deposit (in pre-contract stage) and/or Security Deposited/Performance Bond (after the contract is signed), as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.
- (iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
- (iv) To recover all sums already paid by the BUYER, and in case of the Indian BIDDER with interest thereon as 2% higher than the prevailing Prime Lending Rate while in case of a BIDDER from a country other than India with Interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract such outstanding payment could also be utilized to recover the aforesaid sum and interest.
- (v) To encase the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.
- (vi) To cancel all or any other contracts with the BIDDER and the BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/recession and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
- (vii) To debar the BIDDER from participating in future bidding processes of the Government of Chhattisgarh for a minimum period of five years, which may be further extended at the discretion of the BUYER.
- (viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middlemen or agent or broken with a view to securing the contract.
- (ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.
- (x) If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is closely related to any of the officers of the BUYER, or alternatively, if any close relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filling of tender. Any failure to disclose the interest involved shall entitle the BUYER to rescind the



contract without payment of any compensation to the BIDDER. The term 'close relative' for this purpose would mean spouse whether residing with the Government servant or not, but not include a spouse separated from the Government servant by a decree or order of a competent court; son or daughter or step son or step daughter and wholly dependent upon Government servant, but does not include a child or step child who is no longer in any way dependent upon the Government servant or of whose custody the Government servant has been deprived of by or under any law; any other person related, whether by blood or marriage, to the Government servant or to the Government servant's wife or husband and wholly dependent upon Government servant.

- (xi) The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER, and if he does so, the BUYER shall be entitled forthwith to rescind the contract and all other contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.

7.2 The decision of the BUYER to the effect that a breach of the provisions of this pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Monitor(s) appointed for the purposes of this Pact.

## **8. FALL CLAUSE**

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

## **9. INDEPENDENT MONITORS**

- 9.1 The BUYER will appoint Independent Monitors (Hereinafter referred to as Monitors) for this Pact.
- 9.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.



9.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

9.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.

9.5 As soon as the Monitor notices, or has reason to believe, a violation this Pact, he will so inform the Authority designated by the BUYER.

9.6 The Monitor will submit a written report to the designated Authority of BUYER/Secretary in the Department/within 8 to 10 weeks from the date of reference or intimation to him by the BUYER/BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

#### **10. FACILITATION OF INVESTIGATION**

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

#### **11. LAW AND PLACE OF JURISDICTION**

The Pact is subject to Indian Law, the place of performance and jurisdiction shall be the seat of the BUYER.

#### **12. OTHER LEGAL ACTIONS**

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the any other law in force relating to any civil or criminal proceedings.

#### **13. VALIDITY**

13.1 The validity of this Integrity Pact shall be from the date of its signing and extend up to 3 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER / Seller whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

13.2 If one or several provisions of this Pact turn out to be invalid; the remainder of this Pact shall remain valid. In such case, the parties will strive to come to an agreement to their original intentions.



14. The parties hereby sign this Integrity Pact at.....  
..... on.....

**BUYER**

**BIDDER**

**Name of the Officer**

**CHIEF EXECUTIVE OFFICER**

Designation

Department/PSU

**Witness**

**Witness**

1. ....

1. ....

2. ....

2. ....

