

**बिड दस्तावेज़ / Bid Document**

| बिड विवरण / Bid Details  |  |
|--|--|
| बिड बंद होने की तारीख/समय / Bid End Date/Time  | 06-01-2026 15:00:00  |
| बिड खुलने की तारीख/समय / Bid Opening Date/Time   | 06-01-2026 15:30:00  |
| बिड पेशकश वैधता (बंद होने की तारीख से) / Bid Offer Validity (From End Date)                                      | 90 (Days)  |
| मंत्रालय/राज्य का नाम / Ministry/State Name  | Ministry Of Science And Technology   |
| विभाग का नाम / Department Name   | Department Of Science And Technology (dst)   |
| संगठन का नाम / Organisation Name   | liti Drishti Cps Foundation  |
| कार्यालय का नाम / Office Name  | Indore 453552  |
| कुल मात्रा / Total Quantity  | 1  |
| वस्तु श्रेणी / Item Category   | Next-Generation Sequencing System  |
| GeMARPTS में खोजी गई स्ट्रिंग्स / Searched Strings used in GeMARPTS  | Next-Generation Sequencing System  |
| GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS   | DNA Capillary Sequencer (V2), Hydrogen Generator, Taq DNA Polymerase, RCC Base Plate (TN Generation and Distribution Corporation), Automatic Milk Collection Unit with Electronic Milk Analyzer and Adulteration testing, Bacterial DNA isolation kit, Dressing for Reusable NPWT System, Pick and Carry Hydraulic Mobile Crane as per IS 4573 (Old Generation Hydra Crane with Rear Mounted Cabin), Reusable Negative Pressure Wound Therapy System, Pick and Carry Hydraulic Mobile Crane as per IS 4573 (New Generation Crane with Front Mounted Cabin) |
| अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification                        | <ul style="list-style-type: none"> <li>DNA Capillary Sequencer (V2)</li> </ul>   |
| बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का) / Minimum Average Annual Turnover of the bidder (For 3 Years)  | 173 Lakh (s)   |
| मूल उपकरण निर्माता का औसत टर्नओवर (गत 3 वर्षों का) / OEM Average Turnover (Last 3 Years)                         | 347 Lakh (s)   |
| उन्हीं/समान सेवा के लिए अपेक्षित विगत अनुभव के वर्ष / Years of Past Experience Required for same/similar service | 3 Year (s)   |

| <b>बिड विवरण/Bid Details</b>  |   |
|---|---|
| वर्षों के अनुभव एवं टर्नओवर से एमएसई को छूट प्राप्त है / <b>MSE Exemption for Years Of Experience and Turnover</b>  | Yes   Complete  |
| स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है / <b>Startup Exemption for Years Of Experience and Turnover</b>  | Yes   Complete  |
| विक्रेता से मांगे गए दस्तावेज़/ <b>Document required from seller</b>  | Experience Criteria,Past Performance,Bidder Turnover,Certificate (Requested in ATC),OEM Authorization Certificate,OEM Annual Turnover,Additional Doc 1 (Requested in ATC)<br>*In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer |
| क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेजों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ में है/ <b>Do you want to show documents uploaded by bidders to all bidders participated in bid?</b> | Yes (Documents submitted as part of a clarification or representation during the tender/bid process will also be displayed to other participated bidders after log in)  |
| बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / <b>Minimum number of bids required to disable automatic bid extension</b>  | 3   |
| दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / <b>Number of days for which Bid would be auto-extended</b>  | 7   |
| ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / <b>Number of Auto Extension count</b>  | 1   |
| विगत प्रदर्शन / <b>Past Performance</b>   | 10 %  |
| बिड से रिवर्स नीलामी सक्रिय किया/ <b>Bid to RA enabled</b>  | No  |
| वार्षिक रखरखाव शुल्क आवश्यक / <b>Annual Maintenance Charges Required</b>  | Yes   |
| बिड का प्रकार/ <b>Type of Bid</b>   | Two Packet Bid  |
| तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय / <b>Time allowed for Technical Clarifications during technical evaluation</b>   | 2 Days  |
| निरीक्षण आवश्यक (सूचीबद्ध निरीक्षण प्राधिकरण /जेम के साथ पूर्व पंजीकृत एजेंसियों द्वारा)/ <b>Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)</b>                                    | No  |
| मूल्यांकन पद्धति/ <b>Evaluation Method</b>  | Total value wise evaluation   |
| वित्तीय दस्तावेज की आवश्यकता है / <b>Financial Document Required</b>  | Yes   |
| मध्यस्थता खंड/ <b>Arbitration Clause</b>  | No  |

**बिड विवरण/Bid Details****सुलह खंड/Mediation Clause**

No

**ईएमडी विवरण/EMD Detail**

एडवाइजरी बैंक/Advisory Bank

HDFC Bank

ईएमडी राशि/EMD Amount

693277

**ईपीबीजी विवरण /ePBG Detail**

एडवाइजरी बैंक/Advisory Bank

HDFC Bank

ईपीबीजी प्रतिशत (%) /ePBG Percentage(%)

5.00

ईपीबीजी की आवश्यक अवधि (माह) /Duration of ePBG required (Months).

38

(a). जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज़ प्रस्तुत करने हैं। एमएसई केटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।/EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy.

(b). ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए। / EMD & Performance security should be in favour of Beneficiary, wherever it is applicable.

**लाभार्थी /Beneficiary :**

Chief Executive Officer

IITI DRISHTI CPS FOUNDATION, INDORE 453552, THE Registrar, Indian Institute of Technology, Village Simrol, Khandwa Road, Mhow, Indore, Madhya Pradesh, 453552

(IITI Drishti Cps Foundation)

बोली विभाजन लागू नहीं किया गया/ Bid splitting not applied.

**एमआईआई खरीद वरीयता/MII Purchase Preference**

एमआईआई खरीद वरीयता/MII Purchase Preference

No

**एमआईआई के लिए सक्षम प्राधिकारी का विवरण:/Details of the Competent Authority for MII**

सक्षम प्राधिकारी का नाम/Name of Competent Authority

Prof. Suhas S Joshi

सक्षम प्राधिकारी का पदनाम/Designation of Competent Authority

Chairperson of BoD's IITI DRISHTI CPS Foundation, Indore

सक्षम प्राधिकारी का कार्यालय/विभाग/प्रभाग/Office / Department / Division of Competent Authority

IITI DRISHTI CPS Foundation, Indore

|   |  |
|---|--|
| सीए अनुमोदन संख्या/CA Approval Number   | IITI DRISHTI-CPS/EQP/15/AG/2025-26   |
| सक्षम प्राधिकारी अनुमोदन तिथि/Competent Authority Approval Date   | 05-12-2025   |
| सक्षम प्राधिकारी द्वारा प्रदान की गई स्वीकृति का संक्षिप्त विवरण/Brief Description of the Approval Granted by Competent Authority | The required item is mentioned at Sl. No. 88 in OM No. F.4/1/2023-PPD dated 17/02/2025, issued by the Department of Expenditure, for relaxation and exemption from GTE approval. The list of 354 medical devices has now been revised (placed at Annexure-A), for which the said general relaxation under Rule 161(iv) of GFRs, 2017 will remain available until 31.03.2027 or until further orders. |

Competent Authority Approval for not opting Make In India Preference : [View Document](#)

#### एमएसई खरीद वरीयता/MSE Purchase Preference

|  |     |
|--|-----|
| एमएसई खरीद वरीयता/MSE Purchase Preference  | Yes |
| सूक्ष्म और लघु उद्यम मूल उपकरण निर्माताओं को खरीद में प्राथमिकता, यदि उनका मूल्य L1+X% तक की सीमा में हो / Purchase Preference to MSE OEMs available upto price within L1+X% | 15  |
| सूक्ष्म और लघु उद्यम को खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Maximum Percentage of Bid quantity for MSE purchase preference                          | 25  |

1. If the bidder is a Micro or Small Enterprise as per latest orders issued by Ministry of MSME, the bidder shall be exempted from the eligibility criteria of "Experience Criteria" as defined above subject to meeting of quality and technical specifications. The bidder seeking exemption from Experience Criteria, shall upload the supporting documents to prove his eligibility for exemption.
2. If the bidder is a Micro or Small Enterprise (MSE) as per latest orders issued by Ministry of MSME, the bidder shall be exempted from the eligibility criteria of "Bidder Turnover" as defined above subject to meeting of quality and technical specifications. If the bidder itself is MSE OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking exemption from Turnover, shall upload the supporting documents to prove his eligibility for exemption.
3. If the bidder is a DPIIT registered Startup, the bidder shall be exempted from the the eligibility criteria of "Experience Criteria" as defined above subject to their meeting of quality and technical specifications. The bidder seeking exemption from Experience Criteria, shall upload the supporting documents to prove his eligibility for exemption.
4. If the bidder is a DPIIT registered Startup, the bidder shall be exempted from the the eligibility criteria of "Bidder Turnover" as defined above subject to their meeting of quality and technical specifications. If the bidder is DPIIT Registered OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking exemption from Turnover shall upload the supporting documents to prove his eligibility for exemption.
5. 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 above 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-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
6. Experience Criteria: In respect of the filter applied for experience criteria, the Bidder or its OEM of the product offered in the bid {themselves or through reseller(s)} should have regularly, manufactured and supplied same or similar Category Products to any Central / State Govt Organization / PSU for number of Financial years as indicated above in the bid document before the bid opening date. Copies of relevant contracts and delivery acceptance certificates like CRAC to be submitted along with bid in support of having supplied some quantity during each of the Financial year. In case of bunch bids, the category of primary product having highest value

should meet this criterion.

7. OEM Turn Over Criteria: The minimum average annual financial turnover of the OEM of the offered product 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 OEM is less than 3 year old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.

8. Purchase preference will be given to MSEs having valid Udyam Registration and whose credentials are validated online through Udyam Registration portal as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail themselves of the Purchase preference, the bidder must be the manufacturer / OEM of the offered product on GeM. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises and hence resellers offering products manufactured by some other OEM are not eligible for any purchase preference. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service and Buyer will decide eligibility for purchase preference based on documentary evidence submitted, while evaluating the bid. If L-1 is not an MSE and MSE Seller (s) has / have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such MSE Seller shall be given opportunity to match L-1 price and contract will be awarded for 25% (selected by Buyer) percentage of total quantity. The buyers are advised to refer the OM No. F.1/4/2021-PPD dated 18.05.2023 [OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if seller is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.

9. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

10. Past Performance: The Bidder or its OEM {themselves or through re-seller(s)} should have supplied same or similar Category Products for 10% of bid quantity, in at least one of the last three Financial years before the bid opening date to any Central / State Govt Organization / PSU. Copies of relevant contracts (proving supply of cumulative order quantity in any one financial year) to be submitted along with bid in support of quantity supplied in the relevant Financial year. In case of bunch bids, the category related to primary product having highest bid value should meet this criterion.

#### Pre Bid Detail(s)

| मूल्य भिन्नता खंड दस्तावेज़/Pre-Bid Date and Time | प्री-बिड स्थान/Pre-Bid Venue  |
|---|---|
| 15-12-2025 11:00:00                               | The pre-bid meeting will be conducted in hybrid mode via Google Meet. The meeting link is given below. All prospective bidders are requested to join the meeting through the link.<br><br>Meeting Link: <a href="https://meet.google.com/pct-aamb-toi">meet.google.com/pct-aamb-toi</a> |

#### Next-Generation Sequencing System ( 1 set )

#### तकनीकी विशिष्टियाँ /Technical Specifications

|   |                          |
|---|--------------------------|
| क्रेता विशिष्टि दस्तावेज़ /Buyer Specification Document | <a href="#">Download</a> |
|---|--------------------------|

| Annual Maintenance           |        |
|------------------------------|--------|
| Warranty of required product | 3 Year |

**Annual Maintenance**

|   |        |
|---|--------|
| Annual Maintenance Charges Duration (Post Warranty) | 2 Year |
|---|--------|

|                                      |             |
|--------------------------------------|-------------|
| Annual Maintenance Charges Frequency | Bi-annually |
|--------------------------------------|-------------|

\*Warranty displayed under the AMC/CMC Details section will supersede the warranty displayed under the catalog specification

**उपरोक्त मद के लिए इंस्टॉलेशन कमीशनिंग एंड टेस्टिंग (आईसीटी) का विवरण / Installation Commissioning and Testing (ICT) details for the above item:**

|   |         |
|---|---------|
| % of Product Cost Payable on Product Delivery                               | 80%     |
| Min Cost Allocation for ICT as a % of product cost                          | 10%     |
| Number of days allowed for ICT after site readiness communication to seller | 30 Days |

**परेषिती/रिपोर्टिंग अधिकारी तथा मात्रा/Consignees/Reporting Officer and Quantity**

| क्र.सं./S.N<br>o. | परेषिती/रिपोर्टिंग<br>अधिकारी /Consignee<br>Reporting/Officer | पता/Address  | मात्रा /Quantity | डिलीवरी के दिन/Delivery<br>Days |
|-------------------|---|--|------------------|---------------------------------|
| 1                 | Dinesh Chouhan  | 452020,IITI DRISHTI CPS<br>FOUNDATION, THE REGISTRAR,<br>INDIAN INSTITUTE OF<br>TECHNOLOGY, MHOW, INDORE,<br>MADHYA PRADESH, INDIA<br>(453552) | 1                | 70                              |

**क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें/Buyer Added Bid Specific Terms and Conditions****1. Generic**

OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity up to 25% 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.

**2. Generic**

Actual delivery (and Installation & Commissioning (if covered in scope of supply)) is to be done at following address

All India Institute Of Medical Sciences  
Sri Aurobindo Marg  
Ansari Nagar  
Ansari Nagar East  
New Delhi, Delhi 110029

3. **Generic**

**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.

4. **Generic**

Bidders shall quote only those products (Part of Service delivery) in the bid which are not obsolete in the market and has at least 5 years residual market life i.e. the offered product shall not be declared end-of-life by the OEM before this period.

5. **Generic**

Bidders are advised to check applicable GST on their own before quoting. Buyer will not take any responsibility in this regards. GST reimbursement will be as per actuals or as per applicable rates (whichever is lower), subject to the maximum of quoted GST %.

6. **Generic**

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.

7. **Generic**

Installation, Commissioning, Testing, Configuration, Training (if any - which ever is applicable as per scope of supply) is to be carried out by OEM / OEM Certified resource or OEM authorised Reseller.

8. **Generic**

**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

9. **OEM**

**IMPORTED PRODUCTS:** In case of imported products, OEM or Authorized Seller of OEM should have a registered office in India to provide after sales service support in India. The certificate to this effect should be submitted.

10. **Forms of EMD and PBG**

Bidders can also submit the EMD with Payment online through RTGS / internet banking in Beneficiary name

IITI DRISHTI CPS Foundation, Indore  
Account No.  
50100703799204  
IFSC Code  
HDFC0008828  
Bank Name  
HDFC Bank  
Branch address

Amrat Sagar Township, Khandwa Road, Simrol, Indore 452020

Bidder to indicate bid number and name of bidding entity in the transaction details field at the time of on-line transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer along with bid.

11. **Financial Criteria**

**NET WORTH:** Net Worth of the OEM should be positive as per the last audited financial statement.

12. **Scope of Supply**

Scope of supply (Bid price to include all cost components) : Supply Installation Testing Commissioning of Goods and Training of operators and providing Statutory Clearances required (if any)

13. **Certificates**

ISO 9001: The bidder or the OEM of the offered products must have ISO 9001 certification.

14. **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.

15. **Certificates**

The bidder is required to upload, along with the bid, all relevant certificates such as BIS licence, type test certificate, approval certificates and other certificates as prescribed in the Product Specification given in the bid document.

16. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

**Performance Security:** The successful L1 bidder shall submit a Performance Bank Guarantee (PBG) amounting to **5% of the order value**, as stipulated in the Tender Document or Contract. The PBG shall be denominated in Indian Rupees or in the currency of the contract and may be submitted in the form of a third-party FDR/PBG or through an online transaction (NEFT/RTGS) to the account of **IITI DRISHTI CPS Foundation**.

Within **30 days** after satisfactory installation, commissioning, testing, and training of the equipment, and after submission of the report, the firm shall furnish to the **IITI DRISHTI CPS Foundation** a performance security valid up to **sixty (60) days after the date of completion** of all contractual obligations by the contractor, including warranty obligations.

17. **Buyer Added Bid Specific ATC**

Buyer uploaded ATC document [Click here to view the file.](#)

18. **Turnover**

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 year old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.

19. **Turnover**

OEM Turn Over Criteria: The minimum average annual financial turnover of the OEM of the offered product 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 OEM is less than 3 year old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria. In case of bunch bids, the OEM of CATEGORY RELATED TO primary product having highest bid value should meet this criterion.

#### 20. **Service & Support**

Dedicated /toll Free Telephone No. for Service Support : BIDDER/OEM must have Dedicated/toll Free Telephone No. for Service Support.

#### 21. **Service & Support**

Escalation Matrix For Service Support : Bidder/OEM must provide Escalation Matrix of Telephone Numbers for Service Support.

#### 22. **Warranty**

Warranty period of the supplied products shall be 3 years from the date of final acceptance of goods or after completion of installation, commissioning & testing of goods (if included in the scope of supply), at consignee location. OEM Warranty certificates must be submitted by Successful Bidder at the time of delivery of Goods. The seller should guarantee the rectification of goods in case of any break down during the guarantee period. Seller should have well established Installation, Commissioning, Training, Troubleshooting and Maintenance Service group in INDIA for attending the after sales service. Details of Service Centres near consignee destinations are to be uploaded along with the bid.

### **अस्वीकरण/Disclaimer**

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for [attached categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.

15. Buyer added ATC Clauses which are in contravention of clauses defined by buyer in system generated bid template as indicated above in the Bid Details section, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by GeM GTC.
16. In a category based bid, adding additional items, through buyer added additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogs or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

## **Additional Clause For Annual Maintenance Charges**

- 1.** AMC charges to be indicated as percentage of cost of Product/Equipment quoted for each year after the warranty period.
- 2.** GST shall be included in the AMC Charges quoted.
- 3.** The AMC functionality shall be available in bid only and no direct RA shall be applicable. In case of bid to RA decrement rules shall be applicable on total price inclusive of AMC charges.
  - 3.1** Buyer shall indicate number of years of warranty by selecting option of 1- 10 Years available in the field depending on warranty parameter applicable in category parameters for the equipment. The Seller while participating in Bid/RA will get fields to indicate AMC charges as percentage depending on number of years of AMC selected by Buyer. The following shall be applicable If 5 year AMC selected.
    - 3.1.1** AMC charges for first year after warranty period – Percentage to be indicated- A1.
    - 3.1.2** AMC charges for second year after warranty period – Percentage to be indicated A2.
    - 3.1.3** AMC charges for third year after warranty period – Percentage to be indicated A3.
    - 3.1.4** AMC charges for fourth year after warranty period – Percentage to be indicated A4.
    - 3.1.5** AMC charges for 5th year after warranty period – Percentage to be indicated A5.
  - 3.2** The calculation of AMC Charges shall take in to account of number of years of warranty and duration of AMC as specified while creating bid.
  - 3.3** AMC charges to be indicated for each subsequent year should be same or higher than preceding year.
  - 3.4** The AMC charges shall be offered within range of 3 to 25% of cost of equipment.
- 4.** Since AMC charges are to be paid only later for each year during AMC period , applicable performance guarantee amount after placement of contract shall be based on the cost of product/equipment and not on basis of cost of equipment along with AMC Charges.
- 5.** Performance bank guarantee applicable for AMC is to be submitted at start of the AMC and shall be applicable as 5% on the total contract value including AMC Charges The PBG submitted after award of contract shall be released only after new PBG for the AMC period is submitted and accepted by buyer/consignee after due verification. Bank guarantee for AMC is to remain valid till completion of AMC period plus one year .The bank guarantee for AMC shall be submitted to buyer directly.
- 6.** In case of splitting of quantity product/equipment cost and AMC charges offered by L-1 in the evaluated cost shall be matched by higher quoting eligible bidders on one to one basis .The equipment cost shall be matched and AMC charges shall be matched year to year.
- 7.** The AMC Contract shall be an offline contract to be handled by buyer. The payment of AMC will be made on AMC frequency (as indicated above) basis after satisfactory completion of said period, duly certified by end user and scope of AMC will be as per para 1 above.

**All GeM Sellers/Service Providers shall ensure full compliance with all applicable labour laws,**

including the provisions, rules, schemes and guidelines under the four Labour Codes i.e. the Code on Wages, 2019; the Industrial Relations Code, 2020; the Occupational Safety, Health and Working Conditions Code, 2020; and the Code on Social Security, 2020 as and when notified and brought into force by the Government of India.

For all provisions of the Labour Codes that are pending operationalisation through rules, schemes or notifications, the corresponding provisions of the pre-existing labour enactments (such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972, etc. and relevant State Rules) shall continue to remain applicable.

The Seller/ Service Providers shall, therefore, be responsible for ensuring compliance under:

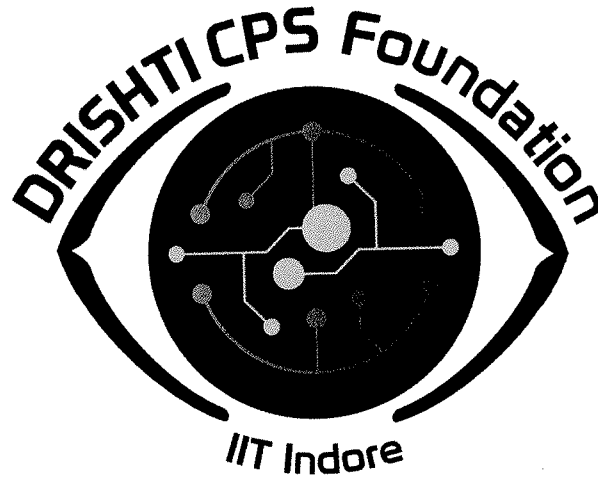
- All notified and enforceable provisions of the new Labour Codes as mentioned hereinabove; and
- All operative provisions of the erstwhile Labour Laws until their complete substitution.

All obligations relating to wages, social security, safety, working conditions, industrial relations etc. and any other statutory requirements shall be strictly met by the Seller/ Service Provider. Any non-compliance shall constitute a breach of the contract and shall entitle the Buyer to take appropriate action in accordance with the contract and applicable law.

[यह बिड सामान्य शर्तों के अंतर्गत भी शासित है /This Bid is also governed by the General Terms and Conditions](#)

जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।/In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

---धन्यवाद/Thank You---



**IITI DRISHTI CPS Foundation**  
**IIT Indore Campus Simrol,**  
**Khandwa Road, Indore- 453552**

**Global Tender Enquiry**

**For**

**Supply, Installation, Training and Commissioning**  
**of**  
**Next-Generation Sequencing System**



**GeM**  
Government  
e Marketplace

**Document to be submitted online on GeM**  
**for**  
**(Technical & Financial Bid as per the Schedule of requirements)**

**SECTION - I**  
**SPECIAL TERMS AND CONDITIONS**

1. **Introduction:** IITI DRISHTI CPS Foundation is a Technology Innovation Hub (TIH) hosted at IIT Indore. It is a Section 8 company supported by the National Mission on Interdisciplinary Cyber-Physical Systems (NM-ICPS), Department of Science and Technology (DST), Government of India. The Foundation focuses on System Simulation, Modelling, and Visualisation. It has now been upgraded to a Technology Translation Research Park (TTRP) with a core focus on Digital Healthcare. Our mission is to promote research and development, support skill development, and help early-stage technology startups in areas such as Smart Cities, Digital Healthcare, Smart Manufacturing, AgriTech, and Sustainability, creating a positive impact on the innovation ecosystem.
2. **Bidder:** Tenders are invited only from OEM/Authorized/Distributors/Dealers/Firms etc. IITI DRISHTI CPS Foundation, Indore intends for the Supply, Installation, Training and Commissioning of Next-Generation Sequencing System.
3. **Last Date of submission/ uploading:** The online bids, complete in all respects, should be uploaded on GeM Portal on or before the date given in the tender schedule. The bidders are advised to upload the documents at least one day before the last date for uploading of documents, in order to avoid the possibility of any last-minute surprises/uncertainties. IITI DRISHTI CPS Foundation, Indore, does not take any responsibility for technical snags pertaining to GeM Portal and/or connectivity issues.
4. **Force Majeure:** Neither the contractor nor the Company shall be liable to the other, for any delay in or failure of their respective obligations under this contract caused by occurrences beyond the control of either party because of fire, floods, acts of God, acts of public enemy, wars, riots, strikes, lockouts, sabotage, fire, floods, explosion, epidemic, quarantine restrictions, any law statute or ordinance order actions or regulations of the Government or any compliance there is similar to the above. Either party shall promptly notify the other of his commencement and cessation of such contingency and prove that such is beyond the controls and effects the implementation of this contract adversely.
5. **Breach of Terms and Conditions:** IITI DRISHTI CPS Foundation reserves the right to accept or reject or cancel any or all inquiries or quotations at any stage without assigning any reason thereof. In case of cancellation of order due to Non-compliance of with Terms and Conditions and Breach of the Contract, No compensation will be paid towards the progress of order/procurement.
6. **Governing Law:** The order placed will be a contract between the supplier and the buyer and shall be governed by the LAWS of India and under the contract shall be taken by the parties only in Indore, India to competent jurisdiction. All Domestic and International disputes are subject to Indore jurisdiction only.
7. **As per OM No. F.41/2023 dated 17.02.2025, issued by the Procurement Policy Division under the Department of Expenditure, a category of 354 medical devices/equipment listed in Annexure-I has been exempted from GTE approval. The general relaxation under Rule 161(iv) of the GFRs, 2017 will now be available until 31.03.2027 or until further orders.**
8. **Purchase Preference Policies of the Government:** As detailed in the Tender Document, the Procuring Entity reserves its right to grant preferences to eligible Bidders under various Government Policies/ directives (policies relating MSME; Start-ups etc.).
9. **Payment: No advance payment will be made in any case.**
  - a) Payment will be released through RTGS/NEFT transfer after Supply, installation, testing, inspection, commissioning & training of the equipment and if found satisfactory with regard to quality, quantity and specifications ordered.
  - b) The payment will be released after statutory deductions within 30 days.
  - c) For the payment, the firm must submit Supplier's Invoice indicating, inter alia description and specification of the goods, quantity, unit price, total value; HSN Code challans(s), Manufacturer's guarantee certificate; bank details/cancelled cheque, installation report, performance bank guarantee (if asked) etc. to the Purchase Department, IITI DRISHTI CPS Foundation.
  - d) 80% of the order value will be paid against delivery of the goods received in good condition at IITI DRISHTI CPS Foundation designated Lab and accepted by the user department. Balance 20% of the

order value cost will be paid after satisfactory Installation, Commissioning, Testing, & Training, and submission of performance bank guarantee.

10. **Performance Security:**

- a. Within 30 days after satisfactory installation, commissioning, Testing, & Training of the equipment and submission of the report, the firm shall furnish to the IITI DRISHTI CPS Foundation, performance security, valid up to **sixty days** after the date of completion of all contractual obligations by the contractor, including the warranty obligations.
- b. The **5%** amount of the order value shall be stipulated in the Tender Document or Contract denominated in Indian Rupees or the currency of the contract and shall be in one of the following forms.

11. **Pre-dispatch-** The firm should arrange the pre-dispatch inspection prior to packing & dispatching of the item, if asked by the IITI DRISHTI CPS Foundation. The firm should share the entire details of the quoted items with original images, catalog and schematic diagrams before packing. Virtual/Online or physical inspection may be done by the IITI DRISHTI CPS Foundation technical committee.

12. Items should be delivered only on Working Days (Monday to Friday) during office Hours only i.e. between 10.00 am to 04.00 pm.

13. **Pre-Installation:** Please also mention the pre-installation requirements for the equipment, like ambient temperature, humidity, civil work, weather specifications, power specifications, etc. When items are provided, full performance satisfaction should be demonstrated.

14. **INSTALLATION, COMMISSIONING & TRAINING:** BIDDER shall be responsible for installation, commissioning, and training wherever applicable and for after-sales service during the warranty period and thereafter as mentioned in the contract. Installation & training to be arranged by the supplier free of cost and the same is to be done within **30 days** of the arrival of the equipment at the site. **For delay in delivery or unsatisfactory installation, commissioning, testing & training, the liquidated damages will be imposed @ 0.5% (Half Percent) per week, subject to a maximum of 10% of the total value of the supply order & beyond 10% subject to approval of IITI DRISHTI CPS Foundation.**

15. **Liquidated Damages:** -As Time is the essence of an order, the date of delivery should be strictly adhered to, otherwise the delivery in full or in part may not be accepted and penalty for late delivery will be imposed @ 0.5% (Half Percent) per week subject to a maximum of 10% of the total value of supply order & beyond 10% subject to approval of IITI DRISHTI CPS Foundation. In case of delay in satisfactory Installation Commissioning, Testing, Training, Inspection, Certification etc. also the same rate of penalty shall be leviable. Non-delivery of material/service may lead to forfeiture of PBG and debarment of the supplier.

16. **Delivery: All India Institute of Medical Sciences, New Delhi 110029**

17. **Loading and Unloading:** The supplier shall be responsible for providing the necessary manpower, tools, and equipment for the safe loading, transportation, and unloading of all equipment at the designated site. This includes arranging personnel for handling, securing, lifting, and positioning equipment, as well as ensuring compliance with safety regulations and proper handling procedures.

18. In case the equipment offered requires maintenance after the expiry of the warranty, please indicate the approximate cost of comprehensive and on-call basis maintenance and also the availability of local support or otherwise.

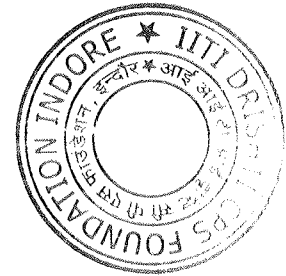
19. **Operational Activity:** The bidder must quote the manpower cost for operating the equipment for one year at their own expense, and provide a detailed cost breakdown in the financial document as per the attached prescribed format with the financial bid. **The employee shall remain under the employment of the vendor only and will be provided the services on-site to DRISHTI CPS Foundation.**

20. Please note clearly that the Bids sent through FAX, E-mail, by hand and/or by any post/courier shall not be accepted/ processed, in any case.
21. Please attach EMD payment reference along with technical bid.
22. The EMD will be returned to the unsuccessful bidders after the order (s) are placed with the successful technically qualified L-1 bidder.
23. The EMD will be forfeited if the technically qualified L-1 bidder fails to accept the order based on his/her offer/bid or fails to supply the items.
24. No correspondence/discussion/visits whatsoever will be entertained on the subject unless specifically called by this office after opening the tenders for technical discussions/ price negotiations. Any violation of this will render the quotations invalid and the firm is liable to be blacklisted.
25. No interest will be payable by the Purchaser on the Earnest Money Deposit. The earnest money of all the unsuccessful tenderers will be returned to them after the finalization of order or immediately after the completion of the validity of the bid. The Earnest Money of the successful bidder shall be returned on receipt of Performance Security. If the successful bidder fails to furnish the performance security or fails to supply the item as per Purchase Order (PO) terms and conditions within the stipulated period, the earnest money shall be liable to be forfeited by IITI DRISHTI CPS Foundation, Indore.
26. **Fall Clause:** The price quoted by the supplier should not be higher than the maximum retail price, if any, for the items and the same shall not be higher than the price usually charged by the supplier for items of the same nature, class or description to any other purchaser. The price charged for the items supplied under the contract by the supplier shall in no event exceed the lowest price at which the supplier sells the items of identical description to any other person during the period till performance of all supply orders placed during the currency of the contract is completed.
27. **Purchaser's right to accept Any Bid and to reject any or All Bids:** The Purchaser reserves the right to accept or reject any bid at any stage and to annul the bidding process and reject all bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders.
28. **Conflict of Interest among Bidders/Agent:** The bidder found to have a conflict of interest shall be disqualified. A bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if:
  - a) they have controlling partner (s) in common; or
  - b) they receive or have received any direct or indirect subsidy/financial stake from any of them; or
  - c) they have the same legal representative/agent for purposes of this bid; or
  - d) they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another bidder; or
  - e) in cases of agents quoting in offshore procurements, on behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorize only one agent/dealer. There can be only one bid from the following: The principal manufacturer directly or through one Indian agent on his behalf; and
  - f) bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid;
  - g) in case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership/management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/common business/ management units in same/similar line of business

29. **Guarantee/ Warranty (If applicable):** The equipment should be covered comprehensive on-site warranty against any manufacturing defect as mentioned in the requirement. Warranty certificate should be submitted with the bill(s). Any deviation in the material and the specifications from the accepted terms may liable to be rejected and the bidders need to supply all the goods in the specified form to the satisfaction / specifications specified in the order / contract and demonstrate at their own cost. The payments shall be made only after receiving the material in the required specifications and quality to the satisfaction of the Company's authorities.
30. Upon receipt of notice for defective material, the firm shall within 15 days of receipt of the notice, replace the defective material, free of cost at the destination. No claim whatsoever shall lie on IITI DRISHTI CPS Foundation for the replaced goods, thereafter. If the firm fails to replace the defective goods within a reasonable period, IITI DRISHTI CPS Foundation may proceed to take such remedial action as may be necessary, at the company's risk and cost.
31. **FURNISHING FRAUDULENT INFORMATION/ DOCUMENT-** If it is found that a bidder has furnished fraudulent document/information, the bid security/performance security (wherever applicable) shall be forfeited and the bidder/vendor will be debarred for a period of 3 (three) years from date of detection of such fraudulent act, besides the legal action. In case of major and serious fraud, period of debarment may be enhanced.
32. IITI DRISHTI CPS Foundation reserves the right to call for techno-commercial/price negotiations. The company should depute a competent representative for such discussion/negotiations whenever called for and he shall be competent to make on-the-spot decisions.
33. All other General Terms & Conditions will as per GeM GTC 4.0

*Aditya*

**Chief Executive Officer (CEO)  
IITI DRISHTI CPS Foundation**



**SECTION- II**  
**Pre- Pre-Qualification Criteria**  
**PART - I**

**LIST OF DOCUMENTS TO BE UPLOADED WITH TECHNICAL BID**

| Sl. No. | Details   | Supporting Document Should be Submitted   |
|---------|---|---|
| 1.      | The Bidder should be OEM/Authorized/Distributors/Dealers/Firms etc.   | For OEM: - Valid Certificate of Incorporation/Registration Certificate of the firm.   |
| 2.      | The bidder must submit a valid Manufacturer's Authorization Form (MAF) specific to this tender, indicating the validity period of the authorization   | The authorization letter should be on the Letterhead of the concerned OEM.<br>In case of Authorized/distributor/dealer/agent Copy of the valid authorization, the certificate shall be enclosed. <b>Offer submitted without proper authorization shall be liable to be rejected summarily.</b>  |
| 3.      | The firm must have a competent technical support team available in India to resolve any technical issues related to the supplied equipment within 24 hours.   | Bidder should enclose the details of service support (Escalation Matrix details).   |
| 4.      | <b>Udyam Certificate if bidder claim MSEs should be as per GeM_GTC Clause 04, Point no (xiii), m, (i)</b>   | Self-certified copies of documents.   |
| 5.      | <b>Startup Certificate if the bidder claims as a startup</b>  | Self-certified copies of documents.   |
| 6.      | <p>WORK EXPERIENCE: The bidder should have experience in the supply of similar <b>Next-Generation Sequencing Systems</b> to the reputed Institutions (like IIT,NIT, AIIMS and Central/State University/Central Research Labs)/ R&amp;D Units in India in the last three financial years (2022-23, 2023-24 and 2024-25) as detailed below:</p> <p><b>i) Three (3) supplies of similar equipment *each costing not less than Rs. 51,99,575.00</b></p> <p style="text-align: center;">(Or)</p> <p><b>ii) Two (2) supplies of similar equipment *each costing not less than Rs. 69,32,767.00</b></p> <p style="text-align: center;">(Or)</p> <p><b>iii) One (1) supply of similar equipment *costing not less than Rs. 1,21,32,342.00</b></p> <p>*For the purpose of this tender, Similar equipment means, Next-Generation Sequencing System.</p> | <p>Work orders and satisfactory completion, valid certificates issued by the respective buyer organization of the above order in support of experience, to be enclosed. <b>Without the submission of a completion certificate, the experience will not be considered.</b></p> <p><b>The valid certificate should be on letterhead of the concerned government organization with authorized signatory.</b></p> |
| 7.      | The bidder should not have been blacklisted by any Government / Semi Semi-Government / Board /Corporations /Autonomous Body/ PSU. An undertaking/declaration in this regard should have been closed. If any such  | <b>As per enclosed FORM-III</b>   |

|     |  |   |
|-----|--|---|
|     | matter, i.e. of blacklisting /suspension, is subjudice, even then the concerned firm shall be technically disqualified.  |   |
| 8.  | List of other Govt. Departments, Public Sector units and Central Autonomous Bodies for which the bidder is supplying material or having the similar type of contracts and a valid certificate regarding the satisfactory performance of the contract.  | <b>As per enclosed FORM IV</b>  |
| 9.  | Bidder Information   | <b>As per enclosed FORM - V</b>   |
| 10. | Bidder Acceptance of Tender Document   | <b>As per enclosed FORM -VI</b>   |
| 11. | <p><b>FINANCIAL TURNOVER: Submission of Audited Financial Statement of last three F.Y. years.</b></p> <p>The Bidder Annual Financial Turnover should more than Rs. <b>1,73,00,000/-</b> during the past three financial years namely 2022-23, 2023-24 and 2024-25.</p> <p>And</p> <p>In case of OEM, the Average Annual Turn Over of OEM should be Rs. <b>3,47,00,000/-</b> during the past three financial years namely 2022-23, 2023-24 and 2024-25.</p> <p>The Vendors / Bidders should not have incurred any loss during the last 3 (Three) years (as of 31st March 2024). Profit after Tax should be positive for the above-mentioned period.</p> | Attach a separate neatly typed sheet on the letterhead of Registered Chartered Accountant OR enclose copies of audited Balance Sheet and Profit & Loss Statement for the previous 3 financial years as specified in the bid document, and further details, if required, may be asked from the contractor after opening of technical bids. There is no need to upload the entire voluminous balance sheet. |
| 12. | A Solvency Certificate of Rs. <b>1,40,00,000</b> is required from the bidder.  | The certificate should be on the letterhead of the Bank. This certificate should have been issued within <b>6 months of the original date of the submission of the tender.</b>  |
| 13. | The Integrity Pact agreement must be submitted in the prescribed format given in the tender document with the technical bid.   | <b>As per enclosed FORM IX</b>  |

**Note: Non-compliance with any of the above conditions by the bidders will amount to non-eligibility for which tender that has been floated, and their bid shall be liable to be rejected summarily.**

**Signature & Seal of Bidder**

**SECTION - II**  
**Technical Specification**  
**PART - II**

(Bidder should submit the compliance matrix along with the Technical Bid)

**Item details and technical specifications as mentioned below: Supply, Installation, Training and Commissioning of Next-Generation Sequencing System**

| Sl. No.   | Description/Technical Specifications   | Compliance Yes/No | Deviation if any |
|---|--|-------------------|------------------|
| <b>Next-Generation Sequencing System (Qty. 1)</b> |  |                   |                  |
| 01.   | The system should be compact benchtop occupy a minimal lab footprint and should be offered as a complete system with automated template DNA amplification, sequencing, and data analysis (base calling, alignment, variant calling, and reporting) onboard on machine.   |                   |                  |
| 02.   | System should be the most successful and widely adopted sequencing chemistry worldwide. System should use nucleotides with reversible terminators and should mimic natural biological chemistry with simultaneous addition of all four bases in the sequencing reaction for competitive addition to the DNA template.  |                   |                  |
| 03.   | Sequencing chemistry should be robust and globally proven, as demonstrated with greater than 6000 peer reviewed publications.  |                   |                  |
| 04.   | The manufacturer should have reagents for library preparation of wide range of applications.   |                   |                  |
| 05.   | System should offer flexible scalability from 10–240 Gb or more & 100-400 million cluster or more in a single run to support a broad range of applications, including sequencing of human whole exome sequencing, targeted onco panels, HLA typing, Single-cell RNA-Seq/ATACseq (4K cells, 50 K reads per cell) in a single run, metagenomic sequencing, human WGS, ChIP sequencing, transcriptome sequencing etc. |                   |                  |
| 06.   | The system should have onboard cluster generation in 8–42 hours, to perform integrated massively parallel sequencing of DNA/RNA libraries loaded directly on the system, through integrated cluster generation (emulsion free) and x-leap sequencing by synthesis and offers both single end and paired end sequencing (100, 200, 300, 600 cycles).  |                   |                  |
| 07.   | Template preparation, sequencing and post run wash should be automated so that system gets quickly ready for next run without wasting much time on manual post wash runs.  |                   |                  |
| 08.   | The sequencing technology should offer accurate sequencing of homopolymers and highest read quality score of Q30 or more for more than 85% of the base calls having greater than or equal to 99.9% accuracy ensuring quality control steps.  |                   |                  |
| 09.   | System must have inbuilt hardware for ultra-rapid secondary analysis for a wide variety of genomic analysis solutions, including BCL conversion, mapping, alignment, sorting, duplicate marking, and variant calling to allow faster data analysis without the requirement of copying/transferring the data from NGS instrument to other device.   |                   |                  |
| 10.   | The inbuilt bioinformatics platform should cater read alignment and variant calling and other steps of secondary   |                   |                  |

|     |  |  |  |
|-----|--|--|--|
|     | analysis and lossless compression of FASTQ files up to 5 times.  |  |  |
| 11. | The sequencing system should offer a secure and remote instrument performance support service for detection of risk failure preemptively, troubleshoot runs more efficiently, and prevent in-run failures to minimize unplanned downtime and avoid unnecessary sample loss by anticipating repairs and creating alert to field personnel to schedule maintenance visits. |  |  |
| 12. | Library preparation should be easy and completed within 12 hrs with minimal hands-on time. Ease of library preparation and time required will be one of the important criteria for selection.  |  |  |
| 13. | System should be able to sequence multiple samples at a time with option of using barcodes for sample multiplexing (up to 384).  |  |  |
| 14. | The system should include the latest software, hardware, accessories, and technology available at the time of installation which is needed for generating high quality sequence reads.   |  |  |
| 15. | The system should be compatible with more than 10 manufacturer panels other than the quoted parent company, and digital MLPA application.  |  |  |
| 16. | The technology/system should be supported with proven performance & installation at minimum 10 installations in Govt institutes/clinical labs across India.  |  |  |
| 17. | System should be provided with three years warranty  |  |  |

**Online Technical Presentation Points to qualified:**

| Category                | Parameter   | Weight (%) | Score (0-5) | Weighted Score |
|-------------------------|---|------------|-------------|----------------|
| Instrument Performance  | Sequencing throughput (Gb/run, reads/run)                 | 5          |             |                |
|                         | Read length flexibility & chemistry quality               | 4          |             |                |
|                         | Accuracy (Q30, error profile, GC bias)                    | 5          |             |                |
|                         | Run time & turnaround                                     | 4          |             |                |
|                         | Multiplexing capacity                                     | 4          |             |                |
|                         | Reliability (run success rate, uptime)                    | 5          |             |                |
| Workflow & Library Prep | Compatibility with diverse applications (DNA/RNA/WGS/WES) | 5          |             |                |
|                         | Ease of workflow / user friendliness                      | 4          |             |                |
|                         | Input requirements (quality & quantity)                   | 3          |             |                |
|                         | Automation options & integration                          | 3          |             |                |
| Bioinformatics & Data   | Built-in primary/secondary analysis                       | 5          |             |                |
|                         | Variant calling, fusion, CNV                              | 4          |             |                |
|                         | Storage, data security & compliance                       | 3          |             |                |
|                         | Interface, reporting                                      | 3          |             |                |
|                         | Integration with LIMS/cloud/open-source tools             | 3          |             |                |
| Consumables & Cost      | Cost per sample / cost per Gb                             | 4          |             |                |
|                         | Shelf life, storage, ease of handling                     | 3          |             |                |
|                         | Supply chain & local availability                         | 3          |             |                |
| Service & Support       | Training program  | 4          |             |                |
|                         | Service center proximity & engineer availability          | 4          |             |                |
|                         | Warranty, AMC/CMC, uptime guarantee                       | 4          |             |                |

|                                   |   |   |  |  |
|-----------------------------------|---|---|--|--|
|                                   | Remote monitoring                       | 3 |  |  |
| Infrastructure & Future Readiness | Footprint, electrical, UPS, environment | 3 |  |  |
|                                   | Need for additional equipment           | 3 |  |  |
|                                   | Upgradeability & future roadmap         | 4 |  |  |
| Evidence & Validation             | Peer-reviewed studies                   | 2 |  |  |
|                                   | Reference sites / case studies          | 2 |  |  |
|                                   | Certifications (ISO/CE/IVD)             | 1 |  |  |

**Note:-**

- a) The technical presentation is a mandatory component of the technical evaluation. If a bidder fails to attend the technical presentation, the Technical Committee may strictly reject their bid without assigning any reason.
- b) The Quantity mentioned above is also indicative and might change in the final order.
- c) The bidder should submit his acceptance against each column as YES/NO and if No, the bidder should specify the deviation.
- d) Valid proof of the document in support of the claim to be enclosed with the technical bid.

**(Signature of the Bidder, with Official Seal)**

**SECTION - II**  
**UNPRICED TECHNICAL BID**  
**PART - III**

(Bidder should provide the following details on Letter head)

TENDER NO.:

Date:

Name of the Bidder \_\_\_\_\_

| Sl. No. | Item Description | Quantity | Make | Model | HSN Code | GST % | Country of Origin |
|---------|------------------|----------|------|-------|----------|-------|-------------------|
| 1       |                  |          |      |       |          |       |                   |
| 2       |                  |          |      |       |          |       |                   |
| 3       |                  |          |      |       |          |       |                   |
| 4       |                  |          |      |       |          |       |                   |
| 5       |                  |          |      |       |          |       |                   |
| 6       |                  |          |      |       |          |       |                   |

| Sl. No. | Other Terms & Conditions                |   | Compliance Yes/No |  |
|---------|---|---|-------------------|--|
| 1.      | Payment terms:                          | 100% Payment will be released within 30 days through RTGS/NEFT. 80% of the order value will be paid against delivery of the goods received in good condition at IITI DRISHTI CPS Foundation Lab and accepted by the user department. Balance 20% of the order value cost will be paid after satisfactory Installation, Commissioning, Testing, & Training, and submission of a performance bank guarantee |                   |  |
| 2.      | Delivery Period:                        | 10 weeks from the date of the purchase order  |                   |  |
| 3.      | Installation, Commissioning & Training: | 10 weeks from the date of delivery  |                   |  |
| 4.      | Warranty                                | 3 Years from the date of satisfactory Installation, Testing, Training, Commissioning, and acceptance of the equipment   |                   |  |

(Signature of the Bidder, with Official Seal)

**FORM-I**  
**MANUFACTURER'S AUTHORIZATION & WARRANTY SUPPORT DECLARATION**  
**(ON OEMs Letter head)**

Date: \_\_\_\_\_

Tender No / GeM bid no:

To  
Chief Executive Officer  
IITI DRISHTI CPS Foundation

We, \_\_\_\_\_ [name of Manufacturer], who are official manufacturers of [Insert type of goods manufactured] having factories at [insert full address of Manufacturer's factories], do hereby authorize [insert complete name of Bidder] to submit a bid the purpose of which is to provide the following goods, manufactured by us [insert name and or brief description of the goods], and to subsequently negotiate and sign the contract.

We hereby extend our full guarantee, warranty, availability of spare parts and AMC support in accordance with the Terms and Conditions of Contract with respect to the Goods offered by the above firm.

Authorized representative of the Manufacturer

Authorized representative Bidder

Signature:

Signature:

Name:

Name:

Address:

Address:

Mobile No:

Mobile No:

Email ID:

Email ID:

**FORM-II**  
**CERTIFICATE BY BIDDER- DPIIT REGISTRATION**

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such a country or, / if from such a county, has been registered with the Competent Authority (copy of the Registration Certificate enclosed).

I hereby certify that his bidder fulfils all requirements in this regard and is eligible to be considered.

Signature with Date and Stamp

Of the Bidder

**FORM-III**  
**DECLARATION REGARDING CLEAN TRACK/NO LEGAL ACTION**  
(to be provided on letter head of the firm)

I hereby certify that the above firm namely \_\_\_\_\_ is neither blacklisted by any Central/State Government/Public Undertaking/Institute nor any criminal case registered/pending against the firm or its owner/ partners anywhere in India preceding three years from the date of publishing of tender.

I also certify that the above information is true and correct in any every respect and in any case at a later date it is found that any details provided above are incorrect, any contract given to the above firm may be summarily terminated and the firm blacklisted.

Date:

Authorized Signatory

Name:

Designation:

**FORM-IV**

## PREVIOUS SUPPLY ORDER LIST FORMAT

| Order placed by<br>{Full address of<br>Purchaser] | Order No. and<br>Date | Description and<br>quantity of ordered<br>equipment | Value of<br>order | Contact Person<br>along with<br>Telephone no., Fax<br>no. and e-mail<br>address. |
|---|-----------------------|---|-------------------|--|
|   |                       |   |                   |  |
|   |                       |   |                   |  |
|   |                       |   |                   |  |

Note: The Technical Committee may request additional information from other Institutes or organizations that have supplied the same equipment, and this feedback will be considered during the technical evaluation.

Signature and Seal of the Manufacturer/ bidder .....

Place:

Date:

**FORM-V****BIDDER INFORMATION FORM**

|   |   |
|---|---|
| Company Name  |   |
| Registration Number                                 |   |
| Manufacturer /Distributor for the quoted product    |   |
| Registered Address                                  |   |
| Name of Partners /Director                          |   |
| City /Postal Code                                   |   |
| Company's Establishment Year                        |   |
| Company's Legal Status (tick on appropriate option) | 1) Limited Company<br>2) Undertaking<br>3) Joint Venture<br>4) Partnership<br>5) Others (In case of Others please specify)  |
| Company Category                                    | 1) Micro Unit as per MSME<br>2) Small Unit as per MSME<br>3) Medium Unit as per MSME<br>4) Ancillary Unit<br>5) SSI<br>6) Others (In case of Others please specify) |
| Contact Name<br>Email Id<br>MOBILE NO.              |   |
| BANK DETAILS  | Name of Beneficiary :<br>A/c. No. CC/CD/SB/OD:<br>Name of Bank :<br>IFSC NO. (Bank) :<br>Branch Address and Branch Code:  |
| Vendor's PAN No. (Should be attached)               |   |
| Vendor's GST No. (Should be attached)               |   |

**FORM-VI**  
**ACCEPTANCE OF TENDER TERMS**

(To be given on Company Letter Head)

Date: DD/MM/YYYY

To,  
Chief Executive Officer  
IITI DRISHTI CPS Foundation

**Sub: Acceptance of Terms & Conditions of Tender. \_\_\_\_\_”**

**Dear Sir,**

1. I / We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site(s) namely: \_\_\_\_\_ as per your advertisement, given in the above-mentioned website(s).
2. I / We hereby certify that I / we have read the entire terms and conditions of the tender documents from Page No. \_\_\_\_\_ to \_\_\_\_\_ (including all documents like annexure(s), schedule(s), etc), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein and I have no objection for any of the content of the bid document. The rates quoted by me/us are valid and binding on me/us for acceptance till the validity of bid.
3. I / We hereby unconditionally accept the tender conditions of above-mentioned tender document(s) / corrigendum(s) in its totality / entirety.
4. I / We do hereby declare that our Firm has not been blacklisted/ debarred by any Govt. Department/Public sector undertaking.
5. I / We do hereby declare that we have quoted our firm rates inclusive of taxes if not mentioned extra.
6. I/We agree to hold this offer open until **90 days** and shall be bound to supply/commission/install/test the equipment and dispatch the same within the specified period.
7. **I/We agree that in case if we fail to deliver the goods/complete the work/supply within the stipulated time, then IITI DRISHTI CPS Foundation has full power to compound the liquidity damages or forfeit the Bid Security/Security Deposit or any necessary action as deemed fit can be taken by the IITI DRISHTI CPS Foundation.**
8. The articles shall be of the best quality and of the kind as per the requirement of the IITI DRISHTI CPS Foundation. The decision of the IITI DRISHTI CPS Foundation, India (herein after called the said officer) as regard to the quality and kind of article shall be final and binding on me. Should the said officer deem it necessary to change any article on being found of inferior quality, it shall be replaced by me/us free of cost in time to prevent inconvenience.
9. I/We declare that no legal/financial irregularities are pending against the proprietor/partner of the bidding firm or manufacturer.
10. I/We undertake that the items supplied are as per Catalogue/technical literature description.
11. I/We undertake that the quoted rates are not higher than that approved in any other Govt. institutions in India for the same items during the current Financial Year.
12. I/we do hereby confirm that the prices/rates quoted are fixed and are at par with the prices quoted by me/us to any other Govt. of State/Central//Institute/Department/PSUs. I/we also offer to supply the Equipment/stores at the prices and rates not exceeding those mentioned in the price bid.

13. I/we have the necessary infrastructure for the maintenance of the equipment and will provide all accessories/spares as and when required.
14. I/we also declare that in case of change of Indian Agent or for any other change. Merger, dissolution solvency etc. in the organization of our foreign principles, we would take care of the Guarantee/Warranty/Maintenance of the machinery/equipment and have provided written confirmation for the same.
15. I/we undertake to get the equipment repaired/replace within 48 hours of the receiving of the complaint from the IITI DRISHTI CPS Foundation failing which a penalty of @ 1% of the cost may be recovered from the Bank Guarantee before releasing the same to us after completion period.
16. I/we undertake, If as a result of post post-payment audit any over payment is deducted in respect of any Supply/work done by our Agency or alleged to have been done by our Agency under this bid, it shall be recovered by the IITI DRISHTI CPS Foundation from our Agency.
17. I/we undertake, If any under payment is discovered, the amount shall be duly paid to our Agency by the IITI DRISHTI CPS Foundation.
18. I/we undertake that we shall be liable to provide all the relevant records copies during the concurrency period of the Contract or otherwise, even after the Contract is over, whenever required by IITI DRISHTI CPS Foundation.

Yours Faithfully,  
(Signature of the Bidder, with Official Seal)

**FORM-VII**  
**PERFORMANCE SECURITY FORMAT**

To,

.....

**WHEREAS** ..... (name and address of the supplier) (hereinafter called "the supplier") has undertaken, in pursuance of contract no. .... Dated .....to supply (description of goods and services) (hereinafter called "the contract").

**AND WHEREAS** it has been stipulated by you in the said contract that the supplier shall furnish you with a bank guarantee by a scheduled commercial bank recognized by you for the sum specified therein as security for compliance with its obligations in accordance with the contract;

**AND WHEREAS** we have agreed to give the supplier such a bank guarantee:

**NOW THEREFORE** we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total of ..... (amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We further undertake to pay the Purchaser any money so demanded notwithstanding any dispute or disputes raised by the supplier(s)/vendor(s) in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the supplier(s)/vendor(s) shall have no claim against us for making such payment.

We hereby waive the necessity of your demanding the said debt from the supplier before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the supplier shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until the ..... day of ....., 20.....

(Signature of the authorized officer of the Bank)

Name and designation of the officer

Seal:

Name & address of the Bank

Address of the Branch:

Phone No.:

E-mail ID:.

**FORM-VIII**  
**PRE-BID QUERY FORM/FORMAT**

Name of the Firm: \_\_\_\_\_

Address: \_\_\_\_\_

Email ID: \_\_\_\_\_

Contact No.: \_\_\_\_\_

| Sl. No | Reference of the Clause No. of the Tender Document | Query/Clarification/ Deviation sought | Clarification/Response from IITI DRISHTI CPS Foundation, Indore |
|--------|--|---------------------------------------|---|
| 1      |  |                                       |   |
| 2      |  |                                       |   |
| 3      |  |                                       |   |
| 4      |  |                                       |   |
| 5      |  |                                       |   |
| 6      |  |                                       |   |
| 7      |  |                                       |   |
| 8      |  |                                       |   |
| 9      |  |                                       |   |
| 10     |  |                                       |   |
| 11     |  |                                       |   |
| 12     |  |                                       |   |

**FORM-IX****(Applicable only for purchases above 1 crore)****(To be printed on Supplier's letterhead)**

*(To be signed by the bidder and same signatory competent / authorized to sign the relevant contract on behalf of IITI DRISHTI CPS Foundation, Indore)*

**INTEGRITY AGREEMENT**

This Integrity Agreement is made at ..... on this ..... day of..... 20.....

BETWEEN

The IITI DRISHTI CPS Foundation, Indore, represented through Chief Executive Officer, IITI DRISHTI CPS Foundation, Indore ....., (Hereinafter referred as the 'Principal/Owner', (Address of Division) 'Principal/Owner', which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

AND

Name and Address of the Individual/firm/Company) through ..... (Hereinafter referred (Details of duly authorized signatory) to as the "Bidder/Contractor" and which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

**Preamble**

WHEREAS the Principal / Owner has floated the Tender (NIT No.....) (hereinafter referred to as "Tender/Bid") and intends to award, under laid down organizational procedure, contract for .....at IITI DRISHTI CPS Foundation, Indore." (Name of work) hereinafter referred to as the "Contract". AND WHEREAS the Principal/Owner values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relation with its Bidder(s) and Contractor(s).AND WHEREAS to meet the purpose aforesaid both the parties have agreed to enter into this Integrity Agreement (hereinafter referred to as "Integrity Pact" or "Pact"), the terms and conditions of which shall also be read as integral part and parcel of the Tender/Bid documents and Contract between the parties.

NOW, THEREFORE, in consideration of mutual covenants contained in this Pact, the parties hereby agree as follows and this Pact witnesses as under:

**Article 1: Commitment of the Principal / Owner**

- 1) The Principal/Owner commits itself to take all measures necessary to prevent corruption and to observe the following principles  
No employee of the Principal / Owner, personally or through any of his / her family members, will in connection with the Tender, or the execution of the 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.
  - a) The Principal/Owner will, during the Tender process, treat all Bidder(s) with equity and reason. The Principal/Owner will, in particular, before and during the Tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the Tender process or the Contract execution.
  - b) The Principal/Owner shall Endeavour to exclude from the Tender process any person, whose conduct in the past has been of biased nature.
- 2) If the Principal/Owner obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal code (IPC)/Prevention of Corruption Act, 1988 (PoC Act) or is in violation of the principles herein

mentioned or if there be a substantive suspicion in this regard, the Principal/Owner will inform the Chief Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

- 3) If the Principal/Owner obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal code (IPC)/Prevention of Corruption Act, 1988 (PoC Act) or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, the Principal/Owner will inform the Chief Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

### **Article 2: Commitment of the Bidder(s) / Contractor(s)**

- 1) It is required that each Bidder/Contractor (including their respective officers, employees and agents) adhere to the highest ethical standards, and report to the Government / Department all suspected acts of fraud or corruption or coercion or collusion of which it has knowledge or becomes aware, during the tendering process and throughout the negotiation or award of a contract.
- 2) The Bidder(s)/Contractor(s) commits himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender process and during the Contract execution:
  - 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/Owner's employees involved in the Tender process or 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 Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process.
  - c) The Bidder(s) / Contractor(s) will not commit any offence under the relevant IPC/PoC Act. Further the Bidder(s) / Contractor(s) will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the Principal / Owner 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 names and addresses of agents / representatives in India, if any. Similarly Bidder(s) / Contractor(s) of Indian Nationality shall disclose names and addresses of foreign agents/representatives, if any. Either the Indian agent on behalf of the foreign principal or the foreign principal directly could bid in a tender but not both. Further, in cases where an agent participate in a tender on behalf of one manufacturer, he shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent/parallel tender for the same item.
- 3) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences
- 4) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm indulge in fraudulent practices means a willful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the Government interests.
- 5) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm use Coercive Practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/ her reputation or property to influence their participation in the tendering process).

### **Article 3: Consequences of Breach**

Without prejudice to any rights that may be available to the Principal /Owner under law or the Contract or its established policies and laid down procedures, the Principal/Owner shall have the following rights in case of breach of this Integrity Pact by the Bidder(s)/Contractor(s) and the Bidder/ Contractor accepts and undertakes to respect and uphold the Principal/Owner's absolute right:

- 1) If the Bidder(s)/Contractor(s), either before award or during execution of Contract has committed a transgression through a violation of Article 2 above or in any other form, such as to put his reliability or credibility in question, the Principal/Owner after giving 14 days' notice to the contractor shall have powers to disqualify the Bidder(s)/Contractor(s) from the Tender process or terminate/determine the Contract, if already executed or exclude the Bidder/Contractor from future contract

award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Principal/Owner. Such exclusion may be forever or for a limited period as decided by the Principal/Owner.

- 2) Forfeiture of EMD/Performance Guarantee/Security Deposit: If the Principal/Owner has disqualified the Bidder(s) from the Tender process prior to the award of the Contract or terminated/determined the Contract or has accrued the right to terminate/determine the Contract according to Article 3(1), the Principal/Owner apart from exercising any legal rights that may have accrued to the Principal/Owner, may in its considered opinion forfeit the entire amount of Earnest Money Deposit, Performance Guarantee and Security Deposit of the Bidder/Contractor.
- 3) Criminal Liability: If the Principal/Owner obtains knowledge of conduct a Bidder or Contractor, or of an employee or a representative or an associate of a Bidder or Contractor which constitutes corruption within the meaning of IPC Act, or if the Principal / Owner has substantive suspicion in this regard, the Principal/Owner will inform the same to law enforcing agencies for further investigation.

#### **Article 4: Previous Transgression**

- 1) The Bidder declares that no previous transgressions occurred in the last 5 years with any other Company in any country confirming to the anticorruption approach or with Central Government or State Government or any other Central/State Public Sector Enterprises 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 for banning of business dealings/ holiday listing of the Bidder/Contractor as deemed fit by the Principal/ Owner.
- 3) If the Bidder/Contractor can prove that he has resorted / recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal/Owner may, at its own discretion, revoke the exclusion prematurely.

#### **Article 5: Equal Treatment of all Bidders/Contractors/Subcontractors**

- 1) The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder/Contractor shall be responsible for any violation(s) of the principles laid down in this agreement/Pact by any of its Sub-contractors/sub-vendors.
- 2) The Principal/Owner will enter into Pacts on identical terms as this one with all Bidders and Contractors.
- 3) The Principal/Owner will disqualify Bidders, who do not submit, the duly signed Pact between the Principal/Owner and the bidder, along with the Tender or violate its provisions at any stage of the Tender process, from the Tender process.

#### **Article 6: Duration of the Pact**

This Pact begins when both the parties have legally signed it. It expires for the Contractor/Vendor 6 months after the completion of work under the contract or till the continuation of defect liability period, whichever is more and for all other bidders, till the Contract has been awarded.

If any claim is made/lodged during the time, the same shall be binding and continue to be valid despite the lapse of this Pacts as specified above, unless it is discharged/determined by the Competent Authority of IITI DRISHTI CPS Foundation, Indore.

#### **Article 7: Other Provisions**

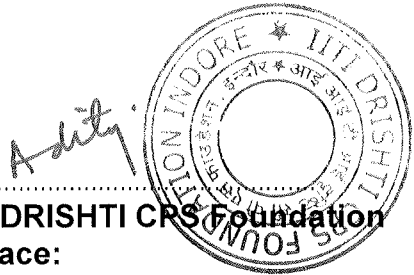
- 1) This Pact is subject to Indian Law, place of performance and jurisdiction is the Head Quarters of the Division of the Principal/Owner, who has floated the Tender.
- 2) Changes and supplements need to be made in writing. Side agreements have not been made.
- 3) If the Contractor is a partnership or a consortium, this Pact must be signed by all the partners or by one or more partner holding power of attorney signed by all partners and consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by Board Resolution.
- 4) Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- 5) It is agreed term and condition that any dispute or difference arising between the parties with regard to the terms of this Integrity Agreement / Pact, any action taken by the Owner/Principal in accordance with this Integrity Agreement/ Pact or interpretation thereof shall not be subject to arbitration.

#### **Article 8: Legal and Prior Rights**

All rights and remedies of the parties hereto shall be in addition to all the other legal rights and remedies belonging to such parties under the Contract and/or law and the same shall be deemed to be cumulative and not alternative to such legal rights and remedies aforesaid. For the sake of brevity, both the Parties agree that this Integrity Pact will have precedence over the Tender/Contract documents with regard any of the provisions covered under this Integrity Pact.

IN WITNESS WHEREOF the parties have signed and executed this Integrity Pact at the place and date first above mentioned in the presence of following witnesses:

**BUYER**



.....  
**CEO, IITI DRISHTI CPS Foundation**  
**Date & Place:**

.....  
**BIDDER Signature with Seal**  
**Date & Place:**

WITNESSES:

- 1. .... (Indenter)  
(Signature, name and address)
- 2. ....  
(Signature, name and address)

WITNESSES:

- 1. ....  
(Signature, name and address)
- 2. ....  
(Signature, name and address)