



# **NATIONAL INSTITUTE OF BIOMEDICAL GENOMICS**

(An autonomous Institute of Dept. of Biotechnology, Ministry of Science & Technology, Govt. of India)

**NIT No.: NIBMG/AMC ICT/2021-22/002,**

**Dated. 17.05.2021**

## **INVITATION OF BIDS FOR COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT (AMC) OF INFORMATION COMMUNICATION TECHNOLOGY (ICT) RELATED ITEMS AT NATIONAL INSTITUTE OF BIOMEDICAL GENOMICS (NIBMG)**



# **NATIONAL INSTITUTE OF BIOMEDICAL GENOMICS**

(An autonomous Institute of Dept. of Biotechnology, Ministry of Science & Technology, Govt. of India)

## **CRITICAL DATE SHEET**

**NIT No.: NIBMG/AMC ICT/2021-22/002,**

**Dated. 17.05.2021**

<b>Published Date</b>	<b>17.05.2021 (06.00 PM)</b>
<b>Bid Document Download / Sale Start Date</b>	<b>18.05.2021 (09:00 AM)</b>
<b>Clarification Start Date</b>	<b>18.05.2021 (09.00 AM)</b>
<b>Clarification End Date</b>	<b>31.05.2021 (02.00 PM)</b>
<b>Bid Submission Start Date</b>	<b>18.05.2021 (09.00 AM)</b>
<b>Bid Submission End Date</b>	<b>07.06.2021 (04.00 PM)</b>
<b>Bid Opening Date</b>	<b>08.06.2021 (04.30 PM)</b>



## **NATIONAL INSTITUTE OF BIOMEDICAL GENOMICS**

(An autonomous Institute of Dept. of Biotechnology, Ministry of Science & Technology, Govt. of India)

### **TENDER NOTICE**

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**NIT No.:** NIBMG/AMC ICT/2021-22/002,

**Dated.** 17.05.2021

#### **Tender for Comprehensive Annual Maintenance Contract (AMC) of Information Communication Technology (ICT) related items in NIBMG, Kalyani**

The National Institute of Biomedical Genomics (NIBMG) is an Autonomous Institution established by the Government of India, under the aegis of the Department of Biotechnology. This is the first institution in India explicitly devoted to research, training, translation & service, and capacity-building in biomedical genomics. It is in Kalyani, West Bengal, India, about 50 km. from Kolkata.

Online Tenders are invited in two parts namely Technical Bid (including General Terms & Conditions) and Price Bid for providing Comprehensive Annual Maintenance Contract (AMC) of Information Communication Technology (ICT) related items in NIBMG, Kalyani for one year.

Tender document can be downloaded from NIBMG website [www.nibmg.ac.in](http://www.nibmg.ac.in) or from Central Public Procurement Portal [www.eprocure.gov.in](http://www.eprocure.gov.in). Bidders should enrol/register in the e-procurement module of Central Public Procurement Portal through the website: [www.eprocure.gov.in](http://www.eprocure.gov.in). Bidders should also possess a valid DSC for online submission of bids.

The estimated value for the contract inclusive of GST is Rs. 35,00,000/- (Thirty-five lakhs rupees). The vendor willing to participate must submit a Demand Draft of Rs.70,000/- (Rupees Seventy thousand only) as EMD along with the Technical Bid.

**Earnest Money Deposit (EMD):** An amount of Rs. 70,000/-(INR Seventy Thousand) should be deposited by e- transfer directly to the institute Account No- 0579050053288, AC/ Name: NATIONAL INSTITUTE OF BIOMEDICAL GENOMICS, Bank: Punjab National Bank, Branch: Kalyani, IFS Code: PUNB0057920, proof of transaction advice should be enclosed in technical bid. Failure to deposit Earnest Money will lead to rejection of tender.

Exemption from EMD shall be governed by Manual for Procurement of Goods 2017 and EMD exemption shall be to firms registered with Central Purchase Organization, NSIC, MSME etc. for item tendered only.

Incomplete or conditional tenders submitted would be summarily rejected. The Director, NIBMG reserves the right to cancel any or all tenders without assigning any reason thereof.

**Manager (Administration) NIBMG**

## **Tender for Comprehensive Annual Maintenance Contract of ICT related items.**

### **I) ELIGIBILITY CRITERIA:**

- A. The firm/company must be registered as a firm or as a company with the Registrar of Firms or Registrar of Companies. Necessary papers must accompany the technical bid.
- B. The Firm/Company must have valid ISO 9001, ISO/IEC 20000, and ISO/IEC 27001 certificates. Necessary papers must accompany the technical bid.
- C. The Firm/Company must have a registered head/branch office in Kolkata for over 10 years as on 31.03.2021. Necessary papers must accompany the technical bid. Necessary papers must accompany the technical bid.
- D. The firm/company must have minimum 350 lakhs rupees annual turnover in support/service businesses in the last 5 years. Necessary papers and audited reports must accompany the technical bid.
- E. The Bidder must have profit/positive Net Worth in the last 3 (Three) financial years. Audited Report of Annual accounts for last three years must be submitted in support of the same.
- F. The firm/company should have a previous experience in maintenance of such equipment with Government/Autonomous Bodies/Institutions/Public Sector Undertaking/Educational Institutions of maintaining IT infrastructure with a minimum single order value of 28 Lakhs or minimum two order value of 21 lakhs in last 4 Financial years. Work order related to AMC with hardware support will only be accepted. Successful job completion certificate/Customer satisfaction letter for on-going projects must be submitted along with the technical bid.
- G. The firm/company should produce the self-attested photocopies of documents related to allocation of Registration Number, PAN Number, GST registration number, Trade license, ESIC registration, EPF registration, Copy of Income Tax return of last 3 years, Latest Professional Tax Receipt and any other Tax applicable etc.
- H. Bidder must have at least 5 valid Network (Cisco/HPE/Aruba) and 5 valid Red hat Linux certified engineers/administrators on their direct payroll. Monthly Contribution Details or Electronic Challan Cum Return (ECR) of EPF/ESIC/Medical Insurance etc. along with appointment letters of the engineers must be submitted.
- I. Bidder should submit customer satisfaction letter and copy of work order for the jobs related to AMC of ICT equipment with hardware support of at least 5 customers in last 4 Financial years.
- J. Bidder who has been blacklisted by any organization including NIBMG in the past is not allowed to submit their bid. The Bidder shall be required to give a declaration in their letter head that they have never been blacklisted by any Academic institution/ Government Agencies / Govt. Department / Quasi Govt. Dept / PSU / Board / Council or similar organization.

- K. NIBMG reserves the right to evaluate the Bidder's performance through the report from any Govt. Department/ Quasi Govt. Dept / PSU / Board of Council or similar organization at their own discretion or ask the bidder to produce service satisfaction certificate from the customer base mentioned as per above criteria. During evaluation, a bid will be summarily rejected, if the Institute receives any dissatisfactory feedback from any clients (existing/previous) of the bidder.

## **II) SCOPE OF WORKS:**

- 1) The contract would be onsite, comprehensive i.e. including service charges and replacement of parts of Original Equipment Manufacturer (OEM) or equivalent for all ICT related items listed in the price bid.
- 2) In case of spare unavailability of the model, vendor needs to provide an equivalent or higher model of the spare or whole equipment from the same OEM.
- 3) The list of Servers, Workstations, Computers, Printers, UPSs, Networking hardware etc. is attached as in the Technical Bid. However, new equipment purchased from time to time, after their expiry of warranty/guarantee period, will also have to be serviced/maintained by the vendor at the same rate of similar/equivalent item in the list, and the terms and condition will also remain same for the newly added items. NIBMG reserves rights to add/remove items from the list during the contract period with prorated (pro-rata basis) effect from the next quarterly invoice.
- 4) Coordination with OEMs/ Vendors for troubleshooting of the computer and other peripherals under warranty/AMC of respective OEM/Vendor.
- 5) The firm shall maintain the equipment as per manufacturer's guidelines and shall use genuine OEM components or equivalent for replacement.
- 6) Any other maintenance work to be undertaken related to the ICT items mentioned in the list.
- 7) **The items not mentioned in the equipment list and other ICT consumables:** The vendor must extend manpower support (excluding spare and consumables) to carry out the following jobs for free-of-cost:
  - i For the items which are not listed in the equipment list, NIBMG will provide the spare parts/whole equipment, the vendor must provide repairing/installation services for the equipment.
  - ii Replacing consumable items like toner, cartridge, ribbon, and all kinds of batteries, etc.

## **III) THE OTHER TERMS AND CONDITIONS FOR AWARDED THE AMC SHALL BE AS UNDER:**

1. The vendor willing to participate must submit a Demand Draft of Rs.70,000/- along with Technical Bid as Earnest Money Deposit (EMD). Bidders will not be allowed to participate without EMD. Bidder who is exempted from submission of EMD, must produce necessary certificates for availing the exemption.
  - a) EMD of unsuccessful bidders will be refunded after the award of order to the successful bidder.
  - b) EMD of successful bidder will be refunded after submission of PBG.

2. The bids will be accepted in single stage two bids system i.e., **Technical Bid and Financial Bid**. All pages of Technical bid shall be signed by the bidders. Incomplete or conditional applications submitted would be summarily rejected. The Director, NIBMG reserves the right to cancel any or all applications without assigning any reason thereof.
- a) Machine serial numbers for each item will be provided to the AMC vendor along with Work order.
  - b) The AMC vendor shall furnish performance security to the NIBMG for an amount of 3% of contract value in the form of Bank Guarantee from any nationalized bank within 15 days of Service Providers receipt of the AMC order. The Performance Guarantee will be for a period of 14 months. If the AMC order is not accepted, then the bid security will be forfeited. In case of extension of AMC Tender, the performance security is to be extended correspondingly. The percentage rate of performance Security may vary based on change of Govt Order.
  - c) The Performance Security Bond will be discharged by the NIBMG after completion of the AMC contract.
  - d) The vendor will provide two on-site service engineers (one network engineer, one system engineer) with experience of at least eight years in maintaining windows, Linux, Networking related hardware and software. The minimum qualification of the engineer would be Graduation in any discipline. The on-site service engineer must be an employee of the firm and in the payroll of the company. The minimum educational qualification of the on-site engineers must be Graduate in any discipline and their Rates of wages including V.D.A. should not be less than the wages of “Highly skilled workers” according to The Ministry of Labour & Employment, GOI.
  - e) Each on-site engineer must be equipped with necessary tools and a laptop for providing day-to-day support services.
  - f) The on-site service engineers should present in the Institute during Monday to Saturday from 9.00 AM to 6.00 PM for attending and redress of complaints. The engineer shall also be available on holidays as per requirement of NIBMG if needed. The engineer shall be equipped with mobile phone to ensure their availability. The Director, NIBMG shall have the right to deduct the penalty of Rs.1000/- per day from the quarterly payment, if the Service Engineer remains absent/leave without providing substitute which will be deducted from the quarterly bill submitted by the vendor. The maximum penalty amount of a quarter would be 5% of quarterly billing amount.
  - g) The firm/company may visit NIBMG for ensuring the condition of the all the ICT equipment mentioned in the Technical Bid prior to the last date of submission of the tender.  
  
It will not be open for the contractor to refuse maintenance of any equipment listed in ICT equipment details after the last date of submission of the tender.
  - h) Rates shall be quoted inclusive of all charges and levies etc. The rates quoted will remain in force for the full period of contract. No demand for revision of rate on any account shall be entertained during the contract period.
  - i) The AMC can be extended, for a further period of maximum 02 more years on the same terms and condition of the existing contract based on the mutual agreement.
  - j) Unit wise AMC charges for all the items must be quoted separately but selection of the vendor will be based on total tender amount. NIBMG would like to have single point of contact for all kinds of IT related services.

- k) Call must be attended within 30 minutes of reporting a call by the end users during Monday to Saturday from 9 am to 6 pm and same must be solved within 24 hours. In case of delay in solving problem within 24 hours, a standby device needs to be installed within 36 hours of reporting a call for the items listed in Technical Bid.
- l) In case of failure of adhering to the time schedule mentioned above, The Director, NIBMG shall have the right to deduct the penalty of Rs.1000/- per day per call basis from the quarterly bill submitted by the vendor. The maximum penalty amount of each quarter would be 5% of quarterly billing amount.
- m) Immediately on award of the contract, the contractor would give a report taking over all equipment (giving their configuration in working condition also). It shall be the responsibility of the firm/company to make all the equipment work satisfactorily throughout the contract period and to hand over the systems to the Department in working conditions on the expiry of the contract. In case any damage on the systems of the department is found, compensation which would be determined by the Competent Authority will have to be rectified/paid by the firm.
- n) It may also be noted that in case of contractor backing out in mid-terms without any explicit consent of NIBMG, the firm/company will be liable to recovery at higher rate vis-à-vis, those contracted with it, which may have to be incurred by NIBMG on maintenance of machines for the balance period of contract through alternative means and the contractor will be backlisted.
- o) The above act of backing out would be automatically debar the firm from any further dealing with NIBMG and EMD/performance guarantee amount would also be forfeited.
- p) No advance payment in any case would be made. However, quarterly payment on pro-rata basis on satisfactorily rendering of service would be made.
- q) The initial period of contract will be for one year from the date of award of contract. The contract may be renewed, if the services provided by the agency found to be satisfactory and unit rates of AMC for all the items are remain same.
- r) The tender is not transferable.
- s) The contractor shall be responsible for any loss or damage caused to any of the machines owing to negligence on his part. The contract will be on comprehensive basis include repairs and replacement of spare parts without extra payment.
- t) Any kind of outsourcing or offloading this job to any another agency will not acceptable.
- u) NIBMG reserves the right to accept or reject any or all tenders without assigning any reasons.
- v) No subletting of contract shall be allowed at any point of time of contract.
- w) All disputes in this connection shall be settled in Kolkata jurisdiction only.
- x) The agency must keep some spare parts (Hard disk, RAM, power supply unit, Fan etc.) for the servers, server chassis and networking equipment in the Data centre of the Institute.
- y) Provisions of the Public Procurement (Preference to Make in India) order issued by the Department for Promotion of Industry and Internal Trade, Govt. of India, vide OM No. P 45021/2/2017-PP (BE-II) dated 04 June 2020, shall be applicable in the tendering process.

z) Integrity Pact

Integrity Pact binds both buyers and contractor to ethical conduct and transparency in all activities from pre-selection of bidders, bidding and contracting, implementation, completion and operation related to the contract.

The Integrity pact essentially envisages an agreement between the prospective vendors/bidders and the buyer, committing the persons/officials of both sides, not to resort to any corrupt practices in any aspect/stage of the contract. Only those vendors/bidders, who commit themselves to such a Pact with the buyer, would be considered competent to participate in the bidding process. In other words, entering into this Pact would be a preliminary qualification. The essential ingredients of the Pact include:

- a) Promise on the part of the Purchaser to treat all bidders with equity and reason and not to seek or accept any benefit, which is not legally available;
- b) Promise on the part of bidders not to offer any benefit to the employees of the Purchaser not available legally and also not to commit any offence under Prevention of Corruption Act, 1988 or Indian Penal Code 1860;
- c) Promise on the part of bidders not to enter into any undisclosed agreement or understanding with other bidders with respect to prices, specifications, certifications, subsidiary contracts; etc.
- d) Undertaking (as part of Fall Clause) by the bidders that they have not and will not sell the same material/equipment at prices lower than the bid price;
- e) Foreign bidders to disclose the name and address of agents and representatives in India and Indian Bidders to disclose their foreign principals or associates;
- f) Bidders to disclose the payments to be made by them to agents/brokers or any other intermediary;
- g) Bidders to disclose any past transgressions committed over the specified period with any other company in India or Abroad that may impinge on the anti-corruption principle;
- h) Integrity Pact lays down the punitive actions for any violation.

Each page of such Integrity pact proforma would be duly signed by Purchaser's competent signatory. All pages of the Integrity Pact are to be returned by the bidder (along with the technical bid) duly signed by the same signatory who signed the bid, i.e. who is duly authorized to sign the bid and to make binding commitments on behalf of his company. Any bid not accompanied by Integrity Pact duly signed by the bidder shall be considered to be a non-responsive bid and shall be rejected straightway.

The Integrity Pact would be effective from the date of invitation of bids till complete execution of the contract.

The model format of IP is at **Annexure-X**



**Part-A: TECHNICAL BID****National Institute of Biomedical Genomics, Kalyani****Forms for Submission of Tender for AMC of ICT related Items**

NIT No.: NIBMG/AMC ICT/2021-22/002,

Dated. 17.05.2021

**FORM-A (Supporting Documents submission detail)**

<b>ELIGIBILITY CRITERIA:</b>	<b>Page nos. of the technical bid where the supporting documents are attached for verification</b>
A) The firm/company must be registered as a firm or as a company with the Registrar of Firms or Registrar of Companies. Necessary papers must accompany the technical bid.	
B) The Firm/Company must have valid ISO 9001, ISO/IEC 20000, and ISO/IEC 27001 certificates. Necessary papers must accompany the technical bid.	
C) The Firm/Company must have a registered head/branch office in Kolkata for over 10 years as on 31.03.2021. Necessary papers must accompany the technical bid. Necessary papers must accompany the technical bid.	
D) The firm/company must have minimum 350 lakhs rupees annual turnover in support/service businesses in the last 5 years ending 31-03-2020. Annual audited accounts and audited reports must accompany with the technical bid	
E) The Bidder must have profit/positive Net Worth in the last 3 (three) financial years ending 31-03-2020. Audited Report must be submitted in support of the same.	
F) The firm/company should have a previous experience in maintenance of such equipment with Government/Autonomous Bodies/Institutions/Public Sector Undertaking/Educational Institutions of maintaining IT infrastructure with a minimum single order value of 28 Lakhs or minimum two order value of 21 lakhs in last 4 Financial years. Work order related to AMC with hardware support will only be accepted. Successful job completion certificate/Customer satisfaction letter for on-going projects must be submitted along with the technical bid.	
G) The firm/company should produce the self-attested photocopies of documents related to allocation of Registration Number, PAN Number, GST registration number, copy of Income Tax return, Professional tax Receipt and any other Tax applicable etc.	
H) Bidder must have at least 5 valid Network (Cisco/HPE/Aruba) and 5 valid Red hat Linux certified engineers/administrators on their direct payroll. Monthly Contribution Details or Electronic Challan Cum Return (ECR) of EPF/ESIC/Medical Insurance etc. along with appointment letters of the engineers must be submitted.	
I) Bidder should submit customer satisfaction letter and copy of work order for the jobs related to AMC of ICT equipment with hardware support of at least 5 customers in last 4 Financial years ending 31-03-2021.	
J) Bidder who has been blacklisted by any organization including NIBMG in the past is not allowed to submit their bid. The Bidder shall be required to give a declaration in their letter head that they have never been blacklisted by any Academic institution/ Government Agencies / Govt. Department / Quasi Govt. Dept / PSU / Board / Council or similar organization.	

**FORM-B (Information about the bidders)**

1	Name of firm											
2	Address of registered head/branch office in Kolkata of the Firm and date of registration of Kolkata office.											
3	Statutory Trade Licence/Registration Nos.											
4	Income Tax PAN and current Professional Tax receipts											
5	GST registration No.:											
6	Any other No., Please specify											
7	Name of the authorized signatory											
8	Specimen Signature of the Authorized signatory.											
9	Telephone Number and email address of the authorized signatory and other Telephone Number of the firm.											
10	Whether the firm paid the EMD amount online? If yes, then mention UTR/Trans. Ref. no. with date.											
11	The firm/company annual turnover in support/service businesses in the last 5 years ending 31-03-2020.	<table border="1"><tr><th><u>2015-16</u></th><th><u>2016-17</u></th><th><u>2017-18</u></th><th><u>2018-19</u></th><th><u>2019-20</u></th></tr><tr><td></td><td></td><td></td><td></td><td></td></tr></table>	<u>2015-16</u>	<u>2016-17</u>	<u>2017-18</u>	<u>2018-19</u>	<u>2019-20</u>					
<u>2015-16</u>	<u>2016-17</u>	<u>2017-18</u>	<u>2018-19</u>	<u>2019-20</u>								
12	Mention profit/positive Net Worth value/amount in the last 3 (three) financial years ending 31-03-2020.											
13.	<u>Mention following details to support eligibility criteria no. F:</u>  Name of the customers, Work order no., order value, Date, contract period, etc.											
14.	<u>Mention following details to support eligibility criteria no. H:</u>  Name of the employees, Employee IDs, working from (date), Name of Certification with its no. and validity, etc.											
15.	<u>Mention following details to support eligibility criteria no. I:</u>  Name of the customers, reference no. of customer satisfaction letter, date of issue, Work order no., order value, contract period, etc.											

I confirm that: -

- 1) I, \_\_\_\_\_ Son / Daughter / Wife of  
Shri \_\_\_\_\_ Proprietor/Director/Partner/Manager Resident of \_\_\_\_\_,  
authorized signatory of the Agency/Firm, \_\_\_\_\_, am competent to sign  
this Declaration and execute this application document.
- 2) No employee or direct relation of any employee of NIBMG is in way connected as  
Partner /Shareholder/Director/Advisor/Consultant/Employee etc. with the Company.
- 3) The information furnished is correct to the best of my knowledge and belief.
- 4) I have read and understood the general instructions to vendors and undertake to  
abide by the same.

.....  
(Signature of Proprietor/Partner/Chief Executive/Authorized Signatory)

Name .....

(In Capital Letters)

Place: .....

(Seal of Vendor)

Date: .....

**Please sign each and every page of the tender document and the declaration mentioned in this page as a token of having accepted the terms and conditions mentioned therein.**

**I/we submit this tender after reading the tender notice and instructions, contained herein. and accepted by me/us.**

**Signature of the Authorised Signatory**  
(with seal)

Date:

Place:

Name:

Address:

Mobile Number:

# National Institute of Biomedical Genomics, Kalyani

## Tender for AMC of ICT related Items

NIT No.: NIBMG/AMC ICT/2021-22/002,

Dated. 17.05.2021

### ICT equipment details

H/W Types	Model No.	Quantity
Servers	Hp BL 460c G6 Server Chassis	1
	Hp BL 460c G6 Server	8
	Hp BL 465c G8 GB Server	3
	Hp BL 465c G8 GB Server	1
	Hp BL 460c G8 GB Server	4
	Enclosure BladeSystem c7000 Enclosure G3	1
	BL460c Gen9	4
	BL460c Gen9	2
	DL 580 Gen 8 CTO Svr	1
	HP DL 580 G7	1
	HP DL360 Gen9 Server	4
	HP ML350T06	3
	HP Proliant DL 380 G6	1
	Proliant DL360 G7	1
	Storage Workstation X1800 / DL 380 G6	1
Camera	HBW4PER2	3
	H4W4PER2	3
	HDZP252DI	1
UPS (without battery)	APC ES 650va	17
	APC RS 550VA	3
	APC Smart UPS RT 5000VA	1
	APC UPS 1.5 KVA	30
	APC UPS 650va 2nd	8
	Back-UPS RS 1100	2
	Smart UPS 2200	4
	APC BX600	5
	APC BE700Y	1
Laptops	Toshiba Sate lite L740	3
	Portege R700	1
	HP 240 ci3 K1c63pa	1
	HP 240 ci3 K1c63pa	1
	Toshiba Protege	1
	L40-A-X0110	1
	HP 240 G4	1
	HP ProBook 440	3
IP EPABX	Mitel IP EPABX	1
	Mitel-6867i	5
	Mitel-6863i	5

<b>Phone</b>	Grandsteem-GXP1625	2
	Analouge	33
	Analouge in stock	13
<b>Desktops</b>	HP Compaq Pro 3335 MT	15
	Compaq 6000 pro microtower	10
	HP DX2480	2
	HP Compaq Pro 3090 MT (OLD)	5
	HP PRO ONE 400G1 AIO BUSINESS PC	1
	HP ELITE ONE 800G2 23-IN NON-TOUCH AIO	1
	HP Z400	2
	HP Pro Desk 6000 G3 MT	30
	HP ALL IN ONE PC 20-C27in	1
	HP280G3MT	3
	HP COLOR LJ CP2025	1
	HP LJ M1536dnf MFP	3
<b>Printers</b>	HP LJ 2055dn	8
	HP LJ P1007	1
	HP LJ P4015X	2
	HP Scanjet G2410	1
	HP-LJ-M1522nf /hp LJP MFP M128FW	1
	HP Leserjet Pro MFPM227SDN	1
	HP Leserjet Pro MFPM427DW	1
	HP Leserjet Pro MFPM227FDW	1
	Canon Image class MF643CDW	2
	CASSIO XJ-F210WN	3
	EPSON EB-47Wi	1
<b>Projectors</b>		
<b>Network</b>	HP 5900AF-48XG-4QSFP+ Switch	2
	HP-5800-24G-SFP	5
	HP-FlexFabric 5700-32XGT-8XG-2QSFP+ JG898A	4
	HP- 870 Unified Wired-WLAN JG723A	2
	Aruba 2530 8 port switch PART NO -J9774A	1
	Cisco Router 2811	1
	Microtik 1200	1
-----END-----		

## Format of Integrity Pact

### INTEGRITY PACT

Between National Institute of Biomedical Genomics (NIBMG), a Society registered under the Indian Societies Act 1860 represented by \_\_\_\_\_ hereinafter referred to as “The Principal”.

And .....herein referred to as “The Bidder/ Contractor.”

#### Preamble

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

In order to achieve these goals, the Principal will monitor the tender process and the execution of the contract for compliance with the principles mentioned below.

#### Section A: Commitments of the Principal

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

- a) No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
- b) The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all 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.
- c) The Principal will exclude from the process all known prejudiced persons.
- d) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary action.

#### Section B: – Commitments of the Bidder(s)/Contractor(s)

- a) The Bidder(s)/Contractor(s) commit 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's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

- b) The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, Certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- c) The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- d) The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly, the Bidder(s)/Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s)/Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only. Copy of the "Guidelines on Indian Agents of Foreign Suppliers" is annexed and marked as
- e) The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- f) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- g) The person signing IP shall not approach the courts while representing the matters to IEMs and he/she will await their decision in the matter.

### **Section 3 – Disqualification from tender process and exclusion from future Contracts**

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

#### **Section 4 – Compensation for Damages**

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

#### **Section 5 – Previous transgression**

- 1) The Bidder declares that no previous transgressions occurred in the last 3 Years with any other Company in any country conforming to the anti-corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
- 2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in “Guidelines on Banning of business dealings.”

#### **Section 6 – Equal treatment of all Bidders / Contractors/ Sub-contractors**

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

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

If the Principal obtains knowledge of conduct of a bidder, Contractor or Subcontractor or of an employee or a representative or an associate of a bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

#### **Section 9 – Pact Duration This Pact begins when both parties have legally signed it.**

It expires for the Contractor 10 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded. If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by Director, National Institute of Biomedical Genomics.



## Section 10 – Other provisions

- 1) This agreement is subject to Indian Law. Place of performance and Jurisdiction is the Office of the Principal, i.e. Kalyani.
- 2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- 3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- 4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

\_\_\_\_\_  
(For & On behalf of the Principal)

(Office Seal)

Place.....

Date.....

\_\_\_\_\_  
(For & On behalf of Bidder/Contractor)

(Office Seal)

Place.....

Date.....

Witness 1: (Name & Address): \_\_\_\_\_

Witness 2: (Name & Address): \_\_\_\_\_