



Ref. No.: IIIT-A/PURCHASE/644/944/2020

Date: FEB 11, 2020

## NOTICE INVITING TENDER (E-PROCUREMENT MODE)

1. E-bids are invited through **Central Public Procurement Portal (CPPP)** under two-bid system for the “**Empanelment of vendors for supply of Medicine**” at Indian Institute of Information Technology, Allahabad (IIITA). The detailed specifications, terms and conditions are given in Annexure I through X. The complete Bid document may be downloaded from CPPP and IIITA website. Physical bids will not be accepted.

### TENDER SCHEDULE

Date of issue/publishing	:	<u>11/02/2020</u>
Document download/sale start date	:	<u>11/02/2020</u>
Document download/sale end date	:	<u>02/03/2020 (till 12.00 Noon)</u>
Last date and time for uploading bids	:	<u>02/03/2020 (till 12.00 Noon)</u>
<b>Last date and time for receipt of queries</b>	:	<b><u>24/02/2020 (till 10.00 am)</u></b>
Date and time of Technical Bid opening	:	<u>03/03/2020 (04.00 PM)</u>
Date and time of Price Bid opening	:	Will be informed later
Bid Security (Earnest Money)	:	<ul style="list-style-type: none"><li>• Bid Security fee is Rs. 24,000/- (Rupees Twenty Four Thousand only) (see Bid Security details given below).</li><li>• Any bid without Bid Security will not be considered unless it qualifies for exemption (see <b>Details of Bid Security</b> given below).</li><li>• Proof of remittance with transaction number/ Exemption certificate should be attached with the Annexure – VII of the tender document.</li></ul>
Performance Security	:	10% of Purchase Order amount
Warranty	:	See Technical Specifications
Number of covers	:	2
Bid validity period	:	90 days from the date of opening of Technical Bid
Address for communication	:	Purchase Section IIIT Allahabad, Deoghat , Jhalwa, Prayagraj – 211015
Contact number	:	Tel: 0532-2922061
Email address	:	Bidder may submit their Queries/Clarification, <b>if any, latest by <u>24/02/2020 (till 10.00 am)</u></b> through Cpp portal. Queries/Clarification sent to any Email ID will not be entertained.

**Note:** If any of the above days happens to be an IIITA's holiday, the next working day shall be implied.



2. **Details of Bid Security:**

a. Bid Security may be provided through direct transfer (RTGS/NEFT), Account Payee Demand Draft, Fixed Deposit Receipt, Banker's cheque or Bank Guarantee from any of the Commercial Banks. If Bid Security has been submitted by any other mode than NEFT/ RTGS, then hard copy of the Bid Security has to be sent by Registered Post. It should reach IIIT Campus before the bid submission deadline to the name of Jt. Registrar (Store & Purchase), Indian Institute of Information Technology Allahabad, Deoghat, Jhalwa, Prayagraj, Pincode-211015. In envelope super scripted the tender Id or tender reference Number and with company full address.

b. The details for payment are as follows:

**Account Name** : **IIIT A EMD and Security Deposit Account**  
**Bank Name** : **Punjab National Bank**  
**Address** : **Pipalgaon Branch, Allahabad, Prayagraj**  
**Account number** : **8636000100031943**  
**IFSC Code** : **PUNB0863600**  
**Validity** : The Bid Security is to remain valid for a period of 45 days beyond the final bid validity period.

c. **Exception for Bid Security:** Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprise (MSMEs) or are registered with the Central Purchase Organization or Concerned Ministry or Department or Startups as recognized by Department of Industrial Policy and Promotion are exempted from BID SECURITY. Such bidder needs to submit relevant certificate issued by competent authority along with technical bid of tender.

3. Complete Bidding document is available in Government of India's E-tender website. The bids should be submitted through the same website (<https://eprocure.gov.in/eprocure/app>). All amendments, time extension, clarifications etc. will be uploaded in the CPPP website and [www.iiita.ac.in](http://www.iiita.ac.in) and it will not be published in newspapers.
4. Bidders should regularly visit the above websites to keep themselves updated.
5. Bidder may note that Bid shall be submitted on the basis of "ZERO DEVIATION" and shall be in full compliance to the requirements of Bidding Document, failing which bid shall be considered as non-responsive and may be liable for rejection.
6. The Director of IIIT-Allahabad reserves the right to reject any or all the bids, or cancel the tender, without assigning any reason and the decision of the Director; IIIT-Allahabad shall be final and binding.

**Store & Purchase Section**



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# 1 INSTRUCTIONS FOR ONLINE BID SUBMISSION

As per the directives of Department of Expenditure, this tender document has been published on the Central Public Procurement Portal (URL: <http://eprocure.gov.in/eprocure/app>). The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidder in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal. More information useful for submitting online bids on the CPP Portal may be obtained at: <http://eprocure.gov.in/eprocure/app>.

## 1.1 REGISTRATION

- 1.1.1 Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <http://eprocure.gov.in/eprocure/app>) by clicking on the link "Click here to Enroll". Enrolment on the CPP Portal is free of charge.
- 1.1.2 As part of the enrolment process, the bidder will be required to choose a unique username and assign a password for their accounts.
- 1.1.3 Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- 1.1.4 Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / TCS / nCode / eMudhra / Capricon etc.), with their profile.
- 1.1.5 Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSCs to others which may lead to misuse.
- 1.1.6 Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

## 1.2 SEARCHING FOR QUOTATION /TENDER DOCUMENTS

- 1.2.1 There are various search options built in the CPP Portal, to facilitate bidder to search active Tender by several parameters. These parameters could include tender ID, organization name, location, date, value, etc. There is also an option of advanced search for tender, wherein the bidder may combine a number of search parameters such as organization name, form of contract, location, date, other keywords etc. to search for a tender published on the CPP Portal.
- 1.2.2 Once the bidder has selected the tender they are interested in, they may download the required documents schedules. These tender can be moved to the respective 'My Tender' folder. This would enable the CPP Portal to intimate the bidder through SMS / e-mail in case there is any corrigendum issued to the Tender document.
- 1.2.3 The bidder should make a note of the unique Tender ID assigned to each Tender, in case they want to obtain any clarification / help from the Helpdesk.

## 1.3 PREPARATION OF BIDS

- 1.3.1 Bidder should take into account any corrigendum published on the Tender document before submitting their bids.
- 1.3.2 Please go through the Tender/Tender advertisement and the Tender document carefully to understand the documents required to be submitted as part of the bid. Please note



the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.

- 1.3.3 Bidder, in advance, should get ready the bid documents to be submitted as indicated in the Quotation document / schedule and generally, they can be in PDF / XLS / RAR / DWF formats. Bid documents may be scanned with 100 dpi with black and white option.
- 1.3.4 To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidder. Bidder can use "My Space" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

#### 1.4 **SUBMISSION OF BIDS**

- 1.4.1 Bidder should log into the site well in advance for bid submission so that he/she upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 1.4.2 The bidder has to digitally sign and upload the required bid documents one by one as indicated in the Tender document.
- 1.4.3 A standard BoQ format has been provided with the Tender document to be filled by all the bidder. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. Bidder are required to download the BOQ file, open it and **complete the white colored (unprotected) cells** with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BOQ file is found to be modified by the bidder, the bid will be rejected.

OR

In some cases, Financial Bids can be submitted in RAR format as well (in lieu of BOQ).

- 1.4.4 The server time (which is displayed on the bidder' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidder, opening of bids etc. The bidder should follow this time during bid submission.
- 1.4.5 All the documents being submitted by the bidder would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128bit encryption technology. Data storage encryption of sensitive fields is done.
- 1.4.6 The uploaded Tender documents become readable only after the Tender opening by the authorized bid openers.
- 1.4.7 Upon the successful and timely submission of bids, the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 1.4.8 Kindly add scanned PDF of all relevant documents in a single PDF file of compliance sheet.



**1.5 ASSISTANCE TO BIDDER**

- 1.5.1 Any queries relating to the Tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a Tender or the relevant contact person indicated in the Tender.
- 1.5.2 Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The contact number for the helpdesk is 1800 233 7315.

**1.6 GENERAL INSTRUCTIONS TO THE BIDDER**

- 1.6.1 The Tender will be received online through portal <http://eprocure.gov.in/eprocure/app>. In the Technical Bids, the bidder is required to upload all the documents in .pdf format.
- 1.6.2 Possession of a Valid Class- III Digital Signature Certificate (DSC) in the form of smart card/e- token in the company's name is a prerequisite for registration and participating in the bid submission activities through <https://eprocure.gov.in/eprocure/app>. Digital Signature Certificates can be obtained from the authorized certifying agencies, details of which are available in the web site <https://eprocure.gov.in/eprocure/app> under the link "Information about DSC".

**1.7 COST OF BIDDING DOCUMENTS**

- 1.7.1 The vendor (bidder) shall bear all costs associated with the preparation and submission of its bid and IIITA will in no case be held responsible or liable for the costs, regardless of the conduct or outcome of the bidding process.



## 2 INVITATION FOR TENDER FOR PROCUREMENT OF Empanelment of vendors for supply of Medicine

Indian Institute of Information Technology, Allahabad invites online Bids (Technical bid and Commercial/Financial bid) from eligible and experienced Authorized Distributor/ Stockiest/Company of the for “**Empanelment of vendors for supply of Medicine**” the Terms & Conditions specified in the tender document, which is available on CPP Portal <https://eprocure.gov.in/eprocure/app> as well on IIITA website <https://www.iiita.ac.in>.

## 3 LIST OF ITEMS

The following are the List of items of the **Empanelment of vendors for supply of Medicine** to be supplied as per the tender. The Annexure III should be used to specify compliance with these requirements. In case there is no deviation of the corresponding item, ‘NO’ should be written in the Deviation column and a brief description should be given otherwise.

### 3.1 List of Items for Procurement of Empanelment of Annual rate contract of vendors for supply of Medicine<sup>§</sup>

Sl. No.	Name	Maximum discount in Percentage (%) on MRP
1.	ACILOC inj.	
2.	Tab. ALLEGRA 120mg	
3.	Tab. MILXIM DT 100mg	
4.	ALPROX 0.25mg	
5.	Inj. AMIKACIN 500mg	
6.	Tab AMLOKIND 5mg	
7.	Syp. ASCORIL	
8.	Rep. ASTHALIN	
9.	Tab. AVIL 25mg	
10.	Inj. AVIL	
11.	Tab. AZIFINE 500mg	
12.	BANDAGE 4” inch	
13.	Tab BANOCIDE FORTE	
14.	Cap BECOSULE	
15.	BETADINE 1000 ml (Solution)	
16.	BETADINE ointment-250gm	
17.	Syp. AZIFINE 100 mg	
18.	Tab BRUFEN tab 400mg	
19.	Resp BUDECORT	
20.	Inj. BUSCOPAN	
21.	CALPOL tab 500mg	
22.	CALPOL syp 125mg	
23.	CANDID MOUTH PAINT	
24.	Tab LCZ 10mg	
25.	Syp. LCZ	
26.	Tab SANTOCAL 500 mg	
27.	CIPLOX 100ml Inj	
28.	Tab CIPLOX 500mg	



29.	Eye drop- CIPLOX	
30.	Tab Ciplox TZ	
31.	CODISTAR DX/KOFGARD LS syp 60 ml	
32.	Syp. COLIMAX	
33.	COTTON ROLL 500 mg	
34.	Tab CREMALAX	
35.	CREPE BANDAGE 4 inch	
36.	DNS (500ml) I/V fluid	
37.	Inj DECADRON	
38.	Tab DERIPHYLLIN 150 mg	
39.	Inj. DERIPHYLLIN	
40.	Cap DEXORANGE (1x30)	
41.	DEXTROSE 5% 500 ml	
42.	Inj DIAZAPAN	
43.	Tab DIGENE	
44.	Syp. DIGENE	
45.	Cap Doxycycline 100 MG	
46.	DRIP set	
47.	Resp Duolin	
48.	Tab Dytor 10 mg	
49.	Ear Bud	
50.	Tab ENTEROQUINOL	
51.	Inj. Epsolin	
52.	ETHICON 1.0	cutting needle (silk)
53.	ETHICON 2.0	
54.	ETHICON 3.0	
55.	ETHICON 4.0	
56.	Tab ODICON 150 mg	
57.	Foley's Catheter 16 no.	
58.	GAUZE THAN	
59.	GLUCON-D 100 g	
60.	HANSAPLAST (water proof)	
61.	HYDROGEN PEROXIDE 100 ml	
62.	Syp. IBUGESIC PLUS/ARTIGESIC	
63.	Cap IMODIUM	
64.	Tab Isodril 5 mg	
65.	Cap KARVOL PLUS	
66.	Tab Larigo DS (1x 5 kit)	
67.	LEUKO PLAST (4")	
68.	Tab GLEVO 500 mg	
69.	Tab Live 52	
70.	Inj Xylocane	
71.	MAG-MAG	
72.	Inj MEFTAL SPAS	
73.	Tab MEFTAL SPAS	
74.	Inj METROGYL 100 ml	
75.	Tab METROGYL 400 mg	





76.	Inj Monocef 1gm	
77.	Tab TRIMOX CV 625	
78.	Syp TRIMOX CV	
79.	NS-100 ml I/v fluid	
80.	NS-500 ml I/v fluid	
81.	Neosporin ointment 5gm	
82.	Tab SANZOX (OF)	
83.	Tab NIMULID MD 100mg	
84.	Tab NORFLOX 400mg	
85.	Cap Novaclox	
86.	Syp Nutrolin- B	
87.	Tab SANFLOX 200 mg	
88.	Tab OMNACORTIL 5 mg	
89.	CANDID MOUTH GEL (ointment)	
90.	ORS (Walyte) sachet	
91.	OTRIVIN nasal drop	
92.	OTRIVIN PEDIATRIC	
93.	Pan -40mg OF	
94.	Inj Pantocid	
95.	PAPER TAPE 1 inch	
96.	R L 500 ml	
97.	RABETAC D	
98.	Tab ROXID 150 mg	
99.	Syp ROXID	
100.	SILVEREX 15gm ointment	
101.	Sinarest Syp	
102.	SINAREST tab	
103.	TAB SUMO	
104.	Spirit 60ml	
105.	Spirit 1ltr	
106.	Inj. STEMETIL	
107.	Sumag ointment	
108.	CANDIDURMA ointment 10g	
109.	Surgical Gloves 7½ no.	
110.	SYRINGE 10 ml	
111.	SYRINGE 2 ml	
112.	SYRINGE 3 ml	
113.	SYRINGE 5 ml	
114.	Syp ASCORIL FLU	
115.	Inj Taxim 1g	
116.	Inj Tetanus toxide	
117.	Tab TEXID MF	
118.	TEXID	
119.	Urobag	
120.	VENFLON-20".	
121.	VENFLON-22 "	
122.	VENFLON-24 "	



123.	Tab VERTIN 8mg AND 16 mg	
124.	Cap VIZYLAC	
125.	Dylona GEL 30 gm	
126.	VOMIKIND drop	
127.	Inj VOMIKIND	
128.	Tab VOMIKIND MD 4mg	
129.	Inj DILONA AQUA	
130.	Tab DILONA SR 100mg	
131.	Syp SANFLOX-MS	
132.	Tab SANFLOX-OZ	
133.	Tab LECOMICE M /LCZ-MONT	
134.	Tab Zentel 400 mg	
135.	Tab MILIXIM/TAXON-O 200mg	
136.	Tab Zupar/FLEXON 100mg	
137.	Inj. Paracetamol AMPUL	
138.	Xylocaine Gel (2%)	
139.	Inj. Hydro cardi sone- 100 mg	
140.	Inj. Lasix	
141.	Fixation Tape/ Flami grip	
142.	DILONA Spray	
143.	NASOCLEAR SPRAY PEDIATRIC OF	
144.	SYP MILIXIM 100 mg	

**§Documentary support must be attached.**

#### **4 GENERAL CONDITIONS OF CONTRACT**

- 4.1 Bidder must fill the Letter of Undertaking (Annexure-IV) and Declaration Performa (Annexure-V) complete in all respect.
- 4.2 Bidder must quote their rates exclusive of all taxes and duties. Taxes applicable may be quoted separately giving full details.
- 4.3 For the Bidding/ Tender Document Purposes, Indian institute of information Technology, Allahabad shall be referred to as 'Institute' and the Bidder/ Successful Bidder shall be referred to as 'Contractor and / or Bidder or Tenderer / Supplier/ Vendor'.
- 4.4 While all efforts have been made to avoid errors in the drafting of the tender documents, the Bidder is advised to check the same carefully. No claim on account of any errors detected in the tender documents shall be entertained.
- 4.5 The bidder shall submit the copy of the authorization letter/Power of Attorney as the proof of authorization for signing on behalf of the Bidder.
- 4.6 All Bidders are hereby explicitly informed that conditional offers or offers with deviations from the conditions of Contract, the bids not meeting the minimum eligibility criteria, Technical Bids not accompanied with Bid Security receipt of RTGS/NEFT of requisite amount or the proof of exemption from Bid Security and an Undertaking In lieu of Bid Security, or any other requirements stipulated in the tender documents are liable to be rejected.
- 4.7 The Bid Security shall be returned through electronic transfer if submitted online to the bidder(s) bank account as provided by the bidder(s) or it will be returned by post whose offer is not accepted by the Institute within 15 days after finalization and award of the



- contract without any interest. If the return of Bid Security is delayed for any reason, no interest/penalty shall be payable to the bidder.
- 4.8 The Parties to the Contract/Agreement shall be the successful bidder (to whom the Services or Supply has been awarded) and the Institute, IIIT-Allahabad.
  - 4.9 For all purposes of the contract including arbitration there under, the address of the bidder mentioned in the bid shall be final unless the bidder notifies any change of address by a separate letter sent by registered post with acknowledgement due to IIIT-Allahabad. The bidder shall be solely responsible for the consequences of any omission or error to notify any change of address in the aforesaid manner.
  - 4.10 **Each page in the bid document must be numbered properly and duly signed & sealed by the bidder. Submit the tender document as per Instruction for Online Bid Submission.**
  - 4.11 The date fixed for opening of bids, if subsequently declared as holiday by the Government, the revised date of schedule will be notified. However, in absence of such notification, the bids will be opened on next working date, the time remaining unaltered.
  - 4.12 In preparing the financial bids, bidders are expected to take into account the requirements and conditions laid down in this Tender document. The financial bids should be uploaded online as per the specified “.xls” format i.e. Price Bid in Excel sheet attached as ‘.xls’ with the tender and based on the scope of work, service conditions and other terms of the Tender document. It should include all costs associated with the Terms of Reference/Scope of Work of the assignment.
  - 4.13 Quoted rate should be valid as asked in “Tender Schedule”.
  - 4.14 All figures etc. must be in English Language only.
  - 4.15 The lowest rate will not be the basis of claim to get the order.
  - 4.16 The firm blacklisted by any IIT/IIIT/NIT/Government Department/PSU/PSU Banks/ Autonomous Bodies/ Statutory Bodies in India at any stage need not to apply.
  - 4.17 Director, Indian Institute of Information Technology, Allahabad reserves the right to reject or accept any tender.
  - 4.18 Director, Indian Institute of Information Technology, Allahabad will be the sole arbitrator of all the disputes and his decision will be binding on both the parties.
  - 4.19 Director, Indian Institute of Information Technology, Allahabad reserves the right to alter/modify any or all conditions of this tender notice.
  - 4.20 **Consignee:** Dr. Seema Shah, Jt. Registrar (Store & Purchase), IIITA (Ph: 0532-2922081, 2922143). Except under specific instructions, delivery to Stores Section (if applicable) is restricted between 9:30 A.M to 5.30 P.M. on all working days except Saturday & Sunday.
  - 4.21 Any conditional tender will not be accepted.
  - 4.22 **Tenderer should take into account any corrigendum published on the tender document before submitting their bids. All such corrigendum will be placed on Central Public Procurement Portal as well as IIIT-A website [www.iiita.ac.in](http://www.iiita.ac.in). Intending tenderers are advised to visit [www.iiita.ac.in](http://www.iiita.ac.in) and <https://eprocure.gov.in> for regular update, if any, till the closing date of tender for any corrigendum/addendum/amendment. IIITA will not be responsible for ignorance of corrigendum.**
  - 4.23 Rate should be quoted in BOQ in cover 2 (price offer or Financial bid).
  - 4.24 ANTI COMPETITIVE AGREEMENTS/ABUSE OF DOMINANT POSITION: The Competition Act, 2002 as amended by the Competition (Amendment) Act, 2007 (the Act), prohibits anti-competitive practices and aims at fostering competition and at protecting Indian markets



against anti- competitive practices by enterprises. The Act prohibits anti- competitive agreements, abuse of dominant position by enterprises, and regulates combinations (consisting of acquisition, acquiring of control and M&A) wherever such agreements, abuse or combination causes, or is likely to cause, appreciable adverse effect on competition in markets in India. IITTA reserves the right to approach the Competition Commission established under the Act of Parliament and file information relating to anti-competitive agreements and abuse of dominant position. If such a situation arises, then Vendors are bound by the decision of the Competitive Commission and also subject to penalty and other provisions of the Competition Act.

- 4.25 The tenderer who submits false, forged or fabricated documents or conceals facts with intention to win over the tender or procure purchase order; Bid Security of such tenderer firm shall be forfeited and firm shall be liable for blacklisting for a period of not Less than 2 years. The firm shall also be liable for Legal action depending on the facts & circumstances of the case.
- 4.26 If the supplier fails to execute the purchase order and informs IITTA about its inability to execute the order and non-compliance of the purchase order, firm shall be liable for blacklisting for a period of not less than 2 years.
- 4.27 Indian Institute of Information Technology reserves the right to amend or withdraw any of the terms and conditions contained in the Tender Document or to reject any or all tenders without giving any notice or assigning any reason or to cancel the tender. The decision of Director – IIT-Allahabad shall be final and binding on all.
- 4.28 All disputes are subject to Jurisdiction of Allahabad Courts.

## **5 PREQUALIFICATION CRITERIA FOR BIDDER**

- 5.1 **The Bidder should be Authorized Distributor/Stockiest/ Company/Firm of the offered product. Bidder has to submit a certificate attached with technical bid. Having license of wholesale 20(b)/ 21(b) as per Drugs & cosmetic Act.**
  - 5.2 **The bidder should have more than 24 months of manufacturing or Selling experience for the specified product duly supported by documentary evidence except in case of new drugs.**
  - 5.3 **Bidder should have experience of having successfully completed similar project during the last 2 financial years ending 31<sup>st</sup> march 2019 separately (i.e. 2017-18 & 2018-19) should be either of the following:**
    - 5.3.1 **One similar order having worth not less than 9.6 Lakh.**
    - OR**
    - 5.3.2 **Two similar orders each costing not less than 6 Lakh .**
    - OR**
    - 5.3.3 **Three similar orders each costing not less than 4.8 Lakh.**
- (Attested copies of all the above Project Completion certificates should be submitted along with the proposal).**
- 5.4 **Bidder should have a registered office in India. Furnish address and registration details.**
  - 5.5 **Self attested copy of valid drug license / import License from the State/Central Drug Controller for the manufacture /Import of the medicine/drug quoted. If revalidation of**



- drug license has been applied, copy of application to State/Central Drug Licensing Authority may be attached. The application for renewal was made within time frame as per Drugs and Cosmetics Act, 1940 as amended up to date and that has not been deleted by licensing authority.
- 5.6 **The bidder should have valid FSSAI license.**
  - 5.7 ***Any IIT/IIIT/NIT/ Government Hospital Department/PSU/PSU Banks/Autonomous Bodies/Statutory Bodies in India should not have blacklisted the Bidder at any stage. Self-declaration to that effect should be submitted along with the technical bid.***
  - 5.8 **The Bidder is required to quote for the complete BOQ. Partial quote is liable to be rejected.**
  - 5.9 **The firm must possess valid GST Registration Certificate.**
  - 5.10 **The bidder should have minimum Rs. 30 Lakh Average Annual Turnovers for the Last 2 financial years ending 31<sup>st</sup> march 2019 (2017-18 & 2018-19). Audited and certified copies of balance sheet, letter mentioning turnover and profit and loss statement of these three years duly certified by chartered accountant should be submitted.**
  - 5.11 **All pages of documents enclosed with the bid document should also be seal-signed and page numbered given to each and every pages.**

**Note:** Bidder must provide necessary supporting documents as proof in respect of the eligibility criteria mentioned above.

## 6 SPECIAL CONDITIONS OF CONTRACT

- 6.1 These instructions are over and above the instructions contained in the enclosed set of tender documents and **override** instructions in case of conflict.
- 6.2 **ONE BID PER BIDDER:** - Each Bidder shall submit only one Bid, either individually or as a partner in a joint venture. A Bidder who submits or participates in more than one Bid (other than as a sub –contractor) shall cause all Bids with the Bidder’s participation to be disqualified. In a tender, either the Indian agent on behalf of the Principal / OEM or Principal / OEM itself can bid but both cannot bid simultaneously for the same item / product in the same tender. If an agent submits bid on behalf of Principal / OEM, the same agent shall not submit a bid on behalf of another Principal / OEM in the same item / product. In case a bidder not doing business within India, he shall furnish the certificate to the effect that the bidder is or will be represented by an agent in India equipped and able to carry out the supply, maintenance, repair obligations etc. during the warranty and post warranty period or ensure a mechanism at place for carrying out the supply, maintenance, repair obligations etc. during the warranty and post warranty period.
- 6.3 **Pre bid Qualification:** It is proposed kindly incorporate – Any pre-bid clarifications if required, then same may be obtained online through the tender site, or through the contact details given in the tender document.
- 6.4 **Order of Acceptance:** - It is proposed kindly incorporate that the successful bidder should submit Order Acceptance within 7 days from the date of order.
- 6.5 **Rate Quoted:** The currency of all quoted rates shall be Indian Rupees. All payment shall be made in Indian Rupees. The rates are to be quoted by the bidders in Indian Rupees only and payment shall be made to successful bidders in Indian Rupees only. Any statutory applicable taxes such as applicable Tax, etc. should be mentioned separately in the Financial Bid. However, quote should be inclusive of all other levies, statutory taxes and charges such as



- Octroi, Packaging & Forwarding charges etc. and should be delivered at the premises. All prices shall be fixed and shall not be subject to escalation of any description. The rates must be quoted strictly as per the 'Financial Bid Format' provided.
- 6.6 **Self-declaration certificate that company is not blacklisted with any of the Govt. Department and other statutory bodies.**
- 6.7 **Extension in delivery:** Delivery of completion of systems/ components/ Items is delayed for reasons of force majeure such as acts of God, Acts of Public enemy, acts of Government, fires, floods, epidemics, quarantine restrictions, illegal strikes and freight embargoes, the Contractor shall within 3 days from the date of such occurrence, give notice to IIIT Allahabad in writing of his claim for extension of delivery period. IIIT Allahabad on receipt of such notice may agree to extend the supply/contract delivery date as may be reasonable but without prejudice to other terms and conditions of the contract. Unless the extended delivery period is agreed by IIIT Allahabad in writing, Tenderer cannot claim the extension of delivery time as a matter of right. IIIT Allahabad shall have the right to cancel/ extend the order validity/ levy Liquidated Damage (LD) as appropriate.
- 6.8 **Liquidated Damages:** -If the supplier shall fail to deliver the systems/ components/ Items within the time specified in the Contract, IIIT Allahabad shall recover from the Contractor as liquidated damages a sum of **0.5%** of the contract price of the undelivered systems /components/Items for each week of delay (or) part thereof. The total liquidated damages shall not exceed **10%** of the contract price of the unit or units so delayed. Systems/ components/Items will be deemed to have been delivered only when all essential components parts are also delivered. If any essential components are not delivered in time, the entire system / components/ Items will be considered as delayed until such time the missing parts are delivered.
- 6.9 The time of delivery including testing and handing over in satisfactory condition is the essence of the contract and the shipment should be affected as per the schedule. In the event of part supply, IIIT Allahabad shall withhold the entire payment until the whole of the supply as per the order is delivered. In case the delivery schedule is not stipulated as essential criteria, Contractor may indicate the period of delivery required for them.
- 6.10 **Insurance of goods:** - The requisite goods supplied under the contract shall be fully insured against loss or damage to manufacture or acquisition, transportation, storage and delivery.
- 6.11 **Shelf Life:** In case of receipt of drugs having lesser shelf life than a flat 20% amount will be deducted from the invoice value in following cases.
- a) In case of life span of drug is more than 1 year and material having less than six months shelf life is accepted by the IIIT-A.
  - b) In case of life span of drug is 1 year or less, and the material having less than four months shelf life is accepted by the IIIT-A.
- 6.12 The rates quoted and accepted will be binding on the bidder for full contract period of 1 year from the date of signing of agreement and extendable period by mutual consent with bidder, any increase in price will not be entertained till the completion of contract. Accordingly this clause will be applicable for all orders placed during the currency of contract.
- 6.13 To ensure sustained supply without any interruption, the competent Authority reserves the right to split orders for supplying the requirements among more than one bidder.
- 6.14 Quoted discount in percentage (%) shall be valid for one year from the date of selection in the empanelled list.



- 6.15 **Expiry date of medicine:** The expiry period of medicines should be more than one year from the date of supply order.
- 6.16 **Experience of Firms/ Contractors:** The firm should have minimum 02 years of experience of selling of Electronics products & services, system integration and service provider in the field of Electronics items.
- 6.17 **One or more vender shall be empanelled innately for one year from the date of selection in the empanelled list which will be extended after satisfactory report form Institute Health Centre. The empanelment will be initiated on the basis of higher discount price in percentage (%) on MRP quoted by vendors.** In case suppliers are not considered for placing order, the earnest money deposit of unsuccessful bidders shall be returned without any interest within one month from the date of LICB or after finalization of the empanelment list, whichever is later. The earnest money will be forfeited in the event of failure to comply with the contract.
- 6.18 **DETERMINATION OF THE SUCCESSFUL BIDDER:** -The Bidder meeting the minimum eligibility criteria with the highest discount percentage of bid price in the respective category of OEM, subject to arithmetical correction, shall be deemed as the successful Bidder. In the event of more than one bidder with the highest discount percentage price bids (say equal), the bidder with the highest 'cumulative annual turnover of the last 3 financial year would be deemed as 'Successful Bidder' on the basis of the documents already submitted by the bidder.
- 6.19 **Performance Security:** H1 bidder will have to submit an irrevocable performance security in the form of a demand Draft/ Bank guarantee (Annexure IX) of 10% of total contract value from Nationalized Bank within 15 days from the notification of the award of contract, and it should remain valid for a period of 60 days beyond the date of completion of contract. Bid Security will be released after receiving of Bank Guarantee/Demand Draft.
- 6.20 **Delivery Schedule:** Delivery of Medicines should be within seven days from the date of issue of purchase order/ supply order either through email.
- 6.21 **Payment:** Payment shall be made subject to recoveries, if any, by way of liquidated damages or any other charges as per terms & conditions of contract in the following manner.
- 6.21.1 100% payment of the contract price shall be paid on receipt and acceptance of goods in good condition at the consignee premises and subject to recoveries, if any, either on account of defects/ deficiencies not attended by the supplier or otherwise and upon the submission of the following documents:
- 6.21.2 No payment shall be made for rejected stores. Rejected item/equipment must be removed by the supplier within two weeks of the date of issue of rejection advice at their own cost & replace immediately. In case these are not removed these will be auctioned/disposed of at the risk and responsibility of the suppliers without notice.
- 6.21.3 The payment will be made on Invoice basis of total annual rate contract.
- 6.21.4 Applicable TDS will be recovered (deducted) from the payment(s).
- 6.21.5 At the time of submitting the bill and/or request for part payment vendor has to provide an undertaking that, **"It is certified that there has been no decrease in the price of price variation indices and, in the event of any decrease of such indices during the currency of this contract, we shall promptly notify this to the purchaser and offer the requisite reduction in the contract rate"**.



- 6.22 **Exemption:** The institute is exempted from custom in terms of notification No. 51/96-custom dated 23/07/96 and is a University established under M.H.R.D. Govt. of India. Certificate to this, if required, shall be provided by the Institute.
- 6.23 **GST Exemption:** The institute is exempted from CGST or IGST, by way of a notification amending Section 11 of CGST Act or Section 6 of IGST Act. Certificate to this, if required, shall be provided by the Institute.
- 6.24 **Transit Permit (E-way bill):** The bidder should generate E-way bill in its own accountability. Transit road permit in the prescribe proforma shall be made available as per rule by the Institute on the request of the supplier, if required.
- 6.25 **Forfeiture of bid security:** Bid security of a tenderer will be forfeited, if the tenderer withdraws or amends its tender or depreciates from the tender in any respect within the period of validity of its tender. Further, if the successful tenderer fails to furnish the required performance security within the specified period, its bid security will be forfeited.
- 6.26 **Penalty:**
- 6.26.1 Applicable penalty will / may be recovered from the payment(s).
- 6.26.2 If the supplier fails to deliver any or all of the goods within the time frame(s) incorporated in the tender, the Purchaser shall, without prejudice to other right and remedies available to the Purchaser under the tender, deduct from the quoted price, as liquidated damages, a sum equivalent to 0.5% per week of delay or part thereof on delayed supply of the quoted price.
- 6.26.3 If the complete supply or part thereof is received in damaged condition it shall not be accepted and shall be recorded on Delivery Challan. Such damaged material should be replaced by the supplier within 14 days from the date of noting on Delivery Challans or rejection advice issued by consignee or else subsequent to no replacement in 14 days the Performance security would be forfeited with a notice to the supplier. In case of damage only in the outer packing, the supply will be accepted only after levying penalty of 1% on the total value of the supply to that destination place. Further the Performance Security would be forfeited with a notice to the supplier.
- 6.26.4 In such case(s) the vendor should notify and produce / bring the relevant communication and proof to IIITA promptly of any failure to perform or delay in performing due to any of the above reasons for the penalty to be waived off.
- 6.26.5 If the supplier/vendor fails to provide satisfactory supply during his contract period or 20% or more supplied quantity faces sustained issues, then concerned Vendor/Bidder shall be liable for blacklisting for a period of not less than 2 years and performance security will be forfeited.
- 6.27 **Price Basis and applicable Tax claim:** Vendor should clearly mention the Rate of applicable GST separately, if firm will not mention the Taxes clearly on their Price Quotation, IIIT – Allahabad will assume that the quoted price is inclusive of all and no extra amount in later stage shall be paid by IIIT, Allahabad on account of Taxes. In case of tax exemption or lower TDS, vendor has to submit letter from Government Authority for tax exemption or lower TDS (to be submitted along with each of the invoice(s)).
- 6.28 Any variation in statutory levies and taxes within the contractual delivery period shall be borne by the IIITA. Beyond the delivery period, the upward variation of levies and taxes shall be borne by the vendor.





- 6.29 If it is found that items are fake or of sub-standard quality and not conforming to the required specifications, the firm will have to replace the fake/ sub-standard items with genuine ones immediately but they will also be liable to be blacklisted.
- 6.30 If the supplied material by the bidder is not found acceptable, IIIT Allahabad has the complete right to reject the same without giving any compensation.
- 6.31 **Force Majeure:** The vendor (bidder) will not be held responsible for breach of executing any obligation or delay in executing any obligations during below given circumstances / conditions.
- 6.31.1 War, Riots, Strike, Fire, Flood, Earthquake, Storm, Epidemic breakout, Power failure, Theft etc.
- 6.31.2 Any Governmental priorities (Necessary proof for validation viz. Govt. Gazette notifications, Leading Newspaper reports, etc. should be made available).
- 6.32 Rate quoted by the firm should not be higher than the MRP/ prevailing market rate.
- 6.33 **Dispute Resolution:** In the event of any dispute arising out of or in connection with this Order, the parties shall use their best endeavor to resolve the same amicably AND if the dispute could not be settled amicably, the matter shall be settled in the court under Prayagraj (Allahabad) jurisdiction only. The final payment will be released only after the vendor (bidder) complies with above-mentioned clause.
- 6.34 **Right to alter Tender:**
- 6.34.1 IIITA reserves the right to alter the Tender terms and conditions at any time before submission of the bids.
- 6.34.2 IIITA reserves the right to modify, amend, alter and/or cancel the entire RFP at any stage without assigning any reason whatsoever. IIITA's decision in this regard will be final and binding on all vendors (bidders).
- 6.35 Conditional quotations are liable to be rejected. In the event of acceptance, Director's decision will be final. The rates should be quoted as per our required specifications.
- 6.36 The rates should be quoted in Indian rupees.
- 6.37 The right to accept or reject any tender/ quotation, partially or wholly, including lowest quotation without assigning any reason whatsoever thereof or incurring any liability thereby is reserved with the Director, IIIT, Allahabad. The Director, also reserves the right to split the tender and place the orders for supply of item(s), mentioned in the enquiry letter on one or more tenderer. The decision of the Director, with regard to enforcement of these terms and conditions herein contained, as a result of breach of these conditions by successful Tenderer/s, shall be final and the Director, shall not be liable for any damage/liability put forth by the Tenderers at any stage of the transaction arising out of the enforcement of any or all herein contained terms and conditions.
- 6.38 The quantity shown in this tender is only approximate requirement and is subject to alteration at the time of placing the supply order and during the pendency of the quotation it will be binding on the part of the successful Tenderers to honour and comply with such orders placed by this Institute.
- 6.39 All the documents submitted must be legible and self-attested and stamped. Otherwise it is likely to be rejected.
- 6.40 The Bid Security shall be returned to the bidder(s) whose offer is not accepted by the Institute within 15 days after finalization and award of the contract without any interest.



Unsuccessful bidders may collect the Bid Security (within next 10 days after finalization & award of the contract) from Purchase Section, IIIT-A between 3PM and 5PM on any working day after providing a copy of authorization letter and any Photo Identity Card. After these 10 days Bid Security will be sent by registered post to the postal address provided by the firm/bidder as mentioned in the tender document. Representative may also collect the EMD on behalf of the bidder, after providing an authorization letter from the bidder along with a copy of his photo identity card. If the return of Bid Security is delayed for any reason, no interest/penalty shall be payable to the bidder.

- 6.41 **Complete Postal address of tenderer/ bidder along with Email ID and mobile number (to dispatch the Bid Security to unsuccessful bidder):**
- 6.42 Tenderers responding to this enquiry shall be deemed to be agreeable to the terms and conditions herein contained. These terms and conditions shall be binding on the part of the successful tenderer. Tender must be quoted in prescribe format on the company/firm letter head.
- 6.43 Tenderer should take into account any corrigendum published on the Tender document before submitting their bids. All such corrigendum will be placed on CPP Portal (<https://eprocure.gov.in/eprocure/app>) and IIIT-A website ([www.iiita.ac.in](http://www.iiita.ac.in)). Intending tenderers are advised to visit <https://eprocure.gov.in/eprocure/app> and [www.iiita.ac.in](http://www.iiita.ac.in) for regular update, if any, till the closing date of tender for any corrigendum/ addendum/ amendment. **IIITA will not be responsible for ignorance of corrigendum.**
- 6.44 If any defect is found in transit it will be the sole responsibility of the supplier to get it corrected and installed as desired by the user.
- 6.45 Quotation should be addressed to Jt. Registrar (Store & Purchase), Indian Institute of Information Technology, Deoghat, Jhalwa, Prayagraj-211015 (U.P.) India.

**(Purchase Section)**

I/We duly certified that the information provided in the proforma is true. I/We agree to the contents of terms & condition of the quotation/tender.

**Seal and Signature of the Proprietor/Authorized Representative**



## 7 AWARD OF CONTRACT

- 7.1 Two-part bid system shall be adopted, i.e., **Cover 1(Techno-Commercial Offer or technical bid) and Cover 2 (Price Offer or schedule of rate).**
- 7.2 In the first stage, the Techno-Commercial Offers shall be opened at the stipulated time as mentioned in tender notice. The Price Offers of only those parties who qualify in the first stage shall be opened.
- 7.3 IIT-Allahabad shall award the contract to the eligible Bidder whose bid has been determined as the highest discount percentage evaluated in Financial Bid. If more than one Bidder happens to quote the same lowest price, IITTA reserves the right to award the contract to more than one Bidder or any Bidder with the highest discount percentage of price bids (say equal), the bidder with the highest 'cumulative annual turnover of the last 3 financial year would be deemed as 'Successful Bidder' with respect to the submission of proof of documents as submitted by the bidder.
- 7.4 The highest rate of discount will not be the only basis of claim to get the order.
- 7.5 **The price bid comparison will be done based on the rates quoted against List of items.**



## 8 ANNEXURES

### 8.1 ANNEXURE – I: LETTER OF BID

(To be submitted along with Technical Bid)

Dated: ...../...../ 2020

To,  
Jt. Registrar (Store & Purchase)  
Indian Institute of Information Technology  
Deoghat, Jhalwa  
Prayagraj - 211015

**Sub: Submission of Bids against Tender Ref. No.: IIIT-A/PURCHASE/644/ 944/ 2020.**

We, the undersigned, declare that:

1. I/We have examined and accepted all the terms and conditions of the tender reference number \_\_\_\_\_ and ready to offer the required services accordingly required in tender document.
2. I/We offer to execute in conformity with the Bidding Documents for "**Empanelment of vendors for supply of Medicine**", at IIIT-Allahabad.
3. Our bid shall be valid for a period of 90 days from the date fixed for the bid submission deadline in accordance with the Bidding Documents and shall remain binding upon us and maybe accepted at any time before the expiry of the period.
4. If our bid is accepted, we commit to submit a Performance Security within 15 days from the date of issuance of the work/supply order.
5. I/We also declare that the Government of India / any other Government body/ any other organization has not declared us ineligible or blacklisted us on charges of engaging in corrupt, fraudulent, collusive or coercive practices or any failure/lapses of serious nature.
6. I/We also accept all the terms and conditions of this bidding document and undertake to abide by them, including the condition that you are not bound to accept highest ranked bid/ lowest bid or any other bid that you may receive.

Yours sincerely,

**Authorized Signatory**

(Authorized person shall attach a copy of Authorization for signing on behalf of bidding company)

**Full Name and Designation**

**(To be printed on Bidder's letterhead)**



## 8.2 ANNEXURE – II: CHECKLIST FOR BID SUBMISSION

SL. NO.	COMPLIANCE STATEMENT/QUERY	BIDDER'S CONFIRMATION, WITH CLARIFICATION/DETAILS (Mention YES/NO in each cell)	Page No. (Referred of submitted document)
1	2	3	
1.	Confirm that you have submitted your bid for "Empanelment of vendors for supply of Medicine"	(i) CONFIRMED / NOT QUOTED [Strike out whichever is not applicable]	
2.	Confirm that you have attached the documentary evidence as desired in Pre-Qualification Criteria refer to point no. 5.1	CONFIRMED	Page no. 12
3.	Confirm that a copy of evidential support as per prequalification criteria. Referred to point no. 5.2	CONFIRMED	Page no. 12
4.	Confirm that the copy of experience certificate of last two financial years ending 31 <sup>st</sup> march 2019.Refer to point no. 5.3	CONFIRMED	Page no. 12
5.	Confirm that the Authorized agency shall be a company registered in India since the last Three years. Ending on 31 <sup>st</sup> march 2019[Attach Certificate of incorporation or commencement of business/ attested copy of partnership deed]. Refer to point no. 5.4	CONFIRMED	Page no. 13
6.	Confirm that the copy of valid drug license as per prequalification criteria. Refer to point no. 5.5		Page no. 13
7.	Confirm that the copy of valid FSSAI license. Refer point no. 5.6		Page no. 13
8.	Confirm that the bidder must not have been blacklisted by any IIT/IIIT/NIT/ Government Hospital/PSU/PSU Banks/Autonomous Bodies/Statutory Bodies in India at the time of submission of bid. [Attach an undertaking to this effect] Refer to point no. 5.7	CONFIRMED	Page no. 13
9.	Confirm that the BOQ, duly filled in, indicating the percentage of applicable Taxes & Duties with prices submitted. Refer to point no. 5.8	CONFIRMED	Page no. 13
10.	Confirm that the company must have its GST Registration certificate. Refer to point no. 5.9	CONFIRMED	Page no. 13
11.	The bidder should have minimum Rs. 30 lakh annual turnover for the Last 2 financial years (2017-18 & 2018-19). Audited and certified copies of balance sheet, letter mentioning turnover and profit and loss statement of these three years duly certified by chartered accountant should be submitted. Refer to point no. 5.10.	CONFIRMED (YES/NO)	Page no. 13
12.	Submit signed and sealed copy of documents as per prequalification criteria. Refer point no. 5.11.	CONFIRMED	Page no. 13



SL. NO.	COMPLIANCE STATEMENT/QUERY	BIDDER'S CONFIRMATION, WITH CLARIFICATION/DETAILS (Mention YES/NO in each cell)	Page No. (Referred of submitted document)
13.	Confirm that quoted price of the prescribed Supply of material is on FOR / designated IIIT, ALLAHABAD office/store, including transportation charges, taxes etc. all complete as defined in complete RFQ. Refer to point no. 6.27	CONFIRMED	Page no. 17
14.	Confirm <b>there is no deviation/ clarification/ cutting/ overwriting in Price Schedule.</b>	CONFIRMED	
15.	<b>Confirm the delivery period of Delivery schedule is accepted as per Tender Documents provision. Refer to point no. 6.20</b>	CONFIRMED	Page no. 15
16.	Copy of PAN, Income Tax Return certificate submitted.	CONFIRMED (YES/NO)	
17.	HSN CODE(If Applicable)	CONFIRMED	
18.	Confirm that the duly filled and scanned copy of all ANNEXURES FROM I TO X submitted.	CONFIRMED	Page no. 20 to 34
19.	Confirm that the <b>quoted price is firm and fixed</b> for entire contract period till completion of work unless there is separate provision in the RFQ document.	CONFIRMED	
20.	Confirm that Bidder's Bid is based on <b>total compliance to the provisions of Tender document</b> and subsequent amendment and corrigendum, if any, <b>without any deviations and the quoted price is based on all the terms and conditions and specifications of Tender document.</b>	CONFIRMED	
21.	<b>Confirm that the Price Reduction Schedule (PRS) as per Tender provision is acceptable and certify that there has been no decrease in the price of price variation indices and, in the event of any decrease of such indices during the currency of this contract, we shall promptly notify this to the purchaser and offer the requisite reduction in the contract rate.</b>	CONFIRMED	
22.	Contract Awarded Agency shall deposit 10% of total contract value from Nationalized Bank within 15 days from the notification of the award of contract, and it should remain valid for a period of 60 days beyond the date of completion of all contractual obligation of the supplier, including warranty obligation. Refer to point no.6.18	CONFIRMED	
23.	Confirm that the bidder accept all the terms and condition, methodology, GCC, SCC and all Annexure of entire tender documents.	CONFIRMED	
24.	<b>Functional Guarantee:</b> If the Product is found not genuine or authentic due to reasons entirely attributable to the bidder, the IIIT, ALLAHABAD	CONFIRMED	



SL. NO.	COMPLIANCE STATEMENT/QUERY	BIDDER'S CONFIRMATION, WITH CLARIFICATION/DETAILS (Mention YES/NO in each cell)	Page No. of submitted document)
	may consider termination of the Contract and forfeiture of <b>Performance Security</b> in Compensation for the extra Costs and delays likely to result from this failure.		
25.	Confirm that <b>proof of remittance with transaction number/ exemption certificate</b> is attached.	CONFIRMED	Page no. 31



### 8.3 ANNEXURE – III: TECHNICAL COMPLIANCE SHEET

#### 8.3.1 Technical Compliance for Empanelment of Annual rate contract of vendors for supply of

##### Medicine

Sl. No.	Name	Maximum discount in Percentage (%) on MRP (Rate should be quoted on BOQ file)	To be confirmed by the Bidder (Complied (Yes/no))
1.	ACILOC inj.		
2.	Tab. ALLEGRA 120mg		
3.	Tab. MILIXIM DT 100mg		
4.	ALPROX 0.25mg		
5.	Inj. AMIKACIN 500mg		
6.	Tab AMLOKIND 5mg		
7.	Syp. ASCORIL		
8.	Rep. ASTHALIN		
9.	Tab. AVIL 25mg		
10.	Inj. AVIL		
11.	Tab. AZIFINE 500mg		
12.	BANDAGE 4" inch		
13.	Tab BANOCIDE FORTE		
14.	Cap BECOSULE		
15.	BETADINE 1000 ml (Solution)		
16.	BETADINE ointment-250gm		
17.	Syp. AZIFINE 100 mg		
18.	Tab BRUFEN tab 400mg		
19.	Resp BUDECORT		
20.	Inj. BUSCOPAN		
21.	CALPOL tab 500mg		
22.	CALPOL syp 125mg		
23.	CANDID MOUTH PAINT		
24.	Tab LCZ 10mg		
25.	Syp. LCZ		
26.	Tab SANTOCAL 500 mg		
27.	CIPLOX 100ml Inj		
28.	Tab CIPLOX 500mg		
29.	Eye drop- CIPLOX		
30.	Tab Ciplox TZ		
31.	CODISTAR DX/KOFGARD LS syp 60 ml		
32.	Syp. COLIMAX		
33.	COTTON ROLL 500 mg		
34.	Tab CREMALAX		
35.	CREPE BANDAGE 4 inch		
36.	DNS (500ml) I/V fluid		
37.	Inj DECADRON		
38.	Tab DERIPHYLLIN 150 mg		
39.	Inj. DERIPHYLLIN		
40.	Cap DEXORANGE (1x30)		





41.	DEXTROSE 5% 500 ml		
42.	Inj DIAZAPAN		
43.	Tab DIGENE		
44.	Syp. DIGENE		
45.	Cap Doxycycline 100 MG		
46.	DRIP set		
47.	Resp Duolin		
48.	Tab Dytor 10 mg		
49.	Ear Bud		
50.	Tab ENTEROQUINOL		
51.	Inj. Epsolin		
52.	ETHICON 1.0	cutting needle (silk)	
53.	ETHICON 2.0		
54.	ETHICON 3.0		
55.	ETHICON 4.0		
56.	Tab ODICON 150 mg		
57.	Foley's Catheter 16 no.		
58.	GAUZE THAN		
59.	GLUCON-D 100 g		
60.	HANSAPLAST (water proof)		
61.	HYDROGEN PEROXIDE 100 ml		
62.	Syp. IBUGESIC PLUS/ARTIGESIC		
63.	Cap IMODIUM		
64.	Tab Isodril 5 mg		
65.	Cap KARVOL PLUS		
66.	Tab Larigo DS (1x 5 kit)		
67.	LEUKO PLAST (4")		
68.	Tab GLEVO 500 mg		
69.	Tab Live 52		
70.	Inj Xylocane		
71.	MAG-MAG		
72.	Inj MEFTAL SPAS		
73.	Tab MEFTAL SPAS		
74.	Inj METROGYL 100 ml		
75.	Tab METROGYL 400 mg		
76.	Inj Monocef 1gm		
77.	Tab TRIMOX CV 625		
78.	Syp TRIMOX CV		
79.	NS-100 ml I/v fluid		
80.	NS-500 ml I/v fluid		
81.	Neosporin ointment 5gm		
82.	Tab SANZOX (OF)		
83.	Tab NIMULID MD 100mg		
84.	Tab NORFLOX 400mg		
85.	Cap Novaclox		
86.	Syp Nutrolin- B		
87.	Tab SANFLOX 200 mg		



88.	Tab OMNACORTIL 5 mg		
89.	CANDID MOUTH GEL (ointment)		
90.	ORS (Walyte) sachet		
91.	OTRIVIN nasal drop		
92.	OTRIVIN PEDIATRIC		
93.	Pan -40mg		
94.	Inj Pantocid		
95.	PAPER TAPE 1 inch		
96.	R L 500 ml		
97.	RABETAC D		
98.	Tab ROXID 150 mg		
99.	Syp ROXID		
100.	SILVEREX 15gm ointment		
101.	Sinarest Syp		
102.	SINAREST tab		
103.	TAB SUMO		
104.	Spirit 60ml		
105.	Spirit 1ltr		
106.	Inj. STEMETIL		
107.	Sumag ointment		
108.	CANDIDURMA ointment 10g		
109.	Surgical Gloves 7½ no.		
110.	SYRINGE 10 ml		
111.	SYRINGE 2 ml		
112.	SYRINGE 3 ml		
113.	SYRINGE 5 ml		
114.	Syp ASCORIL FLU		
115.	Inj Taxim 1g		
116.	Inj Tetanus toxide		
117.	Tab TEXID MF		
118.	TEXID		
119.	Urobag		
120.	VENFLON-20".		
121.	VENFLON-22 "		
122.	VENFLON-24 "		
123.	Tab VERTIN 8mg AND 16 mg		
124.	Cap VIZYLAC		
125.	Dylona GEL 30 gm		
126.	VOMIKIND drop		
127.	Inj VOMIKIND		
128.	Tab VOMIKIND MD 4mg		
129.	Inj DILONA AQUA		
130.	Tab DILONA SR 100mg		
131.	Syp SANFLOX-MS		
132.	Tab SANFLOX-OZ		
133.	Tab LECOMICE M /LCZ-MONT		
134.	Tab Zentel 400 mg		



135.	Tab MILIXIM/TAXON-O 200mg		
136.	Tab Zupar/FLEXON 100mg		
137.	Inj. Paracetamol Ampul		
138.	Xylocaine Gel (2%)		
139.	Inj. Hydro cardi sone-100mg		
140.	Inj. Lasix		
141.	Fixation Tape/ Flami grip		
142.	DILONA Spray		
143.	NASOCLEAR SPRAY-PEDIATRIC OF		
144.	SYP MILIXIM 100 mg		

**§Documentary support must be attached.**

Yours faithfully,

(Signature of Authorised Signatory)

**Name:**

**Designation:**

**Company seal:**

**Place:**

**Date:**



#### 8.4 ANNEXURE – IV: UNDERTAKING

To,  
Jt. Registrar (Store & Purchase)  
Indian Institute of Information Technology  
Deoghat, Jhalwa  
Prayagraj - 211015

#### UNDERTAKING

I/We \_\_\_\_\_, of M/s. \_\_\_\_\_ having registered office at \_\_\_\_\_, do hereby undertake that my company, M/s. \_\_\_\_\_, will not withdraw or modify its bids submitted for Tender No. \_\_\_\_\_ dated \_\_\_\_\_ for the "**Empanelment of vendors for supply of Medicine**" at IIIT-Allahabad during the period of validity of the bids.

I/We further undertake to have understood that if my company M/s. \_\_\_\_\_ withdraws or modifies its bids or if it fails to sign the contract or fails to submit a performance security within the stipulated deadline if the work is awarded to it, M/s. \_\_\_\_\_ will be suspended for a specified time period at least for two years from being eligible to submit bids for contracts with the Indian Institute of Information Technology, Allahabad.

I/We further certify that in the event of any decrease in the price/ price variation indices during the currency of this contract, we shall be promptly notify this to the purchaser and offer the requisite reduction in the contract rate.

Yours faithfully,

(Signature of Authorized Signatory)

**Name:**

**Designation:**

**Company seal:**

**Place:**

**Date:**



**8.5 ANNEXURE – V: DECLARATION**

**DECLARATION**

**(Regarding ownership and/or employment of IIIT-A Employees)**

(To be filled in by the Tenderer, signed and submitted along with tender papers.)

**Ref. No.: IIIT-A/PURCHASE/644/ 944/ 2020**

**Date: / /**

I/We hereby declare that I/we or Partners or Directors of our concern do not have any such person under my/or employment who has retired/ resigned/ removed/ dismissed from IIIT-A during the last two years.

I/We hereby declare that I/We or partners or Directors of our concern have the following under my/our employment who has/have retired/resigned/removed/dismissed from IIIT-A during the last two years.

I/We hereby declare that I/We or partners of directors are not related to any employees of IIIT-A

SI no	Name of person	Date of leaving IIIT-A	Reason for leaving IIIT-A

**OR**

I/We hereby declare that the following persons employed in IIIT-A and any other IIIT-A Project/Station are related to me/us for partners or directors of our concern as per details indicated.

SI no	Name of person	Designation and Name of project or Office of IIIT-A	Relationship

**Note:** The near relative shall include wife, husband, parents and grandparents, children and grand-children, brothers, sisters, uncles, aunts and cousins and their corresponding in-laws.

**(Signature of Tenderer)**

(Name)

**Witness Signature**

**Name:**

**Place:**

**Date:**

**Note:**

1. Please tick whatever is applicable and delete/cut whatever is not applicable
2. Please attach extra sheet if necessary.



**8.6 ANNEXURE – VI: BIDDER DETAILS**

SI	Name of the Company/ Bidder	To be filled by bidder (Documentary proof must be attached as applicable)
1	<b>Registered office Name</b>	
	Full address of the Registered office	
	Details of contact person(s)	
	Name	
	Designation	
	Telephone number(s)	
	Email	
2	<b>Name of Bidder</b>	
	Full Address of Office in Allahabad	
	Name of Contact person(s)	
	Designation	
	Telephone number(s)	
	Email	
3	List the major clients with whom your organization has been associated and submit documentary proof	a.
		b.
		c.
		d.

**(Signature of Tenderer)**

(Name)

(Seal)

**Place:**

**Date:**



**8.7 ANNEXURE – VII: MANDATE FORM FOR ELECTRONIC FUND TRANSFER/RTGS  
TRANSFER & DETAILS OF BID SECURITY TRANSACTION**

**Ref. No.:** IIIT-A/PURCHASE/644/ 944/ 2020

**Date:** / /

To,  
Registrar (Acting)  
Indian Institute of Information Technology Allahabad  
Deoghat, Jhalwa  
Prayagraj - 211015

**Sub: Authorization for release of payment/dues from Indian Institute of Information Technology, Allahabad through Electronic Fund Transfer/ RTGS Transfer.**

1. Name of the Party/Firm/Company/Institute: \_\_\_\_\_
2. Address of the Party: \_\_\_\_\_  
City: \_\_\_\_\_  
Email ID: \_\_\_\_\_ Mob: \_\_\_\_\_  
Permanent Account Number: \_\_\_\_\_
3. Particulars of Bank:  
Bank Name: \_\_\_\_\_ Branch Place: \_\_\_\_\_  
Branch Name: \_\_\_\_\_ Branch City: \_\_\_\_\_  
PIN Code: \_\_\_\_\_ Branch Code: \_\_\_\_\_  
IFSC Code (11 Digit Alpha-Numeric Code): \_\_\_\_\_  
Account Type: Savings/ Current/ Cash Credit: \_\_\_\_\_  
Account Number: \_\_\_\_\_

**DECLARATION**

I hereby declare that the particulars given above are correct and complete. If any transaction delayed and not effected for reasons of incomplete or incorrect information, I shall not hold Indian Institute of Information Technology responsible. I also undertake to advise any change in the particulars of my account to facilitate updating of records for purpose of credit of amount through NEFT/RTGS Transfer.

Place: \_\_\_\_\_

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

**Signature & Seal of the Authorized Signatory of the Party**

**Details of BID SECURITY are as follows (if submitted, attach a photocopy)\*:**

Bid security amount (in Rs.)	Bank Name	Issue Date	Valid till date	If transferred online (mention NEFT/RTGS)	Online Transaction No. OR DD/ FDR/ BG No.	Online Transaction date OR DD/ FDR/ BG Date	If MSE's(mention Yes)#

**\*Attach a photocopy of proof regarding submission of bid security amount/ MSE Registration Certificate**



**8.8 ANNEXURE – VIII: ORIGINAL EQUIPMENT MANUFACTURER (OEM)**  
**MANUFACTURER'S AUTHORIZATION FORM (MAF)**

To,

The Director,  
Indian Institute of Information Technology Allahabad  
Deoghat, Jhalwa  
Prayagraj - 211015

Dear Sir,

Reg: IIT's Ref No. \_\_\_\_\_ Dated: \_\_\_\_\_

I/We manufacturers of original equipment at (address of factory) do hereby authorize M/s. (Name and address of Agent) to offer their quotation and conclude the contract with you against the above invitation for the Bid, as **one of our Authorized Dealers/only Dealer authorized to Bid. No company or firm or individual other than M/s. \_\_\_\_\_**

**\_\_\_\_\_ is authorized to bid, and conclude the contract in regard to this business.**

***(Mention either Red or Blue Part)***

I/We have carefully read and understood all the terms and conditions of the tender and undertake to abide by them.

I/We hereby extend our full guarantee and comprehensive warranty as per terms and conditions of the NIT for our products offered against this invitation for Bid by the above firm.

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 2020.

Authorised Signatory,

(Name)

(Designation)

(Name & Address of the company)

---

Note: This letter of authority should be on the letterhead of the manufacturer and should be signed by a person competent and having the power of attorney to bind the manufacturer. It should be included by the Bidder in its techno-commercial unpricedbid.





**8.9 ANNEXURE – IX: PERFORMANCE BANK GUARANTEE**

To,

Registrar (Acting)  
Indian Institute of Information Technology-Allahabad  
Deoghat, Jhalwa  
Prayagraj - 211015  
(Uttar Pradesh)

WHEREAS.....

(Name and address of the Contractor/Vendor) (Hereinafter called "the supplier") has undertaken, in pursuance of contract no. ....

9

Dated ..... to perform the work) (herein after 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 I/we have agreed to give the supplier such a bank guarantee:

NOW THEREFORE I/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.

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

I/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 office.....

Seal, name & address of the Bank and address of the Branch (Bank's common seal)



**8.10 ANNEXURE – X: INTEGRITY PACT**

**(INTEGRITY PACT)**

<b>INTEGRITY PACT</b>	<b>IIITA</b>
-----------------------	--------------

To,

.....

.....

.....

**Sub: Ref. No.- \_\_\_\_\_ for purchase of \_\_\_\_\_**

Dear Sir,

It is hereby declared that IIITA is committed to follow the principle of transparency, equity and competitiveness in public procurement.

The subject **Notice Inviting Tender** is an invitation to offer made on the condition that the Bidder will sign the integrity Agreement, which is an integral part of tender/ bid documents, failing which the tenderer/ bidder will stand disqualified from the tendering process and the bid of the bidder would be summarily rejected.

This declaration shall form part and parcel of the Integrity Agreement and signing of the same shall be deemed as acceptance and signing of the Integrity Agreement on behalf of the IIITA.

Yours faithfully,

Joint Registrar ,(Store & Purchase)

IIIT-A



(to be printed on Supplier's letterhead)

To,

Joint Registrar, (Store & Purchase)

IIIT, Allahabad

**Sub:** Submission of Tender for the work of \_\_\_\_\_.

Dear Sir,

I / We acknowledge that IIITA is committed to follow the principles thereof as enumerated in the Integrity Agreement enclosed with the tender / bid document.

I / We agree that the Notice Inviting Tender (IIIT) is an invitation to offer made on the condition that I / We will sign the enclosed Integrity Agreement, which is an integral part of tender documents, failing which I / We will stand disqualified from the tendering process. I / We acknowledge that THE MAKING OF THE BID SHALL BE REGARDED AS AN UNCONDITIONAL AND ABSOLUTE ACCEPTANCE of this condition of the IIITA.

I / We confirm acceptance and compliance with the Integrity Agreement in letter and spirit and further agree that execution of the said Integrity Agreement shall be separate and distinct from the main contract, which will come into existence when tender / bid is finally accepted. I / We acknowledge and accept the duration of the Integrity Agreement, which shall be in the line with the **Commitments of the BUYER** of the enclosed Integrity Agreement.

I / We acknowledge that in the event of my / our failure to sign and accept the Integrity Agreement, while submitting the tender / bid, IIITA shall have unqualified, absolute and unfettered right to disqualify the tenderer / bidder and reject the tender / bid in accordance with terms and conditions of the tender / bid.

Yours faithfully,

**(Duly authorized signatory of the Tenderer / Bidder)**



(To be printed on Supplier's letterhead)

## INTEGRITY PACT

### **General**

This pre-bid pre-contract Agreement hereinafter called the Integrity Pact is made on ..... day of the month of ..... , between, on one hand, the **Indian Institute of Information Technology, Allahabad** acting through Joint Registrar, (Store & Purchase), of Indian Institute of Information Technology, Allahabad hereinafter called the “BUYER” of the First Part and M/s..... represented by Shri ....., Director /Chief Executive Officer/ General Manager / Proprietor hereinafter called the “BIDDER/Seller” of the Second Part.

WHEREAS the BUYER proposes to procure

.....  
(Name of the Stores/Equipment/Item) and the BIDDER/Seller is willing to offer/has offered the stores and WHEREAS the BIDDER is a private company/public company/Government undertaking/ partnership/ registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is a Autonomous Body/Department of the Government of India performing its functions on behalf of the President of India.

NOW, THEREFORE,

to avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to :-

Enabling the BUYER to obtain the desired said stores / equipment at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

### **Commitments of the BUYER**

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

1.2 The BUYER will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular



BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.

- 1.3 All the officials of the Buyer will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
2. In case any such preceding misconduct on the part of such official (s) is reported by the BIDDER to the BUYER, with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

**Commitments of BIDDERS :**

3. The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:
  - 3.1 The BIDDER will not offer, directly or through intermediaries, any bribe, consideration, gift, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the Contract.
  - 3.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the Contract or any other Contract with the Government for showing or forbearing to show favour or disfavor to any person in relation to the Contract or any other Contract with the Government.
  - 3.3 BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.
  - 3.4 BIDDERS shall disclose the payments to be made by them to agents / brokers or any other intermediary, in connection with this bid/contract.
  - 3.5 The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer/ integrator/ authorized government sponsored export entity of the defense stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER, or any of its functionaries, whether officially or unofficially to the award of the contract to the



BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

- 3.6 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 3.7 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 3.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.9 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.10 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.11 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.12 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender. The term relative for this purpose would be as defined in Section 6 of the Companies Act 1956.
- 3.13 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

#### **4. Previous Transgression**

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

#### **5. Earnest Money Deposit**



- 5.1 While submitting bid, the BIDDER shall deposit an amount mentioned in tender document as Earnest Money, with the IIIT Allahabad through the following instruments:
- (i) A confirmed Bank Guarantee by an Indian Nationalized Bank, promising payment of the guaranteed sum to the BUYER on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the IIIT Allahabad shall be treated as conclusive proof of payment.
- 5.2 The Earnest Money shall be valid up to a period of 180 days or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the BUYER, including warranty period, whichever is later.
- 5.3 In case of successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 5.4 No interest shall be payable by the BUYER to the BIDDER on Earnest Money for the period of its currency.
- 5.5 In case of successful BIDDER, EMD will be returned within 15 days from the date of submission of Performance Guarantee Bond.

#### **6. SECURITY DEPOSIT /PERFORMANCE GUARANTEE :**

- 6.1 Performance Guarantee Bond is mandatory.
- 6.2 Successful tenderer/ bidder should submit performance guarantee as prescribed above to be received in the office of Joint Registrar, (Store & Purchase), IIITA on or before 15 days from the date of issue of order acknowledgement. The performance guarantee bond to be furnished in the form of Bank Guarantee as per proforma or annexure of the tender documents, for an amount as mentioned in the tender document.
- 6.3 The Performance Guarantee Should be established in favour of "IIIT Allahabad" payable at Allahabad.
- 6.4 Performance Guarantee Bond shall be for the due and faithfully performance of the contract and shall remain binding, notwithstanding such variations, alterations for extensions of time as may be made, given, conceded or agreed to between the successful tenderer and the purchaser under the terms and conditions of acceptance to tender.
- 6.5 The successful tenderer is entirely responsible for due performance of the contract in all respects according to the speed, intent and meaning of the terms and conditions and specification and all other documents referred to in the acceptance of tender.
- 6.6 The performance guarantee bond shall be kept valid during the period of contract and shall continue to be enforceable initially for a period of fifteen months from the date of commence of contract.

#### **7. Sanctions for Violations**

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



- (i) To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
- (ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.
- (iii) To immediately cancel the contract, if already signed without giving any compensation to the BIDDER.
- (iv) To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
- (v) To encase the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.
- (vi) To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
- (vii) To debar the BIDDER from participating in future bidding processes of the Government of India for a minimum period of two years, which may be further extended at the discretion of the BUYER.
- (viii) To recover all sums paid in violation of this pact by the BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
- (ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.
- (x) Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

7.2 The BUYER will be entitled to take all or any of the actions mentioned at Para 7.1(i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act 1988 or any other statute enacted for prevention of corruption.





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

## **8. Fall Clause**

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

## **9. Independent monitors**

9.1 The BUYER has appointed Independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission (Chief Vigilance Officer, Indian Institute of Information Technology, Allahabad).

9.2 The task of the Monitor shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

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

9.4 Both the parties accept that the Monitor have the right to access all the documents relating to the project/procurement, including minutes of the meetings.

9.5 As soon as the Monitor notices, or believes to notice, a violation of this Pact, he will so inform the Authority designated by the BUYER.

9.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.

9.7 The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.

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

## **10. Facilitation of Investigation**



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

**11. Law and Place of Jurisdiction**

This Pact is subject to Indian Law. The place of performance and Jurisdiction is the Seat of the BUYER.

**12. Other Legal Actions**

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

**13. Validity**

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

13.2 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.

14. The Parties hereby sign this Integrity Pact at \_\_\_\_\_ on \_\_\_\_\_.

**BUYER**

**BIDDER**

Joint Registrar, (Store & Purchase)  
, IIIT Allahabad

Signature with seal

Witness

Witness

1. \_\_\_\_\_

1. \_\_\_\_\_

(Indenter)

2. \_\_\_\_\_

2. \_\_\_\_\_