



Ref. No.: IIIT-A/SP/682/1054 /2020

Date: Dec 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 **"SITC of Phyllotaxy Pattern Solar Tree"** at Indian Institute of Information Technology, Allahabad (IIITA). The detailed specifications, terms and conditions are given in Annexure I through IX. The complete Bid document may be downloaded from CPPP and IIITA website. Physical bids will not be accepted.

### TENDER SCHEDULE

<b>Date of issue/publishing</b>	: 11/12/2020
<b>Document download/sale start date</b>	: 11/12/2020
<b>Document download/sale end date</b>	: 31/12/2020 (12.00 noon)
<b>Last date and time for uploading bids</b>	: 31/12/2020 (12.00 noon)
<b>Last date and time for receipt of queries</b>	: 22/12/2020 (10.00 am)
<b>Date of issuing corrigendum, if any</b>	: 24/12/2020 (10.00 am)
<b>Date and time of Technical Bid opening</b>	: 01/01/2021 (04.00 pm)
<b>Date and time of Price Bid opening</b>	: <b>Will be informed later</b>
<b>Bid Security (Earnest Money)</b>	: <ul style="list-style-type: none"><li>• Bid Security fee is <b>Rs.20,000/- (Twenty thousand only)</b> (see Bid Security details given below).</li><li>• <b>Any bid without Bid Security will not be considered unless it qualifies for exemption (see Details of Bid Security given below).</b></li></ul>
<b>Performance Security</b>	: 10% of Purchase Order amount
<b>Warranty</b>	: See Technical Specifications
<b>Number of covers</b>	: 2
<b>Bid validity period</b>	: 90 days from the date of opening of Technical Bid
<b>Address for communication</b>	: Store & Purchase Section IIIT Allahabad, Deoghat Jhalwa, Prayagraj – 211015
<b>Contact number</b>	: Tel: 0532-2922051
<b>Email address</b>	: Bidder may submit their <b>Queries/Clarification</b> , if any, latest by <b>22/12/2020 (10.00 am)</b> through cpp portal. <b>Queries/Clarification sent to any other Email ID will not be entertained.</b>

**Note:** If any of the above days happens to be a IIITA 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 IIITA 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 No. : 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, Prayagraj 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, Prayagraj shall be final and binding.

**(Store & Purchase Section)**



## Contents

1	INSTRUCTIONS FOR ONLINE BID SUBMISSION.....	4
1.1	REGISTRATION .....	4
1.2	SEARCHING FOR QUOTATION /TENDER DOCUMENTS .....	4
1.3	PREPARATION OF BIDS.....	4
1.4	SUBMISSION OF BIDS .....	5
1.7	COST OF BIDDING DOCUMENTS .....	6
2	INVITATION FOR TENDER OFFERS TO SITC OF PHYLLOTAXY PATTERN SOLAR TREE .....	7
3	TECHNICAL SPECIFICATIONS.....	7
4	GENERAL CONDITIONS OF CONTRACT .....	7
5	PREQUALIFICATION CRITERIA FOR BIDDER .....	11
6	SPECIAL CONDITIONS OF CONTRACT .....	11
7	AWARD OF CONTRACT .....	18
8	ANNEXURES .....	19
8.1	ANNEXURE – I: LETTER OF BID.....	19
8.2	ANNEXURE – II: CHECKLIST FOR BID SUBMISSION .....	20
8.3	ANNEXURE – III: TECHNICAL COMPLIANCE SHEET .....	23
8.3.1	Technical Compliance for SITC of PHYLLOTAXY PATTERN Solar Tree .....	23
8.4	ANNEXURE – IV: UNDERTAKING .....	24
8.5	ANNEXURE – V: DECLARATION .....	25
8.6	ANNEXURE – VI: BIDDER DETAILS.....	26
8.7	ANNEXURE –VII: MANDATE FORM FOR ELECTRONIC FUND TRANSFER/RTGS TRANSFER & DETAILS OF BID SECURITY TRANSACTION .....	27
	*Attach a photocopy of proof regarding submission of bid security amount/ MSE Registration Certificate .....	27



## 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 / Capricorn 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 bidders have selected the tender they are interested in, they may download the required documents schedules. These tenders 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 duly signed 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.

### **1.8 CLARIFICATION ON TECHNICAL BID EVALUATION**

1. The technical bids shall be evaluated based on the available documents submitted by the bidder. To assist in the examination, evaluation, and comparison of the bids, and qualification of the bidders, the client may, at its discretion, ask any bidder for a clarification of its bid. Any clarification submitted by a bidder that is not in response to a request by the IIIT-Allahabad shall not be considered. The Institute request for clarification and the response shall be in writing.
2. If a bidder does not provide clarifications of its bid by the date and time set in the Institute's request for clarification, its bid may be rejected.
3. Institute also reserves the right to seek confirmation/clarification from the issuer agency, on the supporting documents submitted by the bidder.



## 2 INVITATION FOR TENDER OFFERS TO SITC OF PHYLLOTAXY PATTERN SOLAR TREE

Indian Institute of Information Technology, Allahabad, Prayagraj invites online Bids (Technical bid and Commercial/Price bid) from eligible and experienced in work for **SITC OF PHYLLOTAXY PATTERN SOLAR TREE**.

## 3 TECHNICAL SPECIFICATIONS

The following are the technical specifications of the miscellaneous products of tender Specification related of SITC to be completed 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.

### 3.1.1 TECHNICAL SPECIFICATION FOR SITC OF PHYLLOTAXY PATTERN SOLAR TREE

SOLAR TREE POWER GENERATION ON GRID SYSTEM		
SL NO	DESCRIPTION	QUANTITY
<b>2/5 PHYLLOTAXY PATTERN BASED 1 SOLAR TREE</b>		
1	Solar PV Poly Crystalline panel	5
2	2/5 Structure of Solar Tree with branch along with civil work for installation	1
<b>3/8 PHYLLOTAXY PATTERN BASED 1 SOLAR TREE</b>		
3	Solar PV Poly Crystalline panel	8
4	3/8 Structure of Solar Tree with branch along with civil work for installation	1
<b>5/13 PHYLLOTAXY PATTERN BASED 1 SOLAR TREE</b>		
5	Solar PV Poly Crystalline panel	39
6	5/13 Structure of Solar Tree with branch along with civil work for installation	3
7	On Grid Solar Inverter	1
8	ACDB-DCDB	2
9	Installation with wires and all accessories	1
10	Chemical Earthing with Light Arrestor	3
11	Manual Rotation System for 5/13 one system	1
12	Automated Rotation System for 5/13	1
13	Sun tracking solar trees and Automated rotation system as well as manual rotation system for analysis of efficiency of automated system.AMC for Three years after completion of warranty period.	1 years warranty + 3 years AMC

## 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 "The Contract" means the agreement entered into between the Owner and the Bidder, as recorded in the contract form signed by the parties, including all the attachments and appendices there to and all documents incorporated by reference therein.



- 4.4 "The Contract Value" means the amount payable to the Bidder under the contract for the full and proper performance of its contractual obligations.
- 4.5 "The Work" means all labour, materials, tools and plant, equipment including government taxes and transport, that may be required in preparation of and for and in the full and entire execution and completion of "the Work".
- 4.6 "Services" means services ancillary to the execution of the work such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training and other obligations of the Bidder covered under the contract.
- 4.7 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'.
- 4.8 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.
- 4.9 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.
- 4.10 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.
- 4.11 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.
- 4.12 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.
- 4.13 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.
- 4.14 **MAKE IN INDIA** : Bidder quoting lowest total price among the technically successful bidders will qualify for the award of contract, Subject to the following Order of Government of India in respect of Preference to Make in India:  
Preference to Make in India Pursuant to Government of India, Ministry of Commerce and Industry, Department of Industrial Policy and Promotion Order No. P-45021/2/2017-B.E.-II Dated 15th June, 2017 with subject Public Procurement (Preference to Make in India), Order 2017 –
- (a) (i) Among all qualified bids, the lowest bid will be termed as L1. If L1 is from a local supplier, the contract will be awarded to L1.  
(ii) If L1 is not from a local supplier, the lowest bidder among the local suppliers will be invited to match the L1 Price subject to local supplier's quoted price falling within





margin of purchase preference, and the contract shall be awarded to such local supplier subject to matching the L1 price.

- (iii) In case such lowest eligible local supplier fails to match the L1 price, the local supplier with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the local suppliers within the margin of purchase preference matches the L1 price, then the contract will be awarded to the L1 bidder. (Para 3c of the above order dated 15th June 2017)
- (b) The minimum local content shall ordinarily be 50%. (Para 5 of the above order dated 15th June 2017)
- (c) The margin of Purchase Preference shall be 20%. (Para 6 of the above order dated 15th June 2017)
- (d) In case of procurement for a value in excess of Rs. 10 Crores, the local supplier shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant and practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content. (Para 9b of the above order dated 15th June 2017)
- (e) False declarations will be in breach of code of integrity under Rule 175(1)(i)(h) of the General Financial Rules 2017 for which the bidder or its successors can be debarred for upto two years as per Rule 151 (iii) of the General Financial Rules 2017 along with such further actions as may be permissible under law. (Para 9f of the above order dated 15th June 2017)
- (f) No provision whatsoever in this document shall prevent the purchaser from implementing the Government of India, Ministry of Commerce and Industry, Department of Industrial Policy and Promotion Order No. P45021/2/2017-B.E.-II Dated 15th June, 2017 with subject Public Procurement (Preference to Make in India), Order 2017

**4.15** 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.

**4.16** 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.

**4.17** Quoted rate should be valid as asked in "Tender Schedule".

**4.18** All figures etc. must be in English Language only.

**4.19** The lowest rate will not be the basis of claim to get the order.

**4.20** Director, Indian Institute of Information Technology, Allahabad, Prayagraj reserves the right to reject or accept any tender.



- 4.21** Director, Indian Institute of Information Technology, Allahabad, Prayagraj will be the sole arbitrator of all the disputes and his decision will be binding on both the parties.
- 4.22** Director, Indian Institute of Information Technology, Allahabad, Prayagraj reserves the right to alter/modify any or all conditions of this tender notice.
- 4.23 Consignee:** Dr. Seema Shah, Jt. Registrar (Stores & Purchase), IIITA (Ph: 0532-2922081, 2922143). Except under specific instructions, delivery to Stores & Purchase Section (if applicable) is restricted between 9:30 A.M to 5.30 P.M. on all working days except Saturday & Sunday.
- 4.24 Any conditional tender will not be accepted.**
- 4.25 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.**
- 4.26** Rate should be quoted in BOQ in Cover 2(price offer or schedule of rate).
- 4.27 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. IIITA 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.
- 4.28** 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.
- 4.29** If the supplier fails to execute the purchase order and informs IIITA 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.
- 4.30** 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 – IIIT-Allahabad shall be final and binding on all.
- 4.31** All disputes are subject to Jurisdiction of Allahabad Courts.



## 5 PREQUALIFICATION CRITERIA FOR BIDDER

5.1 Bidder should have technical experience of having successfully completed similar Nature of work every year during the last 3 years ending 31 March 2019 for the purpose of consideration as technical experience bidder should Satisfying below condition every year:

5.1.1 One similar Order having worth not less than **8 Lakhs** .

**OR**

5.1.2 Two similar orders each costing not less than **5 Lakhs** .

**OR**

5.1.3 Three similar orders costing not less than **4 Lakhs**.

Note: If any bidder does not furnish the turnover value for any financial year out of the last 3 financial years, the turnover for that financial year shall be taken as 'Zero' and the average annual financial turnover shall be calculated accordingly.

(Attested copies of all the above Project Completion certificates should be submitted along with the proposal).

5.2 The bidder should have minimum Rs. 3.5 lakh average annual turnover for the Last 3 financial years (2016-17, 2017-18, and 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.

5.3 The Bidder should be either a body incorporated in India under the Companies Act, 1956 or 2013 including any amendment thereto and engaged in the business of Solar Power.

**A copy of certificate of incorporation shall be furnished along with the bid in support of above.**

5.4 Bidder should have a registered office in India. Furnish address and registration details.

5.5 Any IIT/IIIT/NIT/ Government Department/PSU/PSU Banks/Autonomous Bodies/Statutory Bodies in India should not have blacklisted the Bidder at any stage. Self-declaration certificate to that effect should be submitted along with the technical bid.

5.6 The Bidder is required to quote for the complete BOQ. **Partial quote is liable to be rejected.**

5.7 The firm must possess valid GST Registration Certificate.

**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.

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 Extension in Delivery and Work:** Delivery of completion of systems/ components and Work 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, Tender Number 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.

The time of delivery and Completion of Work including testing and handing over in satisfactory condition is the essence of the contract and the shipment should be effected as per the schedule. In the event of part supply, IIIT Allahabad shall withhold the entire payment Until the whole of the supply and work completed as per the order. In case the delivery schedule is not stipulated as essential criteria, contractor may indicate the period of delivery required for them.

**6.7 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.

**6.8 Method of storing the materials:** The bidder shall at his own cost, provide for all necessary storage on the site in specified areas for all materials such as steel, cable, electrical appliances and such other materials which are likely to deteriorate by the action of sun, wind, rain, dampness or other natural causes due to exposure in the compounds or in stores in such a manner that all materials, tool etc. shall be duly protected from damage by weather or any other cause. Materials required for the works, by the bidder are stored by the bidder only at places approved by the Owner. Storage and safe custody of materials shall be the responsibility of the bidder.

**6.9** In case the repair of equipment takes more than 72-hours standby equipment should be made available to the user concerned.

**6.10** In case, replacement of part become necessary, the part of the same make and at least the same configuration as in the original hardware shall be used. A document containing details of all such replacements is to be maintained separately.

**6.11** In case, replacement of hardware become necessary, the part of the same make and at least the same configuration as in the original hardware shall be used. A document containing details of all such replacements is to be maintained separately.



- 6.12 Defect Liability period** shall be 1 year from the date of handing over the site and satisfactory report from the indenter/End user.
- It needs to elaborate that any defects, faults, deterioration in performance of the material and installations which may appear; during the "Defect Liability Period" of twelve months. In case of default, owner may employ and pay other person to make good the defects and deduct the expenses from the dues payable to contractor on certification from in-charge. The defect liability period unless otherwise specifically agreed shall be twelve months.
- 6.13 No Advance Payment:** IIITA does not make any advance payment. Payments for services rendered or supplies made should be released only after the services have been rendered or supplies made.
- 6.14 Annual maintenance Cost (AMC):** The vendor will submit his bid with AMC of 3 years. The AMC period shall be started after the completion of warranty period. The Vendor will submit the rate of 1<sup>st</sup>, 2<sup>nd</sup> and 3<sup>rd</sup> year's maintenance cost at the time of bid in financial bid/ BOQ.
- 6.15 The vendor will be submit the performance security in the form of Bank Guarantee/ FDR and/or NEFT/of 10% of total value submitted at the time of bid of Annual maintenance cost on yearly basis of every year given with financial bid of the Tender. The validity of Performance security should be 14 months from the date of completion of AMC on yearly basis and satisfactory report by concerned engineer In-charge.**
- 6.16 Experience of Firms/ Contractors:** The firm should have minimum 03 years of experience of works of tender Specification related & services.
- 6.17 DETERMINATION OF THE SUCCESSFUL BIDDER:** -The Bidder meeting the minimum eligibility criteria with the lowest bid price in the respective category, subject to arithmetical correction, shall be deemed as the successful Bidder. In the event of more than one bidder with the lowest 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
- 6.18 Performance Security:** L1 bidder will have to submit Bank Guarantee/FDR and/or NEFT/RTGS of 10% of total contract value from Nationalized Bank against performance security. The validity of PBG should be 14 months from the date of completion of work and satisfactory report by concerned engineer In-charge. Bid Security will be released after receiving of Bank Guarantee/Demand Draft.
- 6.19 Completion period:** Work should be completed within **10 weeks** from the receipt of the Purchase order and after site clearance. If, the work delayed beyond the stipulated time of completion penalty of 1% per week or part thereof of total cost shall be imposed at the discretion of competent authority. The penalty may be upto 10% of the total accepted bid value. This purchase/Work order will be automatically expired after 11 weeks unless extension is provided by the Institute on request by the supplier.
- 6.20** The maintaining agency shall provide, at its cost, complete required tool kit and accessories for maintaining hardware and software to deputed engineers.
- 6.21** No transportation charges will be payable to the maintenance agency for site visits carried out by agency personnel in the course of carrying out maintenance work.
- 6.22** The maintenance shall be done in the office premises of the IIIT-Allahabad. However, if it becomes necessary to take out the faulty equipment to the workshop a Gate pass for shifting of equipment should be obtained by the In-Charge.
- 6.23 Safety Measures**



- I. The Vendor shall take all precautionary measures in order to ensure the safety of their personnel (his representative, agent, workmen) working in the office while executing the work.
- II. The Vendor shall ensure that unauthorized careless or inadvertent operation of installed equipment, which may result in accident to their staff and / or damage to the equipment, does not occur.
- III. The vendor shall assume all liability for and give to IIIT-Allahabad of the complete indemnity against all actions, suits, claims, demands cost charges or expenses arising out of and in connection with any accident, death or injury, sustained by any of their person or persons within the office premises and any loss or damage to Maintenance and Network cell' property sustained due to the act or omissions of the vendor irrespective of whether such liability arises under the workmen compensation act or any other statute in force from time to time.

**6.24 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.

**6.25 Site Visit :** Intending tenderers are advised to inspect and examine the site for better understanding of work and its and satisfy themselves before submitting their tenders as to the nature of the site (so far as is practicable).

**6.26 Water and Electricity for Construction work:** If firm used the water and electricity from Institute resources then water charges @1% will be deducted from total bill amount. Also If any Institute electricity consumed then charges for required load has to be bear by the firm and payment will be deducted from the total bill amount.

**6.27 Working and Safety Regulations:** The bidder shall observe all statutory safety and legal requirements regulations issued by Central and State Governments applicable to the work as well as any local regulations applicable to the site issued by the Owner or any other authority.

**6.28 Setting out SITC work:** The bidder shall set out the SITC for the true and perfect setting out of the same and for the correctness of the positions, levels, dimensions and alignment of all parts thereof, if at any time any error shall appear during the progress of any part of works the bidder shall at his own expenses rectify such error, if called upon to the satisfaction of the Owner.

**6.29** In case the L-1 bidder submits requisite documents online as per NIT, then the bidder will be considered eligible for award of Contract. In case the L-1 bidder fails to submit requisite documents online as per NIT or if any of the information/declaration furnished by L-1 bidder online is found to be wrong by Tender Evaluation Committee during evaluation of scanned documents uploaded by bidder, which changes the eligibility status of the bidder (for the first time), then the EMD of L-1 bidder will be forfeited and re-tender will be done. In this re-tender process, offer from this L-1 bidder will not be accepted. This penal action will be enforced from the date of issue of such order.

**6.30 Payment:**

6.30.1 Payments conditions should be in such a way that services of firm could be availed whenever any defect found in the installation. Hence, this is suggested that 90% payment after successful supply, installation, commissioning, Testing and balance 10% will release after 15 days of receiving final invoice and submit successfully



working report by the end user.(bidder must confirm the acceptance on payment terms).

6.30.2 Payment under the AMC period will be processed on quarterly basis only after receiving bill from the service provider attached with performance report for the In-charge. Processing will be effective after the expiry of said period as per the rates quoted in commercial terms and condition on the basis of **actual prevailing rate provided by the vendor at the time of bidding**. The payment is subject to necessary deduction towards penalty for down time of machines. A pre-receipted bill shall be submitted in duplicate to the In-charge. The Bill must accompany the 'Performance Report' attached.

6.30.3 At the time of forwarding any bill for payment the Indenter should ensure that all the terms and condition of the tender documents has been fulfilled and deduction if any have been proposed.

6.30.4 Applicable TDS will be deducted from the payment(s).

6.30.5 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"**.

#### 6.31 Penalty:

6.31.1 Applicable penalty will / may be deducted from the payment(s).

6.31.2 Penalty may / will be deducted from the Performance security. However, the penalty may / will be waived off for non-performance due to reasons mentioned in the Force Majeure or because of IIITA.

6.31.3 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.

6.31.4 The penalty will be deducted under AMC period on the basis in-charge report against the invoice submitted by the vendor.

**6.32 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. (If required)

**6.33 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.(If required)

**6.34 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).

**6.35 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, Prayagraj will assume that the quoted price is inclusive of all and no extra amount in later stage shall be paid by IIIT, Allahabad, Prayagraj 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)).





- 6.36** 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.
- 6.37** 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.
- 6.38** 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.
- 6.39 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.
- 6.39.1 War, Riots, Strike, Fire, Flood, Earthquake, Storm, Epidemic breakout, Power failure, Theft etc.
- 6.39.2 Any Governmental priorities (Necessary proof for validation viz. Govt. Gazette notifications, Leading Newspaper reports, etc. should be made available).
- 6.40** Rate quoted by the firm should not be higher than the MRP/ prevailing market rate.
- 6.41 Termination of Agreement:-**The IIIT-Allahabad may terminate the agreement by giving a written one-month advance notice to the Service Provider, without compensation to the Service Provider and/or other suitable action, if:
- I. The Service Provider becomes bankrupt or is otherwise declared insolvent.
  - II. The quality of services rendered to concerned authority gets degraded and/or not up to satisfaction of in-charge.
  - III. If at any stage, it is found that the parts supplied by the maintaining agency are Duplicating or of inferior quality, the AMC may be summarily terminated and the Bank Guarantee may be revoked and In-charge may take any other suitable action.
  - IV. The purchaser reserves it right to terminate the maintenance contract at any time after giving a one month advance notice without assigning any reason. The Contractor will not be entitled to claim any compensation against such termination. However, while terminating the contract if any payment is due to the contractor for maintenance services already performed in terms of the contract this would be paid to it as per the contract terms.
- 6.42 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.
- 6.43 Right to alter Tender:**
- 6.43.1 IIITA reserves the right to alter the Tender terms and conditions at any time before submission of the bids.
- 6.43.2 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).
- 6.44** 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.
- 6.45** The rates should be quoted in Indian rupees. As per our BOQ.





- 6.46** 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, Prayagraj. 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.
- 6.47** 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.
- 6.48** All the documents submitted must be legible and self-attested and stamped. Otherwise it is likely to be rejected.
- 6.49** 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 Store & 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 Bid security 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.
- 6.50** 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.
- 6.51** 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.
- 6.52** Quotation should be addressed to Jr (Store & Purchase), Indian Institute of Information Technology, Deoghat, Jhalwa, Prayagraj-211015 (U.P.) India.

(Store & 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 (Financial bid 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 Financial bid of only those parties who qualify in the first stage shall be opened.
- 7.3** IIIT-Allahabad, Prayagraj shall award the contract to the eligible Bidder whose bid has been determined as the lowest evaluated Financial Bid. If more than one Bidder happens to quote the same lowest price, IIITA reserves the right to award the contract to more than one Bidder or any Bidder with the lowest 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 lowest rate will not be the only basis of claim to get the order.
- 7.5 Purchaser's right to vary quantities at the time of award of contract.**
- 7.6** Bidders having GST Registration Certificate are required to indicate their GST Registration number and shall have to enclose a self-certified copy of GST Registration Certificate.  
If bidder has opted for composition scheme under GST ACT 2017, they have to declare themselves as "Composition Scheme" in the bid and indicate their Registration number in the Price Bid. Bidder shall have to enclose a certificate in original from a practicing Chartered Accountant / Cost & Management Accountant / Company Secretary confirming that Bidder is eligible to opt the scheme and has fulfilled all the conditions as mentioned in notification in this regard. In addition, bidder has to enclose the self-attested GST Registration Certificate in the commercial bid.  
If the Bidder is unregistered i.e. exempted from GST registration, they have to declare themselves as "GST Unregistered Bidders" in the bid and shall have to enclose GST Exemption documents i.e. certificate in original from Practicing Chartered Accountant / Cost & Management Accountant / Company Secretary that Bidder is fulfilling all the conditions prescribed in GST Act, 2017 to make him exempt from registration.



## 8 ANNEXURES

### 8.1 ANNEXURE – I: LETTER OF BID

(To be submitted along with Technical Bid)

Dated: DD/MM/ 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/SP/682/1154 / 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 “**SITC of PHYLLTAXY PATTERN Solar Tree**”, 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 (YES/NO), WITH CLARIFICATION/DETAILS AS REQUIRED	Reference page no. of Tender Documents
1	2	3	
1.	<b>Confirm that you have submitted your bid for "SITC of PHYLLOTAXY PATTERN Solar Tree"</b>	(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(YES/NO)	Page no-11
3.	<b>The bidder should have minimum Rs. 3.5 Lakh annual turnover for the Last 3 financial years (2016-17, 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. Referred to point no. 5.2</b>	CONFIRMED(YES/NO)	Page no-11
4.	Confirm that you have attached the documentary evidence as desired in Pre-Qualification Criteria . Referred to point no. 5.3	CONFIRMED(YES/NO)	Page no-11
5.	Confirm that you have attached the documentary evidence as desired in Pre-Qualification Criteria. Referred to point no. 5.4	CONFIRMED(YES/NO)	Page no-11
6.	Confirm that the bidder must not have been blacklisted by any IIT/IIIT/NIT/ Government Department/PSU/PSUBanks/Autonomous Bodies/ Statutory Bodies in India at the time of submission of bid. <b>[Attach an undertaking to this effect] Refer to point no. 5.5</b>	CONFIRMED(YES/NO)	Page no-11
7.	<b>Confirm that the BOQ, duly filled in, indicating the percentage of applicable Taxes &amp; Duties with prices submitted. Refer to point no. 5.6</b>	CONFIRMED(YES/NO)	Page no-11
8.	Confirm that the company must have its GST Registration certificate. Refer to point no. 5.7	CONFIRMED(YES/NO)	Page no-11
9.	<b>Confirm that the Contractor /Vendor/Bidder are Accept all the terms and condition of Special condition of contract.</b>	CONFIRMED(YES/NO)	
10.	Confirm that quoted price of the prescribed Supply, laying , material is on FOR / designated IIT, ALLAHABAD office/store, including transportation charges, taxes etc. all complete as defined in complete RFQ.	CONFIRMED(YES/NO)	
11.	Confirm <b>there is no deviation/ clarification/ cutting/ overwriting in Price Schedule. Refer to point no. 6.1</b>	CONFIRMED(YES/NO)	



SL. NO.	COMPLIANCE STATEMENT/QUERY	BIDDER'S CONFIRMATION (YES/NO), WITH CLARIFICATION/DETAILS AS REQUIRED	Reference page no. of Tender Documents
12.	Confirm the Completion Period schedule is accepted as per Tender Documents provision. Refer to point no. 6.20	CONFIRMED(YES/NO)	
13.	Copy of PAN, Income Tax Return certificate submitted.	CONFIRMED (YES/NO)	
14.	HSN CODE(If Applicable)	CONFIRMED(YES/NO)	
15.	Confirm that the duly filled and scanned copy of all ANNEXURES FROM I TO IX submitted.	CONFIRMED(YES/NO)	Page no-19 to 29
16.	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(YES/NO)	
17.	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(YES/NO)	
18.	Confirm that <b>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(YES/NO)	
19.	Contract Awarded Agency shall deposit 10% of the tender amount in the institute at the time of signing of the agreement as <b>Performance Security within 15 Days from the issuance of the Work order</b> which will be valid beyond two months after warranty period. Refer to point no.6.16	CONFIRMED(YES/NO)	
20.	Confirm that the bidder accept all the terms and condition, methodology, GCC and all Annexure of entire tender documents.	CONFIRMED(YES/NO)	
21.	<b>Signing of agreement:</b> IIIT, ALLAHABAD will send along with the <b>Award of Contract</b> to the successful Bidder, the draft Contract Agreement incorporating all agreement terms & conditions Between the parties.	CONFIRMED(YES/NO)	
22.	<b>Functional Guarantee:</b> If the Product and Work is not found Satisfactory due to reasons entirely attributable to the bidder, the IIIT, ALLAHABAD	CONFIRMED(YES/NO)	



SL. NO.	COMPLIANCE STATEMENT/QUERY	BIDDER'S CONFIRMATION (YES/NO), WITH CLARIFICATION/DETAILS AS REQUIRED	Reference page no. of Tender Documents
	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.		
23.	Confirm that <b>proof of remittance with transaction number/ exemption certificate</b> is attached.	CONFIRMED(YES/NO)	<b>Page no-27</b>



### 8.3 ANNEXURE – III: TECHNICAL COMPLIANCE SHEET

#### 8.3.1 Technical Compliance for SITC of PHYLLOTAXY PATTERN Solar Tree

SOLAR TREE POWER GENERATION ON GRID SYSTEM		
SL NO	DESCRIPTION	QUANTITY
<b>2/5 PHYLLOTAXY PATTERN BASED 1 SOLAR TREE</b>		
1	Solar PV Poly Crystalline panel	5
2	2/5 Structure of Solar Tree with branch along with civil work for installation	1
<b>3/8 PHYLLOTAXY PATTERN BASED 1 SOLAR TREE</b>		
3	Solar PV Poly Crystalline panel	8
4	3/8 Structure of Solar Tree with branch along with civil work for installation	1
<b>5/13 PHYLLOTAXY PATTERN BASED 1 SOLAR TREE</b>		
5	Solar PV Poly Crystalline panel	39
6	5/13 Structure of Solar Tree with branch along with civil work for installation	3
7	On Grid Solar Inverter	1
8	ACDB-DCDB	2
9	Installation with wires and all accessories	1
10	Chemical Earthing with Light Arrestor	3
11	Manual Rotation System for 5/13 one system	1
12	Automated Rotation System for 5/13	1
13	Sun tracking solar trees and Automated rotation system as well as manual rotation system for analysis of efficiency of automated system.AMC for Three years after completion of warranty period.	1 years warranty + 3 years AMC

Yours faithfully,

(Signature of Authorized Signatory)

Name:

Designation:

Company seal:

Place:

Date:



#### 8.4 ANNEXURE – IV: UNDERTAKING

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

#### UNDERTAKING

I, \_\_\_\_\_ 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 **"SITC of PHYLLOTAXY PATTERN Solar Tree"** at IIIT-Allahabad during the period of validity of the bids.

I, 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, 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/S P/682/1154 /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

Sl 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.

Sl 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 grandchildren, 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	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/SP/682/1154 /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: \_\_\_\_\_ Mobile: \_\_\_\_\_  
Permanent Account Number: \_\_\_\_\_
3. Particulars of Bank:  
Bank Name: \_\_\_\_\_ Branch Name: \_\_\_\_\_  
Branch Place: \_\_\_\_\_ 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 transfer online			If MSE (mention YES)
				Mention NEFT/RTGS	Transaction no.	Transaction date	

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



### 8.8 ANNEXURE –VIII: performance bank guarantee

To,

Registrar

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. ....

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

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

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

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

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

.....

(Signature of the authorized officer of the Bank)

.....

Name and designation of the officer

.....

Seal, name & address of the Bank and address of the Branch

(Bank's common seal)



### 8.9 ANNEXURE –IX (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,

Jt. Registrar (Stores & Purchase)

IIIT-A



(to be printed on Supplier's letterhead)

To,

Jt. Registrar (Stores & 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 Jt. Registrar (Stores & 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 Faculty In charge (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**

Jt. Registrar (Stores & Purchase) , IIIT Allahabad

#### **BIDDER**

Signature with seal



Witness

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

(Indenter)

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

Witness

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

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