Due date of submission of offer: 18.05.2020 (15.00 hrs.)

Due date of opening of offers: 18.05.2020 (15.30 hrs.) onwards

No. D.12-91/2020-NIB

Dated: 28.04.2020

Sub.: E-Tender for Invitation of offers for supply, installation, customization and commissioning of Payroll Software at National Institute of Biologicals (NIB), Noida – Reg

Introduction:

National Institute of Biologicals (NIB) is an autonomous body under the administrative control of Ministry of Health & Family Welfare, Govt. of India and following the Central Government Rules & Regulations for payment of employee’s salary as per 7th Central Pay Commission. This Institute intends to procure a complete Payroll Software for processing of Salary, Pension and General Provident Fund (GPF) by its Finance & Accounts Division.

All concerned are requested to submit most competitive offer for the above mentioned software. Following are the details:-

Qualification Condition:

1. The bidder firm should have the following qualifications for bidding:
   a) Shall be registered in India and its office located at Delhi / NCR region.
   b) Shall have OEM presence in India or channel partners / service providers, authorized distributors / dealers/re-sellers.
   c) Shall be having at least 3 years’ experience and expertise in relevant field
   d) Shall have valid PAN / TAN number, GST registration.
   e) Firm shall not black-listed by any Ministry / Department of the Govt. of India or any Public Sector Unit (PSU) or any other organization. A self-undertaking on company letter head to be submitted along with bid.
   f) The supplier should have delivered and operated / operating similar type of software to at least Three (03) Govt. / PSU / Autonomous Bodies following 7th CPC pattern of Pay Scale for salary payment in last Three Year. Copy of work orders may be enclosed.

2. Staff strength: Presently there are about 100 regular employees and 15 pensioners on roll.

3. Present Software in use: The Institute is currently using a software developed by a private firm for processing monthly Salary and Pension related activities.

4. Requirement of the Institute:
   a) The Payroll Software should be as per 7th Central Pay Commission in line with Central Government pay structure.
b) The Payroll Software is required to have provision for maintenance and modification of basic data of employees with Pay Scale / Level and pensioners like date of birth, date of retirement, date of increment, change in DA / DA Arrear, PAN, Aadhaar, GPF / NPS number etc. Master data with respect to staff information will be logged in by software supplier.

c) The Payroll Software generate reports like Payslip, Pay-Bill, Form-16, Pension, Arrears, deduction of Income Tax, Professional Tax, Advances (GPF Advance), repayment of loan (Housing Loan, Car Loan), Statement of New Pension Scheme Contribution, GPF Statement of the employees, GPF Ledger, NPS Ledger, Statement to be sent to Bank etc.

d) The Payroll Software is required to have provision for additional requirements like recurring and ad-hoc payments and deductions such as payment of arrears, deductions against half pay leave, leave encashment, bonus and gratuity etc.

e) The Payroll Software should have provision to calculate Income Tax for individuals in accordance with the tax slabs, as per applicable rules and amendment issued from time to time for respective financial year. The Payroll Software should have facility to project the tax liabilities on the basis of existing data for the respective financial year as per the latest disbursement.

f) Migration of data from existing software to the new Payroll Software is to be done by supplier.

g) The Payroll Software should work on Windows Platform for both Client and Server version Provision to access only authorised users to modify / entering the data for the work allotted to them. It should not be possible for any unauthorised person to change / delete the saved data.

h) The Payroll Software should have provision for taking auto backup / back-up of data time to time by the authorised users.

i) The Payroll Software must be reliable, fool-proof and secure. Modification and up-gradation of the Payroll Software is prime responsibility of the supplier due to change in rules relating to Salary and Pension. Thus, the Payroll Software will have to be maintained properly, modified and upgraded by the supplier as per requirements specified by the Institute.

j) The supplier will be required to provide unlimited support over telephone / e-mail / Team Viewer / Any Desk, and, if required on-site also for all issues relating to installation, use of the software for Salary, Pension and GPF etc. It will be responsibility of the supplier to satisfactorily solve all the technical difficulties faced by the Institute in using the Payroll Software.

k) The supplier should have completed / delivered similar type of software to at least Three (03) Govt. / PSU / Autonomous Bodies following 7th CPC pattern of pay scale for salary payment in last Three Year. The satisfactory working report of the same Payroll Software from user's organisation may also be enclosed with the bid.

l) **Pre-Bid Meeting**: Pre-Bid meeting will be held in NIB on 11.05.2020 at 16.00 hours.
Please indicate price under following terms & conditions:


6. Taxes / Other charges – GST & Other charges should clearly be mentioned in price bid against our DSIR / GST Exemption Certificate.

7. NIB in an Institution eligible for Concessional rates of GST as notified with Department of Scientific & Industrial Research (DSIR), Govt. of India vide Notification No.51/96-Customs dated 23.07.1996, 28/2003-Customs dated 01.03.2003, 43/2017-Customs dated 30.06.2017, 47/2017-Integrated Tax (Rate) dated 14.11.2017, 10/2018-Integrated Tax (Rate) dated 25.01.2018, 45/2017-Central Tax (Rate) dated 14.11.2017, 45/2017-Union Territory Tax (Rate) dated 14.11.2017, 9/2018-Central Tax (Rate) dated 25.01.2018, 9/2018-Union Territory Tax (Rate) dated 25.01.2018. In case, the goods / software for which bids have been invited fall under classification of GST concession and the conditions for eligibility of concession are met by the Institution. A certificate to this effect will be issued by the Institute to the seller after award of the work. Bidders are requested to submit their bids after accounting for the concessional rate of GST. **Applicable Concessional rate of GST: 5%**.

8. The Payroll Software also have option to link with NIB Website to view by respective users for their personal details i.e., Pay Slip and Tax Calculation etc.

9. **Earnest Money Deposit (EMD):** The bidders are required to deposit Demand Draft of Rs. 10,000/- (Rupees Ten thousand only) in favour of the "National Institute of Biologicals, payable at Noida/ New Delhi as Earnest Money Deposit (EMD) along with original tender document for this work.

Or

EMD can be deposited by way of NEFT/ RTGS and bidder needs to indicate transaction ID details with date and time etc., Bank Details of NIB are as mentioned below:

<table>
<thead>
<tr>
<th>Name of the Bank</th>
<th>Bank of Baroda, Sector-29, Noida (UP)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name of Account</td>
<td>National Institute of Biologicals</td>
</tr>
<tr>
<td>S.B. Account</td>
<td>26290100001774</td>
</tr>
<tr>
<td>IFSC Code</td>
<td>BARB0NOIDAX (5th digit is zero)</td>
</tr>
</tbody>
</table>

EMD deposited through NEFT/RTGS must be transferred before the due date of submission of the bid / tender and details should be sent through email to dmahajan@nib.gov.in and sksharma@nib.gov.in.

No Cheque will be accepted. In the event of the withdrawal / revocation of tender before the date specified for acceptance, earnest money shall stands forfeited.

EMD will be returned to the unsuccessful tenderer after award of the contract. No interest shall be payable by the Institute on EMD. For the successful bidder, EMD will be returned on acceptance of work order and deposit of Performance Security.

10. **Warranty:** The customised Payroll Software supplied shall carry a warranty for a period of Two Years from the date of implementation of the software and successful release of Ist Salary through this software. During the warranty period,
modification, up-gradation, maintenance of a software shall be provided by supplier on free of cost.

11. **Annual Maintenance Contract**: The supplier has to quote for Annual Maintenance Contract (AMC) rates for Five Years after expiry of warranty period and the same will be concluded on mutual consent of both NIB and Supplier / Firm.

12. **Training**: The supplier is responsible for providing Payroll Software training to the users for a period of One Week. No extra charge shall be paid for the training.

13. **Price Bid**: The bidder has to quote online their most competitive rates in the format given at Annexure-I and it should contain price only and no other conditions shall be entertained.

14. **Right to accept or reject the tender**: The Institute reserves the right to accept or reject any offer, and or to annul the bidding process and or reject all offers at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for Institute’s action.

15. **Validity of Offer**: The validity of offer should be kept open for a period of not less than 90 days from the date of bid opening.

16. **Delivery & Installation**: The Payroll Software should be delivered and installed within 10 days from the date of issue of Purchase Order. Delivery offered by bidder days.

17. **Liquidate Damage**: If the agency fails to provide the services within the time schedule or fail to provide monthly support in time, liquidate damage @ Rs. 1000/- per day will be recovered from the payment due to the agency.

18. **Performance Security Deposit**: Within 21 days of receipt of work order from the Institute, the successful firm shall furnish the Performance Security equal to 10% of the contract value in the form of Bank Guarantee (from any Nationalized/Schedule Bank) valid for 60 days beyond expiry of the contract period / completion of all the contractual obligation, in the format as per ANNEXURE-II or in the form of Demand Draft/Pay Order in favour of “National Institute of Biologicals” payable at “Noida/Delhi”.

Failure of the firm to comply with the requirement of contract shall constitute sufficient grounds for the annulment of the awards and forfeiture of the Performance Security, in which event the Institute may get done the work at the risk cost of the firm.

19. **Payment**: will be released after 30 days of successful implementation or part of work / time period, as per following criteria:

<table>
<thead>
<tr>
<th>S.No.</th>
<th>Criteria for release of payment</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>40% of the total contract value will be paid on successful supply, installation and commissioning of Payroll Software in all respect within 30 days / after 1st Salary Bill released through Payroll Software</td>
</tr>
<tr>
<td>2</td>
<td>Balance 60% of payment will be released on (proportionate) quarterly basis after completion of respective quarter</td>
</tr>
<tr>
<td>3</td>
<td>During AMC period, payment will be released in 4 equal instalment after successful completion of respective quarter</td>
</tr>
</tbody>
</table>

20. **Submission of offer**: Bidders are requested to register on E-Tendering Portal on https://nib.euniwizarde.com. The submission of tender online can only be done through E-Tendering Portal on https://nib.euniwizarde.com.

21. **Evaluation of bids**: The evaluation of bids consist of successful demonstration of offered Payroll Software. Before the technical evaluation, the bidders may be
asked to give demonstration of their offered Payroll Software at NIB, Noida. No request shall be entertained for online / remotely demonstration of Payroll Software. In the event of un-successful demonstration of Payroll Software, the bid will not be considered for further evaluation.

22. **Price Bid**: The Price Bid should be submitted online in xls format. Price-Bid of technically qualified bidders will be opened only.

23. **MSME / NSIC**: The latest Govt. Notification No. S.O. 567 (E) dated 09.11.2018 for MSME shall be applicable. Current valid certificate of registration including its annexures in case registered with SSI/NSIC etc. Terms & Conditions for MSME / NSIC: as per rules will be applicable. Kindly note that the certificate so endorsed should be for relevant service or otherwise it will not be considered for benefit available against the same.

24. Offer to be given by the authorised dealer / distributor with valid authorisation certificate given by the principal and it should be enclosed with Technical Bid. The bids without authorisation of principal will summarily rejected. Third party authorization will not be considered / accepted.

25. **GEM Portal**: In case the offered Payroll Software is available on GEM Portal, then provide the link of the same to justify the rates.

26. Bidders will not be permitted to alter or modify their bids after expiry of the deadline for receipt of bids.

27. **Fall Clause Certificate** in prescribed format may be uploaded along with Technical Bid (Annexure-III).

28. The bidder is required to submit Confidentiality, Security, and Conflict of Interest undertaking in the prescribed format along with Technical Bid (Annexure-IV).

29. **List of Clients**: Customer reference list for similar Payroll Software provided for Govt./PSU / Autonomous Bodies following 7th CPC pattern of Pay Scale for Salary payment.

**General Conditions for E-Tendering:**

1. Bidders are requested to register on E-Tendering Portal on https://nib.euniwizarde.com and also read the instruction on the Institute's website i.e., http://nib.gov.in as well as on https://eprocure.gov.in/epublish/app.

2. The bidders should have valid Class-3 Digital Signature Certificate (DSC) with Encryption.

3. Bidders may download the tender enquiry document from the website i.e., https://nib.euniwizarde.com as well as http://nib.gov.in.

4. The submission of tender online can only be done through E-Tendering Portal on https://nib.euniwizarde.com.

5. Bidders should ensure that their bid complete in all respects are submitted online through E-Tendering Portal only.

6. Technical Bid consisting of Eligibility Criteria, tender document duly signed and stamped by authorised signatory, technical details i.e., hardware requirement from the Institute for installation of software, Authorisation Certificate from principal, literature, catalogue etc. Bidders may name the files indicating the nature of content in pdf format which would be required to be attached with the E-Tender.

7. The price bid should be submitted online in xls format. Price-Bid of technically qualified bidders will be opened only.
8. For any E-Tender related issue, bidders are requested to call Mr. Sonu Kumar, Mobile No. 9355030631.

9. Bidders are requested NOT to submit hard copy of Price-Bid. In case, the hard copy of Price-Bid is submitted / received by the Institute, the said bid shall be rejected.

10. Price are to be quoted in the Price Bid online on E-Tender Portal in xls format and apply DSC.

11. Soft copies of the purchase order received from other Govt. Department/PSU / Autonomous Bodies for the Payroll Software may be enclosed in pdf format.

12. Fall Clause Certificate to be uploaded as per format in pdf format.

13. The bidder is required to submit Confidentiality, Security, and Conflict of Interest undertaking in the prescribed format (in pdf) along with Technical Bid (Annexure-IV).

14. **Award of Contract**: NIB will award the contract to the successful bidder whose offer has been determined to be substantially responsive and determined as the lowest evaluated bid, provided further that the bidder is determined to be qualified to perform the contract satisfactorily.

15. **PERIOD OF CONTRACT** – Initially for Two Years and may be extended on Annual Maintenance Contract for another Five Years on the basis of satisfactory performance on year to year basis.

16. **SUBLETTING** - The contract shall not be assigned or sublet without the written approval of the Institute.

17. **RIGHT TO ACCEPT ANY TENDER AND TO REJECT ANY OR ALL TENDERS**: The Institute reserves the right to accept or reject any offer, and or to annul the bidding process and or reject all offers at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for Institute’s action.

18. **TERMINATION OF CONTRACT**: The Institute may terminate the Contract:

   a) If the company / firm fails to deliver any or all of the Services within 48 hours or
   b) If the company / firm fails to perform any other obligation(s) under the Contract.

   In such a case, the Performance Security submitted by the company / firm may be forfeited.

19. **RESOLUTION OF DISPUTE**: All disputes arising out of this contract shall be referred to the sole arbitration of a person selected by the Company / firm out of the panel of three persons nominated by the Director Incharge, National Institute of Biologicals, and his decision / award shall be final and binding on both parties. The Arbitration shall be governed under the Indian Arbitration Act 1996 or any statutory modifications or re-enactment thereof and rules made there under and for the time being in force shall apply to the arbitration proceeding under this contract. All disputes are subject to NOIDA/DELHI Jurisdiction only.

20. **FORCE MAJEURE**:  
   (a) Notwithstanding the provisions stated above, the service provider shall not be liable for forfeiture of its performance security, penalty or termination for default, if and to the extent that, it's delay in performance or other failure to
perform its obligations under the contract is the result of an event of force majeure.
(b) For purposes of this clause, "Force Majeure" means an event beyond the control of the supplier and not involving the Company / firm/service provider’s fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of the service provider either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
(c) If a Force Majeure situation arises, the Company / firm shall promptly notify the Institute in writing of such conditions and the cause thereof. Unless otherwise directed by the employer in writing, the service provider shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

The bidders are requested to submit offer for supply, installation, customization and commissioning of Payroll Software by 18.05.2020 meeting the requirements specified by the Institute as detailed above and the terms and conditions so as to enable to process the Salary and Pension of the Institute’s employees.

Yours sincerely,

(W.Z. Quazi)
Sr. Administrative Officer (P)

Encl.:

(a) Price Bid (Annexure-I)
(b) Proforma for Performance Bank Guarantee (Annexure-II)
(c) Fall Clause Certificate (Annexure-III)
(d) Undertaking for Confidentiality, Security, and Conflict of Interest (Annexure-IV)
## PRICE - BID

E-Tender for Invitation of offer for supply, installation, customization and commissioning of Payroll Software

<table>
<thead>
<tr>
<th>S.No.</th>
<th>Description</th>
<th>Qty.</th>
<th>Duration</th>
<th>Rate/ year</th>
<th>Amount (Rs.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Supply, installation, customization and commissioning of Payroll Software - Multi-User (One Time Fixed Charges)</td>
<td>1</td>
<td>1</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>2</td>
<td><strong>Annual Maintenance Charges</strong> which will include maintenance and modification in Payroll Software (Unlimited support to be provided over phone /email / Team Viewer and if required on-site visit also) - after warantee period:-</td>
<td></td>
<td></td>
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</tr>
<tr>
<td></td>
<td>a) 1st Year AMC Charges</td>
<td>1</td>
<td>1</td>
<td>0.00</td>
<td>0.00</td>
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<tr>
<td></td>
<td>b) 2nd Year AMC Charges</td>
<td>1</td>
<td>1</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td></td>
<td>c) 3rd Year AMC Charges</td>
<td>1</td>
<td>1</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td></td>
<td>d) 4th Year AMC Charges</td>
<td>1</td>
<td>1</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td></td>
<td>e) 5th Year AMC Charges</td>
<td>1</td>
<td>1</td>
<td>0.00</td>
<td>0.00</td>
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<tr>
<td></td>
<td>Sub-Total (Rs.)</td>
<td></td>
<td></td>
<td></td>
<td>0.00</td>
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<tr>
<td>3</td>
<td><strong>GST @</strong></td>
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<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Total (Rs.)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Rupees in words:</td>
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</tbody>
</table>

**Note:**

a. Price inclusive of all taxes & duties except GST.
b. The quoted price are valid for 90 days from the date of opening of bid.
c. GST ....% and amount not specified in Price Bid will be treated as inclusive and value of work order will be calculated on reverse calculation basis.
d. The rate (%) and amount of GST applicable should be mentioned very clearly and any vague terms i.e., applicable as per rule etc., will not be entertained and it will be treated as inclusive.
e. Please mention NIB's GST No. 09AAATN5228R1ZK and Bank details on Invoice / bill for electronic transfer of payment.
f. Annual Maintenance Charges will be applicable after expiry of warranty period.
ANNEXURE-II

PROFORMA FOR PERFORMANCE BANK GUARANTEE
(On stamp paper of appropriate value from any Nationalized Bank)

To,

National Institute of Biologicals
A-32, Sector-62,
Institutional Area,
NOIDA-201 309 (U.P)

Dear Sir,

In consideration of National Institute of Biologicals (hereinafter called as the Employer which expression shall include his successor and assigns having awarded to

.................................................. (here in after referred to as the said Company / firm or Company / firm' when expression shall wherever the subject of context so permits include its successors and assigns) a contract No. ......................... In terms inter alias, of the NIB’s Letter No. ................. dated ................. and the General Conditions of Contract and upon the condition of the Company / firm’s furnishing security for the performance of the Company / firm’s obligations and discharge of the Company / firm’s liability under in connection with the said contract up to a sum of Rs......................... (Rupees..................................... Only) amounting to 10 % (Ten) percent of the total contract value.

1. We ........................................................... (here in after called “The Bank which expression shall include its successors and assigns) hereby jointly and severally undertake to guarantee the payment to The Employer in rupees forthwith on demand in writing and without protest of demur or any and all moneys anywise payable by the Company / firm to The Employer under in respect of or in connection with the side contract inclusive of all The Employer’s losses and damages and costs, (inclusive between attorney and client) charges and expenses and other moneys anywise payable in respect of the above to this guarantee up to an aggregate limit of Rs. .................................................. (Rupees........................................ only).

2. We ........................................................... Bank further agree that The Employer shall be sole judge of and as to whether the said Company / firm has committed any breach or breaches of any of the terms and conditions of the said contract and the extent of loss, damage, cost, charges and expenses caused to or suffered by or that may be caused to or suffered by The Employer on account thereof and the decisions of The Employer that the said Company / firm has committed such breach or breaches and as to the amount or amounts of loss, damage, costs, charges and expenses caused to or suffered by The Employer from time to time shall be final and binding on us.

3. The Employer shall be at liberty without reference to the bank and without affecting the full liability of the bank hereunder to take any other security in respect of the
Company / firm's obligations and liabilities hereunder or to vary the contract or the work to be done there under vis-à-vis the Company / firm or to grant time or indulgence to the Company / firm or to reduce or to increase or otherwise vary the prices of the total contract value or to release or to forbear from enforcement of all or any of the security and/or any other security (ies) now or hereafter held by the Employer and no such dealing (s) reduction (s) increase (s) or other indulgence (s) or arrangements with the Company / firm or release or forbearance whatsoever shall absolve the Bank of the fail liability to The Employer hereunder or prejudice the rights of The Employer against the bank.

4. This guarantee shall not be determined or affected by the liquidation or winding up, dissolution, or change of constitution or insolvency of the Company / firm but shall in all respect and for all purposes be binding and operative until payment of all monies payable to The Employer in terms thereof.

5. The bank hereby waives all rights at any time inconsistent with the terms of this guarantee and the obligations of the bank in terms hereof shall not be anywise affected or suspended by reason of any dispute or dispute having been raised by the Company / firm stopping or preventing or purporting to stop or prevent any payment by the bank to The Employer in terms hereof.

6. The amount started in any notice of demand addressed by the Employer to the bank as liable to be paid to the Employer by the Company / firm or as suffered or incurred by The Employer on account of any losses or damages of cost, costs, charges and/or expenses shall be conclusive evidence of the amount so liable to be paid to The Employer of suffered or incurred by The Employer as the case may be and shall be payable by the bank to The Employer in terms hereof.

7. This guarantee shall be a continuing guarantee and shall remain valid and irrevocable for all claims of the Employer and liabilities of the Company / firm arising up to and until midnight of…………………………………………………

8. This guarantee shall be addition to any other guarantee or security whatsoever that The Employer may now or at any time anywise may have in relation to the Company / firm's obligations/ or liabilities under and/or in connection with the said contract, and The Employer shall have full authority to have recourse to or enforce this security in preference to any other guarantee or security which The Employer may have or obtain and no forbearance on the part of The Employer in enforcing or requiring enforcement of any other security shall have the effect or releasing the Bank from its full liability hereunder.

9. It shall not be necessary for the Employer to proceed against the said Company / firm before proceeding against the Bank and the Guarantee herein contained shall be enforceable against the bank notwithstanding that any security which the Employer may have obtained or obtain from the Company / firm shall at the time when proceedings are taken against the said bank hereunder be outstanding or unrealized.

10. We the said Bank undertake not to revoke this guarantee during its currency except with the consent of the Employer in writing and agree that any change in the
constitution of the said Company / firm or the said Bank shall not discharge our liability hereunder.

11. We. ...........................................the said Bank further that we shall pay forthwith the amount stated in the notice of demand notwithstanding any dispute/difference pending between the parties before the arbitrator and/or that any dispute is being referred to arbitration.

12. Notwithstanding anything contained herein above, our liability under this guarantee shall be restricted to Rs. .................. (Rupees..................................................) and this guarantee shall remain in force till ............................................................and unless a claim is made on us within 3 months from that date, that is before .............................. all the claims under this guarantee shall be forfeited and we shall be relived of and discharged from our liabilities hereunder.

Dated .......... day of ........2020.

For and on behalf of Bank.
Issued Under Seal
FALL CLAUSE CERTIFICATE

If any subsequent date after submission of quotation or placing of supply order, the manufacturer (the term manufacturer will also include his authorized distributor/agent) reduces the sale price of such stores or sells such stores to any party at a price lower than the price charged/chargeable against supply order placed by the National Institute of Biologicals, Noida, the manufacturer (including his authorized distributor/agent) as aforesaid in case the quotation is submitted by them and supply/service is also effected by them will forth-with notify such reduction in Sale price to National Institute of Biologicals, Noida and price payable for the stores to be supplied against the Supply Order after the date of such reduction in sale price coming force, shall stand reduced correspondingly and will be reimbursed to the Institute.

(Signature with Date & Stamp)
Annexure-IV

Confidentiality, Security and Conflict of Interest Undertaking
(on the letter head of the firm)

In the course of discharging of functions as Service Provider (Name of the agency) for “Supply, Installation and Customization/Commissioning of Payroll Software”, you will gain access to certain information which is privy to NIB/Ministry of Health & Family Welfare, Govt. of India. You undertake to treat such information as confidential and proprietary to NIB/Ministry of Health & Family Welfare, Govt. of India, and the aforesaid service provider collaborating with NIB or the aforesaid third parties as the case may be. In this connection you agree:

i.) Not to use the information for any other purpose than discharging your function such as creation of master database for implement and delivering Payroll Software and all its related activities.

ii.) Not to disclose or provide the information to any person who is not bound by similar obligations of confidentiality and non-use as contained herein.

iii.) Establish and maintain security measures to safeguard the confidential information from unauthorised access, use, copying, reproduction, to print/electronic media or on social networking sites or disclosure and will protect the confidential information using the same degree of care as a prudent person would use to protect their own confidential information.

iv.) You have no vested commercial interest/any other conflict of interest in obtaining access to any part of the information which will be generated through this software.

v.) In this connection you undertake to promptly advise NIB, if any change in the above circumstances (Sl. No. i to iv above), including any issue arises during the course of your activities.

Any violation of this undertaking shall invite action as per IT Act, 2000 with violations liable to pay damages by way of compensation to the Institute / or persons affected.

Undertaking

I hereby accept and agree with the conditions and provisions contained in this document.

Signed: 

Name: 

Designation: 

Place: Date: