

PROPRIETARY TENDER

Single Tender No: IITH/CC/MANIVEL/2023/L/T031
 06.11.2023

Date:

Indian Institute of Technology Hyderabad invites online bids (e-tender) in Two Bid (Technical + Financial) System for of the following item:

Item Description	Qty	Tender fee (GST 18%)	EMD (in Rs.)
CISCO C9606R Cisco Catalyst 9600 Series 6 slot chassis	02	2,360/-	4,30,000/-
CON-SSSNP-C9606R SOLN SUPP 24x7x4 Cisco Catalyst 9600	01		
MR44- HW Meraki MR44 Wi-Fi 6 Indoor AP	105		
Complete Installation-Installation, Commissioning, Documentation, Testing Training and Optimization	-		

Annexures:

- Bill of Material as per Annexure A
- Manufacturer authorization as per Annexure B
- DPIIT Registration Certificate as per Annexure C
- Declaration for Local Content as per Annexure D
- Declaration Regarding Clean Track/NO Legal Action as per Annexure E
- Bidder Information Sheet as per Annexure F
- Acceptance of Tender Terms as per Annexure G
- Pre Contract Integrity Pact as per Annexure H
- Performance Bank Guarantee as per Annexure I

The Tender Document can be downloaded from <https://eprocure.gov.in/eprocure/app> OR Institute website- <https://iith.ac.in/tenders>

The bid is to be submitted online only through the E-procurement portal of <https://eprocure.gov.in/eprocure/app> up to the last date and time of submission of tender.

Schedule of Dates

Sr. No	Particulars	Date	Time
1	Date of Online Publication/Download of Tender	06/11/2023	05.30 PM
2	Bid Submission Start Date	06/11/2023	05.30 PM
3	Bid Submission Close Date	13/11/2023	01.00 PM
4	Opening of Bids	14/11/2023	02.00 PM

No manual bids will be accepted. All quotation should be submitted online through CPP Portal only (<https://eprocure.gov.in/eprocure/app>)

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 details of the helpdesk are +91 0120-4711 508, +91 0120-4200462, +91 0120-4001002, +91 0120-4001005 and support-eproc@nic.in

INSTRUCTIONS FOR ONLINE BID SUBMISSION

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 bidders 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: <https://eprocure.gov.in/eprocure/app>.

REGISTRATION

- 1) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link “**Online bidder Enrollment**” on the CPP Portal which is free of charge.
- 2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 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.
- 4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.
- 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 DSC’s to others which may lead to misuse.
- 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.

SEARCHING FOR TENDER DOCUMENTS

- 1) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders 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.

- 2) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / e- mail in case there is any corrigendum issued to the tender document.
- 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.

PREPARATION OF BIDS

- 1) Bidders should take into account any corrigendum published on the tender document before submitting their bids.
- 2) Please go through the 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.
- 3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- 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 bidders. Bidders can use "My Space" or "Other Important Documents" 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.

Note: *My Documents space is only a repository given to the Bidders to ease the uploading process. If Bidder has uploaded his Documents in My Documents space, this does not automatically ensure these Documents being part of Technical Bid.*

SUBMISSION OF BIDS

- 1) Bidder should log into the site well in advance for bid submission so that they can 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.
- 2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.

- 3) Bidder has to select the payment option as “offline” to pay the tender fee / EMD as applicable and enter details of the instrument.
- 4) Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
- 5) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders 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.
- 6) The server time (which is displayed on the bidders’ dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- 7) All the documents being submitted by the bidders 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 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener’s public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 8) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 9) Upon the successful and timely submission of bids (i.e. after Clicking “Freeze Bid Submission” in the portal), 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.
- 10) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

ASSISTANCE TO BIDDERS

- 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.
- 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 details of the helpdesk are +91 0120-4711 508, +91 0120-4200462, +91 0120-4001002, +91 0120-4001005 and support-eproc@nic.in .

TERMS & CONDITIONS

1. It may kindly be noted that your bid should:

a. Two Bid system (Technical Bid + Financial Bid)

2. The acceptance of the quotation will rest with the competent authority, who does not bind himself to accept the lowest quotation and reserves the right to himself to reject, or partially accept any or all the quotations received without assigning any reason.
3. Price quoted should be as per the BoQ and valid for a minimum period of 120 days from the date of opening of the quotation. The rate quoted should be free delivery at IITH Stores, Kandi 502285.
4. Complete specification with manufacturer's name and address should be given while quoting. Literature/Pamphlets should also be enclosed wherever applicable
5. In case the items in the enquiry are covered by any rate contract or running contract finalized by any other state or central Government, it should be specified in your quotation and accepted contract rates should also be mentioned.
6. e-Delivery / Delivery period: Software / Material should be delivered and installed within 4 Months from the date of issue of purchase order. The offered delivery period shall have to be strictly adhered to in case an order is placed.
7. Liquidated Damages Clause for delays: The applicable rate is 0.5% per week and maximum deduction is 10% of the contract price.
8. If the deliveries are not maintained and due to that account the purchaser is forced to buy the material at your risk and cost from elsewhere, the loss or damage that may be sustained there by will be recovered from the defaulting supplier.

9. Payment: - No advance payments are allowed

a. INDIGENIOUS

For Indigenous items, 100% payment after supply, installation and demonstration of the whole system/software to the satisfaction of the Institute/Scientist/Technologist/Indenter/Professor etc and submission of performance bank guarantee (PBG).

10. IIT Hyd is registered with Dept. of Scientific & Industrial Research, Govt. of India and concessional customs duty is livable vide notification No.51/96-Customs dated 23.07.1996.

11. Security Deposit:

Within fifteen (15) days of the award of contract, the vendor shall furnish a Security Deposit amounting to 10% of the purchase order value in the form of Demand Draft/Bank Guarantee (from scheduled Bank only) favoring the Director, IIT Hyd. The Bank Guarantee should be submitted/routed through the NeSL Portal.

- I. The Security Deposit will be encashed/claimed by IITH if the vendor fails to execute the order.
- II. The Security Deposit should be valid for warranty period + 60 days, as the same will extend the same as Performance Bank Guarantee. Hence while preparing the BG, the delivery period and installation and warranty + 60 days needs to be accounted for to cover the BG validity period.
- III. This Security Deposit will be refunded to the vendor only on satisfactory completion of all contractual obligations including warranty as per this Tender and Purchase Order issued against this Tender.
- IV. Bank Guarantee wherever mentioned in this document may be read as “Bank Guarantee from any Scheduled Bank” only.

12. Earnest Money Deposit (EMD) :

The tender documents must be accompanied by Earnest Money Deposit (EMD) of **Rs. 4,30,000/-** in the form of Insurance Surety Bonds/Account Payee/Demand Draft/Fixed Deposit Receipt/Banker's Cheque/ Bank guarantee from any commercial Banks on any Scheduled/Nationalized Bank **in favour of the Director, Indian Institute of Technology Hyderabad.**

The original documents/instruments of EMD (Bank Guarantee/ Demand Draft etc) should be posted/couriered/given in person to the Stores & Purchase Section of IIT Hyd on or before opening of Technical Bid. In case of non-receipt of original document before the due date of opening of technical bid, the uploaded bid will be summarily rejected. The EMD can also be paid online , as per the bank details provided in the clause 30. Details of the payment made to be attached with the technical bid.

Note: If in the view of bidder, any exemption / relaxation is applicable to them from any of the eligibility requirements, under any Rules / Guidelines/ Directives of Government of India, bidder may submit their claim for the applicable exemption /relaxation, quoting the valid Rule/Guidelines/ Directives with a copy of such notification. In this case the bidder must submit necessary and sufficient documents along with the technical bid, in support of their claim. The relevant and valid certificates in support of claim of exemption must be submitted along with the Technical Bid.

13. Pre-installation: The BIDDER has to state in detail the Electrical Power/UPS requirements, floor Space, head room, foundation needed and also to state whether Air-conditioned environment is needed to house the system and to run the tests. i.e. pre-installation facilities required for installation may please be intimated in the technical bid. Subsequently, before the consignment lands in IIT Hyd the bidder shall confirm that the pre-installation requirements are sufficient for installation of the equipment. The BIDDER should continuously monitor the pre-installation requirements and see that everything is ready before the consignment is taken to the site for installation.

14. Installation:

- a) BIDDER shall be responsible for installation / demonstration wherever applicable and for after sales service during the warranty and thereafter.
- b) Installation demonstration to be arranged by the supplier free of cost and the same is to be done within 15 days of the arrival of the equipment at site, unless otherwise instructed by the Institute
- c) After successful installation what will be the minimum down time of equipment/instrument in case of breakdown. If the identified firm or person fails to put the system into working condition what is the further alternative course of action suggested to adhere to minimum down time should be covered in the Technical Bid.

15. Inspection:

- a) The inspection of the system will be done by our technical expert /Scientist/Indenting Officer in the presence of the firm's representative.
- b) In case of receipt of the material in short supply or damaged condition the supplier will have to arrange the supplies/ replacement of goods free of cost pending the settlement of the insurance case wherever applicable on FOR at the IIT Hyd.

- 16. Training:** Wherever needed, Scientist/Technical persons of the Institute should be trained by the supplier at the project site free of cost. In case the person is to be trained at a supplier's site abroad or in India it should be mentioned in the quotation clearly. The supplier should bear all the expenses for such training including 'to & fro' fares and lodging & boarding charges.

17. Warranty / Support:

- a) The items covered by the schedule of requirement shall carry a minimum **Three (03)** year of comprehensive warranty from the date of acceptance by IIT Hyd. Warranty shall include free maintenance of the whole equipment supplied including free replacement of parts. The defects, if any, shall be attended to on immediate basis but in no case any defect should prolong for more than 24 hours. The comprehensive warranty includes onsite warranty with parts.
- b) The defects, if any, during the guarantee/warranty period are to be rectified free of charge by arranging free replacement wherever necessary. This includes cost, insurance, freight, custom duty, local taxes if any should be borne by the beneficiary or his agent. No cost will be borne by IIT Hyd.
- c) The Bidder shall assure the supply of spare parts after warranty is over for maintenance of the equipment supplied if and when required for a period of 10 years from the date of supply of equipment on payment on approved price list basis.
- d) The items must be supported by a Service Centre in India manned by the service engineers/personnel's. The support through this Centre must be available during all working days and hours.
- e) The manufacturer/OEM should facilitate the bidder/Agent on a regular basis with technology / product updates & extend support for the warranty as well.
- f) The vendor will have to arrange for all the testing equipment & tools required for installation, testing & maintenance etc.
- g) The principal vendor must have local logistics support by maintaining spares in the country of deployment of the equipment, with the Indian Agent. This is to ensure immediate delivery of spares parts from the Principal Vendor of equipment to its channel partner/system integrator.

h) Details of the agency who shall maintain during warranty and undertake Annual Maintenance Contract/Comprehensive Service Maintenance Contract beyond warranty shall be given in the offer. In case of foreign quote, the Indian Agent who shall maintain during warranty and AMC beyond warranty shall be given in the Technical Offer

i) **Commencement of Warranty Period:** The warranty period of an item shall commence from the date of successful installation, commissioning and demonstration at IIT Hyd. The warranty period and validity of Performance Guarantee shall be extended for the period of delay in satisfactory installation and delay in warranty services.

18. **Indemnity:** The vendor shall indemnify, protect and save IIT Hyd against all claims, losses, costs, damages, expenses, action suits and other proceeding, resulting from infringement of any law pertaining to patent, trademarks, copyrights etc. or such other statutory infringements in respect of all the equipment supplied by the bidder/OEM.

19. All supplies are subject to inspection and approval before acceptance. Manufacturer warranty certificates and manufacturer/Government approved lab test certificate shall be furnished along with the supply, wherever applicable.

20. Kindly furnish your PAN & GST Number etc. in your quotation for our records.

21. Conditional tenders will not be accepted.

22. **Requirement of registration:** Vide Ministry of Finance OM No. 6/18/2019-PPD dated 23rd July 2020.

i. Any bidder from a country sharing a land border with India will be eligible to bid in this tender only if the bidder is registered with the Department for Promotion of Industry and Internal Trade (DPIIT).

ii. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.

iii. "Bidder from a country which shares a land border with India" for the purpose of this Order means:

iv. An entity incorporated, established or registered in such a country; or

v. A subsidiary of an entity incorporated, established or registered in such a country; or

vi. An entity substantially controlled through entities incorporated, established or registered in such a country; or

- vii. An entity whose beneficial owner is situated in such a country; or
- viii. An Indian (or other) agent of such an entity; or
- ix. A natural person who is a citizen of such a country; or
- x. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.

For details about registration procedures please visit the above mentioned OM. Mandatory documentary evidence regarding the bidder's registration with DPIIT is to be submitted along with the tender, failing which the tender shall be liable for rejection. Bidders are also requested to submit the Model Certificates as **per Annexure** for this tender as mentioned in the Ministry of Finance OM No. 6/18/2019-PPD dated 23rd July 2020.

23. Public Procurement (Preference to Make in India), Order 2017:

- a. IIT Hyd shall compare all substantially responsive bids to determine the lowest valued bid. This Institute is following and abide with the Public Procurement (Preference to Make in India), Order 2017, DIPP, MoCI Order No. P-45021/2/2017-B.E.II dated 15th June 2017 and its subsequent amendments. Accordingly, preference will be given to the Make in India products while evaluating the bids, however, it is the sole responsibility of the bidder(s) to specify the product quoted by them is of Make in India product along with respective documentary evidence as stipulated in the aforesaid order in the technical bid itself.
- b. As per the above order and its subsequent amendments "Local Content" means the amount of value added in India which shall be value of the item procured (excluding net domestic indirect taxes) minus the value of the imported content in the item (including all the custom duties) as a proportion of the total value, in percent. Accordingly, the suppliers will be classified in following categories.
 - i) Class I local Supplier – has local content minimum 50%
 - ii) Class II local Supplier – has local content minimum 20%
- c. **Verification of Local Content:** The Class I Local Supplier /Class II Local Supplier at the time of bidding shall be required to indicate the percentage of local content and provide self-certification as per Annexure D that the items offered meet the local content requirement. The details of the location(s) at which the local value addition is made also needs to be specified.
- d. **The bidders can be debarred for a period up to two years as, per Rule 151(iii) of GFR 2017, in case of false declaration.**

Complaint Redressal Mechanism:

In case any complaint received by the procuring agency or the concerned Ministry/Department against the claim of a bidder regarding local content/domestic value addition in a product, the same shall be referred to competent authority at IITH or the relevant Ministry.

The bidder against whom the complaint is received shall be required to furnish the necessary documentation in support of the domestic value addition claimed in the product to authority. If no information is furnished by the bidder, such laboratories may take further necessary action, to establish the bonafides of the claim

A complaint fee of Rs. 2 lakh or 1% of the value of the domestically manufactured products being procured (subject to a maximum of Rs.5 lakh), whichever is higher, to be paid by Demand Draft to be deposited with Procuring Institute. In case, the complaint is found to be incorrect, the complaint fee shall be forfeited. In case, the complaint is upheld and found to be substantially correct, the deposited fee of the complainant would be refunded without any interest.

False declarations will be in breach of the Code of Integrity under Rule 175 (1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.

24. **ARBITRATION:**

- a. Unless otherwise specified, in all cases of disputes which cannot be settled by mutual negotiations, the disputes or differences shall finally be settled and binding on both parties by arbitration in conformity with the rules of Indian Arbitration Act, 1940. All disputes or differences what so ever arising between the parties out of relating to the construction, meaning and operation or effect of the general terms and conditions including the Purchase Order or the breach thereof shall be settled by Arbitration Act, 1940 and the award made in pursuance thereof shall be binding on the parties.
- b. Performance of the purchase order shall continue during arbitration and any subsequent proceedings.
- c. The Jurisdiction and Venue of arbitration shall be Hyderabad. The Arbitrator will be the Director, IIT Hyderabad, or his nominee.

25. **Note for MSME/NSIC Bidder:** If in the view of bidder, any exemption /preference/ relaxation is applicable to them from any of the eligibility requirements, under any Rules / Guidelines/ Directives of Government of India, bidder may submit their claim for the applicable exemption /relaxation, quoting the valid Rule/Guidelines/ Directives with a copy of such notification. In this case the bidder must submit necessary and sufficient documents along with the technical bid, in support of their claim. The relevant and valid certificates in support of claim of exemption must be submitted along with the Technical Bid.

26. **Force Majeure:** IIT Hyd may consider relaxing the penalty and delivery requirements, as specified in this document, if and to the extent that the delay, in performance or other failure to perform its obligations under the Contract, is the result of a Force Majeure.

Force Majeure is defined as an event of effect that cannot reasonably be anticipated such as acts of God (like earthquakes, floods, storms etc.) acts of states, the direct and indirect consequences of wars (declared or undeclared) hostilities, national emergencies, civil commotion and strikes at successful Bidder's premises.

27. **Dispute Settlement:** IIT Hyd and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

If, after twenty-one (21) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the IIT Hyd or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration.

Arbitration may be commenced prior to or after delivery of the Goods under the Contract. The dispute settlement mechanism/arbitration proceedings shall be concluded as under:

(a) In case of Dispute or difference arising between the IIT Hyd and a domestic supplier relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Indian Arbitration & Conciliation Act, 1996, the rules there under and any statutory modifications or re-enactments thereof shall apply to the arbitration proceedings. The dispute shall be referred to the Director IIT Hyd, if he is unable/ unwilling to act, to the sole arbitration of some other person appointed by him willing to act as such Arbitrator. The award of the arbitrator so appointed shall be final, conclusive and binding on all parties to this order.

(b) In the case of a dispute between the Purchase and a Foreign supplier, the dispute shall be settled by arbitration in accordance with provision of sub-clause (a) above. But if this is not acceptable to the supplier then the dispute shall be settled in accordance with provisions of UNCITRAL (United Nations Commission on International Trade Law) Arbitration Rules. The venue of the arbitration shall be the place from where the purchase order or contract is issued.

28. **Jurisdiction:** The disputes, legal matters, court matters, if any, shall be subject to Hyderabad Jurisdiction only.

29. The Director, IIT Hyd reserves the right to accept the offer in full or in parts or reject summarily or partly and also reserves the right to cancel the tender at any stage without assigning reasons.

30. **Tender Fees** : Tender Fees of **Rs. 2,360/- (including 18% GST)** in the form of Demand Draft/Bankers cheque in the name of Director IIT Hyd, should be submitted. The Demand Draft/Bankers Cheque in original should be posted/couriered/given in person to the Stores & Purchase Section of IIT Hyd , before the last date of Opening of Technical Bid. In case of non-receipt of original document before the due date of opening of technical bid, the uploaded bid will be summarily rejected.

For Online Payment of EMD /& Tender Fees : The EMD/Tender Fees can be also be paid online , the bank details are as follows:

Name of the Bank & IIT Hyderabad	Account Number	IFSC CODE	Branch code
SBI	30412797764	SBIN0014182	14182

The Online payment proof needs to be uploaded along with the Technical Bid.

Sr. No		Specifications
1	Radios	2.4 GHz 802.11b/g/n/ax client access radio
		5 GHz 802.11a/n/ac/ax client access radio
		2.4 GHz & 5 GHz dual-band WIDS/WIPS, spectrum analysis, & location analytics radio
		2.4 GHz Bluetooth Low Energy (BLE) radio with Beacon and BLE scanning support
		Concurrent operation of all four radios
		Supported frequency bands
		2.401 - 2.484 GHz
		5.150 - 5.250 GHz (UNII-1)
		5.250-5.350 GHz (UNII-2A)
		5.490 - 5.730 GHz (UNII-2C)
		5.735 -5.825 GHz (UNII-3)
2	Antenna	Internal Antenna (5.1dBi max gain at 2.4 GHz, 5.9dBi max gain at 5 GHz)
3	802.11ax, 802.11ac Wave 2 and 802.11n Capabilities	DL-OFDMA**, UL-OFDMA**, TWT support**, BSS Coloring**
		2.4GHz: 2 x 2 multiple input, multiple output (MIMO) with two spatial streams
		5GHz: 4 x 4 multiple input, multiple output (MIMO) with four spatial streams
		SU-MIMO, UL MU-MIMO** and DL MU-MIMO support
		Maximal ratio combining (MRC) & beamforming
		20 and 40 MHz channels (802.11n); 20, 40, and 80 MHz channels (802.11ac Wave 2); 20, 40 and 80 MHz channels (802.11ax)
		Up to 1024-QAM on both 2.4 GHz & 5 GHz bands
		Packet aggregation
4	Power	Power over Ethernet: 42.5 - 57 V (802.3at) or 37 - 57 V (802.3af) - low power mode **
		Alternative: 12 V DC input
		Power consumption: 30W max (802.3at) or 15W max (802.3af) - low power mode **
5	Interfaces	1x 100/1000/2.5G BASE-T Ethernet (RJ45)
		1x DC power connector (5.5 mm x 2.5 mm, center positive)
6	Mounting	All standard mounting hardware included
		Desktop, ceiling, and wall mount capable
		Ceiling tile rail (9/16, 15/16 or 1 1/2" flush or recessed rails), assorted cable junction boxes
		Bubble level on the mounting cradle for accurate horizontal wall mounting
7	Physical Security	Two security screw options (included) (13.5 mm long and 2.5 mm diameter and 5 mm head)

		Kensington lock hard point
		Concealed mount plate with anti-tamper cable bay
8	Environment	Operating altitude: Up to 40,000 feet (12,192 meters)
		Operating temperature: 32 °F to 104 °F (0 °C to 40 °C)
		Humidity: 5 to 95% non-condensing
9	Reliability	Mean Time Between Failure (MTBF): 500,000 hours at +25°C operating temperature
10	Physical Dimensions	12.05" × 5.06" × 1.74" (30.6 cm × 12.84 cm × 4.43 cm), not including desk mount feet or mount plate
		Weight: 26.07 oz (739 g)
11	Security	Integrated Layer 7 firewall with mobile device policy management
		Real-time WIDS/WIPS with alerting and automatic rogue AP containment with Air Marshal
		Flexible guest access with device isolation
		VLAN tagging (802.1q) and tunneling with IPsec VPN
		PCI compliance reporting
		WEP***, WPA, WPA2-PSK, WPA2-Enterprise with 802.1X, WPA3 - Personal**, WPA3 - Enterprise**, WPA3 - Enhanced Open (OWE)**
		EAP-TLS, EAP-TTLS, EAP-MSCHAPv2, EAP-SIM
		TKIP and AES encryption
		Enterprise Mobility Management (EMM) & Mobile Device Management (MDM) integration
		Cisco ISE integration for Guest access and BYOD Posturing
12	Quality of Service	Advanced Power Save (U-APSD)
		WMM Access Categories with DSCP and 802.1p support
		Layer 7 application traffic identification and shaping
13	Mobility	PMK, OKC, & 802.11r for fast Layer 2 roaming
		Distributed or centralized layer 3 roaming
14	Analytics	Embedded location analytics reporting and device tracking
		Global L7 traffic analytics reporting per network, per device, & per application
15	LED Indicators	1 power/booting/firmware upgrade status

16	Warranty & Support:	<p>APs should have a 3 Year Warranty.</p> <p>Service :24x7x365 online OEM TAC support for 3 years</p> <p>Bidder response time: within 1 Hr, onsite support within 4 Hrs over a period of 3 years from the date of complete installation.</p> <p>Bidder and OEM: 8x5XNBD, Next Business day delivery of replacement part(s) for Hardware problems for 3 years</p> <p>Hardware replacement: 8x5XNBD, Next Business Day for 3 Years Duration.</p> <p>Software upgrades/updates shall be included as part of the warranty</p>
17	Solution	<p>Solution should be proposed with all the required licenses to work from Day-1</p> <p>The Total solution should come with all required feature licenses from first day of installation</p> <p>The Total solution should have 3 years hardware warranty</p> <p>The Total solution should have technical support for software, Software upgrades, all license cost for the first 3 years.</p> <p>The Total solution should come with the latest and updated version available at no extra cost.</p> <p>The total solution should come with 3 years warranty which will provide 8x5xNBD Next Business Day advance hardware replacement and 24x7x365 days a year online TAC support.</p> <p>Vendors should provide 3 years' warranty which shall provide 24x7x365 days a year online TAC support. A proof of this offering to be submitted</p> <p>"Solution should support all the below mentioned features from Day One. Additional licenses or Additional Modules or Parts , Mounting Kits, brackets and required material, Antennas, any hardware or software required for the proposed solution should work from Day One and must be mentioned in the Bid"</p> <p>Supplied products with HA mode and licenses should be supported for 3 years' warranty from the Installation completion date. 3 Years OEM Premium support bundle with 24x7x365 days online TAC support, 8x5xNBD Next Business Day RMA, software updates and subscription update support.</p>

Solution should support all the below mentioned features from Day One. Additional licenses or Additional Modules or Parts , Mounting Kits , brackets and required material, Antennas, any hardware or software required for the proposed solution must be mentioned in the Bid

Technical Specifications of Enterprise Grade Campus Core Switches - Qty 2 in High Availability with 36 Months Warranty and Support	
S. No.	General Specifications
1.0	General Features & Performance:
1.1.1	Should be a Chassis based switch with at least 4 payload slots and additional two slot to accommodate two nos. of switch processor from Day-1
1.1.2	The proposed switch supports redundant CPUs. Should support Non-Stop Forwarding and Stateful Switchover to ensure information between supervisor engines are fully to allow the standby supervisor engine to take over in sub second time if the primary supervisor fails. The switch should support the primary supervisor from day 1.
1.1.3	Switch should have non-blocking per-slot throughput from day 1.
1.1.4	Shall support In Service Software Upgrade (ISSU) or Hit less update to provide an upgrade of the entire chassis or an individual task/process without impacting hardware forwarding from Day-1
1.1.5	Switch should have redundant power supply from day 1.
1.1.6	Shall support Single Operating System binary image for all switch models proposed as part of the design from Day-1
1.1.7	Switch should support field replaceable components such as Supervisor, Line cards, Power-supply and Fan trays from Day-1
1.1.8	Platform should be SDN ready from day 1.
1.1.9	Should have 32 GB DRAM and 16 GB Flash with 960GB SSD to host 3rd party container-based application from Day-1
1.1.10	The switch chassis should support up to 25 Tbps switching capacity from Day-1
1.1.11	The switch should support minimum 8 Bpps from Day-1
1.1.12	The switch should support IPv4 Routing entry support: Upto 2 million from Day-1
1.1.13	The switch should support IPv6 Routing entry support: Upto 2 million from Day-1
1.1.14	The switch should support Multicast Routing entry support: 32K from Day-1
1.1.15	The switch should support MAC addresses support: Upto 256K from Day-1
1.1.16	The switch should support ARP entries of up to 128K from Day-1
1.1.17	The switch should support VLANs ID: 4K from Day-1

1.1.18	The switch should support ACL & QOS entry support (upto 10K Security ACL & upto 10K QOS ACL) from Day-1
1.1.19	Packet buffer shall be 80 MB ((Shared Memory System) and HW should be ready to support up to 8GB of HBM buffer. from Day-1
1.1.20	The device should be IPv6 ready from day one
1.1.21	Must support BGP, MPLS, IS-IS, VRF, VXLAN, OSPF Routed Access, Policy-Based Routing (PBR), PIM SM, and Virtual Router Redundancy Protocol (VRRP) from Day 1
1.1.22	Should support STP, MSTP, Private VLAN (PVLAN), First Hop Security, Link Aggregation Protocol (LACP) from Day-1
1.1.23	Should support Trucking, Q-in-Q, Shaped Round Robin (SRR) scheduling, Committed Information Rate (CIR), and eight egress queues per port from Day-1
1.1.24	Should have AES-256 support with MACSEC-256 encryption algorithm on hardware from Day-1
1.1.25	During system boots, the system's software signatures should be checked for integrity. System should capable to understand that system OS are authentic and unmodified, it should have cryptographically signed images to provide assurance that the firmware & BIOS are authentic from Day-1
1.1.26	OS should have support for Management automation via Netconf /Yang or equivalent from Day-1
1.1.27	Should support Streaming Telemetry, Net flow /Sflow/Jflow, SPAN, RSPAN or equivalent from Day-1
1.1.28	Solution should support pairing of two switches into one virtual switch. Solution shall simplify operational efficiency with single control and management plane, scaled system bandwidth with distributed forwarding plane, and assist in building resilient networks. from Day-1
1.1.29	All the cables necessary for forming one logical switch shall be included in the solution from Day-1
1.1.30	Switch shall support NTP, shall have NTP server functionality from Day-1
1.1.31	Switch shall support DHCP Relay from Day-1
1.1.32	Switch shall support LLDP from Day-1
1.1.33	Switch shall support IPv4 DHCP server from Day-1
1.1.34	Switch shall support IPv6 DHCP server from Day-1 from Day-1
1.1.35	Switch shall support ARP Snooping from Day-1
1.1.36	Switch shall support DHCP Snooping from Day-1
1.1.37	Switch shall support IPv6 routing, OSPFv3, OSPFv2, Multi area OSPF from Day-1
1.1.38	Switch shall support Policy Based Routing from Day-1

1.1.39	Switch shall support MLD snooping from Day-1
1.1.40	Switch shall support L2/L3 Virtual Network Interface (VNI) from Day-1
1.1.41	Shall be upto max 10 Rack Units from Day-1
1.1.42	Support Simple Network Management Protocol (SNMPv1, SNMPv2c, SNMPV3) from Day-1
1.2	Interface
1.2.1	From day-1, Each switch chassi shall be populated with: 1. 48 Port Port 25GE/10GE/1GE line card with a) 12x10G SR Enterprise Transceivers per Switch b) 36x10G LR Enterprise Transceivers per Switch 2. 24-Port 40GE/12-Port 100GE line card with a) 2xQSFP40G BiDi Short-reach Transceiver per Switch
1.2.2	1 x Console port from Day-1
1.3	Scalability:
1.3.1	Chassis should be ready to support 400G ports, if required.
1.3.2	Chassis should support QSFP28 ports, if required
1.4	Certification:
1.4.1	The switch should be CE Marking, UL 60950, EN 60950 and ROHS5
1.5	Solution
1.5.1	Solution should be proposed with all the required licenses to work from Day-1
1.5.2	The Total solution should come with all required feature licenses from first day of installation
1.5.3	The Total solution should have 3 years hardware warranty
1.5.4	The Total solution should have technical support for software, Software upgrades, all license cost for first 3 years.
1.5.5	The Total solution should come with the latest and updated version available at no extra cost
1.5.6	The total solution should come with 3 years warranty which will provide 24X7X4 advance hardware replacement and 24x7x365 days a year online TAC support.
1.5.7	Vendors should provide 3 years' warranty which shall provide 24x7x365 days a year online TAC support. A proof of this offering to be submitted

1.5.8	Supplied products with HA mode and licenses should be supported for 3 years' warranty from the Installation completion date. 3 Years OEM support bundle with 24x7x365 days online TAC support, 24x7x4 RMA, software updates and subscription update support.
1.5.9	Bidder should provide onsite support within 4 Hrs and provide 24*7*4 replacement part delivery for hardware problems.
1.5.10	Vendor should provide 3 years' warranty which will provide 24X7X4 advance hardware replacement and 24x7x365 days a year online TAC support.
1.6	Warranty & Support
1.6.1	<p>Warranty & Support: Core Switches should have a 3 Year Warranty.</p> <p>Service :24x7x365 online OEM TAC support for 3 years</p> <p>Bidder response time: within 1 Hr, onsite support within 4 Hrs over a period of 3 years from the date of complete installation.</p> <p>Bidder and OEM: 24x7x4 RMA for Hardware problems for 3 years</p> <p>Software upgrades/updates shall be included as part of the warranty</p>
	Scope of work include but not limited to
1	Configuration of Core Switches -2 Qty in HA as per IITH requirements
2	Configuration of Access Points - 105 Qty and Cloud WLAN controller as per IITH requirements
3	Mounting of Access Point - 105 Qty as per solution
4	Final Testing of Core Switches -2 Qty , Wi-Fi Access Points - 105 Qty & Cloud Managed WLAN Controller
5	Installation, Commissioning , Documentation, Testing, Training and Optimization etc..

Eligibility Criteria:

1. For the Core Switches: Since this is for the Core Network of IIT Hyderabad, the Bidder should provide Onsite Technical Support within 4 Hrs from the time at which support ticket has been raised either through a Phone call or through Email for 3 years.
2. OEM's Certification authorizing the bidder as a local partner / representative in India for the supply and installation of items indicated with the Tender Document with name and number. Further the OEM should give undertaking for supporting supplied equipment for 3 years directly / through their authorized dealers / vendors.
3. Bidders should provide a single point of contact and should provide call logging and escalation matrix.

4. Vendors must provide letters from the OEM that the offered products are certified and compatible and support will be available with spare parts and accessories for a minimum of 7 years from the date of installation.
5. Manufacturer's Authorization Form should be submitted with the tender number for all the quoted products from the OEM.
6. Proposed components must be Original from the OEM and not refurbished or partly/fully used in some other locations.
7. All the equipment must be compatible with Indian electrical standards and codes.
8. IIT Hyderabad reserves the right to alter the quantity of the components and no reason will be necessary to be provided by the IIT Hyderabad for the same.
9. OEM must adhere to the requirements and quote the products/components/licenses transceivers as per the solution from Day-1.
10. Bidder must adhere to the requirements and quote the products/components/licenses transceivers as per the solution from Day-1.
11. Bidders should mention the Technical Contact Number and email addresses.
12. Bidders must mention the current Escalation Matrix Document for Technical support.
13. All above mentioned features should be available from day 1. Any license required shall be factored from day 1.
14. Software upgrades/updates shall be included as part of the warranty.

For any technical query related to enquiry you may to contact

Mr. Manivel Rajendran, Department of CC, Email: manivel.rajendran@comp.iith.ac.in

For Commercial query

Mr. Suresh Nair - Assistant Registrar, Email : ar.purchase@iith.ac.in

Mr. K. Ramesh Kumar - Assistant Registrar, Email : ar.stores@iith.ac.in

Ms. D Chanchala Devi- Deputy Registrar, Email : hos.snp@iith.ac.in

With CC: office.stores@iith.ac.in

ANNEXURE - A

UNPRICED TECHNICAL BID
(Bidder should provide the following details on Letter head)

Quotation No :

Date:

Name of the Bidder _____

GeM bid No. _____

Sr.No	Item Description	Country of Origin	Make & Model	HSN Code	GST %	Qty
1						
2						
3						
n						

Other Terms & Conditions

1	Payment terms	:
2	Delivery Period from the date of Issue of PO	:
3	Warranty	:
4	Any other additional terms	:

ANNEXURE – B

MANUFACTURER'S AUTHORIZATION & WARRANTY SUPPORT DECLARATION

(ON OEMs Letter head)

Date:

Tender No / GeM bid no:

To
The Director,
Indian Institute of Technology Hyderabad,
Kandi, Hyderabad – 502 284

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

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

Authorized representative of the Manufacturer

Authorized representative Bidder

Signature:

Signature:

Name:

Name:

Address:

Address:

Mobile No:

Mobile No:

Email ID:

Email ID:

ANNEXURE C

Declaration for Local Content (on OEM's Letter Head)

(To be given on Company Letter Head - For tender value below Rs.10 Crores)

(To be given by Statutory Auditor/Cost Auditor/Cost Accountant/CA for tender value above Rs.10 Crores)

Date: _____

To,
The Director,
Indian Institute of Technology Hyderabad,
Kandi, Sangareddy 502284

Sub: Declaration of Local content

Tender Reference No: _____

Name of Tender / Work: - _____

1. Country of Origin of Goods being offered: _____

2. We hereby declare that items offered has ___% local content **(Please provide exact %)**.

3. Details of location at which local value addition will be made / made: (Complete address to be mentioned) _____

"Local Content" means the amount of value added in India which shall, be the total value of the item being offered minus the value of the imported content in the item (including all customs duties) as a proportion of the total value, in percent.

*"*False declaration will be in breach of Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law."*

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

ANNEXURE D

CERTIFICATE BY BIDDER- DPIIT REGISTRATION

“ I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such a country or, / if from such a county, has been registered with the Competent Authority (copy of the Registration Certificate enclosed) . I hereby certify that his bidder fulfils all requirements in this regard and is eligible to be considered.

Signature with Date and Stamp
Of the Bidder

ANNEXURE E

DECLARATION REGARDING CLEAN TRACK/NO LEGAL ACTION

(to be provided on letter head of the firm)

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

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

Date:

Authorized Signatory

Name:

Place:

Designation:

Contact No.:

BIDDER INFORMATION FORM

Company Name : _____

Registration Number : _____

Manufacturer /Distributor for the quoted product : _____

Registered Address : _____

Name of Partners /Director:_____

City : _____

Postal Code : _____

Company's Establishment Year : _____

Company's Nature of Business : _____

Company's Legal Status (tick on appropriate option)

- 1) Limited Company
- 2) Undertaking
- 3) Joint Venture
- 4) Partnership
- 5) Others (In case of Others please specify)

Company Category

- 1) Micro Unit as per MSME
- 2) Small Unit as per MSME
- 3) Medium Unit as per MSME
- 4) Ancillary Unit
- 5) SSI
- 6) Others (In case of Others please specify)



Indian Institute of Technology Hyderabad

Kandi, Sangareddy - 502 284, Telangana, India

Phone: 040-23016071:

Website: www.iith.ac.in, Email: office.stores@iith.ac.in>

CONTACT DETAILS

Contact Name: _____

Email Id : _____

Designation : _____

Phone No : (_____) _____

Mobile No : _____

BANK DETAILS

Name of Beneficiary : _____

A/c. No. CC/CD/SB/OD: _____

Name of Bank : _____

IFSC NO. (Bank) : _____

Branch Address and Branch Code: _____

Other Details

Vendor's PAN No. _____

Vendor's GST _____

ANNEXURE – G

ACCEPTANCE OF TENDER TERMS
(To be given on Company Letterhead)

Date: DD/MM/YYYY

To,

The Director
Indian Institute of Technology Hyderabad
Kandi – 502 285.Telangana, India

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No/GeM Bid no: _____

Name of Tender / Work: -

Dear Sir,

1. I/ We have downloaded / obtained the tender document(s) for the above mentioned ‘Tender’ from the web site(s) namely _____ as per your advertisement, given in the above mentioned website(s).

2. I / We hereby certify that I / we have read the entire terms and conditions of the tender documents (including all documents like annexure(s), schedule(s), etc .), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.

3. The corrigendum(s) issued from time to time by your department/ organization too have also been taken into consideration, while submitting this acceptance letter.

4. I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirety.

5. I / We certify that all information furnished by the our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/ organization shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely.

Yours Faithfully,

(Signature of the Bidder, with Official Seal)

ANNEXURE-H

PRE CONTRACT INTEGRITY PACT

General

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on _____ day of the month of _____ 20XX, between, on one hand, the President of India acting through Shri _____, Designation of the officer, Ministry / Department, Government of India (hereinafter called the “BUYER”, which expression shall mean and include, unless the context otherwise required, his successors in office and assigns) of the First part and M/s _____ represented by Shri _____, Chief Executive Officer (hereinafter called the “BIDDER/ Seller” which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) 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 Ministry/Department of the Government of India/PSU 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 in 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. The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, with demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favor 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.

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.

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.

4. 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

0. 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: -

1. The BIDDER will not offer, directly or through intermediaries, 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, 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.

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 o 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 disfavour to any person in relation to the contract or any other contract with the Government.

3. BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.

4. BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.

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 defence stores and has not engaged any individual or firm or company whether India 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.

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.

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.

8. The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

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.

10. The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

11. The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

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.

13. The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.

14. 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.

Previous Transgression

1. The BIDDER declares the no previous transgression occurred in the last three years immediately before signing of the 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.

2. The BIDDER agrees that if it makes an incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such a reason.

Earnest Money (Security Deposit)

1. While submitting commercial bid, the BIDDER shall deposit an amount _____ (to be specified in RFP) as Earnest Money/Security Deposit, with the BUYER through any of the following instruments:

(i) Bank Draft in favor of _____

(ii) A confirmed 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 BUYER shall be treated as conclusive proof of payment.

(iii) Any other mode or through any other instruments (to be specified in the RFP).

2. The Earnest Money / Security Deposit shall be valid upto a period of five years 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.

3. In case of the Implementing Agency a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions of 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.

4. No interest shall be payable by the BUYER to the BIDDER on Earnest Money/Security Deposit for the period of its currency.

Sanction for Violations

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 encash 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 five years, which may be further extended at the discretion of the BUYER.

(viii) To recover all sums paid in violation of this Pact by 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.

2.The BUYER will be entitled to take all or any of the actions mentioned at para 6.1(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.

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.

Fall Clause

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 Ministry/Department of the Government of India or PSU and if it is found at any stage that similar product/systems or subsystems was supplied by the BIDDER to any other Ministry/Department of the Government of India or a 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.

Facilitation of Investigation

In case of any allegation of violation of any provisions of this Pact of 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 and documents in English and shall extend all possible help for the purpose of such examination.

Law and Place of Jurisdiction

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the BUYER.

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.

Validity

1. The validity of this Integrity Pact shall be from date of its signing and extend upto 5 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.
2. Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

The parties hereby sign this Integrity Pact at _____ on _____

Buyer

Bidder

Name of the Officer

CHIEF EXECUTIVE OFFICER

Designation

Deptt. /MINISTRY/PSU

Witness

Witness

1. _____

1. _____

2. _____

2. _____

ANNEXURE-I



Indian Institute of Technology Hyderabad

Kandi, Sangareddy - 502 284, Telangana, India

Phone: 040-23016071:

Website: www.iith.ac.in, Email: office.stores@iith.ac.in>

FORMAT FOR PERFORMANCE BANK GUARANTEE

To

Indian Institute of Technology Hyderabad.
Kandi,
Sangareddy 502284

Dear Sirs,

In consideration of the Indian Institute of Technology Hyderabad (hereinafter referred to as the "Buyer" which expression shall unless excluded by or repugnant to the context or meaning thereof, include its successors administrators and assigns) having issued to (Name of the seller) with its Registered / Head Office at (hereinafter referred to as the "Seller" which expression shall unless excluded by or repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) an order bearing Purchase Order No. dated and the same having been unequivocally accepted by the seller resulting into a Contract between the buyer and the seller for supply of, more fully described in the said Purchase Order and the buyer in terms of one of the provisions of the said Purchase Order and whereas the Seller has undertaken to produce a Bank Guarantee amounting to Rs. _____, which is **10%** of the Contract value in aggregate for Performance and Warranty to the Buyers.

We, the _____ bank hereby expressly, irrevocably and unreservedly undertake the guarantee as Principal obligations on behalf of the SELLER that, in the event that the BUYER declares to us that the amount claimed is due by way of loss or damage caused to or would be caused or suffered by the BUYER by reason of breach/failure to perform by the said SELLER of any of the terms and conditions in the contract related to the Performance and Warranty clauses, we will pay you, on demand and without demur, all and any sum upto (**10%** of the contract value) Rs. _____ only at any one instance under this Guarantee. Your written demand shall be conclusive evidence to us that such repayment is due under the terms of the said contract. We shall not be entitled to ask you to establish your claim or claims under this guarantee but will pay the same forthwith without any protest or demur. We undertake to effect the payment upon receipt of such written demand.

We shall not be discharged or released from the undertaking and guarantee by any arrangements, variations made between you and the SELLER, indulgence to the SELLER by you, or by any alterations in the obligations of the SELLER or by any forbearance whether as to payment, time performance or otherwise.

We further agree that any such demand made by the BUYER on the Bank shall be conclusive, binding, absolute and unequivocal notwithstanding any difference or dispute or controversy that may exist or arise between you and the Seller or any other person.

In no case shall the amount of this guarantee be increased.



Indian Institute of Technology Hyderabad

Kandi, Sangareddy - 502 284, Telangana, India

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This Performance-cum-Warranty guarantee shall remain valid for a period until 60 days beyond the warranty period i.e. upto _____

Subject to the terms of this Bank Guarantee , the issuing bank hereby irrevocably authorizes the beneficiary to draw the amount upto Rs. _____ (10% of the total contract value) for breach/failure to perform by the Seller of any of the terms and conditions of the contract related to performance and warranty clause. Notwithstanding anything mentioned herein, the total drawings under the Guarantee by the buyer shall not exceed 10% of the total contract value. Partial drawing and multiple drawings under this Bank Guarantee are allowed within the cumulative amount and subject to each such drawing not exceeding 10% of the contract value.

This guarantee shall be a continuing guarantee and shall not be discharged by any change in the constitution of the Bank or in the constitution of M/s. _____. We undertake not to revoke this guarantee during the currency except with previous consent of BUYER in writing.

Notwithstanding anything contained herein above:

- a. Our liability under this Guarantee shall not exceed Rs. _____ (Rupees _____ only (in words)
- b. This Bank Guarantee shall remain valid until 2 months from the date of expiry of warranty period of the contract i.e. upto _____ (mention the date) which is 2 months after expiry of the warranty period and the BG shall cease to be valid after _____ irrespective whether the Original Bank Guarantee is returned to us nor not.
- c. We are liable to pay guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written demand or a claim in writing on or before _____ (Expiry Date)

Dated the _____ day of _____ (month and year)

Place

Signed and delivered by _____ (name of the bank)
Through its authorized signatory
(Signature with Seal)