

## Technical Specifications and Other Terms and Conditions

### Annexure A

### Integrated Smart Rack Data Center Infrastructure – 04 Racks

Indian Institute of Technology, Hyderabad would like to install and deploy Intelligent, Pre-integrated, Modular infrastructure which shall be able to host critical IT technology hardware to run the application. It should be designed in a way that it offers scalability over a period. The design should consider redundancy, scalability and maintainability.

To meet above requirements, Indian Institute of Technology, Hyderabad, wishes to deploy Integrated Smart Data Center Infrastructure/ Intelligent Racks which should deliver the following features and benefits.

These specifications describe requirements for a fully integrated and intelligent Datacenter. The system will be designed to provide active Inrow based precision cooling, Higher efficiency Rack mount Uninterruptible Power System (UPS), IP based Remote Monitoring solution with IT Rack Door level Biometric Access control for Security and Clean agent FK5-1-12 Fire Suppression system for critical IT components.

### Integrated Smart Rack Solution for Data Centre

S. No	Description of Requirements	Compliance (Yes / No)
<b>1</b>	<b>Scope of Work</b>	
a.	This specification covers intelligent integrated/inbuilt infrastructure, standalone system design, engineering, manufacture, assembly, testing at manufacturer's works, supply, delivery at site, unloading, handling, proper storage at site, erection, testing and commissioning at site of complete infrastructure for the proposed Data Centre to be installed at IIT Hyderabad's Kandi campus as detailed in the specification, complete with all accessories required for efficient and trouble-free operations	
b.	Modular and scalable design for power and cooling: The critical components like UPS & Cooling used to design the system should be redundant and in the Events of failure the components can be maintained easily. All the components of the infrastructure should be such that it can be easily dismantled and relocated to different location.	
<b>2</b>	<b>Requirements</b>	
a.	Integrated Smart Rack Infrastructure Solution of 04 no. Prefabricated rack frame, 42U 600mm x 1200mm Racks with integrated Cold and Hot aisle containment of <b>minimum</b> 300/400 mm each, should cater IT load of minimum 15 kW per Rack.	
b.	Intelligent Integrated Smart Rack DC Infrastructure essentially should include internal redundant or backup power supplies, environmental controls (Precision air conditioning, fire suppression, smoke detection, Water leak detection and humidity sensors), and security devices. Both Critical systems like Inrow Cooling System should have N+1/Active redundant topology respectively. Environmental monitoring shall be done from IP based hardware.	
c.	The detailed specifications of the intelligent integrated/inbuilt infrastructure, standalone system shall be in adherence to standard Data Centre guidelines thus shall be composed of multiple active power and cooling distribution paths, but only one path active. Shall have redundant components.	
d.	Integrated Smart Racks should support from minimum 60kW modular UPS with Scalability up to minimum 120kW with minimum 30kW power modules. The UPS should have N+N (2 x 60kVA/kW) capacity and 15 mins of backup at 60kW IT load on each UPS.	
2.1	The Complete Integrated Smart Rack solution must be CE Certified.	

2.2	The Critical Components i.e. UPS, Inrow PAC, Rack, PDU's and monitoring should be from Same OEM.	
3	<b>The Intelligent integrated Smart Rack DC Infrastructure should have following components:</b>	
3.1	<b>In-Row closed loop Air-Conditioning</b>	
3.1.1	Precision Air Cooling solution should be multiple of $\geq 30$ kW sensible cooling capacity to cater the IT load of 60 kw in N+1 topology. The unit to be sized @ minimum 45 °C Ambient temperature & minimum 35°C return air temperature, Supply air temperature should be $22 \pm 2^\circ\text{C}$ . OEM software selection sheet for the cooling unit to be submitted along with the bid. (N+1 Redundancy)	
	Precision Air Conditioner should have following Features:	
a.	<b>03 no.</b> Inrow Cooling units, DX (Variable capacity) type in N+1 Topology.	
b.	The unit incorporates a high efficiency DC brushless compressor with a crankcase heater, filter dryer, moisture indicating sight glass, and an electronic expansion valve.	
c.	The compressor is equipped with an environment-friendly refrigerant (R410A), and a DC brushless type arrangement with variable capacity/speed operation of 30% to 100%.	
d.	The cooling system should be equipped with minimum <b>2 or higher</b> EC fans. The fan speed is variable and can be automatically regulated by the highly intelligent controller through all modes of operation. The fans pull air through the coil and is located on the front side of the unit. The EC fan has the characteristics of high efficiency, energy saving, space saving and hot swappable. The working system should be able to deliver 6500/8000 CMH. Each unit should be able to deliver minimum 140CFM or higher per kW considering high density load	
e.	Inbuilt Heater (minimum 6kW capacity) and Humidifier in each unit	
f.	Outdoor Unit with fan speed controller	
g.	Micro Processor should have capacity to store up to <b>500 or more</b> historical event records	
h.	Inrow PAC should have minimum 4.3" HMI color screen or LCD screen with simple user interface operation. The multi-level password protection feature can effectively prevent unauthorized operation	
i.	The unit is equipped with two G4 rated air filters following with EU4, located within the cabinet, and accessible from the rear side of the unit. A filter clog alarm is also available as an option to alert clogging of the filter.	
j.	Each unit should be provided with a factory installed condensate pump with a head capacity for minimum 6m.	
k.	The controller allows setting and/or monitoring of the following space parameters: <ul style="list-style-type: none"> <li>• Air inlet temperature</li> <li>• Air supply temperature</li> <li>• Return temperature setpoint</li> <li>• Supply temperature setpoint</li> <li>• Humidity (inlet)</li> <li>• Humidity setpoint</li> <li>• Suction pressure</li> <li>• Discharge pressure</li> <li>• Compressor output</li> <li>• Fan output</li> <li>• Heating status</li> <li>• Humidifier status</li> <li>• Supply voltage</li> </ul>	

1.	<p>The example of available warnings/alarms:</p> <ul style="list-style-type: none"> <li>• High supply temperature</li> <li>• Low supply temperature</li> <li>• High return humidity</li> <li>• Low return humidity</li> <li>• Loss of airflow</li> <li>• Compressor low pressure</li> <li>• Compressor high pressure</li> <li>• Electrical heater high temperature (when applicable)</li> <li>• Clogged filter</li> <li>• Supply sensor failure</li> <li>• Humidifier problem</li> <li>• Rack sensor failure</li> </ul>	
k	<p>The electronic expansion valve (EEV) controls the mass flow rate of the refrigerant within the refrigerant circuits at high speed with greater precision. EEV is suitable for DC brushless compressor as an expansion device, with green refrigerants (R410A). EEV provides a better control over superheating at the outlet of the evaporator, thereby ensures that compressor shall never be filled by liquid.</p>	
<b>3.3</b>	<b>Rack Power Distribution (02 no. per rack)</b>	
a.	Each IT rack to have minimum 02 no.32 A , Three phase Basic rPDU per Rack.	
b.	IP based Monitored Intelligent PDU, Unit Level EC, 32 A, 230/400 V, 22 kW, Vertical, (30) IEC C13, (12) IEC C19, 3m Power Cord with 3P+N+E (IP44), Black Powder Coat	
c.	Monitoring parameters – The IPDU should have monitoring capability at the Strip level and Circuit/Breaker monitoring.	
d.	Following monitoring parameter should be available at input level	
	a. Voltage (V)	
	b. Current (A)	
	c. Power factor	
	d. Active power (W/kW)	
	e. Apparent power (VA/kVA)	
	f. Energy consumption (kwh)	
e.	Network communication – PDU should have two Network Ports.	
f.	The IPDU should support grouping of minimum 40 rPDU.	
g.	PDU should support configuration of user defined thresholds, reports and email alerts and send it automatically to the configured users automatically on the scheduled time intervals.	
h.	PDU should support integration with Power Management software/DCIM/Monitoring system for providing periodical data of power consumption.	
<b>3.4</b>	<b>Electrical Power Distribution</b>	
a.	DB panel should be mounted on to utility with all internal cabling integrated into the same. Essential MCB/MCCB should be provided with electrical system. All the PDUs inside all racks should be connected by the UPS. DB panel mounted on Utility rack shall be covered with FK-5-1-12 Gas based fire suppression system.	
<b>3.5</b>	<b>Fire Safety, Security &amp; Access Control</b>	

a.	Fire detection and suppression system should be mounted in panel adjacent to Smart Racks to avoid consumption of any usable U space. It should have Fire alarm and fire suppression unit, and the fire suppression agent should be FK-5-1-12Gas as per NFPA guidelines.	
b.	IP based Biometric Access Control System shall be provided to serve the objective of allowing access to authorized personnel only. The front & rear rack doors will be provided with magnetic locks. Front door will operate on fail-safe principle through one common Biometric access control system.	
c.	The Integrated Smart Rack Data Center Infrastructure should be covered with Rodent repellent system	
<b>3.6</b>	<b>Environmental Controls</b>	
a.	Intelligent Integrated rack should include basic environmental controls: Smoke Detector, Water Leak Detection system, Temperature & Humidity Sensor with display with 6 Temp. sampling point per rack, Door Sensor, Alarm beacon	
<b>3.7</b>	<b>Rack frame and U Space</b>	
a.	4 Nos. of 42 U 600 mm x 1200 mm (Server Rack) with integrated hot & cold aisle containment of minimum 300/400 mm each. Solution should have Min 160 U (total) space available for IT and network equipment.	
b.	Status based LED light to be provided on each rack.	
c.	Each rack enclosure should be physically separated through caged partition at cold & hot aisle to avoid unauthorized access from one rack to another.	
<b>3.8</b>	<b>Local Monitoring</b>	
a.	<b>Minimum</b> 9inch touch screen HMI – Graphical User Interface display should be mounted on the Integrated smart rack solution for local monitoring & capable of monitoring real time PUE of the Integrated smart rack Data Centre.	
<b>3.9</b>	<b>Fire Safety &amp; Security</b>	
a.	<p>Fire Alarm and Fire Suppression System</p> <p>The integrated infrastructure solution should be designed as a complete stand-alone unit with security, fire detection and fire suppression systems. Each of the systems is inter-operable and inter-connected.</p> <p>Environmentally friendly FK-5-1-12 agent is used to ensure that no harm to human beings and environment is caused.</p> <p>Following systems should be installed :</p> <ul style="list-style-type: none"> <li>• FK-5-1-12 Clean Agent for fire suppression system</li> <li>• Fire detection and alarm systems, with detectors and panel</li> <li>• Protected area: The entire enclosed volume of the Intelligent Rack containment including electrical panel mounted in utility cabinet should be protected with fire detection and fire suppression system.</li> <li>• The FK-5-1-12 system is designed and installed as per NFPA 2001-2012 Edition. SMPV, Petroleum and Safety Explosives Organization (PESO) approved cylinder filled with FK-5-1-12is installed in specially designed Modular rack.</li> </ul>	
b.	<p>Biometric Based Access Control</p> <p>The IP based Access Control System shall be used to serve the objective of allowing access to authorized personnel only. The system deployed will be based on Biometric Technology. The front rack doors will be provided with magnetic locks and will operate on fail-safe principle through one common Biometric access control system.</p> <p>The system would be designed and implemented to provide following functionality:</p>	

	<ul style="list-style-type: none"> <li>Configurable system for user defined access</li> <li>Built-in Real Time Clock (RTC), calendar; complete Database stored locally and shall be capable of operating offline on standalone mode.</li> <li>Record, report and archive each and every activity (permission granted and / or rejected) with log formats</li> <li>Fail safe operation in case of no-power condition and abnormal condition such as fire, theft, intrusion, loss of access control, etc.</li> <li>At the biometric reader, user presents the finger to the biometric reader which is unique to each employee. The pattern is read and compared with stored data to grant / deny access.</li> </ul>	
<b>3.10</b>	<b>IP based remote Monitoring</b>	
	Supply and installation 1U rack mountable monitoring system with Sensors & notification system for the Integrated Smart Rack Solution. The system shall continuously collect critical information from network connected devices such as Cooling Units, temperature & humidity sensors, Door sensors, Water Leak sensor and other dry contact monitoring. The solution should have Beacon, Buzzer-Sound and Flash Led Alarm. Based on pre-set parameters, automated email alerts should be sent to the intended recipients.	
	<b>Technical Specification for the monitoring unit:</b>	
<b>a.</b>	<b>Environmental Specification</b>	
	Application site	Integrated Smart Rack Solution
	Operating temperature	0°C to +60°C
	Relative humidity	≤95%RH, no condensation
	Use environment	The dust meets the indoor standard of the GR-63 without corrosive gases, flammable gases, oil mist, water vapor, dripping or salt, etc.
	Power Distribution network	TT/TN
	Protection level	IP20
<b>b.</b>	<b>Physical Specification</b>	
	Main unit	1 U Rack Mounted, with module extension design.
	Power	Support Dual power input AC 100Vac to 240Vac 50Hz/60Hz, <2A, C14 plug
	Monitoring port	Main unit should be with AI/DI/DO/RS485/RS232 ports
	Expansion slot	Should have capacity of adding additional 4 expansion slots to expand the monitoring access ability as per requirement

	Expansion card	Should have capacity of adding Expansion card for AI/DI/DO/RS485/RS232 works with host expansion slot as per requirement	
	LAN Port	Dual LAN RJ-45 electrical 10/100/1000Mbps Ethernet interface with different IP segment to achieve IP network redundancy	
	Fiber port	Should have feature with additional SFP module, if required, to support maximum 1000Mbps optical fiber communication, the port could assign a different IP segment address Vs LAN port	
c.	Certification		
		The monitoring unit gateway should meet CE claims, UL Certified, FCC Certified	
d.	The monitoring unit should be able to perform the following functions as per solution requirement:		
		Device monitoring: the data acquisition and processing of different intelligent devices, and control smart devices through the intelligent interface	
		Safety management: <ul style="list-style-type: none"> <li>Realize local door opening, log recording, etc.</li> <li>Implement firefighting signal connection in the Smart Rack Solution</li> </ul>	
		IT management: <ul style="list-style-type: none"> <li>Monitoring and management of IT device through IPMI</li> <li>Monitor console output of IT device.</li> </ul>	
e.	Performance Specification		
		Environmental:	
		Temperature & Humidity sensor: By default, unit should support up to 32 sensors expandable up to 80 sensors with additional, if required.	
		Digital Input Sensor By default, unit should support up to 12 sensors expandable up to 44 sensors with additional cards, if required.	
		Additional Analog Input, Analog output, Digital output should be connected using the required expansion cards, if required.	

	Infrastructure Management	
	<ul style="list-style-type: none"> <li>• Modbus 485 and/or SNMP Communications</li> <li>• Default of 32 devices in a monitoring module (Can be all Modbus 485, or all SNMP, or a Mix)</li> </ul>	
	Following must be the main functionality of the monitoring unit:	
	<p>Device monitoring:</p> <p>The data acquisition and processing of different intelligent devices, and control smart devices through the intelligent interface</p>	
	<p>Safety management –</p> <ul style="list-style-type: none"> <li>• Access control management - Local access control management, remote door opening, log recording, etc.</li> <li>• Fire-fighting management - Implement fire-fighting signal connection in the Integrated Smart Rack solution.</li> </ul>	
	<p>IT management –</p> <ul style="list-style-type: none"> <li>• IPMI device management - Monitoring and management of IT device through IPMI</li> <li>• Console device management - Monitor console output of IT device</li> <li>• Server shutdown management - Configure a certain strategy to achieve on-off management of the IT server</li> </ul>	
	<p>Thermal management –</p> <ul style="list-style-type: none"> <li>• Teamwork control of air conditioners - According to certain rules, monitor and dispatch each air conditioner participating in the teamwork control to achieve the purpose of reducing air conditioning energy consumption, extending the overall life of the air conditioner, and avoiding competition between the air conditioners in one team.</li> </ul>	
	<p>Power management –</p> <ul style="list-style-type: none"> <li>• Real-time energy consumption: Display PUE and load rate data</li> <li>• History record: Display historical data of PUE and load rate</li> <li>• Energy consumption setting : Set PUE statistics signal, support PUE of power mode and electric energy mode and statistics of system load percentage</li> </ul>	
	<p>Data management –</p> <ul style="list-style-type: none"> <li>• Active alarm: Real-time alarm display, active alarm confirmation</li> <li>• Historical alarm - Query historical alarms and view historical alarm reports in graph form.</li> <li>• Device data - Query device main data, Download device MIB file, Asset information data</li> <li>• Historical data - Query historical data, Display historical data curve reports in the form of visualized charts</li> <li>• Smart report - Display Smart Curve Reports in the form of a visualized chart</li> <li>• Log data - Log data query</li> <li>• Clear data - Clear historical data, historical alarms, and log data</li> </ul>	

	<p>Integrated Smart Rack Solution modelling –</p> <ul style="list-style-type: none"> <li>• Thermal management - Display the temperature field data of each cabinet in the module in 2D form.</li> <li>• Power management - Display the power supply capacity of each cabinet in the module in 2D format.</li> <li>• Asset management - Display the space capacity usage of each cabinet in the module in 2D format.</li> <li>• 2D modeling - Model the module based on the actual configuration of the module</li> </ul> <p>Assets on the shelves - Manage the assets in the module</p>	
	<p>Configuration management</p>	
	<p>Infrastructure Device Management –</p> <ul style="list-style-type: none"> <li>• Add, modify, and delete devices dynamically.</li> <li>• Device type that can be installed and uninstalled, support third-party device access.</li> </ul> <p>Batch configuration –</p> <ul style="list-style-type: none"> <li>• Upload and download configuration files and system files.</li> </ul> <p>Device signal configuration -</p> <ul style="list-style-type: none"> <li>• Modify device name online.</li> <li>• Modify the signal name, signal unit, storage period, storage threshold, and alarm level online.</li> <li>• Modify the status name online.</li> </ul> <p>Notification mode configuration-</p> <ul style="list-style-type: none"> <li>• Alarm notification contents of power environment device, IT device and console. device can be customized according to user requirements.</li> <li>• The user can select the notification mode to receive different levels of alarm information of different devices.</li> <li>• Send system running status according to user configuration timing.</li> </ul> <p>Email configuration-</p> <ul style="list-style-type: none"> <li>• Realize the configuration of voice notification systems of email and Monitoring unit multimedia</li> <li>• Email supports SSL function and supports HTML and plain text mail.</li> <li>• Provide an alarm test function to test whether the user receives the alarm reminder information.</li> </ul>	
	<p><b>The vendor should share the MIB / SNMP string to facilitate the collection of statistics for UPS, AC, and other non-IT equipment for 3<sup>rd</sup> Party support</b></p>	
<b>3.11</b>	<b>Warranty</b>	
i.	Warranty for the complete system shall be 03 years from the date completion of installation & commissioning.	



<b>3.12</b>	<b>Maintenance and Support</b>	
i.	<p><b>After Sale Service</b></p> <ul style="list-style-type: none"> <li>• Service shall be guaranteed by supplier during defect liability period/Warranty Period.</li> <li>• Bidders shall have back-to-back agreement with the product OEM to offer 24 x 7 services through their authorized service engineer for warranty period.</li> <li>• Product OEM shall provide warranty from the date of taking over of the equipment after the acceptance tests.</li> <li>• Basic training and operational training to be provided after the successful installation of DC</li> <li>• Quarterly PM to be carried out during the warranty period</li> </ul>	
<b>3.13</b>	<b>Uninterrupted Power Supply (UPS) System for Critical IT Load 2 Nos</b>	
1.	General Description:	
a.	SITC of True Online double conversion IGBT Based Modular UPS of 60 / 100 kVA/kW Modular UPS scalable to 120 / 1 50 kVA/kW. With N+N redundancy.	
b.	The UPS Frame shall be of modular architecture with power modules rating of 30 kW/kVA. Each power module in each UPS shall have its own intelligent control logic to avoid single point of failure (i.e., peer to peer control). There shall not be any common controller that controls all power modules in connected in parallel. That means instead of having main Or Redundant controller, system shall be having independent controller for each Power module.	
c.	The UPS shall be rated for kVA = kW at 40 °C Continuous	
d.	It shall be possible to insert & remove (Plug In-Plug Out) sub power module from the UPS frame while the UPS is in Online Double Conversion Mode of operation i.e., Sub Power modules shall be swappable without putting the UPS in bypass/battery operation.	
e.	Failure of any sub power module in individual UPS Frame shall not lead to entire Frame Capacity Down but only the failed sub power module capacity shall go down. i.e., In case of Failure of any one Sub Power module, rest of the available power module in the frame shall continue to operate in normal double conversion mode of operation with reduced capacity. This shall also be applicable to all UPS's operating in parallel configuration.	
f.	It shall be possible to interchange the sub power modules among each other in the frame or from any of the other similar Frame without the need of shutdown or programming required by the OEM / Service Team.	
	<b>UPS other technical specification</b>	
A.	<b>General Characteristics</b>	
i.	Continuous duty three phase double conversion uninterruptible power system (UPS); The UPS shall utilize a standard 2/3U size rack mountable power module & scalable array architecture.	

ii.	Hot swappable power module should have its own controller and contains a full rated rectifier, full rated inverter, and battery charging circuit.	
iii.	UPS comprises a user replaceable centralized continuous duty hot swappable bypass static switch module	
iv.	All the conformal coated PCBs shall be used in the modules	
v.	<b>External battery circuit breaker with necessary shunt tripping shall be provided for external battery banks.</b>	
<b>B.</b>	<b>System Characteristics</b>	
	<b>Dimensions, W × D × H (in mm)</b>	<b>Bidder to specify</b>
	<b>Weight ( in kg)</b>	<b>Bidder to specify</b>
	<b>Noise within 1m</b>	<b>Not more than 65 dB</b>
	<b>Operating temperature</b>	<b>0 °C to 40 °C full performance, 40 °C to 50 °C with automatic derating</b>
	<b>Relative humidity</b>	<b>0 to 95%, non-condensing</b>
	<b>Efficiency @ Double conversion mode at 400 VAC</b>	<b>Up to 96%</b>
	<b>Efficiency @ Eco mode</b>	<b>Up to 98.5%</b>
	<b>Efficiency @ dynamic online mode</b>	<b>Up to 98.8%</b>
	<b>Protection degree, IEC (60529)</b>	<b>IP20</b>
<b>C.</b>	<b>Input Characteristics</b>	
	<b>Rated AC input voltage</b>	<b>380/400/415 V (3-phase 4-wire (+PE) TN/TT/IT power distribution system)</b>
	<b>Input voltage tolerance</b>	<b>305-478 at full load; 228 – 305 at line derated load conditions without battery discharge</b>
	<b>Frequency</b>	<b>50/60Hz (tolerance: 40~70)</b>
	<b>Power factor</b>	<b>0.99 (&gt;50% Load)</b>
	<b>Maximum Input current</b>	<b>Maximum input current is 64*4 A</b>
	<b>Harmonic current distortion</b>	<b>&lt;=3 with linear load at full load operation</b>
	<b>Power walk-in duration</b>	<b>Selectable from 5 to 30 s</b>
<b>D.</b>	<b>Intermediate DC Circuit</b>	

	Battery bus voltage	Specify	
	Total Battery Capacity (as per above backup time)	30~ 44 (12Vdc)	
	Charging Mode	Constant current and constant voltage	
	Float voltage V/cell (VRLA)	2.27V/cell (selectable from 2.2V/cell to 2.3V/cell)	
	Temp. compensation (mV/°C/cl)	-3.0 (selectable from 0 to -5.0 around 25°C or 30°C, or inhibit)	
	Ripple voltage (% V float)	≤1.414	
	Ripple current (%)	≤5	
<b>E</b>	<b>UPS Output characteristics</b>		
	Rated AC voltage	380/400/415 (three-phase four-wire, with neutral reference to the bypass neutral)	
	Frequency	50/60 Hz	
	Overload (%)	≤ 105% Continuous 105% to 125% for 10 min 125% to 150% for 1 min 150% to 200% for 200 ms	
	Steady state voltage stability (%)	±1 (balanced load), ±3 (100% unbalanced load)	
	Transient voltage response	±5 %	
	Total harmonic voltage (%)	<1 (100%linear load), <3 (100%non-linear load)	
	Synchronization window (Hz)	Upper limit: 0.5Hz, 1Hz, 2Hz, 3Hz, +10%; Default: +10%. Lower limit: -0.5Hz, -1Hz, -2Hz, -3Hz, -10%; Default: -10%	
	Slew rate (max change rate of synchronization frequency) Hz/s	0.6; setting range: 0.1 ~ 3 (UPS module)	
	Transfer time (ms)	Frequency converter mode: transfer without interruption 0ms; transfer with interruption <=5-20 ms; ECO mode: 4 ms; Dynamic online mode: 0 ms.	
<b>F</b>	<b>Bypass Input Characteristics</b>		
	Rated AC voltage	380/400/415, three-phase four-wire, sharing neutral with the rectifier input and providing neutral reference to the output	
	Overload	110% for continuous, 125% for 10 min 150% for 60 sec >150% no less than 200ms	
	Frequency	50/60 Hz	

	Bypass voltage tolerance (%Vac)	Upper limit: +10% Vac, +15% Vac, or +20% Vac Default: +15% Vac Lower limit: -10% Vac, -20% Vac, -30% Vac, -15% Vac or -40% Vac Default: -20% Vac	
	Bypass frequency tolerance	±10%	
<b>G</b>	Conformity and Standards		
	General and safety requirements for UPS used in operator access areas	IEC 62040-1	
	Electromagnetic compatibility (EMC) requirements for UPS	IEC 62040-2 (Class C3)	
	Method of specifying the performance and test requirements of UPS	IEC 62040-3 (VFI SS 111)	
	Environmental aspects - requirements and reporting	IEC 62040-4	
<b>H</b>	<b>Battery Backup</b>	Minimum 15 min battery back @ 60kVA IT load via 12V SMF Batteries	
	Battery Bank	12V SMF battery	
<b>I</b>	<b>Installation, Testing &amp; Commissioning</b>		
	1. The entire system shall be installed as per manufacturer's recommendations & instructions including all interconnections for supply & control circuits. 2. Under supervision of manufacturer's representative all system functions, operations, protective features shall be checked & pre-set to ensure compliance or specifications.		

## MINIMUM ELIGIBILITY CRITERIA FOR OEM

The OEM should adhere & comply to the following minimum eligibility criteria for the bid:

- The Integrated Smart Rack solution must be CE Certified.
- Critical Component's for Integrated Smart Racks Data Centre Solution (Rack, UPS, Cooling, intelligent rack PDU and monitoring system along with temperature & humidity sensor) should be from same & single OEM for Seamless Integration & better Service Supports.
- The Smart rack OEM should have **at least 05 years** of experience in executing similar works (Similar works means – "SITC of Integrated Smart Rack Infrastructure of minimum **04 rack configuration**") in Central/State/PSU Organizations. Completion Certificate, as a proof of experience, signed by the concerned authorities to be submitted along with the bid.
- The Smart Rack OEM must have executed minimum 05 Integrated Smart Rack Data Centre projects, with minimum 05 rack configuration in each project, during the last 3 years from the bid submission date in any

reputed organization. Completion Certificate signed by the concerned authorities to be submitted along with the bid.

- e) OEM Service Support for Major Equipment's: Smart Rack OEM or Manufacturer should have its own service centre in UP.
- f) The Smart Rack OEM should have at least three qualified and experienced DC certified professionals like CDCP/CDCS/CDCE/ATD on their company payroll with minimum 3 years' experience in Data Centre designing and implementation.
- g) Smart Rack (Including PAC and UPS) OEM or Manufacturer should be ISO 9001, ISO 14001, ISO/IEC 27001 and ISO 45001 certified.
- h) Smart Rack OEM shall be present in Gartner Competitive Landscape Research Report for Edge in the Micro Modular Data Center Market as Leader in Data Center Facilities Specialist.
- i) Smart rack OEM should have its own manufacturing & testing facility in India **for offered capacity of Rack, UPS & Precision air conditioning units** for high availability of the proposed solution. Supporting document/undertaking regarding the same to be submitted along with the bid. IIT-H or there representatives can visit the manufacturing plant if needed.
- j) OEM or Manufacturer of the offered goods/ equipment's should be a company registered under the companies Act since last 10 years. Valid company registration certificate should be submitted.

**For any technical query related to enquiry, you may contact**

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**For Commercial query:**

Mr. M Venkatesh – Senior Assistant Registrar, Email: [ar.purchase@iith.ac.in](mailto:ar.purchase@iith.ac.in)

Mr. Ramesh Kumar - Assistant Registrar Email: [ar.stores@iith.ac.in](mailto:ar.stores@iith.ac.in)

Ms. D Chanchala Devi– Joint Registrar, Email: [hos.snp@iith.ac.in](mailto:hos.snp@iith.ac.in)

With CC: [office.stores@iith.ac.in](mailto:office.stores@iith.ac.in)

**TERMS AND CONDITIONS**

1. **Delivery period:** Material should be delivered and installed within **10 weeks** 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.

2. **Payment:** - No advance payments are allowed under any circumstances. 90% payment will be made against Delivery and the remaining 10% after installation, commissioning, Training & acceptance by IIT Hyderabad and submission of **Performance Bank Guarantee** for the value of 5% of the order value valid for a period of **warranty period plus 60 days**.

3. **Earnest Money Deposit (EMD):**

i. The tender documents must be accompanied by an Earnest Money Deposit (EMD) of **Rs. 2,72,000/-** 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 favor of the Director, Indian Institute of Technology Hyderabad.**

ii. The original document (other than MSME/NSIC) 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.

**For Online Payment of EMD /& Tender Fees:** The EMD/Tender Fees can 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.**

**The firm registered with NSIC/MSME/Udyam Adhaar must give proof of registration along with their quotation failing which the bid will not be considered.**

Exemption from submission of EMD/Tender Fees against valid and relevant NSIC /MSME Certification is permitted, however it shall be subject to scrutiny by the IITH and if during scrutiny, it is found that the NSIC Certificate is invalid and/or irrelevant, then that bid is liable to be rejected as “not-accompanying EMD”. Therefore, Bidders claiming exemption from EMD/Bid Securing Declaration against NSIC certificate, should ensure the same carefully, while submission of their bids.

**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.

i) The BIDDERS who submit the tender on behalf of their principals should produce documentary evidence in support of their authority to quote or submit Proforma invoice of their principals for this tender.

ii) The successful BIDDERS, on award of contract / order, must send the contract / order acceptance in writing, within 15 days of award of contract.

iii) Bids submitted without Bid Securing Declaration / relevant MSME/NSIC Certificates will be rejected & no correspondence in this regard shall be entertained.

iv) These exemptions /relaxations are meant for procurement of only goods produced and services rendered by MSEs. Traders/ distributors/ sole agent/ Works Contract are excluded from the purview of the policy.

This Bid is also governed by the latest General terms and conditions as per GeM.

#### 4. Bid Opening and Evaluation Process:

a. Technical Bids will be opened as per the Date Schedule & Time.

b. Financial Bids/Commercial Bids of the eligible bidders will be opened at a later date. The date and time for opening of Financial Bids /Commercial will be announced later.

c. Bids would be summarily rejected if the tender is submitted other than through an online portal. The Bid is to be submitted within the stipulated date / time.

#### Technical Committee

(i) On the due date the Technical bids will be opened and referred to a duly constituted technical committee which is duly constituted. The committee will go through the technical aspects of the tender and recommend short listed firms. The recommendation of the technical committee is the final and binding on all the parties.

(ii) The technical evaluation will be an assessment of the Technical Bid. IIT Hyd representatives will proceed through a detailed evaluation of the Technical Bids as defined in Annexure - A (Schedule of requirements, specifications and allied technical details), in order to determine whether they are substantially responsive to the requirements set forth in the tender. In order to reach such a determination, IIT Hyd will examine the information supplied by the BIDDERS, and shall evaluate the same as per the specifications mentioned in this tender.

(iii) The technical committee may formulate evaluation criteria in addition to the specifications and requirements indicated in the tender, in the interest of IIT Hyd and these criteria/recommendation will also form as a part of short-listing of the firms.

(iv) The Technical Committee will examine all the Technical aspects of the bids received. Further, the Technical Committee may seek additional information from the existing users at IIT Hyd or from other Institutes, these feedbacks will be considered for technical evaluation, the bidders will also be called for technical presentations if it is required so. The bidder will have to provide the details/any additional documents as and when sought by the Technical committee.

(v) The information received and the bids already submitted together will be examined with reference to the tendered specifications and evaluation is made by the Technical Committee.

(vi) After the technical evaluation is completed and approved, IIT Hyd shall inform to the BIDDERS whose bids have been rejected technically with the reasons for rejection.

(vii) The successful BIDDERS will be informed regarding the date and time of Commercial bid opening.

(viii) In the event of seeking any clarification from various BIDDERS by IIT Hyd , the BIDDERS are required to furnish only technical clarifications that are asked for. No amendment to commercial bid will be entertained at that stage. In case if a BIDDER fails to quote for a particular item it amounts to non-compliance and hence such bid will not be considered for further evaluation. Further during this process if any BIDDER indicates the price during the clarification such bids also will not be considered for further evaluation.

**5. The Director, IIT Hyd reserves the right to accept the offer in full or in parts or reject summarily or partly.**

**6. Bid Validity Period:**

a. The prices must be valid at least for a period of **90 days** from the date of opening of the Tender. No changes in prices will be acceptable in any condition after opening of tender till the validity of the offer or execution of the order whichever is later

b. IIT Hyd may ask for the BIDDER's consent to extend the period of validity. Such request and the response shall be made in writing only. The BIDDER is free not to accept such request. A BIDDER agreeing to the request for extension will not be permitted to modify his bid.



c. Bid evaluation will be based on the bid prices without taking into consideration the above corrections

**7. AWARD OF CONTRACT:**

a. IIT Hyd, shall award the contract to the technically qualified eligible BIDDER whose bid has been determined as the lowest evaluated commercial bid.

b. If more than one BIDDER happens to quote the same lowest price, IIT Hyd reserves the right to award the contract to more than one BIDDER or any BIDDER.

**8. IIT Hyd reserves the right to vary quantities at the time of Award:**

a. IIT Hyd reserves the right at the time of Contract award to increase or decrease the quantity of goods and services originally specified in the tender document without any change in unit price or other terms and conditions. Further, at the discretion of IIT Hyd, the quantities in the contract may be enhanced by 25% within the delivery period.

b. Firms which have already supplied similar equipment to IIT Hyd and have not completed required installation/commissioning/after sales service/warranty replacements etc. such firms offer will not be considered for further evaluation and no enquiries thereafter will be entertained.

**9. Fraud and Corruption:**

IIT Hyd requires that bidders, suppliers, contractors and consultants, if any, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuit of this policy,

(a) The terms set forth below are defined as follows:

(i) “Corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution;

(ii) “Fraudulent practice” means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract;

(iii) “Collusive practice” means a scheme or arrangement between two or more bidders, designed to establish bid prices at artificial, non -competitive levels; and

(iv) Coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of a contract

- (b) IIT Hyd will reject a proposal for award if it determines that Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent collusive or coercive practices in competing for the Contract in question

#### 10. Interpretation of the clauses in the Tender Document / Contract Document

In case of any ambiguity / dispute in the interpretation of any of the clauses in this Tender Document, Director, IIT Hyd's interpretation of the clauses shall be final and binding on all parties.

#### 11. Security Deposit:

a. Within fifteen (15) days of the award of contract, the vendor shall furnish a Security Deposit amounting to **5%** of the purchase order value in the form of Insurance Surety Bonds, Account Payee, Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank guarantee from any commercial Banks or payment online of a scheduled bank in the name of Director, IIT Hyd favouring the Director, IIT Hyd.

b. The Security Deposit will be encashed/claimed if the vendor fails to execute the order as per the Purchase Order.

c. **The Security Deposit should be valid for a period of 03 Year warranty + 60 days, as the same will extend the same as Performance Bank Guarantee. Hence while preparing the BG, the time required for delivery and installation and warranty + 60 days needs to be accounted for to cover the BG validity period.**

d) **This Security Deposit will be refunded to the vendor only on satisfactory completion of all contractual including warranty obligations as per this Tender and Purchase Order issued against this Tender.**

e) **Bank Guarantee wherever mentioned in this document may be read as "Bank Guarantee from any Scheduled Bank" only. The Bank Guarantee should be submitted in Hard Copy to IITH and the issuing Bank should send the IFN 760 COV Bank Guarantee Advice Messages to our bankers through SFMS (Structured Finance Messaging System). Our Bank details are as follows:**

**Name of Bank: Canara Bank**

**Branch: IIT Kandi Campus**

**Account No: 3458101000222, IFSC Code: CNRB0003458, SWIFT: CNRBINBBBFD**

**12. Pre-installation:** The BIDDER must 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.

**13. 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.

**14. Inspection:**

- a) The inspection of the system will be done by our technical expert /Scientist in the presence of 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.

**15. 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 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.

**16. Warranty / Support:**

- a) The items covered by the schedule of requirement shall carry minimum **03 Years** warranty from the date of acceptance of the equipment 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 warranty on the associated software should cover providing of upgraded version/s, if any, released during the warranty period free of cost.

d) 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.

e) The equipment must be supported by a Service Centre in India manned by the technical support engineers. Also it should be possible to contact the Principal's vendor support Centre on a toll free number/web/mail. The support through this Centre must be available during all working days and hours.

f) The manufacturer/OEM is should facilitate the bidder/Agent on regular basis with technology / product updates & extend support for the warranty as well.

g) The vendor will have to arrange for all the testing equipment & tools required for installation, testing & maintenance etc.

h) The principal vendor must have a local logistics support by maintaining a spares in the country of deployment of the equipment, with the Indian Agent. This is to ensure immediate delivery of spares parts from Principal Vendor of equipment to its channel partner/system integrator.

i) 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

j) **Commencement of Warranty Period:** The warranty period of an item shall commence from the date of successful installation, commissioning and demonstration & Training 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.

17. **Reasonability of Prices:** The prices quoted must be the prices applicable for a premiere Educational and Research Institute of national importance. The bidder must give details of identical or similar equipment, if any, supplied to other IITs/ IISERs/ CSIR lab/ CFTI's during last three years along with the final price paid and Performance certificate from them.
18. **Annual Maintenance Contract:** ( ) The bidder must mention in the quotation, the rate/amount of annual maintenance charges, if we opt for maintenance contract after expiry of the warranty period. This is mandatory to mention, wherever applicable. No sub-contracting will be allowed for installation or maintaining system/ equipment / instrument during or after warranty period.
19. **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's supplied by the bidder/OEM.
20. **Freight & Insurance:** The equipment'/items to be supplied will be insured by the vendor against all risks of loss or damage from the date of shipment till such time it is delivered at IIT Hyd site
21. **Amalgamation/Acquisition etc.:** In the event the Manufacturer/Supplier proposes for amalgamation, acquisition or sale of its business to any firm during the contract period, the BUYER/Successor of the Principal Company are liable for execution of the contract and also fulfilment of contractual obligations i.e. supply, installation, commissioning, warranty, maintenance/replacement of spares accessories etc. while submitting your bid, you may confirm this condition.
22. **Liquidity Damage for delayed Services**
- i) As time is the essence of the contract, Delivery period mentioned in the Purchase Order should be strictly adhered to, failing which, IIT Hyd encash/claim the Security Deposit and also LD clause will be applicable /enforced.
- ii) If the supplier fails to Supply, Install and Commission the system as per specifications mentioned in the order within the due date, the Supplier is liable to pay liquidated damages of 0.5 % of order value per every week of delay subject to a maximum of 10% beyond the due date. Such money will be deducted from any amount due or which may become due to the supplier.
- iii) IIT Hyd reserves the right to cancel the order in case the delay is more than 10 weeks. Penalties, if any, will be deducted from the Security Deposit.

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

- a. 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).
- b. "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.
- c. "Bidder from a country which shares a land border with India" for the purpose of this Order means:
  - i. An entity incorporated, established or registered in such a country; or
  - ii. A subsidiary of an entity incorporated, established or registered in such a country; or
  - iii. An entity substantially controlled through entities incorporated, established or registered in such a country; or
  - iv. An entity whose beneficial owner is situated in such a country; or
  - v. An Indian (or other) agent of such an entity; or
  - vi. A natural person who is a citizen of such a country; or
  - vii. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above
- ii. 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.

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

- i. 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.

- ii. 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.

1. **Class I local Supplier – has local content minimum 50%**
2. **Class II local Supplier – has local content minimum 20%**

- b. **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 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.

**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, 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.

**25. Note for MSME/NSIC/Start up Bidder:** 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.

**These exemptions /relaxations are meant for procurement of only goods produced and services rendered by MSEs. Traders/ distributors/ sole agent/ Works Contract are excluded from the purview of the policy.**

**This Bid is also governed by latest General terms and conditions as per GeM**

**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 his 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.

ANNEXURE -B

FORMAT OF COMPLIANCE STATEMENT OF SPECIFICATIONS

1	2	3	4	5	6
S. N.	Name of specifications/part / Accessories of tender enquiry  As per Annexure A of the Tender Document.	Specifications of quoted Model/ Item	Compliance  Whether “YES” Or “NO”	Deviation, if any, to be indicated in unambiguous terms	Whether the compliance / deviation is clearly mentioned in technical leaflet/ literature
1					
2					
3					
n					

**NOTE: The bidder should also submit the Brochure with technical details of the product supporting the compliance statement.**

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

Quotation No :

Date:

Name of the Bidder \_\_\_\_\_  
No. \_\_\_\_\_

GeM bid

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 – D

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 E

**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)**

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 G

**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.

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 of the details provided above are incorrect, any contract given to the above firm may be summarily terminated and the firm blacklisted.

OR

I hereby certify that our firm namely \_\_\_\_\_ was blacklisted by \_\_\_\_\_ for a period of \_\_\_\_\_ years/months at the Institute Level/ All Indian Level.

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)



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## 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 \_\_\_\_\_

PREVIOUS SUPPLY ORDER LIST FORMAT

Order placed by <i>{Full address of Purchaser}</i>	Order No. and Date (Copies Need to be attached)	Description and quantity of ordered equipment	Value of order	Contact Person along with Telephone no., Fax no. and e-mail address.

Note: Technical Committee may seek additional information from the existing users at IIT Hyd or from other Institutes, these feedbacks will be considered for technical evaluation.

Signature and Seal of the Manufacturer/ bidder .....

Place:

Date:

ANNEXURE – J

ACCEPTANCE OF TENDER TERMS  
(To be given on Company Letter Head)

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/ organisation 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/ organisation 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)

**Bid Securing Declaration Form**

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

Tender No.

To (insert complete name and address of the purchaser)

I/We. The undersigned, declare that:

I/We understand that, according to your conditions, bids must be supported with EMD of Rs. 2,72,000/-

I/We accept that I/We may be disqualified from bidding for any contract with you for a period of two year from the date of notification if I am /We are in a breach of any obligation under the bid conditions, because I/We

a) have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or

b) having been notified of the acceptance of our Bid by the purchaser during the period of bid validity (i) fail or reuse to execute the contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to Bidders.

I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of my/our Bid.

Signed: \_\_\_\_\_ (insert signature of person whose name and capacity are shown)  
in the capacity of \_\_\_\_\_ (insert legal capacity of person signing the Bid Securing Declaration)

Name: \_\_\_\_\_ (insert complete name of person signing he Bid Securing Declaration)

Duly authorized to sign the bid for an on behalf of (insert complete name of Bidder)

Dated on \_\_\_\_\_ day of \_\_\_\_\_ (insert date of signing)

Corporate Seal (where appropriate)

(Note: In case of a Joint Venture, the Bid Securing Declaration must be in the name of all partners to the Joint Venture that submits the bid)

ANNEXURE -L

**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 **5%** 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 obligators 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 (**5%** 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.

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. \_\_\_\_\_ ( 5% 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 5% 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 5% of the contract value.

This guarantee shall be 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:

- Our liability under this Guarantee shall not exceed Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only ( in words)
- This Bank Guarantee shall remain valid until 2 months from the date of expiry of warranty period of the contact 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.
- 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)

ANNEXURE –M

BANK GUARANTEE FORMAT FOR EARNEST MONEY DEPOSIT

To  
Indian Institute of Technology Hyderabad.  
Kandi, Sangareddy 502284

WHEREAS \_\_\_\_\_(Name of Bidder) (hereinafter called "the Bidder" has submitted its Bid dated \_\_\_\_\_ (Date) for the execution of (Name of Contract)\_\_\_\_\_ Tender no & Date: \_\_\_\_\_(hereinafter called "the Bid") in favour of \_\_\_\_\_hereinafter called the "Employer" (IFSC Code: SBIN0014182 ; KNOW ALL MEN by these presents that we, \_\_\_\_\_(name of the issuing Bank), a body corporate constituted under the \_\_\_\_\_having its Head Office at \_\_\_\_\_amongst others a branch/office at \_\_\_\_\_ (hereinafter called "the Bank" are bound unto the employer for the sum of Rs \_\_\_\_\_(Rupees\_\_\_\_\_only) for which payment well and truly to be made to the said Employer, the Bank binds itself, its successors and assigns by these presents;

THE CONDITION of this obligation is:

If the bidder withdraws or amends their offer of empanelment before finalization of empanelment by the employer,  
We undertake to pay to the Employer up to the above amount upon receipt of his first written demand without the Employer having to substantiate his demand, provided that in his demand the Employer will note that the amount claimed by him is due to him owing to the occurrence the above condition.

Notwithstanding anything contained herein

- i. Our liability under this Bank Guarantee shall not exceed Rs.\_\_\_\_\_ (Rupees \_\_\_\_\_only)
- ii. This Bank Guarantee **(it should be valid six months from the date of issue of BG )** is valid up to \_\_\_\_\_ and
- iii. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before \_\_\_\_\_(mention period of guarantee as found under clause (ii) above plus claim period)

Dated \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_

SIGNATURE OF THE BANK

ANNEXURE –N

## PRE-CONTRACT INTEGRITY PACT

### General

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on-----  
- between, on one hand, the President of India acting through Shri [REDACTED], 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 -----represented by ----- (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

- 1.1. 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, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
- 1.2. The BUYER will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.
- 1.3. All the officials of the BUYER will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

## Commitments of BIDDERS

3. The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage to secure the contract or in furtherance to secure it and in particular commit itself to the following: -
  - 3.1. The BIDDER will not offer, directly or through intermediaries, any bribe, 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.
  - 3.2. The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage commission, fees, brokerage or inducement 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.

- 3.3. BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.
- 3.4. BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.
- 3.5. The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer/integrator/authorized government sponsored export entity of the 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.
- 3.6. The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 3.7. The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 3.8. The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.9. The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.10. The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.11. The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.12. If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender.

3.13. The term ‘relative’ for this purpose would be as defined in Section 6 of the Companies Act 1956.

3.14. 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.

#### 4. Previous Transgression

4.1. 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.

4.2. 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 reason.

#### 5. Earnest Money (Security Deposit): NOT APPLICABLE

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

(i) Bank Draft in favour of Indian Institute of Technology Hyderabad

(ii) A confirmed guarantee by an Indian Nationalised 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).

5.2. The Earnest Money / Security Deposit shall be valid up to 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.

5.3. 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.

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

## 6. Sanction for Violations

6.1. Any breach of the aforesaid provisions by the BIDDER or anyone 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.

6.2 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.

6.3 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.

## 7. Fall Clause

7.1. 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 sub systems 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.

## 8. 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.

## 9. Law and Place of Jurisdiction

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

## 10. 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.

## 11. Validity

- 11.1. 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.
- 11.2. 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.
12. The parties hereby sign this Integrity Pact at Pune on July 24, 2023

Buyer

Bidder

Name of the Officer

Name of the Officer

Designation

Designation

Deptt./MINISTRY/PSU

Witness

Witness

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

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

ANNEXURE – 0

ANNUAL MAINTENANCE CONTRACT

We hereby certify that the Annual Maintenance Contract for the equipment, **after expiry of warranty period will be charged as follows :**

For Comprehensive AMC

- 1) 1<sup>st</sup> year \_\_\_ % of the equipment value
- 2) 2<sup>nd</sup> year \_\_\_% of the equipment value
- 3) 3<sup>rd</sup> year \_\_\_% of the equipment value.

We also certify that the spares for the equipment will be available for the equipment for \_\_\_ years.

Date:

Authorized Signatory

Name:

Place:

Designation:

Contact No.: