

Technical Specifications and Other Terms and Conditions

Annexure A

Technical Specifications for Turnkey Solution

1. License server (1 Unit):
 - a. Form factor: 4U Tower
 - b. Processor: 24 cores or higher
 - c. Memory: 4 x 32GB DDR4 RDIMM 2933
 - d. Memory expandability: 8 x DDR4 ECC RDIMM slots/LRDIMM 3200. Up to 1024Gb, RDIMM/2048Gb LRDIMM/2048Gb RDIMM 3DS/LRDIMM 3DS
 - e. SSD: 2 x SATA 2.5" 6Gb/s 1TB SSD
 - f. HDD: 3 x Enterprise SATA 3.5" 6Gb/s 4TB HDD 7.2K RPM
 - g. Storage Expandability: 4 x 3.5" SATA 6G drive slots, 2 x M.2 PCI-E 4.0 x4
 - h. Expansion Slots: 3 x PCIe x16 slots, 2 x PCIe x8 slots
 - i. Network Interface: 2 x 1GbE ports (1 Port Dedicated for IPMI)
 - j. Power Supply: 750W Gold Power Supply
 - k. Warranty: 3 Years Onsite Warranty
2. High-end Computational GPU Workstation (15 Units):
 - a. Form factor: 4U Tower
 - b. Processor: 24 cores or higher, 36M Cache, up to 5.8 GHz
 - c. Memory: 2 x 32GB DDR5 UDIMM 4800
 - d. Memory expandability: 4 x DDR4/DDR5 DIMM slots
 - e. M.2: 1 x PCIe 1TB NVMe M.2
 - f. HDD: 3 x Enterprise SATA 3.5" 6Gb/s 4TB HDD 7.2K RPM
 - g. Storage Expandability: 4 x 3.5" SATA 6G drive slots, 2 x M.2 PCI-E 4.0 x4
 - h. GPU: 1 x Nvidia Geforce RTX 5080 16GB *needed for specific training purposes
 - i. Expansion Slots: 1 x PCIe x16 slots, 1 x PCIe x4 slots
 - j. Network Interface: 1 x 2.5GbE LAN Port
 - k. Power Supply: 850W Gold Power Supply
 - l. Warranty: 3 Years Onsite Warranty
3. Mid-tier Computational GPU Workstation (15 Units):
 - a. Form factor: 4U Tower
 - b. Processor: 24 cores or higher, 36M Cache, up to 5.8 GHz
 - c. Memory: 2 x 32GB DDR5 UDIMM 4800
 - d. Memory expandability: 4 x DDR4/DDR5 DIMM slots
 - e. M.2: 1 x PCIe 1TB NVMe M.2

- f. HDD: 3 x Enterprise SATA 3.5" 6Gb/s 4TB HDD 7.2K RPM
 - g. Storage Expandability: 4 x 3.5" SATA 6G drive slots, 2 x M.2 PCI-E 4.0 x4
 - h. GPU: 1 x Nvidia Geforce RTX 5070 12GB *needed for specific training purposes
 - i. Expansion Slots: 1 x PCIe x16 slots, 1 x PCIe x4 slots
 - j. Network Interface: 1 x 2.5GbE LAN Port
 - k. Power Supply: 750W Gold Power Supply
 - l. Warranty: 3 Years Onsite Warranty
4. Low-end Computational GPU Workstation (10 Units):
- a. Form factor: 4U Tower
 - b. Processor: 24 cores or higher, 36M Cache, up to 5.8 GHz
 - c. Memory: 1 x 32GB DDR5 UDIMM 4800
 - d. Memory expandability: 4 x DDR4/DDR5 DIMM slots
 - e. M.2: 1 x PCIe 1TB NVMe M.2
 - f. HDD: 3 x Enterprise SATA 3.5" 6Gb/s 4TB HDD 7.2K RPM
 - g. Storage Expandability: 4 x 3.5" SATA 6G drive slots, 2 x M.2 PCI-E 4.0 x4
 - h. GPU: 1 x Nvidia Geforce RTX 5060 8GB *needed for specific training purposes
 - i. Expansion Slots: 1 x PCIe x16 slots, 1 x PCIe x4 slots
 - j. Network Interface: 1 x 2.5GbE LAN Port
 - k. Power Supply: 650W Gold Power Supply
 - l. Warranty: 3 Years Onsite Warranty
5. Furniture

LINEAR WORKSTATION: 1200 L X 600 D X 1200 50+33MM Specification:

Partition - 50+33mm thick Slide on based Partition. Main spine - Neo 50mm thick partition system. End spine - 33mm thick partition system. Finishes / Tiles – Fabric above and laminate below table top. Special Tiles - One Fabric Magnetic Board and One Glass Marker Tile. Table top - 25mm thick pre-laminated particle board finished with 2mm PVC Edge Banding on all exposed edges. Table Top Support: MS Powder coated Perform Single Leg

Wire Management - One metal Raceway tile to mount switches above the table top for power and skirting tile for data. 65mm dia Grommet cut-out with ABS Cap.

PLB MOBILE PEDESTAL-2D+1FSIZE: 400 L X 450 D X 600 HT Specification: Top

&

Sides: 18mm thick Pre-laminated particle board. Back: 9mm thick Pre-laminated particle board. Edges: All exposed area with 2mm thick PVC edge lipping. Handle: Finger Groove handles. Lock: Regular lock with castors.

Medium Back Mesh Chair * AN 70 Mesh* Self Calibrating Multilock Mechanism*

Adjustable Lumbar Support* One Way Adjustable Arms (Height)* Nylon Base *

Fabric Upholstered Cushion Seat ADJ ARMS

6. Network Switch: 1300-24P-4G Managed Switch, 24 Port GE, PoE, 4x1GE SFP, Limited Lifetime Protection
7. Matting: Carpet Laying of 1500 Sft along with gluing and finishing.

Note: Bidder should quote for all the above items including supply, transportation, installation (equipment, Furniture, switch, electrical Sockets etc..) and other charges if any.

Eligibility Criteria :

1. Bidder should have successfully executed a minimum of three orders for the supply of similar equipment, each having a value not less than ₹30 Lakhs, for any Central/State Government-funded Institutions, Autonomous Bodies, PSUs, or reputed organizations during the last three years.

For any technical query related to enquiry you may to contact

Prof.Sumohana Channappayya , Department of Electrical Engg, Email: sumohana@ee.iith.ac.in

For Commercial query

Mr. M Venkatesh - Senior Assistant Registrar, Email : ar.purchase@iith.ac.in

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

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

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

TERMS AND CONDITIONS

1. Delivery period: Material should be delivered and installed within 08 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 released after supply, installation of the material and training to the satisfaction of the User/IITH and submission of the delivery details and invoice through GeM Portal. Balance 10% will be released after submission of the Performance Bank Guarantee (PBG) for 3% of the order value for period of validity warranty plus 60 days.

3. Earnest Money Deposit (EMD)

- i. The tender documents must be accompanied by Earnest Money Deposit (EMD) of **Rs.3,50,000/-** in the form of Account Payee/Demand Draft/Bank guarantee from any commercial Banks on any Scheduled/Nationalized Bank **in favour of the Director, Indian Institute of Technology Hyderabad** valid for 180 days from the date of opening of the tender.
 - ii. The BG/Demand Draft 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. The original document (other than online payment) should be posted/couriered/given in person to the Stores & Purchase Section of IIT Hyd on or before opening of Technical Bid (To, Assistant Registrar (S&P), Admin Building, Room no: 101 & 102, Kandi, Sangareddy - 502 285, Telangana, India). In case of non-receipt of original document before the due date of opening of technical bid, the uploaded bid will be summarily rejected.
4. **For Online Payment of EMD:** The EMD 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.

The firm registered with NSIC/MSME 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.

- 5. 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.**

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.

- 6. Security Deposit:** Within fifteen (15) days of the award of contract, the vendor shall furnish a Security Deposit amounting to **3%** of the purchase order value in the form of Insurance Surety Bonds, Account Payee, Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Performance 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.
- 7. Installation & Testing:** The installation shall be completed within a week from the date of intimation regarding the arrival of the equipment in the Institute. The installed system shall be performance tested at our premises in accordance with the manufacturer's/supplier's recommendation/specifications. Tests shall demonstrate the proper operation of the instrument and all components.
- 8.** 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.
- 9.** Kindly furnish your PAN & GST Number etc. in your quotation for our records.
- 10.** Institute reserves the right to cancel the bidding process at any stage.
- 11. 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.

12. 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.

13. 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 /relaxation 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

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.

BILL OF MATERIALS
(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	:

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) 1st year ___ % of the equipment value
- 2) 2nd year ___% of the equipment value

For Non - Comprehensive AMC

- 1) 1st year ___ % of the equipment value
- 2) 2nd 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.:

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:

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 F

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 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.:

ANNEXURE -H

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)

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 – I

PREVIOUS SUPPLY ORDER LIST FORMAT

Order placed by <i>{Full address of Purchaser}</i>	Order No. and Date	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)

NO RELATIONSHIP CERTIFICATE

(On Company Letterhead)

1. I/We hereby certify that I/We* am/are* related/not related(*) to any officer of IIT Hyderabad.
(If Related provide the details of the employee)
2. I/We* am/are* aware that, if the facts subsequently proved to be false, my/our* contract will be rescinded with forfeiture of E.M.D and security deposit and I/We* shall be liable to make good the loss or damage resulting from such cancellation.
3. I/We also note that, non-submission of this certificate will render my / our tender liable for rejection.

Date:

Authorized Signatory
Name:

Place:

Designation:
Contact No.:

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 - M

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

- 1.1. 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 in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-
 - 3.1. The BIDDER will not offer, directly or through intermediaries, any bribe, 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 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)**
 - 5.1. 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 favour of _____
 - (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 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.
 - 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 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.

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 _____ on _____

Buyer

Bidder

Name of the Officer

CHIEF EXECUTIVE OFFICER

Designation

Deptt./MINISTRY/PSU

Witness

Witness

1. _____

1. _____

2. _____

2. _____