

SINGLE TENDER

Single Tender No: IITH/CC/IMTIAZ/2025/S/T003

Date: 17.04.2025

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

Item Description	Qty	Tender fee (GST 18%)	EMD (in Rs.)
CAMC for ATOS equipment for 1 year	01 Lot	Rs.2,360/-	Rs. 4,09,900/-
Onsite Engineer for O&M for 1-year	01 Lot		

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

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

Schedule of Dates:

Sr. No	Particulars	Date	Time
1	Date of Online Publication/Download of Tender	17/04/2025	6.00 PM
2	Bid Submission Start Date	17/04/2025	6:30 PM
3	Bid Submission Close Date	23/04/2025	12.00 PM
4	Opening of Bids	24/04/2025	12.30 AM

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

Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The contact details of the helpdesk are +91 0120-4711 508, +91 0120-4200462, +91 0120-4001002, +91 0120-4001005 and support-eproc@nic.in

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INSTRUCTIONS FOR ONLINE BID SUBMISSION

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at:
<https://eprocure.gov.in/eprocure/app>.

REGISTRATION

- 1) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link "**Online bidder Enrollment**" on the CPP Portal which is free of charge.
- 2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- 4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.
- 5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
- 6) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

SEARCHING FOR TENDER DOCUMENTS

- 1) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
- 2) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
- 3) The bidder should make a note of the unique Tender ID assigned to each tender, in case

they want to obtain any clarification / help from the Helpdesk.

PREPARATION OF BIDS

- 1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- 4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" or "Other Important Documents" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

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

SUBMISSION OF BIDS

- 1) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3) Bidder has to select the payment option as "offline" to pay the tender fee / EMD as applicable and enter details of the instrument.
- 4) Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.

- 5) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.
- 6) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- 7) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener's public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 8) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 9) Upon the successful and timely submission of bids (i.e. after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 10) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

ASSISTANCE TO BIDDERS

- 1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- 2) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The contact details of the helpdesk are +91 0120-4711 508, +91 0120-4200462, +91 0120-4001002, +91 0120-4001005 and support-eproc@nic.in.

TERMS & CONDITIONS

1. It may kindly be noted that your bid should:
 - a. Single Bid systems (Technical Bid + Financial Bid)
2. The acceptance of the quotation will rest with the competent authority, who does not bind himself to accept the lowest quotation and reserves the right to himself to reject or partially accept any or all the quotations received without assigning any reason.
3. Price quoted should be as per the BoQ and valid for a minimum period of 90 days from the date of opening of the quotation. The rate quoted should be free delivery at IITH Stores, Kandi 502285.
4. Complete specification with manufacturer's name and address should be given while quoting. Literature/Pamphlets should also be enclosed wherever applicable.
5. In cases of agents quoting on behalf of the manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorize only one agent/dealer. There can be only one bid from the following:
 - i) The manufacturer directly or through one agent on his behalf; or
 - ii) Agent on behalf of only one principal.
6. In case the items in the enquiry are covered by any rate contract or running contract finalized by any other state or central Government, it should be specified in your quotation and accepted contract rates should also be mentioned.
7. **Service period: CAMC start period: 18.01.2025 to 17.01.2026.**
8. **Liquidated Damages Clause for delays:** The applicable rate is 0.5% per week and the maximum deduction is 10% of the contract price.
9. If the deliveries are not maintained and due to that account, the purchaser is forced to buy the material at your risk and cost from elsewhere, the loss or damage that may be sustained thereby will be recovered from the defaulting supplier.
10. **Payment:** Advance payment for quarterly services will be made against a proforma invoice.
11. IIT Hyd is registered with Dept. of Scientific & Industrial Research, Govt. of India and concessional customs duty is livable vide notification No.51/96-Customs dated 23.07.1996.

12. 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 favoring 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 1 Years CAMC + 60 days, as the same will extend the same as the 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 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.

13. **Warranty & Maintenance contract / Validity of the Software:** One (01) year from the date of installation.

14. **Installation & Testing:** The installation shall be completed within a week from the date of intimation regarding the arrival of the equipment at the institute. The installed system shall be performance tested at our premises in accordance with the manufacturer's/supplier's recommendation/specifications. Tests demonstrate the proper operation of the instrument and all components.

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

16. Kindly furnish your PAN & GST Number etc. in your quotation for our records.
17. Conditional tenders will not be accepted.
18. **Requirement of registration:** Vide Ministry of Finance OM No. 6/18/2019-PPD dated 23rd July 2020.
 - i. Any bidder from a country sharing a land border with India will be eligible to bid in this tender only if the bidder is registered with the Department for Promotion of Industry and Internal Trade (DPIIT).
 - ii. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
 - iii. "Bidder from a country which shares a land border with India" for the purpose of this Order means:
 - iv. An entity incorporated, established or registered in such a country; or
 - v. A subsidiary of an entity incorporated, established or registered in such a country; or
 - vi. An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - vii. An entity whose beneficial owner is situated in such a country; or
 - viii. An Indian (or other) agent of such an entity; or
 - ix. A natural person who is a citizen of such a country; or
 - x. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.

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

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

- a. IIT Hyd shall compare all substantially responsive bids to determine the lowest valued bid. This Institute is following and abide with the Public Procurement (Preference to Make in India), Order 2017, DIPP, MoCI Order No. P-45021/2/2017-B.E.II dated 15th June 2017 and its subsequent amendments. Accordingly, preference will be given to the Make in India products while evaluating the bids, however, it is the sole responsibility of the bidder(s) to specify the product quoted by them is of Make in India product along with respective documentary evidence as stipulated in the aforesaid order in the technical bid itself.

- b. As per the above order and its subsequent amendments “Local Content” means the amount of value added in India which shall be value of the item procured (excluding net domestic indirect taxes) minus the value of the imported content in the item (including all the custom duties) as a proportion of the total value, in percent. Accordingly, the suppliers will be classified in the following categories.
- i) Class I local Supplier – has local content minimum 50%
 - ii) Class II local Supplier – has local content minimum 20%
- c. **Verification of Local Content:** The Class I Local Supplier /Class II Local Supplier at the time of bidding shall be required to indicate the percentage of local content and provide self-certification as per Annexure D that the items offered meet the local content requirement. The details of the location(s) at which the local value addition is made also need to be specified.
- d. **The bidders can be debarred for a period up to two years as, per Rule 151(iii) of GFR 2017, in case of false declaration.**

Complaint Redressal Mechanism:

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

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

A complaint fee of Rs. 2 lakh or 1% of the value of the domestically manufactured products being procured (subject to a maximum of Rs.5 lakh), whichever is higher, to be paid by Demand Draft to be deposited with Procuring Institute. In case, the complaint is found to be incorrect, the complaint fee shall be forfeited. In case, the complaint is upheld and found to be substantially correct, 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.

20. ARBITRATION:

- a. Unless otherwise specified, in all cases of disputes which cannot be settled by mutual negotiations, the disputes or differences shall finally be settled and binding on both parties by arbitration in conformity with the rules of Indian Arbitration Act, 1940. All disputes or differences whatsoever arising between the parties out of relating to the construction, meaning and operation or effect of the general terms and conditions

including the Purchase Order or the breach thereof shall be settled by Arbitration Act, 1940 and the award made in pursuance thereof shall be binding on the parties.

- b. Performance of the purchase order shall continue during arbitration and any subsequent proceedings.
- c. The Jurisdiction and Venue of arbitration shall be Hyderabad. The Arbitrator will be the Director, IIT Hyderabad, or his nominee.

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

22. All disputes shall be settled in the courts of Hyderabad/Sangareddy only.

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

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

(b) Earnest Money Deposit (EMD) –Rs. INR: 4,09,900/-

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 of 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.

i) The BIDDER who submits 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 BIDDER, 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.

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

26. **Performance Bank Guarantee:** The 5% Security Deposit which is mentioned above will be extended as Performance Bank Guarantee for a period of warranty period.

27. **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.

28. **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.

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

Assistant Registrar (S&P)

TECHNICAL SPECIFICATIONS of CAMC for ATOS Equipment:

The scope of work is to provide Comprehensive AMC for 1 year for the below ATOS equipment, along with one onsite engineer.

Service period: 18th Jan 2025 to 17th Jan 2026.

S.No	Technical Specification
	<p>The bidder must provide the comprehensive AMC for the below system serial numbers.</p> <p>1.1 Bull Sequana XH2000 CPU Only Blades (25) / Nodes 75 Nos</p> <p>1.2 Bull Sequana XH2000 Blades (13 Nos) / Nodes 39 Nos</p> <p>1.3 Bull Sequana XH 2000 GPU ready Blades / Nodes</p> <p>1.4 Bull Sequana XH 2000 GPU Populated Nodes (10 Nos)</p> <p>1.5 Bull Sequana X430-E5 - 384GB – Master Nodes + JBOD</p> <p>1.6 Bull Sequana X430-E5 - 384GB – Login/ Service Nodes</p> <p>1.7 Bull Sequana racks (Secondary Loop Cooling)</p> <p>1.8 KVM (Management Console)</p> <p>1.9 Top Management Switch Cisco Nexus Switches (2 Nos)</p> <p>1.10 48 Port Stackable Switches (Cisco 3650)</p> <p>1.11 Additional 24 Port Stackable Switch Cisco 3650</p> <p>1.12 Primary Interconnect WH 40 Switches</p> <p>1.13 Other Miscellaneous Items</p> <p>The bidder must inspect the site and any equipment missing from the list mentioned below, but it is part of his scope and should be included.</p>
	SLA (Service Level Agreement):
	The maximum allowable downtime for any node shall not exceed 24 hours.
	Any delay in resolving the issue beyond this period will attract liquidated damages, charged to the bidder at 0.01% per week for each node for up to 10 weeks.
	If the delay extends beyond 10 weeks, further action will be taken against the bidder, which may include termination of the contract.
	Any consumables required to repair the ATOS system will be within the scope of the bidder, and IIT Hyderabad will pay no additional cost.
	To ensure the immediate fix of the equipment, the bidder can make the stock available or should keep the essential part on-site.
	Onsite engineer

	The bidder must depute at least one engineer on-site during working days (Monday to Saturday, 8 hours per day).
	The engineer will ensure the ATOS hardware's proper functioning, perform regular node maintenance, and handle system administration tasks for the HPC cluster and any system admin task assigned by the IIT Hyderabad or CDAC team.
	The engineer must manage Slurm-related issues, troubleshoot slurm applications, identify core problems, and perform other relevant tasks.
	Without the designated engineer, the bidder must arrange an alternative manpower to ensure continuity. Attendance will be monitored through biometric records to confirm the engineer's presence on-site.

1. System Serial Numbers

1.1 Bull Sequana XH2000 CPU Only Blades (25 Nos) / Nodes 75 Nos.

CPU Only Nodes -Standard Memory - 192 GB per Node					
<u>S.No</u>	Blade Serial no	Node_1	Node_2	Node_3	Per Node Memory
1	S0195000N	S0195100Q	S0194506P	S0195100T	192 GB
2	S0195000M	S0194506K	S0194506Y	S0194505L	192 GB
3	S01950010	S01945061	S0194507Q	S0194506E	192 GB
4	S0195000J	S01945068	S0194506U	S01951015	192 GB
5	S01950003	S0194504U	S0194506F	S0194504G	192 GB
6	S0195000G	S01945072	S01945062	S0194506M	192 GB
7	S0195000U	S0194504K	S01951014	S01951012	192 GB
8	S01950013	S0194503V	S0194503Z	S0194504N	192 GB
9	S01950012	S01945049	S0194505Y	S01945054	192 GB
10	S0195000C	S0194505G	S01945071	S0194505U	192 GB
11	S0195000Z	S0194505Q	S0194505A	S0194507R	192 GB
12	S0195000K	S0194506T	S0194505J	S0195100R	192 GB
13	S01950011	S01945078	S0194507B	S0195100P	192 GB
14	S0195000L	S0195100M	S0194506D	S0194506D	192 GB
15	S0195000D	S0194505K	S01945076	S01945052	192 GB

16	S0195000E	S0194507E	S0194506R	S0194505M	192 GB
17	S0195000V	S01945069	S01945050	S01945055	192 GB
18	S0195000H	S0194507P	S0194504F	S0194504S	192 GB
19	S0195000R	S01945043	S0194506V	S0194504L	192 GB
20	S0195000Y	S0194506G	S0194504P	S0200204W	192 GB
21	S0195000W	S0194506L	S0194503W	S0200203Z	192 GB
22	S0195000X	S0194505R	S01945045	S0194504A	192 GB
23	S0195000F	S0194504W	S0194507J	S0194504M	192 GB
24	S0195000A	S019030AG	S01945073	S0194506W	192 GB
25	S01950014	S0200204Z	S01945044	S0194506S	192 GB

1.2 Bull Sequana XH2000 Blades (13 Nos) / Nodes 39 Nos.

CPU Only High Memory + Additional High Memory Nodes					
S.No	Blade Serial no	Node_1	Node_2	Node_3	Per Node Memory
1	S0195000P	S0194504T	S01945079	S0194503Y	768GB
2	S01950007	S0194505T	S0194504B	S0194504V	768GB
3	S0195000T	S0195100W	S0195100U	S0195100Y	768GB
4	S01950004	S01945063	S0194507N	S01945040	768GB
5	S0195000S	S0194507D	S01945051	S0194505C	768GB
6	S0195000B	S0194505E	S01945075	S0194507S	768GB
7	S01950002	S0194505Z	S0194507A	S01945042	768GB
8	S01950001	S01945047	S01945048	S01945064	768GB
9	S01950008	S01945066	S0194503X	S0194504C	768GB
10	S01950005	S0194507H	S0194506N	S0194505X	768GB
11	S01950006	S0194506H	S0194505P	S0194506Q	768GB
12	S01950009	S01951011	S01945041	S01945046	768GB
13	S0195000Q	S0195100S	S0194506Z	S0194507K	768GB

1.3 Bull Sequana XH 2000 GPU ready Blades (32 Nos) / Nodes (32 Nos)

S.No	Blade Serial no	Node Sr No	S.No	Blade Serial no	Node Sr No
1	S02004018	S0200203U	17	S0195001Z	S01945057
2	S02004017	S02002030	18	S01950023	S0194504X
3	S0200400J	S01945077	19	S0200400N	S0200203T
4	S02004016	S0200205J	20	S0200401C	S0200203N
5	S0200400Z	S0200203Y	21	S0200401K	S0200203J
6	S02004029	S02002035	22	S0200400A	S0200205B
7	S02004028	S0200204N	23	S0195001L	S0200205V
8	S02004003	S0200205H	24	S0200400M	S0200203L
9	S02004012	S0200205R	25	S0200401D	S0200203X
10	S02004014	S0200205P	26	S02004015	S02002040
11	S0195001K	S0200203G	27	S0195001P	S02002054
12	S02004002	S01951013	28	S0195001Y	S0194505N
13	S01950026	S0200203Q	29	S0195001R	S0200205E
14	S0195001H	S0200205N	30	S0195001J	S0200205C
15	S0195001G	S0200204R	31	S01950027	S0194506B
16	S01950020	S0194507G	32	S01950025	S01945053

1.4 Bull Sequana XH 2000 GPU Populated Nodes (10 Nos).

GPU Systems Serial Number		
S No	Blade Sr No	Node Sr No
1	S0194504H	S0200902Q
2	S0194504E	S0200902R
3	S0194504R	S0200902S
4	S0194505B	S0200902T
5	S0194505F	S0200902U
6	S01945056	S0200902V
7	S0194504Y	S0200902Y
8	S01945065	S0200902Z
9	S0194504J	S02009030

10	S0194507F	S02009031
----	-----------	-----------

1.5 Bull Sequana X430-E5 - 384GB – Master Nodes + JBOD

Type	Serial Number
Master Node 1	XAN-SU3-00616
Master Node 2	XAN-SU3-00615
JBOD	C2160LI29N90289

1.6 Bull Sequana X430-E5 - 384GB – Login/ Service Nodes

Type	Serial Number
Management Node	XAN-SU3-00624
Login 01	XAN-SU3-00618
Login 02	XAN-SU3-00622
Login 03	XAN-SU3-00617
Login 04	XAN-SU3-00619
Service Node 01	XAN-SU3-00621
Service Node 02	XAN-SU3-00623
Firewall Node	XAN-SU3-00620

1.7 Bull Sequana racks (Secondary Loop Cooling)

Type	Serial Number (Rack)	
Sequana Rack 1	XAN-R22-00125	Configuration as per PO
Sequana Rack 2	XAN-R22-00132	Configuration as per PO
Sequana Rack 3	XAN-R22-00134	Configuration as per PO

1.8 KVM (Management Console)

Type	Serial Number
KVM 1	QLD9100019
KVM 2	QLD9100050

1.9 Top Management Switch Cisco Nexus Switches (2 Nos)

Type	Serial Number
Nexus 9300	FDO2346030P
Nexus 9300	FDO234603DG

1.10 48 Port Stackable Switches (Cisco 3650)

Type	Serial Number
Cisco 3650X (48port)	FDO2343F0AW

1.11 Additional 24 Port Stackable Switch Cisco 3650

Type	Serial Number
Cisco 3650 24-port	FDO2345M1G8
Cisco 3650 24-port	FDO2345M1M1

1.12 Primary Interconnect WH 40 Switches

Unit serial Number
SP201900N
SP201901D
SP201900H
SP201900U
SP201900E
SP201900Y
SP201900A
SP2019011
SP201900C

1.13 Other Miscellaneous Items

Other Misc. Items
IB Cables

IB Spare cables
Ethernet cables
10 G Fiber Cables

For any technical query related to enquiry you may to contact

Mr. Imtiaz Ahmed, Department of Computer Center, Email: imtiaz.ahmed@comp.iith.ac.in

For Commercial query

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

Mr. 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

ANNEXURE – A

FORMAT OF COMPLIANCE STATEMENT OF SPECIFICATIONS

1	2	3	4	5	6
S. N.	Name of specifications/part / Accessories of tender enquiry As per Chapter 4 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					

Note : Bidders are required to fill this table as per the specifications given in the Chapter 4 of this Tender Document. The points needs to be reproduced in the table at Column No 2 and then fill in the relevant details for each specifications. Please attach the Product Brochure..

Signature of the Bidder

Name

Stamp

ANNEXURE – B

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 . -

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 - C

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

Quotation No :

Date:

Name of the Bidder _____

GeM bid No. _____

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

Other Terms & Conditions

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

ANNEXURE – 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

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	Date of completion of delivery as per contract	Date of actual completion of delivery	Remarks indicating reasons for late delivery, if any and justification for price difference of their supply order & those quoted to us.	Has the equipment been installed satisfactorily? <i>{Attach a certificate from the Purchaser/ Consigner}</i>	Contact Person along with Telephone no., Fax no. and e-mail address.

Signature and Seal of the Manufacturer/ bidder

Place:

Date:

ANNEXURE – F

BIDDER INFORMATION FORM

Company Name : _____

Registration Number : _____

Registered Address : _____

Name of Partners /Director:_____

City : _____

Postal Code : _____

Company's Establishment Year : _____

Company's Nature of Business : _____

Company's Legal Status 1) Limited Company

(tick on appropriate option) 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

PAN No. _____

GST No. _____

GeM Registration (If available) _____

ANNEXURE – G

DECLARATION REGARDING CLEAN TRACK/NO LEGAL ACTION

(to be provided on letter head of the firm)

I hereby certify that our 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 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.:

ANNEXURE – H

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: _____

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)

ANNEXURE – I

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.:

ANNEXURE – J

Declaration for Local Content from OEMs 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 –K

CERTIFICATE
ON COMPANY LETTERHEAD

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 -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 10% of the Contract value in aggregate for Performance and Warranty to the Buyers.

We, the _____ bank hereby expressly, irrevocably and unreservedly undertake the guarantee as Principal 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 (10% of the contract value) Rs. _____ only at any one instance under this Guarantee. Your written demand shall be conclusive evidence to us that such repayment is due under the terms of the said contract. We shall not be entitled to ask you to establish your claim or claims under this guarantee but will pay the same forthwith without any protest or demur. We undertake to effect the payment upon receipt of such written demand.

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

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

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

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

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

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

Notwithstanding anything contained herein above:

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

Dated the _____ day of _____ (month and year)

Place

Signed and delivered by _____ (name of the bank)

Through its authorized signatory
(Signature with Seal)

ANNEXURE –M

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 _____, 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)

5.1. While submitting a commercial bid, the BIDDER shall deposit an amount Rs. 30,00,000/- (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 up to 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 six months after 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. _____

Checklist for BIDDERS

BIDDERS to indicate whether the following are enclosed/mentioned by striking out the non-relevant option

Envelope-1(Technical & Commercial -Bid) (Following documents to be provided as single PDF file)				
Sl. No.	Documents	Content	File Types	Document Attached
1		Format of compliance statement of specification as per Annexure-‘A’	.PDF	(Yes /No)
2		Bid Securing Declaration as per Annexure-‘B’	.PDF	(Yes /No)
3		Manufacturer’s Authorization Form as per Annexure-‘C’	.PDF	(NA)
4		Previous supply order format as per Annexure-‘D’	.PDF	(Yes /No)
5		Bidder Information form as per Annexure-‘E’	.PDF	(Yes /No)
6		Declaration Regarding Clean Track/No Legal Action as per Annexure-‘F’	.PDF	(Yes /No)
7		Acceptance of Tender Terms as per Annexure- ‘G’	.PDF	(Yes /No)
8		Relation Certificate as per Annexure- ‘H’	.PDF	(Yes /No)
9		Local Content Declaration as per Annexure ‘I’	.PDF	(Yes /No)
10		Certificate For DPIIT Registration as per Annexure – ‘J’	.PDF	(Yes /No)
11		Format for Performance Bank Guarantee as per Annexure – ‘K’	.PDF	(Yes /No)
12		Bill of Material as Per Chapter 5	.PDF	(Yes /No)
13		List of deliverables as per Chapter-4, along with the Technical Brochures and Commercial Terms and Conditions	. PDF	(Yes /No)
14		All other documents as per Chapter 1 Point No - 4.1.	.PDF	(Yes /No)