

Technical Specifications and Other Terms and Conditions

Technical Specifications

ANNEXURE -A

S No	Product Description	Qty
1	ANSYS Multiphysics Campus bundle license (25/250) - 3 Year Renewal 25 Research + 250 Teaching licenses (Mech + CFD + HF + EM)	1
2	LSTC University Department (500 core) 3 Year Lease Renewal	1
3	Ansys Academic Research Lumerical (5 Tasks) - 3 Year Lease Renewal	1
4	Ansys Academic Research HPC Workgroup 1024 + 128 core - 3 Year Renewal	1
5	Ansys Academic Research Mechanical & CFD (25 tasks) - 3 Year Renewal	3
6	Ansys GRANTA EduPack Introductory (10) 3 Year Renewal	1
7	Ansys Learning Hub 3-year Subscription	5

Eligibility Criteria

1. This procurement is being undertaken on a **Proprietary Article Certificate (PAC)** basis for **ANSYS Proprietary Software**.
2. The bid is open **only to the Original Equipment Manufacturer (OEM), M/s ANSYS Software Pvt. Ltd., or its authorised partners/distributors** who are specifically authorized by the OEM to quote, supply, install (where applicable), provide subscription/support, and fulfil all contractual obligations under this tender.
3. Bidders participating as an authorised partner/distributor shall submit a **valid Manufacturer's Authorisation Form (MAF)/Authorization Letter** issued by the OEM specifically authorising them to participate in this bid. The authorisation shall be valid as on the bid due date and shall clearly

establish the bidder's authority to supply the quoted software and provide the associated support/services.

- The bidder shall ensure that the software licenses, subscription (where applicable), updates, upgrades, warranty, and technical support are provided directly by or backed by the OEM in accordance with the OEM's standard licensing and support policies.

5. Bids submitted by entities other than the OEM (M/s. ANSYS Software Pvt. Ltd) or its duly authorised partners/distributors shall be treated as non-responsive and shall be liable for rejection.

- The Institute reserves the right to verify the authenticity of the authorisation directly with the OEM at any stage of the procurement process. If the authorisation is found to be invalid, expired, withdrawn, or misrepresented, the bid shall be rejected without further consideration.

For any technical query related to enquiry, you may contact

Prof. PAL Narayana, FIC Data Centre, Email: ananth@math.iith.ac.in, fic.dc@comp.iith.ac.in
Mr Imtiaz Ahmed, Email: imtiaz.ahmed@comp.iith.ac.in

For Commercial query:

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

- Delivery period:** Material should be delivered and installed within **2 weeks** from the date of issue of the purchase order. The delivery period offered has to be strictly adhered to in case an order is placed.
- Payment:** - **No advance payments are allowed under any circumstances.** 100% payment will be made against Delivery, Installation, Commissioning, Training & acceptance by IIT

Hyderabad and submission of **Performance Bank Guarantee** for the value of 5% of the order value, valid for a period of **Warranty/Support period plus 60 days**.

3. Earnest Money Deposit (EMD):

- i. The tender documents must be accompanied by an Earnest Money Deposit (EMD) of **Rs. 2,80,000/-** in the form of **Account Transfer/Demand Draft/Bank guarantee from any commercial bank on any Scheduled/Nationalized Bank in favor of the Director, Indian Institute of Technology Hyderabad.**
- ii. The original document in case of EMD (other than MSME/NSIC) should be posted/couriered/given in person to the Stores & Purchase Section of IIT Hyderabad on or before the opening of Technical Bid. In case of non-receipt of original document before the due date of opening of technical bid, the uploaded bid will be summarily rejected.

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

Canara Bank Account Details	
Name of the Bank	Canara bank
Branch Name & Bank Code	IIT KANDI & 3458
Account Number	110171129768
Pan No. of the institute	AAAAI2661J
GST no. of the institute	36AAAI2661J1ZP
Bank Branch IFSC code	CNRB0003458
Bank Branch MICR code	500015066
SWIFT:	CNRBINBBBFD

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

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

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

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

- i) The 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.

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

4. Bid Opening and Evaluation Process:

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

- b. Financial Bids/Commercial Bids of the eligible bidders will be opened at a later date. The date and time for opening of Financial Bids /Commercial will be announced later.
- c. Bids would be summarily rejected if the tender is submitted other than through an online portal. The Bid is to be submitted within the stipulated date / time.

Technical Committee

- (i) On the due date the Technical bids will be opened and referred to a duly constituted technical committee which is duly constituted. The committee will go through the technical aspects of the tender and recommend short listed firms. The recommendation of the technical committee is the final and binding on all the parties.
- (ii) The technical evaluation will be an assessment of the Technical Bid. IIT Hyd representatives will proceed through a detailed evaluation of the Technical Bids as defined in Annexure - A (Schedule of requirements, specifications and allied technical details), in order to determine whether they are substantially responsive to the requirements set forth in the tender. In order to reach such a determination, IIT Hyd will examine the information supplied by the BIDDERS, and shall evaluate the same as per the specifications mentioned in this tender.
- (iii) The technical committee may formulate evaluation criteria in addition to the specifications and requirements indicated in the tender, in the interest of IIT Hyd and these criteria/recommendation will also form as a part of short-listing of the firms.
- (iv) The Technical Committee will examine all the Technical aspects of the bids received. Further, the Technical Committee may seek additional information from the existing users at IIT Hyd or from other Institutes, these feedbacks will be considered for technical evaluation, the bidders will also be called for technical presentations if it is required so. The bidder will have to provide the details/any additional documents as and when sought by the Technical committee.
- (v) The information received and the bids already submitted together will be examined with reference to the tendered specifications and evaluation is made by the Technical Committee.
- (vi) After the technical evaluation is completed and approved, IIT Hyd shall inform to the BIDDERS whose bids have been rejected technically with the reasons for rejection.
- (vii) The successful BIDDERS will be informed regarding the date and time of Commercial bid opening.
- (viii) In the event of seeking any clarification from various BIDDERS by IIT Hyd , the BIDDERS are required to furnish only technical clarifications that are asked for. No amendment to commercial bid will be entertained at that stage. In case if a BIDDER fails to quote for a particular item it amounts to non-compliance and hence such bid will not be considered for

further evaluation. Further during this process if any BIDDER indicates the price during the clarification such bids also will not be considered for further evaluation.

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

6. Bid Validity Period:

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

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

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

7. AWARD OF CONTRACT:

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

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

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

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

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

9. Fraud and Corruption:

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

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

- (i) “Corrupt practice” means the offering, giving, receiving, or soliciting, directly or in directly, of anything of value to influence the action of a public official in the procurement process or in contract execution;
- (ii) “Fraudulent practice” means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract;
- (iii) “Collusive practice” means a scheme or arrangement between two or more bidders, designed to establish bid prices at artificial, non -competitive levels; and
- (iv) Coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of a contract

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

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

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

11. Security Deposit:

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

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

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

d) This Security Deposit will be refunded to the vendor only on satisfactory completion of all contractual including Warranty/Support 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:

Canara Bank Account Details	
Name of the Bank	Canara bank
Branch Name & Bank Code	IIT KANDI & 3458
Account Number	110171129768
Pan No. of the institute	AAAAI2661J
GST no. of the institute	36AAAAI2661J1ZP
Bank Branch IFSC code	CNRB0003458
Bank Branch MICR code	500015066
SWIFT:	CNRBINBBBFD

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

installation requirements and see that everything is ready before the consignment is taken to the site for installation.

13. Installation:

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

14. Inspection:

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

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

16. Warranty/Support:

- a) The items covered by the schedule of requirement shall carry minimum **03 Years** Warranty/Support from the date of acceptance of the equipment by IIT Hyd. Warranty/Support shall include free maintenance of the whole equipment supplied including free replacement of parts. The defects, if any, shall be attended to on immediate basis but in no case any defect should prolong for more than 24 hours. The comprehensive Warranty/Support includes onsite Warranty/Support with parts.
- b) The defects, if any, during the guarantee/Warranty/Support period are to be rectified free of charge by arranging free replacement wherever necessary. This includes cost, insurance, freight, custom duty, local taxes if any should be borne by the beneficiary or his agent. No cost will be borne by IIT Hyd.

- c) The Warranty/Support on the associated software should cover providing of upgraded version/s, if any, released during the Warranty/Support period free of cost.
- d) The Bidder shall assure the supply of spare parts after Warranty/Support is over for maintenance of the equipment supplied if and when required for a period of 10 years from the date of supply of equipment on payment on approved price list basis.
- e) The equipment must be supported by a Service Centre in India manned by the technical support engineers. Also it should be possible to contact the Principal's vendor support Centre on a toll free number/web/mail. The support through this Centre must be available during all working days and hours.
- f) The manufacturer/OEM is should facilitate the bidder/Agent on regular basis with technology / product updates & extend support for the Warranty/Support as well.
- g) The vendor will have to arrange for all the testing equipment & tools required for installation, testing & maintenance etc.
- h) The principal vendor must have a local logistics support by maintaining a spares in the country of deployment of the equipment, with the Indian Agent. This is to ensure immediate delivery of spares parts from Principal Vendor of equipment to its channel partner/system integrator.
- i) Details of the agency who shall maintain during Warranty/Support and undertake Annual Maintenance Contract/Comprehensive Service Maintenance Contract beyond Warranty/Support shall be given in the offer. In case of foreign quote, the Indian Agent who shall maintain during Warranty/Support and AMC beyond Warranty/Support shall be given in the Technical Offer
- j) **Commencement of Warranty/Support Period:** The Warranty/Support period of an item shall commence from the date of successful installation, commissioning and demonstration & Training at IIT Hyd. The Warranty/Support period and validity of Performance Guarantee shall be extended for the period of delay in satisfactory installation and delay in Warranty/Support services.
17. **Reasonability of Prices:** The prices quoted must be the prices applicable for a premiere Educational and Research Institute of national importance. The bidder must give details of identical or similar equipment, if any, supplied to other IITs/ IISERs/ CSIR lab/ CFTI's during last three years along with the final price paid and Performance certificate from them.
18. **Annual Maintenance Contract (Not applicable):** The bidder must mention in the quotation, the rate/amount of annual maintenance charges, if we opt for maintenance contract after expiry of the Warranty/Support period. This is mandatory to mention, wherever applicable. No sub-

contracting will be allowed for installation or maintaining system/ equipment / instrument during or after Warranty/Support period.

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

20. **Freight & Insurance:** The equipment'/items to be supplied will be insured by the vendor against all risks of loss or damage from the date of shipment till such time it is delivered at IIT Hyd site

21. **Amalgamation/Acquisition etc.:** In the event the Manufacturer/Supplier proposes for amalgamation, acquisition or sale of its business to any firm during the contract period, the BUYER/Successor of the Principal Company are liable for execution of the contract and also fulfilment of contractual obligations i.e. supply, installation, commissioning, Warranty/Support, maintenance/replacement of spares accessories etc. while submitting your bid, you may confirm this condition.

22. Liquidity Damage for delayed Services

i) As time is the essence of the contract, Delivery period mentioned in the Purchase Order should be strictly adhered to, failing which, IIT Hyd encash/claim the Security Deposit and also LD clause will be applicable /enforced.

ii) If the supplier fails to Supply, Install and Commission the system as per specifications mentioned in the order within the due date, the Supplier is liable to pay liquidated damages of 0.5 % of order value per every week of delay subject to a maximum of 10% beyond the due date. Such money will be deducted from any amount due or which may become due to the supplier.

iii) IIT Hyd reserves the right to cancel the order in case the delay is more than 10 weeks. Penalties, if any, will be deducted from the Security Deposit.

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

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

- b. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- c. "Bidder from a country which shares a land border with India" for the purpose of this Order means:
 - i. An entity incorporated, established or registered in such a country; or
 - ii. A subsidiary of an entity incorporated, established or registered in such a country; or
 - iii. An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - iv. An entity whose beneficial owner is situated in such a country; or
 - v. An Indian (or other) agent of such an entity; or
 - vi. A natural person who is a citizen of such a country; or
 - vii. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above
- ii. For details about registration procedures please visit the above mentioned OM. Mandatory documentary evidence regarding the bidder's registration with DPIIT is to be submitted along with the tender, failing which the tender shall be liable for rejection. Bidders are also requested to submit the Model Certificates as **per Annexure** for this tender as mentioned in the Ministry of Finance OM No. 6/18/2019-PPD dated 23rd July 2020.

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

- i. IIT Hyd shall compare all substantially responsive bids to determine the lowest valued bid. This Institute is following and abide with the Public Procurement (Preference to Make in India), Order 2017, DIPP, MoCI Order No. P-45021/2/2017-B.E. II dated 15th June 2017 and its subsequent amendments. Accordingly, preference will be given to the Make in India products while evaluating the bids, however, it is the sole responsibility of the bidder(s) to specify the product quoted by them is of Make in India product along with respective documentary evidence as stipulated in the aforesaid order in the technical bid itself.
- ii. As per the above order and its subsequent amendments "Local Content" means the amount of value added in India which shall be value of the item procured (excluding net domestic indirect taxes) minus the value of the imported content in the item (including all the custom duties) as a proportion of the total value, in percent. Accordingly, the suppliers will be classified in following categories.

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

- b. **Verification of Local Content:** The Class I Local Supplier /Class II Local Supplier at the time of bidding shall be required to indicate the percentage of local content and provide self-certification as per **Annexure** that the items offered meet the local content requirement. The details of the location(s) at which the local value addition is made also needs to be specified.

The bidders can be debarred for a period up to two years as, per Rule 151(iii) of GFR 2017, in case of false declaration.

Complaint Redressal Mechanism:

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

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

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

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

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

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

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

26. Force Majeure: IIT Hyd may consider relaxing the penalty and delivery requirements, as specified in this document, if and to the extent that the delay, in performance or other failure to perform its obligations under the Contract, is the result of a Force Majeure. Force Majeure is defined as an event of effect that cannot reasonably be anticipated such as acts of God (like earthquakes, floods, storms etc.) acts of states, the direct and indirect consequences of wars (declared or undeclared) hostilities, national emergencies, civil commotion and strikes at successful Bidder's premises.

27. Dispute Settlement:

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

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

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

- (a) In case of Dispute or difference arising between the IIT Hyd and a domestic supplier relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Indian Arbitration & Conciliation Act, 1996, the rules there under and any statutory modifications or re-enactments thereof shall apply to the

arbitration proceedings. The dispute shall be referred to the Director IIT Hyd, if he is unable/unwilling to act, to the sole arbitration of some other person appointed by his willing to act as such Arbitrator. The award of the arbitrator so appointed shall be final, conclusive and binding on all parties to this order.

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

28. **Jurisdiction:** The disputes, legal matters, court matters, if any, shall be subject to Hyderabad Jurisdiction only.
29. The Director, IIT Hyd reserves the right to accept the offer in full or in parts or reject summarily or partly and also reserves the right to cancel the tender at any stage without assigning reasons.

Checklist for BIDDERS

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

Sl. No.	Content	File Types	Document Attached
1	FORMAT OF COMPLIANCE STATEMENT OF SPECIFICATIONS- Annexure- B	.PDF	(Yes /No)
2	UNPRICED TECHNICAL BID – Annexure-‘C’	.PDF	(Yes /No)
3	MANUFACTURER’S AUTHORIZATION & WARRANTY/SUPPORT SUPPORT DECLARATION – Annexure D	.PDF	(Yes /No)
4	Declaration for Local Content from OEMs Letter Head – ANNEXURE – E	.PDF	(Yes /No)
5	CERTIFICATE BY BIDDER- DPIIT REGISTRATION- ANNEXURE –F	.PDF	(Yes /No)
6	DECLARATION REGARDING CLEAN TRACK/NO LEGAL ACTION - ANNEXURE G	.PDF	(Yes /No)
7	Bidder Information form as per Annexure-‘H’	.PDF	(Yes /No)
8	PREVIOUS SUPPLY ORDER LIST FORMAT - ANNEXURE I	.PDF	(Yes /No)
9	ACCEPTANCE OF TENDER TERMS (To be given on Company Letter Head) - ANNEXURE – J	.PDF	(Yes /No)

ANNEXURE -B

FORMAT OF COMPLIANCE STATEMENT OF SPECIFICATIONS

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

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

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

Quotation No :

Date:

Name of the Bidder _____
No. _____

GeM bid

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

Other Terms & Conditions

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

ANNEXURE – D

MANUFACTURER’S AUTHORIZATION & WARRANTY/SUPPORT 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/Support, availability of spare parts and AMC support in accordance with the Terms and Conditions of Contract with respect to the Goods offered by the above firm.

Authorized representative of the Manufacturer

Authorized representative Bidder

Signature:

Signature:

Name:

Name:

Address:

Address:

Mobile No:

Mobile No:

Email ID:

Email ID:

ANNEXURE E

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

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

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

Date: _____

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

Sub: Declaration of Local content

Tender Reference No: _____

Name of Tender / Work: - _____

1. Country of Origin of Goods being offered: _____

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

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

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

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

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

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 country, has been registered with the Competent Authority (copy of the Registration Certificate enclosed) . I hereby certify that his bidder fulfils all requirements in this regard and is eligible to be considered.

Signature with Date and Stamp
Of the Bidder

ANNEXURE G

DECLARATION REGARDING CLEAN TRACK/NO LEGAL ACTION

(to be provided on letter head of the firm)

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

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

OR

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

Date:

Authorized Signatory

Name:

Place:

Designation:

Contact No.:

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 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

Vendor's PAN No. _____

Vendor's GST _____

ANNEXURE – I

PREVIOUS SUPPLY ORDER LIST FORMAT

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

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

Signature and Seal of the Manufacturer/ bidder

Place:

Date:

ANNEXURE – J

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

Date: DD/MM/YYYY

To,

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

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No/GeM Bid no: _____

Name of Tender / Work: -

Dear Sir,

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

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

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

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

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

Yours Faithfully,

(Signature of the Bidder, with Official Seal)

ANNEXURE – K

Bid Securing Declaration Form

Date: _____

Tender No. _____

To (insert complete name and address of the purchaser)

I/We. The undersigned, declare that:

I/We understand that, according to your conditions, bids must be supported with EMD of Rs. 2,80,000/-

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

- a) have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or
- b) having been notified of the acceptance of our Bid by the purchaser during the period of bid validity (i) fail or reuse to execute the contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to Bidders.

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

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

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

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

Dated on _____ day of _____ (insert date of signing)

Corporate Seal (where appropriate)

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

ANNEXURE -L

FORMAT FOR PERFORMANCE BANK GUARANTEE

To
Indian Institute of Technology Hyderabad.
Kandi, Sangareddy 502284

Dear Sirs,

In consideration of the Indian Institute of Technology Hyderabad (hereinafter referred to as the "Buyer" which expression shall unless excluded by or repugnant to the context or meaning thereof, include its successors administrators and assigns) having issued to (Name of the seller) with its Registered / Head Office at (hereinafter referred to as the "Seller" which expression shall unless excluded by or repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) an order bearing Purchase Order No. dated and the same having been unequivocally accepted by the seller resulting into a Contract between the buyer and the seller for supply of, more fully described in the said Purchase Order and the buyer in terms of one of the provisions of the said Purchase Order and whereas the Seller has undertaken to produce a Bank Guarantee amounting to Rs. _____, which is 5% of the Contract value in aggregate for Performance and Warranty/Support 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/Support clauses, we will pay you, on demand and without demur, all and any sum upto (5% of the contract value) Rs. _____ only at any one instance under this Guarantee. Your written demand shall be conclusive evidence to us that such repayment is due under the terms of the said contract. We shall not be entitled to ask you to establish your claim or claims under this guarantee but will pay the same forthwith without any protest or demur. We undertake to effect the payment upon receipt of such written demand.

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

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

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

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

Subject to the terms of this Bank Guarantee, the issuing bank hereby irrevocably authorizes the beneficiary to draw the amount upto Rs. _____ (5% of the total contract value) for breach/failure to perform by the Seller of any of the terms and conditions of the contract related to performance and Warranty/Support clause. Notwithstanding anything mentioned herein, the total drawings under the Guarantee by the buyer shall not exceed 5% of the total contract value. Partial drawing and multiple drawings under this Bank Guarantee are allowed within the cumulative amount and subject to each such drawing not exceeding 5% of the contract value.

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

Notwithstanding anything contained herein above:

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

Dated the _____ day of _____ (month and year)

Place

Signed and delivered by _____ (name of the bank)

Through its authorized signatory
(Signature with Seal)

ANNEXURE –M

BANK GUARANTEE FORMAT FOR EARNEST MONEY DEPOSIT

To
Indian Institute of Technology Hyderabad.
Kandi, Sangareddy 502284

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

THE CONDITION of this obligation is:

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

Notwithstanding anything contained herein

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

Dated _____ day of _____ 20__

SIGNATURE OF THE BANK

PRE-CONTRACT INTEGRITY PACT

General

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on----- between, on one hand, the President of India acting through Shri [REDACTED], Designation of the officer, Ministry / Department, Government of India (hereinafter called the “BUYER”, which expression shall mean and include, unless the context otherwise required, his successors in office and assigns) of the First part and -----represented by ----- (hereinafter called the “BIDDER/ Seller” which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the BUYER proposes to procure (Name of the Stores/Equipment/Item) and the BIDDER/Seller is willing to offer/has offered the stores and

WHEREAS the BIDDER is a private company/public company/Government undertaking/partnership/registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is a Ministry/Department of the Government of India/PSU performing its functions on behalf of the President of India.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered in with a view to :-

Enabling the BUYER to obtain the desired said stores/equipment at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

Commitments of the BUYER

- 1.1. The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, with demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
- 1.2. The BUYER will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.
- 1.3. All the officials of the BUYER will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

Commitments of BIDDERS

3. The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage to secure the contract or in furtherance to secure it and in particular commit itself to the following: -
 - 3.1. The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
 - 3.2. The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage commission, fees, brokerage or inducement o any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the

Government for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Government.

- 3.3. BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.
- 3.4. BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.
- 3.5. The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer/integrator/authorized government sponsored export entity of the defence stores and has not engaged any individual or firm or company whether India or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- 3.6. The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 3.7. The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 3.8. The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.9. The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.10. The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.11. The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.12. If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender.
- 3.13. The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.

3.14. The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

4. Previous Transgression

4.1. The BIDDER declares the no previous transgression occurred in the last three years immediately before signing of the Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.

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

5. Earnest Money (Security Deposit):

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

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

(ii) A confirmed guarantee by an Indian Nationalised Bank, promising payment of the guaranteed sum to the BUYER on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof of payment.

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

5.2. The Earnest Money / Security Deposit shall be valid up to a period of five years or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the BUYER, including Warranty/Support 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/Support 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/Support period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.
- 11.2. Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.
12. The parties hereby sign this Integrity Pact at Pune on July 24, 2023

Buyer

Bidder

Name of the Officer

Name of the Officer

Designation

Designation

Deptt./MINISTRY/PSU

Witness

Witness

1. _____

2. _____

