

Global Tender No. IITH/COMP/FIC.IT/2026/S/EMAIL/T016G, Dated: 01.10.2026

Indian Institute of Technology Hyderabad invites bids for "**Online Claude subscription for Education seats for Faculty and Students**"

Schedule of Dates

Sr.No	Particulars	Date	Time
1	Bid Submission Start Date	01.10.2026	17:00 hrs
2	Bid Submission Close Date	07.10.2026	17:00 hrs
3	Opening of Technical Bids	07.10.2026	17:30 hrs

INSTRUCTIONS FOR ONLINE BID SUBMISSION

The Bidders are requested to forward the password protected Technical Bid and password protected Price Bid to the following email IDs on or before the due date. In all, there should be two attachments in favour of "The Director, Indian Institute of Technology Hyderabad, Kandi, Telangana, India 502285" .

- i) Technical Bid with all the Details and Annexures
- ii) Price Bid /Commercial Bid

The Passwords should be different for the Technical Bid and Price Bid. If the Technical Bid is exceeding the size limit for attachment, it can be split into different files (e.g. Tech Bid 1, Tech Bid 2 , so on and so forth)

Indentor Mail ID: **fic.it@comp.iith.ac.in**

For Commercial Query:

hos.snp@iith.ac.in

ar.purchase@iith.ac.in

ar.stores@iith.ac.in

office.stores@iith.ac.in

After the due date & time of submission of bids, the bidders will receive mail from any of the above email IDs requesting to share the password of the Technical Bid. The password will be shared only on receipt of the mail from above IDs after the due date and not prior to that.

Once the bidders are technically qualified, the password for the Price Bid will be sought from the above mentioned email IDs.

Terms and Conditions are as follows:

1. Preparation of Bids: The tender should be submitted under two bid system (i.e) 1. Technical Bid & 2. Commercial/Financial Bid

Technical Specifications: It must be ensured that the offers must be strictly as per our specifications. At the same time, it must be kept in mind that merely copying our specifications in the quotation shall not make the parties eligible for consideration of the quotation. A quotation must be supported with the printed technical leaflet/literature of the quoted model of the item by the quoting party/manufacturer and the specifications mentioned in the quotation must be reflected /supported by the printed technical leaflet/literature. Therefore, the model quoted invariably be highlighted in the leaflet/literature enclosed with the quotation. Non-compliance of the above shall be treated as incomplete/ambiguous and the offer can be ignored without giving an opportunity for clarification/negotiation etc. to the quoting party.

Compliance Statements:

- i) Bidders must furnish a Compliance Statement of each and every required Specification of our tender in the format at ANNEXURE-‘B’. The deviations, if any, from the tendered specifications should be clearly brought out in the statement. Technical literature/leaflet showing the compliance of the specification may also be attached with the quotation.
- ii) The firms are advised to submit the compliance statements essentially along with their quotation failing which their offer will not be considered.

2. Opening of the Tender: The offers/Bids will be opened by the committee constituted for this purpose. The technical bids will be evaluated first by the committee and after meeting the technical offer if the committee recommends the financial bid will be opened.

3. Delivery Period / Timeliness: Delivery and installation should be completed within 7 days from the date of issue of purchase order.

4. Bid Validity Period: The prices must be valid at least for a period of 60 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 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.

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

5. AWARD OF CONTRACT: IIT Hyd, shall award the contract to the bidder if it is technically and commercially qualified.

6. IIT Hyderabad reserves the right to vary quantities at the time of Award of contract.

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

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

7. Cargo Consolidation and Customs Clearance:

IIT Hyd has appointed its own Freight Forwarder and Custom House Agent for all the imports. Please note that all the consignments have to be routed through their associates only. The address and contact details will be provided at the time of placing the Purchase Order.

8. 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

9. 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.

10. Prices:

Bid prices should be filled in the appropriate format. The bidder should quote prices for each and every item/accessories/service separately

11. Bank Charges:

All Bank charges inside India, including opening of LC, to IIT Hyd Account and all charges outside India to Beneficiary's Account only. In case the BIDDER seeks confirmation of LC such confirmation charges are to the Beneficiary's account.

12. Currency of Payment: The contract price will be paid in the currency/currencies in which the price is stated in the contract.

Bidders Quoting in Foreign Currency

- (i) The mode of shipment must be clearly mentioned in the Price Bid viz Ex-works, FCA, FOB, CIP, etc.
- (ii) Courier mode of shipments will not be acceptable. The Shipments must be dispatched under Cargo Mode only.
- (iii) The mode of shipment once mentioned cannot be changed without the consent of IIT Hyd.
- (iv) Any financial implication leading to change of mode of shipment or any deviation from the bid submitted shall be borne by the bidder.
- (v) The charges towards insurance and transportation of the goods and agency commission must be clearly mentioned.
- (vi) The installation, commissioning and training charges (If any) must be mentioned, else the price quoted will be taken as inclusive of installation, commissioning and training.
- (vii) The institute will not be responsible in case bidders fail to include any of the above mentioned prices in their bid. The price mentioned in the Price Bid will be final and the bidder has to comply with that, if awarded the tender.

C. IIT Hyd is exempted from payment of Customs Duty under notification No.51/96 dated 23.07.1996. No other charges than those mentioned clearly in the quotation will be paid.

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

14. Installation:

- a) BIDDER shall be responsible for installation / demonstration wherever applicable and for after sales service during the warranty and thereafter.
- b) Installation demonstration to be arranged by the supplier free of cost and the same is to be done within 15 days of the arrival of the equipment at site, unless otherwise instructed by the Institute

c) After successful installation what will be the minimum down time of equipment/instrument in case of breakdown. If the identified firm or person fails to put the system into working condition what is the further alternative course of action suggested to adhere to minimum down time should be covered in the Technical Bid.

15. Inspection:

- a) If required 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.

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

17. Warranty / Support: 1 yr. Support as per OEM.

18. 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

19. Annual Maintenance Contract: If 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 period. This is mandatory to mention, wherever applicable. No sub-contracting will be allowed for installation or maintaining system/ equipment / instrument during or after warranty period.

20. 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.

21. Freight & Insurance:

a) Imports: In case of imports the freight & insurance will be paid by IIT Hyd , as the consignments are shipped through the IIT Hyderabad nominated freight forwarder (applicable only cases of FCA/FOB shipments).

22. Payment: - No advance payments are allowed. 100% payment will be released after delivery, installation and demonstration of the equipment and submission of the invoice with satisfactory report.

23. 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 will forfeit SD 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.

24. 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.

25. 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.

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

For any technical query related to enquiry you may to contact

Dr. Mrinmoy Datta, FIC IT Service, Email: fic.it@comp.iith.ac.in
Prof. Bheemarjuna Reddy Tamma, Dean Digital Transformation, Email: dean.dt@iith.ac.in

For Commercial query

Mr. Ramesh Kumar - Assistant Registrar, Email: ar.purchase@iith.ac.in, ar.stores@iith.ac.in
Mr. M Venkatesh – Senior Assistant Registrar, Email: ar.purchase@iith.ac.in
Ms. Chanchal Devi – Joint Registrar, Email : hos.snp@iith.ac.in
With CC: office.stores@iith.ac.in

Specifications

1. Student Claude for Education for 12 months – 901 Seats
2. Faculty Claude for Education for 12 months – 237 Seats

Claude for Education- AI-powered service from M/s. Anthropic PBC, to support the Institute's education, research, coding, software development, collaboration, and productivity activities. It should provide advanced AI capabilities for code generation, code review, debugging, technical documentation, data analysis, and research assistance. The service should support students and faculty in academic, research, and professional activities and is expected to be an important component of the Institute's AI-enabled initiatives.

Checklist for BIDDERS

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

Envelope-1(Technical-Bid) (Following documents to be provided as single PDF file)				
Sl. No.	Documents	Content	File Types	Document Attached
1		UNPRICED TECHNICAL BID as per Annexure-‘A’	.PDF	(Yes /No)
2		Format of compliance statement of specification as per Annexure-‘B’	.PDF	(Yes /No)
3		Previous supply order format as per Annexure-‘D’	.PDF	(Yes /No)
4		Bidder Information form as per Annexure-‘E’	.PDF	(Yes /No)
5		Acceptance Of Tender Terms as per Annexure- ‘F’	.PDF	(Yes /No)
6		Relation Certificate as per Annexure- ‘G’	.PDF	(Yes /No)
7		Certificate For DPIIT Registration as per Annexure – ‘H’	.PDF	(Yes /No)
8		PRE-CONTRACT INTEGRITY PACT- Annexure I	.PDF	(Yes /No)
Envelope-2(Financial-Bid)				
Sl. No.	Documents	Content	File Types	Document Attached
1	Financial Bid	Price bid should be submitted in excel as per BoQ	.xls	(Yes /No)

Annexure -A

UNPRICED TECHNICAL BID

(Bidder should provide the following details on their Letterhead)

Quotation No :

Date:

Name of the Bidder_____

Tender No._____

Sr. No	Item Description	Country of Origin	Make & Model	HSN Code	Prices	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	:	
n			

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 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 need to be reproduced in the table at Column No 2 and then fill in the relevant details for each specification. Product Brochure should be attached.

Signature of the Bidder

Name

Stamp

Annexure – D

PREVIOUS SUPPLY ORDER LIST FORMAT

Order placed by {Full address of Purchaser]	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? (Attach a certificate from the Purchaser/Consignee]	Contact Person along with Telephone no., Fax no. and e- mail address.

Signature and Seal of the Manufacturer/ bidder

Place: Date

Annexure-E

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

(tick on appropriate option)

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

Company Category 1) Micro Unit as per MSME

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

CONTACT DETAILS

Contact Name :

Email Id : _____

Designation : _____ Phone No

Mobile No : _____

BANK DETAILS

Name of Beneficiary : _____

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

Name of Bank: _____

IFSC NO. (Bank): _____

Branch Address and Branch Code: _____

Other Details

PAN No. _____

GST No. _____

GeM Registration (If available) _____

Annexure - F

ACCEPTANCE OF TENDER TERMS

(To be given on Company Letterhead)

Date: DD/MM/YYYY

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

Sub: Acceptance of Terms & Conditions
of Tender. Tender Reference No: _____

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 - G

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 H

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

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 period, whichever is later.
- 5.3. In case of the Implementing Agency a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions of Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this pact.
- 5.4. No interest shall be payable by the BUYER to the BIDDER on Earnest Money/Security Deposit for the period of its currency.

6. Sanction for Violations

- 6.1. Any breach of the aforesaid provisions by the BIDDER or anyone employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required: -
 - (i) To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
 - (ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after

the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.

(iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.

(iv) To recover all sums already paid by the BUYER, and in case of an Indian Bidder with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.

(v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments already made by the buyer, along with interest.

(vi) To cancel all or any other contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.

(vii) To debar the BIDDER from participating in future bidding processes of the Government of India for a minimum period of five years, which may be further extended at the discretion of the BUYER.

(viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.

(ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.

(x) Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

6.2 The BUYER will be entitled to take all or any of the actions mentioned at para 6.1(i) to (x) of this Pact also on the commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

6.3 The decision of the BUYER to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent Monitor (s) appointed for the purposes of this Pact.

7. Fall Clause

7.1. The BIDDER undertakes that it has not supplied/is not supplying similar product/systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found at any stage that similar product/systems or sub systems was supplied by the BIDDER to any other Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

8. Facilitation of Investigation

In case of any allegation of violation of any provisions of this Pact of payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

9. Law and Place of Jurisdiction

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

10. Other Legal Actions

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

11. Validity

- 11.1. The validity of this Integrity Pact shall be from date of its signing and extend upto 5 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.
- 11.2. Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.
12. The parties hereby sign this Integrity Pact at Pune on July 24, 2023

Buyer
Name of the Officer

Designation
Deptt./MINISTRY/PSU
Witness

Bidder
Name of the Officer

Designation
Witness

1. _____

2. _____