

## भारतीय प्रौद्योगिकी संस्थान इंदौर सिमरोल, खंडवा रोड, इंदौर, पिन- 453552

Indian Institute of Technology Indore Simrol, Khandwa Road, Indore- 453552

### **GeM Bidding Document**

### <u>for</u>

# Supply and Installation of High Performance Computing Server



Document to be submitted online on GeM for (Technical & Financial Bid as per Schedule of requirement)

#### <u>अन्भाग-1 /SECTION - I</u>

#### विशेष नियम एवं शर्तें / SPECIAL TERMS AND CONDITIONS

- 1. 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) as per vide Ministry of finance OM No. 6/18/2019-PPD dated 23<sup>rd</sup> July 2020.
- 2. <u>Benefits to Micro and Small (MSEs)/Start-Up will be applicable</u> under PP Policy 2012 from MSEs as per MSE guidelines issued by MoMSME.
- 3. The Public Procurement (Preference to Make in India) will be applicable under Order 2017, DIPP, MoCI Order no. P-45021/2/2017-B.E.II dated 15<sup>th</sup> June 2017 and its subsequent amendments.
- 4. Payment: No advance payment will be made in any case. Payment will be released through wire transfer/bank RTGS transfer after Supply, installation testing, inspection& commissioning of the item(s) and if found satisfactory with regard to quality, quantity and specifications ordered. The payment will be released after statutory deductions within 30 days. For the payment, the firm has to submit Supplier's Invoice indicating, inter alia description and specification of the goods, quantity, unit price, total value; challans(s), Manufacturer's guarantee certificate; bank details/cancelled cheque, installation report, performance bank guarantee (if asked) etc. to the Assistant Registrar MM Section, IIT Indore.

#### a) In case of indigenous, the payment term may be

- (i) 80% of the unit cost will be paid against delivery of the goods received in good condition at IIT Indore and accepted by the user department.
- (ii) 20% of the balance of each unit cost will be paid after satisfactory Installation, Commissioning, Testing & Training of the IIT employees and submission of performance bank guarantee.

#### 5. Performance Security:

- a. Within fourteen days (or any other period mentioned in Tender Document or Contract) after the issue of Purchase Order by the Procuring Entity, the firm shall furnish to the IITI, performance security, valid up to <u>sixty days</u> after the date of completion of all contractual obligations by the contractor, including the warranty obligations.
- b. The <u>05%</u> amount of the order vale shall be stipulated in Tender Document or Contract denominated in Indian Rupees or the currency of the contract and shall be in one of the following forms:
  - I. Unless otherwise stipulated in Tender Document or Contract, Account Payee Demand Draft or Fixed Deposit Receipt or Banker's Cheque is drawn on any commercial bank in India, favoring the authority mentioned in therein (or FA&CAO of the Procuring Organization, if not mentioned).
  - II. Bank Guarantee issued by a commercial bank in India, in the prescribed form provided in Format 1.3.
- c. If the contractor, having been called upon by the Procuring Entity to furnish Performance Security, fails to do so within the specified period, it shall be lawful for the Procuring Entity at its discretion to annul the award and enforce Bid Securing Declaration (in lieu of forfeiture of the Bid Security), besides taking any other administrative punitive action like 'Removal from List of Registered Suppliers' etc.
- 6. PREDISPATCH INSPECTION: The firm should arrange the pre-dispatch inspection prior to packing & dispatching of the item if asked by the IIT Indore. The firm should share the entire details of the quoted items with original images, catalog and schematic diagrams before packing. Virtual/Online or physical inspection may be done by the IIT Indore technical committee.

7. BANK DETAILS:

Account Name:

Registrar IIT Indore

Account No.:

36948979864

IFSC Code:

SBIN0030524

Bank Name:

State Bank of India

Branch Address: Simrol Branch, District- Indore (M.P.)

- 8. Items should be delivered only on Working Days (Monday to Friday) during office Hours only i.e. between 10.00 am to 04.00 pm.
- **PRE- INSTALLATION:** Please also mention the pre-installation requirements for the equipment like ambient temperature, humidity, civil work, weather specifications, power specifications, etc. When items are provided full performance satisfaction should be demonstrated.
- 10. INSTALLATION & COMMISSIONING: BIDDER shall be responsible for installation / demonstration wherever applicable and for after sales service during the warranty period and thereafter as mentioned in the contract. Installation demonstration to be arranged by the supplier free of cost and the same is to be done within 30 days of the arrival of the equipment at site. For delayed in delivery or in satisfactory, installation, commissioning, testing & training the liquidated damages will be imposed @ 0.5% (Half Percent) per week subject to a maximum of 10% of the total value of supply order & beyond 10% subject to approval of IIT Indore.
- 11. Liquidated Damages: -As Time is the essence of an order, the date of delivery should be strictly adhered to, otherwise the delivery in full or in part may not be accepted and penalty for late delivery will be imposed @ 0.5% (Half Percent) per week subject to a maximum of 10% of the total value of supply order & beyond 10% subject to approval of IIT Indore. In case of delay in satisfactory Installation Commissioning, Testing, Training, Inspection, Certification etc. also the same rate of penalty shall be leviable. Non- Delivery of material/service may lead to forfeiture of PBG and debarment of the supplier.
- 12. Delivery: Free delivery at IIT Indore in case of indigenous orders.
- **13.** In case the equipment offered requires maintenance after the expiry of the warranty, please indicate the approximate cost of comprehensive and on-call basis maintenance and also the availability of local support or otherwise.
- **14.** The Institute reserves the right to accept or reject any bid at any stage and annul the bidding process and reject all bids at any time prior to award of contract.
- 15. Breach of Terms and Conditions: IIT- Indore reserves the right to accept or reject or cancel any or all inquiries or quotations at any stage without assigning any reason thereof. In case of cancellation of order due to Non-compliance of with Terms and Conditions and Breach of the Contract, No compensation will be paid towards the progress of order/procurement.
- **16. Governing Law:** The order placed will be a contract between the supplier and the buyer and shall be governed by the LAWS of India and under the contract shall be taken by the parties only in Indore, India to competent jurisdiction. All Domestic and International disputes are subject to Indore jurisdiction only.
- **17.** Please note clearly that the Bids sent through FAX, E-mail, by hand and/or by any post/courier shall not be accepted/ processed, in any case.
- 18. All other General Terms & Conditions will as per GeM GTC 4.0 v1.12.
- 19. Format for Price Breakup (FORM-XII) must be uploaded at the time of Price bid submission.
- **20.** All communications with respect to the tender shall be addressed to:

**Deputy Registrar, MM Section** 

4th Floor, Abhinandan Bhawan (West Wing),

Indian Institute of Technology, Indore

Khandwa Road Simrol, Indore- 453552

Tel.: 0731-660 Ext 3369/3551/3408

Email: mms@iiti.ac.in

DefugateGistrar (MM) (सामग्री प्रबंधन विमाग) Deputy Registrar

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(Materials Management Section)

#### <u>अनुभाग-2 / SECTION- II</u>

### पूर्व योग्यता मानदंड/Pre- Qualification Criteria

#### <u> भाग – 1 /PART - I</u>

#### LIST OF DOCUMENTS TO BE UPLOADED WITH TECHNICAL BID

SI. No.	Details	Supporting Document Should be Submitted
1.	The Bidder should be OEM/Authorized/Distributors/Dealers/Firms etc. and should have the existence of firm for a minimum period of 5 Years.	For OEM: - Valid Certificate of Incorporation/Registration Certificate of the firms.
2.	Bidder should submit a valid Manufacturers Authorization Form specific to this tender.	The authorization letter should be on the Letterhead of the concerned OEM. In case of Authorized/distributor/dealer/agent Copy of the valid authorization, the certificate shall be enclosed. Offer submitted without proper authorization shall be liable to be rejected summarily.
3.	The firm should have a strong technical support team available in India to rectify the technical issues related to the Supply and Installation of High Performance Computing Server supply within 24 Hrs.	Bidder should enclose the details of service support (Escalation Matrix details).
4.	Udyam Certificate if bidder claim MSEs should be as per GeM_GTC Clause 04, Point no (xiii), m, (i)	Self-certified copies of documents.
5.	Startup Certificate if bidder claim as a startup	Self-certified copies of documents.
6.	WORK EXPERIENCE: The Vendors / Bidders should have work experience as per the following parameters.  Three similar completed work costing not less than ₹ 18,95,000/- (Rupees Eighteen Lakh Ninety-Five Thousand only) in last 3	Work orders and satisfactory completion valid certificates issued by respective buyer organization of the above order in support of experience to be enclosed. Without submission of completion certificate the
	(Three) years for any Govt./Semi Govt./Centrally Funded Technical Institutes (CFTI) which includes IITs, IISERs, IIMs, NITs, IIITs, IISc and IIEST), CSIR Institutes, Central Universities and /or DAE Institutes (NISER, TIFR) where they have completed the similar works.  OR	The valid certificate should be in Letter Head of the concerned government organization with authorized signatory.
	Two similar completed work costing not less than ₹ 25,22,000/- (Rupees Twenty-Five Lakh and Twenty-Two Thousand only) in last	

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TENDER	TENDER No.: IITI(MM)/CHE/1/1A/603/DEP/GC/2024-2025			
	3 (Three) for any Govt./Semi Govt./Centrally Funded Technical Institutes (CFTI) which includes IITs, IISERs, IIMs, NITs, IIITs, IISc and IIEST), CSIR Institutes, Central Universities and /or DAE Institutes (NISER, TIFR) where they have completed the similar works			
	OR One similar completed work costing not less than ₹ 44,15,000/- (Rupees Forty-Four Lakh and Fifteen Thousand only) in last 3 (Three) years for any Govt./Semi Govt./Centrally Funded Technical Institutes (CFTI) which includes IITs, IISERs, IIMs, NITs, IIITs, IISc and IIEST), CSIR Institutes, Central Universities and /or DAE Institutes (NISER, TIFR) where they have completed the similar works.  Note: Similar work means Supply and Installation of High Performance			
-	Computing Server.			
7.	Bidder Information	As per enclosed FORM - V		
8.	List of other Govt. Departments, Public Sector units and Central Autonomous Bodies for which the bidder is supplying material or having the similar type of contracts and a valid certificate regarding the satisfactory performance of the contract	As per enclosed FORM VI		
9.	Bidder Acceptance of Tender Document	As per enclosed FORM VII		
10.	The bidder should not have been blacklisted by any Government / Semi Government / Board /Corporations /Autonomous Body/ PSU. An undertaking/declaration in this regard should been closed. If any such matter i.e. of blacklisting /suspension is subjudice, even then the concerned firm shall be technically disqualified. "If any one or more Partner/ Directors of any debarred/blacklisted agency promotes or forms a new contracting firm or a sister-concern firm of the said debarred/blacklisted agency, then it shall also be considered as a debarred /blacklisted firm".	As per enclosed FORM IV		
11.	The quoted products should not be under end of sales or end of support in next 05 (five) years from the date of submission.	As per enclosed FORM XI		
12.	Make In India- Class-I or Class-II Local Supplier.	A Self-Declaration Certificate regarding "Class-I or Class-II Supplier" for the tendered item as per the Annexure- is to be submitted.		

TENDER I	TENDER No.: IITI(MM)/CHE/1/1A/603/DEP/GC/2024-2025				
13.	FINANCIAL TURNOVER:  The Bidder Annual Financial Turnover should be more than ₹ 63 Lakh during the past three financial years namely 2021-22, 2022-23 and 2023-24.  And In case of OEM, the Average Annual Turn Over of OEM should be ₹ 2.50 Crore during the past three financial years namely 2021-22, 2022-23 and 2023-24.  The Vendors / Bidders should not have incurred any loss during the last 3 (Three) years (as of 31st March 2024). Profit after Tax should be positive for the abovementioned period.	As per enclosed FORM VIII and Attach a separate neatly typed sheet on the letter head of Registered Chartered Accountant OR enclose copies of audited Balance Sheet and Profit & Loss Statement for the previous 3 financial year as specified in bid document and further details if required may be asked from the contractor after opening of technical bids. There is no need to upload entire voluminous balance sheet.			
14.	The OEM should have a registered office in Indore/Bhopal for faster response.	Certificate should be submitted as proof of the same.			
15.	The bidder/supplier should have resident engineers in the M.P. region for faster response. These engineers should be technically qualified and capable to handle the installation of various scientific applications.	A declaration on company letter head with engineer details should be submitted.			
16.	The OEM should have a local registered office in Madhya Pradesh. Shop & Establishment Certificate from Govt. should be submitted as proof of the same.				
17.	Solvency Certificate required of ₹ 50,00,000/- for bidder.	The certificate should be on the letter head of the bank. This certificate should have been issued within 6 months from original date of the submission of tender.			
18.	Integrity Agreement: Signed Copy of the agreement should be submitted on the firm's letter head.	As per enclosed FORM XIII			
19.	The bidder must submit the EPR registration copy in the technical bid.				
20.	The bidder must submit the E-Waste Certificate in the technical bid.				

Note: Non-Compliance with any of the above conditions by the bidders will amount to non-eligibility for which tender has been floated and its bid shall be liable to be rejected summarily.

Signature & Seal of Bidder

#### <u>अनुभाग-2 / SECTION- II</u>

### तकनीकी विशिष्टता / Technical Specification

#### <u>भाग - 2 /PART - II</u>

(Bidder should submit compliance matrix along with Technical Bid)

Item details and technical specifications as mentioned below: <u>Supply and Installation of High Performance Computing Server.</u>

Sr. No.	Features	Item	Description/ Specification	Qty.	Compliance Yes/No	Deviatio n if any
1.	High performance Computing Server	Master Node Qty-01 No.	Processor: 2 x Intel® Xeon Silver 4514Y 16C/32T 2.0GHz 30MB 150W (Total 32 Cores) Chipset: Intel® C741 RAM: 4 x 32GB ECC 4800MHz DDR5 RDIMM (Total 128 GB RAM) NVMe: 2 x 960GB SATA 2.5" SSD HDD: 6 x 12TB SATA 3.5" 7200K HDD RAID: 12 Gb/s Multi-Port SAS PCIe Gen 4.0 Internal RAID with 0, 1, 5, 6, 10 Supports (1 GB) PCie: 4 PCIe 5.0 x 16; 2 PCIe 5.0 x8 Slots NIC: Dual Gigabit Ethernet ports AOC: Dual 25G SFP+ Ports Video: VGA IPMI: IPMI 2.0 with virtual media over LAN and KVM-over-LAN support USB: 4 USB 3.0 Ports Chassis: 2U RackMount Chassis with 8 x 3.5" Hot Swap Drive Bays Security: TPM 2.0 Certified Power Supply: 1200W Redundant Titanium Level Power Supply Processor: 2 x Intel® Xeon Gold 6548Y+ 32C/64T 2.5G 60MB 250W (Total 64 Cores) Chipset: Intel® C741 RAM: 16 x 32GB ECC 4800MHz DDR5 RDIMM (Total 512 GB) SSD: 1 x 960GB SATA 2.5" SSD AIOM: Dual 25G SFP+ Ports Video: PCIe 2D VGA+BMC+KVM-over-IP Ports: 2 x USB 3.0 Ports Exp. Slots: Total 2 x PCI-E 5.0 x16 Slots & 2 x OCP Slots IPMI: IPMI 2.0 with virtual media over LAN and KVM-over-LAN support USB: 4 USB 3.0 Ports Exp. Slots: Total 2 x PCI-E 5.0 x16 Slots & 2 x OCP Slots IPMI: IPMI 2.0 with virtual media over LAN and KVM-over-LAN support USB: 4 USB 3.0 Ports Security: TPM 2.0 Certified Chassis: 1U Rackmount (Total 4 x 3.5"	Qty. 01 No.	Yes/No	
	-		Hot-Swap SAS/SATA drive bays)  Power Supply: 860W Platinum Level Power Supply  Processor: 2 x Intel® Xeon Gold 6548Y+	-		

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TENDER No.: IITI(MM)/CHE/1/	A/603/DEP/GC/2024-2025	,
GPU Compute Node Qty-01 No.	32C/64T 2.5G 60MB 250W (Total 64 Cores)  Chipset: Intel® C741  RAM: 8 x 64 GB ECC 4800MHz DDR5 RDIMM (Total 512 GB)  SSD: 1 x 960GB SATA 2.5" SSD  GPU: 2 x Nvidia® RTX 4500 ADA (24 GB)  AIOM: Dual 25G SFP+ Ports  Video: VGA  Ports: 2 x USB 2.0  PCie: 3 PCle 5.0 x16 Double-Width Slots  Security: TPM 2.0 Certified  IPMI: IPMI 2.0 with virtual media over LAN and KVM-over-LAN support  Power Supply: 1600W Redundant Titanium Level Power Supply  Chassis: 2U Rackmount Chassis with 12 x 3.5" Hot Swap Bays	
Primary Interconnec t-25G Switch Qty-01 No.	25 GbE SFP28 with 8 x 100 GbE QSFP28 managed witch along with the cables	
Secondary Interconnec t- 1G Switch Qty-01 No.		
Cluster Manageme nt tool Qty-01 No.	Cluster management software with GUI interface for scheduling, monitoring and managing the jobs	
Warranty	05 Years Onsite warranty plus 05 years online support	
Service support	Next business day support for 05 years	

#### Note:

- A. The bidder should submit his acceptance against each column as YES/NO and if No, the bidder should specify the deviation.
- B. Valid proof of the document in support of the claim to be enclosed with the technical bid.
- C. The Quantity mentioned above is also indicative and might change in the final order.
- D. Prospective bidders can quote Rate as per Unit and the institute will decide on the final order quantity.
- E. OEM Packing: The OEM sealed packing of materials. If seal is broken the Item will be rejected.

(Signature of the Bidder, with Official Seal)

### <u>अनुभाग-2 / SECTION- II</u>

### अम्ल्यंकित तकनीकी बोली / UNPRICED TECHNICAL BID

#### <u> भाग – 3 /PART - III</u>

(Bidder should provide the following details on Letter head)

TENDER NO.:	Date:
Name of the Bidder <sub>_</sub>	

Sr. No.	Item Description	Quantity	Make	Model	HSN Code	GST %	Country of Origin
1						****	
2							
3						<del></del>	

SI	Other Terms	Compliance	
No.			Yes/No
1.	Payment	100% payment will be released through RTGS/NEFT.	
	terms	80% payment against delivery and acceptance of the	
-		items and balance 20% after successful installation,	
		commissioning, testing, training of the items and	
		submission of PBG.	
2.	Delivery	Within 03 weeks from the date of Purchase order/	- ***
	Period	GeM Contract Order.	
3.	Installation	tallation Will be done by the firm free of cost within 30 days	
		from the date of delivery of the item.	
4.	Warranty 5 years on-site Comprehensive warranty from the		
		date of installation & acceptance of the item.	
5.	Service		
	Support		
6.	Training	Onsite training should be provided by the firm free of	
		cost by the expert engineer	
7.	AMC 3 years comprehensive. Bidder should quote AMC		
		charges separately. (AMC will be optional).	

#### <u>प्रपत्र -1 / FORM-I</u>

### निर्माता का अनुजा और वारंटी समर्थन पत्र

# MANUFACTURER'S AUTHORIZATION & WARRANTY SUPPORT DECLARATION (ON OEMs Letter head)

	Date:
Tender No / GeM bid no:	
To The Registrar Indian Institute of Technology Indore	
We, [name of Manufacture Insert type of goods manufactured] having Manufacturer's factories], do hereby authorize submit a bid the purpose of which is to provide us [insert name and or brief description of the end of the contract.	e [insert complete name of Bidder] to the following goods, manufactured by
We hereby extend our full guarantee, warranty support in accordance with the Terms and Cor 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:

#### प्रपत्र -2 / FORM-II

#### स्थानीय सामग्री के लिए घोषणा

#### **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:	<del></del>					
To The Registrar Indian Institute of Technology Indore							
Sub: Declaration of Local content							
Tender No:							
Name of Goods & Services: -							
Country of Origin of Goods being offered:							
2. We hereby declare that items offered have exact %).	as% local content (Pl	lease provide					
3. Details of location at which local value a address to	be	mentioned)					
"Local Content" means the amount of value	e added in India which sha	ll, be the total					

"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)

#### प्रपत्र -3 / FORM-III

#### डीपीआईआईटी पंजीकरण के लिए घोषणा पत्र

#### **Declaration for DPIIT Registration (on OEM's Letter Head)**

#### **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

#### <u>प्रपत्र -4 / FORM-IV</u>

### स्वच्छ छवि/कोई कान्नी कार्रवाई नहीं होने के संबंध में घोषणा पत्र

#### **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		
preceding three years from the date of publishing of	tender.		
I also certify that the above information is t	rue and correct in any every respect		
and in any case at a later date it is found that any	details provided above are incorrect,		
any contract given to the above firm may be summar	ily terminated and the firm blacklisted.		
Date:	Authorized Signatory		
	Name:		
Place:	Designation:		
	Contact No.:		

#### <u>प्रपत्र -5 / FORM-V</u>

### बोलीदाता सूचना प्रपत्र

#### **BIDDER INFORMATION FORM**

	TAMPATION TOTAL
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 Legal Status (tick on	1) Limited Company
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 Name	
Email Id	
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:
Vendor's PAN No. (Should be	
attached)	
Vendor's GST No. (Should be	
attached)	

#### प्रपत्र -6 / FORM-VI

#### पिछली आपूर्ति आदेश सूची प्रारूप

#### PREVIOUS SUPPLY ORDER LIST FORMAT

Order placed by  {Full address of Purchaser]	Order No. and Date	Description and quantity of ordered equipment	Contact Person along with Telephone no., Fax no. and e-mail address.

Place:

be

given

(To

#### <u>प्रपत्र -7 / FORM-VII</u>

### निविदा शर्तों की स्वीकृति हेतु ACCEPTANCE OF TENDER TERMS

on

Company

Letter

Head)

	Date: DD/MM/YYYY
	To, The Registrar Indian Institute of Technology Indore
	Sub: Acceptance of Terms & Conditions of Tender"
1.	Dear Sir,  I/ We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/Work' 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 from Page No to (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 and I have no objection for any of the content of the bid document. The rates quoted by me/us are valid and binding on me/us for acceptance till the validity of bid.
3.	I / We hereby unconditionally accept the tender conditions of above-mentioned tender document(s) / corrigendum(s) in its totality / entirety.
4.	I / We do hereby declare that our Firm has not been blacklisted/ debarred by any Govt. Department/Public sector undertaking.
5.	I / We do hereby declare that we have quoted our firm rates inclusive of taxes if not mentioned extra.
6.	I/We agree to hold this offer open until 180 days and shall be bound to supply/commission/install/test the equipment and dispatch the same within the specified period.
7.	I/We agree that in case if we fail to deliver the goods/complete the work/supply within the stipulated time, then institute has full power to compound the liquidity damages or forfeit the Bid Security/Security Deposit or any necessary action as deemed fit can be taken by the IIT Indore.
8.	The articles shall be of the best quality and of the kind as per the requirement of the institution. The decision of the IIT Indore, India (herein after called the said officer) as regard to the quality and kind of article shall be final and binding on me. Should the said officer deem it necessary to change any article on being found of inferior quality, it shall be replaced by me/us free of cost in time to prevent inconvenience.
9.	I/We declare that no legal/financial irregularities are pending against the proprietor/partner of the biding firm or manufacturer.

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- 10.I/We undertake that the items supplied are as per Demonstration/Catalogue/technical literature description.
- 11. I/We undertake that the quoted rates are not higher than that approved in any other Govt. institutions in India for the same items during the current Financial Year.
- 12. I/we do hereby confirm that the prices/rates quoted are fixed and are at par with the prices quoted by me/us to any other Govt. of State/Central//Institute/Department/PSUs. I/we also offer to supply the Equipment/stores at the prices and rates not exceeding those mentioned in the price bid.
- 13. I/We do hereby confirm that I/we aware about the provisions of "Make in India"/startup initiatives and directives regarding Price Preference Policy to Make in India Registered Bidders and I/We undertake for following the same as per directions of IIT Indore in respect of this E-Bid Enquiry.
- 14. I/we have necessary infrastructure for the maintenance of the equipment and will provide all accessories/spares as and when required.
- 15. I/we also declare that in case of change of Indian Agent or for any other change. Merger, dissolution solvency etc. in the organization of our foreign principles, we would take care of the Guarantee/Warranty/Maintenance of the machinery/equipment and have provided written confirmation for the same.
- 16. I/we undertake to get the equipment repaired/replace within 48 hours of the receiving of the complaint from the institute failing which a penalty of @ 1% of the cost may be recovered from the Bank Guarantee before releasing the same to us after completion period.
- 17. I/we undertake, If as a result of post payment audit any over payment is deducted in respect of any Supply/work done by our Agency or alleged to have been done by our Agency under this bid, it shall be recovered by the IIT Indore from our Agency.
- 18.I/we undertake, If any under payment is discovered, the amount shall be duly paid to our Agency by the IIT Indore.
- 19. I/we undertake that we shall liable to provide all the relevant records copies during the concurrency period of Contract or otherwise even after the Contract is over, whenever required by IIT Indore.

Yours Faithfully,

(Signature of the Bidder, with Official Seal)

#### प्रपत्र -8 / FORM-VIII

### वार्षिक कारोबार की घोषणा और

### इनकम टैक्स रिटर्न

# DECLARATION OF ANNUAL TURNOVER AND INCOME TAX RETURN

(To be submitted on Firm/Company Letterhead)

To, The Registr Indian Instit	ar ute of Technology	Date :		
Sub: NIT N	0			
Dear Sir,				
	•	that, our firm's Annual <sup>-</sup> ed Accounts for your re		and I/we
	F.Y 2021-22	F.Y 2022-23	F.Y 2023-24	
And,				
		firm had filed Income Ta . 2023-24. Supported b		
(Signature of Company S	of the Tenderer) real:			

#### <u>प्रपत्र -9 / FORM-IX</u>

### प्रश्न प्रारूप/ QUERY FORMAT

Name of the Firm:	
Address:	
Email ID:	
Contact No :	

SI. No	Reference of the Clause No. of the Tender Document	Query/Clarification/ Deviation sought	Clarification/Response from IIT Indore
1			
2			
3			
4		·	
5		F	
6			
7			
8			7000
9			
10			

#### प्रपत्र -10 / FORM-X

# परफॉरमेंस सिक्योरिटी प्रारूप

### PERFORMANCE SECURITY FORMAT

I O,
WHEREAS
AND WHEREAS it has been stipulated by you in the said contract that the supplie shall furnish you with a bank guarantee by a scheduled commercial bank recognized by you for the sum specified therein as security for compliance with its obligations in accordance with the contract;
AND WHEREAS we have agreed to give the supplier such a bank guarantee:
NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total of
We further undertake to pay the Purchaser any money so demanded notwithstanding any dispute or disputes raised by the supplier(s)/vendor(s) in any suit of proceeding pending before any court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the supplier(s)/vendor(s) shall have no claim against us for making such payment.
We hereby waive the necessity of your demanding the said debt from the supplied before presenting us with the demand.
We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the supplier shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.
This guarantee shall be valid until the day of
(Signature of the authorized officer of the Bank)
Name and designation of the officer Seal: Name & address of the Bank Address of the Branch: Phone No.: E-mail ID:.

#### प्रपत्र - 11 / FORM-XI

### बिक्री और समर्थन के संबंध में घोषणा

# <u>DECLARATION REGARDING SALES AND SUPPORT</u> (to be provided on letter head of the firm)

To, The Regi Indian Ins	strar stitute of Technology Indore		
consister	ss listed below are currently atly provided service and su onal competence, dedication,	ipport in their region.	ganization and have We attest to their
SI. No.	Name	E-mail ld	Contact No.
1	Mr.		
2	Mr.		
3	Mr.		
support w commitme provided We also d any case	nt manufacturers (OEMs) shall within the next five years from the ent aims to ensure the continutely us, fostering stability and trucertify that the above information at a later date it is found that a given to the above firm manufacture.	not be subjected to e ne date of submission of uity and reliability of p st on is true and correct in any details provided abo	this declaration. This roducts and services every respect and in ove are incorrect, any
		(Signa	ature of the Tenderer)
		Compa Name	any Seal : :
		Date :	

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#### प्रपत्र -12 / FORM-XII

#### Format for Price Breakup/Financial Document

#### <u>for</u>

#### Supply and Installation of High Performance Computing Server.

Name of the Bidder/ Bidding Firm / Company:

Sr. No.	Item		Qty.	Unit Price in INR (₹)	GST in INR (₹)	Total Price in INR (₹)
		Master Node	01 No.			
		CPU only node	06 Nos.			
1.	Installation of High Performance Computing Server	CPU + GPU Compute Node	01 No.			
		Primary Interconnect-25G Switch	01 No.			
		Secondary Interconnect- 1G Switch	01 No.			
		Cluster Management tool	01 No.			

#### Note:

- 1. All Terms & Conditions will be as per NIT Document uploaded on GeM.
- 2. Format for Price Breakup (FORM-XII) must be uploaded at the time of Price bid submission.

(Signature of the Tenderer)

Company Seal Date:

1)

(a)

(b)

#### प्रपत्र -13 / FORM-XIII

#### (To be printed on Supplier's letterhead)

INTEGRITY AGREEMENT												
This 20	-	•	\greement		made	at		on	this		day	of
					•	BE1	WEEN					
The	IIT	Indore,	represen	nted	_		Registrar			_		IIT Indore ferred as the
			Idress of Divude its succe		'Principal	/Owne nitted a	r', which exp	ressio	n shall ı	unless repu	gnant to	the meaning
Name	and	Address	s of the I	ndividı	ual/firm/C						************	
signat	ory) to	as the "		ractor"	and which	ch exp						authorized ng or context
						Pre	amble					
for "Contra regulat Contra Integrit also be	act". Altions, of tions, of the content of the cont	ND WHE economi AND Wement (las integr	EREAS the I c use of re HEREAS to hereinafter re al part and p	Principesource meet eferred parcel date attion date.	pal/Owner es and o the purp d to as "li of the Ter	at II value of fain oose a ntegrity nder/Bi	T Indore." (Nos full compliness/transpanforesaid bothy Pact" or "Pid documents	Name of ance warency in the Pact"), its and (	of work with all in its parties the tern Contract	) hereinafter relevant lawarelation with have agreens and con- thetween the	er referre ws of the th its B ed to er ditions o ne partie	lure, contract ed to as the e land, rules, idder(s) and nter into this f which shall s.
Article	1: Co	<u>mmitme</u>	nt of the Pr	incipa	I / Owner	<u>r</u>						
following No end with the any manger of the end of the	ng prind nployed e Tend aterial d cipal/C particu e to a	ciples of the lifer, or the or immate owner will lar, befo	Principal / O e execution erial benefit II, during the ere and durin	owner, of the which Tende g the ential	personall Contract the perso er proces Tender pi / addition	ly or the c, demonstrated on is no s, treat rocess nal inf	nrough any cand, take a pot legally entited all Bidder(so provide to a formation the	of his / promis itled to ) with o all Bido rough	her fan e for or equity a der(s) th	nily membe accept, for and reason. ne same inf	rs, will in self or The Print ormation	observe the n connection third person, ncipal/Owner and will not d obtain an
he Prin has be				our to e	exclude fi	om th	e Tender pro	ocess	any per	son, whose	conduc	t in the past

- 2) If the Principal/Owner obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal code (IPC)/Prevention of Corruption Act, 1988 (PoC Act) or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, the Principal/Owner will inform the Chief Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.
- 3) If the Principal/Owner obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal code (IPC)/Prevention of Corruption Act, 1988 (PoC Act) or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, the Principal/Owner will inform the Chief Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

#### Article 2: Commitment of the Bidder(s) / Contractor(s)

- 1) It is required that each Bidder/Contractor (including their respective officers, employees and agents) adhere to the highest ethical standards, and report to the Government / Department all suspected acts of fraud or corruption or coercion or collusion of which it has knowledge or becomes aware, during the tendering process and throughout the negotiation or award of a contract.
- 2) The Bidder(s)/Contractor(s) commits himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender process and during the Contract execution:
- a) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal/Owner's employees involved in the Tender process or execution of the Contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the Contract.
- b) The Bidder(s)/Contractor(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process.
- c) The Bidder(s) / Contractor(s) will not commit any offence under the relevant IPC/PoC Act. Further the Bidder(s) / Contractor(s) will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the Principal / Owner as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- d) The Bidder(s) / Contractor(s) of foreign origin shall disclose the names and addresses of agents / representatives in India, if any. Similarly Bidder(s) / Contractor(s) of Indian Nationality shall disclose names and addresses of foreign agents/representatives, if any. Either the Indian agent on behalf of the foreign principal or the foreign principal directly could bid in a tender but not both. Further, in cases where an agent participate in a tender on behalf of one manufacturer, he shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent/parallel tender for the same item.
- 3) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- 4) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm indulge in fraudulent practices means a willful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the Government interests.
- 5) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm use Coercive Practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/ her reputation or property to influence their participation in the tendering process).

#### **Article 3: Consequences of Breach**

Without prejudice to any rights that may be available to the Principal /Owner under law or the Contract or its established policies and laid down procedures, the Principal/Owner shall have the following rights in case of

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breach of this Integrity Pact by the Bidder(s)/Contractor(s) and the Bidder/ Contractor accepts and undertakes to respect and uphold the Principal/Owner's absolute right:

- 1) If the Bidder(s)/Contractor(s), either before award or during execution of Contract has committed a transgression through a violation of Article 2 above or in any other form, such as to put his reliability or credibility in question, the Principal/Owner after giving 14 days' notice to the contractor shall have powers to disqualify the Bidder(s)/Contractor(s) from the Tender process or terminate/determine the Contract, if already executed or exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Principal/Owner. Such exclusion may be forever or for a limited period as decided by the Principal/Owner.
- 2) Forfeiture of EMD/Performance Guarantee/Security Deposit: If the Principal/Owner has disqualified the Bidder(s) from the Tender process prior to the award of the Contract or terminated/determined the Contract or has accrued the right to terminate/determine the Contract according to Article 3(1), the Principal/Owner apart from exercising any legal rights that may have accrued to the Principal/Owner, may in its considered opinion forfeit the entire amount of Earnest Money Deposit, Performance Guarantee and Security Deposit of the Bidder/Contractor.
- 3) Criminal Liability: If the Principal/Owner obtains knowledge of conduct a Bidder or Contractor, or of an employee or a representative or an associate of a Bidder or Contractor which constitutes corruption within the meaning of IPC Act, or if the Principal / Owner has substantive suspicion in this regard, the Principal/Owner will inform the same to law enforcing agencies for further investigation.

#### Article 4: Previous Transgression

- The Bidder declares that no previous transgressions occurred in the last 5 years with any other Company in any country confirming to the anticorruption approach or with Central Government or State Government or any other Central/State Public Sector Enterprises in India that could justify his exclusion from the Tender process.
- 2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the Tender process or action can be taken for banning of business dealings/ holiday listing of the Bidder/Contractor as deemed fit by the Principal/ Owner.
- 3) If the Bidder/Contractor can prove that he has resorted / recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal/Owner may, at its own discretion, revoke the exclusion prematurely.

#### Article 5: Equal Treatment of all Bidders/Contractors/Subcontractors

- 1) The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder/Contractor shall be responsible for any violation(s) of the principles laid down in this agreement/Pact by any of its Sub-contractors/sub-vendors.
- 2) The Principal/Owner will enter into Pacts on identical terms as this one with all Bidders and Contractors.
- 3) The Principal/Owner will disqualify Bidders, who do not submit, the duly signed Pact between the Principal/Owner and the bidder, along with the Tender or violate its provisions at any stage of the Tender process, from the Tender process.

#### Article 6: Duration of the Pact

This Pact begins when both the parties have legally signed it. It expires for the Contractor/Vendor 6 months after the completion of work under the contract or till the continuation of defect liability period, whichever is more and for all other bidders, till the Contract has been awarded.

If any claim is made/lodged during the time, the same shall be binding and continue to be valid despite the lapse of this Pacts as specified above, unless it is discharged/determined by the Competent Authority of IIT Indore.

#### **Article 7: Other Provisions**

- 1) This Pact is subject to Indian Law, place of performance and jurisdiction is the Head Quarters of the Division of the Principal/Owner, who has floated the Tender.
- 2) Changes and supplements need to be made in writing. Side agreements have not been made.
- 3) If the Contractor is a partnership or a consortium, this Pact must be signed by all the partners or by one or more partner holding power of attorney signed by all partners and consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by Board Resolution.
- 4) Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intensions.
- 5) It is agreed term and condition that any dispute or difference arising between the parties with regard to the terms of this Integrity Agreement / Pact, any action taken by the Owner/Principal in accordance with this Integrity Agreement/ Pact or interpretation thereof shall not be subject to arbitration.

#### Article 8: Legal and Prior Rights

**BUYER** 

All rights and remedies of the parties hereto shall be in addition to all the other legal rights and remedies belonging to such parties under the Contract and/or law and the same shall be deemed to be cumulative and not alternative to such legal rights and remedies aforesaid. For the sake of brevity, both the Parties agree that this Integrity Pact will have precedence over the Tender/Contact documents with regard any of the provisions covered under this Integrity Pact.

IN WITNESS WHEREOF the parties have signed and executed this Integrity Pact at the place and date first above mentioned in the presence of following witnesses:

Deputy Registrar (MMS), IIT INDORE Date & Place:	BIDDER Signature with Seal Date & Place:
WITNESSES:	WITNESSES:
1(Indenter) (Signature, name and address)	1 (Signature, name and address)
2. (Signature, name and address)	2(Signature, name and address)