



**Department of Sustainable Energy Engineering  
Indian Institute of Technology, Kanpur  
Kalyanpur, Kanpur – 208016 (U.P.)**

**Invites**

**Expression of Interest (EOI)**

**EOI Reference Number: IITK/SEE/KSS/2023/01**

**From**

**OEM or their authorized distributors (Bidders)**

**For**

**Design, supply, installation, testing, commissioning,  
support, and maintenance of a High-Performance  
Computing (HPC) Cluster Unit**

## EXPRESSION OF INTEREST (EOI) DOCUMENT

Sealed quotations expression of interest (EOI) from eligible bidder(s) which are **valid for a period of 90 days** from the date of EOI opening (i.e. ~~11.01.2024~~ **22.01.2024**) are invited for “Design, supply, installation, testing, commissioning, support, and maintenance of High-Performing Computing (HPC) cluster unit at IIT Kanpur.”

The sealed copy of bids must reach the following address on or before the Bid Submission End Date & Time.

To,

Prof. Ashish Garg  
Department of Sustainable Energy Engineering,  
PREFAB, Block ‘C’, Room No 112  
Indian Institute of Technology Kanpur,  
Kanpur – 208016, Uttar Pradesh, India

Name of Work	Design, supply, installation, testing, commissioning, support, and maintenance of High-Performance Computing (HPC) Cluster unit at IIT Kanpur
Estimated Cost	Rs. 3.00 Crore
<b>Date of Publishing</b>	29.12.2023, 5:30 PM
Date and time for seeking clarification (email to <a href="mailto:emkay@iitk.ac.in">emkay@iitk.ac.in</a> )	Until 05.01.2024, 05:00 PM
Date and time for responding (as appropriate)	Until 08.01.2024, 05:00 PM
<b>EOI Submission Start Date</b>	<b>01.01.2024, 03:00 PM</b>
<b>Last Date and time of submission of EOI</b>	<del>10.01.2024, 04:30 PM</del> <b>10.01.2024, 22.01.2024, 04:30 PM [No further extension]</b>
Online presentation of the qualified bidders	To be notified through e-mail
Last Date and time of submitting EMD and other documents at IIT Kanpur (if any)	Not Applicable
Date and time of opening of EOI	<del>11.01.2024, 03:30 PM</del> <b>23.01.2024, 03:30 PM</b>
Date and time of opening of Financial Bids	Not Applicable

**Note: Only the qualified bidders for the EOI will be intimated via email for further steps**

## **INSTRUCTION FOR EXPRESSION OF INTEREST (EOI) SUBMISSION**

### **1. TECHNICAL BID/EOI:**

- a) **List of Documents to be scanned and submitted within the period of bid submission: -**
- i) Scanned copy of incorporation and bank details (Bank details of principal supplier in case of Importshipments)
  - ii) Scanned certificate of GST, ESI & EPF
  - iii) Solvency certificate recently issued by any Nationalized Bank for a Sum of Rs 1.2 Crores.
  - iv) Scanned copy of certified annual report including balance sheet and profit and loss Account statement with turnover not less than Rs 8 Crores for the past three consecutive years.
  - v) Scanned copy of similar nature of work experience (as mentioned in eligibility section 3(viii) Page 7)
  - vi) Scanned copy of EOI acceptance letter, and annexure(s) and other documents as given in EOI.
  - vii) Scanned copy of documents asked in technical evaluation (as mentioned in eligibility section 3(ix) Page 8).
- b) **For Import Shipments – Shipping Terms Ex-Works/FOB are preferred.**

**NOTE - no indication of the rates/amounts should be made in any of the documents submitted with the Technical - BID.**

### **2. LAST DATE FOR SUBMISSION OF EOI:**

- i) Offline bids, complete in all respects, must be submitted on or before the last date and time specified in the schedule of events.
- ii) The IIT, Kanpur may, at its own discretion, alter/extend the last date for submission of EOI.

### **3. EOI VALIDITY:**

- i) EOI should be valid for a period of 90 days from the date of opening.
- ii) EOI submitted offline valid for a shorter period shall be declared as non-responsive.

### **4. MODIFICATION/SUBSTITUTION/WITHDRAWAL OF BIDS:**

- i) No Bid shall be modified, substituted, or withdrawn by the Bidder after the Bid's due Date.
- ii) Any alteration/ modification in the Bid or additional information supplied after the Bid's due Date, unless the same has been expressly sought for by the Authority, shall be disregarded.

### **5. REJECTION OF THE BID:**

The bid submitted shall become invalid if: -

- i) The bidder is found ineligible.
- ii) The bidder does not submit all the documents as stipulated in the bid document.

6. Bidder(s) should go through Section-I and Section-II thoroughly before filling and submitting the application.

## **DOCUMENTS OF EXPRESSION OF INTEREST (EOI)**

This EOI document comprises of the following sections:

- i) Section-I: Invitation for Expression of Interest
- ii) Section-II: Scope of Work
- iii) Section-III: Application Form and Annexures

**SECTION-I:**  
**INVITATION FOR EXPRESSION OF INTEREST (EOI)**

## **DETAILED NOTICE INVITING EXPRESSION OF INTEREST (EOI)**

**EOI Reference No.:** IITK/SEE/KSS/2023/01

**EOI Submission Start Date:** January 01, 2024, 03:00 PM

**EOI Submission Closing Date:** **January 22, 2024, 04:30 PM [No further extension]**

Expression of interest (EOI) is invited from the bidders for “**Design, supply, installation, testing, commissioning, support, and maintenance of High-Performance Computing (HPC) Cluster unit at IIT Kanpur**”.

### **1. General statement of objectives and brief description of the project:**

IIT Kanpur proposes to engage reputed System Integrators or OEMs for Design, Supply, Installation, testing, commissioning, support, and maintenance of High-Performance Computing Cluster unit, as described under scope of contract.

The prospective contractors shall be well experienced in the state-of-the-art developments in HPCs and are expected to provide the details of the technical specifications for the proposed project in their response to the EOI, based on the brief outline of scope given in this call.

It may be noted that this is an invitation for EOI and should not be construed as the Tender/ Request for Proposal (RFP) in any form and would not be binding on the Institute in any manner whatsoever. Expression of Interest prepared in accordance with the procedure enumerated in this document should be sent offline in a sealed envelope. The application should be accompanied with the following information:

### **2. Pre-qualification of the bidders:**

Shortlisting based on bidders expressing interest will be done, who can render high degree of professional services in the field of work mentioned below in the document as per the eligibility criteria defined in the EOI document. The short-listed bidders may be invited for online technical presentation for technical evaluation as per technical evaluation criteria as laid in the EOI document. Based on the marks obtained in the technical evaluation, bidders shall be shortlisted for submission of the financial proposals through Limited Tender Enquiry (LTE) floated by IIT Kanpur. The IIT Kanpur is not bound to go only for LTE but may also invite fresh Global Tender Enquiry in case of less no. of suitable agencies as per the IIT Kanpur committee.

The marks/grades will be awarded for technical evaluation purposes as per the Technical Evaluation grading criteria as mentioned at Table 1.

Subsequently IIT Kanpur reserves the right to accept/reject any application at the prequalification stage without assigning any reason whatsoever.

**Table 1.** (Technical Evaluation Criteria of EOI)

Criteria	Sub-criteria	Weightage	Break-up of Weightage
Similar nature of work worth as in a <b>single</b> PO	i) 3 – 5 Crores ii) >5 – 8 Crores iii) More than 8 crores	i) 6 Marks ii) 8 Marks iii) 10 Marks	7.5%
Financial strength of the bidder (based on Turnover figures of the last three years)	i) 8 - 10 crores ii) > 10 – 15 crores iii) > 15 crores	i) 6 Marks ii) 8 Marks iii) 10 Marks	7.5%
Number of HPC listings in top500.org	i) Up to 2 ii) 3-4 iii) More than 4	i) 6 Marks ii) 8 Marks iii) 10 Marks	15%
Technical manpower with relevant experience (in numbers)	i) ≤ 25 ii) >25 - 50 iii) > 50	i) 6 Marks ii) 8 Marks iii) 10 Marks	10%
CPU based server installations	i) Up to 1024 cores based ii) Up to 2048 cores based iii) More than 2048 cores based	i) 6 Marks ii) 8 Marks iii) 10 Marks	25%
Card Based GPU server installations	i) ≤ 4 (A100/H100 card) ii) >4 – 8 (A100/H100 card) iii) More than 8, A100/H100 card	i) 6 Marks ii) 8 Marks iii) 10 Marks	25%
PFS Storage installation	i) Up to 100 TB ii) >100 - 200 TB iii) More than 200 TB	i) 6 Marks ii) 8 Marks iii) 10 Marks	10%

**Note:** Each bidder should be assigned scores based on the sum of marks obtained for each parameter multiplied by the weightage assigned to that parameter. All the bidders who secured the minimum required marks as decided by the technical evaluation committee shall be qualified for financial bid submission.

### 3. Criteria of eligibility for Bidder(s) (Scanned copy of documents to be submitted)

- (i) The bidder should be an OEM or an authorized distributor / bidder of an OEM.
- (ii) In case the bidder is an authorized distributor then an undertaking of authorization for this EOI, as per ANNEXURE 3, is to be provided.
- (iii) Evidence of incorporation and bank details.
- (iv) Having GST, ESI & EPF registration No. of government authorities.
- (v) Solvency Certificate recently issued by any Nationalized Bank for a Sum of Rs 120 Lakhs.
- (vi) Certified Annual report including balance sheet and profit and loss Account statement for the past three consecutive years. It should have an average annual turnover not less than Rs. 8 Crores in any one of the last 3 consecutive financial years.

- (vii) The compliance sheet, as in ANNEXURE-4, along with relevant supporting duly signed and stamped documents, are to be submitted.
- (viii) For similar nature of work document with following information is to be submitted:
  - a) The bidders should have completed satisfactorily at least \*3 similar works each of value 40% of the estimated cost or \*2 similar works of 50% of the estimated cost or \*1 similar work of 80% of estimated cost during the last 3-5 years. (at least one work of them should be in Central Govt. /Central Autonomous bodies/ Central PSU/State PSU / State Govt.).
  - b) 'Similar nature of works' means one which involved Comprehensive Design, Supply, Installation, testing, commissioning, support, and maintenance of HPC cluster.
  - c) List of works completed of the requisite magnitude along with the attested copies of certificates of satisfactory completion.
  - d) In support of experience in non-government bodies-companies, TDS certificates shall also be enclosed in addition to work order and satisfactory completion certificates.
- (ix) Technical Evaluation
  - a) Company / Organization profile giving details of current activities and Management structure.
  - b) A capability statement (Not more than two pages)
  - c) A write-up on the understanding of the scope of contract (Not more than two Pages)
  - d) Bill of Quantity and Proposed make of equipment (Should be reputed make)
  - e) Number, Qualification & Experience of key technical and management personnel that are proposed to be deployed on this contract, if awarded.
  - f) Information on litigations, if any, in which the bidder is involved.
  - g) The bidder should submit the signed technical specifications (details) of items, which should meet the desired requirements as per specified parameter in the tender document.
  - h) Details of jobs/projects in hand of similar nature.

**Note:** In pre-bid conference/meeting, the doubts of the indenting bidders should be clarified. Discussion of any additional technical/suggestion proposed by the bidders are also welcomed, which may be included by the committee in the tender.

Among other things the bidder must broadly fulfil the following criteria (in addition to the provided eligibility criteria as in section 3):

- ↗ It should have been in existence in setting up/executing similar work for minimum of three years and undertaking the jobs in INDIAN Utilities with relevant proof & satisfactory certificate.
- ↗ Mere existence for three years without executing such work as outlined in the scope are not eligible to participate.
- ↗ The bidder should provide proof of execution of "Similar nature of works". 'Similar nature of works' means one which involved Comprehensive Design, Supply,



Installation, testing, commissioning, support, and maintenance of High-Performance Computing Cluster.

- Documentary evidence along with reference/contact person & address, telephone/email details of clients should be submitted along with bidder's expression of interest for verification. The documentary evidence shall be in terms of Work Order/Purchase order indicating the Scope / nature of work, value of work order /purchase order, value of contract & period of execution etc. The completion certificate of the job issued by the respective client is a must. Without submission of the above-mentioned documents & the completion certificate, the offer will be liable to be rejected by IIT Kanpur at their discretion. The committee may visit your clients (if deemed fit) to ascertain the works executed as per the documents submitted by your company. Necessary arrangements must be made by the bidder for such a visit. No claim is admissible for the same.

**NOTE:** Jobs executed outside India will not be considered. References of the Works executed in India only should be provided.

- Bidder should point out all the relevant critical issues that they will be addressing while implementing the said cluster facility.
- Bidders should be capable of supplying, installing, commissioning, testing & maintaining all the services needed for successful up and running of HPC cluster. Bidders can also identify supporting service providers, in case of consortium, for services & utilities along with them as a team subject to the approval by IIT Kanpur.
- In case of Indian bidders, agents/sub-contractors are not eligible to participate in the BID. Only the registered companies fulfilling the criteria mentioned above are eligible & shall authorize their regular/permanent employees/executives to correspond & participate in the Bid.
- Foreign bidder(s) should have their establishment in India or at least have their branch-office / representative office in India for execution, follow-up, and maintenance. This establishment/ branch office/ representative office shall be registered in India. These branch offices should have been registered branch office/representative in India at least three years earlier than the date of publishing of this EOI.

**In case of Foreign Bidders, the details of the branch in India/representative in India shall be produced. They shall produce documentary proof of MOU duly registered in INDIA at least three years earlier than the date of publishing of this EOI. If the relevant documents are not submitted, the offer is liable to be rejected by IIT Kanpur authorities.**

In case of Foreign Bidders, the IIT Kanpur committee may visit the Premises of the Bidders branch office in India/representative office in India & verify the documents for their existence as per the documents submitted by them. If found not satisfactory the respective bidder will not be allowed to participate in the proposed installation of

HPC cluster facility project. Also, if found not existing the respective Bidder will be disqualified from participating in the proposed project & will be BLACKLISTED. This branch office/ representative of the Foreign Bidder in INDIA must have at least THREE years of experience in Comprehensive Design, Supply, Installation, testing, commissioning, support, and maintenance of similar HPC cluster projects.

- ✔ The documents/completion certificates etc. submitted by the bidder, if found manipulated/forged/ corrected, the bidder will not be entertained to participate in the BID & will be disqualified & blacklisted at the discretion of IIT Kanpur.
- ✔ The relevant documentary evidence shall be produced regarding the experience of their branch office/representative in INDIA.
- ✔ In case of foreign bidders, the order will be placed on the foreign bidder only & not on their Branch office /agents in India or their representative in India.
- ✔ Foreign companies shall possess the qualified personnel in INDIA to take care the project during construction & their after annual maintenance, the offer is liable to be rejected at the discretion of Department of Sustainable Energy Engineering, IIT Kanpur authorities if the above criterion is not met by the Foreign bidder. The details of their qualified Branch office/ Representative/personnel in INDIA along with documentary evidence to prove their experience shall be provided otherwise the offer will be liable to be rejected.
- ✔ The bidder (s) who do not individually meet the criteria mentioned in the above clauses may form a consortium of companies to qualify the above criteria. In such a case, it is necessary that the majority of the partners of the consortium have comprehensively fulfilled all the qualifying criteria given in this document. Further, there should be one bidder (“lead bidder”) in the consortium who shall submit the intent and shall take responsibility of bidding, commissioning, validation, and operation. The lead bidder shall be liable for the entire scope of work and risks involved thereof. The service provider to the Lead Bidder will not be considered as lead bidder. The lead bidder must have experience of executing Comprehensive Design, Supply, Installation, Testing, Commissioning, support, and maintenance of HPC Cluster like work to be executed in any of the IITs/NITs/IISc.
- ✔ The bidder should meet the eligibility criteria mentioned in this document and should provide supporting documentary evidence.
- ✔ IIT Kanpur will evaluate the bidders based on the data furnished by them and may call the Eligible Bidders for a detailed presentation/discussion as part of prequalification of bidders for the below mentioned scope of work.
- ✔ The shortlisted bidders after technical evaluation shall be informed separately and a detailed tender/ request for proposal (RFP) shall be sent to them for submission of their bids later.

**SECTION-II:  
SCOPE OF WORK**

## Scope of work:

The prospective parties/bidders shall comply with the requirements given in the various sections of this EOI document and as per specifications mentioned in the following table, The scope also includes complete engineering/ designing, based on specifications provided by IIT Kanpur and jointly reviewed with the Bidders/Contractors, installation, testing, commissioning, support, and maintenance of equipment. A broad scope of the work is mentioned below:

Components	CPU	GPU
Processors	<a href="https://www.amd.com/en/processors/epyc-7002-series">https://www.amd.com/en/processors/epyc-7002-series</a> (ROME, Gen II) or <a href="https://www.amd.com/content/dam/amd/en/documents/products/epyc/amd-epyc-8004-series-processors-datasheet.pdf">https://www.amd.com/content/dam/amd/en/documents/products/epyc/amd-epyc-8004-series-processors-datasheet.pdf</a> or <a href="https://www.amd.com/en/products/cpu/amd-epyc-9384x/">https://www.amd.com/en/products/cpu/amd-epyc-9384x/</a> (Gen III/IV)	8 numbers of A100 or H100 cards (DGX Box/server)
No of Servers	Up to 4 (4 processors/server; 1024 cores)	Up to 2
Memory RAM	DDR4/ DDR5 (at least 256 GB)	80 x 8 = 640 GB
Mother Board	2/4 sockets (open for discussion)	Server-specific
Head Node	24 Core Processor (Gen 13, 10k rpm HDD)	
Storage (scalable)	PFS 100-200 TB 10-20% NVMe, rest is SATA-SSD/10k rpm (single/shared/common storage)	
Interconnect	40/100 Gbps	
Job Scheduler	PBS etc.	
Cluster Management S/w	Open-source solution	
Operating system	Red Hat Enterprise/Ubuntu/Centos	
Applications	CAE/CFD/FEA etc. to be filled (inputs from SEE colleagues)	
Warranty	5 years, on-site, full warranty, including support and maintenance.	
Cost	<b>3.00 Crore for CPU-GPU servers + interconnect + storage.</b>	

**SECTION-III:**  
**ACCEPTANCE LETTER AND ANNEXURES**

## 1. Special terms & conditions

- i. For expression of interest, Acceptance letter and Annexures given in Section-III shall be duly filled.
- ii. The bidder should note that this is Expression of Interest (EOI) to enlist interested parties and prepare them for the future tendering process. The bidder should be sure that it is not the tender/request for proposal invitation.
- iii. All the pages of the Documents submitted by bidder shall be signed by the permanent Employee/executives/Directors/managers etc., with name, Designation & seal of the Bidder Company on each page.
- iv. The intending bidder must read the EOI and conditions carefully.
- v. Bidders should only submit their expression of interest, if they consider themselves eligible in possession of all the documents required in EOI.
- vi. A successful contractor must provide future maintenance and services & support with annual maintenance for a period of a minimum of 5 years. Bidder should point out all the relevant critical issues that they will be addressing while establishing this facility.
- vii. A scoring system for selected parameters will be used for comparative technical evaluation. The bidders will have to achieve a minimum score determined by IIT Kanpur.

➤ **Instruction to the bidder of countries which share land border with India (Rule 144(xi) of GFRs, 2017)**

- I. Any bidder from a country which shares 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). Further, any bidder (including bidder from India) having specified Transfer of Technology (ToT) arrangement with any entity from a country which shares a land border with India, shall also require to be registered with the DPIIT.
- II. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- III. "Bidder (or entity) from a country which shares a land border with India" for the purpose of this Order means: -
  - a. An entity incorporated, established, or registered in such a country; or
  - b. A subsidiary of an entity incorporated, established, or registered in such a country; or
  - c. An entity substantially controlled through entities incorporated, established, or registered in such a country; or

- d. An entity whose beneficial owner is situated in such a country; or
- e. An Indian (or other) agent of such an entity; or
- f. A natural person who is a citizen of such a country; or
- g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above

IV. The beneficial owner for the purpose of (III) above will be as under:

- 1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

#### Explanation-

- a. "Controlling ownership interest" means ownership of, or entitlement to, more than twenty-five per cent of shares or capital or profits of the company.
- b. "Control" shall include the right to appoint many of the directors or to control the management or policy decisions, including by virtue of their shareholding or management rights or shareholders agreements or voting agreements.
- c. In the case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership.
- d. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals.
- e. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official.
- f. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

V. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.

[Note: i. A person who procures and supplies finished goods from an entity from a country which shares a land border with India will, regardless of the nature of his legal or commercial relationship with the producer of the goods, be deemed to be an Agent.

ii. However, a bidder who only procures raw material, components etc. from an entity from a country which shares a land border with India and then manufactures or converts them into other goods will not be treated as agent.]

VI. In case of tenders for Works contracts, including Turnkey contracts, The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority .

- VII. The registration shall be valid at the time of submission of bid and at the time of acceptance of bid.
- VIII. If the bidder was validly registered at the time of acceptance / placement of order, registration shall not be a relevant consideration during contract execution.
- As per the Ministry of Commerce and Industry Order No. P-45021/2/2017-PP(BE-II) dated 16.09.2020 preference shall be given to Make in India products for which it is mandatory for bidders to declare Country of Origin of goods and percentage of Local contents in the product.

**Definitions:**

“Local Content” means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.

“Class-I local supplier” means a supplier or service provider, whose goods, services or works offered for procurement, has local content to or more than 50%, as defined under this order.

“Class-II local supplier” means a supplier or service provider, whose goods, services or works offered for procurement, has local content more than 20% but less than 50%, as defined under this order.

“Margin of purchase preference” means the maximum extent to which the price quoted by a Class-I local supplier may be above the L1 for the purpose of purchase preference. (shall be 20%)

**Purchase Preference:**

- (a) Subject to the provisions of this Order and to any specific instructions issued by the Nodal Ministry or in pursuance of this Order, purchase preference shall be given to 'Class-I local supplier' in procurements undertaken by procuring entities in the manner specified here under.
- (b) In the procurements of goods or works, which are covered by para 3(b) above and which are divisible in nature, the Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:
- i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is Class local supplier', the contract for full quantity will be awarded to L1.
  - ii. If L1 bid is not a 'Class-I local supplier', 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the 'Class-I local supplier' will be invited to match the L1 price for the remaining 50% quantity subject to the Class-I local supplier's quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such 'Class-I local supplier' subject to matching the L1 price. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price or accepts less than the offered quantity, the next higher 'Class-I local supplier' within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded



accordingly. In case some quantity is still left uncovered on Class-1 local suppliers, then such balance quantity may also be ordered on the L1 bidder.

- (c) In the procurements of goods or works, which are covered by para 3(b) above and which are not divisible in nature, and in procurement of services where the bid is evaluated on price alone, the 'Class-1 local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:
- i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-1 local supplier', the contract will be awarded to L1.
  - ii. If L1 is not 'Class-1 local supplier', the lowest bidder among the 'Class-1 local supplier', will be invited to match the L1 price subject to Class-1 local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such 'Class-1 local supplier' subject to matching the L1 price.
  - iii. In case such lowest eligible 'Class-1 local supplier' fails to match the L1 price, the 'Class-1 local supplier' with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the 'Class-1 local supplier' within the margin of purchase preference matches the L1 price, the contract may be awarded to the L1 bidder.
- (d) "Class-II local supplier" will not get purchase preference in any procurement undertaken by procuring entities.

**INTEGRITY PACT**

**(To be executed on a non-judicial Stamp Paper of Rs.100 and applicable for all tenders of threshold value above Rs. 1 Crore)**

This **INTEGRITY PACT** is made and executed at..... on this day of ....., 2023.

*BY AND BETWEEN*

The Indian Institute of Technology Kanpur represented **through The Registrar**, having its office located at GT Road, *Kalyanpur, Kanpur, Uttar Pradesh – 208016* (hereinafter referred to as “**The Principal**” which terms or expression shall, unless excluded by or repugnant to the subject or context, mean and include its successor-in-office, administrators or permitted assignees) of the **First Part;**

AND

M/s.....a company incorporated under the Companies act,..... through its representative /authorized signatory (insert name and designation of the officer) vide resolution dated..... passed by the board of directors, having its office at .....( hereinafter referred to as “**The Bidder/Contractor**” which terms or expression shall, unless excluded by or repugnant to the subject or context, mean and include its successor-in-office, administrators or permitted assignees) of the **Second Part;**

## Preamble

The Principal intends to award, under laid down organizational procedures, contract/s for \_\_\_\_\_ (Name of the work/goods/services). The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relations with its Bidder(s) and/or Contractor(s).

In order to achieve these goals, the Principal will appoint Independent External Monitors (IEMs), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

### Section 1 - Commitments of the Principal:

- (1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:
  - a) No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
  - b) The Principal will during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
  - c) The Principal will exclude from the process all known prejudiced persons.
- (2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

### Section 2 - Commitments of the Bidder(s)/Contractor(s):

- (1) The Bidder(s)/Contractor(s) commit themselves to take all measures necessary to prevent corruption. The Bidder(s)/Contractor(s) commits themselves to observe the following principles during participation in the tender process and during the contract execution.
  - a) The Bidder(s)/Contractor(s) will not, directly or through any other persons or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the 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 or 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 Bidders 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 introduce cartelization in the bidding process.
  - c) The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to other, any information or document provided by the Principal 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 name and address of the Agents/representatives in India, if any. Similarly, the Bidder(s)/Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines of Indian Agents of Foreign suppliers" shall be disclosed by the Bidders(s)/Contractor(s). Further, as mentioned in the Guidelines all payments made to the Indian Agent/representative have to be in Indian Rupees only. Copy of the "Guidelines on Indian Agents of Foreign Suppliers" as annexed and marked as Annexure-A.
  - e) The Bidder(s)/Contractor(s) will, when presenting their bid, disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
  - f) Bidder(s)/Contractor(s) who have signed the Integrity Pact shall not approach the courts while representing the matter to IEMs and shall wait for their decision in the matter.
- (2) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

**Section 3 - Disqualification from tender process and exclusion from future contracts:**

If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put their reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or take action as per the procedure mentioned in the "Guidelines on Banning of business dealing". Copy of the "Guidelines on Banning of business dealing" is annexed and marked as Annexure-B.

#### **Section 4: Compensation for Damages**

1. If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/Bid Security.
2. If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee

#### **Section 5: Previous Transgression**

1. The Bidder declares that no previous transgressions occurred in the last three years with any other company in any country conforming to the anti-corruption approach or with any public sector enterprise 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 as per the procedure mentioned in "Guidelines on Banning of business dealing".

#### **Section 6: Equal treatment of all Bidders / Contractors / Sub-Contractors.**

1. In case of sub-contracting, the Principal Contractor shall take the responsibility of adoption of Integrity Pact by the Sub-contractor.
2. The Principal will enter into agreements with the identical conditions as this one with all bidders and Contractors.
3. The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

#### **Section 7: Criminal charges against violating Bidder(s) / Contractor(s) / Sub-contractors(s).**

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

#### **Section 8: Independent External Monitor**

1. The Principal appoints competent and credible Independent External Monitor for this Pact after approval by Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The Monitor is not subject to instructions by the representatives of the parties and performs his/her functions neutrally and independently. The Monitor would have access to all contract documents, whenever required. It will be obligatory for him/her to treat the information and documents of bidders / contractors as

confidential. He/she reports to the Director, IIT Kanpur.

3. The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his/her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Subcontractors.
4. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/Subcontractor(s) with confidentiality. The Monitor has also signed declarations on "Non - Disclosure of Confidential Information" and of "Absence of Conflict of Interest" In case of any conflict of interest arising at a later date, the IEM shall inform the Director, IIT Kanpur.
5. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
6. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he/she will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
7. The Monitor will submit a written report to the Director, IIT Kanpur within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
8. If the Monitor has reported to the Director, IIT Kanpur, a substantiated suspicion of an offence under relevant IPC/PC Act, and the Director, IIT Kanpur has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
9. The word "Monitor" would include both singular and plural.

### **Section 9: Pact Duration**

This pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealing.

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

**Section 10 - Other provisions:**

1. This agreement is subject to Indian Law, Place of performance and jurisdiction is the Office of the Director, IIT Kanpur.
2. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
3. If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
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 intentions.
5. Issues like Warranty/Guarantee etc. shall be outside the purview of the IEMs.
6. In the event of any contradiction between the Integrity Pact and its Annexure, the clause in the Integrity Pact will prevail.
7. The actions stipulated in this Integrity Pact are without prejudice to any other legal action(s) that may follow in accordance with the provisions of the extent law in force relating to any civil or criminal proceedings.

IN WITNESS WHEREOF, the parties hereunto set their hands and seals and executed this INTEGRITY PACT as of the day/month/year first above written:

For & on behalf of

**Indian Institute of Technology Kanpur (First Party)**

SIGNED, SEALED AND DELIVERED BY

Name:.....

Designation:.....

Address:.....

Authorized Signatory

For and on behalf of

**M/s. ....(Second Party)**

SIGNED, SEALED AND DELIVERED BY

Name:.....

Designation:.....

Address:.....

Representative/ authorized signatory vide  
resolution dated .....passed by the Board of  
Directors

**In the presence of Witness:**

- 1.
- 2.



**(A)**  
**COMMERCIAL TERMS AND CONDITIONS**

**1. DEFINITIONS**

These Commercial Terms and Conditions shall constitute the General Conditions of Contract, where no separate contract is signed with the selected Bidder(s), and the Bidders by putting their signature and stamp on each page of this Section V are binding themselves to these Terms and Conditions. In the Commercial Terms and Conditions as defined below, words and expressions shall have the following meanings assigned to them:

- a. "Contract" means the agreement of the Parties relating to the procurement of Goods and / or the IITK Purchase Order (PO), and all attachments incorporated by reference, which shall form an integral part of the Contract. In the event of any discrepancy, the documents to prevail shall be given precedence in the following order: (i) the Contract (where separately signed), (ii) the IITK Purchase Order, (iii) its attachments, and (iv) these Commercial Terms and Conditions.
- b. "Contractor" means the person or entity named in the 'CONTRACTOR' named field of the IITK Purchase Order and any agreed in writing by the IITK legal successor(s) in title.
- c. "Day" means any calendar day;
- d. "Delivery Date" means the latest possible date by which the Goods shall be delivered by the Contractor to the IITK, as specified in the 'DELIVERY DATE' named field of the IITK Purchase Order;
- e. "Force Majeure" shall mean any unforeseeable exceptional situation or event beyond the Parties' control which prevents either of them from fulfilling any of their obligations under the Contract, was not attributable to error or negligence on their part (or of their partners, contractors, agents or employees), and could not have been avoided by the exercise of due diligence. Defects in equipment or material or delays in making them available, labour disputes, strikes or financial problems cannot be invoked as Force Majeure by the defaulting Party. Neither of the Parties shall be held liable for breach of its obligations under the Contract if it is prevented from fulfilling them by Force Majeure. The Party invoking Force Majeure shall notify the other without delay, stating the nature, likely duration and foreseeable effect, and take any measure to minimise possible damage;
- f. "Goods" means all of the goods to be supplied to the IITK by the Contractor under the Contract;
- g. "IITK" means the Indian Institute of Technology Kanpur;
- h. "IITK Purchase Order" means the IITK's official Purchase Order document;
- (i) "Party" means the IITK or the Contractor and "Parties" means the IITK and the Contractor; and
- (ii) "Place(s) of Delivery" means the location(s) or place(s) where the Goods are to be delivered, as specified in the 'SHIP TO' named field of the IITK Purchase Order.

## **2. CONCLUSION OF THE CONTRACT**

- 2.1.** The Contract is made between the IITK and the Contractor. The Contractor is engaged as an independent contractor for the sole purpose of delivering the Goods.
- 2.2.** The Contract shall be concluded upon the Contractor duly following the countersigning procedure as stated in the IITK Letter of Intent (LOI).

## **3. FUNDING**

This Contract shall become and remain effective only on the condition that an official Purchase Order is issued by IITK following the conclusion of tender exercise. In the event this is not or no longer shall the case, the IITK without unreasonable delay notify the Contractor thereof.

Any continuation of the Contractor's performance under this Contract after being notified by the IITK shall be at the Contractor's risk and expense.

## **4. DELIVERY AND TAKE-OVER OF GOODS**

The Contractor shall deliver the Goods at the Place(s) of Delivery. On behalf of the IITK, a duly authorised representative(s), shall take-over the Goods upon delivery. Take-over of the Goods by the IITK shall not be deemed acceptance of the Goods by the IITK. The time of delivery as specified in the Contract / PO shall be strictly adhered to, and time shall be of the essence.

## **5. QUALITY OF GOODS**

- 1.1.** The Contractor shall deliver Goods that are:
  - a.** of the quality, quantity and description as required by the Contract / PO; and
  - b.** free from any right or claim of a third party, including rights based on industrial property or other intellectual property.
- 1.2.** Should the Goods be of the type "homogeneously defined" or disposable, the Contractor shall provide a sample and undertake, certify, and guarantee that all Goods delivered shall be of the same quality and characteristics as the sample(s) provided.

## **6. INSPECTION AND ACCEPTANCE**

- 6.1.** The duly authorised representative(s) of the IITK shall have the right, before payment, to inspect the Goods either at the Contractor's stores, during manufacture, at the ports and/or in places of shipment, or at the Place(s) of Delivery. The Contractor shall provide all facilities for such inspection. The IITK may issue a written waiver of inspection. Any inspection carried out by representative(s) of the IITK or any waiver thereof shall be without prejudice to other provisions of the Contract concerning obligations assumed by the Contractor, including specifications of the Goods.
- 6.2.** Upon delivery and inspection of the Goods, the IITK shall inspect the goods as soon as possible and complete the Goods Receiving Document. Should any Goods fail to conform to the technical specifications, codes and standards under the Contract, the IITK may reject the Goods. The Contractor shall, at no cost to the IITK, replace the rejected Goods or, alternatively, rectify the non-conformity.
- 6.3.** In the case of Goods ordered on the basis of specifications or samples, the IITK shall have the right to reject the Goods or any part thereof and terminate the Contract if the Goods do not conform to the specifications and/or samples. Nothing in this clause shall in any way release the Contractor from any warranty or other obligations under the Contract.

## **7. SHIPPING AND INSURANCE**

For overseas orders, shipping arrangements shall be co-ordinated by IITK. Original shipping documents including the packing list shall be airmailed/emailed by the Contractor to the (Deputy Registrar (S&P), IIT, Kanpur - 208 016, UP, India).

## **8. OBSERVANCE OF LAW AND EXPORT LICENCES**

The Contractor shall comply with all laws, ordinance, rules and regulations bearing upon the performance of its obligations under the terms of the Contract. If an export licence or any other governmental authorisation is required for the Goods, it shall be the obligation of the Contractor to obtain such licence or governmental authorisation. In the event of the Contractor's failure to obtain such licence or authorisation within a reasonable time, the IITK may immediately terminate the Contract. Where the award procedure or execution of the Contract is vitiated by substantial errors or irregularities or by fraud, the IITK shall suspend execution of the Contract.

Where such errors, irregularities or fraud are attributable to the Contractor, the IITK may also refuse to make payments or may recover monies already paid, in proportion to the seriousness of the errors, irregularities or fraud. The purpose of suspending the Contract shall be to verify whether presumed substantial errors and irregularities or fraud have actually occurred. If they are not confirmed, execution of the Contract shall resume as soon as possible. A substantial error or irregularity shall be any infringement of a contract or regulatory provision of India, resulting from an act or an omission that causes or might cause a financial loss.

## **9. PRICE**

The price of the Goods shall be as stated in the Purchase Order and may not be increased.

## **10. PAYMENT**

- 10.1.** Unless otherwise stipulated in the Purchase Order, the IITK shall make payment within thirty (30) Days of the later of:
  - a.** Successful delivery of the goods to IITK as confirmed by the consignee (Assistant Registrar, Store & Purchase, IIT-Kanpur), endorsed by the indenter and approved by the indenters' Head of Department / Section;
  - b.** Receipt of customary shipping documents and any other documents specified in the Contract; and (c) Receipt of the original invoice issued by the Contractor.
- 10.2.** All invoices shall be in original and shall contain the IITK Purchase Order number, and a description, the quantities, unit and total price(s) of the Goods delivered. The currency of invoice and payment shall be as specified in the Purchase Order. Unless otherwise authorised by the IITK, a separate invoice shall be submitted for each shipment under the Contract / PO. Subject to Clause 11 below ('Tax Exemption'), if applicable, the GST amount shall be separately identified in the invoice.
- 10.3.** Payments shall be made in the currency stated in the Contract / PO, on the basis of the equivalent value of INR on the day of payment and paid directly into the nominated bank account.
- 10.4.** The IITK shall not pay any charge for late payments.

## **11. TAX EXEMPTION**

The Contractor's price shall reflect any tax exemption to which the IITK is entitled. If it is subsequently determined that any taxes that have been included in the price are not required to be paid or if, having been paid, any such taxes are subject to refunding, the IITK shall deduct the amount from the Contract price. Payment of such adjusted amount shall constitute full payment by the IITK. In the event that any taxing authority refuses to recognize the IITK's exemption from taxes, the Contractor shall immediately consult with the IITK to determine a mutually acceptable procedure for settling the applicable amount.

## **12. WARRANTY**

- 12.1.** The Contractor warrants that the Goods furnished under the Contract conform to the technical specifications, description and standards specified in the Contract, and are new and unused, and free from defects in design, workmanship and/or materials.
- 12.2.** The Contractor shall provide a warranty for the Goods for a period of one year from the date of acceptance of the Goods by the IITK, unless the standard manufacturer's warranty period is longer in which case the longer period shall apply.
- 12.3.** In the case of "homogeneously defined" or disposable goods, should any portion of the Goods, at any time, not comply with clause 5.1 or 5.2 herein or otherwise prove to be defective, the Contractor shall, upon written notification from the IITK, replace that portion of the Goods and bear all costs associated with the replacement of same.

## **13. PACKING**

- 13.1.** The Goods shall be packed and marked in a proper manner and in accordance with the Contract and any statutory requirements and any requirements of the carrier(s). In particular, the Goods shall be marked with the IITK Purchase Order number and the net, gross and tare weights, the name of the contents shall be clearly marked on each container and all containers of hazardous goods (and all documents relating thereto) shall bear prominent and adequate warnings.
- 13.2.** The Contractor shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination. The packing shall be sufficient to withstand, without limitation, rough handling during transit. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the final destination and the absence of appropriate handling facilities at all points in transit.
- 13.3.** All packaging materials shall be non-returnable.

## **14. DEFAULT AND DAMAGES**

- 14.1.** If due to reasons attributable to the Contractor, the Contractor fails or refuses to:
  - a.** deliver any or all of the Goods under the Purchase Order;
  - b.** comply with any or all of the terms and conditions set out in the Purchase Order; or
  - c.** deliver any or all of the Goods under the Purchase Order on or before the Delivery Date; the IITK may hold the Contractor in default under the Purchase Order.
- 14.2.** When the Contractor is thus in default, the IITK may, by written notice to the Contractor, immediately terminate the Purchase Order in whole or in such part or parts thereof in respect of which the Contractor is in default.
- 14.3.** Alternatively, to clause 14 above when the Contractor is thus in default, the IITK may, at its own discretion, set a reasonable period of time for the Contractor to remedy its default. Any new Delivery Date shall be specified in a written amendment to the Purchase Order, duly countersigned by the Contractor.
- 14.4.** The IITK may, at its discretion, impose penalties upon the Contractor calculated in accordance with clause 15 for each Day the Contractor is late in delivering the Goods past the Delivery Date initially specified in the Purchase Order.
- 14.5.** If the Contractor does not remedy its default within the period of time accorded under clause 16, the IITK may, by written notice to the Contractor, terminate the Purchase Order with immediate effect.
- 14.6.** Upon any termination of the Purchase Order, in whole or such part(s) thereof in respect of which the Contractor is in default, the IITK may engage another contractor to deliver the Goods and recover any difference in price and any additional costs from the Contractor.
- 14.7.** The Contractor shall indemnify the IITK for all losses, charges, costs and expenses, which the IITK may suffer or incur as a result the Contractor's default, including those resulting from engaging another contractor pursuant to this clause 14.

## **15. PENALTIES**

If, in accordance with clause 15, the IITK imposes penalties on the Contractor, such penalties shall amount to One percent (1%) of the total Purchase Order price for each week following the initial Delivery Date specified in the Purchase Order but shall not amount to more than Ten percent (10%) of the total Purchase Order value. The penalties for the delay may be deducted by IITK from any sum(s) due, or to become due, by the IITK to the Contractor.

## **16. DELAY NOT ATTRIBUTABLE TO THE CONTRACTOR**

If the Contractor is delayed at any time in the delivery of the Goods or fulfilment of any other of the Contractor's obligations by any act or omission of the IITK, or by any of its officials, or by any separate contractor(s) contracted by the IITK, or by changes ordered in the type and/or quantity of the ordered Goods, or the Place(s) of Delivery, or any causes beyond the Contractor's reasonable control, or by any other cause, which the IITK determines may reasonably justify the delay, the Delivery Date of the Goods, or fulfilment of any other of the Contractor's applicable obligations shall be extended for such reasonable period of time as the IITK and the Contractor mutually determine. The set reasonable period of time and any amended delivery date shall be specified in a written amendment to the Contract / PO, duly countersigned by the Contractor.

## **17. FORCE MAJEURE**

As soon as possible after the occurrence of any event constituting Force Majeure, but no later than three (3) Days, the Contractor shall give notice and full particulars in writing to the IITK of the Force Majeure. If the Contractor is thereby rendered unable, wholly or in part, to meet its obligations under the Contract, the IITK may terminate the Contract / PO with immediate effect by providing written notice to the Contractor.

## **18. INDEMNITY**

- 18.1.** The Contractor shall indemnify, hold and save harmless and defend at its own expense the IITK, and all of the foregoing's officials, agents, servants and employees from and against all suits, claims, demands and liability of any nature or kind, including costs and expenses, arising out of acts or omissions of the Contractor or its employees, agents or subcontractors in the performance of the Contract.
- 18.2.** Clause 18 shall include, without limitation, claims and liabilities in the nature of workmen's compensation and claims and liabilities arising out of the use of patented inventions or devices.

## **19. ASSIGNMENT**

- 19.1.** The Contractor shall not assign, transfer, pledge or make other disposition of the Purchase Order or any part thereof or of any of the Contractor's rights, claims or obligations under the Purchase Order except with the express written consent of the IITK. Any assignment made without such consent shall be void and of no effect.
- 19.2.** The Contractor shall not subcontract any of its obligations under the Contract / PO without the express written consent of the IITK. The IITK may require the Contractor to furnish particulars of the proposed subcontract as the IITK deems necessary.
- 19.3.** The IITK's approval of any subcontracting shall not relieve the Contractor from any liability or obligation under the Contract. In any subcontract, the Contractor agrees to bind the subcontractor by the same terms and conditions by which the Contractor is bound under the Contract / PO.

## **20. INSOLVENCY AND BANKRUPTCY**

- 20.1.** Should the Contractor become insolvent or should control of the Contractor change by virtue of insolvency, the IITK may with immediate effect and without prejudice to any

other right or remedy available to it, suspend the performance of the Contractor's obligations or terminate the Purchase Order with immediate effect, by providing the Contractor with written notice thereof.

- 20.2.** Should the Contractor be adjudged bankrupt, or should the Contractor make a general assignment for the benefit of its creditors, or should a receiver be appointed on account of the Contractor's insolvency, the IITK may, without prejudice to any other right or remedy available to it, terminate the Purchase Order with immediate effect by providing the Contractor with written notice thereof.

## **21. TERMINATION**

- 21.1.** The IITK shall have the right to terminate the Purchase Order or any of the provisions thereof at any time by serving three days' notice to the Contractor.

## **22. WAIVER**

A waiver of any breach of or default under the Contract / PO shall not constitute a waiver of any other breach or default and shall not affect the other terms of the Contract / PO. The rights and remedies provided by the Purchase Order are cumulative and are not exclusive of any other rights or remedies.

## **23. ADVERTISING**

The Contractor shall not advertise or otherwise make public the fact that it is a contractor to the IITK. The Contractor shall not in any way use the name, emblem, logo, official seal, or any abbreviation of the IITK.

## **24. DISCRETION AND CONFIDENTIALITY**

The Contractor is required to exercise the utmost discretion in all matters relating to the Contract / Purchase Order. Unless required in connection with the performance of the Purchase Order or expressly authorised in writing by the IITK, the Contractor shall not disclose at any time to any third party any information which has not been made public and which is known to the Contractor by reason of its association with the IITK. The Contractor shall not, at any time, use such information to any private advantage. These obligations do not lapse upon any completion, expiration, cancellation or termination of the Contract / PO.

## **25. NOTICES**

Any notice given in connection with the Contract shall be given in English and in writing and shall be deemed to be validly given if sent by registered mail or by fax or by email to the other Party at the following:

- a.** for the IITK: the contact details set out in the 'IITK BUYER' name field of the Purchase Order; and
- b.** for the Contractor: the contact details set out in the 'CONTRACTOR' named field of the IITK Contract/Purchase Order.

## **26. STAFF MEMBERS NOT TO BENEFIT**

The Contractor shall not grant to any official of the IITK any direct or indirect benefit or preferential treatment on the basis of the Purchase Order or the award thereof. Any breach of this provision shall constitute a fundamental breach of the Purchase Order.

## **27. GOVERNING LAW**

The Contract shall be governed by and construed in accordance with the substantive laws of the Republic of India.

## **28. SETTLEMENT OF DISPUTES**

**28.1.** The Parties shall use their best efforts to negotiate and amicably settle any disputes, controversies or claims arising out of, or in connection with, the Contract / Purchase Order or its interpretation.

**28.2.** If the Parties fail to settle the dispute amicably within thirty (30) Days of commencement of the negotiations, the dispute shall be settled through arbitration. One (1) sole arbitrator shall be appointed by the Director of IITK who full powers shall have to make final and binding decisions subject to prevailing laws of India. The appointing authority shall be the Director of IITK. The place of arbitration shall be Kanpur and the language used in the arbitration proceedings shall be English.

## **29. PRIVILEGES AND IMMUNITIES**

No provision of the Contract / Purchase Order shall be deemed, or interpreted as, a waiver of the privileges and immunities enjoyed by the IITK.

## **30. AMENDMENTS**

No modification, amendment or change to the Contract/Purchase Order, or waiver of any of its provisions, or any additional contractual relationship with the Contractor shall be valid unless approved in the form of a written amendment to the Contract/Purchase Order, signed by a fully authorised representative of each Party.

## **31. VALIDITY**

The invalidity in whole or part of any condition of the Contract / Purchase Order or clause thereof shall not affect the validity of the remainder of such condition or clause.

## **32. ENTIRE AGREEMENT**

The Contract / Purchase Order constitute the entire agreement and understanding of the Parties and supersede any previous agreement, whether orally or in writing, between the Parties relating to the subject matter of the Contract.

## **33. GOVERNING LANGUAGE**

The Contract / Purchase Order shall be executed in the English language which shall be the binding and controlling language for all matters relating to the meaning and interpretation of the Contract / Purchase Order.

## EOI ACCEPTANCE LETTER

*(To be submitted on APPLICANT's Letter Head but letter head is not required if applying as individual.)*

EOI No.

Date:

To,  
Prof. Ashish Garg  
Department of Sustainable Energy  
Engineering, Indian Institute of  
Technology Kanpur,  
Kanpur – 208016, Uttar Pradesh, India

Dear Sir,

**Sub:** Expression of Interest (EOI) is invited from the parties to design, supply, installation, testing, commissioning, support, and maintenance of High-Performance Computing (HPC) cluster at IIT Kanpur.

We, the undersigned, express our interest for the subject EOI and declare the following:

- (a) We are duly authorized to represent and act on behalf of \_\_\_\_\_ (name of the firm).
- (b) We have examined and have no reservations to the EOI document including Amendment No(s) & Clarification No(s) \_\_\_\_\_ (if any).
- (c) With reference to your invitation for EOI dated \_\_\_\_\_ required details as per the prescribed Annexures.
- (d) We hereby express our willingness to participate in RFP/ forth coming tender as and when IIT Kanpur invite the same.
- (e) IIT Kanpur and /or its authorized representatives are hereby authorized to conduct any inquiries or investigations to verify the statements, documents and information submitted in connection with this application and to seek clarifications from our bankers and clients.
- (f) This application will also serve as authorization to seek/request information as deemed necessary from any individual or authorized representative of any institution referred to in the supporting document provided by Bidder.
- (g) IIT Kanpur and /or its authorized representatives may contact the following nodal persons for further information on any aspects of the application.

Name and designation of contact Person	Address for Communication	Telephone No	Email ID



- (h) This application is made in the full understanding that:
1. Through this EOI, IIT Kanpur intends to identify interested and capable parties to **design, supply, installation, testing, commissioning, support, and maintenance of High-Performance Computing (HPC) cluster'**. This EOI is not intended for empanelment of BIDDER or pre-qualification of BIDDER.
  2. The EOI process will be subject to verification of all information submitted at the discretion of IIT Kanpur.
  3. IIT Kanpur reserves the right to reject or accept any or all applications, cancel/withdraw the EOI process without assigning any reason whatsoever and in such case, BIDDER shall not have any claim arising out of such action and security deposit shall be refunded.
- (i) We declare that we have read and abide by the provisions of Fraud Prevention Policy of IIT Kanpur and submit the form of Acceptance of Fraud Prevention Policy duly filled as per IIT Kanpur's format.
- (j) The undersigned declare that the statements made, and the information provided in the duly completed applications are complete, true, and correct in every detail.

SIGNATURE (AUTHORISED  
SIGNATORY) (OFFICE STAMP)

## ANNEXURE-1

### Declaration for Local Content

(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 Officer-In-Charge  
Central Stores  
IIT Kanpur-208016

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.

*“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, with Official Seal)**

**ANNEXURE-2**

(FORM FOR ACCEPTANCE OF FRAUD PREVENTION POLICY)

We have read the contents of Fraud Prevention Policy of IIT Kanpur displayed in Section I for the expression of interest (EOI) published on website <https://www.iitk.ac.in/new/tenders-notice> and undertake that we shall strictly abide by the provisions of Fraud Prevention Policy of Indian Institute of Technology Kanpur.

SIGNATURE (AUTHORISED SIGNATORY)

(OFFICE STAMP)

DATE: \_\_\_\_\_ NAME: \_\_\_\_\_ DESIGNATION: \_\_\_\_\_

PLACE \_\_\_\_\_

**ANNEXURE-3**

**FORMAT FOR MANUFACTURER'S AUTHORISATION LETTER TO BIDDER**

Ref No. \_\_\_\_\_ dated \_\_\_\_\_

TO

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Dear Sir,

EOI/Tender Reference No. \_\_\_\_\_

We \_\_\_\_\_ who are established and reputable manufactures of \_\_\_\_\_ having factories at \_\_\_\_\_ and \_\_\_\_\_ do hereby authorize M/s \_\_\_\_\_ (Name and address of Agent/Dealer) to offer their quotation, negotiate and conclude the contract with you against the above invitation for tender offer for our \_\_\_\_\_ model.

We hereby extend our full guarantee and warranty as per terms and conditions of the tender and the contract for the equipment and services offered against this invitation for tender offer by the above firm. In case of M/s \_\_\_\_\_ is out of service due to any reason, we will make alternative arrangement for the service and maintenance of our product on same terms and condition.

Yours faithfully,

(Name)

For and on behalf of

M/s \_\_\_\_\_

(Name manufactures)

Note: This letter of authority should be on the letterhead of the manufacturing concern and should be signed by a competent person of the manufacturer.

## ANNEXURE-4

(Compliance Sheet)

The bidder is required to submit the following, undersigned, and stamped self-compliance report against the pre-qualification technical evaluation criteria as per Table 1:

**Table 2. Compliance sheet against the technical evaluation criteria (refer to Table 1)**

Sl.No	Criteria	Sub-criteria	Compliance (yes/no)	The relevant data/number against the sub-criteria
1.	Similar nature of work worth as in a <b>single PO</b>	i) 3 – 5 Crores ii) >5 – 8 Crores iii) More than 8 crores		
2.	Financial strength of the bidder (based on Turnover figures of the last three years)	i) 8 - 10 crores ii) > 10 - 15 crores iii) > 15 crores		
3.	Number of HPC listings in top500.org	i) Up to 2 ii) 3-4 iii) More than 4		
4.	Technical manpower with relevant experience (in numbers)	i) ≤ 25 ii) >25 - 50 iii) > 50		
5.	CPU based server installations	<b>i)</b> Up to 1024 cores based <b>ii)</b> Up to 2048 cores based <b>iii)</b> More than 2048 cores based		
6.	Card Based GPU server installations	i) ≤ 4 (A100/H100 card) ii) >4 – 8 (A100/H100 card) iii) More than 8, A100/H100 card		
7.	PFS Storage installation	i) Up to 100 TB ii) >100 - 200 TB iii) More than 200 TB		

The relevant supporting documents for each of the above-mentioned criteria are to be submitted. Otherwise, the bid may be summarily rejected.