

**OFFICE OF THE DEVELOPMENT COMMISSIONER
COCHIN SPECIAL ECONOMIC ZONE
KAKKANAD, COCHIN-37**

**NOTICE INVITING TENDER
FOR
SUPPLY, INSTALLATION, TESTING,
COMMISSIONING OF ITEMS FOR SETTING UP DATA CENTRE**

NIT No. :	CSEZ-CSEZ0A(32)/14/2024-SEZ Cochin
Issue Date:	19th February, 2025.
Pre Bid Meeting :	24th February, 2025.at 03.00 PM
Last Date of Submission :	27th February, 2025.at 03.00 PM

PREFACE

The office of the Development Commissioner Cochin Special Economic Zone a subordinate office under the Ministry of Commerce and Industry, Government of India is inviting tenders for the supply, installation, testing, configuration of items for setting up of data centre for the Office of Development Commissioner, Cochin SEZ. In this regard, this office is inviting tender from firms meeting the prescribed qualifying criteria as mentioned in the tender document.

The firms may submit their bid with all necessary documents along with the covering letter duly signed by the authorized signatory on or before 27.02.2025 at 03.00 PM at the following address:

**Office of the Development Commissioner,
Cochin Special Economic Zone,
Ministry of Commerce & Industry,
Government of India
Administrative Building
Kakkanad, Cochin-682 037**

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PART – I

NOTICE INVITING TENDER (NIT)

File Number: CSEZ-CSEZ0A(32)/14/2024-SEZ Cochin

Dated 19.02.2025

Subject: Notice Inviting Tender For Supply Of Servers And Storage Devices For The Office Of Development Commissioner Cochin SEZ

Tenders are invited by Development Commissioner, CSEZ on behalf of President of India from eligible and registered firms for Notice Inviting Tender for Supply of Servers and Storage Devices for setting up of Data Center in the Office of Development Commissioner Cochin SEZ.

1.	Name of the work	Supply, Installation, Testing, Configuration For Setting Up of Data Centre for The Office Of Development Commissioner Cochin SEZ
2.	Location	CSEZ, Kakkanad, Cochin, Kerala
3.	Tender Document	The Tender document can be downloaded from www.csez.gov.in www.eprocure.gov.in from 19.02.2025 11.30 A.M. onwards
4.	Validity of Tender	30 days
5.	Last date & time of submission of pre bid queries	21.02.2025 up to 4.00 PM via email [To: sleebacsez@gmail.com]
6.	Pre- Mid Meeting	Pre-Bid meeting will be conducted through Hybrid mode on 24.02.2025 3.00 PM. All parties shall send their name, and e-mail id's before 24.02.2025 10.00 AM to the e-mail sleebacsez@gmail.com for getting the link for pre-Bid VC link. The Meeting will be held at CSEZ Administrative office, CSEZ PO, Kakkanad, Ernakulam 682037
7	Last date and time of Submission of Tender	27.02.2025 at 3.00 PM
8	Date and Time of opening of Technical Bids	27.02.2025 at 4.00 PM
9	Date and Time of opening of Financial Bids	Will be intimated to the bidders separately who have successfully qualified in the Technical Bids
10	Contact Person for queries	Assistant Development Commissioner (Admin), Cochin Special Economic Zone, Kakkanad, Kochi, Kerala
11	Submission of Proposal to be addressed to	Office of the Development Commissioner, Cochin Special Economic Zone, Ministry of Commerce & Industry, Government of India, Administrative Building Kakkanad, Cochin-682 037

(Sd/-)

Assistant Development Commissioner (Admin)

PART – II**2.1 INTRODUCTION**

Office of the Development Commissioner, Cochin Special Economic Zone (CSEZ) is one among the 7 DC, offices functioning under the Administrative control of the Department of Commerce, Ministry of Commerce & Industry, and Government of India. This office acts as a single window for obtaining various licenses for SEZs and EOUs operating in Karnataka, Kerala, Mahe, and Lakshadweep. Accordingly, Tenders are invited from interested, experienced, registered firms meeting the prescribed qualifying criteria as mentioned in tender document for supply, installation, testing, configuration of items for setting up of data centre for the Office of Development Commissioner, Cochin SEZ.

2.2.1 ELIGIBILITY CRITERIA

While submitting the proposal, the applicant shall ensure that the applicant meets the conditions of eligibility as described below:

SI No	Criteria	Mandatory Documentary Evidence to be Submitted
1	Bidder should have registered office in Kerala and a local office at Ernakulam District of Kerala State against which documentary proof needs to be submitted for qualifying the bid.	Proof or Supporting Document
2	Average Annual financial turnover should be at least 7 lakhs during any three of the financial years ending 2021-22,2022-23,2023-24.	Certified financial Statement/ Audited Balance Sheets Certificate duly audited by CA or ITR statement for Proprietary ship firms
3	Should not be a loss-making firm during any three of the financial years ending, 2021-22,2022-23,2023-24.	Certified financial Statement
4	Bidder should have successfully supplied the items (minimum two projects with two different clients) with similar scope of work in State/Central Ministries/ Departments	Copy of Purchase order, Work order
5	GST Registration of the vendor should be from the State of Kerala. (GSTIN beginning with the numerals 32)	GST Registration Certificate
6	The bidder must have valid ISO 9001: 2015, ISO 20000:2018 and ISO 27001:2013 or higher certifications.	Copy of Certificate
7	The bidder has not been debarred/blacklisted by any reputed Government/Semi- Government organization/or in GEM for the quality of services/product and that there is no major complaint against the quality of service/products by any organization.	Self Declaration in letter head
8	The bid should preferably be either an Original Equipment Manufacturer (OEM) or should be Authorized System Integrator Partner having Direct Purchase and Support Agreement with the OEM. In case the Bidder is a System Integration Partner of the Principal Manufacturer, a Certificate from the Principal Manufacturer clearly stating the relationship with the Partner	Relevant Certificate

	and authorization to the Partner to quote for this specific Bid is to be furnished.	
9	The bidder should have a minimum of 2 qualified Engineers in the Server, Storage and Networking domain and should have been in the payroll of the bidder's firm.	Documentary evidence, payroll and CVs of the Engineers must be submitted along with the bid.
10	Service Centre: Bidder should have a functional service Centre in Ernakulam district to attend any service calls within 24 hours of reporting such incident.	Declaration and Address proof of the same must be submitted
11	A pre-bid meeting will be conducted in hybrid mode to discuss supply, installation, testing, configuration of the items and providing training of Data Centre. Bid from vendors, who do not attend the pre bid meeting, will not be considered. To participate in the pre bid meeting through virtual mode, links will be provided to the Bidder.	Participants of the Pre Bid Meeting can contact to the email id:sleebacsez@gmail.com for VC link.

2.2.2 ADDITIONAL DOCUMENTS TO BE SUBMITTED

The following documents also need to be submitted along with the bid. Non submission of the below documents will result in the disqualification of the bidder

1	Signatory	Signatory for signing the contract	<ul style="list-style-type: none"> • Power of Attorney in the name of the authorised signatory
2	Tax	PAN and GSTIN	<ul style="list-style-type: none"> • Copy of PAN Card • Copy of GSTIN
3	Integrity Pact	Integrity Pact as per format	<ul style="list-style-type: none"> • Integrity Pact as per Central Vigilance Commission website https://pledge.cvc.nic.in (Annexure II)

2.3 SELECTION PROCESS:

2.3.1 STUDY OF SCOPE

Intending Bidder(s) shall attend the Pre-bid meeting scheduled on 24.02.2025 3.00 PM to acquaint themselves with extend of the scope of work involved and seek clarifications regarding the nature of work involved during or after the meeting by corresponding with the Contact Person assigned for handling queries.

A bidder(s) shall be deemed to have full knowledge of the scope whether he examines it or not and no extra charge consequent on any misunderstanding or otherwise shall be allowed.

The bidder(s) shall be responsible for arranging and maintaining at his own cost all

equipments, materials, facilities for workers and all other services required for executing the work unless otherwise specifically provided for in the contract documents. Submission of a bid by a bidder(s) implies that he has read this notice has made himself aware of the scope and specifications of the work and other factors having a bearing on the execution of the work.

2.3.2 BIDDING PROCESS

Brief Description:

1. A two stage selection process will be adopted in evaluating the tenders. In the first stage, a qualification cum technical evaluation will be carried out followed by a financial evaluation in the second stage. A Committee constituted by Development Commissioner, CSEZ shall evaluate the bids on technical criteria prescribed under Clause 2.2.1.
2. Qualification cum Technical Evaluation: The tenders will be evaluated on the basis of the bidders' eligibility as mentioned under Section II, Clause 2 above. Only those persons/ firms whose proposals meet the minimum eligibility under the said clause shall qualify for the second stage of the Bidding Process i.e. Financial Evaluation.
3. Evaluation of Financial Bids: The financial bids of the bidders who qualify in technical evaluation shall be opened and the lowest financial bid shall be determined as L-1.

2.3.3 TERMS & CONDITIONS

1. OEM/Bidder should have registered office in Kerala and a local office at Ernakulam District of Kerala State against which documentary proof needs to be submitted for qualifying the bid.
2. GST Registration of the vendor should be from the State of Kerala. (GSTIN beginning with the numerals 32).
3. The bidder must have valid ISO 9001: 2015, ISO 20000:2018 and ISO 27001:2013 or higher certifications.
4. Declaration that the bidder has not been debarred/blacklisted by any reputed Government/Semi- Government organization/in GEM for the quality of services/product and that there is no major complaint against the quality of service/products by any organization.
5. The bidder shall post one Project Manager should be a CDCP certified person. Should Provide the copy of the CDCP to be submitted with the Tender.
6. The bidder should preferably be either an Original Equipment Manufacturer (OEM) or should be Authorized System Integrator Partner having Direct Purchase and Support Agreement with the OEM. In case the Bidder is a System Integration Partner of the Principal Manufacturer, a Certificate from the Principal Manufacturer clearly stating the relationship with the Partner and authorization to the Partner to quote for this specific Bid is to be furnished. In case bidder is an Authorized partner of the proposed products Manufacturer's Authorization Format (MAF), specific to this Tender from Original Equipment Manufacturer should be submitted along with the proposal.
7. The bidder should have a minimum of 2 qualified Engineers in the Server, Storage and Networking domain and should have been in the payroll of the bidder's firm. Documentary evidence, payroll and CVs of the Engineers must be submitted along with the bid.
8. Service Centre: Bidder should have a functional service Centre in Ernakulum district (Address proof of the same must be submitted) to attend any service calls within 24 hours of reporting such incident.
9. Bidders shall quote only those products in the bid which are not obsolete.
10. OEM Warranty certificates must be submitted by successful bidder at the time of delivery of Goods. The seller should submit an undertaking that the rectification of goods will be done at no additional cost in case of any break down during the

guarantee period. Seller should have well established installation, commissioning, Training, troubleshooting and maintenance service group in INDIA for attending the after sales service.

11. Seller must submit self-certification (company letter head)/relevant documents regarding adherence of the clauses mentioned in the Terms and Conditions.
12. The buyer reserves the right to accept/reject the bid without assigning any reason.
13. The price quoted should be inclusive of all charges such as all kind of taxes, supply, installation, testing, configuration, training and all other incidental charges.
14. The specifications are basic essence of the product. It must be ensured that the offers must be strictly as per tendered specifications.
15. A pre-bid meeting will be conducted in hybrid mode on 24.02.2025 to discuss supply, installation, testing, configuration and providing training of Data Centre. Bid from vendors, who do not attend the pre bid meeting, will not be considered. To participate in the pre bid meeting through virtual mode, links will be provided to the Bidder.

2.3.4 OTHER TERMS AND CONDITIONS OF EVALUATION CRITERIA ARE AS UNDER:

1. The Tender Evaluation Committee may choose to conduct technical negotiation or discussion with any or all the Bidders. The decision of the Tender Evaluation Committee in the evaluation of the Technical and Financial bids shall be final and binding on all the parties.
2. Any effort by a Bidder to influence the Tender Evaluation Committee's processing of Bids or award decisions may result in the rejection of the Bid.
3. Failure of the Bidder to agree with the Terms & Conditions of the Tender/ Contract shall constitute sufficient grounds for the annulment of the award of contract, in which event the contract may be awarded to the next most responsive bidder.
4. Please note:
 - a. There should be no mention of prices in any part of the bid other than the financial bids.
 - b. Unit prices for each component of the financial proposal should be mentioned. Any spelling mistakes or incomplete information furnished would invite for a disqualification of the bid.
 - c. Basic price and GST should be shown separately in the financial bid. If no segregation is given, it will be presumed that the price includes the applicable GST element.
 - d. Substantially Responsible Bids: A substantially responsive Bid is one, which conforms to all the requirements, terms, conditions and specifications of the tender document.

2.3.5 INSTRUCTIONS TO BIDDERS

1. The Tender document can be downloaded from www.csez.gov.in, www.eprocure.gov.in from 19.02.2025 onwards. All costs & expenses associated with the submission of Tender shall be borne by the company for submitting the application and the Office of the Development Commissioner, CSEZ shall have no liability in any manner in this regard or if it decides to terminate the process of short-listing for any reason whatsoever. While submitting the tender, the bidder shall ensure that the bidder meets the conditions of eligibility described in the tender document. Failure to comply with the requirements spelled out in the tender Document shall make the proposal liable to be rejected.
2. The bid must be accompanied by a letter on firm's letter head showing the full registered name(s) and registered office address of the bidder. It should be signed by a person of suitable authority to commit the bidders to a binding contract.

3. Development Commissioner, CSEZ reserves the right to verify all statements, information, and documents submitted by the applicant in response to the Tender Document. Failure of the office of the Development Commissioner, CSEZ to undertake such verification shall not relieve the applicant of its obligations or liabilities hereunder nor will it affect any rights of the office of the Development Commissioner CSEZ there under.
4. The Tender document shall be submitted by the bidder duly signed on each page of the document. In case the proposal is submitted as per the document downloaded from the official website, the applicant shall be responsible for its accuracy and correctness as per the version uploaded by office of the Development Commissioner CSEZ and shall ensure that there are no changes caused in the content of the downloaded document. In case of any discrepancy between the downloaded or photocopied version of the Tender document and the original Tender document issued by the office of the Development Commissioner CSEZ, the latter shall prevail.
5. The Organization should submit their Proposal with Covering Letter in two separate envelopes marked as ENVELOPE-A and ENVELOPE-B.
 - a. Covering Letter: - The covering letter must clearly mention the name, address, telephone and email id of the authorized person who will serve as the primary point of contact for all communication. The person who is signing the covering letter and the proposal should have authorization.
 - b. Envelope-A: - One Hard Copy of Technical Proposal, in original, with signature of authorized personnel and stamp/ seal of the organization. The sealed envelope should be superscribed with the wordings "**TECHNICAL PROPOSAL FOR SUPPLY, INSTALLATION, TESTING, CONFIGURATION OF ITEMS FOR SETTING-UP OF DATA CENTRE FOR THE OFFICE OF DEVELOPMENT COMMISSIONER COCHIN SEZ**".
 - c. Envelope - B: - One Hard Copy of Financial Proposal, in original with signature of authorized personnel and stamp/seal of the organization. The sealed envelope should be superscribed with the wordings "**FINANCIAL PROPOSAL FOR SUPPLY, INSTALLATION, TESTING, CONFIGURATION OF ITEMS FOR SETTING-UP OF DATA CENTRE FOR THE OFFICE OF DEVELOPMENT COMMISSIONER COCHIN SEZ**".
 - d. Each document in the two envelopes of Proposal should be a complete document and should be bound as a volume separately. Each of the document should be page numbered and appropriately flagged and contain the list of contents with page numbers. Different copies must be bound separately. The deficiency in documentation may result in the rejection of the Proposal. This envelope shall be sent to the Development Commissioner, Cochin Special Economic Zone, CSEZ Administration Building, Kakkanad, Kochi – 682 037.
 - e. The Technical and Financial Proposals must be delivered at the submission address on or before the time and date stated above. Any Proposal received after the closing time for submission of proposals shall be returned unopened. CSEZ does not take any responsibility for the delay and any explanation for the same.
 - f. The sealed cover should also clearly indicate the name, address, and telephone number of agencies to enable the proposal to be returned unopened in case it is

declared "Late".

- g. The proposal should contain all the documentary evidences to substantiate the claim for Eligibility criteria set in clause 2.2.1 above.

Moreover, Firm/agency is supposed to present a 5 page write up on the The right to suspend the short-listing process or part of the process to accept or reject any or all applications at any stage of the process and/ or to modify the process or any part thereof at any time without assigning any reason therefore is reserved by the Development Commissioner, CSEZ without any obligation or liability whatsoever.

6. **Language of Bid:** The Bid and all related correspondence and documents relating to the Project shall be in English language only. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate English translation which shall be certified by a qualified translator. Any material that is submitted in a language other than English and which is not accompanied by an accurate English translation will not be considered.
7. **Currency of Bid:** Bid prices shall be quoted in Indian Rupees (INR). Tender submitted by tenderer shall remain valid for acceptance as mentioned in NIT from the date set for submission of the tender. The tenderer shall not be entitled within the said period to revoke or cancel or vary the tender given or any item thereof, without the consent of CSEZ.
8. **Performance Bank Guarantee:** The bidder, whose tender is accepted, will be required to furnish performance guarantee of 5% (Five percent) of the contract amount within seven days of issue of the letter of intent depending on the magnitude and/ or urgency of work. Performance Security may be furnished in the form of Insurance Surety Bonds, Account Payee Demand Draft, Fixed Deposit Receipt from a Commercial bank, Bank Guarantee from a Commercial bank or, Online payment in an acceptable form, safeguarding the purchaser's interest in all respects. The performance bank guarantee shall be valid for a period of 3 years of warranty from the date of installation + 60 days.
9. **Warranty:** The items shall have onsite warranty as specified against each item in the specifications of the item in Annexure I.

10. Undertaking from the firm that:

- i) There has not been any disciplinary action initiated or contemplated or pending/ suspension of practice against the entity or debarment from conducting any activity, by RBI/ C&AG or other financial sector regulator / statutory authority during the last five years.
 - ii) None of the partners/ employees of the firm have been convicted of any offence involving moral turpitude or have been found guilty of any economic offence.
 - iii) No appeal/ unresolved dispute/ suit/ case/ application has been pending at any court of law/ Tribunal in India regarding the existence of the business/ right to carry on practice of the firm or any of its partners/ directors.
11. **Conflict of Interest:** Bidders must disclose in their bid, details of any circumstances, including personal, financial and business activities that will, or might, give rise to a conflict of interest. Where bidders identify any should state how they intend to avoid

such conflicts. Development Commissioner, CSEZ reserves the right to reject any bid which, gives rise, or could potentially give rise to, a conflict of interest, including on account of association with any intermediaries registered with CSEZ.

12. The bidders shall sign a declaration under the Officials Secret Act 1923, for maintaining secrecy of the tender documents drawings or other records connected with the work given to them.
13. **Indemnity** :The successful bidder shall exercise reasonable skill, care and diligence in the performance of the assignment and indemnify and keep CSEZ, its members, officers, employees etc., indemnified at all times in respect of any loss, damage, harm or claim whatsoever, arising out of or related to any breach of contract, violation of any law/ rule, breach of statutory duty or negligence by the firm or by its staff, employees, agents or subcontractors, in relation to the performance or otherwise of the Services to be provided under the present tender and Contract thereto.
14. **Assigning to Others:** The successful bidder shall not, without the prior written consent of Development Commissioner, CSEZ assign or transfer or cause to be assigned or transferred, whether actually or as the result of takeover, merger or other change of identity or character of the successful bidders, any of its rights or obligations under present tender and Contract thereto or any part, share or interest therein. Upon any such assignment or transfer, this engagement may forthwith be terminated by CSEZ.
15. **Termination:** CSEZ may, at its sole discretion and at any time, terminate the Contract with the successful bidder/ firm by giving a month's notice, and inform the firm of CSEZ's decision by written instructions to that effect. Termination could also take place on such breaches as may be specified in the Contract. In the event of the Contract being so terminated, the firm shall take such steps as are necessary to bring the Services to an end, in a cost effective, timely and orderly manner, without making any claim of whatsoever nature, against CSEZ or any of its officers, employees, etc.
16. **Validity of Bids:** The Bids submitted shall remain valid for a period of 30 days from the date of bid submission. If the bid validity given in the received bid is lesser than the period specified, the Bid will be rejected as non-responsive. The Successful Bidders should extend the price validity till the completion of the order or as requested by CSEZ.
17. **Modification and Withdrawal of Bids:** The Bids once submitted may not be allowed to be modified or amended or withdrawn at any cost.
18. The Tender should also contain the following documents:
 1. Tender document and Checklist as per forms with specified documents attached as annexure.
 2. A copy of the Tender Document signed, at the bottom of all pages as a token of acceptance of all terms and conditions.
 3. Certificates, Documents, Self Declaration as per Tender.
 4. If the envelope is not sealed and marked as instructed above, the office of the Development Commissioner CSEZ assumes no responsibility for the misplacement or premature opening of the contents of the Proposal

submitted. Office of the Development Commissioner CSEZ is not responsible for the non-receipt or delayed receipt of tender document send through courier or post.

Note:

- a. The Proposal shall be made in the Forms specified in this Tender Document. Any attachment to such Forms must be provided on separate sheets of paper and only information that is directly relevant should be provided. This may include photocopies of the relevant pages of printed documents.
- b. Tender received by the office of the Development Commissioner CSEZ after the specified time on the due date shall not be eligible for consideration and shall be summarily rejected.
- c. In exceptional circumstances, the office of the Development Commissioner CSEZ may request the bidder's consent for an extension to the period of bid validity. The request and the response thereto shall be made in writing. A bidder accepting the request and granting an extension will not be permitted to modify his bid.
- d. Office of the Development Commissioner, CSEZ is not bound to accept any tender and reserves the right to accept or reject any tender, and reserve the right to annul the selection process and reject all tender at any time before the award of the selection without assigning any reason(s) whatever and without thereby incurring any liability towards the affected participant(s) on this ground.

2.3.6 Payment:

Payment terms are as follows:

- a. Supply of all items in good condition - 75% of the total contract value.
- b. Successful instillation of the items supplied to the satisfaction of the Development commissioner CSEZ - 15% of the contract value
- c. Testing and commissioning of all the items as per the specification- 10% of the contract value.
- d. No interest will be paid for delayed payments
- e. Payments will be made after deducting TDS on Income tax
- f. GST as applicable.

2.4 Scope of Work

2.4.1 The Scope of work includes supply installation and Testing of Servers, Operating Sytems, SQL servers, Network Attached storage and Uninterupted power supply unit at Office of the Development Commissioner, Cochin SEZ The Specification of the items to be supplied is attached in Annexure I. The Quantity of the Items to be supplied are as follows:

SI No.	Description	Unit	Quantity
1	Server	Nos	2
2	Network Attached Storage	Nos.	1
3	Uninterrupted Power Supply	Nos.	2
4	Operating System	Nos.	2
5	SQL Server	Nos.	1
6	All in One Desktop	Nos	2

7	Laptop	Nos	2
8	Installation Charge	Ls	1

2.4.2 Terms and Conditions:-

- i) The item to be supplied/installed to/in the Office of the Development Commissioner, Cochin Special Economic Zone (CSEZ),CSEZ PO Kakkanad. Ernakulam.
- ii) The price of the items mentioned above is inclusive of GST/Customs / Excise Duty and Sales Tax and all other taxes, Power Cables, Operating System, carry bag, Interface Cables, Packing, Forwarding, Freight and Installation charges.
- iii) In case of dispute, the decision of Development Commissioner, CSEZ will be final and will be binding upon you. All the items to be supplied should be legal, licensed, new, good quality and standard and as per specifications mentioned above.
- iv) No systems with short supply will be accepted under any circumstances. The system will be accepted after rigorous and endurance tests conducted in all respects. If the system fails in the test run the system will be summarily rejected and you have to supply a new system as per the configuration within such time limit as may be prescribed by the Development Commissioner, CSEZ. Failure to fulfill any of the above mentioned conditions will lead to cancellation of this purchase order.
- v) .The system complete in all respects should be delivered and installed immediately, but in any case not later than the time line mentioned under clause: **2.3.7** in the Office of the Development Commissioner, Cochin Special Economic Zone (CSEZ),CSEZ PO Kakkanad. Ernakulam without additional charge.
- vi) **INDEMNITY:** The vendor will indemnify the Office of the Development Commissioner, CSEZ from any legal action by any third party arising out of the use of the supplied Systems.
- vii) A pre-receipted bill in quadruplicate in the name of the Development Commissioner, CSEZ, Cochin 37 shall be submitted at CSEZ, along with the delivery of the system completed in all respect. The payment will be made on complete delivery installation, testing to the satisfaction of Development Commissioner, CSEZ.
- viii) You shall provide, along with the system, operation manuals and user manuals free of cost.
- ix) Development Commissioner, CSEZ reserves the right to discontinue the supply at any time if the ordered item is found unsatisfactory or inferior in quality at any stage of supply / installation without accepting those supplied.
- x) No advance payment will be given.
- xi)** The payment will be paid unless the items are supplied following the clause: 2.3.6. Items supplied and installed should to the satisfaction of the Development Commissioner, CSEZ.
- xii) The decision of CSEZ in the matter arising out of this Purchase shall be final and binding in regard to all matters relating to the contract. In the event of the supplier committing breach of any of the above terms and conditions or the services of the

- Agency being found to be unsatisfactory, the contract can be terminated by CSEZ.
- xiii) CSEZ shall have right to issue addendum to tendered documents to clarify, amend, modify supplement or delete any of the condition, clause or items stated therein. Each addendum shall form a part of the original invitation to tender.
 - xiv) The CSEZ reserves the right to accept or reject any or all the tenders at any stage of the tendering process without assigning any reason thereof. The CSEZ in this regard will entertain no claim or complaint. In the event of the Agency committing a breach of the contract the CSEZ is entitled to receive from the Agency compensation to the extent of loss incurred as determined by the CSEZ for any loss or damage caused to the CSEZ.
 - xv) CSEZ and its officials shall be indemnified from any dispute arising out of using any third-party components that are used in the manufacturing process.

2.5 Declaration

A declaration may be submitted in the following format.

DECLARATION

I/We have completely read and hereby accept the scope of work, requirements, terms & conditions, post warranty, Settlement & Disputes conditions.

Signature of bidders' authorized representative with seal:
Full address:

2.6 Settlement of Disputes & Arbitration

Any dispute, controversy, or claims arising out of or relating to this Agreement or the breach, termination, or invalidity thereof, shall be settled through the following mechanism:

Firstly, the aggrieved party shall write a letter to the other party detailing its grievances and calling upon the other party to amicably resolve the dispute by convening a joint meeting. Accordingly, the parties as per their convenience shall jointly convene the said meeting (s), wherein minutes of the said meeting(s) shall be prepared and countersigned by all the parties. It is mandatory to prepare minutes of meeting(s) and to be countersigned by all the parties, irrespective of the outcome of the said meeting(s).

In the event, the parties are unable to reach on any settlement in the said meeting (s), then the aggrieved party shall mandatory resort to Pre-litigation mediation mechanism with Kerala High Court Mediation Cell, Ernakulam.

It is only upon failure of the Pre-litigation mediation mechanism with Kerala High Court Mediation Cell, and then the aggrieved party shall resort to resolution of disputes through arbitration of a Sole Arbitrator. The appointing authority of sole Arbitrator is Office of the Development Commissioner, CSEZ, to which neither of the parties have any objection nor they shall ever object.

Subject to the parties agreeing otherwise, the arbitration proceedings shall be conducted in accordance with the provisions of the Indian Arbitration and Conciliation Act, 1996 (amended as on date).

The Contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of India and the Parties submit to sole & exclusive jurisdiction of Courts at New Delhi.

2.7 Liquidated Damages for delays and Penalties

If the successful bidder fails to Supply the items in time, the agency shall pay liquidated damages to CSEZ at the rate of the 0.5 % of contract value for per week of delay or part thereof subject to maximum of 5% of the contract value. CSEZ may, without prejudice to any other method of recovery, deduct the amount of such damages from any monies due or to become due to the agency. The payment or deduction of such damages shall not relieve the agency from his obligation to complete the Works, or from any other of his obligations and liabilities under the contract.

**PART - III
FORM- 1
CHECK LIST**

Part A - General Information		
1	Name of the company	
2	Type of Incorporation	
3	Address of the registered office of the company	
4	Year Incorporated	
5	Address for Communication	
6	Contact person	
7	Name	
8	Designation	
9	Phone No.	
10	Fax No.	
11	Mobile No.	
12	Email address	
Part B - Details of GST		
13	GST Registration No.	
14	PAN No.	

Technical Bid Format

FORM- 2

1. Details of the similar project done during the past 5 years

Sl. No.	Name of Work/Project	Name and contact details of client	Technology Used	Cost of project (Rs. in lakhs)
1				
2				
3				
4				
5				

2. Details of Government Clients/Projects(if any)

Sl. No.	Name of Work/Project	Name and contact details of client	Technology Used	Cost of project (Rs. in lakhs)
1				
2				
3				
4				
5				

3. Supporting Documents/relevant document is to be furnished for Sl No. 3 to 16

1	Documents showing Average Annual financial turnover [at least 7 lakhs during any three of the financial years] and not a loss-making firm for the three Financial years	
2	Certified financial Statement	
3	Audited Balance Sheets Certificate duly audited by CA or ITR statement for Proprietary ship firms	
4	Bidder should have registered office in Kerala and a local office at Ernakulam District of Kerala State against which documentary proof needs to be submitted for qualifying the bid.	
5	GST Registration of the vendor should be from the State of Kerala. (GSTIN beginning with the numerals 32)	
6	The bidder must have valid ISO 9001:2015, ISO 20000:2018 and ISO 27001:2013 or higher certifications.	

7	Self certificate of the bidder has not been debarred/blacklisted by any reputed Government/Semi-Government organization for the quality of services/product and that there is no major complaint against the quality of service/products by any organization.	
8	Certificate of Original Equipment Manufacturer (OEM) or Authorized System Integrator Partner having Direct Purchase and Support Agreement with the OEM. In case the Bidder is a System Integration Partner of the Principal Manufacturer, Certificate from the Principal Manufacturer clearly stating the relationship with the Partner and authorization to the Partner to quote for this specific Bid is to be furnished. And Manufacturer's Authorization Format (MAF), specific to this Tender from Original Equipment Manufacturer	
9	Details of 2 qualified Engineers in the Server, Storage and Networking domain	
10	Details of Experience in Supply, Installation, Testing, Configuration And Providing Training Of Data Centre.	
11	Details of Service Centre in Ernakulam	
12	Name and Contact details of the Representative participated in the pre bid meeting	

Note:

- The Firm should provide details of only those assignments that have been completed successfully by own firm.
- Use separate sheet for each Eligible Assignment
- Satisfactory completion certificate from client should be enclosed.

FORM-3

Statement of Annual Turn Over

Sl. No.	Financial Year	Annual Turnover (₹ in Lakhs)
1		
2		
3		
4		

Note:

- Please do not attach any printed Annual Financial Statement.
- This form should be duly signed by the auditor of the company with his registration number
- Attach audited Profit and Loss Account, Balance sheet for 2021-22, 2022-23, and 2023-24.

FINANCIAL BID
To be Submitted in a Separate Sealed Cover

Financial Bid Format

FORM-IV

BILL OF QUANTITY

SI No.	Description	Unit	Quantity	Rate in INR	GST %	GST in INR	AMOUNT in INR
1	Server	Nos	2				
2	Network Attached Storage	Nos.	1				
3	Uninterrupted Power Supply	Nos.	2				
4	Operating System	Nos.	2				
5	SQL Server	Nos.	1				
6	All in one Desktop Computer	Nos	2				
7	Laptops	Nos	2				
8	Installation /Configuration Charges	Unit	1				
TOTAL							
Rupees.							

Note:-

1. (**) Quoted amount should be Inclusive of GST.
2. The rate quoted shall included all costs associated with the work including loading unloading, waste removal, any out of pocket / mobilization expenses, indirect Taxes/Cess, if any applicable as per **Govt. terms, to be paid by the Supplier.**
3. Rates quoted shall be fixed for the entire project execution period.

Signature of the authorized representative :

Name and designation :

Name of the agency :

Contact details

(a) Communication address:

(b) E-mail IDs :

(b) Contact Nos

Specification of Items**1. Servers**

Item	Description
Form Factor	19" Rack mountable with a maximum height of 2U
Processor	Intel® Xeon® - SILVER - 4210R (10 core, 2.4GHz, 100W) One Processor with standard heatsink
Memory	(1x 32 GB)32 GB RDIMM 2R 2933 MT/s, 4 * 32GB 2Rx4 PC4-2933Y-R Smart Kit
Network	Ethernet 1Gb 4-port BASE-T BCM5719 Adapter
Storage	8 SFF (upgradeable to 24 SFF front + 6SFF rear) P408i-a w/2GB cache - With 96W Smart Storage Battery 3-slots (x8, x16, x8 with dual m.2) as standard 2 * 480GB SATA Read Intensive SFF SSD 4* 2.4TB SAS 12G 10K SFF SC 512e MV HDD
Power	1x 800W Flex Slot Platinum Hot Plug Low Halogen Power Supply Kit 4-standard fans SFF Easy Install Rail Kit with Cable Management Arm Energy Star 3.0
Warranty	3-year parts, 3-year labor, 3-year onsite support with next business day response.
Industry standard certifications	The server models should have the following Certifications: Microsoft Windows Server, Red Hat Enterprise Linux, VMware vSphere, UL/FCC/ ROHS
Accessories	Rack mounting accessories and power cords should be provided. All power cords should be of Indian standard
RAID	RAID(0,1,4,5)
PCI SLOT	3 numbers

2. Network attached Storage

Drive Bays	12 x 3.5"/2.5" SATA 6Gb/s HDD/SSDs
Processor	Alpine AL324
Architecture	64-bit ARM® Cortex-A57
Cores	Quad-core
Clock Speed	1.7GHz
Memory	8 GB DDR4 up to 16GB
Storage Protection	512MB Dual Boot OS Protection
Network Ports	2 x 2.5 Gigabit Ethernet High-Speed Ports 2 x 10GbE SFP+
Connectivity	4 x USB 3.2 Gen 1
RAID Support	RAID 0, 1, 5, 6, 10, 50, 60, JBOD, Single + Hot Spare
Storage Drives	UltraStar HDDs4 x 16TB
Warranty	3-year parts, 3-year labor, 3-year onsite support with next business day response.

3. 2KVA UPS Specification

INPUT Characteristics	
Acceptable Input Voltage	100VAC-300VAC
Phase	Single phase with ground
Transfer Voltage Range (low load)	100VAC-300VAC (40% load)
Transfer Voltage Range (100% load)	176VAC-300VAC
	-Line low loss 160VAC/100VAC (±3%)
	-Line low comeback 165VAC/105VAC (±3%)
	-Line high loss 300VAC (±3%)
-Line high comeback 290VAC (±3%)	
Nominal input current (r.m.s)	@ 230V input and battery fully recharged 8.8A
Inrush Current Limit	8*I _{rms}
THDi	5 % typical, 7% Max with R full load @ 230v input
Input Power Factor	≥0.99(R FULL LOAD) @ 230V input
Input Frequency Range	45-55Hz / 54-66Hz
Input protection Breaker	
OVCD	Withstand 440Vac, 24Hours
Generator Set	2.2 x UPS Rating Power
OUTPUT Characteristics	
Output Power(VA)	max 2000
Output Power(W)	max 1800
Output Power Factor	0.9
Output Waveform	Pure sine wave
Output nominal voltage	220VAC/230VAC/240VAC
Output Voltage Variation	± 1 %
Output Transient recovery 100ms	(IEC 62040-3 Non-linear load)
Output Voltage distortion	< 2% THD, linear load@Line mode
	< 2% THD, linear load @ battery mode, battery voltage 12V / per battery
	< 6% THD, linear load@Line mode
	< 6% THD, linear load @ battery mode, battery voltage 12V / per battery
Output Frequency in inverter	45-55Hz / 54-66Hz

mode Synchronization range	
Output Frequency Slew rate	1 Hz/s
Output Frequency in Battery mode	(50/60±0.05) Hz
Transfer time Inverter Mode to Battery Mode.	0ms
Transfer Time Inverter Mode to Bypass Mode.	4ms
Line mode efficiency @ full load with battery fully charged	>90%
ECO mode efficiency @ full load with battery fully charged	>98%
Battery mode efficiency @ full load 12Vdc/Battery	>87.3%
Overload Capability (Line mode)	100%~105% :Constant 105%~130% :60s 130%~150% :10s >150% :300ms
Overload Capability (Battery mode)	100%~105% :Constant 105%~130% :10s 130%~150% :1s >150% :300ms >105% and Vbat<10.5V: 300ms
Warranty	1-year parts, 1-year labor, 1-year onsite support with next business day response.
BATTERY Characteristics	
DC Voltage	48VDC
Battery-Low Voltage(full load)	42VDC, 10.5V/pcs
Battery shutdown voltage @ 0 ~ 20% Load (for long run model) / 0~ 30% (for standard model)	42.8VDC, 10.7V/pcs
Battery shutdown voltage @ 20 ~ 70% Load (for long run model) / 30%~70% load (for standard model)	40.8VDC, 10.2V/pcs
Battery shutdown voltage @ > 70% Load	38VDC, 9.5V/pcs
Charger Current	1.5A
Leakage current	< 150uA
FEATURES	
ECO Mode	YES
EPO Function	NA
Battery Capacity Calculation	YES
Fan Speed Control	YES
Frequency Converter Mode(CVCF)	YES, 60% load
INTERFACE	
RS232	Yes
USB	NA
COM Slot	YES
NMC card	Optional

AS400 card(Dry contact card)	Optional
Modbus card	Optional
Input connection	IEC Inet 10A
Outlet socket	4 x IEC 10A outlets, 1 terminal block
MECHANICAL	
WxHxD (mm)	190 x 327 x 399
Net Weight	17.4Kg
Operating Temperature Range	0°C ~ 40 °C
Relative Humidity	0 ~ 95% (No condensing)
Audible Noise	<40dB at front 1m @ typical load
Regulations and Standards	
-ESD	IEC 61000-4-2 Level 3
-RS	IEC 61000-4-3 Level 3
-EFT	IEC 61000-4-4 Level 4
-Surge	IEC 61000-4-5 Level 4
-Safety	BIS
-Transportation	ISTA 2A
-Protection	IP20 (static)
ACCESSORIES	
User manual	Yes
External battery power cord	NA
EMC	
Conduction	Class 2 Ref Std: IEC 62040-2:2005
Radiation	Class 2 Ref Std IEC 62040-2:2005
Low frequency conducted disturbances	Criteria A Ref Std : IEC61000-2-2:2002
Harmonic current	Class A Ref Std :IEC 61000-3-2:2014
ESD	Criteria B, Level 3 Ref Std : IEC 61000-4-2:2008
RS	Criteria A, Level 3 Ref Std IEC 61000-4-3:2006+AMD1:2007+AMD2:2010 CSV
EFT	Criteria B ,Level 4 Ref Std :IEC 61000-4-4:2012
Surge	Criteria B, DM Level 3: 2KV, CM Level 4: 4KV Ref Std : IEC 61000-4-5:2014
C/S	Criteria A, level 3 Ref Std : IEC61000-4-6:2013
M/S	Criteria B, level 4 Ref Std : IEC61000-4-8:2009
Voltage Dips, short interruptions and voltage variations	Criteria B ,Level 4 Ref Std : IEC61000-4-11: 2004
Certificate	
BIS	YES
CE	YES
Warranty	2-year for the Battery, 2-year labor, 2-year onsite support with next business day response.

4. Software

SQL Server	SQL Server 2022 Standard Edition
OS	Windows Server 2025 Standard - 16 Core License

5. Specification of Desktop Computers

All in One Desktop	
Processor	AMD Ryzen 5 5600G/Intel Core i5 12400
RAM	Minimum 16GB DDR 4, With support of suitable slots to expand memory up to 32 GB.
Memory Size	Minimum 500 GB SSD (Nvme)
Display	23" WTFT or Higher
Display type	LED
Mic, Camera	In-built
Operating System	Windows 11 Pro
Warranty	3-year onsite support with next business day response.

6. Specification of Laptops

Laptop	
Processor	AMD Ryzen 5 5600G/Intel Core i5 12400
RAM	Minimum 16GB DDR 4, With support of suitable slots to expand memory up to 32 GB.
Memory Size	Minimum 1TB SSD (Nvme)
Display	15.6" or Higher
Display type	LED
Operating System	Windows 11 Pro
Battery	Lithium ion
Battery Capacity (Watt Hour)	36
Battery Backup time	8 Hrs
Warranty	3-year onsite support with next business day response.

7. Installation and configuration charges

Service charges towards installation, testing, configuration and providing training of Data Centre
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FORMAT FOR INTEGRITY PACT

This Integrity Agreement is made at on thisday of 20.....

BETWEEN

Office of the Development Commissioner, Cochin Special Economic Zone, Kakkanad, Ernakulam (Hereinafter referred as the “**Principal/Owner**”, which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

AND

.....
 (Name and Address of the Individual/firm/Company) through
 (Hereinafter referred to as the
 (Details of duly authorized signatory) “**Bidder/Contractor**” and which expression shall unless
 repugnant to the meaning or context hereof include its successors and permitted assigns)

Preamble

WHEREAS the Principal / Owner has floated the Tender (NIT No.)
 (hereinafter referred to as “Tender/Bid”) and intends to award, under laid down organizational
 procedure, contract for..... (Name of
 work) hereinafter referred to as the “Contract”.

AND WHEREAS the Principal/Owner values full compliance with all relevant laws of the land,
 rules, regulations, economic use of resources and of fairness/transparency in its relation with
 its Bidder(s) and Contractor(s).

AND WHEREAS to meet the purpose aforesaid both the parties have agreed to enter into this
 Agreement (hereinafter referred to as “Integrity Pact” or “Pact”), the terms and conditions of
 which shall also be read as integral part and parcel of the Tender/Bid documents and Contract
 between the parties.

NOW, THEREFORE, in consideration of mutual covenants contained in this Pact, the parties
 hereby agree as follows and this Pact witnesses as under:

Article 1: Commitment of the Principal/Owner

(1) The Principal/Owner commits itself to take all measures necessary to prevent corruption
 and to observe the following principles:

(a) No employee of the Principal/Owner, personally or through any of his/her family members,
 will in connection with the Tender, or the execution of the 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/Owner will, during the Tender process, treat all Bidder(s) with equity and
 reason. The Principal/Owner 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/Owner shall endeavour to exclude from the process any person, whose
 conduct in the past has been of biased nature.

(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 (PC 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 Office of the Development

Commissioner, CSEZ 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/PC 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.

(e) The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.

(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 practice 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 Office of the Development Commissioner, CSEZ 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 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 of 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

(1) 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 Subcontractors/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 24 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, Office of the Development Commissioner.

Article 7: Other Provisions

(1) This Pact is subject to Indian Law, place of performance and jurisdiction is the Headquarters 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

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

.....
(For and on behalf of Principal/Owner)

.....
(For and on behalf of Bidder/Contractor)

WITNESSES:

1.
(signature, name and address)

2.
(signature, name and address)

Place

Date: