



भारतीय विदेश व्यापार संस्थान
(मानित विश्वविद्यालय)
INDIAN INSTITUTE OF FOREIGN TRADE
(DEEMED TO BE UNIVERSITY)

(AN AUTONOMOUS INSTITUTE OF MINISTRY OF COMMERCE & INDUSTRY)



बी-21, कुतुब इन्स्टीट्यूशनल एरिया नई दिल्ली-110016
B-21, Qutab Institutional Area, New Delhi-110016
Phone : 0091-11-39147200, 39147201, 39147202
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Corrigendum To GeM Bid Number: GEM/2026/B/7442996

Tender for AMC for Network Items Installed in the Data Centre at IIFT, New Delhi through GeM portal, Indian Institute of Foreign Trade, B-21, Qutab Institutional Area, New Delhi – 110016.

Ref No.: (10819) GA/49/2025-GA-I –Corrigendum

29th April, 2026

Queries from bidders have been asked in Pre-bid Meeting on 20-04-2026 15:00:00 at Indian Institute of Foreign Trade, B-21, Qutab Institutional Area, New Delhi - 110016 on above gem bid and their clarifications

Further to GeM Bid Number: GEM/2026/B/7442996 published by Indian Institute of Foreign Trade, New Delhi. Since, the Institute has received queries in Pre-bid Meeting held on 20-04-2026 15:00:00 at Indian Institute of Foreign Trade, B-21, Qutab Institutional Area New Delhi - 110016 the Corrigendum is hereby issued as follows:

S. No.	Pre Bid queries and amendments	Comments/reply from IIFT
1.	<ul style="list-style-type: none">How to show 20% MII Cert. since all the equipment's are imported?As per the tender specifications, most of the required products/components are imported. Hence, MII Compliance may not be feasible. Kindly clarify if exemption or relaxation will be provided in this regard. (Clause 18 of Section- 4, ATC)	Since it's a service related matter and not related to procurement of items.
2.	<ul style="list-style-type: none">Is it mandatory to provide a year-wise bifurcation of work experience for the past three years?We request clarification on whether past experience related to AMC (Annual Maintenance Contract) covering supply, support, and maintenance services will be considered eligible under the defined experience criteria. (Clause 2 (c) of Section- 1, ATC)	<ul style="list-style-type: none">YesShould be considered.
3.	<ul style="list-style-type: none">Does the financial breakup in the bid include only hardware AMC, or should it also cover software support/licenses (e.g. Vmware, Veeam Backup solutions, etc.)?	<ul style="list-style-type: none">Software Licenses/Support for following are required: VMware (6 CPU, 96 Cores), Veeam Backup (6 CPU, 96 Cores), Cisco ESA Including licenses for Anti-Spam, Outbreak Filters, Mail Handling, Appliance Sophos Anti-Malware, Advanced Malware Protection, External Threat Feeds, Bounce Verification, Cisco ISE License

Page 1 of 4

	<ul style="list-style-type: none"> Kindly confirm whether the financial quote is to be submitted strictly as per the provided format specifically limited to the price breakup of infrastructure AMC for IIFT, or if any additional cost components are to be included. <p>(Page no. 4, Financial Breakup Required of GeM Bid)</p>	<p>Essential 2000 users</p> <ul style="list-style-type: none"> New Price Schedule/Financial breakup amended after incorporating above Software Licenses/Support attached below.
4.	<ul style="list-style-type: none"> Estimated cost seems to be on lower side, IIFT may clarify? <p>(Page no. 2, Estimated Bid Value of GeM Bid)</p>	No comments
5.	<ul style="list-style-type: none"> Is an OEM Authorization Letter required to participate, or will a partner authorization certificate from OEM be accepted? <p>(Page no. 1, Document required from seller of GeM Bid)</p>	OEM Authorization Letter is mandatory
6.	<ul style="list-style-type: none"> Since infrastructure-related services are not explicitly covered, should the scope be restricted only to the equipment listed in the tender? In case a service issued arises from infrastructure components not covered under this tender, kindly clarify the expected approach, responsibility, and commercial handling of such cases. <p>(Page no. 4, Scope of Work of GeM Bid)</p>	<ul style="list-style-type: none"> Yes, the scope be restricted only to the equipment listed in the tender IIFT will take care of the issue.
7.	<ul style="list-style-type: none"> We request confirmation that any extension of the contract period shall be based on mutual agreement between both parties under the same terms and conditions or revised terms as agreed. (Clause 14 of Section- 4, ATC) 	As per mutual agreement
8.	<ul style="list-style-type: none"> What will be the approach if certain equipment reaches End-of-Support (EOS) during the AMC period (1st, 2nd, or 3rd year)? Kindly clarify the approach in case any equipment reaches End-of-Support or End-of-Life status from the OEM during the 2nd or 3rd year of the contract. How will such cases be handled in terms of service delivery and commercial implications? <p>(Page no. 4, Scope of Work of GeM Bid)</p>	If a product encounters EoS during the contract, the Service provider needs to provide equivalent compatible or higher items free of cost so that the breakdown does not take place.
9.	<ul style="list-style-type: none"> How many resumes of qualified engineer (CCNA/CCNP certified) are required to be submitted as part of the bid from bidders? <p>(Clause 2 (d) of Section- 1 and Scope of Work, ATC)</p>	Two (02)
10.	<ul style="list-style-type: none"> Will payments be released quarterly (every three months), or is there any other payment schedule, including advance provisions? <p>(Clause 5 of Section- 4, ATC)</p>	As per tender document
11.	<ul style="list-style-type: none"> As per clause 3.1 of Section- 3 (SoW), Hardware Repair: Repair of the covered hardware, including replacement of faulty components with same or similar in consultation with OEM. 	If a product encounters EoS during the contract, the Service provider needs to provide equivalent compatible or higher items free of cost so that the breakdown

	<ul style="list-style-type: none"> In case the OEM declares a product as out of support, will the faulty item be replaced/upgraded with an equivalent or alternative OEM product? 	does not take place.
12.	<ul style="list-style-type: none"> There is no explicit mention of software license renewal/extension in the commercial bid. Kindly clarify how such licenses are planned to be renewed to ensure uninterrupted operations and whether the cost should be included in the bid. <p>(Page no. 4, Scope of Work of GeM Bid)</p>	Software Licenses/Support for following are required: VMware (6 CPU, 96 Cores), Veeam Backup (6 CPU, 96 Cores), Cisco ESA Including licenses for Anti-Spam, Outbreak Filters, Mail Handling, Appliance Sophos Anti-Malware, Advanced Malware Protection, External Threat Feeds, Bounce Verification, Cisco ISE License Essential 2000 users
13.	Annexure-C (IT Equipment Detail) S.No. K NetApp Storage of Special Terms and Conditions/ Scope of Work/ ATC IT Equipment (Page no. 6, Scope of Work of GeM Bid)	It is clarified that the OEM for NetApp is not Cisco; it is NetApp
14.	Penalty : For critical components [Page no.14, Clause 7.1 of Section- 4 of ATC]	For critical components such as core switches, routers, and wireless controllers, the replacement time shall be within four (4) hours as per SOW. In case of delay beyond the stipulated time i.e four (4) hours, a penalty of 0.5% of the contract value shall be imposed per hour for each hour of delay.
15.	Last Date for submission of GeM Bid	Bid submission date has been extended to 07.05.2026

This issues with the approval of the Competent Authority.



(Hoijahat Baite)

Section Officer (Gen. Admin.)

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होइजाहत बाईते / HOIJAHAT BAITE
अनुभाग अधिकारी
SECTION OFFICER
भारतीय विदेश व्यापार संस्थान
Indian Institute of Foreign Trade
नई दिल्ली / New Delhi-16

PRICE SCHEDULE-FINANCIAL BREAKUP

Name of Work: Providing AMC for Network Items installed in the Data Centre at IIFT, New Delhi.

S.no	Items	Quantity	Per unit Charge	Annual charges
1	Core Switch	02		
2	Router	02		
3	LAN Access Switch	13		
4	PoE Access Switch	07		
5	Email Security Server	01		
6	ISE Server	01		
7	WLC (Wireless LAN Controller)	02		
8	Cisco Prime Infrastructure (NMS)	01		
9	HCI Server	03		
10	Backup Server	01		
11	NetApp Storage	01		
12	Software Licenses			
12.1	VMware (6 CPU, 96 Cores)	6 CPU, 96 Cores		
12.2	Veeam Backup (6 CPU, 96 Cores)	6 CPU, 96 Cores		
12.3	Cisco ESA Including licenses;			
	12.3.1) Anti-Spam	01		
	12.3.2) Outbreak Filters	01		
	12.3.3) Mail Handling	01		
	12.3.4) Appliance Sophos Anti-Malware	01		
	12.3.5) Advanced Malware Protection	01		
	12.3.6) External Threat Feeds	01		
	12.3.7) Bounce Verification	01		
12.4	Cisco ISE License Essential	2000 Users		
	Total annual Charge (Without GST)			
	Total GST Rate			
	Total Amt. (With GST)			

Total Amt. (With GST) IN WORDS.....

Date:

Signature _____

Name _____

Address _____

Telephone _____

Seal of the firm _____



भारतीय विदेश व्यापार संस्थान
INDIAN INSTITUTE OF FOREIGN TRADE

दिल्ली परिसर
DELHI CAMPUS

Providing AMC for Network Items Installed In the Data Centre at IIFT,
New Delhi

निविदा पत्र
TENDER DOCUMENT

अनुबंध की शर्त
CONDITION OF CONTRACT

INDIAN INSTITUTE OF FOREIGN TRADE

(A Deemed to be University under Ministry of Commerce and Industry, Govt. of India)

IIFT Bhawan, B-21, Qutab Institutional Area, New Delhi – 110 016

Sub.: Providing AMC for Network Items Installed In the Data Centre at IIFT, New Delhi

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6	Performa (s) for PBG	32 – 33
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-SD-

Assistant Registrar (GA)
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Indian Institute of Foreign Trade
New Delhi

GENERAL INSTRUCTIONS TO BIDDERS AND OTHER CONDITIONS OF THE CONTRACT:

SECTION – 1

NOTICE INVITING TENDER (NIT)

INDIAN INSTITUTE OF FOREIGN TRADE

(A Deemed to be University under Ministry of Commerce and Industry, Govt. of India)

B-21, Qutab Institutional Area New Delhi – 110016.

The Indian Institute of Foreign Trade (IIFT) was established in 1963 as an autonomous body under the Ministry of Commerce & Industry to contribute in the skill building for the external trade sector of India. It has come a long way to successfully develop into a unique institution involved in imparting knowledge through research and training in international business and trade. The Institute was granted “Deemed to be University” status in 2002. The National Assessment and Accreditation Council (NAAC) has recognized IIFT as Grade ‘A’ Institution in 2005 as well as in 2015. The Institute was granted the prestigious AACSB Accreditation on 17th November, 2021.

The Institute invites bids for providing AMC for Network Items Installed in the Data Centre, New Delhi.

Sl. No.	Name of the Item / Work	Estimated Cost	Bid Security / Earnest Money
1.	Providing AMC for Network Items Installed In the Data Centre at IIFT, New Delhi	Rs. 55 Lakhs	Rs. 1,10,000/-

1.0 Time for Commissioning Services: 15 days.

1.1 Time for providing Services: 12 months.

2.0 Eligibility Criteria:

- a) The 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 Competent Authority (for further details refer Clause 17.0 Section 4).
- b) OEM Authorization Letters.
- c) **Work experience:** Experience (in the format attached as *Annexure – A*) of having successfully completed similar works (at least 3 similar AMCs in Government/PSU/Education/Corporate) during the last 3 years ending previous day of last date of submission of tenders. **“Similar works” shall mean “Providing AMC for Network Items Installed In the Data Centre”**

***The details of experience available below.**

Work experience: Experience of having successfully completed similar works during the last 3 years ending previous day of last date of submission of tenders as detailed

below:

- i. Three similar completed works costing not less than the amount 40% of the estimated cost i.e. **Rs. 22 lakhs** Or
 - ii. Two similar completed works, costing not less than the amount 50% of the estimated cost i.e. **Rs. 27.5 lakhs** Or
 - iii. One similar completed work of aggregate cost not less than the amount 80% of the estimated cost i.e. **Rs. 44 lakhs**
- d) Certified Network Engineers (CCNA/CCNP/Equivalent) with resumes / certificates are required from bidders.
 - e) The Bidder should furnish a Banks Solvency Certificate from a Scheduled Bank for an amount equal to 40% of the estimated cost i.e. **Rs. 22,00,000/-**
 - f) The work experience should be supported by certificates issued by client organizations.
 - g) **The bidder should have an Annual average turnover of Rs. 165 lakhs (At least 3 times of the estimated cost) for last three years i.e., FY 22-23, FY 23-24, FY 24-25.**
 - h) **The bidder should have a valid PAN.**
 - i) **The bidder should have Goods and Service Tax Registration Certificate. Copy of Registration Certificate is to be submitted as part of bid and bidder has to give a self-declaration that bidder is not black listed by GST authorities.**

OR

The bidder should produce certificate that bidder is exempted to register under the Goods and Services Tax (GST).

2.1 The Annual turnover certificate should be on letter head of Chartered Accountant.

Note:-

• Certificate of Financial Turnover:

At the time of submission of tender, the tenderer shall provide Affidavit/Certificate from Chartered Accountant (on letterhead of chartered accountant with UDIN) mentioning Financial Turnover of last 03 years or for the period as specified in the tender document. There is no need to providing entire voluminous balance sheet. However, one page of summarized balance sheet (Audited) for last 03 years or for the period as specified in the tender document shall be provided.

4.2 Bid Security / EMD:

The bidder shall furnish the bid security / EMD through NEFT/RTGS/DD in favour of "Indian Institute of Foreign Trade as per details given below.

Details for NEFT/RTGS are as under;

Beneficiary Name: Indian Institute of Foreign Trade

Bank Name & Address: Indian Bank, 7, S.J.S. Marg, Mehrauli Institutional Area, New Delhi 110016.

IFSC code – IDIB000M089, MICR code – 110019018

A/c No. – 767635122

5. Exemption of Bid Security:

5.1 Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or are registered with the Central Purchase Organization or the concerned Ministry or Department [or Startups as recognized by Department for Promotion of Industry and Internal Trade (DPIIT)

6 Make in India Policy

The policy of the Govt. of India to encourage “Make in India” and promote manufacturing and production of goods and services in India as per the revised “Public Procurement (Preference to Make in India), Order 2017”, circulated by the Department of Promotion of Industry and Internal trade, Ministry of Commerce & Industry, Govt. Of India vide Order No. P-45021/2/2017-PP (BE-II) dated 16.09.2020 will be applicable for this tender.

7 Pre-bid meeting and Submission of Tender:

a) Pre-bid meeting: A Pre-bid meeting shall be held at IIFT- New Delhi as per detail mentioned in the bid for any clarifications / suggestions etc.

8 Incomplete, ambiguous, conditional, bids are liable to be rejected.

9 The Institute reserves the right to accept or reject any or all tender bids without assigning any reason. The Institute is not bound to accept the lowest tender.

10 The bidder shall furnish a declaration in their letter head that no addition / deletion / corrections have been made in the downloaded bid document being submitted and it is identical to the tender document appearing on the website.

10.1 In case of any correction / addition / alteration / omission in the bid document, the bidders bid shall be treated as non-responsive and shall be rejected summarily.

11 The Bidder has to indemnify IIFT against loss of input tax credit on account of Black-listing of firm during tenure of contract.

12 IIFT has the right to recover input tax credit loss suffered by it due to any mis-declaration of invoice by Bidder.

13 Financial Bids will be opened only of those bidders, who will qualify on the basis of technical bids. Institute’s decision, in this regard would be final.

14 IIFT reserves the right to reject any or all bids or cancel/ withdraw the invitation for bid without assigning any reasons whatsoever thereof. IIFT does not bind itself to accept lowest tender.

15 Non-submission of any of the requisite document/information mentioned in the tender document, shall be considered as non-responsive and the bid shall summarily be rejected.

Note: If date fixed for opening of bids is subsequently declared as holiday by the IIFT, the revised date will be notified. In the absence of such notification, the date for opening shall be on next working day, time and venue remaining unaltered.

-SD-

**Assistant Registrar (GA)
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Indian Institute of Foreign Trade
New Delhi**

Client Certificate regarding performance of vendor

Sl. No.	Name of work and Performance Parameter	Assessment by Client Organization
1	Name of Organization	
2	Date of award & Agreement no.	
3	Date of Commencement of work	
4	Stipulated date of completion	
5	Actual date of completion	
6	Details of compensation / penalty levied, if any.	
7	Gross amount of work	
8	Name and Address of authority under whom work executed.	
9	Comments of capability of vendor	
	i) Financial soundness	
	ii) Mobilization of adequate T & P	
	iii) Mobilization of Manpower	
	iv) General Behaviour	
10	Did the vendor go for arbitration? If yes	
	(i) total amount of claim	
	(ii) total amount awarded	
11	Quality of work (indicate grading)	
	(i) Very Good	
	(ii) Good	
	(iii) Fair	
	(iv) Poor	

Authorized signatory
of Client Organization

SECTION – 2
TENDER INFORMATION

1. **Bid Validity Period / Validity of bid Offer:** 120 days from the tender opening date.
2. The bid is invited in single stage two packet system.
- 3.1 Techno-commercial bid, shall contains following documents:
 1. Scope of work & list of Items (duly signed and stamped on company letter head by the bidder), as per the details prescribed in the Bid.
 2. Certificate(s) showing fulfillment of the eligibility criteria(s) stated in the Bid. Viz;
 - i. **Copy of Registration with competent authority [(Department for Promotion of Industry and Internal Trade (DPIIT)] for bidder from a country which shares a land border with India**
 - ii. Incorporation of company
 - iii. Article or Memorandum of Association or partnership deed or proprietorship deed as the case may be.
 - iv. Duly signed all pages of bid and document.
 - v. Proof of payment of Bid security / EMD through NEFT/RTGS.
 - vi. Bank Solvency Certificate
 3. Documents (self-attested) stated in the bid. Viz;
 - a) OEM Authorization Letters.
 - b) Work experience certificates.
 - c) Resumes / Certificates of certified Network Engineers.
 - d) Turnover Certificate for FY 22-23, FY 23-24, FY 24-25.
 - e) Copy of valid PAN
 - f) Copy of Goods and Service Tax Registration Certificate or the bidder should produce certificate that bidder is exempted to register under Goods and Service Tax.
 - g) Bid Security / EMD through NEFT/RTGS/DD in favour of “Indian Institute of Foreign Trade, New Delhi.
 - h) Valid NSIC / MSME certificate, if any.
 4. Undertaking & declaration duly filled & signed. (Section - 5A)
 5. Near-Relation declaration duly filled & signed. (Section - 5B)
 6. Declaration in respect of no addition / deletion / corrections in downloaded tender (Section 5C)
 7. Certificate regarding restrictions on procurement from a bidder of a country which shares a land border with India (Section – 5D)
 8. Local content Declaration & Self Certification towards preference to Make in India (Section 5E)
 9. Integrity Pact (Section 5F)
 10. Bank Solvency (Section 5G)
 11. Technical Bid Letter.(Section - 8)
- 3.2 **Financial bid** shall contain Price Schedule with Financial Breakup.

Note 1: First techno-commercial bid will be opened and evaluated by TEC. The financial bid of only responsive bidders shall be opened.

-SD-

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New Delhi

SECTION –3

SCOPE OF WORK AND LIST OF ITEMS

1. About

This document outlines the scope of work for a comprehensive Annual Maintenance Contract (AMC) for the Indian Institute of Foreign Trade's IT infrastructure, including Routers, Switches, Firewall, Identity & Authentication Server, Mail Security Appliances and Wireless. The purpose of this AMC is to ensure the smooth, secure, and efficient operation of the IIFT's entire IT environment by providing proactive and reactive maintenance, support, and repair services for the covered hardware, software, and network infrastructure.

2. Covered Equipment, Software, and IT Infrastructure

This AMC covers the categories of IT hardware, software, and IT infrastructure as attached in Annexure-B owned and operated at the Indian Institute of Foreign Trade, New Delhi.

3. Services to be provided:

3.1. Corrective Maintenance

- Unlimited On-Call Support: Availability of technical support via phone and/or email during agreed Service hours (for contractor 24X7 and for OEM 8X6, NBD).
- Remote Diagnostics: Initial troubleshooting and problem diagnosis via remote access tools whenever required
- **On-Site Support: A qualified engineer (CCNA/CCNP certified) shall visit for on-site support for hardware and LAN-related issues (limited to passive cabling), as specified under point 3.1 (corrective Maintenance) of the scope of work.**
- Hardware Repair: Repair of the covered hardware, including replacement of faulty components with same or similar in consultation with OEM

3.2. Parts Replacement

The AMC includes the cost of replacement for faulty hardware components (excluding consumables) required to restore the covered equipment and network to proper working order. The Service Provider will use genuine or equivalent quality replacement parts. In case of non-availability of specific parts, the Service Provider will inform IIFT and propose suitable alternatives or timelines for repair.

Replacement Timelines: For critical components such as Core Switches, Routers, and Wireless Controllers, the replacement time shall be within 4 hours. For all other components, the replacement time shall be within 24 hours.

4. Licensing:

The necessary licenses should be renewed whenever required during AMC period by the Contractor from the OEM on a timely basis. Attached at Annexure-C is the licensing details along with Model & Serial Nos.

5. Authorization Letter from OEM

The AMC provider shall furnish a valid Authorization Letter from the OEM.

6. Software Licenses/Support are required for following listed at Annexure- B

7. Exclusions:

- Software Training: Providing training to the IIFT on the use of the covered software or network.
- Custom Software Development or Modifications: Any development, customization, or modification of the covered software
- Data Recovery: Recovery of lost or corrupted data.
- Wide Area Network (WAN) Issues: Problems related to internet connectivity, external network infrastructure, or services provided by Internet Service Providers (ISPs)
- Third-Party Hardware or Unspecified Software: Hardware not explicitly listed at Annexure-B of SoW or LAN components not part of the inventory
- Troubleshooting of software issues arising from user error or improper usage.

Annexure-B

List of Items installed at IIFT Delhi Campus

IT Equipment/ Software License:

S.no	Items	Quantity
1	Core Switch	02
2	Router	02
3	LAN Access Switch	13
4	PoE Access Switch	07
5	Email Security Server	01
6	ISE Server	01
7	WLC (Wireless LAN Controller)	02
8	Cisco Prime Infrastructure (NMS)	01
9	HCI Server	03
10	Backup Server	01
11	NetApp Storage	01
12	Software License	
12.1	VMware (6 CPU, 96 Cores)	6 CPU, 96 Cores

12.2	Veeam Backup (6 CPU, 96 Cores)	6 CPU, 96 Cores
12.3	Cisco ESA Including licenses;	
	12.3.1) Anti-Spam	01
	12.3.2) Outbreak Filters	01
	12.3.3) Mail Handling	01
	12.3.4) Appliance Sophos Anti-Malware	01
	12.3.5) Advanced Malware Protection	01
	12.3.6) External Threat Feeds	01
	12.3.7) Bounce Verification	01
12.4	Cisco ISE License Essential	2000 Users

Name & Address of Bidder: _____

Signature & Seal of Bidder: _____

Annexure-C

IT EQUIPMENT DETAIL

(A) Core Switch:

1. OEM – CISCO
2. Quantity – 02
3. Details – Serial Number/EOL/EOS

S.no	Model Number	Serial number	End of Service life	End of support
1	C9500-24Y4C	CAT2430L45H	Not Announced	Not Announced
2	C9500-24Y4C	CAT2430L47B	Not Announced	Not Announced

(B) Router:

1. OEM – CISCO
2. Quantity – 02
3. Details – Serial Number/EOL/EOS

S.no	Model Number	Serial number	End of Service life	End of support
1	ISR4431/K9	FGL2428L809	30 November 2028	30 November 2028
2	ISR4431/K9	FJC28041J3P	30 November 2028	30 November 2028

(C) LAN Access Switch:

1. OEM – CISCO
2. Quantity – 13 (24port- 08 C 48port-05)
3. Details – Serial Number/EOL/EOS

S.no	Model Number	Serial number	End of life	End of support
1	C9200L-24T-4X	JAE24261CMC	Not Announced	Not Announced
2	C9200L-24T-4X	JAE24252K60	Not Announced	Not Announced
3	C9200L-24T-4X	JAE24261NU5	Not Announced	Not Announced
4	C9200L-24T-4X	JAE24261NSB	Not Announced	Not Announced

5	C9200L-24T-4X	JAE24261NNW	Not Announced	Not Announced
6	C9200L-24T-4X	JAE24261NP2	Not Announced	Not Announced
7	C9200L-24T-4X	JAE24261NEZ	Not Announced	Not Announced
8	C9200L-24T-4X	JAE24261XPQ	Not Announced	No Announced
9	C9200L-48T-4X	JAE25160KXU	Not Announced	Not Announced
10	C9200L-48T-4X	JAE24261CSL	Not Announced	Not Announced
11	C9200L-48T-4X	JAE2426223W	Not Announced	Not Announced
12	C9200L-48T-4X	JAE242628KV	Not Announced	Not Announced
13	C9200L-48T-4X	JAE24262801	Not Announced	Not Announced

(D) PoE Access Switch:

- OEM – CISCO**
- Quantity – 7**
- Details – Serial Number/EOL/EOS**

S.no	Model Number	Serial number	End of Service life	End of support
1	C9200L-24P-4X	FOC25201FLD	Not Announced	Not Announced
2	C9200L-24P-4X	FVH29222G4J	Not Announced	Not Announced
3	C9200L-24P-4X	JAE24261N8T	Not Announced	Not Announced
4	C9200L-24P-4X	JAE24261LFG	Not Announced	Not Announced
5	C9200L-24P-4X	JAE2426225F	Not Announced	Not Announced
6	C9200L-24P-4X	FOC25201HK4	Not Announced	Not Announced
7	C9200L-24P-4X	JAE25270605	Not Announced	Not Announced

(E) Email Security Server:

- OEM – CISCO**
- Quantity – 01**
- Details – Serial Number/EOL/EOS**

S.no	Model Number	Serial number	End of Service life	End of support
1	ESA-C195-K9	WMP242100FC	October 31, 2028	October 31, 2028

(F) ISE Server:

- OEM – CISCO**
- Quantity – 01**
- Details – Serial Number/EOL/EOS**

S.no	Model Number	Serial number	End of Service life	End of support
1	SNS-3615-K9	WMP242401FL	August 31, 2028	August 31, 2028

(G) WLC (Wireless LAN Controller):

- OEM – CISCO**
- Quantity – 02**
- Details – Serial Number/EOL/EOS**

S. No.	Model Number	Serial number	End of Service life	End of support
1	AIR-CT5520-K9	FCH2127V3NX	January 31,2027 (for Hardware)	January 31, 2025 (for software)
2	AIR-CT5520-K9	FCH2423L0AE	January 31,2027 (for Hardware)	January 31, 2025 (for software)

(H) Cisco Prime Infrastructure (NMS)

1. OEM – CISCO
2. Quantity – 1
3. Details – Serial Number/EOL/EOS

S.no	Model Number	Serial number	End of Service life	End of support
1	PI-UCSM5-APL-K9	WMP2426007Z	30 September 2028	30 September 2028

(I) HCI Server

1. OEM – CISCO
2. Quantity – 3
3. Details – Serial Number/EOL/EOS

S.no	Model Number	Serial number	End of Service life	End of support
1	HX240C-M5SX	WZP2421026F	October 31, 2028	October 31, 2028
2	HX240C-M5SX	WZP2421026D	October 31, 2028	October 31, 2028
3	HX240C-M5SX	WZP2421026X	October 31, 2028	October 31, 2028

(J) Backup Server

1. OEM – CISCO
2. Quantity – 1
3. Details – Serial Number/EOL/EOS

S.no	Model Number	Serial number	End of Service life	End of support
1	UCSC-C220-M5SX	WZP2423158V	October 31, 2028	October 31, 2028

(K) NetApp Storage

1. OEM – NetApp
2. Quantity – 1
3. Details – Serial Number/EOL/EOS

S.no	Model Number	Serial number	End of Service life	End of support
1	E2800-class	722030500083	Not Announced	Not Announced

Name & Address of Bidder: _____

Signature & Seal of Bidder: _____

SECTION – 4

GENERAL (COMMERCIAL) CONDITIONS OF CONTRACT (GCC)

1.0 APPLICATION:

The general condition shall apply in contracts made by the purchaser for the procurement of **Providing AMC for Network Items installed in the Data Centre at IIFT, New Delhi.**

2.0 Method of Evaluation : The procedure for technical & financial evaluation is as under:

- 2.1** Technical evaluations: The firms fulfilling eligibility criteria as per bid document only shall be considered for technical evaluations.
- 2.2** Financial evaluations: The financial bids of only those bidders shall be considered who fulfilling eligibility criteria as per technical evaluation.

The bidder quoted the **Lowest (L1) rate** may be considered for acceptance.

3.0 PERFORMANCE GUARANTEE:

- (a) The bidder (including NSIC / MSMEs who are registered with the designated bodies) shall furnish performance bank guarantee in the form of BG from any Scheduled Commercial Bank to the IIFT for an amount equal to **5% of** the value of purchase order within 14 days from the date of issue of Purchase Order by the purchaser.
- (b) The proceeds of the performance guarantee shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete its obligations under the contract.
- (c) The performance guarantee Bond shall be in the form of Bank Guarantee issued by a scheduled commercial Bank, valid for 14 months, in the Performa provided in Tender Document.
- (d) The performance guarantee Bond will be discharged by the purchaser after completion of the bidder's performance obligations including any warranty obligations under the contract.

4.0 SCHEDULE OF SUBMISSION OF BILLS:

The vendor shall submit single bill for the contract for the actual work done on quarterly basis and the bills will be paid within 02 months thereafter as far as possible. However, any deterioration in the services should not be there on the plea of delay in receipt of payment.

5.0 PAYMENTS :

Payment shall be released at the end of every three month of services subject to the services being found satisfactory (to be certified by the authorized IIFT personnel). Payments will be made through RTGS (Real Time Gross Settlement) or NEFT (National Electronic Fund Transfer).

6.0 DEDUCTIONS:

In case the vendor fails to execute / perform the assigned works or part thereof, IIFT shall be authorized to make suitable deductions as deemed fit by IIFT from the bills of the vendor and damages will be charged to the extent of loss.

7.0 PENALTY:

7.1 For critical components such as core switches, routers, and wireless controllers, the replacement time shall be within four (4) hours as per SOW. In case of delay beyond the stipulated time i.e. four (4) hours, a penalty of 0.5% of the contract value shall be imposed per hour for each hour of delay.

7.2 For all other components, the replacement time shall be within 24 hours as per SOW. In case of failure to replace within the stipulated time i.e. 24 hours, a penalty of 0.5% of the total value of services covered under the work order shall be imposed per day of delay, subject to a maximum of 5% of the total order value

8.0 PRICES: Prices charged by the bidder for services performed under this contract shall not be higher than the prices quoted by the bidder in its Bid.

9.0 NEAR-RELATIONSHIP CERTIFICATE:

9.1 The bidder should give a declaration that none of his/ her near relative, as defined below, is working in the units where he is going to apply for the tender. In case of proprietorship firm certificate will be given by the proprietor. For partnership firm certificate will be given by all the partners and in case of limited company by all the Directors of the company excluding Government of India/ Financial institution nominees and independent non-Official part time Directors appointed by Govt. of India or the Governor of the state and full time Directors of PSUs both state and central. Due to any breach of these conditions by the company or firm or any other person the tender will be cancelled and Bid Security will be forfeited at any stage whenever it is noticed and IIFT will not pay any damage to the company or firm or the concerned person.

9.2 The Company or firm or the person will also be debarred for further participation in the tenders in the concerned unit.

9.3 The near relatives for this purpose are defined as:-

(a) Members of a Hindu undivided family.

(b) They are husband and wife.

(c) The one is related to the other in the manner as father, mother, son(s) & Son's wife (daughter in law), Daughter(s) and daughter's husband (son in law), brother(s) and brother's wife, sister(s) and sister's husband (brother in law).

9.4 The format of the certificate is given in Section 5(B).

10.0PURCHASER'S RIGHT TO VARY QUANTITIES: Purchaser reserves the right to increase or decrease up to 50% of the quantity of services specified in the tender document without any change in the unit price (on pro-rata basis) or other terms and conditions.

11.0 LIQUIDATED DAMAGES:

11.1 The date of start of services specified in the work order should be deemed to be the essence of the contract and the services should be started on that date. Extension will not be given except in exceptional circumstances. Should, however, the service be started after the date specified in the

work order, such starting of services will not deprive IIFT of its right to recover liquidated damages as per Clause 11.2 below.

11.2 Should the vendor fail to start services on specified date, IIFT shall be entitled to recover liquidated damages of **5%** per month (maximum upto 10%) of the contract value (to be computed on per day basis) for the delayed period.

12.0 ACTION BY PURCHASER AGAINST BIDDER(S) / VENDOR(S) IN CASE OF DEFAULT:

In case of default by Bidder(s)/ Vendor(s) such as:-

- (a) Failure to deliver and / or commission any or all of the services within the time period(s) specified in the contract, or any extension thereof granted by the purchaser.
- (b) Failure to perform any other obligation(s) under the Contract; and
- (c) If the vendor persistently neglect to carry out his obligation under the contract and / or commits default in complying with any of the term and the condition of contract and does not remedy it or take effective steps to remedy it within the time specified after a notice in writing is given to him in that behalf by purchaser.
- (d) In case vendor fails to fulfill the desired parameters of technical requirement under SECTION-3 (SCOPE OF WORK AND TECHNICAL BID) of this tender document.
- (e) When the vendor has made himself liable for any of the cases aforesaid, the IIFT shall have the powers to terminate the contract (by giving 30 days notice period) as aforesaid and forfeit the performance guarantee.

13.0 FORCE MAJEURE:

13.1 If, at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reasons of any war or hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts or act of God (hereinafter referred to as events) provided notice of happenings of any such eventuality is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such event be entitled to terminate this contract nor shall either party have any claim for damages against other in respect of such non-performance or delay in performance, and deliveries under the contract shall be resumed as soon as practicable after such an event come to an end or cease to exist, and the decision of the purchaser as to whether the deliveries have been so resumed or not shall be final and conclusive. Further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reasons of any such event for a period exceeding 60 days, either party may, at its option, terminate the contract.

13.2 Provided, also that if the contract is terminated under this clause, the purchaser shall be at liberty to take over from the bidder at a price to be fixed by the purchaser, which shall be final, all unused, undamaged and acceptable materials, bought out components and stores in course of manufacture which may be in possession of the Supplier at the time of such termination or such portion thereof as the purchaser may deem fit, except such materials, bought out components and stores as the bidder may with the concurrence of the purchaser elect to retain.

14.0 EXTENSION OF CONTRACT:

The Period of Contract initially would be for one year. However, the contract would be further extended for maximum of two years based on the satisfactory service provided by the firm during

the initial contract period. IIFT, New Delhi reserves the right to terminate the contract at any time by giving 30 days' notice, without assigning any reason, if the services are found to be unsatisfactory. In such a case, the work may be assigned to another firm at the risk and expense of the contractor. The decision of IIFT in this regard shall be final and binding on the contractor/firm.

15.0 TERMINATION FOR INSOLVENCY:

IIFT may at any time terminate the contract by giving written notice to the vendor without compensation to the vendor, if the vendor becomes bankrupt or otherwise insolvent as declared by the competent court provided that such termination will not prejudice or affect any right of IIFT.

16.0 ARBITRATION:

16.1 Except as otherwise provided elsewhere in the contract, in the event of any disputes, controversy or differences arising out of or related to this agreement or the breach, termination or invalidity thereof between the parties, such party or parties shall make a request to the other party or parties to amicably settle such differences or disputes and parties shall thereupon make every effort to settle the same amicably within a period of 60 (Sixty) days from the date of making of such request.

16.2 Where parties are unable to settle the disputes through conciliation, the same shall be referred to the Vice Chancellor IIFT for referral of such disputes to a sole arbitrator, to be mutually decided by the parties, as per the provisions of the Arbitration and Conciliation Act, 1996, any amendment thereof, and any notification issued or rules made there under from time to time. The venue of the arbitration proceeding shall be IIFT Delhi Centre.

17.0 Restrictions on procurement from a bidder of a country which shares a land border with India [Order (Public Procurement No.1) of DOE, Public Procurement Division, No. F.No.6/ 18/2019-PPD, dt. 23.7.2020] and amendments/ clarifications issued subsequently by DOE shall be applicable to this tender.

- I. Any bidder from a country which shares a land border with India will be eligible to bid against this tender only if the bidder is registered with the Competent Authority [Department for Promotion of Industry and Internal Trade (DPIIT)] as specified in Annex-I of Order (Public Procurement No.1) Dated 23.07.2020.
- 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 procurement process.
- III. "Bidder 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 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 percent of shares or capital or profits of the company;
b) “Control” shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholder’s agreements or voting agreements.

2. In 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;

3. 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.

4. 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;

5. 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.

VI. The successful bidder shall not be allowed to sub-contract works to any vendor/contractor from a country which shares a land border with India unless such vendor/contractor is registered with the Competent Authority.

18.0 Preference to Make in India

- (i) The Provisions contained in Public Procurement (Preference to Make in India) Order, 2017 as amended by OM No. P-45021/2/2017-PP(BE-II) dt.16.9.2020, further as amended from time to time if any, shall be applicable for this tender.
- (ii) The margin of purchase preference applicable is 20% or as decided by the relevant Nodal Ministry for the item from time to time.
- (iii) The minimum local content for Class-I and Class-II local suppliers shall be 50% and 20% respectively or as decided by the relevant Nodal Ministry for the item.
- (iv) Procurements where the estimated value is less than Rs.5.00 lakhs shall be exempt from this order.
- (v) Verification of local content:
a) For procurement value upto Rs.10 crores: The Class-I local supplier/ Class-II local supplier at the time of tender, bidding or solicitation shall be obliged to indicate percentage of local content and provide self-certification (as per section 6 (E) that the item offered meets the local content requirement for Class-I local supplier/ Class-II local supplier as the case may be. They shall also give details of the location(s) at which the local value addition is made.

(b) For procurement value above Rs. 10 Crores: The Class-I local supplier/ Class-II local supplier at the time of tender, bidding or solicitation shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content. **Tenderers shall submit Declaration as per Section 5 (E) in their technical bid.**

19.0 INTEGRITY PACT: Tenderers Shall Submit dully filled and signed Integrity Pact as per Section 5 (F) in their Technical Bid.

20.0 AGREEMENT: The selected party shall execute an agreement with IIFT containing detailed terms & conditions (as per Section: 7). The cost of registration of agreement, if any, shall be borne by the agency.

21.0 SAFETY REGULATIONS:

21.1 During the execution of work, unless otherwise specified the contractor shall at his own cost provide all materials and execute all work necessary for providing services and shall ensure that no damage, injury or loss is caused or is likely to be caused to any person or property.

21.2 The contractor shall be responsible to take all precautions to ensure the safety of the property whether of public or Institute and shall post such lookout men as in the opinion of the officer in charge are required.

22.0 COURT JURISDICTION: Any dispute arising out of the tender / bid document / evaluation of bids / issue of PO shall be subject to the jurisdiction of the competent court at New Delhi only.

-SD-

Assistant Registrar (GA)
Email ID: aradm@iift.ac.in
Indian Institute of Foreign Trade
New Delhi

SECTION – 5

UNDERTAKING & DECLARATION

5(A) FOR UNDERSTANDING THE TERMS & CONDITION OF TENDER & SPEC. OF WORK

22.1 Certified that:

1. I / We have read, understood and agree with all the terms and conditions, specifications included in the bid document no. & offer to execute the work at the rates quoted by us in the tender form.
2. If I / We fail to enter into the agreement & commence the work in time, the Bid security (EMD) / Performance guarantee deposited by us will stand forfeited to the IIFT.
3. I / We are not blacklisted by Ministries/Departments.

22.2 The bidder hereby covenants and declares that:

1. All the information, Documents, Photocopies of the Documents / Certificates enclosed along with the Tender offer are correct.
2. If anything is found false and/or incorrect and/or reveals any suppression of fact at any time, IIFT reserves the right to reject our tender offer / cancel the LOA / Purchase / work order if issued and forfeit the Bid security (EMD) / Performance guarantee / Bill amount pending with IIFT. In addition, IIFT may debar the vendor from participation in its future tenders.

Date:

Place:

Signature of bidder

Name of bidder

.....

Along with date & Seal

5(B) NEAR RELATIONSHIP CERTIFICATE

(Format of the Certificate)

"Whereas, I/we(name of agency) has submitted bid for I/we hereby submit following declaration that none of my relative(s) as defined in the tender document is / are employed in IIFT unit as per details given in tender document. In case at any stage, it is found that the information given by me is false / incorrect, IIFT shall have the absolute right to take any action as deemed fit / without any prior intimation to me."

Date:

Signature of bidder

Place:

**Name of bidder
Along with date & Seal**

**5 (C) Declaration in respect of no addition / deletion / corrections in downloaded tender
(To be submitted in Original on Letter Head of the Applicant/ Bidder)**

Whereas, I/we (name of the agency) has submitted bid for
..... I/we hereby submit following declaration that no addition / deletion / corrections have been made in the downloaded tender document being submitted and it is identical to the tender document appearing on the website.

Date:

Signature of bidder

Place:

Name of bidder

Along with date & Seal

5 (D) Certificate regarding restrictions on procurement from a bidder of a country which shares a land border with India

Certificate for Tenders

“I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India I certify that this bidder is not from such a country, or if from such a country, has been registered with the Competent Authority. I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached]

Certificate for Tenders for Works involving possibility of sub-contracting

“I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to vendors/contractors from such countries; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority and will not sub-contract any work to a vendor/contractor from such countries unless such vendor/contractor is registered with the Competent Authority. I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached]

Date:

Signature of bidder

Place:

Name of bidder

Along with date & Seal

5 (E) Local content Declaration & Self Certification as per the Government of India Order towards Public Procurement (preference to Make in India) vide Letter No. P-45021/2/2017-PP(BE-II), (revised) Dated.16.9.2020),

(TO BE PROVIDED ON Rs.100/- NON- JUDICIAL STAMP PAPER)

I _____(Name of the Person(s),S/o _____ at _____(Address), working as _____(Designation and name of the firm/Company/partnership/ Joint venture), and I have been authorized to sign the Declaration / Self-Certification on behalf of firm / Company/partnership/ Joint venture do hereby solemnly affirm and declare as under:

That I will agree to abide by the terms and conditions of the policy of Government towards Public Procurement (preference to Make in India) vide Letter No. P-45021/2/2017-PP(BE-II), (revised) Dated16.9.2020.

That the information furnished hereinafter is correct to be of my knowledge and belief and I undertake to produce relevant records before the procuring entity or any authority so nominated for the purpose of assessing the Local Content. That the local content for all inputs which constitute the said equipment has been verified by me and I am responsible for the correctness of the claims made therein.

That in the event of the domestic value addition of the product mentioned herein is found to be incorrect and not meeting the prescribed value addition norms based on the assessment of an authority so nominated for the purpose of assessing the Local Content, action will be taken against me as per the notification P-45021/2/2017-PP(BE-II), (revised) Dated.16.9.2020.

I agree to maintain the following information in the company's record for a period of 8 years and shall make this available for verification to my statutory authority.

The Details of the location(s) at which the local value addition is made

- i) Name and details of the Domestic manufacture:
- ii) Date on which this certificate is issued:
- iii) Product for which the certificate is produced:
- iv) Percentage of local content:

Signed by me at _____ on _____00/2026

Authorized signatory

(Name of the Firm entity)

5 (F) INTEGRITY PACT

(Format of Integrity Pact)

PRE CONTRACT INTEGRITY PACT

This pre-bid/ pre-contract Agreement (here in after called Integrity Pact) is made on.....day of(month & year) between Indian Institute of foreign Trade, IIFT , B-21, Qutab Institutional Area, New Delhi - 110016, here in after referred to as “The Employer/Buyer” which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns of the First Part.

And

M/s _____, a company/ firm/ individual (status of the company), PSU/Partnership/Joint Venture and having its registered office at _____ represented by Shri _____, here in after referred to as “The Bidder/Contractor” which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns of the Second Part.

WHEREAS the Employer proposes to procure, erect/construct, under laid down organizational procedures, contract/s for _____ (Name of the work/goods/services) and the Bidder/Contractor is willing to offer against IIFT, B-21, Qutab Institutional Area, New Delhi – 110016 No _____, aforesaid proposal of the Employer.

WHEREAS the Bidder/Contractor is a private company/ public company/Government undertaking/ partnership/ consortium/ joint venture company/ Firm/ Individual (status of the Company), constituted in accordance with the relevant law in the matter and the Employer/Buyer is Delhi

NOW, THEREFORE,

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

Enabling the Employer/Buyer to obtain the desired said (work/ goods/ services) at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and Enabling the Bidder(s)/Contractor(s) to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the Employer/buyer will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties here by agree to enter into this Integrity Pact & agree as follows:

Commitments of the Employer

The Employer undertakes that no official of the Employer, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe,

consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the Bidder/Contractor, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

The Employer will, during the pre-contract stage, treat all the Bidders/Contractors alike, and will provide to all the Bidders/Contractors the same information and will not provide any such information to any particular Bidder/Contractor which could afford an advantage to that particular Bidder/Contractor in comparison to other Bidders/Contractors.

All the officials of the Employer will report to the appropriate Authority any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

2.0 In case any such preceding misconduct on the part of such official(s) is reported by the Bidder to the Employer with full and verifiable facts and the same is prima facie found to be correct by the Employer, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the Employer or Independent External Monitor and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the Employer the proceedings under the contract would not be stalled.

3.0 Commitments of the Bidder(s)/Contractor(s)

The Bidder(s)/Contractor(s) commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:

The Bidder(s)/Contractor(s) will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favor, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Employer, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation/completion of the contract.

The Bidder/Contractor further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Employer or otherwise in procuring/awarding the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with Employer for showing or forbearing to show favour or disfavor to any person in relation to the contract or any other contract with Employer.

The Bidder(s)/Contractor(s) shall disclose the name and address of agents and representatives and Indian Bidder(s)/Contractor(s) shall disclose their foreign principals or associates.

The Bidder(s)/Contractor(s) shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.

The Bidder, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials

of the Employer or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

The Bidder/Contractor will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

The Bidder/Contractor will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

The Bidder/Contractor shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the Employer as part of the business/work relationship, regarding plans, technical proposals, technical know & how and business details, including information contained in electronic data carrier. The Bidder/Contractor also undertakes to exercise due and adequate care lest any such information is divulged.

The Bidder(s)/Contractor(s) commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

The Bidder(s)/Contractor(s) shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

If the Bidder/Contractor or any employee of the Bidder/Contractor or any person acting on behalf of the Bidder/Contractor, either directly or indirectly, is a relative of any of the officers of the Employer, or alternatively, if any relative of an officer of the Employer has financial interest/stake in the Bidder(s)/Contractor(s) firm (excluding Public Ltd. Company listed on Stock Exchange), the same shall be disclosed by the Bidder/Contractor at the time of filling of tender.

The term relative for this purpose would be as defined in Section 2 (77) of the Companies Act 2013.

The Bidder(s)/Contractor(s) shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the Employer.

The representative of the Bidder(s)/ Contractor(s) signing Integrity Pact shall not approach the Courts while representing the matters to IEMs and he/she will wait their decision in the matter.

In case of sub-contracting, the bidder/principal contractor shall take the responsibility of the adoption of IP by the sub-contractor.

Previous Transgression

The Bidder(s)/Contractor(s) declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect on any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India.

5.0 Earnest Money (Security Deposit)

The provision regarding Earnest Money/Security Deposit as detailed in the Notice Inviting Tender (NIT) and Instruction to Bidders (ITB) section of the Bid Document is to be referred.

Sanctions for Violations

Any breach of the aforesaid provisions by the Bidder/Contractor or any one employed by it or acting on its behalf shall entitle the Employer to take action as per the procedure mentioned in the "Guidelines on Banning of Business Dealings" attached as Annex-A and initiate all or any one of the following actions, wherever required:

- (i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the Bidder/Contractor. However, the proceedings with the other Bidder(s)/Contractor(s) would continue.
- (ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is Signed) shall stand forfeited either fully or partially, as decided by the Employer and the Employer shall not be required to assign any reason thereof.
- (iii) To immediately cancel the contract, if already signed, without giving any compensation to the Contractor. The Bidder/Contractor shall be liable to pay compensation for any loss or damage to the Employer resulting from such cancellation/rescission and the Employer shall be titled to deduct the amount so payable from the money(s) due to the Bidder/Contractor.
- (iv) To encash the Bank guarantee, in order to recover the dues if any by the Employer, along with interest as per the provision of contract.
- (v) To debar the Bidder/Contractor from participating in future bidding processes of DPSRU, as per provisions of "Guidelines on Banning of Business Dealings" of DPSRU(Annex-A), which may be further extended at the discretion of the Employer.

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

- (vi) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the Employer with the Bidder/ Contractor, the same shall not be opened/operated.
- (vii) Forfeiture of Performance Security in case of a decision by the Employer to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

The Employer will be titled to take all or any of the actions mentioned at para

6.1 (i) to (viii) of this Pact also on the Commission by the Bidder/Contractor or any one employed by it or acting on its behalf (whether with or without the knowledge of the Bidder/Contractor), of an offence as defined in Chapter IX of the Indian Penal Code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

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

7.0 Fall Clause–Deleted

Independent External Monitors)

The Employer has appointed Independent External Monitors (hereinafter referred to as monitors) for this Pact in consultation with the Central Vigilance Commission.

The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings. The right to access records should only be limited to the extent absolutely necessary to investigate the issue related to the subject tender/contract.

As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform Registrar, DPSRU and request DPSRU to discontinue or take corrective action, or to take other relevant action. The Monitor can in this regard submit recommendations, these recommendations would be in the nature of advice would not be legally binding. 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.

The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction, to all Project documentation of the Employer including that provided by the Bidder/Contractor. The Bidder/Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractor(s). The Monitor shall be under contractual obligation to treat the information and documents of the Bidder/Contractor/Subcontractor(s) with confidentiality.

The Employer 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 parties. The parties will offer to the Monitor the option to participate in such meetings as and when required.

The Monitor will submit a written report to the Registrar, DPSRU, within 8 to 10 weeks from the date of reference or intimation to him by the Employer/Bidder and should the occasion arise, submit proposals for correcting problematic situations.

The word "Monitor" would include both singular and plural.

9.0 Facilitation of Investigation

In case of any allegation of violation of any provision soft his Pact or payment

Of commission, the Employer or its agencies shall be entitled to examine all the documents including the Books of Accounts of the Bidder/Contractor and the Bidder/Contractor shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

10.0 Law and Place of Jurisdiction

This Pact is subject to Indian Law. The place of performance and jurisdiction is the Registered Office of the Employer, i.e. New Delhi. The arbitration clause provided in the tender document/contract shall not be applicable for any issue/dispute arising under Integrity Pact.

Other Legal Actions

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

Changes and supplements as well as termination notice need to be made in writing.

If the Contractor is a partnership or a consortium or a joint venture, this pact must be signed by all partners of the consortium/joint venture.

Validity

The validity of this Integrity Pact shall be from date of its signing and extend upto 5 years or the complete execution of the contract to the satisfaction of both the Employer and the Bidder/Contractor/Seller, including warranty period & Defect Liability period as the case may be, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

Should one or several provisions of this Pact turn out to be invalid, the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intention.

13.0 The Parties here by sign this Integrity Pact as part of the contract at _____ on

_____ and parties concerned are bound by its provisions.

Indian Institute of Foreign Trade	Bidder/Contractor: M/s
Signature of the Officer (Authorized Signatory):	Signature (Authorized Person):
Name of the Officer:	Name of the Authorized Person:

Designation of the Officer:	Designation of the Authorized Person:
Place:	Place:
Date:	Date:
<u>Witness 1:</u>	<u>Witness 1:</u>
Signature:	Signature:
Name:	Name:
Address:	Address:
Place & Date:	Place & Date:
<u>Witness 2:</u>	<u>Witness 2:</u>
Signature:	Signature
Name:	Name:
Address:	Address:
Place & Date:	Place & Date:

5 (G) Solvency Certificate

[To be issued by scheduled Banks as mentioned below (for instance) not later than 6 months]

Ref: GA/49/2025-GA-I

Date:

This is to certify that M/s. _____
_____ having their Registered Office at _____
_____ is solvent to the extent of ₹ _____
[Amount in Words _____] as
disclosed by the information and record which are available with the bank.

This certificate is issued at the request of M/s. _____
for a Tender Purpose.

This certificate is issued without any risk/liability or responsibility whatsoever on the part of
the Bank or any of its officers.

For Bank _____

Name of Signatory

SECTION – 6

PROFORMAS

For the Performance Guarantee

(To be typed on non-judicial stamp paper of appropriate value)

Subject : PERFORMANCE GUARANTEE

Whereas INDIAN INSTITUTE OF FOREIGN TRADE (B-21, Qutub Institution Area, New Delhi 110016) (hereafter referred to as “IIFT”) has issued a PO no. Dated/...../2026 awarding the work of “**Providing AMC for Network items installed in the Data centre at IIFT, New Delhi**” to M/s.....,R/o (hereafter referred to as “Bidder”) and IIFT has asked him to submit a Performance Guarantee in favour of Vice Chancellor, IIFT of Rs./- (hereafter referred to as “P.G. Amount”) valid up to .../.../2026 (hereafter referred to as “Validity Date”).

Now at the request of the Bidder, We Bank Branchhaving..... (Address) and Regd. office address as..... (Hereinafter called ‘the Bank’) agreed to give this guarantee as hereinafter contained:

1. We, “the Bank” do hereby undertake and assure to the IIFT that if in the opinion of the IIFT, the Bidder has in any way failed to observe or perform the terms and conditions of the said agreement or has committed any breach of its obligations there-under, the Bank shall on demand and without any objection or demur pay to the IIFT the said sum limited to Performance Guarantee amount or such lesser amount as IIFT may demand without requiring IIFT to have recourse to any legal remedy that may be available to it to compel the Bank to pay the same.
2. Any such demand from the IIFT shall be conclusive as regards the liability of Bidder to pay to IIFT or as regards the amount payable by the Bank under this guarantee. The Bank shall not be entitled to withhold payment on the ground that the Bidder had disputed its liability to pay or has disputed the quantum of the amount or that any arbitration proceeding or legal proceeding is pending between Bidder and IIFT regarding the claim.
3. We, the Bank further agree that the guarantee shall come into force from the date of its issue and shall remain in full force and effect up to its Validity date.
4. The Bank further agrees that the IIFT shall have the fullest liberty without the consent of the Bank and without affecting in any way the obligations hereunder to vary any of the terms and conditions of the said agreement or to extend the time for performance of the said agreement from any of the powers exercisable by IIFT against the Bidder and to forbear to

enforce any of the terms and conditions relating to the said agreement and the Bank shall not be relieved from its liability by reason of such failure or extension being granted to Bidder or through any forbearance, act or omission on the part of IIFT or any indulgence by IIFT to Bidder or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of relieving or discharging the guarantor.

5. Notwithstanding anything herein contained;
 - (a) The liability of the Bank under this guarantee is restricted to the Performance guarantee amount and it will remain in force up to its Validity date.
 - (b) The guarantee shall stand completely discharged and all rights of the IIFT under this Guarantee shall be extinguished if no claim or demand is made on us in writing on or before its validity date.
6. In case IIFT demands for any money under this bank guarantee, the same shall be paid through banker's Cheque in favour of **"Indian Institute of Foreign Trade"** and payable at **"New Delhi"**.
7. The Bank guarantees that the below mentioned officer who have signed it on behalf of the Bank have authority to give this guarantee under its delegated power.

Place :

Date :

(Signature of the Bank Officer)

(Rubber stamp of the bank)

Authorized Power of Attorney Number:

.....

Name of the Bank officer:

Designation:

Complete Postal address of Bank:

.....

.....

Telephone Numbers

Fax numbers

E-mail ID:

SECTION- 7

DRAFT AGREEMENT

Articles of agreement made and entered into this day between the **INDIAN INSTITUTE OF FOREIGN TRADE (B-21, Qutab Institutional Area, New Delhi -110016)** and M/s..... hereinafter referred to as the contractor.

Whereas the **INDIAN INSTITUTE OF FOREIGN TRADE** has contracted with the contractor in respect of **Providing AMC & Network Items installed in the Data Centre at IIFT, New Delhi**” vide **Work Order No.....** for a period of **12 months w.e.f. to**

And whereas the said contractor has prior to the execution of these presents offered a **Bank Guarantee No./ FDR No.** as Performance Guarantee vide which the said has undertaken to pay to the **INDIAN INSTITUTE OF FOREIGN TRADE** an amount not exceeding **Rs.** against any loss or damage caused to or suffered by the **INDIAN INSTITUTE OF FOREIGN TRADE** by reason of any breach of contract by the said contractor of any terms and conditions contained in this agreement.

Now these presents witness that in pursuance of the said contract it is hereby agreed and declared by and between the said parties to these presents in the manner following.

That if the said contractor shall execute / perform the works contracted to be performed by them and observe, perform and fulfill the contract entered in, to the satisfaction of the said **INDIAN INSTITUTE OF FOREIGN TRADE** and also if the said contractor or their representative shall pay or cause to be paid to the said **INDIAN INSTITUTE OF FOREIGN TRADE** for the time being all losses, damages, costs and expenses which he or they have sustained / incurred or be put in consequence of the default or failure by the said contractor for the due performance of the contract or in the execution and completion of the said work or any part thereof, then the above mentioned bank guarantee shall be returned to the said contractor.

Provided that, it is hereby further declared with true intent and meaning of the parties hereto that if default shall be made by the said contractor in the performance of the said contract to the satisfaction of the **INDIAN INSTITUTE OF FOREIGN TRADE** or in making good any losses damages or expenses hereinbefore mentioned or any part thereof, then it shall be lawful for the **INDIAN INSTITUTE OF FOREIGN TRADE** to claim **Rs.**

...../- towards the liquidation of the liability of the said contractor in respect of such default as aforesaid.

And it is hereby declared and agreed that the retention of the cash deposit shall be as and by way to liquidate damages without reference to the relative importance of the particular breach which shall have given occasion for such retention or whether the said **INDIAN INSTITUTE OF FOREIGN TRADE** may have sustained any ascertainable pecuniary damage thereby or not.

And it is further declared and agreed between the said parties to these presents that until the completion of the said scheduled works contracted to be executed and performed by the said contractor to the satisfaction (to be certified as aforesaid) of the **INDIAN INSTITUTE OF FOREIGN TRADE** for the time being & until the final adjustment of the accounts between the said contractor & the **INDIAN INSTITUTE OF FOREIGN TRADE** and payment of the final balance (if any) in connection with said contract, the bank guarantee shall remain in the hands and custody of the **INDIAN INSTITUTE OF FOREIGN TRADE** for the time being or in any **Treasury** in which they may be lodged by the **INDIAN INSTITUTE OF FOREIGN TRADE**. In witness where of the said contractor and the said **INDIAN INSTITUTE OF FOREIGN TRADE** acting in the premises as aforesaid have set their respective hands and seals the day and year first above written. **The terms & condition of Bid No..... दिनांक / DATED: 00/00/2026 and Work Order No. forms the integral part of this agreement.**

(Authorized Signatory)

Shri.

IIFT, New Delhi

(Authorized Signatory)

Shri.....

M/s

Witnesses:

1. Name:

Sign:

2. Name:

Sign:

Witnesses:

1. Name:

Sign:

2. Name:

Sign:

SECTION – 8

TECHNICAL BID

To,

Assistant Registrar (Gen. Admin.)
General Administration
Indian Institute of Foreign Trade (IIFT)
B-21, Qutab Institutional Area
New Delhi 110016

Sub.: Tender for Providing AMC for Network Items installed in the Data Centre at IIFT, New Delhi.

With reference to the above mentioned Tender, we have read the terms and conditions in the Tender Document and accept the same and furnish the following document:

1. Scope of work & list of Items (duly signed and stamped on company letter head by the bidder), as per the details prescribed in the bid.
2. Certificate(s) showing fulfillment of the eligibility criteria(s) stated in the BID. Viz;
 - i. **Copy of Registration with competent authority [(Department for Promotion of Industry and Internal Trade (DPIIT)] for bidder from a country which shares a land border with India**
 - ii. Incorporation of company
 - iii. Article or Memorandum of Association or partnership deed or proprietorship deed as the case may be.
 - iv. Duly signed all pages of bid and document.
 - v. Proof of payment of Bid security / EMD through NEFT/RTGS.
 - vi. Bank Solvency Certificate
3. Documents (self-attested) stated in the bid. Viz;
 - a) OEM Authorization Letters.
 - b) Work experience certificates.
 - c) Resumes / Certificates of certified Network Engineers.
 - d) Turnover Certificate for FY 22-23, FY 23-24, FY 24-25.
 - e) Copy of valid PAN
 - f) Copy of Goods and Service Tax Registration Certificate or the bidder should produce certificate that bidder is exempted to register under Goods and Service Tax.
 - g) Bid Security / EMD through NEFT/RTGS/DD in favour of “Indian Institute of Foreign Trade, New Delhi.
 - h) Valid NSIC / MSME certificate, if any.
4. Undertaking & declaration duly filled & signed. (Section - 5A)
5. Near-Relation declaration duly filled & signed. (Section - 5B)
6. Declaration in respect of no addition / deletion / corrections in downloaded tender (Section 5C)
7. Certificate regarding restrictions on procurement from a bidder of a country which shares a land border with India (Section – 5D)
8. Local content Declaration & Self Certification towards preference to Make in India (Section 5E)

- 9. Integrity Pact (Section 5F)
- 10. Bank Solvency (Section 5G)
- 11. Technical Bid (Section - 8)

Yours truthfully,

Signature_____

Date:

Name_____

Address_____

Telephone_____

Seal of the firm_____