



## **CENTRE FOR DEVELOPMENT OF ADVANCED COMPUTING**

A Scientific Society of Ministry of Electronics & Information  
Technology, Government of India

Innovation Park, PANCHAVATI, Pashan Road, Pune - 411008

Tel: +91-20-25503671 / 25868086

Fax: +91-20-25694004

[www.cdac.in](http://www.cdac.in) / [mmg@cdac.in](mailto:mmg@cdac.in)

**C-DAC INVITES ON-LINE (RATE CONTRACT) BIDS  
FOR SUPPLY OF RUDRA BASED PARAM SHAVAK ALL IN ONE  
SUPERCOMPUTER IN A BOX**

**TENDER Ref. No. CDACP/SHAVAK-RC/25-26/433**



## Contents

SECTION I: INVITATION FOR BIDS (IFB) .....	4
1. Introduction: .....	4
2. Contact Information: .....	4
3. Documents to be submitted along with bid: .....	4
SECTION II: INSTRUCTIONS TO BIDDERS (ITB).....	6
1. Locations for Supply, Installation and Integration:.....	6
2. Execution and Delivery period:.....	6
3. Pre-Qualification (PQ) Criteria: .....	6
4. Exemptions: .....	7
5. Bid Security / EMD: .....	7
6. Purchaser's Right to amend / cancel:.....	8
7. Corrupt or Fraudulent Practices:.....	8
8. Interpretation of the clauses in the Tender Document / Contract Document.....	8
SECTION III: SPECIAL CONDITIONS OF CONTRACT (SCC).....	9
1. Prices.....	9
2. Completeness Responsibility:.....	9
3. Performance Security: .....	9
4. Payment Terms: .....	10
5. Penalty for delayed Delivery /Services .....	10
6. Jurisdiction:.....	10
7. Force Majeure:.....	10
8. Risk and Ownership: .....	10
9. Indemnity:.....	10
10. Termination .....	11
11. Assignment:.....	11
12. Severability: .....	11
13. Warranty: .....	11
SECTION - IV: SCHEDULE OF REQUIREMENTS / SCOPE OF WORK.....	12
1. Document Submission:.....	12
2. Detailed Scope of Work/Requirements:.....	12
SECTION - V: BOQ / BOM Details .....	16
SECTION - VI: FINANCIAL BID DOCUMENT .....	17
SECTION - VII: ANNEXURES .....	18
1. ANNEXURE A - COVERING LETTER .....	18
2. ANNEXURE B - AUTHORITY LETTER .....	19
3. ANNEXURE C - PROFORMA OF BANK GUARANTEE .....	20
4. ANNEXURE D - EMD DECLARATION.....	23



5.	ANNEXURE E - CERTIFICATE/UNDERTAKING FROM BIDDER .....	24
6.	ANNEXURE F - Make In India Declaration.....	25
7.	Annexure-H -- INTEGRITY PACT .....	26



## SECTION I: INVITATION FOR BIDS (IFB)

### 1. Introduction:

Centre for Development of Advanced Computing (C-DAC) - is a scientific society of Ministry of Electronics & Information Technology, Government of India. C-DAC invites '**ON-LINE**' (**RATE CONTRACT**) bids through **CPP portal** for Supply Of Rudra Based Param Shavak All In One (AIO) Supercomputer In A Box.

### 2. Contact Information:

Materials Management Group  
2<sup>ND</sup> Floor

**Centre for Development of Advanced Computing (C-DAC)**

Innovation Park, PANCHAVATI, Pashan Road, Pune 411009.

Tel No.: +91-20-2550 3671 Fax No.: +91-20-25694004

E-mail: [mmg@cdac.in](mailto:mmg@cdac.in)

*In case of any doubts, and/ or queries about the technical solution, specifications terms and conditions of the tender, the prospective bidder may send their queries in writing through e-mail ([mmg@cdac.in](mailto:mmg@cdac.in)). The queries, requests for clarifications etc. must be sent within 7 days from the date of publication of the Tender. The bidders are requested to go through the entire tender document thoroughly, before raising any query. C-DAC, Pune shall address the queries raised by the bidders. The replies to queries would be made available on the portal in due course of time. All the queries, doubts, clarifications etc. must be submitted in xls format only as below.*

Name of the bidder:				
Sl. No.	Section / Page No	Clause Reference	Query from bidder	C-DAC Response

### 3. Documents to be submitted along with bid:

- Covering letter, as per **Annexure A**
- Authority letter, as per **Annexure B**.
- A copy of Certificate of Incorporation, Partnership Deed / Memorandum and Articles of Association / any other equivalent document showing date and place of incorporation, as applicable, in support of eligibility criteria of this document.
- Copies of PAN and GST registration certificates, as applicable.
- Copies of documents in support of eligibility requirements stipulated at **point 3 Section - II**.
- The copies of balance sheets **OR** the certificate from a Chartered Accountant



- certifying the annual sales turnover of the bidder for the **last 3** financial years.
- g) Bidder needs to submit EMD amount of Rs. 40,00,000/- (Rupees forty lakhs only). MSE / Startups / Bidders exempted from submitting the EMD may submit the requisite documentary proof along with EMD declaration. The exempted bidder may submit a declaration as per **Annexure D** instead of EMD amount. Non-submission of EMD amount / EMD declaration may need to cancellation of bid.
  - h) Declaration as per **Annexure E** (restrictions on procurement from a bidder of a country which shares a land border with India).
  - i) Declaration as per **Annexure F** against Make in India contents.
  - j) Integrity pact as per the format provided in **Annexure G** to be submitted by the bidder.

**Note: C-DAC reserves the right to reject the bid if any of the above listed documents are not submitted.**

*(END OF SECTION I)*



## SECTION II: INSTRUCTIONS TO BIDDERS (ITB)

### 1. *Locations for Supply, Installation and Integration:*

C-DAC Innovation Park, Panchavati, Pashan,  
Pune - 411 008, Maharashtra (India)  
Phone: +91-20-25503100

### 2. *Execution and Delivery period:*

- a. All the scope of work defined in Section-IV should be completed in all respect including delivery, installation, testing and commissioning within 12 weeks of receipt of award.
- b. The bidder is responsible for delivery of the system in the said time period. Training: Installation, Integration and hands-on training shall be carried out for all IT Infrastructure items
- c. C-DAC also reserves the right to vary the number of Systems to be ordered under the rate contract for technical and/or administrative reasons. In case of reduction in quantity, C-DAC shall not be responsible for any damages pertaining to the investments made by the successful bidder under this RFP.

### 3. *Pre-Qualification (PQ) Criteria:*

The bidder must comply with each of the following eligibility requirements.

- a) The bidders should upload the required documents / financial instruments as stipulated at point 3 of Section - I.
- b) The Bidder should have minimum **1000 lakhs** annual turnover for the last three financial years ending on 31<sup>st</sup> March 2024. Bidder shall submit the supporting documents towards the same.
- c) **Manufacturer authorization:** Manufacturers Authorization Form (MAF)/ Certificate from OEM(s) need to be submitted with details such as Bid No., OEM name, designation, address, e-mail Id and Phone No. required to be furnished along with the bid. MAF shall be submitted for all the H/W components.
- d) The bidder/OEM must have a service support center in India. And bidder must comply with the necessary support and warranty terms. Bidder need to submit the declaration letter in this regard.
- e) Bidder need to provide Single point of contacts for system and also share the support and escalation matrix with details like e-Mail IDs and Phone nos.
- f) The bidder must agree to provide and execute the entire scope of work involved as per section - IV.
- g) The bidder must not be blacklisted by C-DAC or any other Educational / R&D / Govt. Organizations, as on date of submission of bids. A certificate or undertaking to this effect must be submitted as per Annexure A.



- h) Exemption to MSE & start-up shall be provided for the Turnover Criteria and not on past experience as the procurement is of mission critical project. The necessary applicable experience criteria shall be required.
- i) The product offered should be in compliance with the Order No.F.7/10/2021-PPD (1) (Public Procurement No. 4) dated 23.02.2023 issued by Procurement Policy Division, Department of Expenditure, Ministry of Finance, GOI. Bidder has to submit a declaration in this regard as per **Annexure E**. Also, bidder has to declare the COUNTRY OF ORIGIN OF OEM and COUNTRY OF MANUFACTURING of the offered product as per **Annexure F**
- j) As the Make In India Order No. P-45021/2/2017-PP(BE-II)-Part(4)Vol.II dated 19.07.2024 issued by Public Procurement Section, Department of Promotion of Industry and Internal Trade (DPIIT), Ministry of Commerce & Industry, Govt kindly mention the MII (%) of the offered product as per **Annexure F**. Bidder should declare and abide by the Terms and Conditions of the mentioned annexure F.
- k) Integrity Pact - The bidder is required to enter into an Integrity Pact with C-DAC. For this, the bidder shall submit the scanned copy of signed, stamped and notarized Integrity Pact on Rs. 100 stamp paper, as part of technical bid, failing which, the Proposal submitted by the concerned bidder will be summarily rejected. The original document should be couriered to C-DAC. The format for the Integrity Pact is provided in **Annexure G**

Details of IEM is provided below:

- (1) Shri M Peter Johnson - email: [johnsonmp1961@gmail.com](mailto:johnsonmp1961@gmail.com)
- (2) Shri Vijay Kumar Singh - email: [vijaykumarsingh@hotmail.com](mailto:vijaykumarsingh@hotmail.com)

**Note:**

- (1) The bidders should provide necessary and sufficient documentary evidence to support the Pre Qualification criteria stipulated above.
- (2) The technical solution of a bidder will only be evaluated if they have met the prescribed pre-qualification criteria.

**4. Exemptions:**

If in the view of bidder, any exemption / relaxation is applicable to them from any of the eligibility requirements under any Rules, process, Guidelines, Directives of Government of India, bidder may submit their claim for the applicable exemption /relaxation, quoting the valid Rule, process, Guidelines or Directives. In this case the bidder must submit necessary and sufficient valid documents along with the technical bid, in support of their claim. The decision about granting the exemption/ relaxation will be taken by the bid evaluation committee which is empowered to grant exemption/relaxation.

**5. Bid Security / EMD:**

The bidder should submit an EMD amount of Rs. 40,00,000/- (Rupees Forty lakhs only) all inclusive. MSE / Start-ups / Exempted Bidders may be exempted from



submitting the EMD. Bidder seeking exemption towards EMD needs to mandatorily submit the EMD undertaking as per Annexure D along with supporting documents.

**6. Purchaser's Right to amend / cancel:**

- a) C-DAC reserves the right to amend the eligibility criteria, commercial terms & conditions, Scope of Supply, technical specifications etc.
- b) C-DAC reserves the right to cancel the entire tender without assigning any reasons thereof.

**7. Corrupt or Fraudulent Practices:**

- a) It is expected that the bidders who wish to bid for this project have highest standards of ethics.
- b) C-DAC will reject bid if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices while competing for this contract.
- c) C-DAC may declare a vendor ineligible, either indefinitely or for a stated duration, to be awarded a contract if it at any time determines that the vendor has engaged in corrupt and fraudulent practices during the award / execution of contract.

**8. Interpretation of the clauses in the Tender Document / Contract Document**

In case of any ambiguity/ dispute in the interpretation of any of the clauses in this Tender Document, the interpretation of the clauses by Director General, C-DAC shall be final and binding on all parties.

*(END OF SECTION II)*



## SECTION III: SPECIAL CONDITIONS OF CONTRACT (SCC)

### 1. *Prices*

The price quoted shall be considered firm and no price escalation will be permitted (except Govt. Statutory Levies).

Bidder must quote in INR only.

The prices quoted must be on “all-inclusive” basis - F.O.R. C-DAC, Pune/Client Location. (Including loading/unloading of components (if any), insurance cost, travelling of team, Installation, Integration, Training, Warranty replacements, shipping/courier charges etc. as per the schedule of requirement given in Section IV).

Bidder must provide the price including applicable GST. The bidder should exercise utmost care to quote the correct percentage of applicable GST (Tariff Rate) on their own. Any change in prices for reason whatsoever shall not be entertained.

In case due to any error/ oversight, bidder quotes rate erroneously, the bidder will not be permitted to rectify the error/oversight. The orders/ contract will be placed with the all inclusive rate quoted by the bidder.

### 2. *Completeness Responsibility:*

Notwithstanding the scope of work, supply and or services stated in bid document, any equipment or material, engineering or technical services which might not be even specifically mentioned under the scope of supply of the bidder and which are not expressly excluded there from but which - in view of the bidder - are necessary for the performance / execution of work in accordance with the specifications are treated to be included in the bid and has to be performed by bidder. The items which are over & above the scope of supply specified in the Schedule of Requirements may be marked as “Optional Items”.

### 3. *Performance Security:*

Within 7 working days of placement of order against the Rate Contract, the selected bidder should submit a Performance Security, for an amount equivalent to 3% of the contract/order value. This performance security can be in the form of a Demand Draft or a Bank Guarantee, in the name of C-DAC, Pune for duration of 40 months from the date of successful installation, testing, commissioning and acceptance by C-DAC / Client at the respective Location. The performance security (if submitted in the form of a Bank Guarantee) shall remain valid for a period of 60 days beyond the date of completion of contractual obligations as specified in the order including warranty. The Performance Security will be returned/refunded within two weeks of completion of contractual obligations.



#### 4. **Payment Terms:**

Sr. No.	Milestones / Release / Deliverable	Payment
A	Delivery and acceptance by C-DAC / Client Submission of ePBG within 30days of PO release.	80%
B	Commissioning ,operation and acceptance by C-DAC/ Client.	20%

#### 5. **Penalty for delayed Delivery /Services**

C-DAC reserves the right to levy penalties, in case of the following:

A penalty @ 0.5 % of the cost of delayed delivery shall be levied per week, subject to maximum of 5% of the respective order value.

C-DAC reserves the right to cancel the order in case the delay is more than 12 weeks. The delay in delivery and/or execution, not attributed to supplier viz. delay in site allocation / availability, delay in submission of required documents (by C-DAC), approval etc. and the conditions arising out of Force Majeure will not be considered for the purpose of calculating penalties.

All delays occurring/envisaged by the vendor need to be intimated at least two weeks in advance from the occurrence (including Force Majeure).

#### 6. **Jurisdiction:**

The disputes, legal matters, court matters, if any shall be subject to Pune jurisdiction only.

#### 7. **Force Majeure:**

C-DAC may consider relaxing the penalty and delivery requirements, as specified in this document, if and to the extent that, the delay in performance or other failure to perform its obligations under the contract is the result of an Force Majeure. Force Majeure is defined as an event of effect that cannot reasonably be anticipated such as acts of God (like earthquakes, floods, storms etc.), acts of states / state agencies, the direct and indirect consequences of wars (declared or undeclared), hostilities, national emergencies, civil commotion and strikes at successful Bidder's premises or any other act beyond control of the bidder.

#### 8. **Risk and Ownership:**

Upon 100% of payment and post successful acceptance testing, C-DAC / Client shall become owners of goods ordered.

However, all risks, responsibilities, liabilities thereof in all goods shall remain with selected bidder till installation, commissioning, integration, training and knowledge transfer of all goods to the end user. Part deliveries shall not be treated as deliveries. Only full deliveries of all items ordered will be considered as delivery.

#### 9. **Indemnity:**

The successful bidder shall indemnify, protect and save C-DAC from/against all claims,



losses, costs, damages, expenses, action suits and other proceeding, resulting from/arising out of:

- a. infringement of any law pertaining to intellectual property, patent, trademarks, copyrights, safety and security etc. by the bidder or
- b. such other statutory infringements by the successful bidder pertaining to perform the work, or
- c. any act/omission/performance/under or non or part performance/failure of the bidder.

#### **10. Termination**

In case of the delay in providing the stipulated supplies / services, and /or defect/under or non- performance pertaining to the services / products supplied by the bidder, C-DAC will give written notice to the bidder requesting to rectify the needful within 30 days of notice. If bidder fails to comply with the requirements, C-DAC shall have the right to terminate the contract and / or cancel the order/s. The successful bidder agrees and accepts that he shall be liable to pay damages claimed by C-DAC, in the event of termination of contract / cancellation of order. The successful bidder may terminate the contract by at least 30 days' written notice, only in the event of non-payment of undisputed invoices for 30 days from the due date. Except this situation, the successful bidder shall have no right of termination.

- a. C-DAC reserves the right to terminate the contract / cancel order with cause/ reason, by giving 30 days' notice to the successful bidder.

#### **11. Assignment:**

Selected bidder/ Party shall not assign, delegate or otherwise deal with any of its rights or obligation under this Contract without prior written permission of C-DAC.

#### **12. Severability:**

If any provision of this Contract is determined to be invalid or unenforceable, it will be deemed to be modified to the minimum extent necessary to be valid and enforceable. If it cannot be so modified, it will be deleted and the deletion will not affect the validity or enforceability of any other provision.

#### **13. Warranty:**

All items (i.e. Hardware), respective subscriptions, supply shall include 3(three) years onsite comprehensive warranty with NBD support and for all the IT H/W, S/W supplied under the scope in Section-IV.

**(END OF SECTION III)**



## SECTION - IV: SCHEDULE OF REQUIREMENTS / SCOPE OF WORK

### 1. Document Submission:

- a. Bidder shall submit the online links / documents, data and specification sheets pertaining to the quoted Hardware.
- b. Bidder shall submit complete detailed of the Product.

### 2. Detailed Scope of Work/Requirements:

All the components shall be supplied, installed, integrated & commissioned at CDAC, Pune / Client Location.

- a. All the components shall be supplied, installed, integrated & commissioned at CDAC, Pune.
- b. All the supplied components shall undergo the following tests:
- c. All supplied Hardware should go through POST for at least 24 hrs.
- d. Memtest for continuous 24 hrs for Servers
- e. Burn/Stress test by Integrating existing GPU controller/Accelerators
- f. Bidder need to provide all the updates pertaining to Software (both major and minor releases), Firmware's, Subscriptions during the warranty period without any additional costs.
- g. Bidder need to provide required licenses to meet the functionality and all license should be perpetual.
- h. Bidder would be required to submit detailed 1) Installation & Commissioning, 2) Acceptance Test reports within 2 weeks from the date of completion of mentioned milestones.
- i. In case of system, configuration (BIOS,) has to be done by bidder/ OEM.
- j. Hardware and software should be from original manufacturers and hardware should be shipped in original packing with OEM part numbers.
- k. Bidder shall share the work order placed on the OEM for back-to-back support of
- l. 3years for the quoted items after the date of supply.
- m. Quoted product should not be end-of-life for next 1 years from the date of delivery of all the IT H/W items to C-DAC .
- n. Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any
- o. Bidder should have well established Installation, Commissioning, Training, Troubleshooting and Maintenance Service group in INDIA for attending the after sales service. Details of Service Centres near consignee destinations are to be uploaded along with the bid.
- p. Cumulative Penalty cannot exceed more than 3% of the total contract value after which the C-DAC will have the right to get the service / rectification done from alternate sources at the risk and cost of the vendor besides forfeiture of PBG. Vendor will be liable to re-imburse the cost of such service / rectification to the C-DAC at actuals.
- q. Technical Specifications with compliance status and Remark
- r. Bidder shall execute all the points mentioned under Scope of Work



**TECHNICAL SPECIFICATION OF THE PARAM SHAVAK AIO SYSTEM (PSAIOS) IS PROVIDED BELOW:**

**(1) SYSTEM 01 - PSAIOS-A30**

Processor	2 x Intel Xeon Gold 6240R or equivalent (24 core, 2.4GHz Clock Speed)
RAM	192GB ECC DDR4 3200 MHz, RAM in balanced configuration
Network	2x 10GbE network port
	1GbE for BMC Management
	1x Ethernet port for serial communication.
Accelerator's slot/ports etc	2 PCIe Gen3 x16 Slots for GPU/Co-processors, with appropriate power supply, cables and cooling for two accelerators.
Accelerator	1 numbers of Nvidia A30
HDD	2 * 15TB NVMe/SATA SSD with Hardware RAID controller - with support of RAID 0,1,5
OS Certified	C-DAC BOSS OS
Power Supply	2400W High Efficiency Power Supply
CPU Cooling	DCLC Based Cooling
Form Factor	All In One (Table top model)
Display Card	Nvidia Tesla P1000
Monitor	Integrated 32" Full HD 1920x1080 LCD monitor with wireless keyboard and Mouse.

**(2) SYSTEM 02 - PSAIOS-A800**

Processor	2 x Intel Xeon Gold 6240R or equivalent (24 core, 2.4GHz Clock Speed)
RAM	192GB ECC DDR4 3200 MHz, RAM in balanced configuration
Network	2x 10GbE network port
	1GbE for BMC Management
	1x Ethernet port for serial communication.
Accelerator's slot/ports etc	2 PCIe Gen3 x16 Slots for GPU/Co-processors, with appropriate power supply, cables and cooling for two accelerators.
Accelerator	1 numbers of Nvidia A800
HDD	2 * 15TB NVMe/SATA SSD with Hardware RAID controller - with support of RAID 0,1,5
OS Certified	C-DAC BOSS OS
Power Supply	2400W High Efficiency Power Supply
CPU Cooling	DCLC Based Cooling
Form Factor	All In One (Table top model)
Display Card	Nvidia Tesla P1000
Monitor	Integrated 32" Full HD 1920x1080 LCD monitor with wireless keyboard and Mouse.

**(3) SYSTEM 03 - PSAIOS-RTX5000ADA**

Processor	2 x Intel Xeon Gold 6240R or equivalent (24 core, 2.4GHz Clock Speed)
RAM	192GB ECC DDR4 3200 MHz, RAM in
	balanced configuration
Network	2x 10GbE network port



	1GbE for BMC Management 1x Ethernet port for serial communication.
Accelerator's slot/ports etc	2 PCIe Gen3 x16 Slots for GPU/Co-processors, with appropriate power supply, cables and cooling for two accelerators.
Accelerator	1 numbers of Nvidia RTX 5000Ada
HDD	2 * 15TB NVMe/SATA SSD with Hardware RAID controller - with support of RAID 0,1,5
OS Certified	C-DAC BOSS OS
Power Supply	2400W High Efficiency Power Supply
CPU Cooling	DCLC Based Cooling
Form Factor	All In One (Table top model)
Display Card	Nvidia Tesla P1000
Monitor	Integrated 32" Full HD 1920x1080 LCD monitor with wireless keyboard and Mouse.

#### (4) SYSTEM 04 - PSAIOS-RTX4500ADA

Processor	2 x Intel Xeon Gold 6240R or equivalent (24 core, 2.4GHz Clock Speed)
RAM	192GB ECC DDR4 3200 MHz, RAM in balanced configuration
Network	2x 10GbE network port 1GbE for BMC Management 1x Ethernet port for serial communication.
Accelerator's slot/ports etc	2 PCIe Gen3 x16 Slots for GPU/Co-processors, with appropriate power supply, cables and cooling for two accelerators.
Accelerator	1 numbers of Nvidia RTX 4500Ada
HDD	2 * 15TB NVMe/SATA SSD with Hardware RAID controller - with support of RAID 0,1,5
OS Certified	C-DAC BOSS OS
Power Supply	2400W High Efficiency Power Supply
CPU Cooling	DCLC Based Cooling
Form Factor	All In One (Table top model)
Display Card	Nvidia Tesla P1000
Monitor	Integrated 32" Full HD 1920x1080 LCD monitor with wireless keyboard and Mouse.

#### (5) SYSTEM 05 - PSAIOS-RTX4000ADA

Processor	2 x Intel Xeon Gold 6240R or equivalent (24 core, 2.4GHz Clock Speed)
RAM	192GB ECC DDR4 3200 MHz, RAM in balanced configuration
Network	2x 10GbE network port 1GbE for BMC Management 1x Ethernet port for serial communication.
Accelerator's slot/ports etc	2 PCIe Gen3 x16 Slots for GPU/Co-processors, with appropriate power supply, cables and cooling for two accelerators.
Accelerator	1 numbers of Nvidia RTX 4000Ada



HDD	2 * 15TB NVMe/SATA SSD with Hardware RAID controller - with support of RAID 0,1,5
OS Certified	C-DAC BOSS OS
Power Supply	2400W High Efficiency Power Supply
CPU Cooling	DCLC Based Cooling
Form Factor	All In One (Table top model)
Display Card	Nvidia Tesla P1000
Monitor	Integrated 32" Full HD 1920x1080 LCD monitor with wireless keyboard and Mouse.

**(6) SYSTEM 06 - PSAIOS-MI210**

Processor	2 x Intel Xeon Gold 6240R or equivalent (24 core, 2.4GHz Clock Speed)
RAM	192GB ECC DDR4 3200 MHz, RAM in balanced configuration
Network	2x 10GbE network port
	1GbE for BMC Management
	1x Ethernet port for serial communication.
Accelerator's slot/ports etc	2 PCIe Gen3 x16 Slots for GPU/Co-processors, with appropriate power supply, cables and cooling for two accelerators.
Accelerator	1 numbers of AMD MI210
HDD	2 * 15TB NVMe/SATA SSD with Hardware RAID controller - with support of RAID 0,1,5
OS Certified	C-DAC BOSS OS
Power Supply	2400W High Efficiency Power Supply
CPU Cooling	DCLC Based Cooling
Form Factor	All In One (Table top model)
Display Card	Nvidia Tesla P1000
Monitor	Integrated 32" Full HD 1920x1080 LCD monitor with wireless keyboard and Mouse.

***(END OF SECTION IV)***



## SECTION - V: BOQ / BOM Details

(To be submitted with Technical Bid)

- (1) Bill of Quantities along with Bill of Material to be submitted as per the following table for the offered product by the bidder.
- (2) Any change request (i.e., for brand/model) at later stage shall not be entertained.

Sr. No.	Description	Qty	Offered Make	Offered Model
(a)	SYSTEM 01 - PSAIOS-A30	1 No.		
(b)	SYSTEM 02 - PSAIOS-A800	1 No.		
(c)	SYSTEM 03 - PSAIOS-RTX5000ADA	1 No.		
(d)	SYSTEM 04 - PSAIOS-RTX4500ADA	1 No.		
(e)	SYSTEM 05 - PSAIOS-RTX4000ADA	1 No.		
(f)	SYSTEM 06 - PSAIOS-MI210	1 No.		

**(END OF SECTION V)**



## SECTION - VI: FINANCIAL BID DOCUMENT

(To be submitted along with financial quote on the CPP portal duly signed and stamped on bidder's letterhead)

Sr. No.	Description	Qty	All inclusive unit price (in INR)
I.			
(a)	SYSTEM 01 - PSAIOS-A30	1 No.	
(b)	SYSTEM 02 - PSAIOS-A800	1 No.	
(c)	SYSTEM 03 - PSAIOS-RTX5000ADA	1 No.	
(d)	SYSTEM 04 - PSAIOS-RTX4500ADA	1 No.	
(e)	SYSTEM 05 - PSAIOS-RTX4000ADA	1 No.	
(f)	SYSTEM 06 - PSAIOS-MI210	1 No.	

**(END OF SECTION VI)**



## SECTION - VII: ANNEXURES

### 1. ANNEXURE A - COVERING LETTER

Date:

To:

The Executive Director,  
Centre for Development of Advanced Computing (CDAC) Innovation Park, Panchavati, Pashan Road,  
Pune - 411008 Maharashtra, INDIA

Subject: Submission of bid for C-DAC

Dear Sir,

We, the undersigned, offer to Supply, Install, ..... at C-DAC, ..... in response to your Tender No ..... We are hereby submitting our proposal for same, which includes Technical bid and the Financial Bid through CPP Portal.

We hereby declare that all the information and statements made in this bid are true and we accept that any misinterpretation contained in it, may lead to our disqualification.

We undertake, if our proposal is accepted, to submit a Security Deposit / Performance Bank Guarantee (ePBG) of 5% of the contract / order value, as per terms stipulated in the tender.

We hereby certify that my/ our firm has not been disqualified and / or blacklisted by any Office/ Department/ Undertaking of the State Government / Central Govt. of India, PSU/ Autonomous Body of Government of India, at the time of submission of this bid.

We agree to abide by all the terms and conditions of the tender document, including corrigenda. We would hold the terms of our bid valid for 120 days as stipulated in the tender document.

We understand you are not bound to accept any Proposal you receive.

The undersigned is authorized to sign this bid document. The authority letter to this effect is enclosed.

Yours sincerely,

Authorized Signatory:

Name and Title of Signatory: e-mail:

Mobile No:



## 2. ANNEXURE B - AUTHORITY LETTER

Date:

To:

The Executive Director,  
Centre for Development of Advanced Computing (CDAC) Innovation Park,  
34, B/1, Panchavati, Pashan Road,  
Pune - 411008 Maharashtra, INDIA

Subject: Authority Letter

Reference: Tender No -. .... for supply installation .....

Dear Sir,

We, M/s \_\_\_\_\_(Name of the bidder) having registered office at \_\_\_\_\_(address of the bidder) herewith submit our bid against the said tender document.

Mr./Ms. \_\_\_\_\_(Name and designation of the signatory), whose signature is appended below, is authorized to sign and submit the bid documents on our behalf against said RFP  
Specimen Signature:

The undersigned is authorized to issue such authorization on behalf of us. For M/s\_\_(Name of the bidder)

Signature and company seal Name  
Designation Email Mobile No.



### 3. ANNEXURE C - PROFORMA OF BANK GUARANTEE

(ON NON-JUDICIAL PAPER OF APPROPRIATE VALUE - ONLY FOR L1 SUPPLIER)

Centre for Development of Advanced Computing Pune University Campus  
Ganesh Khind, Pune - 411 007

BANKS GUARANTEE NO:

DATE:

Dear Sir(S)

This has reference to the Purchase Order No. \_\_\_\_\_ Dated \_\_\_\_\_ been placed by Centre for Development of Advanced Computing(C-DAC), Pune on M/s \_\_\_\_\_ (Name & Address of vendor) for supply, installation, integration, warranty of \_\_\_\_\_ (description of items) at C-DAC, Pune. The conditions of this order provide that the vendor shall, arrange to Supply, Install, Integrate & train of IT Hardware & Software at C-DAC, as per details given in said order.

M/s (Name of Vendor) has accepted the said order with the terms and conditions stipulated therein and have agreed to issue the performance security in the form of Bank Guarantee on their part, towards promises and assurance of their contractual obligations vide the Order No. \_\_\_\_\_ .

M/s. \_\_\_\_\_ (name of vendor) holds an account with us and has approached us and at their request and in consideration of the promises, we hereby furnish such guarantees as mentioned hereinafter.

CDAC shall be at liberty without reference to the Bank and without affecting the full liability of the Bank hereunder to take any other undertaking of security in respect of the suppliers obligations and / or liabilities under or in connection with the said contract or to vary the terms vis-a - vis the supplier or the said contract or to grant time and or indulgence to the supplier or to reduce or to increase or otherwise vary the prices or the total contract value or to forebear from enforcement of all or any of the obligations of the supplier under the said contract and/or the remedies of C-DAC under any security now, or hereafter held by C- DAC and no such dealing(s) with the supplier or release or forbearance whatsoever shall have the effect of releasing the bank from its full liability of C-DAC hereunder or of prejudicing right of C-DAC against the bank.

This undertaking guarantee shall be a continuing undertaking guarantee and shall remain valid and irrevocable for all claims of C-DAC and liabilities of the supplier arising up to and until \_\_\_\_\_ (date). This undertaking guarantee shall be in addition to any other undertaking or guarantee or security whatsoever the that C-DAC may now or at any time have in relation to its claims or the supplier's obligations/liabilities under and / or in connection with the said contract and C-DAC shall have the full authority to take recourse to or enforce this undertaking guarantee in preference to the other undertaking or security (ies) at its sole discretion and no failure on the part of C-DAC in enforcing or requiring enforcement of any other undertaking or



security shall have the effect of releasing the bank from its full liability hereunder.

We \_\_\_\_\_ (Name of Bank) hereby agree and irrevocably undertake and promise that if in your (C-DAC's) opinion any default is made by M/s \_\_\_\_\_ (Name of Vendor) in performing any of the terms and /or conditions of the agreement or if in your opinion they commit any breach of the contract or there is any demand by you against M/s \_\_\_\_\_ (Name of Vendor), then on notice to us by you, we shall on demand and without demur and without reference to M/s \_\_\_\_\_ (Name of Vendor), pay you, in any manner in which you may direct, the amount of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only ) or such portion thereof as may be demanded by you not exceeding the said sum and as you may from time to time require. Our liability to pay is not dependent or conditional on your proceeding against M/s \_\_\_\_\_ (Name of Vendor) and we shall be liable & obligated to pay the aforesaid amount as and when demanded by you merely on an intimation being given by you and even before any legal proceedings, if any, are taken against M/s \_\_\_\_\_ (Name of Vendor)

The Bank hereby waives all rights at any time inconsistent with the terms of this undertaking guarantee and the obligations of the bank in terms hereof shall not be anywise affected or suspended by reason of any dispute or disputes having been raised by the supplier (whether or not pending before any arbitrator, Tribunal or Court) or any denial of liability by the supplier or any order or any order or communication whatsoever by the supplier stopping or preventing or purporting to stop or prevent payment by the Bank to C-DAC hereunder.

The amount stated in any notice of demand addressed by C-DAC to the Bank as claimed by C-DAC from the supplier or as suffered or incurred by C-DAC on the account of any losses or damages or costs, charges and/or expenses shall as between the Bank and C-DAC be conclusive of the amount so claimed or liable to be paid to C-DAC or suffered or incurred by C-DAC, as the case may be and payable by the Bank to C-DAC in terms hereof.

You (C-DAC's) shall full liberty without reference to us and without affecting this guarantee, postpone for any time or from time to time the exercise of any of the powers and rights conferred on you under the contract with the said M/s \_\_\_\_\_ (Name of Vendor) and to enforce or to forbear from endorsing any power or rights or by reason of time being given to the said M/s \_\_\_\_\_ (name of Vendor) which under law relating to the sureties would but for the provisions have the effect of releasing us.

You will have full liberty without reference to us and without affecting this guarantee, postpone for any time or from time to time the exercise of any of the powers and rights conferred on you under the contract with the said M/s \_\_\_\_\_ (Name of Vendor) and to enforce or to forbear from endorsing any power or rights or by reason of time being given to the said M/s \_\_\_\_\_ (Name of Vendor) which under law relating to the sureties would but for the provisions have the effect of releasing us.

Your right to recover the said sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) from us in manner aforesaid will not be affected/ or suspended by reason of the fact that any dispute or disputes have been raised the said M/s \_\_\_\_\_ (Name of Vendor) and/ or that any dispute or disputes are pending before any officer, tribunal or court or Arbitrator.

The guarantee herein contained shall not be determined or affected by the liquidation or winding up, dissolution or change of constitution or insolvency of the said M/s \_\_\_\_\_ (Name of



Vendor) but shall in all respects and for all purposes be binding and operative until payment of all dues to C-DAC in respect of such liability or liabilities.

Our liability under this guarantee is restricted to Rs.\_\_\_\_/- (Rupees \_\_\_\_\_ Only). Our guarantee shall remain in force until unless a suit action to enforce a claim under guarantee is filed against us within twelve months from (which is date of expiry of guarantee) all your rights under the said guarantee shall be forfeited and we shall be relieved and discharged from all liabilities there under.

We have power to issue this guarantee in your favour under Memorandum and Articles of Association of our Bank and the undersigned has full power to do under the power of Attorney dated.

Notwithstanding anything contained herein:

- A. Our liability under this guarantee shall not exceed Rs \_\_\_\_\_ (in words)
- B. This bank guarantee shall be valid up to \_\_\_ & unless a suit for action to enforce a claim under guarantee is filed against us within twelve months from the date of expiry of guarantee. All your rights under the said guarantee shall be forfeited and we shall be relieved and discharged from all liabilities there after i.e. after one year from the date of expiry of this Bank guarantee
- C. We are liable to pay the guaranteed amount or any parts thereof under this bank guarantee only and only if you serve upon us a written claim or demand or before \_\_\_\_\_
- D. The Bank guarantee will expire on (Min ..... months from the date of successful installations of the items in the order) \_\_\_\_\_

Granted by the Bank

Yours faithfully, For (Name of Bank)

SEAL OF THE BANK

Authorized Signatory



#### **4. ANNEXURE D - EMD DECLARATION**

(Only applicable for Exempted bidders i.e. MSEs/ Startups / other Exempted Bidders)

(ON COMPANY'S LETTERHEAD)

Date:

To:

The Executive Director,  
Centre for Development of Advanced Computing (C-DAC)  
Innovation Park, Panchavati, Pashan Road,  
Pune - 411008 Maharashtra, INDIA

Subject: Undertaking as per GFR - 2017, Rule 170(iii)

Dear Sir,

We, the undersigned, offer to Supply the -----as per tender at C-DAC Pune, in response to your Tender No-----.

We are hereby submitting our proposal for same, which includes Technical bid and the Financial Bid. As a part of eligibility requirement stipulated in said tender document, we hereby submit a declaration in lieu of Earnest Money Deposit (EMD), as given below:

1. Our bid (including commercial bid) shall remain valid for 120-days from the date of submission and that we will not withdraw or modify our bid during the validity period,
2. In case, we are declared as successful bidder and an order is placed on us, we will submit the acceptance in writing within 7 days of placement of order on us.
3. In case, we are declared as successful bidder and an order is placed on us, we undertake, to submit a Security Deposit / Performance Bank Guarantee of 5% of the order value, as per terms stipulated in the tender.
4. In case of failure on our part to comply with any of the above said requirements, we are aware that we shall be declared as un-eligible for said tender and /or debarred from any future bidding process of C-DAC for a period of minimum one year.
5. We hereby certify that my/ our firm has not been disqualified and / or blacklisted by any Office/ Department/ Undertaking of the State Government / Central Govt. of India, PSU/ Autonomous Body of Government of India, at the time of submission of this bid.
6. The undersigned is authorized to sign this undertaking.

Yours sincerely,

Authorized Signatory:

Name and Title of Signatory:

e-mail:

Mobile No:



**5. ANNEXURE E - CERTIFICATE/UNDERTAKING FROM BIDDER**  
(ON COMPANY'S LETTERHEAD)

To: Executive Director,  
C-DAC, Pune - 411008

Ref: Tender / Enquiry No. XXX dt. XXXX

We have read the clause mentioned in the Order No.F.7/10/2021-PPD (1) (Public Procurement No. 4) dated 23.02.2023 issued by Procurement Policy Division, Department of Expenditure, Ministry of Finance, GOI. and further Order/OMs regarding restrictions on procurement from a bidder of a country which shares a land border with India (if any).

In view of this, we certify that,

a. We are not from a country sharing land border with India and any registration as mentioned in said OM is not applicable to us.

OR

b. We are registered with the competent authority as mentioned in said OM. The copy of registration No.xxx dt.xxx is enclosed.

(Delete whatever is not applicable)

For (Name of Bidder)

Authorised Signatory  
(Name & Signature)  
(Company's Seal)



**6. ANNEXURE F - Make In India Declaration  
(ON COMPANY'S LETTERHEAD)**

Please submit the certificate as per format given below:

To:  
Executive Director,  
Centre for Development of Advance Computing, Pune -  
411008

We hereby certify that the goods / software being offered by us vide our proposal, comply with the Make In India Order No. P-45021/2/2017-PP(BE-II)-Part(4)Vol.II dated 19.07.2024 issued by Public Procurement Section, Department of Promotion of Industry and Internal Trade (DPIIT), Ministry of Commerce & Industry, Gol.

We hereby certify the details pertaining to goods offered by us, as given below:

Sr. No	Item Description, Make, Model	Country of origin of OEM	Country of Manufacture of item	Percentage of local content for the solution **	Location of Value Addition
1	Details/breakup of major components to be provided				

\*\* Note 1: The local content percentage (%) is ..... s consolidated figure for the complete solution i.e. including all items mentioned above.

We abide by the following terms and conditions of this bid / enquiry

1. CDAC reserves the right to Accept / Reject / Cancel the bid / enquiry, at its sole discretion, based on the responses received against the MII declaration submitted by the bidders / vendors.
2. We also certify that, we are not from a country sharing land border with India as defined in Order No.F.7/10/2021-PPD (1) (Public Procurement No. 4) dated 23.02.2023 issued by Procurement Policy Division, Department of Expenditure, Ministry of Finance, GOI and the goods offered by us comply with the provisions of said order.

For (Name of bidder)

Authorized Signatory Name &  
Designation: Mobile No:



## 7. Annexure-H -- INTEGRITY PACT

(To be executed on Rs. 100/- Stamp paper duly notarised and applicable for all tenders of value above Rs.1 Crore)

This Integrity Pact (“the Pact”) is made and executed on this \_\_\_\_ Day of \_\_\_\_\_ Two Thousand Twenty \_\_\_\_\_ at \_\_\_\_\_.

### By and Between

**Centre for Development of Advanced Computing (C-DAC)**, an autonomous scientific Society under the Ministry of Electronics and Information Technology, Government of India, registered under the Societies Registration Act 1860 and the Bombay Public Trusts Act 1950, having its registered Office at Savitribai Phule Pune University Campus, Pune 411 007, hereinafter referred to as “C-DAC/Principal”, which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its administrators, successors or assignees, as the case may be.  
and

..... hereinafter referred to as “The Bidder(s)/Contractor(s)”, which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its administrators, successors or assignees, as the case may be.

(The Principal and the Bidder (s)/Contractor(s) are collectively referred to as “the Parties”.

### Preamble

The Principal intends to award, under laid down organizational procedures, contract/s for ----- (“the Contract”). The Principal values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder/s and Contractor/s. The Principal intends 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. The Principal also intends that Bidder/s and Contractor/s should abstain from bribing or indulging in any corrupt practices 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 Bidder/s and Contractor/s shall commit to prevent corruption, in any form, by its officials by following transparent procedures.

In order to achieve these goals, the Principal, by way of this Integrity Pact (“the Pact”) will appoint Independent External Monitor (“IEM”) who will monitor the tender process and the execution of the Contract for compliance with the principles mentioned above.

The parties hereto hereby agree to enter into this Pact and agree as mentioned below.

### Section 1 Commitments of the Principal

1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following:-



- a) No employee of the Principal, personally or through relatives or any other person, will in connection with the tender, or for the execution of the Contract, demand, promise or accept for himself/herself or any third person, any material or immaterial benefit or any other advantage from the bidder/s or contractor/s which he/she is not legally entitled to.
  - b) The Principal will, during the tender process treat all Bidder/s and Contractor/s with equity and reason. The Principal will in particular, before and during the tender process, provide to all bidder/s and contractor/s the same information and will not provide to any bidder/s or contractor/s additional/confidential information through which the bidder/s and contractor/s could obtain an advantage in relation to the tender process or the contract execution.
  - c) The Principal will exclude from the process all known prejudiced persons.
- 2) If the Principal obtains information on the conduct of any of its employees, which is a criminal offence under the relevant Anti-Corruption Laws of India, or if there be a substantive suspicion and the same is prima facie found to be correct in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions. In such a case while such enquiry is being conducted by the Principal, the proceedings under the contract shall not be stalled.

## **Section 2**

### **Commitments of the Bidder/ contractor**

- 1) The Bidder / Contractor commits to take all measures necessary to prevent corrupt practices, unfair means and illegal activities . He commits himself to observe the following during his participation in the tender process and during the contract execution:
  - a) The Bidder / Contractor undertakes that he/she 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 Principal, for which benefit etc. 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 / Contractor will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Principal, for which benefit etc. 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
  - c) The Bidder / Contractor will not enter into any agreement or understanding with other Bidders in connection with the bid, including but not limited to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.
  - d) The Bidder / Contractor will not commit any offence under the relevant provisions of Anti-Corruption Laws of India/Indian Penal Code, 1860, Information and Technology Act, 2000, Competition law or any other relevant laws, enactments, rules and regulations. Further the



Bidder / Contractor will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically. The Bidder / Contractor also undertakes to exercise due and adequate care of any such information so divulged.

- e) The Bidder / Contractor further confirms and declares to the Principal that the Bidder / Contractor is the original manufacturer / integrator / authorised government sponsored export entity and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the Principal or any of its functionaries, whether officially or unofficially to the award of the contract to the Bidder / Contractor, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- f) The Bidder / Contractor will, when presenting his bid, disclose any and all payments he has made, is committed to make or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract and the details of the services agreed upon for such payments.
- g) The bidder(s)/ contractor (s) of foreign origin shall disclose the name and address of agents and representatives in India related to this tender. Similarly, the bidder(s)/ contractor(s) of Indian nationality shall furnish the name and address of their foreign principals or associates, if any, related to this tender.
- h) The Bidder / Contractor shall not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- i) 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 Principal, or alternatively, if any relative of an officer of the Principal has financial interest / stake in the Bidder's / Contractor's firm, proprietorship, company, etc. the same shall be disclosed by the Bidder / Contractor at the time of filing of tender/EoI. The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act, 2013.
- j) The Bidder / Contractor 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 Principal.
- k) The bidder / contractor shall disclose the circumstances, arrangements, undertakings or relationships that constitute, or may reasonably be considered to constitute, an actual or potential conflict of interest with its obligations specified in the tender process or under any Agreement which may be negotiated or executed with Principal. Bidder / Contractor and its employees, agents, advisors and any other person associated with the bidder / contractor must not place themselves in a position which may, or does, give rise to conflict of interest (or a potential conflict of interest between the interests of Principal or any other interests during this tender process or through operation of the Agreement.



- l) The bidder(s)/ contractor (s) who have signed the Pact shall not approach the Courts while the matters/disputes/issues, related to tender process or the Contract are presented before the IEM and awaiting the final decision.
- 2) The Bidder / Contractor will not instigate third persons to commit above mentioned acts / omissions / offences outlined above or be an accessory to such offences.

### **Section 3**

#### **Disqualification from tender process and exclusion from future contracts**

- 1) If the Bidder, before the Contract is awarded, has committed a transgression through a violation of Section 2 or in any other form such as to put his reliability or credibility as Bidder into question:
  - a) the Principal is entitled to disqualify the Bidder from the tender process or to terminate the Contract, if already signed, for such reason.
  - b) the Principal is entitled to exclude the Bidder / Contractor from participating in future contracts/tenders. The imposition and duration of the exclusion will be determined by the Principal based on the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder / Contractor and the amount of the damage. The exclusion will be imposed for a minimum of six (6) months and maximum of three (3) years.
- 2) An act/omission would be treated as a transgression after due consideration of the available evidence by the Principal.
- 3) The Bidder / Contractor accepts and undertakes to respect and uphold the Principal's absolute right to resort to and impose such disqualification/exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision of disqualification/exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.
- 4) If the Bidder / Contractor can prove that he has restored the damage caused by him and has installed a suitable corruption prevention system, the Principal may revoke the aforesaid disqualification/exclusion prematurely.

### **Section 4**

#### **Compensation for Damages**

- 1) Without prejudice to any rights that may be available to the Principal under any law or the contract or its laid down policies and procedures, the Principal shall have the following rights in case of breach of this Pact by the Bidder/Contractor:
  - a) To forfeit the Earnest Money/Bid Security if the Bidder is disqualified from the tender process prior to the award in terms of Section 3;
  - b) To forfeit/invoke the Security Deposit/ Performance Bank Guarantee if the Principal has either terminated or is entitled to terminate the Contract of the Bidder in terms of Section 3.



- c) To immediately call of the pre contract negotiations without assigning any reason or giving any compensation to the Bidder / Contractor.
- d) To immediately cancel the contract, if already signed, without giving any compensation to the bidder / contractor. The Bidder / Contractor shall be liable to pay the compensation for any loss or damage to the Principal resulting from such cancellation / rescission and the Principal shall be entitled to deduct the amount so payable from the amount due to the Bidder / Contractor.
- e) To recover all sums already paid by the Principal, with interest at \_\_\_% @ p.a. if any outstanding payment is due to the Bidder / Contractor from the Principal in connection with any other contract, such outstanding payment could also be set off to recover the aforesaid sum and interest.
- f) To recover all sums paid in violation of this Pact by the Bidder / Contractor to any middleman or agent or broker with a view to securing the contract.

#### **Section 5 Previous transgression**

- 1) The Bidder declares that he has not committed any transgressions in the last three (3) years against any Company in any country conforming to the anti-corruption approach or with any other Public Sector Enterprise in India that could invite/justify his exclusion from this tender process.
- 2) Any concealment of information or misrepresentation of facts, in regard to the aforesaid, can lead to his disqualification from the tender process or termination of the Contract, if already awarded, or invite any other appropriate action(s) as deemed fit.

#### **Section 6 Equal treatment of all Bidders / Contractors / Subcontractors**

- 1) The Principal will enter into Pacts on identical terms with all bidders and contractors.
- 2) The Bidder(s) / Contractor(s) assures to procure from all their subcontractors an undertaking for the adoption of this Pact. The Bidder (s) / Contractor(s) shall alone be responsible for any violation (s) of the provisions laid down in the Pact by any/all of their sub-contractor (s) or sub-vendor (s).
- 3) The Principal will be entitled to disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

#### **Section 7 Independent External Monitor / Monitors**

- 1) The Principal appoints competent and credible Independent External Monitor as nominated and approved by the Central Vigilance Commission. The task of the IEM is to review independently and objectively, whether and to what extent the Parties comply with the obligations under this Pact. The IEM would be required to sign 'Non- Disclosure Agreements'



alongwith a declaration of 'Absence of Conflict of Interest'. In case of any conflict of interest arises at a later date, the IEM shall inform Chairperson of the Board of the Principal and recuse himself/herself from that case.

- 2) The IEM is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairperson of the Board of the Principal. The IEM would be provided access to all documents/records pertaining to the contract for which a complaint or issue is raised before them, as and when warranted. However, the documents/records/ information having National Security implications and those documents which have been classified as Secret/Top Secret are not to be disclosed.
- 3) The Bidder / Contractor accepts that the IEM has the right to access, without restriction, all Project documentation available with the Principal including the documents/ records/ information provided by the Bidder/Contractor. The Bidder/Contractor will also grant the IEM, upon their request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The IEM is under contractual obligation to treat the documents/ records/ information of the Bidder/Contractor/ Subcontractor with confidentiality.
- 4) The Principal will provide to the IEM sufficient information about all meetings among the parties related to the Project provided that such meetings could have an impact on the contractual relations between the Principal and the Bidder/Contractor. The Parties will offer to the IEM the option to participate in such meetings.
- 5) As soon as the IEM notices, or suspects, a violation of this Pact, he will inform the Management of the Principal and request the Management to discontinue or rectify the violation, or take any other relevant action. The IEM can in this regard submit nonbinding recommendations. Beyond this, the IEM has no right to demand from the Parties that they act in a specific manner, refrain from action or tolerate action. However, the IEM shall give an opportunity to the Bidder / Contractor to present his case before making its recommendations to the Principal.
- 6) The IEM is expected to tender their recommendation on all the complaints within 30 days of their receipt, to the Chairperson of the Board of the Principal. Further, should the occasion arise, the IEM may submit proposals for correcting problematic situations.
- 7) If the IEM has reported to the Chairperson of the Board of the Principal a substantiated suspicion of an offence under relevant Anti-Corruption Laws of India/Indian Penal Code, 1860, or any other relevant laws and the Chairperson has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the IEM may transmit this information directly to the Central Vigilance Commissioner, Government of India.
- 8) The word 'IEM' would include both singular and plural.

## **Section 8 Pact Duration**

- 1) This Pact comes into force when both parties have signed it. It expires for the Bidder / Contractor 12 months after the last payment under the respective contract, and for all other Bidders / Contractors 6 months after the contract has been awarded.



- 2) If any claim is made / lodged during the aforesaid duration, the same shall continue to be valid despite the lapse of this pact as specified above, till it is discharged / determined by Chairperson of the Board of the Principal.

**Section 09**  
**Other provisions**

- 1) This Pact is subject to Indian Laws. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. Pune. The Arbitration clause provided in the main tender document / contract shall be applicable to any issue / dispute arising under this Pact.
- 2) If the Contractor is a partnership or a consortium, this Pact must be signed by all partners or consortium members.
- 3) In case of any allegation of violation of any provisions of this Pact or payment of commission etc. the Principal or its agencies shall be entitled to examine all the documents including the Books of Accounts of the Bidder / Contractor and Bidder / Contractor shall provide necessary information and documents and shall extend all possible help for the purpose of such examination.
- 4) If one or several provisions of this Pact are held to be invalid/unenforceable, the remainder of this Pact shall remain valid as though the invalid or unenforceable parts had not been included herein. In this case, the parties will strive to come to an agreement to their original intentions.
- 5) Issues like warranty/ guarantee etc. shall be outside the purview of IEM.

-----

-----

For the Principal

For the Bidder / Contractor

Place -----

Witness 1 : -----

Date -----

Witness 2: -----

**(END OF SECTION VII)**