

1. Bid Details

Your corrigendum has been published successfully.



Bid Number: **GEM/2025/B/6334314**

Bid Status: Active

Quantity: 5391

Bid Validity (From End Date): 120 (Days)

Competent Authority Document: [View](#)

Bid Start Date / Time: 12-06-2025 15:19:35

Bid End Date / Time: 17-07-2025 16:00:00

Bid Opening Date / Time: 17-07-2025 16:30:00

Consignees / Reporting Officer / Delivery Location(S)

EMD: Required [Track EMD](#)

Average Turn Over of Last 3 Years: 3500 Lakh (s) **Experience with Gov. Required:** Year (s)

Buyer Details

Name: Shrikant Kisan Ambike

Address: Shrikant Kisan
Ambike,Buyer6.Cdac.Pune@Gembuyer.In,C-DAC C-DAC Innovation
Park, Panchavati, Pashan,PUNE
CITY,MAHARASHTRA,411008,India,020-25503674-674

Ministry: Ministry Of Electronics And Information Technology

Department: Department Of Electronics And Information
Technology

Organisation: Centre For Development Of Advanced Computing (C-
Dac)

Office: West

Corrigendum Details

Modified On: 2025-06-26 17:50:25

[Download](#)

Hash Value (Algorithm - SHA256):

a803287d6453cf60692c7a96f131a7d03ea5502b91c459d316073b35a7bdfa03

Cancel Bid

Extend Bid

Edit Terms

Edit Pre Bid

Corrigendum - 01

Dated 26/06/2025

(Tender No: GeM Bid: GEM/2025/B/6334314 Dated. June 12th, 2025)

Site 1: IISc Bangalore

Sr No.	Ref. In tender	Clause in Tender	Corrigendum
1.	SECTION IV: SCHEDULE OF REQUIREMENTS	Managed 10G Fibre Switch – 24 Port: 24 x 10G SFP+ ports, 2 or 4 x 100G QSFP+ uplink ports, minimum 48 Tb/s switch throughput, airflow from port to power supply, IEC 14-type power cables.	Managed 10G Fibre Switch – 24 Port: 24 x 10G SFP+ ports, 2 or 4 x 100G QSFP+ uplink ports, minimum 880 Gb/s switch throughput, airflow from port to power supply, IEC 14-type power cables.
2.	SECTION IV: SCHEDULE OF REQUIREMENTS	Managed 10G Fibre Switch – 48 Port: 48 x 10G SFP+ ports, 2 or 4 x 100G QSFP+ uplink ports, minimum 1 Tb/s switch throughput, airflow from port to power supply, IEC 14-type power cables.	Managed 10G Fibre Switch – 48 Port: 48 x 10G SFP+ ports, 2 or 4 x 100G QSFP+ uplink ports, minimum 1.2 Tb/s switch throughput, airflow from port to power supply, IEC 14-type power cables.

Site 2: IIT Kanpur

Sr No.	Ref. In tender	Clause in Tender	Corrigendum
1.	SECTION IV: SCHEDULE OF REQUIREMENTS	Managed 10G Fibre Switch – 24 Port: 24 x 10G SFP+ ports, 2 or 4 x 100G QSFP+ uplink ports, minimum 48 Tb/s switch throughput, airflow from port to power supply, IEC 14-type power cables.	Managed 10G Fibre Switch – 24 Port: 24 x 10G SFP+ ports, 2 or 4 x 100G QSFP+ uplink ports, minimum 880 Gb/s switch throughput, airflow from port to power supply, IEC 14-type power cables.
2.	SECTION IV: SCHEDULE OF REQUIREMENTS	Managed 10G Fibre Switch – 48 Port: 48 x 10G SFP+ ports, 2 or 4 x 100G QSFP+ uplink ports, minimum 1 Tb/s switch throughput, airflow from port to power supply, IEC 14-type power cables.	Managed 10G Fibre Switch – 48 Port: 48 x 10G SFP+ ports, 2 or 4 x 100G QSFP+ uplink ports, minimum 1.2 Tb/s switch throughput, airflow from port to power supply, IEC 14-type power cables.

Site 3: IIT Kharagpur

Sr No.	Ref. In tender	Clause in Tender	Corrigendum
1.	SECTION IV: SCHEDULE OF REQUIREMENTS	Infiniband active copper splitter cable, InfiniBand NDR 800Gb/s to 2 x 400Gb/s, OSFP to 2 x OSFP, 2.0 M	Infiniband passive copper splitter cable, InfiniBand NDR 800Gb/s to 2 x 400Gb/s, OSFP to 2 x OSFP, 2.0 M
2.	SECTION IV: SCHEDULE OF REQUIREMENTS	Infiniband active copper splitter cable, InfiniBand NDR 800Gb/s to 2 x 400Gb/s, OSFP to 2 x OSFP, 3.0 M	Infiniband passive copper splitter cable, InfiniBand NDR 800Gb/s to 2 x 400Gb/s, OSFP to 2 x OSFP, 3.0 M
3.	SECTION IV: SCHEDULE OF REQUIREMENTS	Managed 10G Fibre Switch – 24 Port: 24 x 10G SFP+ ports, 2 or 4 x 100G QSFP+ uplink ports, minimum 48 Tb/s switch throughput, airflow from port to power supply, IEC 14-type power cables.	Managed 10G Fibre Switch – 24 Port: 24 x 10G SFP+ ports, 2 or 4 x 100G QSFP+ uplink ports, minimum 880 Gb/s switch throughput, airflow from port to power supply, IEC 14-type power cables.

Sr No.	Ref. In tender	Clause in Tender	Corrigendum
4.	SECTION IV: SCHEDULE OF REQUIREMENTS	Managed 10G Fibre Switch – 48 Port: 48 x 10G SFP+ ports, 2 or 4 x 100G QSFP+ uplink ports, minimum 1 Tb/s switch throughput, airflow from port to power supply, IEC 14-type power cables.	Managed 10G Fibre Switch – 48 Port: 48 x 10G SFP+ ports, 2 or 4 x 100G QSFP+ uplink ports, minimum 1.2 Tb/s switch throughput, airflow from port to power supply, IEC 14-type power cables.
5.	SECTION IV: SCHEDULE OF REQUIREMENTS	Managed 1G Ethernet Switch – 48 Port: 48 x 1G Ethernet ports + 4 x 10G SFP+ uplink ports, minimum 128 Gb/s switch throughput, airflow from port to power supply, IEC 14-type power cables	Managed 1G Ethernet Switch – 48 Port: 48 x 1G Ethernet ports + 4 x 10G SFP+ uplink ports, minimum 176 Gb/s switch throughput, airflow from port to power supply, IEC 14-type power cables

Site 4: CR Rao Hyderabad

Sr No.	Ref. In tender	Clause in Tender	Corrigendum
1.	SECTION IV: SCHEDULE OF REQUIREMENTS	Managed 10G Fibre Switch – 24 Port: 24 x 10G SFP+ ports, 2 or 4 x 100G QSFP+ uplink ports, minimum 48 Tb/s switch throughput, airflow from port to power supply, IEC 14-type power cables.	Managed 10G Fibre Switch – 24 Port: 24 x 10G SFP+ ports, 2 or 4 x 100G QSFP+ uplink ports, minimum 880 Gb/s switch throughput, airflow from port to power supply, IEC 14-type power cables.

Site 5: IUCAA, Pune

Sr No.	Ref. In tender	Clause in Tender	Corrigendum
1.	SECTION IV: SCHEDULE OF REQUIREMENTS	Managed 10G Fibre Switch – 24 Port: 24 x 10G SFP+ ports, 2 or 4 x 100G QSFP+ uplink ports, minimum 48 Tb/s switch throughput, airflow from port to power supply, IEC 14-type power cables.	Managed 10G Fibre Switch – 24 Port: 24 x 10G SFP+ ports, 2 or 4 x 100G QSFP+ uplink ports, minimum 880 Gb/s switch throughput, airflow from port to power supply, IEC 14-type power cables.

Site 6: C-DAC Pune

Sr No.	Ref. In tender	Clause in Tender	Corrigendum
1.	SECTION IV: SCHEDULE OF REQUIREMENTS	Managed 10G Fibre Switch – 24 Port: 24 x 10G SFP+ ports, 2 or 4 x 100G QSFP+ uplink ports, minimum 48 Tb/s switch throughput, airflow from port to power supply, IEC 14-type power cables.	Managed 10G Fibre Switch – 24 Port: 24 x 10G SFP+ ports, 2 or 4 x 100G QSFP+ uplink ports, minimum 880 Gb/s switch throughput, airflow from port to power supply, IEC 14-type power cables.
2.	SECTION IV: SCHEDULE OF REQUIREMENTS	Infiniband active copper cable, IB twin port NDR, up to 800Gb/s, OSFP,2m	Infiniband active copper cable, IB twin port NDR, up to 800Gb/s, OSFP,3m
3.	SECTION IV: SCHEDULE OF REQUIREMENTS	Managed 1G Ethernet Switch – 48 Port: 48 x 1G Ethernet ports + 4 x 10G SFP+ uplink ports, minimum 128 Gb/s switch throughput, airflow from port to power supply, IEC 14-type power cables	Managed 1G Ethernet Switch – 48 Port: 48 x 1G Ethernet ports + 4 x 10G SFP+ uplink ports, minimum 176 Gb/s switch throughput, airflow from port to power supply, IEC 14-type power cables

Site 7: CSIR- 4PI, Bangalore

Sr No.	Ref. In tender	Clause in Tender	Corrigendum
1.	SECTION IV: SCHEDULE OF REQUIREMENTS	Managed 10G Fibre Switch – 24 Port: 24 x 10G SFP+ ports, 2 or 4 x 100G QSFP+ uplink ports, minimum 48 Tb/s switch throughput, airflow from port to power supply, IEC 14-type power cables.	Managed 10G Fibre Switch – 24 Port: 24 x 10G SFP+ ports, 2 or 4 x 100G QSFP+ uplink ports, minimum 880 Gb/s switch throughput, airflow from port to power supply, IEC 14-type power cables.
2.	SECTION IV: SCHEDULE OF REQUIREMENTS (Site 7: CSIR- 4PI, Bangalore)	Infiniband AOC splitter, IB twin port NDR, 800Gb/s to 2 x 400Gb/s, OSFP to 2 x OSFP, 10 m.	Infiniband AOC splitter, IB twin port NDR, 800Gb/s to 2 x 400Gb/s, OSFP to 2 x OSFP, 10m or the equivalent solution for the same (Transreceiver and MPO Cables) .
3.	SECTION IV: SCHEDULE OF REQUIREMENTS	Managed 1G Ethernet Switch – 48 Port: 48 x 1G Ethernet ports + 4 x 10G SFP+ uplink ports, minimum 128 Gb/s switch throughput, airflow from port to power supply, IEC 14-type power cables	Managed 1G Ethernet Switch – 48 Port: 48 x 1G Ethernet ports + 4 x 10G SFP+ uplink ports, minimum 176 Gb/s switch throughput, airflow from port to power supply, IEC 14-type power cables

Concept Information Technologies Pre bid queries -CDAC IB Interconnect - 120625

Sl #	Section / Page No.	Clause Reference	RFP Specs	Request for amendment / clarifications as per below-	CDAC Response
1	Section IV / Page 12	Cables	'Infiniband active copper splitter cable, InfiniBand NDR 800Gb/s to 2 x 400Gb/s, OSFP to 2 x OSFP, 2.0 M',	'Infiniband Passive copper splitter cable, InfiniBand NDR 800Gb/s to 2 x 400Gb/s, OSFP to 2 x OSFP, 2.0 M',	Refer Corrigendum
2	Section IV / Page 12	Cables	Infiniband active copper splitter cable, InfiniBand NDR 800Gb/s to 2 x 400Gb/s, OSFP to 2 x OSFP, 3.0 M',	Infiniband Passive copper splitter cable, InfiniBand NDR 800Gb/s to 2 x 400Gb/s, OSFP to 2 x OSFP, 3.0 M',	Refer Corrigendum
3	Section IV / Page 15	Cables	Infiniband active copper cable, IB twin port NDR, up to 800Gb/s, OSFP, 2m',	Infiniband Passive copper cable, IB twin port NDR, up to 800Gb/s, OSFP, 2m',	Refer Corrigendum
5	Section IV / Page 11	Transceivers	Infiniband twin port transceiver, 800Gbps, 2xNDR, OSFP, 2xMPO, 850nm MMF, SR8, up to 50m, finned'.	What is the purpose of this Transceiver ? Is it the switch side transceiver ?	Yes, this is for switch-to-switch connectivity.
6	Section IV / Page 16	Cables	Infiniband AOC splitter, IB twin port NDR, 800Gb/s to 2 x 400Gb/s, OSFP to 2 x OSFP, 10 m'.	Since this product is not available with OEM, we request you to pls consider the equivalent solution like set of " Infiniband passive fiber cable, MMF, MPO12 APC to MPO12 APC, 10m - 02 no." along with " Infiniband twin port transceiver, 800Gbps, 2xNDR, OSFP, 2xMPO, 850nm MMF, SR8, up to 50m, finned - 02 nos." per this cable	Refer Corrigendum
7	Site 1 to 7 (Page 10,11,12,13,14,16)	Managed 10G Fibre Switch – 48 Port:	Managed 10G Fibre Switch – 48 Port: 48 x 10G SFP+ ports, 2 or 4 x 100G QSFP+ uplink ports, minimum 1 Tb/s switch throughput, airflow from port to power supply, IEC 14-type power cables.	Managed 10G Fibre Switch – 48 Port: 48 x 10G SFP+ ports, 2 or 4 x 100G QSFP+ uplink ports, minimum 2 Tb/s switch throughput, airflow from port to power supply, IEC 14-type power cables.	Refer Corrigendum
8		Managed 10G Fibre Switch – 24 Port:	Managed 10G Fibre Switch – 24 Port: 24 x 10G SFP+ ports, 2 or 4 x 100G QSFP+ uplink ports, minimum 48 Tb/s switch throughput, airflow from port to power supply, IEC 14-type power cables.	Managed 10G Fibre Switch – 24 Port: 24 x 10G SFP+ ports, 2 or 4 x 100G QSFP+ uplink ports, minimum 1.5 Tb/s switch throughput, airflow from port to power supply, IEC 14-type power cables.	Refer Corrigendum
9		Managed 1G Ethernet Switch – 48 Port:	Managed 1G Ethernet Switch – 48 Port: 48 x 1G Ethernet ports + 4 x 10G SFP+ uplink ports, minimum 128 Gb/s switch throughput, airflow from port to power supply, IEC 14-type power cables.	Managed 1G Ethernet Switch – 48 Port: 48 x 1G Ethernet ports + 4 x 10G SFP+ uplink ports, minimum 176 Gb/s switch throughput, airflow from port to power supply, IEC 14-type power cables.	Refer Corrigendum
	Site 1 to 7	Operational efficiency	No clause	All ethernet switches should be of same ethernet switch OEM	No Change
	Site 1 to 7	Ethernet Switch Certification	No clause	The offered Ethernet product or any product from the offered product family/ product series should be VAPT certification.	No Change
	Site 1 to 7	Ethernet Switch OEM eligibility	No clause	Ethernet Switch OEM should be the Original Equipment Manufacturer having IPR, source code in India registered in their OEM and should not have the ToT of the products offered from the other OEM/ manufacturer.	No Change
1	Site 1 to 7	Ethernet switch IPv6 support	No clause	Offered product/ product series should be IPv6 logo ready approved and duly certified from day 1. The product/ product series should be published on DoT's approved IPv6 logo ready portal.	No Change

M/s. Microprint Computers Private Limited				
SI #	Section / Page No.	Clause Reference	Query from bidder	CDAC Response
1	SECTION IV - Site-1, 2, 3, 4, 5, 6, 7 /Page No. - 10, 11, 12,13, 14, 15,16	Managed 10G Fibre Switch - 24 Port: 24 x 10G SFP+ ports, 2 or 4 x 100G QSFP+ uplink ports, minimum 48 Tb/s switch throughput, airflow from port to power supply, IEC 14-type power cables	The tender specifies a throughput of 48 Tb/s, which appears to be significantly higher than what is typically offered by standard 10G switches—most 10G switches provide a throughput of around 480 Gbps. We kindly request you to revise the clause as follows: Managed 10G Fibre Switch – 24 Port: 24 x 10G SFP+ ports, 2 or 4 x 100G QSFP+ uplink ports, minimum 480 Gbps switching throughput, port to-power airflow, IEC C14-type power cables.	Refer Corrigendum.
2	SECTION IV - Site-3 / Page No. - 12	InfiniBand active copper splitter cable, InfiniBand NDR 800Gb/s to 2 x 400Gb/s, OSFP to 2 x OSFP, 2.0 M	The tender specifies a 2-meter active splitter InfiniBand copper cable. However, active splitter InfiniBand cables are typically available in lengths greater than 3 meters. We request clarification on this clause, as: • Passive copper splitter cables generally support lengths up to 3 meters • Active fiber splitter cables are typically used for lengths exceeding 3 meters Kindly confirm the intended cable length and type to ensure accurate compliance with the tender specifications.	Refer Corrigendum.
3	SECTION IV - Site-3 / Page No. - 12	InfiniBand active copper splitter cable, InfiniBand NDR 800Gb/s to 2 x 400Gb/s, OSFP to 2 x OSFP, 3.0 M	The tender specifies a 3-meter active splitter InfiniBand copper cable. However, active splitter InfiniBand cables are typically available in lengths greater than 3 meters. We request clarification on this clause, as: • Passive copper splitter cables generally support lengths up to 3 meters • Active fiber splitter cables are typically used for lengths exceeding 3 meters Kindly confirm the intended cable length and type to ensure accurate compliance with the tender specifications.	Refer Corrigendum.
4	SECTION IV - Site-6 / Page No. - 15	InfiniBand active copper cable, IB twin port NDR, up to 800Gb/s, OSFP, 2m	The tender specifies a 2-meter active splitter InfiniBand copper cable. However, active splitter InfiniBand cables are typically available in lengths greater than 3 meters. We request clarification on this clause, as: • Passive copper splitter cables generally support lengths up to 3 meters • Active fiber splitter cables are typically used for lengths exceeding 3 meters Kindly confirm the intended cable length and type to ensure accurate compliance with the tender specifications.	Refer Corrigendum.
5	GEM ONLINE PRICE BID	The clause regarding Reverse Auction (RA)	We seek clarification regarding the Reverse Auction (RA) process outlined in the tender. As per the current structure, all technically qualified bidders shall be invited to participate in the RA. The bid includes 135+ line items, each requiring individual price entry on the GeM portal. Given the limited 15-minute window for the RA, accurately entering and managing prices for all 135+ items within such a short timeframe presents a significant challenge. We therefore request your consideration to revise the pricing structure as follows: • Instead of individual pricing for 135+ line items, consolidate pricing at the location level (i.e., 7 locations – 7 consolidated prices), OR • Allow a single total Lumpsum price for the complete project during the RA stage. Post-RA, the winning bidder can be asked to submit the detailed price breakup for internal and audit purposes. This change will ensure a smoother and more practical RA process without	No Change.

M/s Netweb Technologies India Limited

S.No	Tender Page No.	Section/ Clause No.	Tender Clause	Bidder's Clarification Sought	C-DAC Response
1	Buyer uploaded ATC document - Page 4 of 29	SECTION I – INVITATION OF BIDS 8. Eligibility Criteria:	Missing clause for Manufacturer Authorization from Principal	We request CDAC to kindly clarify whether the bidder is required to submit a Bid specific Manufacturer Authorization Form (MAF) from Principal/s of Product(s) I.e switch , cables and host card adapters to be offered in Bid. Since there is no MAF is asked hence there is no restriction for bidders to quote 3rd party unrecognised products . Which will will lead to unfair competition as products offered of varied quality standards shall be competing with each other .	No Change.
2	Buyer uploaded ATC document - Page 13, 14, 15 of 29	SECTION IV: SCHEDULE OF REQUIREMENTS Site 4 : CR Rao Hyderabad Site 5: IUCAA, Pune Site 7: CSIR- 4PI, Bangalore	NDR InfiniBand Switch	Only 1 NDR Switch is required which will not provided no Single Point of Failure, We request C-DAC to kindly clarify/comment/change Switch Qty to 3 for Fat-Tree Non Blocking architecture for No Single Point Failure	No Change.
3	Buyer uploaded ATC document - Page 13, 14, 15 of 29	SECTION IV: SCHEDULE OF REQUIREMENTS: Scope of work including:	General Query	It is important to share with CDAC that BOQ defined in the tender document requires more clarity in terms of how CDAC has planned to deploy. For that purpose we request you to please share details of network layout on per site basis so that we can be sure of the network architecture and do not face any challenge at the time deployment .	Network Layout explained during the prebid meeting.



NATIONAL SUPERCOMPUTING MISSION

INFRASTRUCTURE | APPLICATIONS | R&D | HRD



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: +91-20-25868086 / 020-25503671-75

www.cdac.in / mmg@cdac.in

Additional Terms Conditions & detailed scope etc., to be read with GeM Bidding Document & will be binding on the bidders.

GeM Bid No & [CDACP/NSM-INTERCONNECT-VIII/25-26/440](#)

C-DAC invites bids `for Supply, Installation & support of Interconnect items/components etc. at seven sites', through the GeM portal.

Instruction for Online Bid Submission:

1. The bidders are required to submit soft copies of their bids electronically on the GeM Portal. More information useful for submitting online bids on the GeM Portal may be obtained at: [https:// Government e Marketplace \(GeM\) | National Public Procurement Portal, Government of India \(gem.gov.in\)](https://Government e Marketplace (GeM) | National Public Procurement Portal, Government of India (gem.gov.in)). For any queries at: [helpdesk-gem\[at\]gov\[dot\]in](mailto:helpdesk-gem[at]gov[dot]in)
Toll Free Numbers (Inbound): Call 1800-419-3436 / 1800-102-3436 (9:00 am - 10:00 pm Mon to Sat) Helpdesk Outbound No's :0755-6681401, 0755-6685120, 011-69095625, 011-69095640 Railway Helpline: 011-44022666 Defence Helpline: 0755-6681450 Helpdesk Walk-In Address: 2nd Floor, Jeevan Tara Building, 5-Sansad Marg, Near Patel Chowk, New Delhi-110001. (9:00am-06:00pm Mon to Fri) For Seller related tutorials visit <https://gem.gov.in/training/videos/sellers>.
2. In case of any doubts and/ or queries pertaining to technical solution, specifications terms and conditions of the bidding document, prospective bidder may send their queries in writing through e-mail (mmg@cdac.in). The queries, requests for clarifications etc. must be sent minimum 36 hrs prior to the Date/Time of pre-bid meeting. The bidders are requested to go through the entire bid 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 email/C-DAC's web site in due course of time. All the queries, doubts, clarifications etc. must be submitted in **word** format only as below.

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

Pre-Bid Meeting Link:

<https://hpct.webex.com/hpct/j.php?MTID=m23e9c792b761daa26c810d231766f461>

SECTION I – INVITATION OF BIDS

1. Introduction:

Centre for Development of Advanced Computing (C-DAC) - is a scientific society under the administrative control of Ministry of Electronics & Information Technology, Government of India. As a part of the project awarded under National Supercomputing Mission (NSM), C-DAC invites bids from eligible bidders for supply, installation of Interconnect items/components viz. Primary Communication Network Switches, Communication Network switches, Optical cables, other components for building HPC Cluster etc., as per Schedule of Requirements and other terms and conditions stipulated in this document through the GEM Portal. These items/components are required as 'Interconnect' solutions for building HPC Clusters with 'RUDRA Servers', at seven sites. The same are required for upgrading/enhancing the existing HPC facilities at various sites.

2. Technical e-Bid

The bidder must upload the copies of pdf documents as listed below:

- a. Copy of GST registration certificates, as applicable.
- b. The detailed technical solution/make/model offered as per **Schedule of Requirements**.
- c. Compliance statement indicating the compliance of the items, equipment, solution offered with the tender specifications.
- d. A copy of a certificate from a Chartered Accountant certifying the annual sales turnover of the bidder for the last 3 financial years.
- e. Other documents necessary in support of eligibility criteria, product catalogues, brochures etc.

Note: C-DAC reserves the right to reject the bid if any of the above listed document/s is not submitted.

3. Commercial Bid (as per format through GEM Portal)

Duly filled Commercial Bids as per GeM format (Unpriced-Price Bid Format), complete in all respects.

4. Opening of Technical bids:

The Technical bids will be opened on the date published on the GeM portal.

Note: Please do not put "Commercial Bid" (prices offered) in the technical bid documents e-packet. If the price offered is submitted / leaked with technical bid, the tender will be rejected at the sole discretion of C-DAC.

5. Opening of commercial bids:

Commercial bids of the qualified bidders only will be opened through GeM portal. The decision of C-DAC's bid evaluation committee in this regard will be final and binding on bidders. C-DAC's bid evaluation committee will be authorised to take appropriate decision on minor deviations, if any.

The date, time of opening of the commercial bids will be as published through the GeM portal to the qualified bidder as per the GeM policies.

6. Location for the Supply, Installation & Warranty Services:

The entire list of items comprising of Interconnect items/components as described in Schedule of Requirements must be supplied, installed & supported at respective seven

sites. (C-DAC reserve the rights to change the location(s) & will be informed accordingly, for any changes)

7. Delivery Period:

The Items, components etc. covered in this tender must be supplied, installed within **120 days** at respective sites from the date of placement of order/contract.

8. Eligibility Criteria:

The bidder must comply with the minimum eligibility criteria stipulated below.

- 8.1. The bidder must be a legal Indian entity registered under appropriate Law/ Act.
- 8.2. The Indian agent or System Integrators/dealer and the principal manufacturer (OEM) of the Interconnect items/components cannot bid simultaneously.
- 8.3. The bidder must offer for all the items required to complete the scope of supplies as given in Section IV of this document.
- 8.4. A photo copy of the commercial bid actually submitted **without prices** (prices masked) and copy of commercial terms and conditions (in detail) as included in the commercial bid. C-DAC reserves the right to reject the bid in case of any discrepancy observed in the un-priced commercial bid and the actual commercial bid.
- 8.5. The bidder must have supplied and installed InfiniBand Switches with a Cluster of a **minimum of 150 host ports** in India within the last 5 years in a single installation and provide the successful installation report from the end user.
- 8.6. The bidder must have minimum annual sales turnover of **Rs. 35 Crs.** (Rs. Thirty-five crores only) for each of last three financial years.
- 8.7. The copy of registration certificate or a declaration in compliance with the provisions stipulated in office memorandum F/No/6/18/2019-PPD dated 23 July 2020 issued by public procurement Division, Dept. of Expenditure, Ministry of Finance, GoI. Or latest notifications.

Certificates from respective OEMs/bidders declaring the country of OEM, country of manufacture and percentage of local contents for HDR InfiniBand, IB cables, 1G Ethernet switch, Gig E cables, 10G Ethernet switch and optical cables etc. (Refer order No. P-45021/2/2017-PP (BE-II). Dated 4th June, 2020 issued by Public Procurement Division, Department of Investment and Internal Trade, Ministry of Commerce, GoI.) or latest notifications.
- 8.8. The printed catalogue/leaflet/brochures/product links, published by the principal manufacturer of the items quoted to be submitted along with the Technical Bid.
- 8.9. C-DAC reserves the right to reject any bid not fulfilling the eligibility criteria.

Note: The bidder should provide sufficient documentary evidence (through the GeM portal) to support the eligibility criteria and exemptions mentioned. C-DAC reserves the right to reject any bid not fulfilling the eligibility criteria

9. 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 relevant and valid certificates in support of claim of exemption must be submitted.

➤ Bidders willing/eligible to claim the exemption (if any) need to upload the valid documents/certificates etc. at appropriate stages of the GeM portal.

10. Amendment to Bidding Documents

At any time prior to the deadline for submission of bids, C-DAC may, for any reason, whether on its own initiative or in response to the clarification request by a prospective bidder, modify the bid document.

10.1. The amendments to the documents, if any, will be notified by release of Corrigendum Notice on, GeM portal against this bid. The amendments/modifications will be binding on the bidders.

10.2. C-DAC at its discretion may extend the deadline for the submission of bids if it thinks necessary to do so or if the bid document undergoes changes during the bidding period, in order to give prospective bidders time to take into consideration the amendments while preparing their bids.

11. Period of validity of bids

C-DAC may ask for the bidder's consent to extend the period of validity. Such request and the response shall be made in writing only. The bidder is free not to accept such request without forfeiting the EMD/BG/ Annexure E. A bidder agreeing to the request for extension will not be permitted to modify his bid.

12. Bid Opening & Evaluation of Bids

The technical bids will be evaluated in two steps.

12.1. The bids will be examined based on eligibility criteria stipulated to shortlist the eligible bidders.

12.2. The technical bids of only the short-listed eligible bidders shall be evaluated based on technical specifications stipulated at Schedule of Requirements.

12.3. The bidders whose technical bid is found to meet both the requirements as specified above will qualify for opening of the commercial bid and will be informed about the date and time of the opening of the commercial bid through GEM Portal.

12.4. The duly constituted Tender Evaluation Committee (TEC) shall evaluate the bids. The TEC shall be empowered to take appropriate decisions on minor deviations, if any.

C-DAC reserves the right and has sole discretion to reject the lowest evaluated bid.

13. Award of Contract

13.1. C-DAC shall place the order(s)/contract on the eligible bidder whose technical bid has been accepted and determined as the lowest evaluated commercial bid, as reflected through GeM portal. However, C-DAC reserves the right and has sole discretion to reject the lowest bid.

14. Purchaser's Right to amend / cancel

14.1. C-DAC reserves the right to amend the eligibility criteria, commercial terms & conditions, Scope of Supply, quantities, technical specifications etc. The same shall be published on the Portals.

14.2. C-DAC reserves the right to cancel the entire or partially tender without assigning any reasons thereof.

- 14.3. C-DAC reserves the right to reject the bid submitted by the lowest evaluated bidder.

15. Corrupt or Fraudulent Practices

It is expected that the bidders who wish to bid for this project have highest standards of ethics.

- 15.1. 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;
- 15.2. 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.

16. Interpretation of the clauses in the Bid 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

- 1.1. The price quoted shall be considered firm and no price escalation will be permitted (except Govt. Statutory Levies, if changed by Govt after submission of the bid).
- 1.2. The bidder should exercise utmost care to quote/calculate the correct percentage of applicable GST on each item.
- 1.3. In case of any error/ oversight in GST amount quoted by the bidder, the bidder will not be permitted to rectify the error/oversight. The orders/ contract will be placed with the GST amounts quoted by the bidder or actual applicable amount (as on placement of order), whichever is LOWER. The difference amount payable, if any, between the quoted GST amount and applicable amount shall be borne by the bidder.
- 1.4. Notwithstanding the para mentioned above, if the GST is not quoted separately and the bid is silent whether GST is included or excluded in price, for the purpose of evaluation of bids, the prices shall be taken as quoted with GST. In this case, the order will be placed with the quoted price. The GST applicable, if any will be borne by the bidder/contractor
- 1.5. The prices will be compared on the basis of GST rates quoted/calculated by the bidder and as per the policies of GeM portal authorities. In case of errors, the bidders will not be permitted to change the GST percentage.
- 1.6. The prices quoted must be "All inclusive- till destination(s)", (including local freight, insurance, forwarding, loading/un-loading and all incidental charges till destination).
- 1.7. The responsibility, cost and risk of the consignment shall rest with the bidder till receipt of goods is acknowledged by the end user at site(s). However, such receipt/ acknowledgement shall not be treated as acceptance of goods.

2. Software Licenses: (if applicable)

The software licenses, if any, shall be required in the name of C-DAC, Pune. The licenses shall contain paper/electronic licenses (wherever applicable).

3. Security Deposit (SD):

The successful bidder will be required to furnish the Security Deposit in INR equivalent to 3% of the order value within 10 days of receipt of Supply Order. The Security Deposit should be submitted in the form of Bank Guarantee drawn in favour of C-DAC payable at Pune. The Security Deposit will be valid for the period till completion of supplies of all the items and will be returned upon completion of installation of all the items and on submission of Performance Bank Guarantee (PBG).

4. Performance Bank Guarantee (PBG):

The successful bidder will be required to furnish the Performance Guarantee towards the items supplied, in the form of a Bank Guarantee in INR equivalent to 3% amount of the total order value. This bank guarantee should be submitted along with the invoice after successful installation within 15 days. The Bank Guarantee shall remain valid for the period of 37 months from the date of acceptance. The PBG must be negotiable at a branch of issuing bank in India. In case of no warranty/services claims towards the items under warranty and services during the validity period of bank guarantee, the PBG will be returned on completion of warranty period.

C-DAC reserves the right to invoke the Performance Bank Guarantee(s) submitted by bidder, in case of the following:

- a. The Item/Components fail to achieve the performance as stipulated in this document or
- b. The bidder fails to provide the warranty and other services in scheduled time frame, as stipulated in this document or
- c. The bidder delays to provide the warranty services as stipulated in this document.

5. Completeness Responsibility:

Notwithstanding the scope of work, engineering, supply and 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 of the equipment 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”.

6. Warranty:

The Supplier warrants that all the Goods are new, unused, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the order. The supplier further warrants that all Goods supplied shall have no defect arising from design, materials or workmanship (except when the design and/or material is required by the Purchaser's specifications) or from any act or omission of the supplier. The warranty should be comprehensive on site, repair/replacement basis free of cost.

The supplier also warrants that the said goods would continue to conform to the description and quality aforesaid for a period of min. 3 years from the date of acceptance by the end user and that notwithstanding the facts that the Purchaser/ end user (Inspector) may have inspected and/or approved the said Goods. If during the aforesaid period of 3 years the Goods be discovered not to conform to the description

and quality aforesaid or have deteriorated Purchaser will be entitled to reject the Goods or such portion thereof as may be discovered not to conform to the said description and quality. On such rejection, the Goods will be at the supplier's risk and all the provisions herein contained relating to rejection of Goods, shall apply. The supplier if called upon to do so, shall replace within one month or such further period as may be extended by the Purchaser on his discretion on an application made thereof by the supplier the goods or such portion thereof as is rejected by Purchaser and in such an event the above mentioned warranty period shall apply to the Goods replaced from the date of acceptance of the replacement otherwise, the supplier shall pay to the Purchaser such damages as may arise by reason of breach of the conditions therein contained.

All the Goods supplied must have 3 (Three) years onsite comprehensive warranty with 24x7 support along with 8 hours response time and 48 hours resolution time, covering all parts & labor starting from the date after the successful installation and acceptance by C-DAC, Pune. During the warranty period, supplier will have to undertake comprehensive maintenance of all the items/components, support and accessories supplied at the place of installation of the equipment.

The defects, if any, during the guarantee/warranty period are to be rectified free of charge by arranging free replacement wherever necessary. Goods requiring warranty replacements must be replaced on free of cost basis.

Onsite comprehensive warranty and support for complete supplies for three years from the date of acceptance of the solution.

The warranty support will be backed by supplier by submitting a Performance Bank Guarantee.

7. Payments:

90% amount of the order value will be released on receipt of material (sets) at site(s) within 30 days.

Balance 10% amount shall be released on acceptance and against submission of PBG (3%). PBG must be submitted within 15 days from the date of acceptance report. In case of non-submission of PBG within 15 days, any loss due to fluctuation in foreign exchange rates or any other reasons will be at beneficiary account.

7.1. Applicable TDS will be deducted.

Note: All the payments are subject to submission of the valid and complete tax invoices.

8. Penalty for delayed Delivery /Services

8.1. In case, the supplier fails to complete any part of scope of the work (i.e. delivery, inspection, installation) or part thereof within the period as stipulated in the order, C-DAC reserves the right to recover from the supplier, as agreed liquidated damages and not by way of penalty, a sum of 0.5% of the price of total order value for each week or parts thereof, of the delay, subject to a maximum of 5% of basic contract value without taxes.

8.2. The period of delay in delivery and/or installation not attributed to the supplier, delay in site preparation, delay in submission of required documents by C-DAC etc. and the conditions arising out of Force Majeure will be excluded from delay period while calculating the delay period for penalties.

8.3. C-DAC reserves the right to cancel the order in case of delays of more than 10 weeks.

- 8.4. The bidder shall not be responsible for any delay caused due to a general industry-wide supply chain issue and/or delay due to reasons not attributable to the bidder, subject to the condition that the delays not attributable to the bidder should be substantiated by submitting the necessary and sufficient document/s from an authentic source as soon as such delay/expected delay is noticed by the bidder. C-DAC also reserves the right to verify the claim by the bidder from independent sources

(END OF SECTION III)

SECTION IV: SCHEDULE OF REQUIREMENTS

Interconnect items/components for building HPC Clusters at sites.

Site 1: IISc Bangalore

ITEMS	QTY
NDR InfiniBand Switch, 64 NDR ports, 32 OSFP ports, 2 Power Supplies (AC), Standard depth, Un-Managed, C2P airflow, Rail Kit	11
NDR InfiniBand Switch, 64 NDR ports, 32 OSFP ports, 2 Power Supplies (AC), Standard depth, Managed, C2P airflow, Rail Kit	2
Infiniband passive copper splitter cable, 800(2x400) Gbps to 4x200Gbps, OSFP to 4xOSFP, 1.0 m	15
Infiniband passive copper splitter cable, 800(2x400) Gbps to 4x200Gbps, OSFP to 4xOSFP, 1.5 m	16
Infiniband passive copper splitter cable, 800(2x400) Gbps to 4x200Gbps, OSFP to 4xOSFP, 2.0 m	49
Infiniband passive copper splitter cable, 800(2x400) Gbps to 4x200Gbps, OSFP to 4xOSFP, 3.0 m	13
Infiniband active copper splitter cable, InfiniBand NDR 800Gb/s to 2 x 400Gb/s, OSFP to 2 x OSFP, 5.0 M	30
Infiniband active copper cable, IB twin port NDR, up to 800Gb/s, OSFP,5m	34
Infiniband twin port transceiver, 800Gbps,2xNDR, OSFP, 2xMPO, 850nm MMF, SR8, up to 50m, finned	200
Infiniband passive fiber cable, MMF, MPO12 APC to MPO12 APC, 10m	200
Managed 10G Fibre Switch – 48 Port: 48 x 10G SFP+ ports, 2 or 4 x 100G QSFP+ uplink ports, minimum 1 Tb/s switch throughput, airflow from port to power supply, IEC 14-type power cables.	1
Managed 10G Fibre Switch – 24 Port: 24 x 10G SFP+ ports, 2 or 4 x 100G QSFP+ uplink ports, minimum 48 Tb/s switch throughput, airflow from port to power supply, IEC 14-type power cables.	1
Managed 1G Ethernet Switch – 48 Port: 48 x 1G Ethernet ports + 4 x 10G SFP+ uplink ports, minimum 176 Gb/s switch throughput, airflow from port to power supply, IEC 14-type power cables.	22
Managed 1G Ethernet Switch – 24 Port: 24 x 1G Ethernet ports + 4 x 10G SFP+ uplink ports, minimum 128 Gb/s switch throughput, airflow from port to power supply, IEC 14-type power cables.	2
10G SFP+ Multimode LC transceivers	50
10-meters of LC-to-LC Multimode optical cables	25
SFP+ to RJ45 converter	21
2-meter CAT6A cables	387
3-meter CAT6A cables	395

10-meter CAT6A cables	50
-----------------------	----

Site 2: IIT Kanpur

ITEMS	QTY
NDR InfiniBand Switch, 64 NDR ports, 32 OSFP ports, 2 Power Supplies (AC), Standard depth, Un-Managed, C2P airflow, Rail Kit	10
NDR InfiniBand Switch, 64 NDR ports, 32 OSFP ports, 2 Power Supplies (AC), Standard depth, Managed, C2P airflow, Rail Kit	2
Infiniband passive copper splitter cable, 800(2x400) Gbps to 4x200Gbps, OSFP to 4xOSFP, 1.0 m	13
Infiniband passive copper splitter cable, 800(2x400) Gbps to 4x200Gbps, OSFP to 4xOSFP, 1.5 m	14
Infiniband passive copper splitter cable, 800(2x400) Gbps to 4x200Gbps, OSFP to 4xOSFP, 2.0 m	42
Infiniband passive copper splitter cable, 800(2x400) Gbps to 4x200Gbps, OSFP to 4xOSFP, 3.0 m	15
Infiniband active copper splitter cable, InfiniBand NDR 800Gb/s to 4 x 200Gb/s, OSFP to 4 x OSFP, 5.0 M	9
Infiniband active copper splitter cable, InfiniBand NDR 800Gb/s to 2 x 400Gb/s, OSFP to 2 x OSFP, 5.0 M	15
Infiniband active copper cable, IB twin port NDR, up to 800Gb/s, OSFP,5m	34
Infiniband twin port transceiver, 800Gbps,2xNDR, OSFP, 2xMPO, 850nm MMF, SR8, up to 50m, finned	184
Infiniband passive fiber cable, MMF, MPO12 APC to MPO12 APC, 10m	184
Managed 10G Fibre Switch – 48 Port: 48 x 10G SFP+ ports, 2 or 4 x 100G QSFP+ uplink ports, minimum 1 Tb/s switch throughput, airflow from port to power supply, IEC 14-type power cables	1
Managed 10G Fibre Switch – 24 Port: 24 x 10G SFP+ ports, 2 or 4 x 100G QSFP+ uplink ports, minimum 48 Tb/s switch throughput, airflow from port to power supply, IEC 14-type power cables.	1
Managed 1G Ethernet Switch – 48 Port: 48 x 1G Ethernet ports + 4 x 10G SFP+ uplink ports, minimum 176 Gb/s switch throughput, airflow from port to power supply, IEC 14-type power cables.	20
Managed 1G Ethernet Switch – 24 Port: 24 x 1G Ethernet ports + 4 x 10G SFP+ uplink ports, minimum 128 Gb/s switch throughput, airflow from port to power supply, IEC 14-type power cables.	2
10G SFP+ Multimode LC transceivers	44
10-meters of LC-to-LC Multimode optical cables	22
SFP+ to RJ45 converter	21
2-meter CAT6A cables	350

3-meter CAT6A cables	370
10-meter CAT6A cables	53

Site 3: IIT Kharagpur

ITEMS	QTY
NDR InfiniBand Switch, 64 NDR ports, 32 OSFP ports, 2 Power Supplies (AC), Standard depth, Un-Managed, C2P airflow, Rail Kit	8
NDR InfiniBand Switch, 64 NDR ports, 32 OSFP ports, 2 Power Supplies (AC), Standard depth, Managed, C2P airflow, Rail Kit	2
Infiniband passive copper splitter cable, 800(2x400) Gbps to 4x200Gbps, OSFP to 4xOSFP, 1.0 m	9
Infiniband passive copper splitter cable, 800(2x400) Gbps to 4x200Gbps, OSFP to 4xOSFP, 1.5 m	10
Infiniband passive copper splitter cable, 800(2x400) Gbps to 4x200Gbps, OSFP to 4xOSFP, 2.0 m	31
Infiniband passive copper splitter cable, 800(2x400) Gbps to 4x200Gbps, OSFP to 4xOSFP, 3.0 m	16
Infiniband active copper splitter cable, InfiniBand NDR 800Gb/s to 4 x 200Gb/s, OSFP to 4 x OSFP, 5.0 M	11
Infiniband active copper splitter cable, InfiniBand NDR 800Gb/s to 2 x 400Gb/s, OSFP to 2 x OSFP, 2.0 M	4
Infiniband active copper splitter cable, InfiniBand NDR 800Gb/s to 2 x 400Gb/s, OSFP to 2 x OSFP, 3.0 M	5
Infiniband active copper splitter cable, InfiniBand NDR 800Gb/s to 2 x 400Gb/s, OSFP to 2 x OSFP, 5.0 M	2
Infiniband active copper cable, IB twin port NDR, up to 800Gb/s, OSFP,5m	34
Infiniband twin port transceiver, 800Gbps,2xNDR, OSFP, 2xMPO, 850nm MMF, SR8, up to 50m, finned	168
Infiniband passive fiber cable, MMF, MPO12 APC to MPO12 APC, 10m	168
Managed 10G Fibre Switch – 48 Port: 48 x 10G SFP+ ports, 2 or 4 x 100G QSFP+ uplink ports, minimum 1 Tb/s switch throughput, airflow from port to power supply, IEC 14-type power cables.	1
Managed 10G Fibre Switch – 24 Port: 24 x 10G SFP+ ports, 2 or 4 x 100G QSFP+ uplink ports, minimum 48 Tb/s switch throughput, airflow from port to power supply, IEC 14-type power cables.	1
Managed 1G Ethernet Switch – 48 Port: 48 x 1G Ethernet ports + 4 x 10G SFP+ uplink ports, minimum 128 Gb/s switch throughput, airflow from port to power supply, IEC 14-type power cables.	17
10G SFP+ Multimode LC transceivers	34
10-meters of LC-to-LC Multimode optical cables	17

SFP+ to RJ45 converter	21
2-meter CAT6A cables	254
3-meter CAT6A cables	346
10-meter CAT6A cables	49

Site 4: CR Rao Hyderabad

ITEMS	QTY
NDR InfiniBand Switch, 64 NDR ports, 32 OSFP ports, 2 Power Supplies (AC), Standard depth, Managed, C2P airflow, Rail Kit	1
Infiniband passive copper splitter cable, 800(2x400) Gbps to 4x200Gbps, OSFP to 4xOSFP, 1.0 m	2
Infiniband passive copper splitter cable, 800(2x400) Gbps to 4x200Gbps, OSFP to 4xOSFP, 1.5 m	2
Infiniband passive copper splitter cable, 800(2x400) Gbps to 4x200Gbps, OSFP to 4xOSFP, 2.0 m	7
Infiniband passive copper splitter cable, 800(2x400) Gbps to 4x200Gbps, OSFP to 4xOSFP, 3.0 m	2
Infiniband active copper splitter cable, InfiniBand NDR 800Gb/s to 4 x 200Gb/s, OSFP to 4 x OSFP, 5.0 M	12
Infiniband active copper splitter cable, InfiniBand NDR 800Gb/s to 2 x 400Gb/s, OSFP to 2 x OSFP, 5.0 M	2
Managed 10G Fibre Switch – 24 Port: 24 x 10G SFP+ ports, 2 or 4 x 100G QSFP+ uplink ports, minimum 48 Tb/s switch throughput, airflow from port to power supply, IEC 14-type power cables.	1
Managed 1G Ethernet Switch – 48 Port: 48 x 1G Ethernet ports + 4 x 10G SFP+ uplink ports, minimum 176 Gb/s switch throughput, airflow from port to power supply, IEC 14-type power cables.	5
Managed 1G Ethernet Switch – 24 Port: 24 x 1G Ethernet ports + 4 x 10G SFP+ uplink ports, minimum 128 Gb/s switch throughput, airflow from port to power supply, IEC 14-type power cables.	1
10G SFP+ Multimode LC transceivers	13
10-meters of LC-to-LC Multimode optical cables	7
SFP+ to RJ45 converter	10
2-meter CAT6A cables	100
3-meter CAT6A cables	100
10-meter CAT6A cables	12

Site 5: IUCAA, Pune

ITEMS	QTY
-------	-----

NDR InfiniBand Switch, 64 NDR ports, 32 OSFP ports, 2 Power Supplies (AC), Standard depth, Managed, C2P airflow, Rail Kit	1
Infiniband passive copper splitter cable, 800(2x400) Gbps to 4x200Gbps, OSFP to 4xOSFP, 1.0 m	2
Infiniband passive copper splitter cable, 800(2x400) Gbps to 4x200Gbps, OSFP to 4xOSFP, 1.5 m	2
Infiniband passive copper splitter cable, 800(2x400) Gbps to 4x200Gbps, OSFP to 4xOSFP, 2.0 m	7
Infiniband passive copper splitter cable, 800(2x400) Gbps to 4x200Gbps, OSFP to 4xOSFP, 3.0 m	2
Infiniband active copper splitter cable, InfiniBand NDR 800Gb/s to 4 x 200Gb/s, OSFP to 4 x OSFP, 5.0 M	12
Infiniband active copper splitter cable, InfiniBand NDR 800Gb/s to 2 x 400Gb/s, OSFP to 2 x OSFP, 5.0 M	2
Managed 10G Fibre Switch – 24 Port: 24 x 10G SFP+ ports, 2 or 4 x 100G QSFP+ uplink ports, minimum 48 Tb/s switch throughput, airflow from port to power supply, IEC 14-type power cables.	1
Managed 1G Ethernet Switch – 48 Port: 48 x 1G Ethernet ports + 4 x 10G SFP+ uplink ports, minimum 176 Gb/s switch throughput, airflow from port to power supply, IEC 14-type power cables.	5
Managed 1G Ethernet Switch – 24 Port: 24 x 1G Ethernet ports + 4 x 10G SFP+ uplink ports, minimum 128 Gb/s switch throughput, airflow from port to power supply, IEC 14-type power cables.	1
10G SFP+ Multimode LC transceivers	13
10-meters of LC-to-LC Multimode optical cables	7
SFP+ to RJ45 converter	10
2-meter CAT6A cables	100
3-meter CAT6A cables	100
10-meter CAT6A cables	12

Site 6: C-DAC Pune

ITEMS	QTY
NDR InfiniBand Switch, 64 NDR ports, 32 OSFP ports, 2 Power Supplies (AC), Standard depth, unmanaged, C2P airflow, Rail Kit	6
NDR InfiniBand Switch, 64 NDR ports, 32 OSFP ports, 2 Power Supplies (AC), Standard depth, Managed, C2P airflow, Rail Kit	2
Infiniband passive copper splitter cable, 800(2x400) Gbps to 4x200Gbps, OSFP to 4xOSFP, 1.0 m	9
Infiniband passive copper splitter cable, 800(2x400) Gbps to 4x200Gbps, OSFP to 4xOSFP, 1.5 m	9

Infiniband passive copper splitter cable, 800(2x400) Gbps to 4x200Gbps, OSFP to 4xOSFP, 2.0 m	7
Infiniband passive copper splitter cable, 800(2x400) Gbps to 4x200Gbps, OSFP to 4xOSFP, 3.0 m	14
Infiniband passive copper splitter cable, 800(2x400) Gbps to 2x400Gbps, OSFP to 2xOSFP, 2.0 m	9
Infiniband passive copper splitter cable, 800(2x400) Gbps to 2x400Gbps, OSFP to 2xOSFP, 3.0 m	9
Infiniband active copper splitter cable, InfiniBand NDR 800Gb/s to 2 x 400Gb/s, OSFP to 2 x OSFP, 5.0 M	2
Infiniband active copper cable, IB twin port NDR, up to 800Gb/s, OSFP,2m	17
Infiniband active copper cable, IB twin port NDR, up to 800Gb/s, OSFP,5m	34
Infiniband twin port transceiver, 800Gbps, 2xNDR, OSFP, 2xMPO, 850nm MMF, SR8, up to 50m, finned	34
Infiniband passive fiber cable, MMF, MPO12 APC to MPO12 APC, 10m	34
Managed 10G Fibre Switch – 24 Port: 24 x 10G SFP+ ports, 2 or 4 x 100G QSFP+ uplink ports, minimum 48 Tb/s switch throughput, airflow from port to power supply, IEC 14-type power cables.	1
10G SFP+ Multimode LC transceivers	17
10-meters of LC-to-LC Multimode optical cables	9
Managed 1G Ethernet Switch – 48 Port: 48 x 1G Ethernet ports + 4 x 10G SFP+ uplink ports, minimum 128 Gb/s switch throughput, airflow from port to power supply, IEC 14-type power cables.	9
SFP+ to RJ45 converter	11
2-meter CAT6A cables	170
3-meter CAT6A cables	158
10-meter CAT6A cables	22

Site 7: CSIR- 4PI, Bangalore

ITEMS	Total
NDR InfiniBand Switch, 64 NDR ports, 32 OSFP ports, 2 Power Supplies (AC), Standard depth, Managed, C2P airflow, Rail Kit	1
Infiniband passive copper splitter cable, 800(2x400) Gbps to 4x200Gbps, OSFP to 4xOSFP, 2.0 m	1
Infiniband passive copper splitter cable, 800(2x400) Gbps to 2x400Gbps, OSFP to 2xOSFP, 2.0 m	4
Infiniband passive copper splitter cable, 800(2x400) Gbps to 2x400Gbps, OSFP to 2xOSFP, 3.0 m	3

Infiniband active copper splitter cable, InfiniBand NDR 800Gb/s to 4 x 200Gb/s, OSFP to 4 x OSFP, 5.0 M	2
Infiniband active copper splitter cable, InfiniBand NDR 800Gb/s to 2 x 400Gb/s, OSFP to 2 x OSFP, 5.0 M	13
Managed 1G Ethernet Switch – 48 Port: 48 x 1G Ethernet ports + 4 x 10G SFP+ uplink ports, minimum 128 Gb/s switch throughput, airflow from port to power supply, IEC 14-type power cables.	2
Infiniband AOC splitter, IB twin port NDR, 800Gb/s to 2 x 400Gb/s, OSFP to 2 x OSFP, 10 m	2
Managed 10G Fibre Switch – 24 Port: 24 x 10G SFP+ ports, 2 or 4 x 100G QSFP+ uplink ports, minimum 48 Tb/s switch throughput, airflow from port to power supply, IEC 14-type power cables.	1
10G SFP+ Multimode LC transceivers	2
10-meters of LC-to-LC Multimode optical cables	1
SFP+ to RJ45 converter	11
2-meter CAT6A cables	15
3-meter CAT6A cables	11
10-meter CAT6A cables	44

Scope of work including:

- Bidder/OEM needs to support during integration of interconnect with the HPC system
- Bidder should provide the total cooling and Power rating of the quoted hardware
- Documentation and Manuals of all the hardware to be supplied.
- Configure the switches as per C-DAC's requirement.
- 3 years standard warranty (onsite-comprehensive basis)

Note:

Bidder to offer for all the items mandatorily. Partial offer will be summarily rejected. The components are non-splitable neither quantity-wise nor item-wise. The total lowest offer for all the components above will be considered for awarding Contract as per GeM portal.

(END OF SECTION IV)

SECTION- V: TECHNICAL BID

Name of Bidder:

Detail Address:

Contact Person:

Mobile No:

INTERCONNECT PRODUCTS/COMPONENTS OFFERED:

Sr No.	Description	Make/Model No. offered	Applicable GST
---------------	--------------------	-------------------------------	-----------------------

1.			
-----------	--	--	--

2.			
-----------	--	--	--

3.			
-----------	--	--	--

4.			
-----------	--	--	--

5.			
-----------	--	--	--

Bidder may add for the items required to cover the entire scope as per the Schedule of Requirements etc.

NOTES:

(END OF SECTION – V)

SECTION – VI: UNPRICED / PRICE BID (B.O.Q. Format)

UNPRICED – PRICE BID FORMAT					
Sr. No.	Particulars	Unit	Quantity	Rate	Total Amount including Applicable GST
	Interconnect items Set - Supply, installation, testing, support etc. as per sites.				
	Site 1 IISc Bangalore				
1	S-1-IB Switch-Un-Managed	Nos	11		
2	S-1-IB Switch Managed	Nos	2		
3	S-1-Copper splitter cable 1.0	Nos	15		
4	S-1-Copper splitter cable 1.5	Nos	16		
5	S-1-Copper splitter cable 2.0	Nos	49		
6	S-1-Copper splitter cable 3.0	Nos	13		
7	S-1-Copper splitter cable 5.0	Nos	30		
8	S-1-Copper cable 5.0	Nos	34		
9	S-1-Transceiver finned	Nos	200		
10	S-1-Fiber cable 10.0	Nos	200		
11	S-1-Switch 48 ports managed	Nos	1		
12	S-1-Switch 24 ports managed	Nos	1		
13	S-1-Managed switch 48 ports	Nos	22		
14	S-1-Managed 1G switch 24 ports	Nos	2		
15	S-1-Multimode transceiver	Nos	50		
16	S-1-Optical cable 10.0	Nos	25		
17	S-1-Converter	Nos	21		
18	S-1-Cable 2.0	Nos	387		
19	S-1-Cable 3.0	Nos	395		
20	S-1-Cable 10.0	Nos	50		
	Site 2 IIT Kanpur				
21	S-2-IB Switch Un-Managed	Nos	10		
22	S-2-IB Switch Managed	Nos	2		
23	S-2-Copper splitter cable 1.0	Nos	13		
24	S-2-Copper splitter cable 1.5	Nos	14		
25	S-2-Copper splitter cable 2.0	Nos	42		
26	S-2-Copper splitter cable 3.0	Nos	15		
27	S-2-Copper splitter cable 200gbps 5.0	Nos	9		
28	S-2-Copper splitter cable 5.0	Nos	15		
29	S-2-Copper cable 5.0	Nos	34		
30	S-2-Transceiver	Nos	184		
31	S-2-Fiber cable	Nos	184		
32	S-2-Switch 48 ports managed	Nos	1		

33	S-2-Switch 24 ports managed	Nos	1		
34	S-2-Managed switch 48 ports	Nos	20		
35	S-2-Managed switch 24ports	Nos	2		
36	S-2-Multimode transceiver	Nos	44		
37	S-2-Optical cable	Nos	22		
38	S-2-Converter	Nos	21		
39	S-2-Cable 2.0	Nos	350		
40	S-2-Cable 3.0	Nos	370		
41	S-2-Cable 10.0	Nos	53		
	Site 3 IIT Kharagpur				
42	S-3-IB Switch Un Managed	Nos	8		
43	S-3-IB Switch Managed	Nos	2		
44	S-3-Copper splitter cable 1.0	Nos	9		
45	S-3-Copper splitter cable 1.5	Nos	10		
46	S-3-Copper splitter cable 2.0	Nos	31		
47	S-3-Copper splitter cable 3.0	Nos	16		
48	S-3-Copper splitter cable 200gbps 5.0	Nos	11		
49	S-3-Copper splitter cable 2.0	Nos	4		
50	S-3-Copper splitter cable 3.0	Nos	5		
51	S-3-Copper splitter cable 5.0	Nos	2		
52	S-3-Copper cable OSFP 5.0	Nos	34		
53	S-3-Twin port Transceiver Finned	Nos	168		
54	S-3-Fiber Cable 10.0	Nos	168		
55	S-3-Switch 48 ports managed	Nos	1		
56	S-3-Switch 24 ports managed	Nos	1		
57	S-3-Managed switch 48 ports	Nos	17		
58	S-3-Multimode transceiver	Nos	34		
59	S-3-Optical cable	Nos	17		
60	S-3-Converter	Nos	21		
61	S-3-Cable 2.0	Nos	254		
62	S-3-Cable 3.0	Nos	346		
63	S-3-Cable 10.0	Nos	49		
	Site 4 CR Rao Hyderabad				
64	S-4-B Switch Managed	Nos	1		
65	S-4-Copper splitter cable 1.0	Nos	2		
66	S-4-Copper splitter cable 1.5	Nos	2		
67	S-4-Copper splitter cable 2.0	Nos	7		
68	S-4-Copper splitter cable 3.0	Nos	2		
69	S-4-Copper splitter cable 200gbps 5.0	Nos	12		
70	S-4-Copper splitter cable 5.0	Nos	2		
71	S-4-Switch 24 ports managed	Nos	1		
72	S-4-Managed switch 48 ports	Nos	5		
73	S-4-Managed switch 24 ports	Nos	1		
74	S-4-Multimode transceiver	Nos	13		

75	S-4-Optical cable	Nos	7		
76	S-4-Converter	Nos	10		
77	S-4-Cable 2.0	Nos	100		
78	S-4-Cable 3.0	Nos	100		
79	S-4-Cable 10.0	Nos	12		
	Site 5 IUCAA, Pune				
80	S-5-IB Switch Managed	Nos	1		
81	S-5-Copper splitter cable 1.0	Nos	2		
82	S-5-Copper splitter cable 1.5	Nos	2		
83	S-5-Copper splitter cable 2.0	Nos	7		
84	S-5-Copper splitter cable 3.0	Nos	2		
85	S-5-Copper splitter cable 200gbps 5.0	Nos	12		
86	S-5-Copper splitter cable 5.0	Nos	2		
87	S-5-Switch 24 ports managed	Nos	1		
88	S-5-Managed switch 48 ports	Nos	5		
89	S-5-Managed switch 24 ports	Nos	1		
90	S-5-Multimode transceiver	Nos	13		
91	S-5-Optical cable	Nos	7		
92	S-5-Converter	Nos	10		
93	S-5-Cable 2.0	Nos	100		
94	S-5-Cable 3.0	Nos	100		
95	S-5-Cable 10.0	Nos	12		
	Site 6 C-DAC Pune				
112	S-6-IB Switch Un managed	Nos	6		
113	S-6-IB Switch managed	Nos	2		
114	S-6-Copper splitter cable 1.0	Nos	9		
115	S-6-Copper splitter cable 1.5	Nos	9		
116	S-6-Copper splitter cable 200gbps 2.0	Nos	7		
117	S-6-Copper splitter cable 3.0	Nos	14		
118	S-6-Copper splitter cable 2.0	Nos	9		
119	S-6-Copper splitter cable 3.0	Nos	9		
120	S-6-Copper splitter cable 5.0	Nos	2		
121	S-6-Copper cable 2.0	Nos	17		
122	S-6-Copper cable 5.0	Nos	34		
123	S-6-Transceiver	Nos	34		
124	S-6-Fiber cable 10.0	Nos	34		
125	S-6-Switch 24 ports managed	Nos	1		
126	S-6-Multimode transceiver	Nos	17		
127	S-6-Optical cable	Nos	9		
128	S-6-Managed switch 48 ports	Nos	9		
129	S-6-Converter	Nos	11		
130	S-6-Cable 2.0	Nos	170		
131	S-6-Cable 3.0	Nos	158		
132	S-6-Cable 10.0	Nos	22		

	Site 7 CSIR-4PI, Bangalore				
133	S-7-IB Switch 64NDR ports managed	Nos	1		
134	S-7-Copper splitter cable 200gbps 2.0	Nos	1		
135	S-7-Copper splitter cable 2.0	Nos	4		
136	S-7-Copper splitter cable 3.0	Nos	3		
137	S-7-Copper splitter cable 200gbps 5.0	Nos	2		
138	S-7-Copper splitter cable 5.0	Nos	13		
139	S-7-Managed switch 48 ports	Nos	2		
140	S-7-Splitter	Nos	2		
141	S-7-Switch 24 ports managed	Nos	1		
142	S-7-Multimode transceiver	Nos	2		
143	S-7-Optical cable 10.0	Nos	1		
144	S-7-Converter	Nos	11		
145	S-7-Cable 2.0	Nos	15		
146	S-7-Cable 3.0	Nos	11		
147	S-7-Cable 10.0	Nos	44		
148	Any other items /components required to complete the scope (at all the sites)	Lot	1		
149	Any other charges required to complete the Solutions in total (at all the sites.)	Job	1		
150	Charges towards - Installation, commissioning, testing etc. for all the sites.	Job	1		
	Total Rs. (Including applicable GST - F.O.R. Site Basis)				

Note: The successful bidder needs to submit the detailed item-wise price break-up prior to placing an order/contract, (if any).

MANDATORY ANNEXURE (Declaration/Undertaking- As per Notification)

Annexure - Certificate from bidder/OEM

Ref: GEM Bid &

We hereby certify that the goods being offered by us vide our proposal, comply with the provisions of Order No. No. **P-45021/2/2017-PP (BE-II)-Part (4) Vol. II**, Government of India, Ministry of Commerce and Industry, Department for Promotion of Industry and Internal Trade (Public Procurement Section). **Dated: 19 July,2024** or Latest Notifications, if any.

We hereby certify the details pertaining to goods offered by us, as given below: (Bidder to add rows, as required & mention the *% of local contents against each item and consolidated % of local contents).

Sr. No	Item Description, Make, Model	Country of origin of OEM	Country of Manufacture of item	Country of Shipment	*Percentage of <u>local contents</u> as defined by order number W-43/4/2019-IPHW- MeitY, dated 7th September, 2020 issued by IPWH division of MeitY, Gol or Latest Notifications.	
					% per item	Consolidated % of Local contents.
1						
2						
3						

(*While declaring the Local content percentage, the (DPIIT-PP) OM No. P-45021/102/2019-BE-II-Part (1) (E-50310) Dt. 4 March 2021 – must be taken into consideration by the bidders/OEMs)

We also certify that, we are not from a country sharing land border with India as defined in order No. F/No/6/18/2019-PPD dated 23 July 2020 issued by public procurement Division, Dept. of Expenditure, Ministry of Finance, Gol and the goods offered by us comply with the provisions of said order. CDAC reserves the right to accept / Reject / Cancel the bid/inquiry, at its sole discretion, based on the responses received against the MII declaration submitted by the bidders / vendors / OEM, and may try to seek approvals from the respective competent authorities, to proceed.

For (Name of bidder)

Authorized Signatory

Name & Designation:

Mobile No:

Note: In cases of procurement for a value in excess of Rs. 10 crores, the 'Class-I local supplier'/ 'Class-II local supplier' shall be required to provide a certificate from the *statutory auditor or cost auditor* of the company (in the 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.

Annexure - INTEGRITY PACT

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

Ref GeM Bid No: _____ / Contract No.: _____

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 off 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 9

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, all partners or consortium members must sign this Pact.
- 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 DOCUMENT)