

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 to 676/ 25868086

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www.cdac.in / mmg@cdac.in

**C-DAC invites ON-LINE bids through
Government e-Marketplace (GeM)
for Supply, Installation, and Integration of Rack Server-for
CDAC Pune.**

SECTION I: INVITATION FOR BIDS (IFB)

1. 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” bids through GEM** from eligible bidders for Supply, Installation, and Integration of Rack Server for CDAC Innovation Park, Pune as per schedule of requirements, terms and conditions stipulated in this document.
2. Contact Information:
Materials Management Group
2ND Floor
Centre for Development of Advanced Computing (C-DAC)
Innovation Park, PANCHAVATI, Pashan Road, Pune 411009.
Tel No.: +91-20-2550 3671 to 676 Fax No.: +91-20-25694004
E-mail: mmg@cdac.in
3. Documents to be submitted along with bid:
 - a) Covering letter, as per **Annexure A**
 - b) Authority letter, as per **Annexure B**.
 - c) Un-priced commercials as per Annexure 1 (**Note: Do not mention price in this document**)
 - d) 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.
 - e) Copies of PAN and GST registration certificates, as applicable.
 - f) Copies of documents in support of eligibility requirements stipulated at para 4 Section - II.
 - g) 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.
 - h) Performance Bank Guarantee (whenever applicable) as per **Annexure D**.
 - i) EMD to be submitted as per the GeM Bid document/published on website. Exemption if sought should be accompanied with appropriate documents and **Annexure E**.
 - j) Declaration as per **Annexure F** (restrictions on procurement from a bidder of a country which shares a land border with India).
 - k) Declaration as per **Annexure G** (compliance to Gol OM regarding Make in India).
 - l) Bidder shall submit the online links / documents and Data / specifications sheets pertaining to the quoted items.
 - m) Integrity pact as per format provided in **Annexure H**.

Note: C-DAC reserves the right to reject the bid if any of the above listed documents are not submitted or incomplete / not in order.

(END OF SECTION I)

SECTION II: INSTRUCTIONS TO BIDDERS (ITB)

1. Locations for Supply, Installation and Integration:

CDAC Pune as per the consignee address (mentioned in GeM Bid Document)

2. Execution and Delivery period:

All the components shall be supplied as per the GEM standard delivery schedule (current delivery schedule is 50 days including delivery, installation, testing, commissioning, acceptance and training) from the date of placement of contract / order.

3. Training:

Hands-on training shall be carried out for the supplied offered solution within 02 weeks from the date of acceptance by C-DAC after completion of complete solution. Total scope of work to be completed within the period of 50days.

(Including the training).

4. Eligibility 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 para 3 in Section - I.
- b) The bidder should have average annual turnover of minimum Rs. 1.00 Cr. during the last three financial years ending on 31st March 2024. Bidder shall submit the Audited Financials certified by the Chartered Accountant / Cost Accountant.
- c) The bidder must have service support center in Pune in order to comply with the necessary support and warranty terms (4hrs. response and NBD resolution). Bidder need to submit the declaration letter in this regard.
- d) Bidder and OEM need to provide Single point of contact and also share the support and escalation matrix with details like e-Mail IDs and Phone nos.
- e) **Manufacturer authorization:** Manufacturers Authorization Form (MAF)/ Certificate from OEM for supply of Servers 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.
- f) OEM / Bidder shall declare that, the quoted products should not be under end of life, and that the end of support should be available for the next 5 years from the date of supply.
- g) OEM / Bidder shall declare that, the quoted products are brand new and not re-furbished and repaired products. The products so provided should be the latest available.
- h) **Past Experience of Similar supplies / work:** The Bidder must have successfully executed / completed delivery of such solution comprising of Servers to Govt. Institutes/ PSUs in last 3 years as mentioned below:
 - **Single order of 1 crores OR**
 - **Two orders of 50 Lacs OR**
 - **Four orders of 25 Lacs.**

Copies of contracts / work orders and documentary evidence of successful execution / completion in support of Past Experience of Similar work along with names, address and contact details of clients shall be uploaded with the bid for verification by the Buyer.

Similar supply / work: Shall include supply and deployment of Rack Servers. No exemption towards experience criteria shall be provided to the bidder considering the criticality of the project.

- i) The bidder must agree to provide and execute the entire scope of work involved as per section - IV.
- j) 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.
- k) The bidder must comply with the provisions of Office Memorandum: Order (Public Procurement No. 4) No. F.No.7/10/2021-PPD(1) of Public Procurement Division, Department of Expenditure, Ministry of Finance dated 23rd Feb 2023 and further Order/OMs regarding restrictions on procurement from a bidder of a country which shares a land border with India.
- l) The solution offered must 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.

Note:

- a) The bidders should provide necessary and sufficient documentary evidence to support the eligibility criteria stipulated above. C-DAC reserves the right to reject any bid not fulfilling the eligibility criteria.
- b) Exemption to MSE & start-up shall be provided for the Turnover Criteria required.

5. 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.

6. Bid Security / EMD:

- The bidder should submit an EMD amount of 5% of the total estimated value, as per GeM bid document.
- MSE and Start-ups may be exempted from submitting the EMD and they may submit EMD undertaking as per Annexure D instead of EMD amount.
- Bidder seeking exemption towards EMD needs to mandatorily submit the EMD undertaking as per Annexure D.

7. Comparison of Bids:

The financial bids of only the technically qualified bids shall be opened & considered for commercial evaluation through the GeM portal.

8. Award of Contract:

C-DAC shall award the contract to the eligible bidder whose technical bid has been accepted and determined as the lowest evaluated commercial bid based on Total Value Wise inclusive of taxes and all other charges of the Commercial Bids through GeM.

9. 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.

10. 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.

11. 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.

12. Delivery of Project.

All Individuals deployed/associated/interacting with the buyer pertaining to this procurement by the Seller will have to be Indian nationals. The individuals so associated would need to abide by The Official Secrets Act, 1923 and have to individually sign a Non-Disclosure Agreement (to be handed over to the buyer) at the time of delivery.

13. All the specifications, terms and instructions of the ATC document will supersede all the specifications, terms and instructions GeM bid document.

14. No exemption shall be granted for experience criteria

(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 bidders must provide the details viz. name & address on whom the Supply Order is to be placed.

The prices quoted must be on “all-inclusive” basis - F.O.R. Pune (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 for the complete work. 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, the GST rate quoted by the bidder is different than the actual GST rate as per the tariff, the bidder will not be permitted to rectify the error/oversight. The orders/ contract will be placed with the GST rate quoted by the bidder or actual tariff rate (as on placement of order), whichever is LOWER. In case of lower GST rate quoted by bidder, the difference amount payable towards GST, i.e. between the quoted GST rate and actual tariff rate, if any, shall be borne by the bidder.

NOTE: C-DAC is not eligible for any GST concession for this work and C-DAC shall not provide any GST Concessional Certificate against this work order.

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 10 days of placement of order, the selected bidder should submit a Performance Security, for an amount equivalent to 5% 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 a period of Please check. 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. Performance Security may be forfeited in case of non-delivery of solution/ delay in delivery /incomplete delivery including training/installation/ commissioning etc. / incomplete contractual obligations including support and other activities.

4. Payment Terms:

- a. No advance payment shall be made.
- b. 80% of the order value shall be released after submission of Performance Security (within 10 days of order placement) and acceptance of all the components by CDAC subsequent to delivery. As part of acceptance for this phase, appropriate documents pertaining to the deliverables for this phase needs to be furnished by the seller. The templates for the same will be shared with the seller post awarding of PO.
- c. Balance 20% payment shall be released within 2 weeks of successful completion of Installation, Integration and against acceptance of the same by C-DAC. As part of acceptance for this phase, appropriate documents pertaining to the deliverables for this phase need to be furnished by the seller. The templates for the same will be shared with the seller post awarding of PO.
- d. Delay in supply of the items, installation and commissioning of items beyond one month will attract penalty (in each case) of 0.5% of order value per each week up to a max. of 10% and C-DAC reserves the rights to deduct the amount or cancel the order based on the delay period.
- e. C-DAC reserves the rights to confiscate PBG amount if the bidder is not adhering to the support matrix of 4 hrs. response time and Next Business Day resolution.

5. Timely servicing /rectification of defects during warranty period

After having been notified of the defects/service requirement during the warranty period, seller has to complete the required service/rectification within the next business day (NBD). If the seller fails to complete the service/rectification within the defined time limit, a penalty of 0.5% of the unit price of the product shall be charged as penalty for each week of delay by the seller. Seller can deposit the penalty with the buyer directly else the buyer shall have the right to recover all such penalty amount from the PBG. Cumulative penalty cannot exceed more than 10% of the contract value after which the buyer shall have the right to get the service/rectification done from alternate sources at the risk and cost of the seller besides the forfeiture of the PBG. Seller shall be liable to reimburse the cost of such service/rectification to the Buyer.

The Buyer also reserves the right to forfeit the PBG of the seller during the delivery phase in the event the seller is unable to meet contractual obligations.

6. Jurisdiction:

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

7. Risk and Ownership:

Upon 80% of payment and post successful acceptance testing, C-DAC shall become owners of goods ordered but all risks, responsibilities; liabilities thereof in all goods shall remain with selected OEM/bidder till installation, commissioning, integration, and training 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.

8. 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 P Johnson - Email ID- johnsonmp1961@gmail.com
- 2) Shri. Vijay Kumar Singh Email ID - vijaykumarsingh@hotmail.com

(END OF SECTION III)

SECTION - IV: SCHEDULE OF REQUIREMENTS / SCOPE OF WORK and Acceptance

Refer Annexure I for details.

Scope of Work

1. Bidder/OEM shall perform POST.
2. Bidder/ OEM shall run Memtest / diagnostics covering Memory of the system for 24 hrs. and fix if any errors / anomaly is observed.
3. Bidder/OEM shall demonstrate features mentioned in the RFP towards Technical compliance.
4. Bidder shall install the servers, do all the cabling and labeling, OS installation and integration with existing PROXMOX cluster setup.
5. Bidder would be required to submit detailed 1) Installation & Commissioning, 2) Acceptance Test reports within 2 weeks from the date of completion of above milestones.

Other Terms and Conditions:

- a. 100Gbps Ethernet Interface shall be compatible to the NVIDIA Mellanox Spectrum-2 SN3700 32-Port 100GbE Open Ethernet Switch.
- b. Any issues pertaining to installation, configuration of Ubuntu OS on the Servers needs to be addressed by the Bidder/OEM.
- c. All the required licenses have to be provided and all the licenses should be perpetual to use with all the features continue to work post expiration of warranty / subscription
- d. Any other component (if missing) and is required for completion of the solution, needs to be provided without any extra cost.
- e. Support and service escalation matrix needs to be provided mentioning e-mails and phone numbers of the L1/L2/L3 support.
- f. Bidder should have service and support center in Pune and should maintain 5% spares locally.
- g. Bidder needs to provide all the support for installation, commissioning and post installation warranty & support. All components shall be covered under 5 yrs. onsite warranty with 4 hrs. response time and NBD support at C-DAC Pune.
- h. Bidder need to provide all the updates pertaining to Software (both major and minor releases), Firmware's, Subscriptions, signatures, and Patches during the warranty period without any additional costs. Shall support offline update of firmware and patches.
- i. Services related to installation, deployment of entire setup, functional and performance testing must be provided.
- j. All the specifications, terms and instructions of the ATC document will supersede all the specifications, terms and instructions of GeM bid document.

(END OF SECTION IV)



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 for C-DAC

Dear Sir,

We, the undersigned, offer to Supply, Installation, and Integration of Rack Server for CDAC Innovation Park, Pune 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 through GeM 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 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 90 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:



ANNEXURE B - AUTHORITY LETTER

Date:

To:

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

Subject: Authority Letter

Reference: Tender No - .

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 authorised to issue such authorization on behalf of us. For M/s _____(Name of the bidder)

Signature and company seal Name
Designation Email Mobile No.



ANNEXURE C - UNDERTAKING BY PRINCIPAL MANUFACTURER(S)
(To be submitted in Original on Letterhead-Separately for each group items)

Date:

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

Subject: Undertaking by Principal Manufacturer against tender no. CDACP/XXXXXXXXXX for Supply, Installation, and Integration of Rack Server for CDAC Pune.

Dear Sir,

We, M/s _____ (Name of the manufacturer) having registered office at _____ (Address of the manufacturer) by virtue of being manufacturer for _____ (Name of the product/s), hereby certify that M/s _____ (Name of the bidder) having their office at _____ (Address of bidder) are our Authorized Distributors/ Dealers for our range of products quoted by them, as listed below:

- 1
- 2

Within the scope of requirement as per the tender mentioned above, we undertake to provide technical & other support towards fulfilling the requirements of installation, commissioning, benchmarking, acceptance criteria and product warranty services of the components to be supplied and installed at the C-DAC Customer sites by M/s. (Name of bidder) against said tender.

We also certify that the products offered are not nearing end-of-life / end-of- support five years down the line from the date of bidding.

The undersigned is authorized to issue this certificate on behalf of M/s _____ (Name of the manufacturer).

For M/s _____ (Name of the manufacturer)

Signature & company seal
Name



**ANNEXURE D - PROFORMA OF BANK GUARANTEE
(ON NON-JUDICIAL PAPER OF APPROPRIATE VALUE)**

**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 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 six 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 six 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 six months 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



ANNEXURE E - EMD DECLARATION
(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 90-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 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. The undersigned is authorized to sign this undertaking.

Yours sincerely,

Authorized Signatory:

Name and Title of Signatory:

e-mail:

Mobile No:



ANNEXURE F - 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 Order (Public Procurement No. 4) No. F.No.7/10/2021-PPD(1) of Public Procurement Division, Department of Expenditure, Ministry of Finance dated 23rd Feb 2023 and further Order/OMs regarding restrictions on procurement from a bidder of a country which shares a land border with India.

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)



ANNEXURE G

(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 & software offered by us, as given below:

Sr. No	Item Description	Country of origin of OEM	Country of Manufacture of item	Percentage of local contents		
1	Server					

** Note 1: The local content percentage (%) to be declared as consolidated figure for the complete solution i.e. including all items mentioned above.

Note 2: CDAC reserves the right to Accept / Reject / Cancel the bid / GeM inquiry, at its sole discretion, based on the responses received against the MII declaration submitted by the bidders / vendors.

We also certify that, we are not from a country sharing land border with India as defined in order No. Public Procurement No. 4) No. F.No.7/10/2021-PPD(1) dated 23rd Feb 2023 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.

For (Name of bidder)

Authorized Signatory Name &
Designation: Mobile No:



Annexure-H

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

INTEGRITY PACT

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

Place -----

Date -----

For the Bidder / Contractor

Witness 1 : -----

Witness 2: -----



Annexure-I

Specifications of the Rack Servers (Qty: 8 Nos)

Sr. No.	Parameter	Description of Requirement
1	Rack Unit	Max. up to 2U, Rack mountable
2	CPU	Dual CPUs populated, each CPU with minimum 32 cores / 64 threads. The processor's Base Clock frequency should be 2.0 GHz or above. It should support virtualization, Hyper Threading and Turbo Boost. The processor launch date should in the year 2022 or after.
3	Memory	1. Minimum 512 GB, DDR5 @4800 MHz ECC RDIMM or better, in balanced configuration for maximum performance. Advanced ECC with multi-bit error protection. 2. The memory should be scalable up to 1TB
6	Hard disk drive	1. Populated with minimum 2 nos of 1.92 TB of SAS/NVMe SSDs in RAID-1 (hot swappable) and eight (8) *10 TB or higher 7.2K RPM or higher NL-SAS, 12 Gb SAS interface HDDs with RAID-6. 2. Server should support minimum 12 SFF/LFF enterprise grade Hot swappable NL-SAS, SATA, NVMe and SSD Drives 3. The OS disks and Data disks should be hot swappable.
7	Networking features	1. Two 1GbE network ports (Excluding management ports) 2. Two 10GbE SFP+ Network ports (Excluding management ports) 3. Dual port active-active 100GbE QSFP28 Network port
8	QSFP 28 Cables	1 no. of QSFP28 to QSFP28, 100GbE, Active Optical Cable (Optics included), 20 Meters, compatible with NVIDIA Mellanox Spectrum-2 SN3700 32-Port 100GbE Open Ethernet Switch.
9	Interfaces	1 VGA port and 2 USB 3.0 ports in rear.
10	Expansion Slots	PCI-e Slots to install 2 nos. of NVIDIA A100 (40 GB) GPUs cards and 1 nos. of single / dual port InfiniBand HDR card, simultaneously
11	Power Supply	Redundant (N+1) hot swappable Power Supplies having platinum or higher efficiency
12	Fans	Redundant hot-plug system fans
13	Graphics	Integrated graphics controller
14	Operating Systems Certification	Server model should be certified with Windows, Red Hat Enterprise Linux (RHEL), Ubuntu and SUSE Operating System. Server model must be listed at OS vendor Hardware Compatibility List.
15	Advance BIOS Features	• Server Should have below advance BIOS Features:
		• ACPI 6.4 or latest
		• SMBIOS 3.5 or latest
		• UEFI 2.8 or latest
16	Server Management	• Trusted Platform Module (TPM) version 2.0 or latest
		• Server should have dedicated 1Gbps remote management port.
		• Support for IPMI, SNMPv3 to get alerts/traps • Web console for base board mgmt.
17	Rack mounting	• The server should fit in Standard 42 U, 19" rack
		• Rack mounting sliding rail Kit should be provided
		• IEC 13/14 type power cables
18	Additional requirement	Power cable: required no. of C13-14 power cables with each server for redundancy. Server should configure with Trusted Platform Module (TPM) version 2.0 or latest.



Sr. No.	Parameter	Description of Requirement
19	Performance Benchmark	1. SPEC fp_rate_base 2017 >600
		2. SPEC int_rate_base 2017 >600
		Server OEM must have listed SPEC benchmark score as mentioned above in www.spec.org with the same node model or a model from the similar series, with same CPU configuration as quoted in the bid.
20	Warranty & support	Server Warranty (Hardware) includes with 5-year onsite comprehensive warranty with “No” additional cost to for change, replacement of parts, labor, consumables, shipment, insurance etc. 24x7 support with 4 hours of response time with NBD. The servers should not be out of support / warranty for the next 2 years post expiration of warranty. Cables to be provided with standard warranty and support.
21.	Warranty period	Warranty period shall commence from the date of submission of the Acceptance Test (AT) report and its acceptance by C-DAC.



Un-Prices Commercial-Bid BOM / BOQ

S. No.	Item Description	Make	Model	Qty	Unit Price (Rs.)	GST Rate (%)
1	Rack Server - 2 U			8	-	-
Grand Total						

Note:

- (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.

* * (End of Document) * * *