



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

Tender No: CDACP/NSM-SIDDHI-UPGRADE/24-25/416

C-DAC invites ON-LINE bids for Supply, Installation, Integration of Compute Nodes based on Nvidia H100 GPU accelerators with cables, items/components, support etc.

Prospective Bidders may download the Tender Document from www.cdac.in / <https://eprocure.gov.in/eprocure/app>. Bidders are advised to go through instructions provided at 'Instructions for online Bid Submission' and submit duly filled bids online on the website <https://eprocure.gov.in/eprocure/app> as per the schedule given in the Tender Document.



Tender Schedule

Tender No: CDACP/NSM-SIDDHI-UPGRADE/24-25/416

| | |
|---|--|
| Name of the Institute | Centre for Development of Advanced Computing, Pune 411008. |
| Place of Supply, Installation, Integration & Support etc. | At C-DAC, Innovation Park, Panchavati, Pashan Road, Pune 411008. |
| Date of Release of Tender | August 30, 2024 |
| Last date of submission of bids | September 27, 2024 – 1500 hrs. |
| Date of opening of technical bids | September 27, 2024 – 1600 hrs. |
| Place of opening of technical bids | C-DAC, Pune 411008. |

1. Instructions for On-line Bid Submission

The bidders are required to submit soft copies of their bids electronically through the portal (www.eprocure.gov.in) using valid Digital Signature Certificates (DSC). The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal. More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app>.

2. Assistance to Bidders:

Any query relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24*7 CPP Portal Helpdesk on: - 0120-4200 462, 0120-4001 002, 0120-4001 005, 0120-6277 787,

- e-mail for Technical - support-eproc@nic.in.

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

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

SECTION I: INSTRUCTIONS TO BIDDERS (ITB)

1. Introduction:

Centre for Development of Advanced Computing (C-DAC) - is a scientific society under the administrative control of the Ministry of Electronics & Information Technology, Government of India. As a part of the project awarded under the National Supercomputing Mission (NSM), C-DAC, Pune; invites bids from eligible bidders for the supply, installation, integration & support of the Nvidia H-100 GPUs based Compute Nodes required for upgrading the existing HPC-AI Cluster(s) etc. at C-DAC, Pune; as per Schedule of Requirements (**Section- IV**) and other terms and conditions stipulated in this document through the CPPP portal (<http://eprocure.gov.in/eprocure/app>).

2. Contact information:

Material Management Group
Centre for Development of Advanced Computing (C-DAC)
Innovation Park, Panchavati, Pashan Road,
Pune 411008, Maharashtra, INDIA
Tel No.: +91-20-25503671-75/ 2586 8086, E-mail: mmg@cdac.in

3. Two bid System:

The Two e-bid systems will be followed for this tender.

I: **e-Packet No. 1: "Technical e-Bid"**

II: **e-Packet No. 2: "Commercial e-Bid"**

The documents pertaining to Technical Bid and Commercial Bid must be uploaded electronically through <https://www.eprocure.gov.in/eprocure/app>.

3.1 e-Packet No. 1: "Technical e-Bid":

The bidder must upload the copies of pdf documents through e-Packet – 1, as listed below:

- a. Covering letter, as per **Annexure – A**.
- b. Authority letter, as per **Annexure – B**.
- c. The bidder to submit an EMD / bid security declaration, as given in Annexure - E, subject to the conditions stipulated therein.
- 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.
- e. Copy of GST registration certificates, as applicable.
- f. The detailed technical solution offered as per format given in **Section – V**.
- g. Compliance statement indicating the compliance of the items, equipments, solution offered with the tender specifications.

- h. Copies of documents in support of eligibility requirements stipulated at para 4 Section – II.
- i. A copy of a certificate from a Chartered Accountant certifying the annual sales turnover of the bidder for the last 3 financial years.
- j. The undertakings from the Principal Manufacturers (OEMs) of equipments/ items offered as per **Annexure – C**.
- k. 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.

3.2 Online – e-Packet No. 2: “Commercial e-Bid “shall contain: (BOQ.xls file only)

Duly filled Commercial Bids as per format given in **Section – VI**, complete in all respects with name, designation, email id and contact no. **(In the space provided in the BOQ format)**

4. Both the technical bid and commercial bid should be addressed to:

Materials Management Group (MMG)
Centre for Development of Advanced Computing (C-DAC)
Innovation Park, Panchavati, Pashan Road,
Pune 411008, INDIA Phone: 020-25868086 / 020-25503671-76.

5. Last Date of submission/ uploading:

The on-line valid bids, complete in all respect should be uploaded through www.eprocure.gov.in/eprocure/app on or before the date given in tender schedule. The bidders are advised to upload the documents/bids at least one day before the last date for uploading of documents, in order to avoid the possibilities of any last-minute surprises/uncertainties. C-DAC does not take any responsibility towards technical snags pertaining to CPP Portal and/or connectivity issues.

C-DAC shall not be responsible for any delays or any other reason, for non-receipt of the valid bids in the specified time and resulting in disqualification / rejection of the bid.

6. Opening of Technical e-bids:

The Technical e-bids will be opened - online on the date given in tender schedule, through www.eprocure.gov.in/eprocure/app portal.

The representatives (maximum two) of bidders are welcome to attend the opening of the 'on-line' technical e-bids.

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.

7. Opening of commercial e-bids:

Commercial e-bids of the qualified bidders only will be opened. 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 commercial bids will be informed later to the qualified bidder. The representatives (maximum two) of bidders are welcome to attend the opening of the 'on-line' commercial e-bids.

The bidder's name, bid prices and other appropriate details will be displayed at the time of the opening of the commercial bids.

(END OF SECTION I)

SECTION II: GENERAL CONDITIONS OF CONTRACT (GCC)

1. Location for the Supply, Installation, Integration & Warranty Services:

The entire items comprising of Compute Nodes based on H100 GPUs and other items/components as described in Schedule of Requirements must be supplied, installed, integrated & supported at C-DAC's Pune.

2. Delivery Period:

The Items, components etc. covered in this tender must be supplied, installed within **12 weeks** at site from the date of placement of order.

3. Order Placements & payments shall be released by

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

4. Eligibility Criteria:

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

- 4.1. The bidder must be either a Principal Manufacturer (OEM – Original Equipment Manufacturer) or their respective Indian subsidiary, or their (OEM's) authorized system integrator/dealer in India.
- 4.2. The bidder must be a legal Indian entity registered under appropriate Law/ Act.
- 4.3. If the bidder is an Authorised system integrator/dealer, the specific authorization letter/s from Principal/s, as per Annexure - C must be submitted along with the technical bid. In this case, the authorization letter (Annexure – C) issued by the Indian subsidiary of Principal Manufacturer is acceptable.
- 4.4. If the bid is submitted by the Indian subsidiary of Principal Manufacturer (OEM), the letter from Principal Manufacturer (OEM) must be submitted certifying that the bidder is the subsidiary company of the Principal Manufacturer (OEM) in India.
- 4.5. The Indian agent or System Integrators/dealer and the principal manufacturer (OEM) of the servers cannot bid simultaneously.
- 4.6. The bidder must quote for all the items required to complete the scope of supplies as given in Section IV of this document.
- 4.7. A photocopy of the commercial bid submitted without prices (prices masked) and a 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 unpriced commercial bid and the actual commercial bid.
- 4.8. Bidder / OEM should have experience in HPC Cluster with a minimum 2PF of single system supply & installation OR 2 nos of 1PF system supplies and installation, the same should be supported by valid documents.

- 4.9. The bidder must have a minimum annual sales turnover of Rs. 15 Cr. (Rs. Fifteen Crores only) for each of the last three financial years.
- 4.10. The copy of the registration certificate or a declaration in compliance with the provisions stipulated in Order No.F.7/10/2021-PPD (1) (Public Procurement No. 4) dated 23.02.2023 issued by Procurement Policy Division, Department of Expenditure, Ministry of Finance, GOI or Latest notification.
- 4.11. Certificates from respective OEMs declaring the country of OEM, country of manufacture and percentage of local contents for respective components (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, Gol.) or Latest notification.
- The bidder needs to take care & is responsible of the 'Policy Circular (09/2023-24 dt. 12.01.2024) / Notification towards latest Import Policy (23/2023 dt. 3.08.2023), in case of importing of any items'. The entire responsibility will be of the prospective bidders.
- 4.12. The bidder must not be blacklisted by any Govt. Organizations as on date of submission of the bids. A certificate or undertaking to this effect must be submitted (Annexure – A)
- 4.13. The printed catalogue/leaflet/brochures/ product links, published by the principal manufacturer of the items quoted to be submitted along with the Technical Bid.
- 4.14. C-DAC reserves the right to reject any bid not fulfilling the eligibility criteria
- 4.15. The bidder must submit all the documents as per Document Checklist – **Annexure F**, with appropriate page nos for the same. The flow of the submitted documents **must be in the same order**.
- 4.16. The bidder must not be blacklisted by any Govt. Organizations as on date of submission of the bids. A certificate or undertaking to this effect must be submitted (**Annexure – A**).
- 4.17. The bidder should provide sufficient documentary evidence to support the eligibility criteria and exemptions mentioned in point 5 below. C-DAC reserves the right to reject any bid not fulfilling the eligibility criteria.

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

6. Amendment to Bidding Documents

- 6.1. 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.
- 6.2. The amendments to the tender documents, if any, will be notified by release of Corrigendum Notice on www.eprocure.gov.in/eprocure/app/ / www.cdac.in/tender against this tender. The amendments/ modifications will be binding on the bidders.
- 6.3. 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.

7. Preparation of Bids

Bidder should avoid, as far as possible, corrections, overwriting, erasures or postscripts in the bid documents. In case however, any corrections, overwriting, erasures or postscripts have to be made in the bids, they should be supported by dated signatures of the same authorized person signing the bid documents. However, bidder shall not be entitled to amend/ add/ delete/ correct the clauses mentioned in the entire tender document. The documents uploaded through eprocure portal (CPP Portal) will be treated final.

8. Declaration in lieu of Earnest Money Deposit (EMD)

- 8.1. The bidder to submit EMD / bid security declaration, as given in **Annexure - E**, subject to the conditions stipulated therein
- 8.2. The successful bidder, on award of contract / order, must send the contract/ order acceptance in writing, within 7 days of award of contract/ order, failing which C-DAC reserves the right to take legal actions as per the declaration in Annexure and cancel the order.
- 8.3. The legal actions may be taken as per the Declaration in following cases:
 - If the bidder withdraws the bid during the period of bid validity specified in the tender.
 - In case a successful bidder, fails to furnish the Security Deposit (Refer Clause 3 of Section III).
 - If the bidder fails to furnish the acceptance in writing, within 7 days of award of contract/ order.

9. Period of validity of bids

- 9.1. Bids shall be valid for minimum 120 days from the date of submission. A bid valid for a shorter period shall stand rejected.
- 9.2. 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.

10. Submission of Bids- Online:

The Bid documents shall be neatly arranged and all pages should be numbered. They should not contain any terms and conditions, printed or otherwise, which are not applicable to the Bid. **The conditional bid will be summarily rejected.** Insertions, postscripts, additions and alterations shall not be recognized, unless confirmed by bidder's signature.

11. Bid Opening & Evaluation of Bids

The technical bids will be evaluated in two steps.

11.1. The bids will be examined based on eligibility criteria stipulated at Para 4 of Section – II to shortlist the eligible bidders.

11.2. The technical bids of only the short-listed eligible bidders shall be evaluated based on technical specifications stipulated at Section – IV.

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.

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.

12. Comparison of Bids

12.1. Only the short-listed bids from the technical evaluation shall be considered for commercial comparison.

12.2. Bidder must offer/quote for all the items, partial offer shall be summarily rejected.

12.3. The total price quoted for all the items as listed in Section – VI (including the offered/calculated GST @ Tariff Rates by the bidder, as applicable) will be considered for evaluation and comparison and arriving at the Lowest-1 bidder. However, C-DAC reserves the right and has sole discretion to reject the lowest evaluated bid.

12.4. All bidders must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which the bid is liable to be rejected. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020. In case Buyer has selected Purchase preference to Micro and Small Enterprises clause in the bid, the same will get precedence over this clause. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises and hence resellers offering products manufactured by some other OEM are not eligible for any purchase preference.

13. Award of Contract

- 13.1. C-DAC shall place the order(s) on the eligible bidder whose technical bid has been accepted and determined as the lowest evaluated commercial bid. However, C-DAC reserves the right and has sole discretion to reject the lowest bid.
- 13.2. If more than one bidder happens to quote the same lowest price, C-DAC reserves the right to place the order on the eligible bidder having larger sales turn-over for last financial year. The decision of C-DAC shall be final.
- 13.3. The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity by up to 25% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.

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

- 15.1. It is expected that the bidders who wish to bid for this project have highest standards of ethics.
- 15.2. 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;
- 15.3. 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 Tender Document / Contract Document

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

(END OF SECTION II)

SECTION III: SPECIAL CONDITIONS OF CONTRACT (SCC)

1. Prices

- 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 must offer the **prices** on DDP/FOR Site(s) basis.
- 1.3. Bidder must indicate applicable GST separately for each item. The bidder should exercise utmost care to quote the correct percentage of applicable GST on each item.
- 1.4. 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.
- 1.5. 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
- 1.6. The prices will be compared on the basis of GST rates quoted/calculated by the bidder. In case of errors, the bidders will not be permitted to change the GST percentage.
- 1.7. The prices offered must be “All inclusive- till destination”, (including duty, freight, clearance, insurance, forwarding, loading/un-loading and all incidental charges till destination).
- 1.8. The statutory taxes and duties applicable at the time of supply of material shall be applicable, if offered.
- 1.9. 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 5% of the order value within 10 days of receipt of Supply Order. The Security Deposit should be submitted in the form of Demand Draft/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, as per the format attached to this document (**Annexure – D**). 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, as per para 4 of Section – III.

7. Payments:

80% amount of the order value will be released on receipt of material at site(s) within 30 days. 10% amount will be released on successful installation, integration and acceptance by C-DAC & 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 10% 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.

9. Force Majeure:

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

10. Arbitration:

In case any dispute arises between the C-DAC and successful bidder with respect to this RFP, including its interpretation, implementation or alleged material breach of any of its provisions both the Parties hereto shall endeavour to settle such dispute amicably. If the Parties fail to bring about an amicable settlement within a period of 30 (thirty) days, dispute shall be referred to the sole arbitrator mutually appointed by both the parties. If the sole arbitrator is not appointed mutually by both the parties then the District Court Pune shall have exclusive jurisdiction for appointment of sole arbitrator through court. Arbitration proceedings shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and Rules made there under, or any legislative amendment or modification made thereto. The venue of the arbitration shall be Pune. The language of arbitration shall be English. The common cost of the arbitration proceedings shall initially be borne equally by the Parties and finally by the Party against whom the award is passed. Any other costs or expenses incurred by a Party in relation to the arbitration proceedings shall ultimately be borne by the Party as the arbitrator may decide. Courts in Pune only shall have the exclusive jurisdiction to try, entertain and decide the matters which are not covered under the Arbitration and conciliation Act.

11. Risk:

All risks, responsibilities and liabilities thereof in all goods shall remain with selected bidder till successful installation and commissioning of the goods as specified in this document.

12. Limitation of Liability:

The liability of the bidder arising out of breach of any terms, conditions of the tender, contract, works order and addendums/amendments thereto, misconduct, and wilful default will be limited to the total order value. However, liability of the bidder in case of death, injury, damage caused to the personnel/property due to/arising out of/incidental to any act/omission/default/deficiency of bidder, will be at actuals.

In no event shall either Party, its officers, directors, or employees be liable for any form of incidental, consequential, indirect, and special or punitive damages of any kind.

13. Termination:

Validity of order/ Contract will remain till fulfilment of all obligations (Including but not limited to providing comprehensive warranty/support till Completion of three years from acceptance of the supplies by the successful bidder. If bidder fails to comply with the requirements, C-DAC shall have the right to terminate the contract and / or cancel the order/s. The successful bidder agrees and accepts that he shall be liable to pay damages claimed by C-DAC, in the event of termination of contract / cancellation of order, as detailed in this tender.

C-DAC will release the due amount payable to successful bidder towards the material and / or services provided till the date of termination, those are accepted by C-DAC/ end user. However, the amount towards penalty, if any will be deducted from the payable amounts.

14. Indemnity:

On acceptance of order, the successful bidder shall automatically indemnify, protect and save C-DAC and end user from/against all third-party claims, losses, costs, damages, expenses, action suits and other proceeding, resulting from/arising out of:

a. infringement of any law pertaining to intellectual property, patent, trademarks, copyrights etc. by the bidder

or

b. such other statutory infringements in respect of any of the equipment supplied by successful bidder,

or

c. any wilful misconduct or gross negligence act/omission/ performance/ under or non or part performance/failure of the bidder.

15. Assignment:

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

16. Severability:

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

17. Jurisdiction:

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

18. Integrity Pact:

Buyer Organization specific Integrity Pact shall have to be complied by all bidders. Bidders shall have to upload scanned copy of signed integrity pact as per Buyer organizations policy along with bid. (format attached)

(END OF SECTION III)

SECTION IV: SCHEDULE OF REQUIREMENTS

1. COMPUTE NODES BASED ON NVIDIA H-100 GPUS: Total Qty – 8 sets.

| Sr. Nos. | Specification Parameters | Specification Description |
|----------|--------------------------------------|---|
| 1. | Processors & performance | Dual 56-core or higher Intel Xeon Scalable / AMD processors, with 8 x Nvidia H100 GPU Accelerators. |
| 2. | Number of GPUs and GPU Communication | 8 x Nvidia H100 GPUs with 80GB Memory with support for 4th Generation NVLINK with 900 GB/Sec NVLink bandwidth per GPU |
| 3. | Multi Instance GPU | Capability to support partitioning of single GPU into as many as 7 GPU instances |
| 4. | System Memory | The system should be configured with Minimum 2TB DDR5 RAM with all slots populated in balanced configuration for maximum bandwidth |
| 5. | Network | Minimum 4 nos. of InfiniBand NDR ports for internode communication, 1 nos. of port for BMC (dedicated LAN port), minimum 1 no. of 1 GbE & 10 GbE (Fiber) port. Additional InfiniBand HDR/NDR200 single/2-port HCA for storage connectivity. |
| 6. | Internal Storage | Two nos. of minimum 1.92 TB M.2 NVMe drives for OS; Minimum 4 * 3.84 TB U.2 NVMe drives |
| 7. | Security Features | System should support Secure Firmware Updates, Support for Trusted Platform Module |
| 8. | Power requirement | 10.2 KW or less; Hot plug & Redundant Power Supplies |
| 9. | Rack space | Maximum 8U/node |
| 10. | System Network (IPMI) | 1Gbps network (Cables to be included) |
| 11. | Cables | NDR to HDR cables to connect it to existing InfiniBand HDR Director Switch. 1 & 10 GbE cables with required connectors and SFPs. |
| 12. | OS Support | DGX OS / Red Hat Enterprise Linux / Ubuntu Linux. Quoted OS should be under Enterprise support from OEM. |
| 13. | Certification | Rack Servers should be certified by GPU Controller / Accelerator OEM, the Certificate or listing of offered |

| Sr. Nos. | Specification Parameters | Specification Description |
|----------|--------------------------------|---|
| | | Server model in GPU Controller / Accelerator OEM website must be submitted along with bid |
| 14. | Software Support | Nvidia NGC (Nvidia GPU Cloud) containers with Nvidia NGC support for 3 years for each system. System should be NVIDIA certified & NGC-ready system. |
| 15. | Scalability & Cluster software | System should be scalable with multi node cluster. Software support & cluster tools to be supplied along with product. |
| 16. | Warranty & Support | 3 Years warranty with 4 hrs. response time and Standard support |

2. SCOPE OF WORK:

| Sr. No. | Description |
|---------|---|
| 1. | Compute nodes shall be supplied, installed, integrated at NPSF, C-DAC, Pune. |
| 2. | The compute nodes should be integrated and commissioned with existing AIRAWAT-PSAI system. Details of the HPC-AI infrastructure is available at https://airawat-psai.cdac.in/airawat/ Successful Bidder/OEM for the Bid in context will be responsible for integration of new nodes with existing AIRAWAT-PSAI infrastructure. |
| 3. | All components shall be covered under 3 Yrs. onsite warranty with 4 hrs. response time and NBD |
| 4. | Bidder will be required to carry out mounting of Rack Servers quoted in standard data centre rack including rack mounting rail kits (Racks would be provided by C-DAC) |
| 5. | All the supplied components shall undergo the following tests: a. Power on self-test b. Memtest for continuous 24 Hrs. for Rack Servers c. Burn/Stress test for GPU Controllers / Accelerators |
| 6. | Bidder/OEM need to provide all the updates pertaining to Software (both major and minor releases), Firmware's, Subscriptions during the warranty period without any additional costs. |

| Sr. No. | Description |
|---------|---|
| 7. | All the licenses quoted shall be perpetual to use. |
| 8. | The bidder would be required to plan and execute cabling as required for integration with AIRAWAT-PSAI system. |
| 9. | Bidder would be required to submit detailed 1) Installation & Commissioning report, 2) Acceptance Test report within 2 weeks from the date of completion of above milestones. Payment release would be on submission and acceptance of afore mentioned reports by C-DAC. |
| 10. | Bidder should provide all required support for integration and persistent mounting of existing PFS based storage on base operating system and containers on the compute nodes. The successful bidder would be required to integrate existing 10.5PB Lustre storage with supplied Compute Node. |
| 11. | Bidder needs to carry out end to end integration of AIRAWAT-PSAI system with new 8 number of new compute nodes by extending all the required networks and configuration changes required in software stack. Cables as required with 5% spare shall form the scope of supply and shall be included in BoM & BoQ. |
| 12. | Bidder needs to run single HPL/Linpack (Double Precision) benchmark on quoted 8 nos. of compute nodes as part of AT. Linpack Rmax performance of min. 60% of the theoretical peak value per node shall be demonstrated as part of AT |
| 13. | Bidder shall execute single HPL/Linpack (Double precision) on entire system (8 new compute nodes and 82 nodes of AIRAWAT-PSAI system), as part of AT. |
| 14. | Bidder will be required to provide all required support for installation and integration with existing InfiniBand based network for compute communication and storage delivery. Required system software stack perpetual to use shall form scope of supply and included in BoM & BoQ. |
| 15. | Bidder shall provide all required support and software (with perpetual to use licenses) to integrate with monitoring and management tools for compute, network (InfiniBand, Ethernet) & storage. |
| 16. | Development tools (compiler, libraries, SDK & AI Frameworks): The quoted system should be certified on the Nvidia AI Enterprise Software Stack - Rapids, Tao, TensorRT, Triton Inference |

| Sr. No. | Description |
|---------|--|
| | <p>The support for the following should be included in the bundle.</p> <ul style="list-style-type: none"> • Conformer ASR Model for English, Hindi, Arabic, German, Spanish • DetectNet_v2 for Object Detection • EfficientDet for ObjectDetection • Containers: GPU Accelerated ML workflows with RAPIDS, Text Classification with BERT and NeMo, DeepStream IVA Deployment Demo, NVIDIA L4T Base, Clara Deploy Digital Pathology Image Processing Operator, OpenACC Training Materials, Clara Deploy Logging & Monitoring Server • Helm Charts: DeepStream - Intelligent Video Analytics Demo, DeepVison - Vehicle Inspection, GPU Operator, Conundrum Aircraft-Engine • Models: Google Speech Commands v1 – MatchboxNet, TransformerXL-Base (AMP) for Pytorch, WaveGlow LJS 256 Channels, BioBERTBaseCasedSQuADv1, Tacotron2 LJSpeech |

3. Performance Rating:

Offered product must have below benchmarks published at <https://mlcommons.org/benchmarks/training/> . Bidder need to submit the details of listing of benchmarks along with the bid.

- a) ML-Commons Training 4.0 Published:
- b) BERT - 5.5 minutes or less on single node
- c) ResNet - 13.5 minutes or less on single node
- d) SSD - 36.4 minutes or less on single node
- e) 3D U-Net - 12.3 minutes or less on single node

4. Training

3 days on-site for batch of up-to 5 administrators including system configuration details, troubleshooting, Cloud/scheduler/OS management & monitoring, System monitoring & report generation. Building CDAC customized local containers repo and porting into systems, best practices of using GPUs & multi-GPU/multi node scaling. remote access and usage of Systems through remote. Install & monitor jobs, Optimize their jobs on GPUs.

NOTE: The Buyer has an existing set up / inventory of similar products. The offered / supplied product must be compatible with existing system. The bidder has to ensure Compatibility of the supplied items or shall have to include in the supply the necessary hardware / software to make them compatible at no extra cost to the buyer.

(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 |
|---------------|--------------------|-------------------------------|
| 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)

| Sr | Description | Quantity | Rate in INR | Applicable GST Rate (%). | Total Amount without GST in INR | Total Amount (Including applicable GST) in INR |
|---|--|----------|-------------|--------------------------|---------------------------------|--|
| 1 | Compute Nodes based on Nvidia H-100 GPU accelerators. | 8 Sets | | | | |
| 2 | Any other items, material required to complete the scope. | 1 lot | | | | |
| 3 | Any other charges required to complete the scope. | 1 Job | | | | |
| 4 | Installation, Integration, other Services charges, if any. | 1 Job | | | | |
| 5 | Training charges | 1 Job | | | | |
| In words –Total F.O.B. at site, all-inclusive Rs. | | | | | | |

(END OF SECTION – VI)



ANNEXURE A – COVERING LETTER

Date:

To:

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

Subject: Submission of bid for Supply and installation, integration of Compute Nodes based on Nvidia H100 GPUs and other items /Components etc.

Dear Sir,

We, the undersigned, offer to supply Interconnect items/components to C-DAC, in response to your Tender No **CDACP/NSM-SIDDHI-UPGRADE/24-25/416**. We are hereby submitting our proposal for same, which includes technical bid and the Financial Bid through www.eprocure.gov.in 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 confirm that the deliveries, installation, integration etc. will be done within 12 weeks, if the order is placed.

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, as on the date/time of submission of this bid.

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

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

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

Yours sincerely,

Authorized Signatory:
Name and Title of Signatory:
e-mail:
Mobile No:



ANNEXURE B – AUTHORITY LETTER

Date:

To:

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

Subject: Authority Letter

Reference: Tender No **CDACP/NSM-SIDDHI-UPGRADE/24-25/416**

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 authorisation on behalf of us.

For M/s _____ (Name of the bidder)

Signature and company seal

Name

Designation

Email

Mobile No.



ANNEXURE C – UNDERTAKING(S) BY PRINCIPAL MANUFACTURER/OEM

(To be submitted in Original on Letterhead)

Date:

**The Executive Director,
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/NSM-SIDDHI-UPGRADE/24-25/416** for Supply, Installation, integration of Compute Nodes based on Nvidia H100 GPUs and other **Items, components etc. at C-DAC's 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 Authorised System Integrator/dealer for our range of products quoted by the.

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

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 authorised to issue this certificate on behalf of M/s _____ (Name of the manufacturer).

For M/s _____ (Name of the manufacturer)

Signature & company seal

Name

Designation

Email

Mobile No.



ANNEXURE D – PROFORMA OF BANK GUARANTEE

(on non-judicial paper of appropriate value)

To,

**Centre for Development of Advanced Computing
Innovation Park, PANCHAVATI,
Pashan Road, Pune – 411 008**

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, commissioning and warranty of _____ (description of items) at C-DAC, site(s).

The conditions of this order provide that the vendor shall,

1. Arrange to deliver the items listed in the said order to the consignee, as per details given in said order, and
2. Arrange to install and commission the items listed in said order at client's site, to the entire satisfaction of C-DAC and
3. Arrange for the comprehensive warranty service support towards the items supplied by vendor on site as per the warranty clause in said purchase order.

M/s (Name of Vendor) has accepted the said purchase order with the terms and conditions stipulated therein and have agreed to issue the performance bank guarantee on their part, towards promises and assurance of their contractual obligations vide the Supply 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.

C-DAC 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 bidders obligations and / or liabilities under or in connection with the said contract or to vary the terms vis-a – vis the bidder or the said contract or to grant time and or indulgence to the bidder 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 bidder 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 bidder 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 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 by 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 1 month from the date of expiry of guarantee. All your rights under the said guarantee shall be forfeited and we shall be relieved and discharged from all liabilities there after i.e. after one month 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 37 months from the date of successful installations of the items in the order) _____

Granted by the Bank

SEAL OF THE BANK

Yours faithfully,
For (Name of Bank)

Authorised Signatory



ANNEXURE E – UNDERTAKING IN LIEU OF EMD

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 **Compute Nodes based on Nvidia H100 GPUs and other items, components etc.** as per tender at C-DAC, Pune, in response to your Tender No **CDACP/NSM-SIDDHI-UPGRADE/24-25/416**. We are hereby submitting our proposal for same, which includes technical bid and the Financial Bid through www.eprocure.gov.in. 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 shall remain valid for 120 days from the date of submission and that we will not withdraw or modify our bid during the validity period,
2. In case, we are declared as successful bidder and an order is placed on us, we will submit the acceptance in writing within 7 days of placement of order on us.
3. In case, we are declared as successful bidder and an order is placed on us, we undertake, to submit a Security Deposit 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 & other Govt Institutions/departments etc. 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:

MANDATORY ANNEXURE (Declaration/Undertaking- As per Notification)

Annexure F - Certificate from bidder/OEM

Ref: Tender No: CDACP/NSM-SIDDHI-UPGRADE/24-25/416

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 <i>local contents</i> as defined by order number W-43/4/2019-IPHW- MeitY, dated 7th September, 2020 issued by IPWH division of MeitY, GoI 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, GoI 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:

ANNEXURE G – DOCUMENTS LIST / INDEX

| Sr | Description | Page No (s) |
|---------|---|-------------|
| 1 | Covering letter, as per Annexure – A . | |
| 2 | Authority letter, as per Annexure – B . | |
| 3 | The undertakings from the Principal Manufacturers (OEMs) of products/ items offered as per Annexure – C . | |
| 4 | Annexure-E – Declaration in lieu of EMD | |
| 5 | Annexure – F – Mandatory Declaration (Land Border Sharing – O.M.s) | |
| 6 | 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. | |
| 7 | Copy of GST registration certificates. | |
| 8 | The detailed technical catalogues, specifications for the offered Items as per format given in Section – V | |
| 10 | Unpriced FINANCIAL BID as per Section – VI (without rate/prices) | |
| 11 | Compliance statement indicating the compliance of the items, equipments, solution offered with the tender specifications. | |
| 12 | The certificate from a Chartered Accountant certifying the annual sales turnover of the bidder for the last 3 financial years. | |
| 13 | Other documents necessary in support of eligibility criteria, product catalogues, brochures etc. | |
| 14 | The bidder must submit all the documents as per Document Checklist – Annexure G , with appropriate page nos for the same. <u>The flow of the submitted documents must be in the same order.</u> | |
| 15 | The bidder must not be blacklisted by any Govt. Organizations as on date of submission of the bids. A certificate or undertaking to this effect must be submitted (Annexure – A). | |
| 16 | The bidder should provide sufficient documentary evidence to support the eligibility criteria and exemptions mentioned in the Document. | |
| e-Pkt-2 | PRICE BID IN B.O.Q. FORMAT IN FINANCIAL BID (EPACKET-2) | |



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 Tender No: **CDACP/NSM-SIDDHI-UPGRADE/24-25/416**

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 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' along with 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)