



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 / 25503673-675

www.cdac.in / mmg@cdac.in

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

GeM Bid No & CDACP/NSM-Nvidia-Adapter/25-26/445

CDAC, Pune, invites bids for the Supply of Nvidia ConnectX-7 OCP 3.0 and Nvidia ConnectX-7 HHL Adapter Cards at C-DAC Pune/EMS Partners.



Instruction for Online Bid Submission:

The bidders are required to submit soft copies of their bids electronically through the GeM Portal. More information useful for submitting online bids on the GeM Portal may be obtained at: [https:// Government e Marketplace \(GeM\) | National Public Procurement Portal, Government of India \(gem.gov.in\)](https:// Government e Marketplace (GeM) | National Public Procurement Portal, Government of India (gem.gov.in)). For any queries at: [helpdesk-gem\[at\]gov\[dot\]in](mailto:helpdesk-gem[at]gov[dot]in)

Toll Free Numbers (Inbound): Call 1800-419-3436 / 1800-102-3436 (9:00 am - 10:00 pm Mon to Sat) Helpdesk Outbound No's :0755-6681401, 0755-6685120, 011-69095625, 011-69095640
Railway Helpline: 011-44022666 Defence Helpline: 0755-6681450 Helpdesk Walk-In Address: 2nd Floor, Jeevan Tara Building, 5-Sansad Marg, Near Patel Chowk, New Delhi-110001. (9:00am-06:00pm Mon to Fri) For Seller related tutorials visit <https://gem.gov.in/training/videos/sellers>.



SECTION I – INVITATION OF BIDS

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 NSM project, C-DAC Pune invites bids from eligible bidders for the Supply of Nvidia ConnectX-7 OCP 3.0 and Nvidia ConnectX-7 HHL Adapter Cards at C-DAC Pune/EMS Partners as per the schedule of requirements, terms, and conditions stipulated in this document.

2 Contact information

Materials Management Group (MMG)
Centre for Development of Advanced Computing (C-DAC)
Innovation Park, Panchavati Pashan Road,
Pune - 411008, Maharashtra India
E-mail: mmg@cdac.in

3 Two Bid (e-Packet) System:

The bids must be uploaded online through the [GeM portal](#), as per the GeM portal/policy

3.1 e-Packet No. 1: TECHNICAL BID

3.1.1 Section-I

- a. Covering Letter, as per **Annexure – A**.
- b. Authorization letter (on bidder's letterhead) issued by the competent authority of the bidder, authorizing the signatory to sign on behalf of the bidder, as per **Annexure – B**.
- c. Scan copy of an EMD declaration, as given in Annexure.
- 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. Copies of PAN and GST registration certificates, as applicable.
- f. The detailed technical solution offered as per the format given in Sections IV & V.
- g. Compliance statement indicating the compliance of the items, equipment, and solution offered with the specifications.
- h. Copies of documents in support of eligibility requirements stipulated at para 4, Section II.



- i. The copies of audited Profit and Loss Accounts, OR the 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 equipment/ 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 e-Packet 2: FINANCIAL BID

The Financial Bid/offer is complete in all respects with all details as per BOQ.xls (unpriced / price bid format) through the GeM Portal/as per GeM portal policies.

Note:

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

4 Last Date of submission of bids:

Last date for submission of e-bids through [the GeM portal](#) shall be as per given in the GeM Bid Schedule.

5 Opening of on-line e-bids

The technical e-bids will be opened through the [GeM portal](#) for processing further.

6 Opening of commercial e-bids:

Commercial e-bids of the qualified bidders only will be opened through the GeM portal. The decision of C-DAC's bid evaluation committee in this regard will be final and binding on



bidders. C-DAC's bid evaluation committee will be authorized to take appropriate decision on minor deviations, if any.

The date of opening of commercial bids will be as per the GeM portal/policy communicated to the qualified bidder. The R.A. process will start as per the GeM portal policy if R.A. is published in the GeM Bid. The bidder's name, bid prices, and other appropriate details will be displayed on the GeM portal.

(END OF SECTION I)



SECTION II – INSTRUCTIONS TO BIDDERS (ITB)

1 Locations for Supply/Delivery:

Supply of Nvidia ConnectX-7 OCP 3.0 and Nvidia ConnectX-7 HHHL Adapter Cards to C-DAC, Pune, and EMS partners as per the GeM Bid Schedule.

2 Order Placements & Payment by

The orders will be placed, and payments shall be released by **Centre for Development of Advanced Computing (C-DAC)**, Innovation Park, Panchavati, Pashan, Pune 411008, Maharashtra, INDIA

3 Delivery Period

The entire Supply of Nvidia ConnectX-7 OCP 3.0 and Nvidia ConnectX-7 HHHL Adapter Cards to C-DAC Pune and EMS partners' sites **within 90 Days** from the date of contract/order generated and placed through the GeM portal.

4 Eligibility Criteria

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

- 4.1 The bidder must submit the documents as listed in para 3.1 and 3.2, Section I of this document.
- 4.2 The bidder must be either a Principal Manufacturer (OEM – Original Equipment Manufacturer) of Server nodes or their respective Indian subsidiary, or their (OEM's) authorized system integrator in India.
- 4.3 The bidder must be a legal Indian entity registered under appropriate Law/ Act.
- 4.4 If the bidder is an authorized system integrator, 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.



- 4.5 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.
- 4.6 The Indian agent or System Integrators and the Principal manufacturer (OEM) of Database Nodes cannot bid simultaneously.
- 4.7 The bidder must quote for all the items as per the Scope of Supply as given in Section V of this document.
- 4.8 The bidder must have a minimum annual sales turnover of Rs. 36 Crores for each of the last three financial years.
- 4.9 The bidder must have supplied and installed a minimum of one HPC installation based on Infiniband interconnect with a minimum 100 numbers of IB HCA in a single installation and provide the successful installation report from the end user.
- 4.10 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)
- 4.11 The bidder must comply with the provisions of Office Memorandum: F/No/6/18/2019-PPD dated 23rd July, 2020, issued by Public Procurement Division, Department of Expenditure, Ministry of Finance, GoI or latest Notifications
- 4.12 The solution offered must comply with the provisions of Order No P-45021/2/2017-PP (BE-II). Dated 4th June, 2020 issued by Public Procurement Division, Department of Investment and Internal Trade, Ministry of Commerce, GoI, read with order number W-43/4/2019-IPHW- MeitY, dated 7th September, 2020 issued by IPWH division of MeitY, GoI or latest Notifications

Note: The bidder should provide sufficient documentary evidence to support of the eligibility criteria and exemptions mentioned. 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/ Directives. In this case the bidder must submit necessary and sufficient documents along with the technical bid, in support of his claim. The decision about granting the exemption/ relaxation will be taken by the bid evaluation committee which is empowered to grant exemption/relaxation.

- Bidders wishing/eligible to claim the exemption (if any), need to upload the valid documents at the appropriate stages as per the GeM portal/policy.



6 C-DAC Right to amend / cancel

- 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 GeM Bid documents, if any, will be notified by release of Corrigendum Notice on [GeM portal \(as ATC\) / www.cdac.in](#) against this GeM Bid. 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.
- 6.4 C-DAC reserves the right to cancel the entire RFP without assigning any reasons thereof.

7 Precautions while preparing the 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. Only Single technical solution to be submitted.

8 Earnest Money Deposit (EMD) – Exemption format attached.

- 8.1 The bidder must submit the undertaking towards Earnest Money Deposit (EMD / bid security), as per the format given in Annexure, subject to the conditions stipulated therein
- 8.2 The successful bidder, on award of contract/order, must send the contract/ order acceptance in writing, immediately through the GeM portal, failing which C-DAC reserves the right to take appropriate legal action as declared in the EMD declaration and cancel the order.
- 8.3 C-DAC reserves the right to declare the bidder as ineligible for said tender and/or debar from any future bidding processes of C-DAC & Other Govt. Institutes:
 - 8.3.1 If the bidder withdraws the bid during the period of bid validity specified in the tender.
 - 8.3.2 In case a successful bidder fails to furnish the Security Deposit (Refer Clause 3 of Section III).
 - 8.3.3 If the bidder fails to furnish the acceptance in writing, within 10 days of award of the contract/ order.

9 Period of validity of bids

- 9.1 Bids shall be valid for a minimum of 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 requests and the response shall be made in writing only. The bidder is free not to accept such a request. A bidder agreeing to the request for extension will not be permitted to modify their bid.

10 Submission of Bids- Online

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

11 Evaluation of Bids

The bids will be evaluated in two steps.

- 11.1 The bids will be examined based on eligibility criteria stipulated at para 3, Section – II of this document, to check the eligibility of the bidders. The technical bids of only the eligible bidders will be evaluated based on technical requirements stipulated in the RFP.
- 11.2 Only the bidders, whose technical bid is found to meet the requirements as specified above will qualify for opening of the commercial bid and will be informed about the date of the opening of the commercial bid through the GeM portal.
- 11.3 The decision of the TEC with respect to complete technical evaluation is final and binding on all the bidders.
- 11.4 During evaluation of the bids C-DAC at its discretion may ask the Bidder for clarification of its Bid. The request for clarification and the response shall be in writing, and no change in the prices is permitted. If required C-DAC may invite the Bidders for technical presentation on the solution offered. During the process of evaluation of bids, if any discrepancies are observed in the bid submitted, the bidders may be given an opportunity to clarify on same. If in the view of bidder, any change in quantity, make or model is required or any additional items are required, for clearing the said discrepancy, the bidder has to arrange for said change and/or addition of material without any increase in the prices offered.
- 11.5 If the information provided by the bidder is found to be incorrect/misleading at any stage/time during the GeM Bidding Process, C-DAC reserves the right to reject all such incomplete bids.

12 Comparison of Bids

- 12.1 Only the technically qualified bids as per terms and conditions stipulated in this document shall be considered for opening and evaluation of price bid.
- 12.2 The total price for all the items quoted as listed in Section – VI (including applicable GST @ tariff rates, as offered & calculated by the bidder) will be considered for evaluation and comparison. Bidder has to quote the applicable GST rates. C-DAC will not issue any



concessional GST/Duty certificate. However, C-DAC reserves the right and has sole discretion to reject the lowest evaluated bid.

- 12.3 The date and venue for opening of price bids will be communicated to bidders through the GEM portal as per GeM policy.

13 Award of Contract

C-DAC reserves the right to award the contract to the qualified bidder whose technical bid has been accepted and determined as the lowest evaluated price bid (As declared by GeM portal after Reverse Auction, if any).

- 13.1 However, C-DAC reserves the right and has sole discretion to reject the lowest evaluated 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 for awarding the contract OR as declared on the GEM.

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 GeM Bid 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

1 Prices

- 1.1 The prices quoted shall remain firm and no price escalation will be permitted till completion of order.
- 1.2 The prices quoted must be inclusive of comprehensive warranty charges, packing & forwarding, freight, insurance, loading, unloading charges /entry tax/road permit charges and allied charges till destination at site.
- 1.3 The responsibility, cost and risk of the consignment shall rest with the bidder till receipt of goods is acknowledged by the end user (**C-DAC, Pune/EMS Partners**). However, such receipt/ acknowledgement shall not be treated as acceptance of goods.
- 1.4 Before the placement of order, the successful bidder must submit the detailed Bill of Material, giving price for each individual line item, keeping the total price quoted unchanged. The order will be placed on the basis of this BoM. The supplier must ensure that their invoice exactly matches this BoM, so as to avoid any payment complications

2 Taxes and Duties:

- 2.1 The bidder should exercise utmost care to quote the correct amounts of GST on each item. Any revision in statutory tax /duty structure as on date of supply/invoice, shall be considered, as applicable.
- 2.2 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/calculated 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.
- 2.3 Notwithstanding the para 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 (inclusive of Applicable GST). In this case, the order will be placed with the offered price. The GST applicable, if any will be borne by the bidder/contractor
- 2.4 The prices will be compared on the basis of GST calculated by the bidder. In case of errors, the bidders will not be permitted to change the same.

3 Software Licenses: (if applicable)

- 3.1 The software licenses, if any, shall be required in Clients' name. The licenses shall contain paper/electronic licenses (wherever applicable).



4 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 favor of CDAC payable at Pune. The Security Deposit will be valid for the period till completion of installation and commissioning and will be returned upon completion of installation & commissioning of entire system and on submission of Performance Bank Guarantee (PBG).

5 Performance Security

The successful bidder will be required to furnish the Performance Security towards the supply of Nvidia ConnectX-7 OCP 3.0 and Nvidia ConnectX-7 HHL Adapter Cards, in the form of a Bank Guarantee in INR equivalent to 3% of the invoice amount (excluding taxes), as per the format attached to this document/GeM portal format. This bank guarantee should be submitted along with the invoice after for Supply of Nvidia ConnectX-7 OCP 3.0 and Nvidia ConnectX-7 HHL Adapter Cards for NSM Sites. The Bank Guarantee should be from a Scheduled Commercial bank and shall remain valid for the period of 37 months from the date of installation and acceptance. The PBG must be negotiable at a branch of the issuing bank in Pune.

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

- The Components/solutions Database Node, Networking components fail to achieve the performance as stipulated in this document or
- The bidder fails to provide the warranty and other services in the scheduled time frame, as stipulated in this document or
- The bidder delays to provide the warranty services as stipulated in this document

6 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”.

7 Comprehensive 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 4 hours response time and 48 hours resolution time, covering all parts & labor starting from the date after the successful installation, demonstration of performances and acceptance by C-DAC, Pune. During the warranty period, supplier will have to undertake comprehensive maintenance of the entire hardware components, equipment, 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 including Hardware, Software 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.

8 Payments

90% amount of the order value will be released on receipt of material at the site (C-DAC Pune and EMS Partners) with 30-day credit.

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

Applicable TDS will be deducted.

Bill to:

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



9 Penalty for delayed Delivery /Services

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

- 9.1 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 the delay period while calculating the delay period for penalties.
- 9.2 C-DAC reserves the right to cancel the order in case of delays of more than 10 weeks.
- 9.3 The bidder shall not be responsible for any delay caused due to a general industry-wide supply chain issue and/or delay due to reasons not attributable to the bidder, subject to the condition that the delays not attributable to the bidder should be substantiated by submitting the necessary and sufficient document/s from an authentic source as soon as such delay/expected delay is noticed by the bidder. C-DAC also reserves the right to verify the claim by the bidder from independent sources

10 Force Majeure

C-DAC may consider relaxing the penalty and delivery requirements, as specified in this document, if and to the extent that, the delay in performance or other failure to perform its obligations under the contract is the result of an Force Majeure. Force Majeure is defined as



an event of effect that cannot reasonably be anticipated such as acts of God (like earthquakes, floods, storms etc.), acts of states / state agencies, the direct and indirect consequences of wars (declared or undeclared), Pandemic, hostilities, national emergencies, civil commotion and strikes at successful Bidder's premises or any other act beyond control of the bidder.

11 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 endeavor 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 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 award given by the arbitrator shall be final and binding on the Parties. 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.

12 Risk and Ownership

All risks, responsibilities and liabilities in respect of goods delivered at site shall remain with selected bidder till they are successfully installed and commissioned at site and taken over by end users. Part deliveries shall not be treated as deliveries. Only full deliveries of all items ordered will be considered as delivery. The ownership of the items delivered at site, shall be of C-DAC Pune on successful installation of items.

13 Indemnity

The successful bidder shall indemnify, protect and save C-DAC Pune from/against all claims, losses, costs, damages, expenses, action suits and other proceeding, resulting from/arising out of:

1. Infringement of any law pertaining to intellectual property, patent, trademarks, copyrights etc. by the bidder or
2. Such other statutory infringements in respect of all the equipment's supplied by successful bidder, or
3. Violation of any law/rule/ act, omission/performance/under or none or part performance/failure of the bidder.



14 Assignment

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

15 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.

16 Termination

Validity of purchase order/rate contract will remain till fulfillment of all obligations (including but not limited to providing comprehensive warranty / support till completion of three years from acceptance of the entire integrated solution as a whole) by the successful bidder.

In case of the delays in providing the stipulated services, and /or defect/delay/under or non-performance pertaining to the services / products supplied by the bidder, C-DAC Pune will give written notice to the bidder directing to set the things right within 30 days of notice. If bidder fails to comply with the requirements, C-DAC Pune 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 RFP. The successful bidder may terminate the contract by at least 30 days' written notice, only in the event of non-payment of undisputed invoices for 90 days from the due date. Except this situation, the successful bidder shall have no right of termination.

“C-DAC Pune 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 Pune. However, the amount towards penalty, if any will be deducted from the payable amounts.”

C-DAC reserves the right to terminate the contract / cancel order with or without cause/ reason, by giving 90 days' notice to the successful bidder.

17 Limitation of Liability

The liability of the Bidder / Contractor arising out of breach of any terms/conditions of the GeM Bid / contract/work order and addendums/amendments thereto, misconduct, willful default will be limited to the total contract 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/contractor will be at actual. In no event shall either Party, its officers, directors, or employees be liable for any form of incidental, consequential, indirect, special or punitive damages of any kind



18 Disclaimer

The purpose of this RFP is to provide the bidder(s) with information to assist the formulation of their proposals. This RFP does not claim to contain all the information each bidder may require. Each bidder should conduct his own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP and where necessary obtain independent advice. C-DAC Pune makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RFP.

19 Jurisdiction

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

20 Corrupt or Fraudulent Practices

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

C-DAC Pune 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-DAC Pune 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.

21 Interpretation of the clauses in the GeM Bid Document / Contract Document

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

(Legal clauses, terms conditions etc. as per GTC – latest version)

(End of Section- III)



SECTION IV – SCHEDULE OF REQUIREMENT

Generic Specifications/ features required of for the Supply of Nvidia ConnectX-7 OCP 3.0 and Nvidia ConnectX-7 HHHL Adapter Cards at C-DAC Pune and EMS partners.

Item Description	Qty. (Nos.)
MCX75343AMS-NEAC --- NVIDIA ConnectX-7 OCP3.0 TSFF Adapter Card, 400GbE / NDR IB (default mode), Single-port OSFP, Multi-Host and Socket Direct capable, PCIe 5.0 x16, Crypto Disabled, Secure Boot Enabled, Thumbscrew (Pull Tab) TSFF Bracket, 3 years Warranty	1660
MCX75310AAS-NEAT --- NVIDIA ConnectX-7 HHHL Adapter card, 400GbE / NDR IB (default mode), Single-port OSFP, PCIe 5.0 x16, Crypto Disabled, Secure Boot Enabled, Tall Bracket, 3 years Warranty.	160

Warranty – 36 months + an additional 45 days on an 'Onsite, comprehensive' basis.

(End of Section- IV)



SECTION V – TECHNICAL B.O.M. / B.O.Q. (IN DETAILS)

DETAILED BILL OF MATERIALS WITH item-wise listing and quantities required to complete the project, as per the Section-IV

Bidder may add rows for the items required to cover the entire scope as per the Schedule of Requirements & complete the job.

Sr. No	Particulars	Unit	Qty	Make / Model offered	Offered/ Calculated GST - @
1	Supply of MCX75343AMS-NEAC --- NVIDIA ConnectX-7 OCP3.0 TSFF Adapter Card, 400GbE / NDR IB (default mode), Single-port OSFP, Multi-Host and Socket Direct capable, PCIe 5.0 x16, Crypto Disabled, Secure Boot Enabled, Thumbscrew (Pull Tab) TSFF Bracket, 3 years Warranty.	Nos	1660		
2	Supply of MCX75310AAS-NEAT --- NVIDIA ConnectX-7 HHHL Adapter card, 400GbE / NDR IB (default mode), Single-port OSFP, PCIe 5.0 x16, Crypto Disabled, Secure Boot Enabled, Tall Bracket, 3 years Warranty.	Nos.	160		

(END OF SECTION – V)



SECTION VI - PRICE SCHEDULE

Unpriced- Price Bid Format

Sr No	Particulars	Qty	Unit	Rate (INR)	Total Price Rs. (Including applicable GST)
1	Supply of MCX75343AMS-NEAC --- NVIDIA ConnectX-7 OCP3.0 TSFF Adapter Card, 400GbE / NDR IB (default mode), Single-port OSFP, Multi-Host and Socket Direct capable, PCIe 5.0 x16, Crypto Disabled, Secure Boot Enabled, Thumbscrew (Pull Tab) TSFF Bracket, 3 years Warranty.	1660	Nos	XXXX	XXXX
2	MCX75310AAS-NEAT --- NVIDIA ConnectX-7 HHL Adapter card, 400GbE / NDR IB (default mode), Single-port OSFP, PCIe 5.0 x16, Crypto Disabled, Secure Boot Enabled, Tall Bracket, 3 years Warranty.	160	Nos.	XXXX	XXXX
(Total Rs. – inclusive of applicable GST– F.O.R Site basis)					

Notes:

1. C-DAC Pune reserves the right to reject the bid in case the bidder fails to quote all the required items.
2. Bidder must fill in the supply prices separately as per the above table.
3. The invoice can be raised in compliance with GST requirements, giving a full bill of materials.



ANNEXURE A – COVERING LETTER

Date:

To:

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

Subject: Submission of the Technical bid for Supply of Nvidia ConnectX-7 OCP 3.0 and Nvidia ConnectX-7 HHHL Adapter Cards for NSM Sites.

Dear Sir,

We, the undersigned, offer for Supply of Nvidia ConnectX-7 OCP 3.0 and Nvidia ConnectX-7 HHHL Adapter Cards for NSM Sites in response to your [GeM Bid No & CDACP/NSM-Nvidia-Adapter/25-26/445](#). We are hereby submitting our proposal for same, which includes this technical bid and the Financial Bid separately through the [GeM portal](#).

We hereby declare that all the information and statements made in these bids 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 GeM Bid.

We confirm that the for Supply of Nvidia ConnectX-7 OCP 3.0 and Nvidia ConnectX-7 HHHL Adapter Cards for NSM Sites will be done within 90 days, 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 undertake, if our proposal is accepted, to initiate the Implementation activities towards supply of material and services, as stipulated in the referred Gem Bid/ATC etc.

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

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

Subject: Authority Letter

Reference: [GeM Bid No & CDACP/NSM-Nvidia-Adapter/25-26/445](#)

Dear Sir,

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

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

Specimen Signature:

The undersigned is authorized to issue such authorization on behalf of us.

For M/s _____ (Name of the bidder)

Signature and company seal

Name

Designation

Email

Mobile No.



ANNEXURE C – UNDERTAKING BY PRINCIPAL MANUFACTURER

(To be submitted in Original on Letterhead)

Date:

Centre Head,
Centre for Development of Advanced Computing(C-DAC)
Innovation Park, Panchavati, Pashan,
Pune – 411008.

Subject: **Undertaking by Principal Manufacturer against GeM Bid: GeM Bid No & CDACP/NSM-Nvidia-Adapter/25-26/445** for Supply of Nvidia ConnectX-7 OCP 3.0 and Nvidia ConnectX-7 HHL Adapter Cards for NSM Sites.

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 authorize M/s _____ (Name of the bidder) having their office at _____ (Address of bidder) to submit quote, supply and provide after sales support for our range of products quoted by them to meet the above mentioned GeM Bid requirements.

M/s _____ (Name of the manufacturer) within the scope of requirement as per the GeM Bid mentioned above undertake to provide technical & other support towards fulfilling the requirements of installation, commissioning, acceptance criteria and product warranty services for min. 03 years.

The undersigned is authorized to issue such authorization 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 – PERFORMANCE BANK GUARANTEE
(on non-judicial paper of appropriate value)

To,

Centre Head,
Centre for Development of Advanced Computing(C-DAC)
Innovation Park, Panchavati, Pashan Road,
Pune – 411008.
BANK GUARANTEE NO:

DATE:

Dear Sir(S),

This has reference to the Purchase Order No. __ Dated _ been placed by C- DAC on M/s _____ (Name & Address of vendor) for supply and warranty for Supply of Nvidia ConnectX-7 OCP 3.0 and Nvidia ConnectX-7 HHL Adapter Cards for NSM Sites.

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 specified in 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 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 (ies) 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 they 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 one 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 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 (37 months from date of installation) & unless a suit for action to enforce a claim under guarantee is filed against us within one 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 _____

Granted by the Bank

Yours faithfully,

For (Name of Bank)

SEAL OF THE BANK

Authorised Signatory



ANNEXURE – EMD UNDERTAKING

Date:

To:

The Centre Head,
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 carry out the for Supply of Nvidia ConnectX-7 OCP 3.0 and Nvidia ConnectX-7 HHL Adapter Cards for NSM Sites.as per GeM Bid at C-DAC, Pune, in response to your [GeM Bid No & CDACP/NSM-Nvidia-Adapter/25-26/445](#). We are hereby submitting our proposal for same, which includes Technical bid and the Financial Bid through GeM portal. As a part of eligibility requirement stipulated in said GeM Bid 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 7-10 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 GeM Bid.
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 GeM Bid and /or debarred from any **future bidding process of C-DAC or any Government entity & GeM portal 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 - Certificate from bidder/OEM

Ref: GeM Bid No & CDACP/NSM-Nvidia-Adapter/25-26/445

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 Shipme nt	*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, Gol or Latest Notifications.	
					% per item	Consolidated % of Local contents.
1						
2						
3						

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

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

For (Name of bidder)

Authorized Signatory

Name & Designation:

Mobile No:



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

Ref GeM Bid No: / Contract No.:

This Integrity Pact ("the Pact") is made and executed on this ____Day of ____Two Thousand Twenty _____at _____.

By and Between

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

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

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

Preamble

The Principal intends to award, under laid down organizational procedures, contract/s for -----
-

----- ("the Contract"). The Principal values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder/s and Contractor/s. The Principal intends to avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into. The Principal also intends that Bidder/s and Contractor/s should abstain from bribing or indulging in any corrupt practices in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the Bidder/s and Contractor/s shall commit to prevent corruption, in any form, by its officials by following transparent procedures.

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

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

Section 1

Commitments of the Principal

- 1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following: -
 - a) No employee of the Principal, personally or through relatives or any other person, will in connection with the tender, or for the execution of the Contract, demand, promise or



accept for himself/herself or any third person, any material or immaterial benefit or any other advantage from the bidder/s or contractor/s which he/she is not legally entitled to.

- b) The Principal will, during the tender process treat all Bidder/s and Contractor/s with equity and reason. The Principal will in particular, before and during the tender process, provide to all bidder/s and contractor/s the same information and will not provide to any bidder/s or contractor/s additional/confidential information through which the bidder/s and contractor/s could obtain an advantage in relation to the tender process or the contract execution.
 - c) The Principal will exclude from the process all known prejudiced persons.
- 2) If the Principal obtains information on the conduct of any of its employees, which is a criminal offence under the relevant Anti-Corruption Laws of India, or if there be a substantive suspicion and the same is prima facie found to be correct in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions In such a case while such enquiry is being conducted by the Principal, the proceedings under the contract shall not be stalled.

Section 2

Commitments of the Bidder/ contractor

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



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

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



- 1) 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)