



## TENDER DOCUMENT

Tender No: CDACP/NSM-NVlink-H100/24-25/421 Date: 29/10/2024

C-DAC, Pune invites On-line Global Tender Enquiry for Supply of NVidia H100 NVL (Nvlink), Part No.- 90-53651-0000-000.

Prospective Bidders may download the Tender Document from [www.cdac.in](http://www.cdac.in) / <https://eprocure.gov.in/eprocure/app>. Bidders are advised to go through instructions provided at 'Instructions for online Bid Submission' before uploading the bids through <https://eprocure.gov.in/eprocure/app> as per terms and conditions given in the Tender Document.

**Centre for Development of Advanced Computing**  
*A Scientific Society of Ministry of Electronics & Information Technology,  
Government of India*  
Innovation Park, Panchavati, Pashan Road, PUNE- 411008.  
Tel: +91-20-25503671 to 676  
[mmg@cdac.in](mailto:mmg@cdac.in)

**Tender No: CDACP/NSM-NVlink-H100/24-25/421 date:29/10/2024**

**Tender Schedule**

Name of the Institute	Centre for Development of Advanced Computing, Innovation Park, Panchavati, Pashan Road, PUNE 411008.
Place of Supply, Installation & Commissioning, Support etc.	Centre For Development of Advanced Computing, Innovation Park, Panchavati, Pashan Road, PUNE 411008
Date of Release of Tender	29/10/2024
Last date of submission of bids	18/11/2024, 1500 Hrs.
Date of opening of Technical bids	18/11/2024, 1530 Hrs.
Place of opening of technical bids	C-DAC, Pune 411008.

**Bidders may please note that bids in hard form will not be accepted.**

***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](http://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](mailto:support-eproc@nic.in).

## **SECTION I: INVITATION FOR BIDS (IFB)**

Centre for Development of Advanced Computing (C-DAC) is a scientific society of Ministry of Electronics and Information Technology, Government of India. C-DAC invites online bids from eligible bidders for Supply of NVidia H100 NVL (Nvlink), Part No.- 90-53651-0000-000 at C-DAC, Pune.

### **Contact information:**

**Material Management Group**

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

**Innovation Park, PANCHAVATI, Pashan Road, PUNE 411008**

**Tel No.: +91-20-25503671 to 676**

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

### **Two bid System ( On-line)**

The two bid system will be followed for this tender. In this system bidder must upload their offer in separate folders - online as explained below:

#### **Folder No. 1: "Technical Bid" shall contain: (in .pdf format - online)**

##### **Eligibility Criteria:**

- i. Covering letter as per format given in **Annexure -A**.
- ii. Annexure - B for EMD Exemption Undertaking as per GFR Rule 170 (iii)
- iii. Duly filled Bid with proper seal and signature of authorised person (with name, designation & contact no.) (on-line in pdf formats only.)
- iv. Copy of certificate of incorporation, Partnership deed / Memorandum and Articles of Association / any other equivalent document showing date and place of incorporation, as applicable.
- v. Copies of GST registration certificate and PAN card.
- vi. Copy of at least one agreement/ contract/ works order, in the name of bidder for Supply of NVidia H100 NVL (Nvlink), Part No.- 90-53651-0000-000 from any Govt. Department / Public sector Undertaking/ IT organisation in last two years.
- vii. The bidder should have an average annual turnover of Rs. 60 lakhs (min) for the last two financial years(202-23, 23-24) - Submit last audited balance sheets)
- viii. Undertaking to the effect that the terms and conditions, clauses etc. stipulated in this tender are acceptable.(as per Annexure- A attached)
- ix. The bidder must not be blacklisted by C-DAC or any other Educational/R&D/Govt. organizations. A certificate or undertaking to this effect must be submitted.

**Note:** The bidders should provide sufficient documentary evidence to support the eligibility criteria. C-DAC reserves the right to reject any bid not fulfilling the eligibility criteria.

CDAC reserves the right to reject the bid if any of the above listed document/s is not submitted.

**Folder 2: “Commercial Bid “ shall contain: (Online through <http://eprocure.gov.in>)**

The Commercial Bid completed in all respects should be submitted as per the provided BOQ

**Last Date of submission of online bids and opening of the Technical bids (online) as given in Tender Schedule on page 2.**

**Note:** Please do not upload "Commercial Bid" (prices quoted) in the technical bid folder. If the price quoted is uploaded in the technical bid folder, the bid will be rejected at the sole discretion of C-DAC.

#### **Opening of commercial bids -**

Commercial bids of the qualified bidders only will be opened, in the presence of the bidders or their authorized representative of the bidders, who choose to attend, at the **time place and date** to be informed later.

The authorized representative of bidders, present at the time of opening of the bids shall be required to sign an attendance register as a proof of having attended the commercial bid opening.

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

***(END OF SECTION - I)***

## **SECTION II: INSTRUCTIONS TO BIDDERS (ITB)**

### **1. Delivery :**

The material should be delivered within 22 Weeks positively at FOR C-DAC Pune.

### **2. Award of Contract:**

The Contract shall be awarded by:

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

**Innovation Park Panchavati Pashan Pune**

**Pune 411008, Maharashtra, INDIA**

### **3. The payments shall be released by:**

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

**Innovation Park Panchavati Pashan Pune**

**Pune 411008, Maharashtra, INDIA**

### **4. Opening of commercial bids**

Commercial bids of the qualified bidders only will be opened, in the presence of the bidders or their authorized representative of the bidders, who choose to attend, at the time place and date to be informed later. The authorized representative of bidders, present at the time of opening of the bids shall be required to sign an attendance register as a proof of having attended the commercial bid opening.

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

### **5. Earnest Money Deposit (EMD)**

#### ***Declaration in lieu of Earnest Money Deposit (EMD)***

The bidder to submit EMD / bid security declaration, as given in Annexure - B, subject to the conditions stipulated therein. The legal actions may be taken as per the Declaration in following cases:

- 1.1. If the bidder withdraws the bid during the period of bid validity specified in the tender.
- 1.2. In case a successful bidder, fails to furnish the Performance Security (Refer Clause 3 of Section II).
- 1.3. If the bidder fails to furnish the acceptance in writing, within 7 days of award of contract/ order.

### **6. Period of validity of bids**

- 6.1 Bids shall be valid for minimum 75 days from the date of submission. A bid valid for a shorter period shall stand rejected.
- 6.2 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. A bidder agreeing to the request for extension will not be permitted to modify his bid.

## **7. Bid Opening & Evaluation of Bids**

- 7.1 The bids will be evaluated based on eligibility criteria stipulated at Para 3 of Section - II and the credentials of bidder..
- 7.2 The bidders whose 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 and time of the opening of the commercial bid.
- 7.3 The bids shall be evaluated by the duly constituted Technical Evaluation Committee (TEC). The TEC shall be empowered to take appropriate decisions on minor deviations, if any.
- 7.4 The bidder's name, bid prices, discounts and such other details considered as appropriate by C-DAC, will be announced at the time of opening of the commercial bids.

## **8. Comparison of Bids**

- 8.1 Only the short-listed bids from the bid evaluation shall be considered for commercial comparison.
- 8.2 The commercial bids will be evaluated on the basis of prices quoted. The contract will be awarded to lowest evaluated bidder.

## **9. Award of Contract**

- 9.1 C-DAC shall award the contract to the eligible bidder whose bid has been accepted and determined as the lowest evaluated commercial bid. However, CDAC reserves the right and has sole discretion to reject the lowest evaluated bid.
- 9.2 If more than one bidder happens to quote the same lowest price, CDAC reserves the right to decide the criteria and further process for awarding the contract, decision of C-DAC shall be final for awarding the contract.

## **10. Purchaser's Right to amend / cancel**

- 10.1 C-DAC reserves the right to amend the eligibility criteria, commercial terms & conditions, Scope of Supply, etc.
- 10.2 C-DAC reserves the right to cancel the entire tender without assigning any reasons there for.

## **11. Corrupt or Fraudulent Practices.**

- 11.1 It is expected that the bidders who wish to bid for this project have highest standards of ethics.
- 11.2 CDAC will reject bid if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices while competing for this contract;
- 11.3 CDAC 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.

**12. 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, CDAC shall be final and binding on all parties.

***(END OF SECTION - II)***

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

#### **1. Prices**

- 1.1 The prices quoted shall remain firm and no escalation will be permitted during the validity period of the contract /agreement.
- 1.2 Bidder must quote in INR or In US Dollar currency in BOQ format of CPPP only.
- 1.3 For the purpose of comparison of prices on equal basis, the prices quoted in foreign Currencies shall be converted to equivalent Indian Rupees. The exchange rate as on the date of opening of technical bids shall be considered for the purpose of comparison.

#### **2. Taxes & Duties:**

The bidder must mention clearly the applicable GST & duties, as on date on submission of bids. In case of change in statutory rates of taxes & duties, the same as applicable on the date of providing of services will be paid.

#### **3. Warranty - 03 Years Comprehensive.**

#### **4. Payments:**

90% after Delivery and acceptance by CDAC within 30 days credit thru NEFT /SWIFT payment and balance 10% will be released against submission of Performance Bank Guarantee (3% of total order value).

**All payments are subject to statutory deductions, wherever applicable. TDS certificate will be issued by C-DAC where tax is deducted at source.**

#### **5. Penalty for unsatisfactory Services**

If in view of C-DAC the material supplied are not satisfactory or not up to the mark. C-DAC will issue the notice in writing to the bidder, seeking explanation and/ or giving reasonable time for rectification/ improvement. If the faults are not rectified in time or to the satisfaction of C-DAC, CDAC reserves the right to levy penalty @ of 0.5 % of total order value for each such notice.

The delay in rectification of faults or any flaw in rendering services to C-DAC that is not attributed to bidder viz. arranging of material and the conditions arising out of Force Majeure will not be considered for the purpose of calculating penalties.

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

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

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

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

#### **8. Arbitration:**

In case any dispute arises between the C-DAC and successful service provider with



respect to the order, 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 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.

**9. Termination:**

Either party is entitled to terminate the contract in writing if the other party commits a significant breach of the contract and fails to remedy such breach within 30 days of being brought to the attention of the other party. In such an event, the contract fee should be applied on pro-rata basis, up to termination date and any balance due/excess paid shall be paid/ refunded

**10. Indemnity:**

Selected bidder shall save and indemnify and hold harmless CDAC from any third party Govt. Claims, losses penalties, if any, arising in connection with this Contract/ agreement, if the reason for such claims etc are attributed to the Contractor

**11. Assignment:**

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

**12. Severability:**

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

**13. Clause - Integrity Pact**

The bidder is required to enter into an Integrity Pact with C-DAC. For this, the bidder shall submit the scanned copy of signed, stamped and notarised Integrity Pact on Rs. 100 stamp paper, as part of technical bid, failing which, the Proposal submitted by the concerned bidder will be summarily rejected.. The original document should be couriered to C-DAC. The format for the Integrity Pact is provided in **Annexure G**.

**Details of IEM is provided below:**

(1) Shri M Peter Johnson - email: johnson.mp@nic.in

(2) Shri Vijay Kumar Singh - email: [vijaykumarsingh@hotmail.com](mailto:vijaykumarsingh@hotmail.com)

***(END OF SECTION - III)***



### Section - IV: Scope of Supply

Sr. No.	Item Description	Qty. (Pairs)
01.	NVidia H100 NVL (Nvlink), Part No.- 90-53651-0000-000.	04



Section - V: Un-Price Schedule

Sl. No.	Item Description	Qty	Units	BASIC RATE In Figures To be entered by the Bidder in Rs. P /US\$	GST in %	TOTAL AMOUNT Without Taxes in Rs. P	TOTAL AMOUNT With Taxes
1	2	3	4	5	6	7	8
1							
1.01	NVidia H100 NVL (Nvlink), Part No. - 90-53651-0000-000.	04	Pairs				
1.02	Any other Charges, if any.						

For the purpose of comparison of prices on equal basis, the prices quoted in foreign Currencies shall be converted to equivalent Indian Rupees. The exchange rate as on the date of opening of technical bids shall be considered for the purpose of comparison.

*(End of Section - V)*



**ANNEXURE A - COVERING LETTER**

Date:

To:

The Executive Director,

Centre for Development of Advanced Computing (CDAC) Innovation Park, Panchavati,  
Pashan Road,

Pune - 411008 Maharashtra, INDIA

**Subject:** Submission of bid for NVidia H100 NVL (Nvlink), Part No.- 90-53651-0000-000 for C-DAC, Pune.

Dear Sir,

We, the undersigned, offer to Supply..... at C-DAC, in response to your Tender No ..... We are hereby submitting our proposal for same, which includes Technical bid and the Financial Bid through e-procurement (CPPP) 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 Performance Bank Guarantee of 3 % of the contract / order value, as per terms stipulated in the tender.

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

We agree to abide by all the terms and conditions of the tender document, including corrigenda. We would hold the terms of our bid valid for 90 days as stipulated in the tender document.

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

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

Yours sincerely,

Authorized Signatory:

Name and Title of Signatory: e-mail:

Mobile No:

**Annexure - B - Undertaking for EMD**

Date:

To:

The Director General,  
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 NVidia H100 NVL (Nvlink), Part No.- 90-53651-0000-000 for C- at C-DAC Innovation Park, Pashan, Pune- 411 008 at C-DAC Pune, in response to your Tender No----- . We are hereby submitting our proposal for same. 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 90-days from the date of submission and that we will not withdraw or modify our bid during the validity period,
2. In case, we are declared as successful bidder and an order is placed on us, we will submit the acceptance in writing within 7 days of placement of order on us.
3. In case, we are declared as successful bidder and an order is placed on us, we undertake, to abide by the terms stipulated in the said Tender.
4. In case of failure on our part to comply with any of the above said requirements, we are aware that we shall be declared as un-eligible for said tender and /or debarred from any **future bidding process of C-DAC for a period of minimum one year.**
5. The undersigned is authorized to sign this undertaking.

Yours sincerely,

Authorized Signatory:

Name and Title of Signatory:

e-mail:

Mobile No:

**ANNEXURE C - AUTHORITY LETTER**

Date:

To:

The Executive Director,

Centre for Development of Advanced Computing (CDAC) Innovation Park, Panchavati,  
Pashan Road,

Pune - 411008 Maharashtra, INDIA

**Subject:** Authority Letter

Reference: Tender No :

Dear Sir,

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

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

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 D - CERTIFICATE/UNDERTAKING FROM BIDDER**

*(ON COMPANY'S LETTERHEAD)*

*To: Executive Director,*

*C-DAC, Pune - 411008*

*Ref: Tender / Enquiry No. XXX dt. XXXX*

*We have read the clause mentioned in Order (Public Procurement No. 1) No. F.No.6/18/2019-PPD of Public Procurement Division, Department of Expenditure, Ministry of Finance dated 23rd July 2020 and further Order/OMs regarding restrictions on procurement from a bidder of a country which shares a land border with India.*

*In view of this, we certify that,*

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

*OR*

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

*(Delete whatever is not applicable)*

*For (Name of Bidder)*

*Authorised Signatory*

*(Name & Signature)*

*(Company's Seal)*



**Annexure E**  
**(ON COMPANY'S LETTERHEAD)**

Name of Bidder:

Detailed Address: (for release of INR order):

Contact Person:

Mobile No:

**DETAILS OF DEVICES / ITEMS / COMPONENTS / SOFTWARES**

Sr. No.	Description / Item	Make/ Model No	Declaration as per 6/18/2019-PPD & No.P-45021/112/2020-PP(BE-II)(E-43780) (Of OEM +Bidder)		(% Make in India contents (F. No. W-43/4/2019-IPHW- MeitY)
			Country of Origin of OEM	Country of Manufacture	
1					

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

**ANNEXURE F - UNDERTAKING BY PRINCIPAL MANUFACTURER(S)**

(To be submitted in Original on Letterhead-Separately for items in each Category)

Date:

**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 e-procurement Tender no. .... For .....

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

Distributors/ Dealers for our range of products quoted by them, as listed below:

- 1.
- 2.

Within the scope of requirement as per the tender mentioned above, we undertake to provide technical & other support for the product and warranty services of the components to be supplied and installed at C-DAC Pune by M/s. (Name of bidder) against said tender.

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

The undersigned is 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-G

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

### INTEGRITY PACT

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

#### By and Between

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

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

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

#### Preamble

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

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

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

## **Section 1**

### **Commitments of the Principal**

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

## **Section 2**

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

- 1) The Bidder / Contractor commits to take all measures necessary to prevent corrupt practices, unfair means and illegal activities . He commits himself to observe the following during his participation in the tender process and during the contract execution:
  - a) The Bidder / Contractor undertakes that he/she has not given, offered or promised to give directly or indirectly any bribe, gift, consideration, reward, favour any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Principal, for which benefit etc. he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
  - b) The Bidder / Contractor will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Principal, for which benefit etc. he/she is not legally entitled to, in order to obtain in exchange any advantage of

any kind whatsoever during the tender process or during the execution of the contract

- c) The Bidder / Contractor will not enter into any agreement or understanding with other Bidders in connection with the bid, including but not limited to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.
- d) The Bidder / Contractor will not commit any offence under the relevant provisions of Anti-Corruption Laws of India/Indian Penal Code, 1860, Information and Technology Act, 2000, Competition law or any other relevant laws, enactments, rules and regulations. Further the Bidder / Contractor will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically. The Bidder / Contractor also undertakes to exercise due and adequate care of any such information so divulged.
- e) The Bidder / Contractor further confirms and declares to the Principal that the Bidder / Contractor is the original manufacturer / integrator / authorised government sponsored export entity and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the Principal or any of its functionaries, whether officially or unofficially to the award of the contract to the Bidder / Contractor, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- f) The Bidder / Contractor will, when presenting his bid, disclose any and all payments he has made, is committed to make or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract and the details of the services agreed upon for such payments.
- g) The bidder(s)/ contractor (s) of foreign origin shall disclose the name and address of agents and representatives in India related to this tender. Similarly, the bidder(s)/ contractor(s) of Indian nationality shall furnish the name and address of their foreign principals or associates, if any, related to this tender.
- h) The Bidder / Contractor shall not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- i) If the Bidder / Contractor or any employee of the Bidder / Contractor or any person acting on behalf of the Bidder / Contractor, either directly or indirectly, is a relative of any of the officers of the Principal, or alternatively, if any relative of an officer of the Principal has financial interest / stake in the Bidder's / Contractor's firm, proprietorship, company, etc. the same shall be disclosed by the Bidder / Contractor at the time of filing of tender/EoI. The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act, 2013.

- j) The Bidder / Contractor shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the Principal.
  - k) The bidder / contractor shall disclose the circumstances, arrangements, undertakings or relationships that constitute, or may reasonably be considered to constitute, an actual or potential conflict of interest with its obligations specified in the tender process or under any Agreement which may be negotiated or executed with Principal. Bidder / Contractor and its employees, agents, advisors and any other person associated with the bidder / contractor must not place themselves in a position which may, or does, give rise to conflict of interest (or a potential conflict of interest between the interests of Principal or any other interests during this tender process or through operation of the Agreement.
  - l) The bidder(s)/ contractor (s) who have signed the Pact shall not approach the Courts while the matters/disputes/issues, related to tender process or the Contract are presented before the IEM and awaiting the final decision.
- 2) The Bidder / Contractor will not instigate third persons to commit above mentioned acts / omissions / offences outlined above or be an accessory to such offences.

### **Section 3**

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

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

## **Section 4**

### **Compensation for Damages**

- 1) Without prejudice to any rights that may be available to the Principal under any law or the contract or its laid down policies and procedures, the Principal shall have the following rights in case of breach of this Pact by the Bidder/Contractor:
  - a) To forfeit the Earnest Money/Bid Security if the Bidder is disqualified from the tender process prior to the award in terms of Section 3;
  - b) To forfeit/invoke the Security Deposit/ Performance Bank Guarantee if the Principal has either terminated or is entitled to terminate the Contract of the Bidder in terms of Section 3.
  - c) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the Bidder / Contractor.
  - d) To immediately cancel the contract, if already signed, without giving any compensation to the bidder / contractor. The Bidder / Contractor shall be liable to pay the compensation for any loss or damage to the Principal resulting from such cancellation / rescission and the Principal shall be entitled to deduct the amount so payable from the amount due to the Bidder / Contractor.
  - e) To recover all sums already paid by the Principal, with interest at \_\_\_% @ p.a. if any outstanding payment is due to the Bidder / Contractor from the Principal in connection with any other contract, such outstanding payment could also be set off to recover the aforesaid sum and interest.
  - f) To recover all sums paid in violation of this Pact by the Bidder / Contractor to any middleman or agent or broker with a view to securing the contract.

## **Section 5**

### **Previous transgression**

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

## **Section 6**

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

- 1) The Principal will enter into Pacts on identical terms with all bidders and contractors.

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

## **Section 7**

### **Independent External Monitor / Monitors**

- 1) The Principal appoints competent and credible Independent External Monitor as nominated and approved by the Central Vigilance Commission. The task of the IEM is to review independently and objectively, whether and to what extent the Parties comply with the obligations under this Pact. The IEM would be required to sign 'Non- Disclosure Agreements' alongwith a declaration of 'Absence of Conflict of Interest'. In case of any conflict of interest arises at a later date, the IEM shall inform Chairperson of the Board of the Principal and recuse himself/herself from that case.
- 2) The IEM is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairperson of the Board of the Principal. The IEM would be provided access to all documents/records pertaining to the contract for which a complaint or issue is raised before them, as and when warranted. However, the documents/records/ information having National Security implications and those documents which have been classified as Secret/Top Secret are not to be disclosed.
- 3) The Bidder / Contractor accepts that the IEM has the right to access, without restriction, all Project documentation available with the Principal including the documents/ records/ information provided by the Bidder/Contractor. The Bidder/Contractor will also grant the IEM, upon their request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The IEM is under contractual obligation to treat the documents/ records/ information of the Bidder/Contractor/ Subcontractor with confidentiality.
- 4) The Principal will provide to the IEM sufficient information about all meetings among the parties related to the Project provided that such meetings could have an impact on the contractual relations between the Principal and the Bidder/Contractor. The Parties will offer to the IEM the option to participate in such meetings.
- 5) As soon as the IEM notices, or suspects, a violation of this Pact, he will inform the Management of the Principal and request the Management to discontinue or rectify the violation, or take any other relevant action. The IEM can in this regard submit nonbinding recommendations. Beyond this, the IEM has no right to demand from the Parties that they act in a specific manner, refrain from action or tolerate action. However, the IEM shall give an opportunity to the Bidder / Contractor to present his case before making its recommendations to the Principal.



- 6) The IEM is expected to tender their recommendation on all the complaints within 30 days of their receipt, to the Chairperson of the Board of the Principal. Further, should the occasion arise, the IEM may submit proposals for correcting problematic situations.
- 7) If the IEM has reported to the Chairperson of the Board of the Principal a substantiated suspicion of an offence under relevant Anti-Corruption Laws of India/Indian Penal Code, 1860, or any other relevant laws and the Chairperson has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the IEM may transmit this information directly to the Central Vigilance Commissioner, Government of India.
- 8) The word 'IEM' would include both singular and plural.

## **Section 8**

### **Pact Duration**

- 1) This Pact comes into force when both parties have signed it. It expires for the Bidder / Contractor 12 months after the last payment under the respective contract, and for all other Bidders / Contractors 6 months after the contract has been awarded.
- 2) If any claim is made / lodged during the aforesaid duration, the same shall continue to be valid despite the lapse of this pact as specified above, till it is discharged / determined by Chairperson of the Board of the Principal.

## **Section 09**

### **Other provisions**

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

-----

For the Principal

-----

For the Bidder / Contractor

Place -----

Witness 1 : -----

Date -----

Witness 2: -----

**\* \* \* (End of Document) \* \* \***