

Centre for Development of Advanced Computing
A Scientific Society of Ministry of Electronics & Information Technology,
Government of India
Innovation Park, Panchavati, Pashan Road, Pune - 411008
Tel: +91-20-25868086 / 020-25503671-75
www.cdac.in / mmg@cdac.in

**C-DAC INVITES BIDS FOR
“SUPPLY, INSTALLATION, INTEGRATION, TESTING & COMMISSIONING
(SIITC) OF SSD and PCIe Adapter” THROUGH THE GEM PORTAL.**

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. Requirement mentioned under the Schedule of Requirements (**Section- III**) and other terms and conditions stipulated in this document through GEM Portal.

2. CONTACT INFORMATION:

Materials Management Group 2ND Floor

Centre for Development of Advanced Computing (C-DAC) Innovation Park, PANCHAVATI, Pashan Road, Pune 411008. Tel No.: +91-20-2550 3671 to 676 Fax No.: +91-20-25694004

E-mail: mmg@cdac.in

3. DOCUMENTS TO BE SUBMITTED ALONG WITH BID (TECHNICAL COVER)

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

- a. Covering letter, as per **Annexure - A**.
- b. Authority letter, as per **Annexure - B**.
- c. The undertakings from the Principal Manufacturers (OEMs) of equipment/ items offered as per **Annexure - C**.
- d. **Details of EMD amount submitted** OR only in case of exempted bidders, the Undertaking on bidder's letterhead, towards EMD exemption as per format given in **Annexure - E**
- e. Undertaking to be submitted as per **Annexure - F** in compliance to the Make In India order/OM.
- f. Undertaking to be submitted as per **Annexure - G** in compliance to the Land Border Sharing order/OM
- g. Scanned copy of the duly signed Integrity pact to be submitted as per **Annexure - H**.
- h. Copy of GST registration certificates, as applicable.
- i. Compliance statement indicating the compliance of the items, equipment, and solution offered with the tender specifications.
- j. A copy of a certificate from a Chartered Accountant certifying the annual sales turnover of the bidder for the last 3 financial years.
- 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.

(END OF SECTION I)

Section II - INSTRUCTION TO BIDDERS

1. LOCATION FOR THE SUPPLY, INSTALLATION & WARRANTY SERVICES:

Centre for Development of Advanced Computing (C-DAC) Innovation Park, PANCHAVATI, Pashan Road, Pune 411008

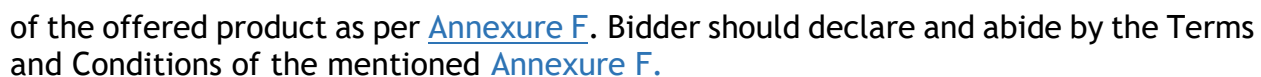
2. EXECUTION & DELIVERY PERIOD:

SSD and PCIe Adapter along with all necessary components, accessories, hardware etc. must be supplied within 45 Days from the Date of award of contract.

3. ELIGIBILITY CRITERIA:

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

- a. The bidders should upload the required documents / financial instruments as stipulated at point 3 of Section - I.
- b. The bidder must be either a Principal Manufacturer (OEM - Original Equipment Manufacturer) of items required or their respective Indian subsidiary, or their (OEM's) authorized system integrator/dealer in India.
- c. Manufacturer authorization: Manufacturers Authorization Form (MAF)/ Certificate from OEM(s) need to be submitted with details such as Bid No., OEM name, designation, address, e-mail Id and Phone No. required to be furnished along with the bid.
- d. If the bidder is an authorized system integrator/dealer, the specific authorization letter/s from Principal/s, as per **Annexure - C** must be submitted along with the technical bid. In this case, the authorization letter (**Annexure - C**) issued by the Indian subsidiary of the Principal Manufacturer is acceptable.
- e. If the bid is submitted by the Indian subsidiary of the Principal Manufacturer (OEM), the letter from the Principal Manufacturer (OEM) must be submitted certifying that the bidder is the subsidiary company of the Principal Manufacturer (OEM) in India.
- f. The Indian agent or System Integrators/dealer and the principal manufacturer (OEM) of the item cannot bid simultaneously. Further, the OEM is not allowed to quote/allow their product through SI if they themselves are participating in the bid directly.
- g. The bidder must have an average annual sales **turnover of Rs. 60 lakhs (Rs. Sixty Lakhs ONLY)** for the last three financial years. Bidder shall submit the supporting documents towards the same.
- h. The bidder must have executed successfully at least one order of Supply and Installation of PCIe Gen 5 or higher SSD and PCIe 5.0 to U.2 Adapter
- i. The bidder must quote for all the items required to complete the scope of supplies as given in **Section IV** of this document.
- j. The bidder must not be blacklisted by C-DAC or any other Educational / R&D / Govt. Organizations / PSUs, as on date of submission of bids. A certificate or undertaking to this effect must be submitted as per **Annexure A**.
- k. The product offered should be in compliance with the Order No.F.7/10/2021-PPD (1) (Public Procurement No. 4) dated 23.02.2023 issued by Procurement Policy Division, Department of Expenditure, Ministry of Finance, GOI. Bidder has to submit a declaration in this regard as per Annexure G. Also, bidder has to declare the COUNTRY OF ORIGIN OF OEM and COUNTRY OF MANUFACTURING of the offered product as per Annexure G
- l. As the Make In India Order No. P-45021/2/2017-PP(BE-II)-Part(4)Vol.II dated 19.07.2024 issued by Public Procurement Section, Department of Promotion of Industry and Internal Trade (DPIIT), Ministry of Commerce & Industry, GoI kindly mention the MII (%)



- m. The printed catalogue/leaflet/brochures/ product links, published by the principal manufacturer of the items quoted to be submitted along with the Technical Bid.
- n. The bidder must submit the signed Integrity Pact as provided in Annexure H, non-submission of the same may lead to disqualification of the bidder.
- o. The printed catalogue/leaflet/brochures/ product links, published by the principal manufacturer of the items quoted to be submitted along with the Technical Bid.
- p. The bidder must submit the technical compliance sheet/report as per the technical requirements/features, the mandatory conditions, scope of work, benchmarks, stating deviations if any.
- q. The bidder must be a legal Indian entity registered under the appropriate Law/ Act.

As part of Technical Evaluation, after verifying the eligibility compliance and technical specification verification, the bidder who qualify both the mentioned aspects, shall be requested to provide the following sample hardware components for Proof of Concept (POC) to test with our Rudra server, so as to ensure technical compatibility and performance validation with our existing infrastructure:

- VALIDATION PROCESS:** The validation process shall be as follows:

1. The supplied hardware will undergo performance and compatibility testing on our Rudra server infrastructure.
2. Bidders must ensure that the sample units meet the stated specifications.
3. Approval for final procurement shall be contingent upon successful completion

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

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

Name of the bidder:					
Sl. No.	Section / Page No	Clause Reference	Clarification / Change Request	Justification (In case of Change Request)	C-DAC Response

5. EXEMPTIONS:

If in the view of bidder, any exemption / relaxation is applicable to them from any of the eligibility requirements under any Rules, process, Guidelines, Directives of Government of India, bidder may submit their claim for the applicable exemption /relaxation, quoting the valid Rule, process, Guidelines or Directives. In this case the bidder must submit necessary and sufficient valid documents along with the technical bid, in support of their claim. The decision about granting the exemption/ relaxation will be taken by the bid evaluation committee which is empowered to grant exemption/relaxation.

6. AMENDMENT TO BIDDING DOCUMENTS

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

- The amendments to the documents, if any, will be notified by release of Corrigendum Notice on, GeM portal / www.cdac.in/ tender against this bid. The amendments/ modifications will be binding on the bidders.
- C-DAC at its discretion may extend the deadline for the submission of bids if it thinks necessary to do so or if the bid document undergoes changes during the bidding period, in order to give prospective bidders time to take into consideration the amendments while preparing their bids.

7. BID SECURITY / EARNEST MONEY DEPOSIT (EMD)

- The bidder should submit an the EMD amount as per the GeM bid document.
- MSE / Start-ups / Exempted bidders as per GeM policy, for the offered solution may be exempted from submitting the EMD as mentioned in the GeM bid document. The exempted bidders as per EXEMPTION clause above should submit the relevant document for the exemption sought. Also, bidder claiming exemption should submit EMD undertaking as per Annexure E instead of EMD amount.

The EMD shall be forfeited and/or legal actions may be taken as per the EMD Declaration in following cases:

- If the bidder withdraws the bid during the period of bid validity specified in the tender.
- In case a successful bidder, fails to furnish the Performance Security (Refer Clause 3 of Section II).

- If the bidder fails to furnish the acceptance in writing, within 7 days of award of contract/ order.

8. PERIOD OF VALIDITY OF BIDS

- a. Bids shall be valid for minimum 120 days from the date of submission. A bid valid for a shorter period shall stand rejected.
- b. C-DAC may ask for the bidder's consent to extend the period of validity. Such request and the response shall be made through GeM portal only. The bidder is free not to accept such request without forfeiting the EMD/BG/ Annexure E.

9. PURCHASER'S RIGHT TO AMEND / CANCEL

- a. 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.
- b. C-DAC reserves the right to cancel the entire or partially tender without assigning any reasons thereof.
- c. C-DAC reserves the right to reject the bid submitted by the lowest evaluated bidder.

10. CORRUPT OR FRAUDULENT PRACTICES

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

- a. 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;
- b. C-DAC may declare a vendor ineligible, either indefinitely or for a stated duration, to be awarded a contract if it at any time determines that the vendor has engaged in corrupt and fraudulent practices during the award / execution of contract.

11. INTERPRETATION OF THE CLAUSES IN THE BID DOCUMENT / CONTRACT DOCUMENT

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

12. INDEMNITY:

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

- a. infringement of any law pertaining to intellectual property, patent, trademarks, copyrights, safety and security etc. by the bidder or
- b. such other statutory infringements by the successful bidder pertaining to perform the work, or
- c. any act/omission/performance/under or non or part performance/failure of the bidder.

13. TERMINATION

In case of the delay in providing the stipulated supplies / services, and /or defect/under or non- performance pertaining to the services / products supplied by the bidder, C-DAC will give written notice to the bidder requesting to rectify the needful within 15 days of notice. If

bidder fails to comply with the requirements, C-DAC shall have the right to terminate the contract and / or cancel the order/s. The successful bidder agrees and accepts that he shall be liable to pay damages claimed by C-DAC, in the event of termination of contract / cancellation of order. The successful bidder may terminate the contract by at least 15 days' written notice, only in the event of non-payment of undisputed invoices for 30 days from the due date. Except this situation, the successful bidder shall have no right of termination.

C-DAC reserves the right to terminate the contract / cancel order with or without cause/ reason, by giving 30 days' notice to the successful bidder.

14. ASSIGNMENT:

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

15. 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 as per **Annexure H** on of appropriate denomination, 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.

Details of IEM is provided below:

- 1) Shri. M P Johnson - Email ID- johnsonmp1961@gmail.com
- 2) Shri. Vijay Kumar Singh Email ID - vijaysinghsls10@gmail.com

(END OF SECTION II)

Section III - SPECIAL CONDITIONS OF CONTRACT

1. PRICES

- The price shall be considered firm. No price escalation will be permitted (except Govt. Statutory Levies if changed by Govt after submission of the bid).
- The prices will be compared on GST-inclusive rates quoted/calculated by the bidder and as per the GeM GTC. In case of errors, the bidders will not be permitted to change the GST percentage.
- The prices quoted must be “All inclusive- till destination”, (including local freight, insurance, forwarding, loading/unloading, installation, testing, commissioning and all incidental charges till destination).
- The statutory taxes and duties applicable at the time of supply of material shall be applicable if offered.
- The responsibility, cost and risk of the consignment shall rest with the bidder till receipt of goods is acknowledged by the end user at site(s). However, such receipt/ acknowledgement shall not be treated as acceptance of goods.

2. SOFTWARE LICENSES: (IF APPLICABLE)

Software licenses, if any, shall be required in the name host institutes. The licenses shall contain paper/electronic licenses (wherever applicable).

3. PERFORMANCE SECURITY / BANK GUARANTEE (PBG):

The successful bidder will be required to furnish the Performance Guarantee towards the items supplied, in the form of a Bank Guarantee in INR equivalent to 5% amount of the total order value, as per the format attached to this document (**Annexure - D**).

This bank guarantee should be submitted after receipt of the order / GeM contract within 15 days. The Bank Guarantee shall remain valid for **64 months** from the date of the GeM contract covering the delivery, installation, testing, commissioning and warranty duration. The PBG must be negotiable at a branch of issuing bank in India. In case of no warranty/services claims towards the items under warranty and services during the validity period of the bank guarantee, the PBG will be returned on completion of the warranty period.

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

- The vendor fails to supply/install / test/commission / execute any other associated activity; or
- The Item/Components fail to achieve the performance as stipulated in this document or
- The bidder fails to provide the warranty and other services in scheduled time frame, as stipulated in this document or
- The bidder delays to provide the warranty services as stipulated in this document.

4. 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 therefrom 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.

7. PENALTY FOR DELAYED DELIVERY /SERVICES

For delayed delivery of the solution the penalty shall be as per GEM standard clause. For delay in services/support, if the Vendor fails to complete service / rectification with defined time limit, a penalty of 0.5% of total price of the delayed product shall be charged as penalty for each week of delay from the Vendor. Vendor can deposit the penalty with C-DAC directly else the C-DAC shall have a right to recover all such penalty amount from the Performance Security deposit (PBG/ePBG).

Cumulative Penalty cannot exceed more than 5% of the total contract value after which the C-DAC will have the right to get the service / rectification done from alternate sources at the risk and cost of the vendor besides forfeiture of PBG. Vendor will be liable to re-imburse the cost of such service / rectification to the C-DAC at actuals.

C-DAC reserves the right to cancel the order in case the delay is more than 2 weeks. The delay in delivery and/or execution, not attributed to supplier viz. delay in site allocation / availability, delay in submission of required documents (by C-DAC), approval etc. and the conditions arising out of Force Majeure will not be considered for the purpose of calculating penalties.

All delays occurring/envisaged by the vendor need to be intimated at least two weeks in advance from the occurrence (including Force Majeure).

8. JURISDICTION

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

9. 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), hostilities, national emergencies, civil commotion and strikes at successful Bidder's premises or any other act beyond control of the bidder.

10. RISK AND OWNERSHIP

Upon 100% of payment and post successful acceptance testing, C-DAC shall become owners of goods / software ordered. However, all risks, responsibilities, liabilities thereof in all goods shall remain with selected bidder till installation, commissioning, integration, training and knowledge transfer of all goods to the end user. Part deliveries shall not be treated as deliveries. Only full deliveries of all items ordered will be considered as delivery.

11. 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.

12. SUB-CONTRACTING

The supplier shall notify the Procuring Entity in writing all subcontracts awarded

under the contract. In its original bid or later, such notification shall not relieve the contractor from any of its liability or obligation under the terms and conditions of the contract. Subcontracts must comply with and should not circumvent Contractor's compliance with its obligations as per this tender, based on which the contract was awarded to him.

(END OF SECTION III)

Section IV - SCHEDULE OF REQUIREMENTS/SCOPE OF WORK

DETAILED SCOPE OF WORK/REQUIREMENTS

Mandatory Submission of Sample Hardware for Proof of Concept (POC)

To ensure technical compatibility and performance validation with our existing infrastructure, bidders are required to provide the following sample hardware components for Proof of Concept (POC) testing with our Rudra server:

1. One Quantity of PCIe Gen 5 or higher NVMe SSD with 15TB or higher capacity with U.2 15mm form factor and providing 10GBps or higher sequential read throughput and 5GBps or higher sequential write throughput. Also, the drive should support minimum 2 Mn random read IOPS and minimum 300K random write IOPS. The endurance should be 28000 TBW or higher for random 4KB workload.
2. One Quantity of PCIe 5.0 to U.2(SFF-8639) Adapter, 128Gbps GEN5 U .2 SSD to PCIE X4 X8 X16 Expansion Card Compatible with PCIe 4.0/3.0/2.0

Validation Process:

- The supplied hardware will undergo performance and compatibility testing on our Rudra server infrastructure.
- Bidders must ensure that the sample units meet the stated specifications.
- Approval for final procurement shall be contingent upon successful completion

1. U.2 NVMe SSD and PCIe 5.0 to U.2(SFF-8639) Adapter for Rudra Based HPC Cluster at IISC Bangalore

1	U.2 NVMe SSD (Qty 8)	
	Model	
	Description	PCIe Gen 5 or higher NVMe SSD with 15TB or higher capacity with U.2 15mm form factor and providing 10GBps or higher sequential read throughput and 5GBps or higher sequential write throughput. Also, the drive should support 2Mn random read IOPS and 300K random write IOPS. The endurance should be 28000 TBW or higher for random 4KB workload. The drive should have at least 5 years warranty.
2	Adapter (Qty 8)	
	Model	SFF-8639 Adapter
	Description	PCIe 5.0 to U.2(SFF-8639) Adapter, 128Gbps GEN5 U.2 SSD to PCIE X4 X8 X16 Expansion Card Compatible with PCIe 4.0/3.0/2.0

2. U.2 NVMe SSD and PCIe 5.0 to U.2(SFF-8639) Adapter for Rudra Based HPC Cluster at IIT Kharagpur

1	U.2 NVMe SSD (Qty 8)	
	Model	
	Description	PCIe Gen 5 or higher NVMe SSD with 15TB or higher capacity with U.2 15mm form factor and providing 10GBps or higher sequential read throughput and 5GBps or higher sequential write throughput. Also, the drive should support 2Mn random read IOPS and 300K random write IOPS. The endurance should be 28000 TBW or higher for random

		4KB workload. The drive should have at least 5 years warranty.
2	Adapter (Qty 8)	
	Model	SFF-8639 Adapter
	Description	PCIe 5.0 to U.2(SFF-8639) Adapter, 128Gbps GEN5 U.2 SSD to PCIE X4 X8 X16 Expansion Card Compatible with PCIe 4.0/3.0/2.0

3. U.2 NVMe SSD and PCIe 5.0 to U.2(SFF-8639) Adapter for Rudra Based HPC Cluster at IIT Kanpur

1	U.2 NVMe SSD (Qty 8)	
	Model	
	Description	PCIe Gen 5 or higher NVMe SSD with 15TB or higher capacity with U.2 15mm form factor and providing 10GBps or higher sequential read throughput and 5GBps or higher sequential write throughput. Also, the drive should support 2Mn random read IOPS and 300K random write IOPS. The endurance should be 28000 TBW or higher for random 4KB workload. The drive should have at least 5 years warranty.
2	Adapter (Qty 8)	
	Model	SFF-8639 Adapter
	Description	PCIe 5.0 to U.2(SFF-8639) Adapter, 128Gbps GEN5 U.2 SSD to PCIE X4 X8 X16 Expansion Card Compatible with PCIe 4.0/3.0/2.0

4. U.2 NVMe SSD and PCIe 5.0 to U.2(SFF-8639) Adapter for Rudra Based HPC Cluster at CSIR 4PI Bangalore

1	U.2 NVMe SSD (Qty 8)	
	Model	
	Description	PCIe Gen 5 or higher NVMe SSD with 15TB or higher capacity with U.2 15mm form factor and providing 10GBps or higher sequential read throughput and 5GBps or higher sequential write throughput. Also, the drive should support 2Mn random read IOPS and 300K random write IOPS. The endurance should be 28000 TBW or higher for random 4KB workload. The drive should have at least 5 years warranty.
2	Adapter (Qty 8)	
	Model	SFF-8639 Adapter
	Description	PCIe 5.0 to U.2(SFF-8639) Adapter, 128Gbps GEN5 U.2 SSD to PCIE X4 X8 X16 Expansion Card Compatible with PCIe 4.0/3.0/2.0

5. U.2 NVMe SSD and PCIe 5.0 to U.2(SFF-8639) Adapter for Rudra Based HPC Cluster at CR Rao Hyderabad

1	U.2 NVMe SSD (Qty 8)	
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	Model	
	Description	PCIe Gen 5 or higher NVMe SSD with 15TB or higher capacity with U.2 15mm form factor and providing 10GBps or higher sequential read throughput and 5GBps or higher sequential write throughput. Also, the drive should support 2Mn random read IOPS and 300K random write IOPS. The endurance should be 28000 TBW or higher for random 4KB workload. The drive should have at least 5 years warranty.
2	Adapter (Qty 8)	
	Model	SFF-8639 Adapter
	Description	PCIe 5.0 to U.2(SFF-8639) Adapter, 128Gbps GEN5 U.2 SSD to PCIE X4 X8 X16 Expansion Card Compatible with PCIe 4.0/3.0/2.0

6. U.2 NVMe SSD and PCIe 5.0 to U.2(SFF-8639) Adapter for Rudra Based HPC Cluster at IUCAA Pune

1	U.2 NVMe SSD (Qty 8)	
	Model	
	Description	PCIe Gen 5 or higher NVMe SSD with 15TB or higher capacity with U.2 15mm form factor and providing 10GBps or higher sequential read throughput and 5GBps or higher sequential write throughput. Also, the drive should support 2Mn random read IOPS and 300K random write IOPS. The endurance should be 28000 TBW or higher for random 4KB workload. The drive should have at least 5 years warranty.
2	Adapter (Qty 8)	
	Model	SFF-8639 Adapter
	Description	PCIe 5.0 to U.2(SFF-8639) Adapter, 128Gbps GEN5 U.2 SSD to PCIE X4 X8 X16 Expansion Card Compatible with PCIe 4.0/3.0/2.0

(END OF SECTION III)

SECTION IV: Financial Breakup - BOQ

Item No.	Item Title	Item Description	Item Qty	Unit of Measure	Consignee ID	Delivery Period (In number of days)
1	SSD	U.2 NVMe SSD	48	pieces	vinayaks	45
2	Adapter	SFF-8639 Adapter	48	pieces	vinayaks	45

(END OF SECTION IV)

SECTION V: BOM / BOQ

Item No.	Item Title	Brand/ Make & Model	Item Qty	Additional components to be supplied with this item
1	SSD - U.2 NVMe SSD			
2	Adapter - SFF-8639 Adapter			

(END OF SECTION IV)

ANNEXURE A - COVERING LETTER

Date:

To:

The Director General

Centre for Development of Advanced Computing (C-DAC)

Innovation Park, Panchavati, Pashan Road,

Pune - 411008 Maharashtra, INDIA

Subject:

Reference:

Dear Sir,

We, the undersigned, offer to, in response to your GEM Bid & We are hereby submitting our proposal for same, which includes technical bid and the Financial Bid through GEM (gem.gov.in) portal.

- (1) 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.
- (2) We undertake, if our proposal is accepted, to submit a Performance Security of 5% of the contract / order value, as per terms stipulated in the tender.
- (3) We confirm that the deliveries, installation will be done within 30 days if the order is placed.
- (4) 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.
- (5) We agree to abide by all the terms and conditions of the tender document, including corrigenda. We would hold the terms of our bid valid for 120 days as stipulated in the tender document.
- (6) We understand you are not bound to accept any Proposal you receive.

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

Yours sincerely,

Authorized Signatory:

Name and Title of Signatory:

e-mail:

Mobile No:

ANNEXURE B - AUTHORITY LETTER

Date:

To:

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

Subject: Authority Letter

Reference: GEM Bid Ref No.

Dear Sir,

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

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

Specimen Signature:

The undersigned is authorised to issue such authorisation on behalf of us.
For M/s _____ (Name of the bidder)

Signature and company seal

Name

Designation

Email

Mobile No.

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

(To be submitted in Original on Letterhead)

Date:

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

Subject: Undertaking by Principal Manufacturer against GEM Bid &for Supply, Installation, Testing and Commissioning of at C-DAC Pune site mentioned under the Schedule of Requirements (Section- III) Dear Sir,

We, M/s _____ (Name of the manufacturer) having registered office at _____ (address of the manufacturer) by virtue of being manufacturer for _____ (Name of the product/s), hereby certify that M/s _____ (Name of the bidder) having their office at _____ (Address of bidder) are our Authorised System Integrator/dealer for our range of products quoted by them,

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

(On non-judicial paper of appropriate value)

To,
Centre for Development of Advanced Computing
Innovation Park, PANCHAVATI,
Pashan Road, Pune - 411 008

BANKS GUARANTEE NO:

DATE:

Dear Sir(S)

This has reference to the Purchase Order No. _____ Dated _____ been placed by Centre for Development of Advanced Computing(C-DAC), Pune on M/s _____ (Name & Address of vendor) for supply, installation, commissioning and warranty of _____ (description of items) at C-DAC, Pune.

The conditions of this order provide that the vendor shall,

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

M/s (Name of Vendor) has accepted the said purchase order with the terms and conditions stipulated therein and have agreed to issue the performance bank guarantee on their part, towards promises and assurance of their contractual obligations vide the Supply Order No. _____ M/s. _____ (name of vendor) holds an account with us and has approached us and at their request and in consideration of the promises, we hereby furnish such guarantees as mentioned hereinafter.

C-DAC shall be at liberty without reference to the Bank and without affecting the full liability of the Bank hereunder to take any other undertaking of security in respect of the bidders obligations and / or liabilities under or in connection with the said contract or to vary the terms vis-a - vis the bidder or the said contract or to grant time and or indulgence to the bidder or to reduce or to increase or otherwise vary the prices or the total contract value or to forebear from enforcement of all or any of the obligations of the bidder under the said contract and/or the remedies of C-DAC under any security now, or hereafter held by C-DAC and no such dealing(s) with the bidder or release or forbearance whatsoever shall have the effect of releasing the bank from its full liability of C-DAC hereunder or of prejudicing right of C-DAC against the bank.

This undertaking guarantee shall be a continuing undertaking guarantee and shall remain valid and irrevocable for all claims of C-DAC and liabilities of the supplier arising up to and until _____ (date)

This undertaking guarantee shall be in addition to any other undertaking or guarantee or security whatsoever that C-DAC may now or at any time have in relation to its claims or the supplier's

obligations/liabilities under and / or in connection with the said contract and C-DAC shall have the full authority to take recourse to or enforce this undertaking guarantee in preference to the other undertaking or security (ies) at its sole discretion and no failure on the part of C-DAC in enforcing or requiring enforcement of any other undertaking or security shall have the effect of releasing the bank from its full liability hereunder.

We _____ (Name of Bank) hereby agree and irrevocably undertake and promise that if in your (C-DAC's) opinion any default is made by M/s _____ (Name of Vendor) in performing any of the terms and /or conditions of the agreement or if in your opinion they commit any breach of the contract or there is any demand by you against M/s _____ (Name of Vendor), then on notice to us by you, we shall on demand and without demur and without reference to M/s _____ (Name of Vendor), pay you, in any manner in which you may direct, the amount of Rs. _____/- (Rupees _____ Only) or such portion thereof as may be demanded by you not exceeding the said sum and as you may from time to time require. Our liability to pay is not dependent or conditional on your proceeding against M/s _____ (Name of Vendor) and we shall be liable & obligated to pay the aforesaid amount as and when demanded by you merely on an intimation being given by you and even before any legal proceedings, if any, are taken against M/s _____ (Name of Vendor)

The Bank hereby waives all rights at any time inconsistent with the terms of this undertaking guarantee and the obligations of the bank in terms hereof shall not be anywise affected or suspended by reason of any dispute or disputes having been raised by the supplier (whether or not pending before any arbitrator, Tribunal or Court) or any denial of liability by the supplier or any order or any order or communication whatsoever by the supplier stopping or preventing or purporting to stop or prevent payment by the Bank to C-DAC hereunder.

The amount stated in any notice of demand addressed by C-DAC to the Bank as claimed by C-DAC from the supplier or as suffered or incurred by C-DAC on the account of any losses or damages or costs, charges and/or expenses shall as between the Bank and C-DAC be conclusive of the amount so claimed or liable to be paid to C-DAC or suffered or incurred by C-DAC, as the case may be and payable by the Bank to C-DAC in terms hereof.

You (C-DAC's) shall full liberty without reference to us and without affecting this guarantee, postpone for any time or from time to time the exercise of any of the powers and rights conferred on you under the contract with the said M/s _____ (Name of Vendor) and to enforce or to forbear from endorsing any power or rights or by reason of time being given to the said M/s _____ (name of Vendor) which under law relating to the sureties would but for the provisions have the effect of releasing us.

You will have full liberty without reference to us and without affecting this guarantee, postpone for any time or from time to time the exercise of any of the powers and rights conferred on you under the contract with the said M/s _____ (Name of Vendor) and to enforce or to forbear from endorsing any power or rights or by reason of time being given to the said M/s _____ (Name of Vendor) which under law relating to the sureties would but for the provisions have the effect of releasing us.

Your right to recover the said sum of Rs. _____/- (Rupees _____ only) from us in manner aforesaid will not be affected/ or suspended by reason of the fact that any dispute or disputes have been raised by M/s _____ (Name of Vendor) and/ or that any dispute or disputes are pending before any officer, tribunal or court or Arbitrator.

The guarantee herein contained shall not be determined or affected by the liquidation or winding up, dissolution or change of constitution or insolvency of the said M/s _____ (Name of Vendor) but shall in all respects and for all purposes be binding and operative until payment of all dues to C-DAC in respect of such liability or liabilities.

Our liability under this guarantee is restricted to Rs. _____/- (Rupees _____ Only). Our guarantee shall remain in force until unless a suit action to enforce a claim under guarantee is filed against us within six months from (which is date of expiry of guarantee) all your rights under the said guarantee shall be forfeited and we shall be relieved and discharged from all liabilities there under.

We have power to issue this guarantee in your favour under Memorandum and Articles of Association of our Bank and the undersigned has full power to do under the power of Attorney dated.

Notwithstanding anything contained herein:

- A. Our liability under this guarantee shall not exceed Rs _____ (in words)
- B. This bank guarantee shall be valid up to _____ & unless a suit for action to enforce a claim under guarantee is filed against us within 1 year 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 year from the date of expiry of this Bank guarantee
- C. We are liable to pay the guaranteed amount or any parts thereof under this bank guarantee only and only if you serve upon us a written claim or demand or before _____
- D. The Bank guarantee will expire on (Min months from the date of successful installations of the items in the order) _____

Granted by the

Bank

SEAL OF THE BANK

Yours faithfully,
For (Name of Bank)

Authorised Signatory

ANNEXURE E - UNDERTAKING - EMD

(ON COMPANY'S LETTERHEAD)

(Only applicable for Exempted Bidders - Please refer the EMD clause of this document)

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 Supply the -----as per tender at C-DAC Pune, in response to your Tender No-----.

We are hereby submitting our proposal for same, which includes Technical bid and the Financial Bid. As a part of eligibility requirement stipulated in said tender document, we hereby submit a declaration in lieu of Earnest Money Deposit (EMD), as given below:

1. Our bid (including commercial bid) shall remain valid for 120-days from the date of submission and that we will not withdraw or modify our bid during the validity period,
2. In case, we are declared as successful bidder and an order is placed on us, we will submit the acceptance in writing within 7 days of placement of order on us.
3. In case, we are declared as successful bidder and an order is placed on us, we undertake, to submit a Security Deposit / Performance Bank Guarantee of 5% of the order value, as per terms stipulated in the tender.
4. In case of failure on our part to comply with any of the above said requirements, we are aware that we shall be declared as un-eligible for said tender and /or debarred from any future bidding process of C-DAC for a period of minimum one year.
5. 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.
6. The undersigned is authorized to sign this undertaking.

Yours sincerely,

Authorized Signatory:

Name and Title of Signatory:

e-mail:

Mobile No:

Annexure F - MII Declaration

(Please submit the certificate as per format given below)

To:
Director General,
Centre for Development of Advance Computing, Pune -
411008

We hereby certify that the goods & software being offered by us vide our proposal, comply with the Make In India Order No. P-45021/2/2017-PP(BE-II)-Part(4)Vol.II dated 19.07.2024 issued by Public Procurement Section, Department of Promotion of Industry and Internal Trade (DPIIT), Ministry of Commerce & Industry, Gol.

We hereby certify the details pertaining to goods offered by us, as given below:

Sr. No	Item Description, Make, Model	Country of origin of OEM	Country of Manufacture of item	Percentage of local content for the solution **	Location of Value Addition
1	Details/breakup of major components to be provided				

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

We abide by the following terms and conditions of this GeM bid / enquiry

1. CDAC reserves the right to Accept / Reject / Cancel the bid / GeM inquiry, at its sole discretion, based on the responses received against the MII declaration submitted by the bidders / vendors.
2. Any deviation in this format or not-covering all the major components as per the RFP ask may result in disqualification of the bidder. The BOM/BOQ details should exactly match with the item details provided herein.
3. We also certify that, we are not from a country sharing land border with India as defined in Order No.F.7/10/2021-PPD (1) (Public Procurement No. 4) dated 23.02.2023 issued by Procurement Policy Division, Department of Expenditure, Ministry of Finance, GOI and the goods offered by us comply with the provisions of said order.
4. We have gone through the above-mentioned OM / Order and we have verified the information given in the Make In India (MII) declaration submitted by us and it is true to our knowledge.

For (Name of bidder)

Authorized Signatory Name &
Designation: Mobile No:

Annexure G - CERTIFICATE/UNDERTAKING FROM BIDDER/ OEM

To: Director General,
C-DAC, Pune - 411008

Ref: Tender / Enquiry No. XXX dt. XXXX

We have read the clause mentioned in the Order No.F.7/10/2021-PPD (1) (Public Procurement No. 4) dated 23.02.2023 issued by Procurement Policy Division, Department of Expenditure, Ministry of Finance, GOI. and further Order/OMs regarding restrictions on procurement from a bidder of a country which shares a land border with India (if any).

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 H - INTEGRITY PACT

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

This Integrity Pact ("the Pact") is made and executed on this ____ Day of _____ Two Thousand Twenty _____ at _____.

By and Between

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

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

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

Preamble

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

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

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

Section 1

Commitments of the Principal

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

Section 2

Commitments of the Bidder/ contractor

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

-
- d) The Bidder / Contractor will not commit any offence under the relevant provisions of Anti-Corruption Laws of India/Indian Penal Code, 1860, Information and Technology Act, 2000, Competition law or any other relevant laws, enactments, rules and regulations. Further the Bidder / Contractor will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically. The Bidder / Contractor also undertakes to exercise due and adequate care of any such information so divulged.
- e) The Bidder / Contractor further confirms and declares to the Principal that the Bidder / Contractor is the original manufacturer / integrator / authorised government sponsored export entity and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the Principal or any of its functionaries, whether officially or unofficially to the award of the contract to the Bidder / Contractor, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- f) The Bidder / Contractor will, when presenting his bid, disclose any and all payments he has made, is committed to make or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract and the details of the services agreed upon for such payments.
- g) The bidder(s)/ contractor (s) of foreign origin shall disclose the name and address of agents and representatives in India related to this tender. Similarly, the bidder(s)/ contractor(s) of Indian nationality shall furnish the name and address of their foreign principals or associates, if any, related to this tender.
- h) The Bidder / Contractor shall not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- i) If the Bidder / Contractor or any employee of the Bidder / Contractor or any person acting on behalf of the Bidder / Contractor, either directly or indirectly, is a relative of any of the officers of the Principal, or alternatively, if any relative of an officer of the Principal has financial interest / stake in the Bidder's / Contractor's firm, proprietorship, company, etc. the same shall be disclosed by the Bidder / Contractor at the time of filing of tender/EoI. The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act, 2013.
- j) The Bidder / Contractor shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the Principal.
- k) The bidder / contractor shall disclose the circumstances, arrangements, undertakings or relationships that constitute, or may reasonably be considered to constitute, an actual or potential conflict of interest with its obligations specified in the tender process or under any Agreement which may be negotiated or executed with Principal. Bidder / Contractor and its employees, agents, advisors and any other person associated with the bidder / contractor must not place themselves in a position which may, or does, give rise to conflict of interest (or a potential conflict of interest between the interests of Principal or any other interests during this tender process or through operation of the Agreement).
-

- l) The bidder(s)/ contractor (s) who have signed the Pact shall not approach the Courts while the matters/disputes/issues, related to tender process or the Contract are presented before the IEM and awaiting the final decision.
- 2) The Bidder / Contractor will not instigate third persons to commit above mentioned acts / omissions / offences outlined above or be an accessory to such offences.

Section 3

Disqualification from tender process and exclusion from future contracts

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

Section 4

Compensation for Damages

- 1) Without prejudice to any rights that may be available to the Principal under any law or the contract or its laid down policies and procedures, the Principal shall have the following rights in case of breach of this Pact by the Bidder/Contractor:
 - a) To forfeit the Earnest Money/Bid Security if the Bidder is disqualified from the tender process prior to the award in terms of Section 3;

- b) To forfeit/invoke the Security Deposit/ Performance Bank Guarantee if the Principal has either terminated or is entitled to terminate the Contract of the Bidder in terms of Section 3.
- c) To immediately call of the pre contract negotiations without assigning any reason or giving any compensation to the Bidder / Contractor.
- d) To immediately cancel the contract, if already signed, without giving any compensation to the bidder / contractor. The Bidder / Contractor shall be liable to pay the compensation for any loss or damage to the Principal resulting from such cancellation / rescission and the Principal shall be entitled to deduct the amount so payable from the amount due to the Bidder / Contractor.
- e) To recover all sums already paid by the Principal, with interest at ___% @ p.a. if any outstanding payment is due to the Bidder / Contractor from the Principal in connection with any other contract, such outstanding payment could also be set off to recover the aforesaid sum and interest.
- f) To recover all sums paid in violation of this Pact by the Bidder / Contractor to any middleman or agent or broker with a view to securing the contract.

Section 5

Previous transgression

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

Section 6

Equal treatment of all Bidders / Contractors / Subcontractors

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

Section 7

Independent External Monitor / Monitors

- 1) The Principal appoints competent and credible Independent External Monitor as nominated and approved by the Central Vigilance Commission. The task of the IEM is to review

independently and objectively, whether and to what extent the Parties comply with the obligations under this Pact. The IEM would be required to sign 'Non- Disclosure Agreements' alongwith a declaration of 'Absence of Conflict of Interest'. In case of any conflict of interest arises at a later date, the IEM shall inform Chairperson of the Board of the Principal and recuse himself/herself from that case.

- 2) The IEM is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairperson of the Board of the Principal. The IEM would be provided access to all documents/records pertaining to the contract for which a complaint or issue is raised before them, as and when warranted. However, the documents/records/ information having National Security implications and those documents which have been classified as Secret/Top Secret are not to be disclosed.
- 3) The Bidder / Contractor accepts that the IEM has the right to access, without restriction, all Project documentation available with the Principal including the documents/ records/ information provided by the Bidder/Contractor. The Bidder/Contractor will also grant the IEM, upon their request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The IEM is under contractual obligation to treat the documents/ records/ information of the Bidder/Contractor/ Subcontractor with confidentiality.
- 4) The Principal will provide to the IEM sufficient information about all meetings among the parties related to the Project provided that such meetings could have an impact on the contractual relations between the Principal and the Bidder/Contractor. The Parties will offer to the IEM the option to participate in such meetings.
- 5) As soon as the IEM notices, or suspects, a violation of this Pact, he will inform the Management of the Principal and request the Management to discontinue or rectify the violation, or take any other relevant action. The IEM can in this regard submit nonbinding recommendations. Beyond this, the IEM has no right to demand from the Parties that they act in a specific manner, refrain from action or tolerate action. However, the IEM shall give an opportunity to the Bidder / Contractor to present his case before making its recommendations to the Principal.
- 6) The IEM is expected to tender their recommendation on all the complaints within 30 days of their receipt, to the Chairperson of the Board of the Principal. Further, should the occasion arise, the IEM may submit proposals for correcting problematic situations.
- 7) If the IEM has reported to the Chairperson of the Board of the Principal a substantiated suspicion of an offence under relevant Anti-Corruption Laws of India/Indian Penal Code, 1860, or any other relevant laws and the Chairperson has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the IEM may transmit this information directly to the Central Vigilance Commissioner, Government of India.
- 8) The word 'IEM' would include both singular and plural.

Section 8

Pact Duration

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

Section 09

Other provisions

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

For the Principal

For the Bidder / Contractor

Place -----

Witness 1 : -----

Date -----

Witness 2: -----

ANNEXURE I - DOCUMENTS LIST / INDEX

Sr	Description	Page No (s)
1	Covering letter, as per Annexure - A.	
2	Authority letter, as per Annexure - B.	
3	The undertakings from the Principal Manufacturers (OEMs) of products/ items offered as per Annexure - C.	
4	Details of EMD submitted. OR In case of Exempted bidders only - Annexure-E - Declaration in lieu of EMD with supporting documents.	
5	Annexure - F - Mandatory Declaration (M.I.I - O.M.s)	
6	Annexure - G - Mandatory Declaration (Land Border Sharing - O.M.s)	
7.	Annexure - H - Integrity Pact	
7	A copy of Certificate of Incorporation, Partnership Deed / Memorandum and Articles of Association / any other equivalent document showing date and place of incorporation, as applicable, in support of eligibility criteria.	
8	Copy of GST registration certificates.	
9	The detailed technical catalogues, specifications for the offered Items as per format given in Section - III	
10	Compliance statement indicating the compliance of the items, equipment, solution offered with the tender specifications	
11	The bidder must submit all the documents as per Document Checklist - Annexure I , with appropriate page nos for the same. <u>The flow of the submitted documents must be in the same order.</u>	
12	The certificate from a Chartered Accountant certifying the average annual sales turnover of the bidder for the last 3 financial years.	
13	Other documents necessary in support of eligibility criteria, product catalogues, brochures etc.	
14	The bidder must 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).	
15	The bidder should provide sufficient documentary evidence to support the eligibility criteria and exemptions mentioned in the Document.	

(END OF DOCUMENT)