



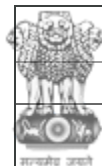
**CENTRE FOR DEVELOPMENT OF ADVANCED COMPUTING,
NEW DELHI**

07 Oct 2026

**Sub: Request for Empanelment (RFE)
of
AI Service Providers (ASP) for Provisioning of
AI Compute Capacity
(RFE Ref No: C-DAC/GPU/01/2026, Date: 07 Oct 2026)**

Closing Date: 29 Oct 2026

Submission Mode & Website: Online mode through Central Public Procurement Portal-
www.eprocure.in



Basic Details

Organisation Chain	Department of Electronics and Information Technology(DeitY) Centre for Development of Advanced Computing - DeitY Thiruvananthapuram - C-DAC - DeitY		
Tender Reference Number	C-DAC/GPU/01/2026		
Tender ID	2026_DIT_929273_1	Withdrawal Allowed	Yes
Tender Type	Open Tender	Form of contract	EOI
Tender Category	Services	No. of Covers	1
General Technical Evaluation Allowed	No	ItemWise Technical Evaluation Allowed	No
Payment Mode	Not Applicable	Is Multi Currency Allowed For BOQ	No
Is Multi Currency Allowed For Fee	No	Allow Two Stage Bidding	No

Cover Details, No. Of Covers - 1

Cover No	Cover	Document Type	Description
1	Fee/PreQual/Technical/Finance	.pdf	All the eligibility and technical bid documents mentioned in the RFE

Tender Fee Details, [Total Fee in ₹ * - 0.00]

Tender Fee in ₹	0.00		
Fee Payable To	Nil	Fee Payable At	Nil
Tender Fee Exemption Allowed	No		

EMD Fee Details

EMD Amount in ₹	0.00	EMD Exemption Allowed	No
EMD Fee Type	fixed	EMD Percentage	NA
EMD Payable To	Nil	EMD Payable At	Nil

[Click to view modification history](#)

Work /Item(s)

Title	RFE for Empanelment of AI Service Providers for provisioning of AI Compute Services						
Work Description	RFE for Empanelment of AI Service Providers for provisioning of AI Compute Services						
Pre Qualification Details	Please refer Tender documents.						
Independent External Monitor/Remarks	NA						
Show Tender Value in Public Domain	No						
Tender Value in ₹	0.00	Product Category	Info. Tech. Services	Sub category	Empanelment of AI Service Providers		
Contract Type	Empanelment	Bid Validity(Days)	180	Period Of Work(Days)	NA		
Location	New Delhi	Pincode	110025	Pre Bid Meeting Place	Online meeting Link mentioned in tender document		
Pre Bid Meeting Address	Online meeting Link mentioned in tender document	Pre Bid Meeting Date	14-Oct-2026 11:00 AM	Bid Opening Place	Online through CPP		
Should Allow NDA Tender	No	Allow Preferential Bidder	No				
Allow FTA Bidder	No						
Tenderer Class	As per Tender Document						

Critical Dates			
Publish Date	07-Oct-2026 05:30 PM	Bid Opening Date	30-Oct-2026 04:00 PM
Document Download / Sale Start Date	07-Oct-2026 05:30 PM	Document Download / Sale End Date	29-Oct-2026 03:30 PM
Clarification Start Date	NA	Clarification End Date	NA
Bid Submission Start Date	22-Oct-2026 09:00 AM	Bid Submission End Date	29-Oct-2026 03:30 PM

Tender Documents				
NIT Document	S.No	Document Name	Description	Document Size (in KB)
	1	Tendernotice_1.pdf	RFE for Empanelment of AI Service Providers for provisioning of AI Compute Services	900.60
Work Item Documents	S.No	Document Type	Document Name	Description
	1	Tender Documents	rfe.pdf	RFE for Empanelment of AI Service Providers for provisioning of AI Compute Services.

Auto Extension Corrigendum Properties for Tender		
Iteration	No. of bids required for bid opening a tender	Tender gets extended to No. of days
1.	3	2

Bid Openers List			
S.No	Bid Opener Login Id	Bid Opener Name	Certificate Name
1.	s.dhanya@cdac.in	Dhanya S	Dhanya
2.	vpn83@cdac.in	PARAMESWARAN NAMPOOTHIRI	PARAMESWARAN NAMPOOTHIRI V
3.	viveks@cdac.in	Vivek Saratkar	VIVEK SARATKAR
4.	sujithas@cdac.in	Sujitha S	Sujitha Kumari. S

GeMARPTS Details	
GeMARPTS ID	T50TX1B0D2HF
Description	Empanelment of AI Service Providers for provisioning of AI Compute Services
Report Initiated On	07-Oct-2026
Valid Until	06-Nov-2026

Tender Properties			
Auto Tendering Process allowed	No	Show Technical bid status	Yes
Show Finance bid status	Yes	Stage to disclose Bid Details in Public Domain	Technical Bid Opening
BoQ Comparative Chart model	NIL	BoQ Comparative chart decimal places	2
BoQ Comparative Chart Rank Type	NIL	Form Based BoQ	No

TIA Undertaking			
S.No	Undertaking to Order	Tender complying with Order	Reason for non compliance of Order
1	PPP-MII Order 2017	Agree	
2	MSEs Order 2012	Agree	

Tender Inviting Authority

Name	The Executive Director
Address	Corporate and Government Business Centre For Development of Advanced Computing Ministry of Electronics and Information Technology Plot no. 20 FC-33 Institutional Area, Jasola Vihar, New Delhi, Delhi 110025
<u>Tender Creator Details</u>	
Created By	PARAMESWARAN NAMPOOTHIRI
Designation	Scientist E
Created Date	07-Oct-2026 04:38 PM

Request for Empanelment (RFE)
of
AI Service Providers (ASP) for Provisioning of
AI Compute Capacity

www.eprocure.in

C-DAC
Centre For Development of Advanced Computing
(Ministry of Electronics and Information Technology)
Plot no. 20 FC-33 Institutional Area,
Jasola Vihar, New Delhi, Delhi 110025

RFE Ref No: C-DAC/GPU/01/2026

Publication Date: 07th October 2026

Closing Date: 29th October 2026

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Factsheet

Sr. No.	Information	Details
1.	RFE No.	C-DAC/GPU/01/2026
2.	Project Name/ Name of Work	Empanelment of AI Service Providers for provisioning of AI Compute Services.
3.	Tender Type	Empanelment
4.	Submission Mode & Website to download	Online mode through Central Public Procurement Portal- www.eprocure.in
5.	Date of Publish	07.10.2026
6.	Date, time & venue of pre-bid Meeting	14.10.2026 at 11:00 HRS IST through online VC: https://meet.google.com/kot-jndg-ybh . Pre-Bid queries to be sent to email id: cdac-compute@cdac.in, latest by 13.10.2026.
7.	Last date & time (deadline) for submission of Application	29.10.2026 at 15:30 HRS IST through online – www.eprocure.in
8.	Date & Time of opening of Technical Proposal	30.10.2026 at 16:00 HRS IST through online – www.eprocure.in
9.	Bid Validity Period	180 Days from the bid submission.
9.	Tender Inviting Authority	The Executive Director, (Corporate & Government Business) Centre For Development of Advanced Computing (Ministry of Electronics and Information Technology) Plot no. 20 FC-33 Institutional Area, Jasola Vihar, New Delhi, Delhi 110025

1. Disclaimer

1. This Request for Empanelment (“**RFE**”) is issued by Centre for Development of Advanced Computing (“**C-DAC**”), a Project Management Unit under (C-DAC), a scientific society of the Ministry of Electronics & Information Technology, Government of India, having its registered office at Pune University Campus, Ganesh Khind, Pune - 411 007, (hereinafter “C-DAC”). It is issued for the purpose stated in this document and confers no right or claim on any bidder.
2. C-DAC reserves the right to engage one or more empanelled agencies and to determine the quantum of work allocated to each.
3. The information contained in this RFE is provided to assist the bidders in the preparation of their bids. C-DAC makes no representation or warranty as to the completeness or accuracy of any information contained herein.
4. C-DAC reserves the right to amend, modify, withdraw or cancel this RFE, in whole or in part, and to amend the requirement, the criteria or the timelines, at any stage, without assigning any reason and without any liability.
5. Each bidder bears all costs incurred in connection with the preparation and submission of its bid and in participation in any presentation, discussion, site visit or clarification. C-DAC shall not be responsible or liable for those costs.

2. Definitions and Abbreviations

In this document, unless the context requires otherwise, the following terms carry the meanings assigned below.

Term	Meaning
AI Compute Unit (invariably used as Compute also)	AI Compute Unit (“ AICU ”) is a hardware device that implements an electronic circuit that can perform mathematical calculations on large datasets at a high speed in parallel. AICUs are suitable for computing tasks that require mathematical operations on a large dataset like graphics rendering, machine learning (“ ML ”), and video editing as they can perform the same operation on multiple data values simultaneously. For the purpose of empanelment, the term AI Compute Unit (AICU), is equivalent to compute products like GPUs, Accelerators, TPUs and other such hardware components used for AI workloads.
Bidder	A bidder that submits a bid in response to this RFE, whether as a sole entity or as the primary bidder.
Cluster	A block of multiple AICUs (e.g. 4000/1000/512 or as specified during Stage- 2) that forms the unit of requirement.
Empanelment	Inclusion of a bidder in the panel of AI Service Providers (“ ASP ”) maintained by C-DAC following successful evaluation under this RFE.
CEC (Compute Evaluation	Committee Constituted by C-DAC to evaluate bids under this RFE.

Term	Meaning
Committee)	
EMD (Earnest Money Deposit)	An unconditional and irrevocable bank guarantee furnished by a Bidder in the form and amount specified in this RFE.
Performance Security	An unconditional and irrevocable bank guarantee furnished by a Bidder in the form and amount specified in this RFE.
Stage-1	The process of empanelment of eligible ASPs in accordance with the terms and conditions specified in this RFE.
Stage-2	Procurement of AICU services through the GeM portal from amongst the ASPs empanelled under Stage-1.

Abbreviations: AICU = AI Compute units, ASP(s) - AI Service Provider(s), CA – Chartered Accountant; DC – Data Centre; DPDP – Digital Personal Data Protection; GPU – Graphics Processing Unit; ISO – International Organization for Standardization; C-DAC- Centre for Development of Advanced Computing; MeitY – Ministry of Electronics and Information Technology; MW – Mega-Watt; NOC – Network Operations Centre; OEM – Original Equipment Manufacturer; PCI-DSS – Payment Card Industry Data Security Standard; PO – Purchase Order; PUE – Power Usage Effectiveness; RFE – Request for Empanelment; GeM-Government e-Marketplace; SLA – Service Level Agreement; SOC –Security Operations Centre; TIA – Telecommunications Industry Association; TPU – Tensor Processing Unit.

3. Introduction

1. The **IndiaAI Mission** aims to create a robust ecosystem that accelerates AI innovation through strategic initiatives and collaborations spanning both public and private domains. By democratizing access to computing resources, enhancing data quality, nurturing homegrown AI expertise, attracting top talent, fostering industry partnerships, supporting startup ventures, promoting socially impactful AI projects, and emphasizing ethical practices, the mission seeks to foster responsible and inclusive growth within India's AI landscape.
2. C-DAC has been designated as the implementing agency for the IndiaAI Mission and is responsible for facilitating the implementation of key mission initiatives, including the provisioning of AICU infrastructure. Accordingly, C-DAC is looking to empanel AI Service Provider(s) to provide up to 10,000 AICU (organized in Clusters in size of 4000/1000/512 or as specified during Stage-2) to meet the requirement of compute resources across various ministry/departments, academia, research institutions, startups and industry.

3. Based on the demand received from Ministries/Departments, academia, research institutions, startups, industry and other eligible users, **C-DAC may, as per the requirement, scale up the total AI Compute capacity beyond 10,000 AICU**, during the validity of the empanelment.

4. Scope of Empanelment

The empaneled ASP(s) shall provide end-to-end AI Compute Services **for five (5) years** as per methodology defined in clause 4.1.2 below. The AI infrastructure shall be capable of supporting large-scale AI model training, fine-tuning, inference, high-performance computing (HPC), and other emerging AI workloads. C-DAC intends to avail AI Compute Services leveraging high-end GPU/AI accelerator-based computing infrastructure, including H100, H200 and subsequent or equivalent next-generation AI accelerators, as may be required from time to time. The proposed infrastructure shall provide the necessary scalability, performance, interoperability and technological flexibility to support evolving AI/ML, Generative AI and LLM workloads throughout the empanelment period. The scope of empanelment shall include, but not be limited to, the following:

4.1 Infrastructure Provisioning

1. Provisioning of AI Compute services with all associated hardware, software, networking, storage, security, platform, and support services necessary for delivering AI compute capabilities. The total capacity of **up to 10,000 AICUs** can be provisioned across **multiple locations within India**, with each cluster comprising a **minimum capacity of 512 AICUs at a single data centre location**. The empaneled ASP(s) shall comply with the following points for provisioning which are indicative and not exhaustive (details will be provided during stage-2):
 - a) Compute: The empaneled ASP(s) shall provide AICU resources that can dynamically satisfy multi-tenant training and inference workloads capable of managing and allocating up to provisioned AICUs across a secure multi-tenant environment.
 - b) Networking: AICUs clusters shall be provisioned with a reliable networking layer for inference and training workloads. The network layer should support individual tenant network based micro segmentation.
 - c) Storage: Cluster to be complemented with the storage infrastructure for model training and inferencing AI workloads. Cluster shall have access to the parallel file systems and object store for training and inferencing AI workload management. It should also support scale linearly with the addition of more nodes.
 - d) Observability: AICU infrastructure shall be provisioned with the required observability framework for monitoring the training and inference workloads. While the empaneled ASP(s) shall provide all the necessary compute and data engineering pipelines, C-DAC and its tenants shall have the flexibility to set up its own observability stack.
 - e) Infrastructure Layer: The empaneled ASP(s) will provide an infrastructure layer for setting up AICU clusters of varying sizes, as required, for model training and inferencing workloads. Infrastructure orchestration shall have the capability to serve multi-tenancy Cluster Life Cycle Management, including full-stack provisioning and de-provisioning, Network Orchestration, Health Monitoring and Auto Remediation.

2. Deployment Model: Ring-Fenced Deployment Model

The empaneled **ASP(s)** shall provision the AI Compute infrastructure under a **dedicated and ring-fenced deployment model**, wherein the AI Compute capacity committed to C-DAC shall be **specifically identified, reserved and made available to C-DAC** for the subsequent Stage-2 procurement.

The underlying infrastructure may be **owned by the empaneled ASP(s) or sourced through a valid lease/colocation arrangement** with an infrastructure or data-centre provider. However, the empaneled **ASP(s)** shall remain the **single point of responsibility and accountability** for the end-to-end provision, operation and management of the AI Compute Services.

The ring-fenced deployment shall ensure that:

- a. The committed AI Compute capacity is **dedicated/reserved, identifiable, measurable and verifiable**, and is not concurrently committed to another customer in a manner that affects C-DAC's requirements.
- b. Appropriate **physical and/or logical resource isolation** is maintained to prevent resource contention and interference from other customer workloads.
- c. The committed capacity and underlying infrastructure are **technically identifiable and traceable** in terms of applicable AICUs, GPU/AI accelerator configuration, compute, memory, storage and networking resources.
- d. The empaneled ASP(s) shall provide appropriate mechanisms for **capacity verification and monitoring**, as may be prescribed at the Stage-2 procurement stage.
- e. The empaneled ASP(s) shall be responsible for all activities required for delivery of the AI Compute Services and shall **not act merely as an aggregator or pass-through entity**.
- f. The **AI Compute Services shall not be subcontracted or outsourced** to another service provider. Ownership, lease or colocation of the underlying infrastructure shall not dilute the empaneled ASP(s) responsibility towards C-DAC.
- g. The deployment shall support **scalability and evolving AI technologies**, including H100, H200 and subsequent/equivalent higher-generation AI accelerators, as may be required under the Stage-2 procurement.

The detailed technical, performance, security, monitoring and SLA requirements shall be specified in the **Stage-2 procurement document**.

3. The compute power of the AICUs could be considered in different tiers in terms of compute power, such as **Tier A: Ultra-high-end, Tier B: High-end and Tier C: Mid-end**. The AICUs will meet latest benchmarks and shall be supported for at least five (5) years from the date of provisioning. Exact requirements will be specified during stage-2.
4. The empaneled ASP(s) shall provide a robust Compute Orchestration Platform capable of managing and allocating upto 10,000 AICUs across a secure multi-tenant environment which is suitable for multi-city setup of clusters. The empaneled ASP(s) shall have an established orchestration layer ensuring performance and security for the AICU infrastructure. The platform shall enable efficient sharing of AI compute resources among multiple authorized tenants, including Government Ministries, Departments, Autonomous Bodies, Academic Institutions, Startups, and Research Organizations, while ensuring logical isolation, security, performance, and governance.
5. The empaneled ASP(s) shall implement appropriate technical and administrative controls to ensure data sovereignty, security, and compliance with applicable Government of India requirements.

6. The empaneled ASP(s) shall ensure adequate power, storage, cooling, network connectivity, power efficiency, scalability, high-density compute per rack, physical security, environmental controls and associated resources required for uninterrupted operations of the AI infrastructure.

4.2 Platform and Software Services

The empaneled ASP(s) shall provide platform and software services including:

1. Deploy, operate, and manage AI/ML frameworks, container orchestration platforms, libraries, development environments, and associated software tools.
2. Provide compute orchestration, workload scheduling, resource pooling, quota management, reservation mechanisms, and multi-tenant workload management capabilities.
3. Support AI training, fine-tuning, inference, HPC workloads, and emerging AI use cases.
4. Provide self-service access, dashboards, APIs, and administrative tools for provisioning, monitoring, and managing AI resources.
5. Ensure interoperability and compatibility with open standards, industry-standard AI frameworks, and evolving technology ecosystems.

4.3 AICU Services

The empaneled ASP(s) shall:

1. Provide AICU services on a 24x7x365 basis throughout the contract period.
2. Operate and maintain all infrastructure, platform, software, security, and support components required for service delivery.
3. Establish operational processes covering:
 - Incident Management
 - Problem Management
 - Change Management
 - Configuration Management
 - Release Management
 - Capacity Management
 - Availability Management
 - Asset Management
4. Perform preventive, predictive, and corrective maintenance activities.
5. Maintain adequate inventory of spare components, replacement equipment, and support resources.
6. Provide centralized service desk and technical support services in accordance with defined SLAs.
7. Conduct periodic backup verification, disaster recovery drills, and business continuity testing.

8. Ensure recovery objectives, recovery procedures, and service restoration mechanisms as prescribed by C-DAC under the applicable SLA framework.
9. Establish and operate a Network Operations Centre (NOC) and Security Operations Centre (SOC) for continuous monitoring and management.
10. Provide resident, remote, and escalation support resources as required.
11. Implement C-DAC auditable metering/telemetry feature. Telemetry data must remain within geographical boundaries of India.

4.4 Security and Compliance

The empaneled ASP(s) shall:

1. Implement security controls across compute, storage, network, platform, management, and application layers.
2. Provide identity and access management, role-based access control, logging, monitoring, audit trails, vulnerability management, patch management, and security incident response mechanisms.
3. Implement security monitoring and incident management processes on a 24x7 basis.
4. Conduct periodic vulnerability assessments, security audits, and penetration testing of the infrastructure and associated platforms.
5. Ensure compliance with applicable Government of India guidelines, cybersecurity directives, data protection requirements, and sector-specific regulations.
6. Comply with directions, advisories, reporting requirements, and cybersecurity incident management obligations issued by CERT-In, MeitY, and other competent authorities from time to time.
7. Maintain comprehensive audit logs and security records and make them available to C-DAC or its authorized representatives upon request.

4.5 Data Sovereignty and Hosting Requirements

The empaneled ASP(s) shall:

1. Ensure that all infrastructure including data plane and control plane, data, metadata, logs, backups, and disaster recovery arrangements remain within the sovereign territory of India.
2. Comply with all applicable data localization and data sovereignty requirements.
3. Ensure logical and physical segregation of C-DAC resources and data from other customers and workloads.
4. Ensure no unauthorised access, use, share/transfer of data or any other digital assets belonging to C-DAC or its representatives/assigns, other than for the purposes of the AI Compute Services, and all such data/assets shall remain exclusive property of C-DAC.

4.6 Service Levels and Reporting

The empaneled ASP(s) shall:

1. Maintain infrastructure availability, performance, response times, and support services in accordance with the defined SLAs (Details of SLAs will be provided during Stage-2).
2. Ensure availability of compute, storage, networking, and platform services at agreed service levels.
3. Provide periodic reports on service availability, utilization, incidents, security events, capacity consumption, SLA compliance, and operational performance.
4. Provide dashboards and reports relating to compute utilization & consumption, workload execution, storage utilization, and network performance.
5. Provide periodic compliance, audit, and security reports as required by C-DAC.

4.7 Resource allocation, billing and Management Portal

The empanelled ASP(s) shall design, deploy, operate, and maintain a centralized **Resource Allocation, Billing, Accounting, and Usage Management Portal** for managing up to 10,000 AICUs and associated AI infrastructure resources across multiple tenants. The portal shall serve as the primary interface for provisioning, consumption monitoring, financial management, and governance of AI compute services.

4.8 Transition, Exit, and Knowledge Transfer

The empaneled ASP(s) shall:

1. Provide transition-in support at project commencement and transition-out support upon completion, expiry, or termination of the contract.
2. Facilitate migration of data, configurations, operational records, logs, and related information to C-DAC or its nominated agency.
3. Ensure secure transfer of all project-related information, documentation, and configurations without disruption to services.
4. Provide comprehensive documentation, knowledge transfer, training, and operational handover support.
5. Ensure complete deletion and certification of removal of C-DAC data from systems under the control of the ASP upon completion of migration, as per directions of C-DAC.

4.9 Other Responsibilities

The empaneled ASP(s) shall:

1. Facilitate audits, inspections, security assessments, performance reviews, and compliance reviews by C-DAC or its authorized representatives.
2. Cooperate with C-DAC, its nominated agencies, auditors, and regulatory authorities in relation to project implementation and oversight.

3. Maintain all records, documentation, and evidence necessary to demonstrate compliance with contractual, regulatory, security, and operational requirements.
4. Perform all activities necessary for the seamless, secure, efficient, and uninterrupted delivery of AI Compute Services under the project.

5. Process Overview

The empanelment and work allocation is planned to be done in two stages:

5.1 Stage-1 –Technical Qualification

1. The Bidder shall submit the information and documents required under Sections 7 and 8. The evaluation in Stage-1 is “**Technical Qualification**” only.
2. No service-level requirements or financial bids are sought in Stage-1. Bidders are not required to quote any price in Stage-1.
3. A Bidder must meet the eligibility criteria in Section 6, 7 and compliance to other terms and conditions of this RFE.
4. A Bidder shall be declared “**Empanelled**” only upon securing a minimum score of **60 marks out of 100** under the evaluation criteria specified in Section 8.

5.2 Stage-2 – Award of work

Stage-2 will be executed in a staggered manner in multiple rounds, as per requirement. After Stage-1 is concluded, C-DAC shall share detailed document(s) for each stage-2 instance, which will include scope of work, deployment model, technical specifications, service requirements, service levels, evaluation criteria, financial bid and other contractual conditions for that stage-2 instance with the empaneled ASPs.

6. Instructions to Bidders

6.1 Submission of Bid

1. The bids, complete in all respects, shall be submitted electronically through the **Central Public Procurement Portal (CPPP)**, following the prescribed procedure and instructions available on the portal. In case of any technical issues, bidders may contact the **CPPP Customer Care Support**.
2. Bids shall be submitted as per NIT in the manner and within the date and time notified by C-DAC. Bids received after the notified date and time shall not be considered.
3. Bidders shall submit all information and documents required under Sections 7 and 8 and in the Annexures. Incomplete bids, or bids not supported by the required documents, may be rejected.
4. All certificates and supporting documents shall be valid as on the date of submission of the bid. C-DAC may reject a bid that is not supported by valid documents.

6.2 Clarifications and Queries

1. Bidders may seek clarifications in writing in the manner notified by C-DAC. C-DAC shall endeavor to respond to clarifications received within the notified period. Telephonic queries shall not be entertained.

2. C-DAC may, at any stage of the evaluation, seek written clarifications from a Bidder. The Bidder shall respond within the time allowed. Failure to respond within the time allowed may result in rejection of the bid.
3. C-DAC may issue corrigenda to the RFE at any time before the bid closing date and shall form a part of this RFE and shall be binding on all Bidders.

6.3 Evaluation Authority

Bids shall be evaluated by the **CEC** constituted by C-DAC. The decision of the CEC shall be final. The CEC may, in the course of evaluation, call for document review, technical discussions, data centre visits, proof of capability and reference checks.

7. Eligibility Criteria (Mandatory)

7.1 Eligibility to Apply

1. The Bidder shall be a legal entity incorporated in India under the Companies Act, 1956 or 2013, or registered under the Limited Liability Partnership Act, 2008 or the Partnership Act, 1932.
2. The Bidder shall have either installed, or be in the process of setting up within six (6) months from the date of submission of the Stage-1 bid, a minimum capacity of 512 AICUs at a single data center location in India, either on its **own infrastructure or through a valid leased arrangement or Colocation arrangement**. In case the Bidder is in the process of deployment of 512 AICUs in India, the Bidder shall provide a valid purchase order copy along with the P.O acceptance letter from the OEM.
3. The minimum average annual audited financial turnover of the Bidder, during the last three years (FY 23-24,24-25 & 25-26), should be a minimum of Rs. 120 Crore. The Bidder should also have Positive Net Worth as on 31-03-2026.
4. Apart from above eligibility, other criteria which the Bidder must possess are mentioned below.

Sl. No.	Criterion	Documents Required
1	The Bidder must be a legal entity incorporated in India under the Companies Act, 1956 or 2013, or registered under the Limited Liability Partnership Act, 2008 or the Partnership Act, 1932.	Certificate of Incorporation, MoA, AoA; GST registration certificate; PAN.
2.	The minimum average annual audited financial turnover of the bidder during the last three years (FY 23-24,24-25 & 25-26), should be a minimum of Rs. 120 Crore. The Bidder should also have Positive Net Worth as on 31-03-2026.	Certificate from a Chartered Accountant (with UDIN), duly signed and stamped, certifying the average annual turnover.
3.	The Bidder must be owning or operating on lease	i. Submit proof of ownership or lease or

Sl. No.	Criterion	Documents Required
	or co-location a Tier-III/ Rated-3 or above Data Center in India on the date of Stage-1 bid submission from which the bidder intends to provide the AICU service.	co-location arrangement (whichever is applicable) ii. Tier-III/Rated-3 or above certification for the same Data Center facility from Uptime/TIA-942
4.	In lieu of the Earnest Money Deposit (EMD), the bidder must submit a Bid Securing Declaration (BSD) in the prescribed format along with the RFE response. The BSD must be duly signed by the authorised signatory of the bidder and shall remain valid for the entire bid validity period. In case, a bidder withdraws or modifies its offer during the bid validity period, or fails to comply with the requirements applicable to empanelment after selection, shall be liable for action in accordance with the terms of the Bid Securing Declaration and applicable Government procurement rules and guidelines.	Scanned copy of the BSD Letter as per Annexure-4, duly signed by the authorised signatory of the bidder, shall be submitted along with the bid through the CPP Portal. Non-submission of the BSD shall render the bid liable for rejection.
5.	A Bidder must have installed and operationalized a minimum of 512 AICUs within India as on the date of Bid submission. Or Has not yet installed and operationalized a minimum of 512 AICUs within India but is in the process of deploying the same may participate, provided it furnishes an unconditional and irrevocable bank guarantee of ₹10 Crore in the manner prescribed under Section 9.2.	Documentary evidence, including an OEM certification/letter, substantiating the installation and operationalization of the minimum required AICUs. For bidders who are in the process of deploying the required AICUs, a guarantee as prescribed under Section 9.2 shall be submitted, non-submission of the applicable guarantee shall result in summary rejection of the bid. The CEC may visit the facility to ensure compliance, if needed. Note: Bank guarantee of ₹10 Crore is not applicable for the Bidders who already have installed/operational minimum 512 AICUs within India.
5	The Bidder shall not be blacklisted or debarred by any Central or State Government, public sector undertaking, board, corporation or government society as on the date of bid submission. Further,	Self-declaration on company letterhead, signed by the authorised signatory (Annexure- 3).

Sl. No.	Criterion	Documents Required
	the Bidder shall not have been de-empaneled by IndiaAI/MeitY on account of unsatisfactory performance or service delivery in respect of AICU services as on date of bid submission.	
6	The Bidder shall hold a valid ISO/IEC 27001 certification for the data center being operated by its own/leased/co-located on the date of bid submission. Note: The credentials of the lessor providing the Data Centre facility to the Bidder on lease/co-location shall also be considered for this clause.	Copy of valid ISO/IEC 27001 certificate.
7	The Bidder shall be operating a Network operations Centre (NOC) and a Security Operations Centre (SOC) in India on the date of Stage-1 bid submission. Note: The credentials of the lessor providing the Data Centre facility to the bidder on lease/co-location shall also be considered for this clause.	Self-declaration from an authorized signatory on company/entity letterhead specifying the location of the NOC and SOC.

Note-1: Participation of demerged entities: In terms of Office Memorandum No. F.8/78/2023-PPD, dated 12.10.2023 of Department of Expenditure (DoE), Ministry of Finance (MoF), Government of India on “Participation of demerged entities in public procurement opportunities”, a bidder who is a demerged entity (by virtue of a corporate restructuring exercise etc.) is permitted to use credentials of original parent entity to satisfy the eligibility criteria for initial 5 years from the incorporation of the demerged entity. This provision is only considered for the turnover related eligibility criteria clause. Bidder to submit necessary appropriate documentary evidence for the same.

Note-2: Any Bidder that does not meet any of these criteria shall not be considered for the marking evaluation under Section 8.

8. Evaluation Methodology and Marking System (Stage-1)

8.1 Method of Evaluation

1. Bids that meet the eligibility criteria in clause-6 7 shall be evaluated against the parameters in clause 8.2. The evaluation shall be based on the information and documents submitted, and may include document review, presentations, technical discussions, data center visits, proof of capability and reference checks.
2. Marks shall be awarded only against valid documentary evidence. Where any evidence is not submitted or is found to be invalid, no marks shall be awarded for the relevant parameter.

8.2 Evaluation Parameters and Marks

The parameters below carry a combined maximum of 100 marks.

Sl. No.	Evaluation Parameter	Max. Marks	Basis of Marking	Documentary Evidence required
1	Installed AICU capacity in India	30	a. Bidder having an installed and operationalized capacity of at least 512 AICUs in India - 20 Marks Additional 10 marks shall be awarded for an additional 512 AICU installed capacity in India Maximum marks - 30 Or b. 10 marks shall be awarded to a Bidder having an order for at least 512 AICUs to be installed in India within six months from the Stage-1 bid submission date, provided such capacity has not already been installed and operationalized. Marks under (a) and (b) shall not be cumulative, and a Bidder shall be awarded marks only under the category applicable to its status as on the bid submission date.	OEM-signed installation report
2	Data Centre in India (Own/operated on lease/Co-location)	15	a) The bidder shall demonstrate that the proposed/declared Data Centre has a minimum IT Load capacity of 0.5 MW -5 marks. b) Use of renewable energy: 5 marks. c) Installed Liquid cooling or immersion cooling facility: 5 marks.	a) Audited Documentary evidence b) The bidder shall submit documentary evidence of renewable energy usage/procurement, such as Green Power Purchase Agreement (PPA), Renewable Energy Certificate (REC), electricity bill/utility certificate, etc. c) The bidder shall submit a certificate from the Data Centre owner/operator confirming the installed cooling technology, capacity/coverage and supported IT infrastructure, along with relevant

Sl. No.	Evaluation Parameter	Max. Marks	Basis of Marking	Documentary Evidence required
				supporting documents, if applicable.
3	Data Center Security compliance	15	a) ISO/IEC 20000-1 or ISO 22301. : 3 marks b) ISO/IEC 27017 : 3 marks c) ISO/IEC 27018 : 3 marks d) SOC1/ 2 : 3 marks e) PCI-DSS : 3 marks Note: The credentials of the lessor providing the Data Centre facility to the bidder on lease/co-location shall also be considered for this clause.	Copies of valid certificates for each certification claimed.
4	Establish practice of SOC and SOAR based on zero trust architecture compliance to SASE	5	Compliance to SASE -5 Marks The credentials of the lessor providing the Data Centre facility to the bidder on lease/co-location shall also be considered for this clause.	Details of SASE Solution and Documentary evidence
5	Financial capability	15	- Average annual turnover in last three financial years (FY 23-24,24-25,25-26) minimum ₹120 crore: 10 marks. 1 additional mark for every 10 Crore above 120 Cr. Maximum Marks 15.	Certificate from a Chartered Accountant (with UDIN), duly signed and stamped, certifying the average annual turnover.
6	Previous Similar Experience with Government Departments/PSUs	10	Bidder's experience in providing AI Compute/GPU infrastructure or GPU-as-a-Service to Central/State Government Departments, Government agencies, PSUs or Autonomous Bodies during the last five years as on bid publishing date. 3 or more completed projects: 10 Marks 2 completed projects: 7 Marks 1 completed project: 5 Marks	supported by valid Work Orders/Contracts and Completion/Performance Certificates.
7	Technical Presentation	10	Presentation on current cloud setup including network topology, security architecture, orchestration layer, compute capacities and storage	Technical Presentation

Sl. No.	Evaluation Parameter	Max. Marks	Basis of Marking	Documentary Evidence required
			capacities. Future plan to scale up the compute capacity and any committed work orders for expansions. Presentation should also cover Scale up vs Scale Out latency.	
	Total	100		

Note: A bidder shall score a minimum of 60 marks out of 100 to be eligible for empanelment. Empanelment under this RFE does not guarantee award of work.

9. Backup Guarantee

1. Guarantee of Rs. 10 Crore :

1.	Beneficiary Name & Address	
2.	Bank Name	
3.	Bank Branch & Address	
4.	Beneficiary Account No	
5.	IFSC code	

- a) The Bidder(s) who are in the process of setting up 512 AICUs in India, shall install these AICUs within six (6) months from the date of Stage-1 bid submission. Such Bidder(s) shall submit guarantee of Rupees Ten Crore in the form of Insurance Surety Bonds/ Account Payee Demand Draft/Fixed Deposit Receipt from a Scheduled Commercial bank (which includes Nationalized Banks)/Bank Guarantee from a Commercial bank or online as per Annexure-7.
- b) The guarantee (Insurance Surety Bonds /Bank Guarantee/Fixed Deposit) should be valid for one (01) year with a claim period of three (03) months. The validity of the guarantee will be extended as required by C-DAC.
- c) A scan copy of the guarantee amounting to Rs.10 Cr (Rupees Ten Crore only) in the form of Insurance Surety Bonds/ Account Payee Demand Draft/Fixed Deposit Receipt is to be submitted along with the bid by the Bidders through CPP portal. Therefore, the last date of submission of guarantee of Rs.30 Cr will be the same as the last date of submission of the bid.
- d) The original guarantee of Rs.10 Cr (Rupees Ten Crore) in the form of Insurance Surety Bonds/ Account Payee Demand Draft/Fixed Deposit Receipt shall be sent by courier and delivered to C-DAC, Centre for Development of Advanced Computing (Ministry of Electronics and Information Technology), Plot No. 20, FC-33, Institutional Area, Jasola Vihar, New Delhi – 110025, before the bid submission deadline.
- e) **Submitted Guarantee may be forfeited:** The guarantee will be forfeited if the Bidder fails to install 512 AICUs in India within six (06) months from the date of Stage-1 bid submission.

10. Performance Security

- 1) The successful ASP after completion of Stage-2 shall submit a Performance Security @ 5% of total value of Contract (including GST) within 14 days from the date of issuance of the contract. The Performance Security if submitted in the form of Bank Guarantee, Fixed Deposit and Insurance Surety bond should be valid for a minimum period of sixty-six (66) months (Implementation period 6 months + 5 year service) and Claim Period of three (3) months. The Performance security shall be submitted in one of the following forms:
 - a. Insurance Surety Bonds/ Account Payee Demand Draft/Fixed Deposit Receipt from a **Scheduled Commercial bank (which includes Nationalized Banks)**/Bank Guarantee from a Scheduled Commercial bank or online Payment.

1.	Beneficiary Name & Address	
2.	Bank Name	
3.	Bank Branch & Address	
4.	Beneficiary Account No	
5.	IFSC code	

- b. Bank Guarantee should be issued by a scheduled commercial bank in India (**which includes Nationalized banks**), in the prescribed form provided in **Format Annexure-6**.
- 2) If the ASP fails to furnish Performance Security within the specified period of fourteen (14) days, it shall be lawful for C-DAC to annul, at its discretion, the award, and forfeit the EMD submitted in the Stage-2 tender, besides taking any other actions. Further,
- (a) If the ASP, during the currency of the Contract, fails to maintain the requisite Performance Security, it shall be lawful for C-DAC, at its discretion, to terminate the Contract for default besides availing any or all contractual remedies provided for breaches/ default, or
- (b) without terminating the Contract:
- recover from the ASP the amount of such security deposit by deducting the amount from the pending bills of the ASP under the contract or any other contract with the C-DAC, or
 - treat it as a breach of contract and avail any or all contractual remedies provided for breaches/ default.
- 3) ASP needs to extend the validity of the Performance Security as and when asked by C-DAC due to Extension of project timelines or if any other valid reason.
- 4) In the event of any amendment issued to the contract, the ASP shall furnish suitably amended value and validity of the Performance Security in terms of the amended contract within twenty-one (21) days of issue of the amendment.
- 5) C-DAC shall be entitled, and it shall be lawful on its part, to deduct from the performance securities or to forfeit the said security in whole or in part in the event of:
- any default, or failure or neglect on the part of the ASP in the fulfilment or performance in all respect of the contract under reference or any other contract with C-DAC or any part thereof for any loss or damage recoverable from the contractor which the C-DAC may suffer or be put to for reasons of or due to above defaults/ failures/ neglect.
- 6) Subject to the sub-clause above, C-DAC shall release the performance security on completing all contractual obligations at the satisfaction of C-DAC.

No interest will be payable by C-DAC on any security deposit, amount forfeited, liquidated damages, SLA penalty, amount withheld any delayed payment.

11. Stage-2 – Bidding among empaneled ASPs

11.1 On conclusion of Stage-1, C-DAC shall issue to each empanelled ASP, the detailed scope of work, EMD, terms and conditions of engagement, the Service Level Agreement and the financial bid format for each Stage-2 instance. The terms shall include, among others, the service levels, liquidated damages, penalties, suspension, exit and termination provisions as applicable at the agreement stage. **It shall be the sole responsibility of the empanelled ASPs to ensure that they**

have a valid and active registration on the Government e-Marketplace (GeM) portal, with all necessary eligibility and compliance requirements, for participation in the Stage-2 procurement through GeM.

11.2 Engagement

1. Subsequent procurement at **Stage-2** through GeM portal shall be undertaken only from the empaneled ASPs having **established an operational AICU infrastructure**, meeting the prescribed requirements. ASPs who are in the process of establishing the required **512 AICU** shall be eligible for Stage-2 procurement only upon completion and operationalisation of the required infrastructure **within six (6) months from the date of Stage-1 Bid submission**.
2. The detailed mechanism for engagement of empaneled ASPs, including the methodology for allocation of work, shall be finalized and notified during Stage-2 of the procurement process. At that stage, the C-DAC reserves the right, at its sole discretion, to:
 - a) Award the entire requirement to a single ASP based on the applicable selection methodology; or
 - b) Distribute the requirement among multiple empanelled ASPs in one or more lots/chunks, based on considerations such as capacity, technical suitability, commercial terms, risk mitigation, service continuity, geographical distribution, or any other criteria deemed appropriate by C-DAC.
3. Empanelment under Stage-1 shall not confer any guarantee of work allocation. The final engagement model, quantity allocation, and award strategy shall be determined and communicated during Stage-2 in accordance with the requirements of C-DAC.
4. Engagement shall be effective through a written agreement executed between C-DAC and the engaged ASP on the terms issued under clause 11.1, supported by the performance security specified therein. The ASP shall thereafter provision the AI Compute capacity and the associated Hardware & Software services in accordance with the said written agreement and the Service Level Agreement.

12. Empanelment, Governance and General Conditions

12.1 Empanelment of ASPs

1. C-DAC shall maintain a panel of empaneled AI Service Providers (ASPs). The empanelment shall remain valid for a period of three (3) years from the date of empanelment and may be extended for an additional period of up to three (3) years, at the sole discretion of C-DAC. C-DAC shall **review the performance of the empanelled ASPs periodically, including on an annual basis**, based on the service quality, compliance with applicable requirements, performance and other relevant parameters. Based on such review, C-DAC shall have the right to **continue, suspend or terminate the empanelment of an ASP**, as considered appropriate, even if the original empanelment period has not expired, in accordance with the terms and conditions of the RFE and applicable contractual provisions. C-DAC may invite multiple Stage-2 bids among these empaneled ASPs during the entire period of empanelment.
2. C-DAC may review the panel periodically and may de-empanel an ASP for non-compliance with the terms of this RFE or of the agreement executed under Section 11.

12.2 General Conditions

1. C-DAC reserves the right to accept or reject any bid, to empanel one or more ASPs, and to engage one or more ASPs, without assigning any reason.

2. Termination

- a. In an event where C-DAC believes that the empanelled agency is in material breach of its obligations under the empanelment terms, C-DAC may, without prejudice to any other remedy for breach of terms of empanelment, terminate the empanelment in whole or part upon giving a one (1) month's prior written notice to the empaneled agency. Any notice served pursuant to this clause shall give reasonable details of the material breach, which could include any of the following events and making the termination effective:
 - i. Empanelled agency becomes insolvent, bankrupt, resolution is passed for the winding up of the empanelled agency's organization.
 - ii. Information provided to C-DAC is found to be incorrect.
 - iii. Empanelment conditions are not met as per the requirements of the bid document.
 - iv. Misleading claims about the empanelment status are made.
 - v. If a Successful Bidder fails to perform any other obligation(s) under the empanelment terms.
- b. C-DAC reserves the right to terminate the empanelment at its will at any time in future for reasons that are deemed to be fit in the larger interest of the users.

3. Confidentiality

- a. The empanelled ASP will be exposed, by virtue of the agreed activities as per this document, to internal business information of C-DAC. The service provider would be required to provide an undertaking that they will not use or pass on to anyone, the data/information derived from the project in any form. The service provider must safeguard the confidentiality of end user's bids, data and other digital assets hosted or shared on the cloud platform.
- b. Disclosure of any part of the aforementioned information to parties who are not directly involved in providing the services requested, unless required to do so by the Court of Law within India or other Statutory Authorities of Indian Government, could result in premature termination of the empanelment. The Bidder shall also not make any news release, public announcements or any other reference on bid document or empanelment agreement without obtaining prior written consent from the C-DAC.
- c. Empanelled agency shall use reasonable care to protect confidential information from unauthorised disclosure and use.
- d. Empanelled agency should have a privacy policy for protecting the personal identity and financial details of the end users.

4. Arbitration

- a. If, due to unforeseen reasons, problems arise during the progress of the empanelment, leading to any disagreement between C-DAC and the empanelled agency, then the ASP

shall first try to resolve the same amicably by mutual discussion. If the parties fail to resolve the dispute by such mutual discussion within twenty-one (21) days, then depending on the position of the case, either C-DAC (or the End Users as the case may be) or the Successful Bidder can give notice to the other party of its intention to commence arbitration and the applicable arbitration procedure will be as per Indian Arbitration and Conciliation Act, 1996, and the venue of the arbitration will be New Delhi . The language of arbitral proceedings shall be English and the Award shall be final and binding on all Parties. Pending resolution, the parties shall continue to perform their obligations unless otherwise injuncted upon by an order of the Arbitrator or any competent court authority.

b. In case if Bidder is a Public Sector Enterprise (PSE), the Dispute resolution mechanism will be as follows:

C-DAC and the contractor shall resolve the dispute amicably by mutual consultations. If such resolution is not possible, then the unresolved dispute or difference shall be resolved by using the Administrative Mechanism for Resolution of Dispute (AMRD) in line with communication No. 332619/338367/LS/2019 dated 28.02.2020 or as amended (if any) issued by the Department of Legal Affairs, Ministry of Law & Justice, Government of India.

5. Indemnification

There shall be no infringement of any Intellectual Property and/or Industrial Property Rights including such that of any patent rights by the Bidder as per the applicable laws of relevant jurisdictions, having requisite competence, in respect of the deliverables or any part thereof, supplied under the empanelment terms. Bidder shall indemnify C-DAC against all cost/claims/legal claims/liabilities arising from third party claim at any time on account of the infringement or unauthorized use of any intellectual and/or industrial property rights of any such parties.

6. Governing Law and Jurisdiction

This empanelment award and any dispute arising from it, whether contractual or non-contractual, will be governed by the laws of India and subject to the arbitration clause, subject to the exclusive jurisdiction of the competent courts of New Delhi, India.

7. Limitation of Liability

a) Empanelment Stage

The empanelment of an ASP under this EOI shall not create any contractual obligation on the part of C-DAC to procure services, award work, or enter into any subsequent agreement with the empanelled ASP.

b) No Guarantee of Business

The empanelment shall not guarantee any minimum business, revenue, utilization, purchase commitment, capacity reservation, or award of work. No claim shall lie against C-DAC on account of non-allocation of work.

c) Limitation of Liability

The empanelled agency shall not be liable, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs

8. Relationship

- a. Nothing mentioned herein shall be construed as a master-slave or a principal-agent relationship between “C-DAC” and the “ASP(s)”. No partnership shall be constituted between C-DAC and the ASP(s) by virtue of this empanelment nor shall either party have powers to make, vary or release their obligations on behalf of the other party or represent that by virtue of this or any other empanelment a partnership has been constituted, or that it has any such power. The ASP (s) shall be fully responsible for the services performed by them or on their behalf.
- b. Neither party shall use the other party's name or any service or proprietary name, mark, or logo of the other party for promotional purposes without first having obtained the other party's prior written approval.
- c. The ASP shall not assign, transfer or sell its rights and/or obligations by virtue of this relationship between C-DAC and the ASP, without a prior approval from C-DAC, to any third party. Such approval shall be taken atleast thirty (30) days in advance.

9. Fraud and Corruption

- a. C-DAC requires that the ASP(s) engaged through this process must observe the highest standards of ethics during the performance and execution of the awarded project(s).
- b. C-DAC will reject the bid for empanelment if the ASP(s) recommended for empanelment, has been determined by C-DAC to have been engaged in corrupt, fraudulent, unfair trade practices, coercive or collusive.
- c. C-DAC shall be at the liberty to reject a bid for award if it determines that the ASP(s) recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, unfair trade, coercive or collusive practices in competing for any assigned project during the empanelment.

10. Force Majeure:

At the occurrence of any unforeseen event, beyond the control of either Party, directly interfering with the delivery of Equipment(s) and Services arising during the currency of the contract, such as war, hostilities, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, pandemic, quarantine restrictions, strikes, lockouts, or acts of God, or any other defined by government, the affected Party shall, within a week from the commencement thereof, notify the same in writing to the other Party with reasonable evidence thereof. Unless otherwise directed by C-DAC in writing, the contractor shall continue to perform its obligations under the contract as far as reasonably practicable and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. If the force majeure condition(s) mentioned above be in force for ninety (90) days or more at any time, then in such a case either party shall have the option to terminate the contract on expiry of ninety (90) days from the commencement of such force majeure by giving a fourteen (14) day notice to the other party in writing. In case of such termination, no damages shall be claimed by either party against the other, save and except those which had occurred under any other clause of this contract before such termination.

11. Change of Control

- a. In the event of a change of control/entity conversion/name change (on account of merger, amalgamation, consolidation, acquisition, or similar transition, etc.) of the ASP during the term of the Empanelment, the ASP shall promptly notify C-DAC of the same, along with the details and relevant documentations.
- b. In the event that any potential material adverse effect of such a change of control, as determined by C-DAC, on ASP's ability to comply with its obligations under this empanelment or net worth of the surviving entity is less than that of ASP prior to the change of control, C-DAC, within thirty (30) days of becoming aware of such change in control, may exercise its right to terminate the empanelment of the ASP within a further notice period of thirty (30) days, duly given in writing, to become effective as specified in such notice.
- c. Pursuant to the termination, the effects of termination as set out in the termination clause shall follow.

For the avoidance of doubt, it is expressly clarified that the internal reorganization of the ASP shall not be deemed an event of a change of control for purposes of this Clause unless the surviving entity is of less net worth than the predecessor entity.

12. Commercial Principles for Procurements

The empanelment under this RFE is intended to establish a pool of qualified ASPs. Specific commercial/payment terms shall be finalized at Stage-2. However, C-DAC may consider the following commercial principles while structuring :

- a) The Compute Services may be hired for a tenure of five (5) years (indicative), ensuring long-term availability, pricing stability, and continuity of services.
- b) Billing and payment obligations shall commence from the date on which the infrastructure is successfully commissioned, accepted, and formally taken over by C-DAC.
- c) ASP may be required to provide fixed pricing for the contract duration.
- d) Where applicable, a proper mechanism will be defined for adjustment of prices based on the inflation indices, foreign exchange fluctuations, changes in statutory levies, or other mutually agreed parameters.
- e) C-DAC may release quarterly payments for a fixed duration period.

13. The Bidder(s) must comply with the Integrity Pact as a preliminary qualification and sign the Integrity Pact as at Annexure-8 on plain paper.

14. Pre-bid Query Format

Bidder's Request for Clarification on Bid Document		
Name of the Bidder submitting the request	Name and position of person submitting request	Full formal address of the Bidder including phone, fax, and email points of contact

S. No	Bid document reference(s) (section number/ page & clause/sub clause)	Content of Bid document requiring clarification	Points on which clarification required
1.			
2.			

15. Document Checklist

Documents Checklist			
Sno.	Annexure/Documents	Submitted (Yes/No)	Remark

Annexure – 1 – Bid Cover Letter

(Original signed copy on company letterhead of the bidder)

[Date]

To,
The Executive Director (Corporate & Govt. Business),
C-DAC

<Address>

Dear Sir,

Sub: Request for Empanelment (RFE) of AI Service Providers (ASP) for Provisioning of AI Compute Capacity

RFE Ref No:_____

Having examined the invitation, we, the undersigned, submit our response as below:

- 1 We agree to abide by this Bid, consisting of this letter, with all the annexures, duly signed, valid for a period of 180 days from the submission date specified in this bid document.
- 2 We hereby declare that all the information and statements in this proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.
- 3 We understand that C-DAC is not bound to accept every proposal that it may receive.
- 4 We hereby convey our acceptance to offer selected / all the “AI services on cloud “as defined in the scope of work. I/We are entitled to act on behalf of our company /corporation/firm/organization and are empowered to sign this document as well as such other documents, which may be required in this connection.
- 5 In case we are successfully empaneled , I/We confirm that will comply with the IT Act 2000 (including 43A), Digital Personal Data Protection Act 2023 and amendments thereof; meet ever evolving Security Guidelines specified by CERT-IN and meet any security requirements published/notified (or to be published/notified) by C-DAC or any standards body setup / recognized by Government of India from time to time.
- 6 I/We as Bidder do hereby undertake that there is absence of actual or potential conflict of interest on the part of our organization, or any prospective subcontractor due to prior, current, or proposed contracts, engagements, or affiliations with C-DAC for this empanelment. I/We also confirm that there are no potential elements (time frame for service delivery, resource, financial or other) that would adversely impact the ability of our organization to comply with the requirements as given in the bid document. We undertake and agree to indemnify and hold C-DAC harmless against all claims, losses, damages, costs, expenses, proceeding fees of legal advisors (on a reimbursement basis) and fees of other professionals incurred (in the case of legal fees & fees of professionals, reasonably) by C-DAC and/or its representatives, if any such conflict arises later.

- 7 The following persons will be the authorized representative of our company/ organization for all future correspondence between the C-DAC and our organization.

Organization	Name: Address: Phone:
Primary Contact	Name: Title: Phone: Email:
Secondary Contact	Name: Title: Phone: Email:
Executive Contact	Name: Title: Phone: Email:

- 8 We fully understand that in the event of any change in our contact details, it is our responsibility to inform C-DAC about the new details. We fully understand that C-DAC shall not be responsible for non-receipt or non-delivery of any communication and/or any missing communication from C-DAC to us, in the event that reasonable prior notice of any change in the authorized person(s) of the company is not provided to C-DAC.
- 9 We confirm that the information contained in this response or any part thereof, including its exhibits, and other documents and instruments delivered or to be delivered to C-DAC is true, accurate, verifiable, and complete. This response includes all information necessary to ensure that the statements therein do not in whole or in part mislead C-DAC in its short-listing process.
- 10 We fully understand and agree to comply with verification, if any of the information provided here is found to be misleading at any point of time, we are liable to be dismissed from the selection process or, in the event of our selection, our registration is liable to be terminated.
- 11 We agree for unconditional acceptance of all the terms and conditions set out in this bid document.

12 We agree that C-DAC is not bound to accept any proposal that C-DAC may receive from us. We also agree that you reserve the right in absolute sense to reject any or all of the products/ services specified in this bid / proposal.

13 It is hereby confirmed that I/We are entitled to act on behalf of our company /corporation/firm/organization and empowered to sign this document as well as such other documents, which may be required for this engagement.

Dated this _____Day of _____Year.

(Signature)

(In the capacity of)

(Name)

Duly authorized to sign the RFE Response for and on behalf of:

(Name and Address of Company) Seal/Stamp of Bidder

Witness Signature:

Witness Name:

Witness Address:

(Company Seal)

List of Enclosures:

A copy of the corporate sanctions / approvals /board resolution authorizing its entitled representative to sign/act/execute documents forming part of this proposal including various bid documents and binding contract.

Annexure – 2 – Eligibility Criteria Compliance

The Bidder's information should address the Eligibility criteria as specified in the Section 6&7 and should contain details of how the Bidder satisfies the Eligibility criteria.

1. General Details of the Organization

This part must include a general background of the respondent organization **(limited to 400 words)** providing the details of the relevant services offered by the Organization.

2. Incorporation Details of the Organization

Incorporation details of the organization as per the format provided below. Enclose the mandatory supporting documents listed in format.

Details of the Organization	
Name of organization	
Nature of the legal status in India	
Legal status reference details	
Nature of business in India	
Date of Incorporation	
Date of Commencement of Business	
Address of the Headquarters	<<street and mailing addresses, phone, fax, and email>>
Address of the Registered Office in India	<<street and mailing addresses, phone, fax, and email>>
Address of the Data Center Facility	<<street and mailing addresses, phone, fax, and email>>
Location of SOC	
Location of NOC	
The AICU service capability available for Stage-2 as on date of Stage-1 Bid submission (4000/1000/512)	
Other Relevant Information	
Mandatory Supporting Documents: Certificate of Incorporation from Registrar of Companies (ROC)	

3. Financial Details of the Organization

Financial details of the organization as per the format below. Enclose the mandatory supporting documents listed in form. To be submitted by Bidder.

Financial Information of <<Bidder>>			
In the previous three completed financial years	FY (23-24)	FY (24-25)	FY (25-26)
Net worth			
Net Worth (in INR Crores)			
Revenue			
Revenue from operations (in INR Crores)			
Other Relevant Information			
	Mandatory Supporting Documents: a. Auditor/CA Certificate indicating the Net Worth and Annual Revenue (last three completed financial years) at the time of submission of bid to C-DAC.		

4. **Details of the eligibility documents as per section 7** : We the Bidder confirm that all the relevant documents are Attached.

Authorized Signatory
(Bidder)

Designation

Annexure – 3 – Self-declaration on Blacklisting & not been de-empaneled by IndiaAI/MeitY

(Self-declaration on Blacklisting from the Bidder on company letter head, signed by authorized signatory)

[Date]

To,

The Executive Director (Corporate & Govt. Business),
C-DAC

<Address>

Dear Sir,

Sub: Self-declaration on Blacklisting to be submitted by Bidder.

RFE Ref No: _____

I/ We <Bidder Name> hereby confirm that our Organization has not been under declaration of ineligibility for corrupt or fraudulent practices or blacklisted or debarred by any Department/ Agency/ PSU/ Organization of the Government of India or any State Government in India for non-satisfactory past performance, corrupt, fraudulent or any other unethical business practices as on date of bid submission.

Further, I/We confirm that our Organization has **not been de-empaneled by IndiaAI/MeitY on account of unsatisfactory performance or service delivery in respect of AICU services**, as on the date of submission of the bid.

Yours faithfully,

Authorized Signatory

Designation

Annexure – 4 – Bid Security Declaration Letter

(From the Bidder on company letter head, signed by authorized signatory)

[Date]

To,

The Executive Director (Corporate & Govt. Business),
C-DAC, Delhi

Dear Sir,

Ref: Bid Security Declaration Letter-Reg.

RFP Reference No.: _____

I/We.....declare that I/We understand that, according to your conditions, bids must be supported by a Bid Securing Declaration.

I/We accept that I/We may be disqualified from bidding for any contract with you for a period of two year from the date of notification if I am /We are in a breach of any obligation under the bid conditions, because I/We;

- a) have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or
- b) having been notified of the acceptance of our Bid by the purchaser during the period of bid validity
 - (i) fail or refuse to execute the contract, if required, or
 - (ii) fail or refuse to furnish the Performance Security, in accordance with the RFE terms & conditions.

I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of

- (i) the receipt of your notification of the name of the successful Bidder; or
- (ii) thirty days after the expiration of the validity of my/our Bid.

Yours faithfully,

Authorized Signatory

Designation

Annexure – 5 – Performance Security

MODEL BANK GUARANTEE FORMAT FOR PERFORMANCE SECURITY

(To be stamped in accordance with stamp Act)

(The non-judicial stamp paper should be in the name of issuing Bank)

B.G. NO. _____

Date of issue _____

Amount (Rs.) _____

Valid upto _____

Claim Amount upto _____

To,

The Executive Director (Corporate & Govt. Business),

C-DAC

Centre For Development of Advanced Computing

(Ministry of Electronics and Information Technology)

Plot no. 20 FC-33 Institutional Area,

Jasola Vihar, New Delhi, Delhi 110025

Dear Sirs,

In consideration of the C-DAC (hereinafter referred as the ‘**Owner**’, which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having _____ awarded _____ to M/s. _____ (name, constitution and address) (herein referred to as the ‘**ASP**’, which expression shall unless repugnant to the context of meaning thereof, include its successors, administrator, executors and assigns) a Purchase Order No. _____ dated _____ valued at _____ (hereinafter referred to as Contract) and the ASP having agreed to provide a Bank Guarantee towards Performance of the entire Contract equivalent to Rs. _____ (amount of BG) (i.e. _____ per cent of the said value of the Contract) to the Owner.

We _____ (name of the Bank) having its Registered Office at _____ and Corporate/Head Office at _____ (hereinafter referred to as the ‘**Bank**’, which expression shall, unless repugnant to the context or meaning thereof, include the successors, administrators, executors and assigns) do hereby guarantee and undertake to pay at any time up to _____ (day/month/year including claim period) an amount not exceeding Rs. _____, within ten (10) calendar days from the date of receipt by us on first written demand by Owner; through hand delivery or registered A.D. Post or by speed post or by courier, stating that “ASP” has failed to perform its obligations under the Contract. Aforesaid payment will be made without any demur, reservation, contest, recourse or protest and/or without any reference to the ASP. Any such demand made by the owner the Bank shall be conclusive and binding notwithstanding any difference between the Owner and ASP or any dispute pending before any court, tribunal or any authority.

The Bank undertakes not to revoke this guarantee during its currency without previous consent of the Owner and further agrees that the guarantee herein contained shall continue to be enforceable till the Owner discharges this guarantee. The owner shall have the fullest liberty, without affecting in any

way the liability of the Bank under this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the ASP, and to exercise the same at any time in any manner, and either to enforce or to forebear to enforce any covenants, contained or implied, in the Contract between the Owner and the ASP or any other course of or remedy or security available to the Owner. The Bank shall not be relieved of its obligations under these presents by any exercise by the owner or by any other matters or thing whatsoever which under law would, but for this provision, have the affect of relieving the Bank. The Bank also agrees that the Owner at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the ASP and notwithstanding any security or other guarantee that the Owner may have in relation to the ASPs liabilities.

This Guarantee can be invoked in one or more trenches and in such a case Owner will not be required to submit the original Guarantee along with submission of claim.

Notwithstanding anything mentioned herein above our liability under this guarantee is restricted to Rs. _____ and it shall remain in force up to and including _____ shall be extended from time to time for such period as may be desired by the ASP on whose behalf this guarantee has been issued.

WITNESS

BANK

Signature _____

Signature _____

Name _____

Name _____

(Bank's Rubber Stamp)

Seal, name & address of the Bank and address of the Branch

Designation with Bank Stamp

Annexure – 6 – Guarantee BG Format

MODEL BANK GUARANTEE FORMAT FOR 512 AICU DEPLOYMENT COMMITMENT

(To be stamped in accordance with stamp Act)

(The non-judicial stamp paper should be in the name of issuing Bank)

B.G. NO. _____

Date of Issue _____

Amount (Rs.) Thrity Crore

Valid upto _____

Claim Amount upto _____

To,

The Executive Director (Corporate & Govt. Business),
C-DAC
Centre for Development of Advanced Computing
(Ministry of Electronics and Information Technology)
Plot No. 20 FC-33 Institutional Area,
Jasola Vihar, New Delhi, Delhi – 110025

Dear Sirs,

In consideration of the C-DAC, hereinafter referred to as the “Owner”, which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns ,having invited bids under the Request for Empanelment (RFE) of AI Service Providers (ASP) for Provisioning of AI Compute Capacity, vide RFE No. _____ dated _____ (hereinafter referred to as the “RFE”), and M/s.

_____ (name, constitution and address) (hereinafter referred to as the “Bidder”, which expression shall unless repugnant to the context or meaning thereof include its successors, administrators, executors and assigns) having submitted its Stage-1 Bid under the said RFE and having undertaken to set up/deploy a minimum of 512 AICUs within India within six (6) months from the date of submission of the Stage-1 Bid, and the Bidder having agreed to provide a Bank Guarantee towards securing the aforesaid commitment equivalent to Rs. 10,00,00,000/- (Rupees Ten Crore only) to the Owner.

We, _____ (name of the Bank) having its Registered Office at _____ and Corporate/Head Office at _____ (hereinafter referred to as the “Bank”, which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay at any time up to _____ (day/month/year including claim period) an amount not exceeding Rs. 10,00,00,000/- (Rupees Ten Crore only), within ten (10) calendar days from the date of receipt by us of the first written demand by the Owner; through hand delivery or Registered A.D. Post or by Speed Post or by Courier, stating that the “Bidder” has failed to fulfil its commitment to set up/deploy the minimum 512 AICUs within India within six (6) months from the date of submission of the Stage-1 Bid, in accordance with the terms and conditions of the RFE.

The aforesaid payment will be made without any demur, reservation, contest, recourse or protest and/or without any reference to the Bidder. Any such demand made by the Owner, the Bank shall

treat as conclusive and binding notwithstanding any difference between the Owner and the Bidder or any dispute pending before any court, tribunal or any authority.

The Bank undertakes not to revoke this guarantee during its currency without previous consent of the Owner and further agrees that the guarantee herein contained shall continue to be enforceable till the Owner discharges this guarantee.

The Owner shall have the fullest liberty, without affecting in any way the liability of the Bank under this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Bidder, and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the RFE or any agreement/arrangement between the Owner and the Bidder or any other course of or remedy or security available to the Owner.

The Bank shall not be relieved of its obligations under these presents by any exercise by the Owner or by any other matters or thing whatsoever which under law would, but for this provision, have the effect of relieving the Bank.

The Bank also agrees that the Owner at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Bidder and notwithstanding any security or other guarantee that the Owner may have in relation to the Bidder's liabilities.

This Guarantee can be invoked in one or more tranches and in such a case Owner will not be required to submit the original Guarantee along with submission of claim.

Notwithstanding anything mentioned herein above, our liability under this guarantee is restricted to Rs. 10,00,00,000/- (Rupees Ten Crore only) and it shall remain in force up to and including _____ and shall be extended from time to time for such period as may be desired by the Owner/Procuring Authority.

WITNESS BANK

Signature _____ Signature _____

Name _____ Name _____

Stamp) (Bank's Rubber

Address of the Bank Seal, Name &

Branch and Address of the

Bank Stamp Designation with

Annexure – 7 – Make in India Declaration & Land Border Sharing

Declaration / Certificate to be provided by the cost auditor/ statutory auditor of the bidder/
Organization/Institution (Please submit the certificate as per format given below)

To

The Executive Director (Corporate & Govt. Business),
C-DAC
Centre for Development of Advanced Computing
(Ministry of Electronics and Information Technology)
Plot No. 20 FC-33 Institutional Area,
Jasola Vihar, New Delhi, Delhi – 110025

**Subject: Request for Empanelment (RFE) of AI Service Providers (ASP) for Provisioning of
AI Compute Capacity-Make in India & Land Border Sharing OM-Reg**

RFE Ref No: _____

We hereby certify that the **goods / software / services offered by us under this RFE** comply with the provisions of the **Public Procurement (Preference to Make in India) Order, 2017 [Order No. P-45021/2/2017-PP (BE-II)]**, including **Order (Part-4) Vol. II dated 19th July 2024**, and **any subsequent amendments thereto issued from time to time**.

We further certify that **we are not from a country sharing a land border with India**, as defined under **Order (Public Procurement No. 4) dated 23.02.2023**, issued by the Procurement Policy Division, Department of Expenditure, Ministry of Finance, Government of India, and that the **services offered by us under this bid comply with the provisions of the said order and any subsequent amendments thereto issued from time to time**.

We undertake to provide **necessary supporting documents / declarations**, as may be required by C-DAC, to establish compliance with the above provisions.

Note: C-DAC, C-DAC reserves the right to **accept, reject, or cancel any bid or bidder**, at its sole discretion, based on the verification of the declarations submitted with respect to **Make in India (MII) compliance and Land Border restrictions**, in accordance with applicable Government of India guidelines.

For (Name of bidder)

Authorized Signatory

Name & Designation:

Annexure – 8 – Integrity Pact

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

By and Between

C-DAC, Centre for Development of Advanced Computing (C-DAC), an autonomous scientific society under the Ministry of Electronics and Information Technology (MeitY), Government of India, having its office at Plot No. 20, FC-33, Institutional Area, Jasola Vihar, New Delhi, Delhi – 110025, hereinafter referred to as the “C-DAC/Principal”, which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its administrators, successors and permitted assigns, of the First Part;

AND

_____, having its registered office at _____, hereinafter referred to as the “Bidder/Contractor”, which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its administrators, successors and permitted assigns, of the Second Part.

The C-DAC/Principal and the Bidder/Contractor are hereinafter individually referred to as a “Party” and collectively as the “Parties”.

Preamble

C-DAC invites RFE for: **“Empanelment of ASP for provisioning of Compute Services”**

C-DAC values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relations with its Bidder(s).

In order to achieve these goals, the Principal, by way of this Integrity Pact (“the Pact”) will appoint an 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

The Principal commits itself to take all measures necessary to prevent corruption and to observe the following:-

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.

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.

The Principal will exclude from the process all known prejudiced persons.

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.

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.

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.

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.

The Bidder / Contractor shall not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

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

Section 2 Commitments of the Bidder/ contractor

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:

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.

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.

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.

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.

The Bidder / Contractor further confirms and declares to the Principal that the Bidder / 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.

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.

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 the 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.

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.

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

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:

the Principal is entitled to disqualify the Bidder from the tender process or to terminate the Contract,
if already signed, for such reason.

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.

An act/omission would be treated as a transgression after due consideration of the available evidence
by the Principal.

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.

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

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:

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;

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.

To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the Bidder / Contractor.

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.

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.

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

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.

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

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

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).

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

The Principal appoints competent and credible Independent External Monitor (IEM) as nominated and approved by the Central Vigilance Commission. The task of the IEM is to review independently and objectively, whether and to what extent the Parties comply with the obligations under this Pact. The IEM would be required to sign 'Non- Disclosure Agreements' along with a declaration of 'Absence of Conflict of Interest'. In case any conflict of interest arises at a later date, the IEM shall inform the Chairperson of the Board of the Principal and recuse himself/herself from that case.

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.

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.

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.

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.

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.

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.

The word 'IEM' would include both singular and plural.

Section 8 Pact Duration

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.

If any claim is made / lodged during the aforesaid duration, the same shall continue to be valid despite the lapse of this pact as specified above, till it is discharged / determined by Chairperson of the Board of the Principal.

Section 9 Other provisions

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.

If the Contractor is a partnership or, this Pact must be signed by all partners.

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.

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.

Issues like warranty/ guarantee etc. shall be outside the purview of IEM.

In this context, details of IEM (Independent External Monitor) is provided below:

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

Shri Vijay Kumar Singh - email: vijaysinghsls10@gmail.com

For the Principal

For the Bidder / Contractor

Place -----

Witness 1 : -----

Date -----

Witness 2 : -----