

CHAPTER-I

NOTICE CUM INVITATION TO TENDER
GOVT OF INDIA, MINISTRY OF HOME AFFAIRS
DIRECTORATE GENERAL, NATIONAL SECURITY GUARD
PROVISIONING DIRECTORATE (PROCUREMENT CELL)
MEHRAM NAGAR, PALAM, NEW DELHI-110037

Tel: 011-25663100(Ext-3167/3259/3283/3349), 011-25673560, Fax: 011-25663258, 3177

E-mail: gcprov@nsg.gov.in; tc.proc1@nsg.gov.in

GeMAR&PTS ID : **GEM/GARPTS/29102024/FN9DVKCN1MC2**

To,

Director General, National Security Guard, Ministry of Home Affairs, Government of India, on behalf of President of India Invites non-transferable **Open** e-tenders for the stores under **TWO BID SYSTEM** (Technical & Financial Bid) for the following stores/services:-

2.

Sl. No.	Description of item under procurement	Quantity in Nos	Estimated Cost (INR)	Offer Validity Upto (270 days)	Earnest Money (INR)	EMD validity Upto (315 days)
i.	Training Node (GPU Server upto 4 x H100 GPU)	01	6,58,85,149	15.08.2025	19,77,000/-	29.09.2025
ii.	Inference Node (GPU Server upto 4 xH100 GPU)	01				
iii.	Management Node	02				
iv.	RHEL for servers	04				
v.	Storage 500 TB usable	01				
vi.	AI/ML/DL software dependencies	01				
vii.	Installation					

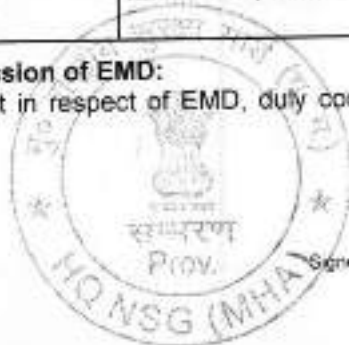
3. Important Dates:

i.	Bid Publishing Start Date	19.11.2024, 1800 hrs
ii.	Bid submission start date	20.11.2024, 1700 hrs
iii.	Bid submission end date	10.12.2024, 1700 hrs
iv.	Clarification start date	21.11.2024, 1000 hrs through email tc.proc1@nsg.gov.in
v.	Clarification end date	30.11.2024, 1700 hrs beyond this date no query will be entertained
vi.	Pre bid Meeting	02.12.2024, 1200 hrs at Conference Hall, First Floor, HQ NSG, Mehram Nagar, Palam, New Delhi-110037.
vii.	Bid opening date	12.12.2024, 1700 hrs

4. Procedure for Submission of EMD:

Original payment instrument in respect of EMD, duly completed in all respect should reach to EMD BOX placed

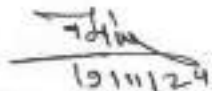
Signature of the bidder India



Signed by Group Commander (Proc), NSG, For and on behalf of President of

at Room No 120, Ground Floor, procurement cell, HQ NSG, Mehram Nagar, Near Domestic Airport, Palam, New Delhi-110037 before bid submission end date. The copy of EMD document must be uploaded alongwith technical bids by the bidder. Late/Non submission of original EMD document would result in rejection of bid. Except original EMD payment instrument, any bid document or part of it submitted in hard copies will be ignored.

5. **Warranty: Three years.**
6. **Delivery Period: 45 Days** from the date of issue of AT (Supply Order). NSG reserves the right to amend the delivery period as per merit.
7. **Consignee Location: NSG at RRU, SASTRA Office, Rashtriya Raksha University (RRU), Lavad, Gandhinagar, Gujrat-382305, Mobile no. – 9978401179, E-mail ID – contact@sastra.co.in**
8. This tender document is **SACROSANCT** for considering any offer as complete offer. By submitting offer letter bidder agreed that all the terms and conditions of the tender are understood and accepted. All pages of this document along with supporting documents shall be thoroughly filled, signed, stamped and **uploaded online through e-Procurement site** <https://eprocure.gov.in/eprocure/app>. All tender documents are available at e-Procurement website <https://eprocure.gov.in/eprocure/app>. Bidders must read the tender document carefully before submitting the offer.


 19/11/24
 (Akhilesh Kumar Tiwari)
 Group Commander (Prov)

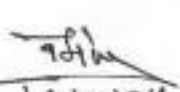
For & On Behalf of the President of India

Copy to:-

- | | | | |
|------|------------------|---|---|
| i. | IT Cell, HQ- NSG | - | For info to upload this Tender on official Web site of NSG. Complete TE already uploaded in portal of e-Procurement System Govt of India. |
| ii. | SC(Prov) HQ NSG | - | For publishing of NIT on GeM please |
| iii. | SC(COORD) HQ NSG | - | For info please. |
| iv. | Comn Br, HQ NSG | - | For info please |



Signature of the bidder Indis


 19/11/24
 Signed by Group Commander (Proc), NSG, For and on behalf of President of

INSTRUCTIONS TO BIDDERS

1. This tender enquiry has the following chapters and appendices:

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2. **Definitions & Glossary of terms:** In this document unless the context otherwise requires:

2.1. "Bid" (including the term 'tender', 'offer', 'quotation' or 'proposal' in certain contexts) means an offer to supply goods, services or execution of works made in accordance with the terms and conditions set out in a document inviting such offers;

2.2. "Bidder" (including the term 'bidder', 'consultant' or 'service provider' in certain contexts) means any eligible person or firm or company, including a consortium (that is an association of several persons, or firms or companies), participating in a procurement process with a Procuring Entity;

2.3. "(Standard) Bid(ding) documents" (including the term 'tender (enquiry) documents' or 'Request for Proposal Documents' – RFP documents in certain contexts) means a document issued by the Procuring Entity, including any amendment thereto, that sets out the terms and conditions of the given procurement and includes the invitation to bid. A Standard (Model) Bidding Document is the standardised template to be used for preparing Bidding Documents after making suitable changes for specific procurement;

2.4. "Bidder registration document" means a document issued by a Procuring Entity, including any amendment thereto, that sets out the terms and conditions of registration proceedings and includes the invitation to register;

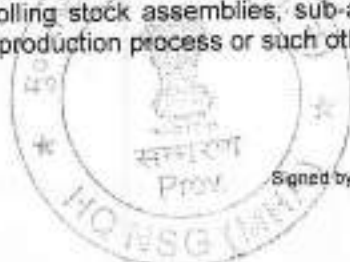
2.5. "Bid security" (including the term 'Earnest Money Deposit'(EMD), in certain contexts) means a security from a bidder securing obligations resulting from a prospective contract award with the intention to avoid: the withdrawal or modification of an offer within the validity of the bid, after the deadline for submission of such documents; failure to sign the contract or failure to provide the required security for the performance of the contract after an offer has been accepted; or failure to comply with any other condition precedent to signing the contract specified in the solicitation documents.;

2.6. "Competent authority" means the officer(s) who finally approves the decision.

2.7. "e-Procurement" means the use of information and communication technology (specially the internet) by the Procuring Entity in conducting its procurement processes with bidders for the acquisition of goods (supplies), works and services with the aim of open, non-discriminatory and efficient procurement through transparent procedures;

2.8. "Goods" includes all articles, material, commodity, livestock, medicines, furniture, fixtures, raw material, consumables, spare parts, instruments, machinery, equipment, industrial plant, vehicles, aircrafts, ships, railway rolling stock assemblies, sub-assemblies, accessories, a group of machines comprising an integrated production process or such other categories of goods or intangible, products

Signature of the bidder India



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like technology transfer, licenses, patents or other intellectual properties (but excludes books, publications, periodicals, etc., for a library), procured or otherwise acquired by a Procuring Entity. Procurement of

goods may include certain small work or some services, which are incidental or consequential to the supply of such goods, such as transportation, insurance, installation, commissioning, training and maintenance;

2.9. "Invitation to (pre-)qualify" means a document including any amendment thereto published by the Procuring Entity inviting offers for pre-qualification from prospective bidders;

2.10. "Invitation to register" means a document including any amendment thereto published by the Procuring Entity inviting offers for bidder registration from prospective bidders;

2.11. "Notice inviting tenders" (including the term 'invitation to bid' or 'request for proposals' in certain contexts) means a document and any amendment thereto published or notified by the Procuring Entity, which informs the potential bidders that it intends to procure goods, services and/or works;

2.12. "Procurement" or "public procurement" (or 'Purchase', or 'Government Procurement/ Purchase' in certain contexts) means acquisition by way of purchase, lease, license or otherwise, either using public funds or any other source of funds (e.g. grant, loans, gifts, private investment etc.) of goods, works or services or any combination thereof, including award of Public Private Partnership projects, by a Procuring Entity, whether directly or through an agency with which a contract for procurement services is entered into, but does not include any acquisition of goods, works or services without consideration, and the term "procure" or "procured" shall be construed accordingly;

2.13. "Procurement contract" (including the terms 'Purchase Order' or 'Supply Order' or 'Withdrawal Order' or 'Work Order' or 'Consultancy Contract' or 'Contract for Services' under certain contexts), means a formal legal agreement in writing relating to the subject matter of procurement, entered into between the Procuring Entity and the supplier, service provider or contractor on mutually acceptable terms and conditions and which are in compliance with all the relevant provisions of the laws of the country. The term "contract" will also include "rate contract" and "framework contract";

2.14. "Procurement process" means the process of procurement extending from the assessment of need; issue of invitation to pre-qualify or to register or to bid, as the case may be; the award of the procurement contract; execution of contract till closure of the contract;

2.15. "Procuring authority" means the officer who finally approves as well as those officials and committee members who submit the notes/reports for the approval for any decision.

2.16. "Procuring Entity" means any Ministry or Department of the Central Government or a unit thereof or its attached or subordinate office to which powers of procurement have been delegated;

2.17. "Prospective bidder" means anyone likely or desirous to be a bidder;

2.18. "Service" means any subject matter of procurement other than goods or works, except those incidental or consequential to the service, and includes physical, maintenance, professional, intellectual, training, consultancy and advisory services or any other service classified or declared as such by a Procuring Entity but does not include appointment of an individual made under any law, rules, regulations or order issued in this behalf;

2.19. "Margin of purchase preference" means the maximum extent to which the price quoted by a "Class-I local supplier" may be above the L1 for the purpose of purchase preference

2.20. "Nodal Ministry" means the Ministry or Department identified pursuant to this order in respect of a particular item of goods or services or works.

2.21. "Procuring entity" means a Ministry or department or attached or subordinate office of, or autonomous body controlled by, the Government of India and includes Government companies as defined in the Companies Act.

2.22. "Works" means all works as per Rule 130 of GFR-2017, and will also include turnkey works'.

3. Potential bidder must ensure that all column of tender document, questionnaire along with the various forms, appendices & annexure published are filled, signed and duly stamped on each page without any modification to original bid document before uploading of offer on online portal. Supporting documents if any are to be uploaded through CPP portal only along with bid. Except original EMD payment instrument no document in hard copy will be entertained. Bidders are requested to check regularly the website/CPP Portal for any changes/modification/amendment/corrigendum in respect of Tender Enquiry Published. Incomplete Tender document will be rejected without giving any notice or further chance.

4. CPP Portal i.e. www.eprocure.gov.in is maintained by National Informatics Centre (NIC). Any technical problem related to uploading the technical bid by participant bidder will be addressed by NIC and their helpline team. No assistance in this regard will be provided by NSG. No request for extension of date of submission of tender will be entertain by NSG.

5. Possession of valid Digital Signature Certificate (DSC) and enrollment/registration of the firm/bidder on the e-Procurement/e-tender portal is a prerequisite for e-tendering. Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by SIFY/TCS/nCode/eMudra or any Certifying Authority

Signature of the bidder India



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recognized by CCA India on eToken/Smart Card, should be registered. Only registered DSC should be used by the bidder for filing of bid.

6. Bidders are advised to enrollment on the e-Procurement site using the 'Click to Enroll' option available on the home page. Portal enrollment is generally free of charge. During enrollment/registration, the bidders should

provide the correct/true information including valid e-mail ID. All the correspondence shall be made directly with the firm/bidder through e-mail ID provided. Bidder need to login to the site through their user ID/password chosen during enrollment /registration.

7. Bidder should go through the tenders published on the site and download the required tender documents/schedules for the tender. After downloading the tender document/schedules, the bidder should read and understand the bid document carefully before filing the bid.

8. Clarifications, if any can be obtained from the CPP portal or during the pre-bid meeting or by contacting the purchaser during the period scheduled as per Notice Inviting Tender. No clarification request will be entertained once the clarification period is over. Bidder should take into account the corrigendum published before submitting the bids online.

9. Bidder should submit the original EMD payment instrument through post/courier/in person to the Tender Inviting Authority at the address mentioned in the NIT. It is bidder's responsibility to submit the EMD before closing of bid submission date & time. Bid without EMD or late EMD or EMD without sufficient validity or EMD with less value than asked in tender will be rejected summarily.

10. While filing bid online the bidder has to select the payment option as offline to pay the EMD as applicable and enter details of the instruments on portal. The details of the EMD instrument, physically sent should tally with the details provided on the online portal failing which bid is liable to be rejected.

11. Bidders should submit price bid only in BoQ format attached in this document and upload the same in CPP Portal <http://eprocure.gov.in/eprocure/app>.

12. The bidders are requested to submit their bids through online e-tendering portal well before the bid submission end date & time (as per Server System Clock). The tender inviting authority will not take any claim or responsibility for any sort of delay or the difficulties faced during the submission of bids online at the last moment.

13. After the bid submission (i.e. after Clicking "Freeze Bid Submission" in the portal), the acknowledgement number, given by the system should be printed by the bidder and kept as a record of evidence for online submission of bid for the particular tender and will also act as an entry pass to participate in the bid opening date.

14. Any bid document uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using bid opener's public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.

15. For any queries on e-tendering Process, the bidders are requested to contact the helpline given on CPP portal or on number 1-800-233-7315 or send an e-mail at cppp-nic@nic.in.

16. **Amendment of Tender Documents:** At any time prior to the last date of submission of bids, the purchaser may, whether at his own initiative or in response to a clarification sought by a prospective bidder, amend bid documents by issuing a corrigendum. The corrigendum shall be notified on the same portal on which original tender has been published. Corrigendum issued may include change in time and date of submission of tender, tender validity period, validity period of the corresponding EMD/bid security.

17. **Withdrawal, Substitution and Modification of Tenders:** The bidder, after submitting the tender, is permitted to withdraw, substitute or modify the tenders in writing without forfeiture of Bid Security/EMD, provided these are received duly sealed and marked like the original tender, up to the date and time of receipt of the tender.

18. No bidder will be allowed to withdraw its bids after technical bids have been opened or during the bid validity period. If any bidder intends to withdraw after opening of technical bids and during bid validity period, its EMD will be forfeited.

19. If after award of the contract, the successful bidder (L1) fails to provide required number of tendered stores, the contract is liable to be cancelled along with forfeiture of performance security deposit and other consequential actions such as blacklisting of the firm etc.

20. The purchaser reserves the right to increase or decrease the quantity of the stores at any stage or to cancel or reject any/all of the tendered requirements without assigning any reasons.

21. For any change in terms and condition of tender/tender specifications, the bidder is requested to visit CPP e-Procurement site <https://eprocure.gov.in/eprocure/app> regularly.

22. If it is come to the notice of purchaser that bidder has hide information about its banning/debarment/blacklisting the EMD shall be forfeited.

Signature of the bidder India



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CHAPTER-III**GENERAL CONDITION OF CONTRACT**

1. The conditions of contract which will govern any contract made are contained in the GFR 2017, Manual for procurement of goods 2017 & all other rules, policies, guidelines, and amendments to thereof, issued by MHA, CVC and other departments of Government of India before issuance of this Tender. Any special conditions attached to this invitation to tender will also form part of the conditions of contract and will supersede any general condition.
2. Public Procurement order (Preference to Make in India, Order 2017) issued by Department of Industrial Policy and Promotion, Ministry of Commerce & Industry, Govt. of India, vide their letter dated 15.06.2017 and notification issued by Ministry of MSME under section 11 of Micro, Small and Medium Enterprises Development Act 2006 shall also be taken into consideration in procurement of Goods & services.

3. Any bidder from a country which shares a land border with India will be eligible if he is registered with the competent authority specified in Annexure-I of Ministry of Finance/Deptt of Expenditure, Public Procurement Division, Govt. of India Order No. 6/18/2019-PPD dated 23.07.2020.

4. Offer Validity:

- 4.1 Offer validity will be as per **Clause – 2 of chapter – I** and can be extended from time to time by NSG as per merit.
- 4.2 In case of extension of offer validity, the validity of EMD submitted shall also be suitably extended by the bidder; otherwise bid of the firm shall not be considered by the purchaser after the expiry of the aforesaid period of EMD Validity.

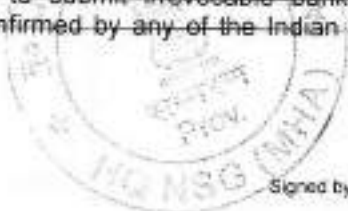
5. EARNEST MONEY DEPOSIT (BID SECURITY):

- 4.1. The EMD valid up to the date as mentioned in **Clause -2 of chapter – I** be furnished by the bidder in the format provided in attached appendix in this tender document.
- 4.2. EMD in form of Account Payee Demand Draft, Fixed Deposit Receipt, Banker's cheque or an irrevocable Bank Guarantee drawn in favor of Pay and Accounts Officer, National Security Guard payable at New Delhi is only acceptable.
- 4.3. ~~Foreign bidder to submit irrevocable bank guarantee (in equivalent Foreign Exchange amount) issued or confirmed from any of the Indian scheduled commercial bank. The EMD should be in the same currency as the contract and must conform to Uniform Rules for Demand Guarantees (URDG 758) – an international convention regulating international securities.~~
- 4.4. Exemption from submission of EMD is applicable to the firms who possess a valid registration as **micro or small** unit under MSME.
- 4.5. Exemption from submission of EMD is available to firms registered as **Startup** firm with DIPP.
- 4.6. Bids submitted without original EMD or original EMD submitted after bid submission date or having validity less than the required as per tender or not equivalent to amount mentioned in this tender or not having valid registration under Micro & Small or startup enterprises for the tendered stores shall be rejected summarily.
- 4.7. No interest shall be payable by the purchaser on the Earnest Money deposited by the bidder.
- 4.8. The Earnest Money deposited is liable to be forfeited if the bidder withdraws or amends impairs or derogates from the tender in any respect within the period of validity of his tender.
- 4.9. The EMD is liable to be forfeited if bidder fails produce sample equipment for technical evaluation and trial at the place & time whenever asked by the technical evaluation committee as prescribed in this tender.
- 4.10. The Earnest Money of the successful bidder shall be returned after the security deposit is furnished as per AT/Purchase order. If the successful bidder fails to furnish the security deposit as required in the contract within the stipulated period, the Earnest Money shall be forfeited by the purchaser.
- 4.11. Earnest Money of the unsuccessful bidder shall be returned after finalization of tender.

6. PERFORMANCE SECURITY:

- 6.1. The successful bidder will have to submit a Performance Guarantee equivalent to **5%** of the Contract value or as mentioned in the purchase order, valid till two months beyond the expiry of the Warranty/Guarantee period.
- 6.2. Performance Security in the form of account Payee Demand Draft, Fixed Deposit Receipt, Banker's cheque or an irrevocable Bank Guarantee drawn in favor of Pay and Accounts Officer, National Security Guard payable at New Delhi is only acceptable.
- 6.3. The Performance Security will come into force from the date of acceptance of the stores/services after final inspection by the purchaser.
- 6.4. ~~Foreign bidder to submit irrevocable bank guarantee (in equivalent Foreign Exchange amount) issued or confirmed by any of the Indian scheduled commercial bank. The performance security~~

Signature of the bidder India



Signed by Group Commander (Proc), NSG, For and on behalf of President of

~~should be in the same currency as the contract and must conform to Uniform Rules for Demand Guarantees (URDG 758) — an international convention regulating international securities. Performance Security shall be governed by Indian laws and be subject to the jurisdiction of courts of the place of issue of the Purchase Order or Acceptance of Tender (AT).~~

7. CLARIFICATION ON TENDER DOCUMENT:

7.1 Bidder can request for clarification on bid documents if any, within the time limit define in **clause 3 of Chapter-I**.

7.2 No clarification request will be entertained by the purchaser after clarification end date and clarification sought after stipulated period will be ignored.

7.3 If no time line is mentioned in **clause 3 of Chapter-I**, then No clarification request will be entertained by the purchaser and if any request received will be ignored without any acknowledgment.

8. CURRENCY OF BID: Indian Rupee (INR) only.

9. WARRANTY:

9.1. Minimum warranty period of tendered stores will be as per **clause 5 of chapter-I** and this will supersede the warranty specified in the QRs/TDs published if any.

9.2. Warranty will be comprehensive and will start from the date of final acceptance of store.

9.3. Bidder are allowed to offer warranty more than asked in this tender, however no extra weightage will be given against the other bidder who has offered minimum warranty as per tender.

9.4. If Stores/part of stores which are found defective or damaged or unserviceable or degrade or performance is not reported as per QRs/TDs mentioned in this tender during the warranty period, seller will replace or repair the store in minimum time at consignee's location in India free of cost.

9.5. Unless specified in tender documents, by signing the bid document bidder hereby declares that the store offer in response to this tender shall be of best quality and brand new in all respects and shall be strictly in accordance with the specification contained in the contract.

9.6. Unless specified in tender documents, by signing the bid document bidder hereby declares that the store offer in response to this tender would continue to perform as per Qualitative Requirements/ Specifications published in this tender for a period of warranty from the date of final acceptance of store by buyer.

9.7. The decision of the purchaser in respect of performance evaluation of store under warranty shall be final and binding on the seller and the purchaser shall be entitled to call upon the seller to repair or replace the store within a reasonable period or such specified period as may be allowed by the purchaser in his discretion on application made thereof by the seller. If seller fails to reinstate the performance of store as per contract then seller shall pay such compensation as may arise by reason of the breach of warranty therein contained.

10. AMC, CAMC and SPARES PARTS:

10.1. The bidder shall submit the rates of AMC and CAMC in percentage of basic price per unit separately for subsequent five years post warranty. This will not be part of financial evaluation for deciding L1.

10.2. The firm will provide frozen rate list of manufacturer's recommended list of spares (MRLS) valid for 5 years after the warranty period.

10.3. The AMC or CAMC or spare parts rates quoted by bidder in this tender will not be binding on the purchaser.

10.4. Unless specified in tender documents, by signing the bid document bidder hereby declares that that they will supply the spare parts, if and when required on agreed basis for an agreed price.

10.5. By signing this bid, bidder undertakes to give adequate advance notice to the purchaser of the equipment and to provide blue prints of spares before going out of production for equipment under contract.

10.6. A complete list of service centers & customer support helpline number in Delhi-NCR or India, along with details of technical personnel manning the service centers must also be uploaded in attached appendix in this bid.

10.7. Bidders to submit details of SMT (Special maintenance Tools) and STE (Special Testing Equipment) to be used for repair of equipment.

11. SUBMISSION OF THE PROPOSAL IN TWO BID SYSTEM: A bidder is required to submit the offer in two bid only, the details is as under:

11.1.1. TECHNICAL BID: The technical bid containing documents in sequence mentioned below shall be uploaded on the CPP portal by the bidder, bids without any of the following mentioned documents shall be liable to be rejected summarily.

11.1.2. Appendix 1 Offer letter by bidder duly filled and prepared on bidder's letter head.

11.1.3. Appendix 2 Undertaking by bidder on its letter head.

11.1.4. Appendix 3 Compliance statement on bidder's letter head: Compliance

Signature of the bidder India



Signed by Group Commander (Proc), NSG, For and on behalf of President of

status on each parameter of tender specification published shall be filled for the equipment offered by the bidder. Non-compliance to the any parameter of published specification will be a disqualification.

11.1.5. Appendix 4 Complete details of Manufacturer/OEM, Distributor and System Integrator as applicable to the bidder need to be filled in the appendix. Distributor and System Integrator shall fill details of its OEM/Manufacturer. Leaving blank any column will be reason for rejection of bid.

11.1.6. Appendix 5 Form of Service Centre or Workshop for after sale support services.

11.1.7. Appendix 6 Past Performance Statement on bidder's letter head: Past performance only submitted in attached format will be accepted, past performance in any other format or attachment of copies of past supply order will not be accepted. No other documents need to be attached at this stage. In case bidder doesn't possess any past performance bidder must explain the reason in the same format.

11.1.8. Appendix 7 Integrity Pact: Integrity Pact completed and signed by bidder and two witnessed of bidder shall be uploaded along with bid. Bids without submission or incomplete or without witnesses signature on pre-Integrity pact shall be rejected.

11.1.9. Appendix 8 ECS Performa for e-payment: ECS mandate form duly completed in all aspect should be submitted by the bidder. Any wrong payment made due to wrong ECS form submitted, will be responsibility of the bidder.

11.1.10. Appendix 9 Performa Bank Guarantee Format for furnishing Earnest Money (EMD)

~~**11.1.11. Appendix 10** Form for Security Clearance of foreign executive, if any to be filled and submitted by the bidder along with the technical bid.~~

11.1.12. Appendix 11 Bidder to check the documents required to be attached with the technical bid.

11.1.13. Document in support of **EMD Exemption**. (If Applicable)

11.1.14. List of **price freeze manufacturer recommended list of spares**. This will not form the part of price evaluation for deciding L1.

11.1.15. Letter quoting **AMC and CAMC rates** in percentage to the basic price of tendered store post warranty. This will not form the part of price evaluation for deciding L1.

11.1.16. Letter of authorization: Bidder participating in capacity of distributor or Indian system integrator shall upload the authorization certificate of OEM/Manufacturer, failing which bid will be liable for rejection.

11.1.17. Detailed MoU between OEM/Manufacturer and distributor if applying in distributor capacity.

11.1.18. BIS/ISO or equivalent certificate of OEM/Manufacturer.

11.1.19. Incorporation Certificate or industrial License of bidder firm.

11.1.20. Copy of GST registration of firm.

11.1.21. Copy of PAN of bidder firm.

11.1.22. Last two year balance sheet or Income tax return of bidder firm.

11.1.23. The technical literature of the tendered store offered by the bidder with respect to specification published in the tender. Don't enclosed technical document of other equipments or non-relevant documents.

11.1.24. Any other relevant information.

11.1.25. The technical bid in clear legible format with maintaining above mentioned sequence of documents be uploaded on CPP portal for considering an offer as responsive bid.

11.1.26. Quoting price of tender in technical bid will be a disqualification considering it an unresponsive bid.

11.1.27. Bidder shall strict to the format of the tender published and shall not upload unnecessary or non-relevant documents in the bid.

11.2.COMMERCIAL BID:

11.2.1. Bidder must upload price bid in BoQ format on CPP portal only which is uploaded separately with bid document.

11.2.2. The bidders should give break up of quoted prices in terms of basic price, applicable GST, Custom duty, other taxes and duties if any.

11.2.3. The firm shall upload the frozen rate list of manufacturer's recommended list of spares (MRLS) valid for 5 years after the warranty period.

11.2.4. The bidder shall submit the rates of AMC and CAMC in percentage of basic price separately for subsequent five years post warranty.

11.2.5. Rates quoted for AMC or CAMC or MRLS will not be considered to finalize the L-1 (Lowest) bidder.

Signature of the bidder India



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12. EVALUATION OF THE PROPOSAL:

12.1.CRITERIA FOR RESPONSIVE BID: All factors will be taken into account for evaluating the bids on

common platform before awarding the contract to responsive and most advantages bidder for buyer. Tender that does not meet the basic requirements specified in the bid documents are to be treated as unresponsive and will be ignored. Evaluation of tender will be done in two stages on fulfilling of following conditions:

- 12.1.1. The tender document completed in all respect in prescribed format duly signed, stamped and in legible form uploaded on e-procurement portal.
- 12.1.2. Required EMD in original or proof of exemption from EMD has been submitted.
- 12.1.3. The bidder is eligible to participate in the bid as per laid down eligibility criteria of tender document.
- 12.1.4. Bidder has uploaded the authority letter and MoU agreement with the manufacturer or OEM in case quoted goods are to be manufactured by a different firm.
- 12.1.5. The bid submitted by a bidder doesn't depart or deviates from the essential requirements specified in the bidding document.
- 12.1.6. The bidder has agreed to the terms and conditions specified in this bid document or bidder have quoted for entire requirement as per schedule of requirements in the tender enquiry.

12.2.-STAGE-I: TECHNICAL EVALUATION CUM TRIAL

- 12.2.1. Only eligible firms whose bids are found responsive bid and completed in all respect as per tender enquiry published will be called for technical evaluation.
- 12.2.2. Bidders must read the tender conditions carefully specially specifications or QRs/TDs published with the tender before appearing for technical evaluation.
- 12.2.3. A Technical Evaluation Committee (TEC) will be constituted by purchaser for technical evaluation of technical bids and samples submitted by bidders.
- 12.2.4. The technical evaluation of technical bids and samples may includes any one or more methods like conducting a functional demonstration, physical evaluation of the samples, detailed power point presentations, examination of all supporting documents and lab test certifications etc against the laid down conditions of tender enquiry and QRs/TDs published with this tender.
- 12.2.5. The purchaser reserves the right to decide upon the methodology or method of Technical Evaluation cum physical trial.
- 12.2.6. Technical evaluation will be conducted within **45 days after** opening of tender. Bidder should be ready with tender sample for Technical Evaluation Cum Trial on intimation of date from Technical Evaluation Committee. TEC reserves the right to change the date, time and place of technical evaluation as per merit.
- 12.2.7. Bidder is responsible to produce himself or his authorized representative with the sample equipment and other technical details of the tendered store for evaluation on the notified date, time and place if called by TEC on **NO COST NO COMMITMENT** basis.
- 12.2.8. If samples are to be imported for technical evaluation it is the bidder's responsibility to get it done in hand before the time limit specified in this tender. No assistance, except End User Certificate if necessary, and certificate that equipment has been called for trials by NSG in response to tender will be provided to the bidder if the exact format and formal request is uploaded with technical bid.
- 12.2.9. The bidder will have to obtain necessary import permission/permit/NOG etc. from MHA/DGFT/Customs/Airport/shipping department or any other relevant department or ministry in India on their own. No request for assistance in this regard will be entertained by the purchaser.
- 12.2.10. In case of any ambiguity in trial, competent authority reserve the right to conduct re-trial or reference to a competent technical agency (accredited labs, state /union government labs) may be considered to clarify of the same on recommendation of TEC based on necessity on material ground.
- 12.2.11. In cases where any foreign representative is expected to be present for technical evaluation or demonstration of tendered item then bidder must fill the details in the **APPENDIX - 10 attached** in this tender document.
- 12.2.12. Failure to present in Technical evaluation will invite necessary action against bidder which may includes forfeiture of EMD or banning/barring/blacklisting of bidder for a period specified by the purchaser for all government purchases in future.

12.3. STAGE-II:- FINANCIAL EVALUATION

- 12.3.1. The price bids of only technically qualified firm whose product qualify all parameters

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of specification or QRs/TDs and recommended by the technical evaluation committee will be opened on e-procurement portal.

12.3.2. For evaluation and comparison of offers on equitable basis, all the quoted prices (with different currencies) will be converted into Indian Rupees as per the selling exchange rates established by RBI/SBI as prevailing on the date of opening of Tender.

12.3.3. Successful bidder will be evaluated on the basis of net lowest cost to the Govt for total items.

12.3.4. To provide level play field, the evaluation of commercial bids shall be carried out among all category bidders i.e. foreign OEM, OEM from SEZ/EOUs and other indigenous OEM. The applicable custom duty & IGST/GST payable or foregone shall be added on basic price of each unit.

12.3.5. Ranking for consideration lowest one (L-1) will be decided on the basis of free delivery to consignee basis.

13. CRITERIA FOR AWARDING THE CONTRACT: Contract to successful L-1 eligible bidder will be based on qualifying all stages of evaluation.

14. PRE-DELIVERY INSPECTION (PDI) INSPECTION PROCEDURE:

14.1. The inspection will be guided by the provisions contained in the governing specifications (QR/TD) and contract/AT as regards to the scope of inspection to be carried out at the pre-delivery stage and/or final inspection as the case may be. Whether every unit of the supply is to be inspected or inspection is done on the basis of random sampling is governed by the governing specification (QR/TD) and/or the NSG orders issued in this regard from time to time till date of issue of tender enquiry.

14.2. When material being supplied is in bulk quantities and it is difficult to examine each and every piece, the procedures as given in relevant Inspection Process Schedule (IPS) and other NSG instructions issued from time to time shall be followed. Where no instructions exist, the guidance of the supervisory officer shall be taken. The material actually inspected shall be double stamped/sealed and balance single stamped. The Inspection Note will be endorsed to this effect. However, the detailed NSG Inspection Board is responsible for the whole consignment.

14.3. The detailed NSG Inspection Board would prepare an inspection protocol on the basis of the manufacturer's Quality control facilities and obtain approval of the Presiding Officer concerned and advise the same to the contractor. The inspection protocol may cover the inspection of sub-assemblies, bought-out components, stage inspection and final inspection of tendered store as necessary.

14.4. On inspection and tests of the plant as per the inspection protocol, inspection reports will be prepared and signed jointly by the detailed Inspection Board and the manufacturer's representative. The report on inspection of plant and machinery at site would be made jointly with the detailed NSG Inspection Board and manufacturer's representative, and signed.

14.5. Pre-delivery inspection of stores and equipment will be carried out at the manufacturer's premises only. The tender specification shall be complete in all respects. The inspection protocol can be mutually discussed between NSG & manufacturer, if so desired. Cost of PDI will be borne by purchaser i.e. Govt Department.

14.6. The manufacturers shall bear the laboratory testing including cost of samples expended in testing. The manufacturer shall carry out his internal pre-inspection and offer only such pre-inspected stores, conforming to the tender specification. In case of infructuous visits like stores not ready, pre-inspection not carried out by him or repeated rejection of stores, the contractor is liable to compensate purchaser all costs of such visits.

14.7. The inspection function is carried out in a decentralized fashion. All correspondence can be made direct to the Trial board detailed by NSG.

14.8. The inspection would be carried out in accordance with the Tender/AT provisions and inspection protocol agreed thereof. The inspection would be done to the best of our knowledge and abilities. Such inspection would not relieve the sellers or buyers their contractual obligations. The certificate issued after inspection would reflect the findings at the time and place of inspection.

15. FINAL INSPECTION OR ACCEPTANCE OR JRI OR LCR AT CONSIGNEE LOCATION

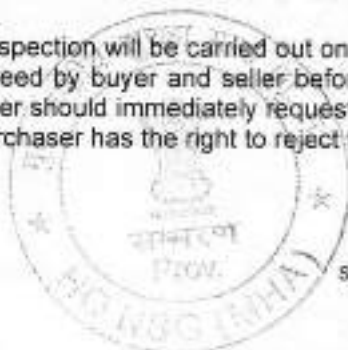
15.1. Inspection Authority is Director General, NSG HQ, Mehram Nagar, Palam, New Delhi-110037.

15.2. Inspection officer is an officer or a board of officers constituted by inspection authority for the purpose.

15.3. Final inspection will be carried out on receipt of goods at consignee location or the location mutually agreed by buyer and seller before accepting them. On receipt of stores at consignee location, seller should immediately request for schedule an inspection.

15.4. The purchaser has the right to reject the goods on receipt during the final inspection on

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delivery even though the goods have already been inspected and cleared at the pre-dispatch stage by Procuring Entity's inspection officer if goods are not found as per contractual terms and conditions.

15.5. Goods accepted by the purchaser at the initial and final inspections, in terms of the contract, shall in no way dilute the purchaser's right to reject them later, if found deficient in terms of the warranty clause of the contract.

15.6. If any store is rejected in final inspection as not conforming to conditions of contract, the same lot must be replaced within 30 days before final acceptance. Alternatively at purchaser's option if any payment has been made to the seller shall be refunded within 30 days from the date of issue of such notice of rejection.

16. TERMS OF DELIVERY & DISPATCH INSTRUCTIONS:

16.1. Free delivery to consignee basis.

16.2. Delivery period will start from the date of issue of AT/Purchase order for indigenous store and from opening of Letter of credit for firm quoting directly where store is to be imported.

16.3. Only those bidders should apply to the tender who are agreed to delivery condition of this tender. Bids of firm's not agreeing to delivery condition will be termed as unresponsive bid and will be rejected summarily.

16.4. Delivery period will include successful acceptance on completion of JRI/final inspection at consignee location by NSG.

16.5. Firm should not deliver the store to consignee location beyond scheduled delivery period as per contract without obtaining prior sanction of purchaser. Store delivered beyond delivery scheduled as mentioned in contract, even if store have been received by the consignee, it would be at the risk and the cost of the seller as the supply may not be taken as contractually accepted.

16.6. Store must be delivered in one lot i.e. complete and final quantity for conducting of final inspection and acceptance.

17. PAYMENT TERMS:

17.1. MODE OF PAYMENT: All Payment will be made through "e-payment" for which duly completed ECS mandate form has to be submitted by bidder with this tender. Part payments and advance payments are applicable as per GFR-2017 on submission of adequate safeguards by the contractor.

17.2. FOR INDIAN BIDDER: Payment will be made to the firm within 30 days on receipt of final acceptance of store and furnishing of performance security by bidder of amount equivalent to 3% of AT/Purchase Order value bearing validity of warranty plus two month from the date of acceptance of store.

18. PURCHASE AND PRICE PREFERENCE CLAUSE: The Purchaser preference will be given in accordance to Rule 153 of GFR 2017 and clause 1.10.4 of Chapter-I of Manual for procurement of Goods 2022 and MSMED Act 2006 and Public Procurement Order (Preference to Make in India) 2017 issued by Department of Industrial Policy and Promotion, Ministry of Commerce letter dated 15.06.2017, amendment to it vide order no No. P-45021/2/2017-PP (BE-II) dated 16 Sept, 2020 and any other relevant order/amendments to existing order which is in force at the time of opening of this tender.

18.1. Purchase preference shall be given to 'Class-I local supplier' in procurements undertaken by procuring entities in the manner specified here under.

18.2. In the procurements of goods or works, which are divisible in nature, the Class-I local supplier shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:

18.3. Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract for full quantity will be awarded to L1.

18.4. If L1 bid is not a 'Class-I local supplier', 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the 'Class-I local supplier' will be invited to match the L1 price for the remaining 50% quantity subject to the Class-I local supplier's quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such 'Class-I local supplier' subject to matching the L1 price. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price or accepts less than the offered quantity, the next higher 'Class-I local supplier' within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on Class-I local suppliers, then such balance quantity may also be ordered on the L1 bidder.

18.5. In the procurements of goods or works, which not divisible in nature, and in procurement of services where the bid is evaluated on price alone, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:

18.6. Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-1 local supplier', the contract will be awarded to L1.

18.7. If L1 is not 'Class-1 local supplier', the lowest bidder among the 'Class-I local supplier', will be invited to match the L1 price subject to Class-I local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such 'Class-I local supplier' subject to matching the L1 price.

18.8. In case such lowest eligible 'Class-1 local supplier' fails to match the L1 price, the 'Class-1 local supplier' with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the 'Class-1 local supplier' within the margin of purchase preference matches the L1 price, the contract may be awarded to the L1 bidder.

18.9. EXEMPTION OF SMALL PURCHASES: Notwithstanding anything contained in paragraph 19.3.1 to 19.3.3 procurements where the estimated value to be procured is less than Rs. 5 lakhs shall be exempt from this Order. However, it shall be ensured by procuring entities that procurement is not split for the purpose of avoiding the provisions of this Order.

18.10. MINIMUM LOCAL CONTENT: The minimum local content shall be 50%. The Nodal Ministry may prescribe a higher or lower percentage in respect of any particular item and may also prescribe the manner of calculation of local content.

18.11. MARGIN OF PURCHASE PREFERENCE: The margin of purchase preference shall be 20%.

18.12. VERIFICATION OF LOCAL CONTENT:

18.12.1. The 'Class-I local supplier'/'Class-II local supplier' at the time of tender, bidding or solicitation shall be required to indicate percentage of local content and provide self-certification that the item offered meets the local content requirement for 'Class-I local supplier'/'Class-II local supplier', as the case may be. They shall also give details of the location(s) at which the local value addition is made.

18.12.2. In cases of procurement for a value in excess of Rs. 10 crores, the 'Class-I local supplier'/'Class-II local supplier' shall be required to provide a certificate from the statutory auditor or cost auditor of the company in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.

18.12.3. False declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.

18.13. A supplier who has been debarred by any procuring entity for violation of this Order shall not be eligible for preference under this Order for procurement by any other procuring entity for the duration of the debarment

19. PRICE VARIATION CLAUSE (Not Applicable)

~~PVC clause under Para 6.6 of chapter 6 and annexure 15 of manual for procurement of goods 2017 is applicable for the high value contract having delivery period more than 18 month from the date of award of contract.~~

20. EXCHANGE RATE VARIATION (Not Applicable)

~~ERV clause under Para 6.7 of manual for procurement of goods 2017 is applicable for the contract having delivery period more than one year from the date of award of contract.~~

21. TRAINING:

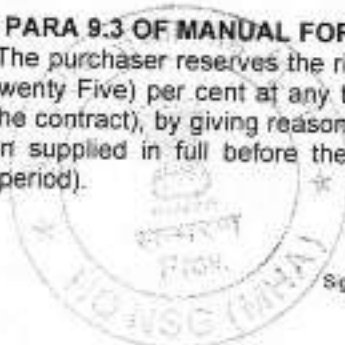
The bidder shall provide free training to the user/buyer after successful acceptance of stores, of an appropriate duration or minimum one week at the consignees/users location as specified by the purchaser.

22. OPTION CLAUSE:

22.1. UNDER PARA 9.3 OF MANUAL FOR PROCUREMENT OF GOODS 2022:

22.1.1. The purchaser reserves the right to increase/decrease the ordered quantity by up to 25 (Twenty Five) per cent at any time, till final delivery date (or the extended delivery date of the contract), by giving reasonable notice even though the quantity ordered initially has been supplied in full before the last date of the delivery period (or the extended delivery period).

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22.1.2 The purchaser reserves the right to place 25% extra order under tolerance/option clause on the successful bidder at the rates quoted by bidder at the time of placement of contract or during the currency of the contract.

23. LIQUIDATED DAMAGES:

In case the firm does not complete the supply within the laid down agreed delivery period as per contract, action will be taken against the firm as per Clause 9.7.9, 9.7.10 & 9.7.11 of Manual for procurement goods 2017, MOF and amendment issued by MHA vide letter dated 21/02/2018 and amendment thereof issued time to time.

24. LAB TEST CERTIFICATES: (AS PER QRs/TDs OR SPECIFICATIONS)

24.1. Bidder has to produce original and copies of Lab Test/Inspection certificate/report at the time of **Technical Evaluation** confirming to the each parameter of QRs/TDs (specification of tendered store).

24.2. Unless specified in approved QRs/TDs Lab Test/Inspection certificate for tendered store must be issued by Govt./Private Lab which are accredited by Indian or foreign Accreditation Bodies which is a member of ILAC or recognized regional co-operation bodies for scope of testing for that particular test.

24.3. This Lab test report requirement will be in accordance to the requirement of QR/TDs of tendered item.

25. JURISDICTION:

25.1. This tender and an outcome of it any award of contract is subject to the jurisdiction of Indian Laws and Courts at the place of issue of the Tender. Sole Arbitration is appointed by the DG NSG. For details refer to Clause 9.9.1 and 9.9.2 of Manual for procurement goods 2017, MOF.

25.2. The Court of the New Delhi shall alone have a jurisdiction to decide any dispute arising out of or in respect of the contract. In the case of dispute or difference arising between the purchaser and the supplier relating to any matter arising out of or connected with the contract, such dispute or difference shall be settled in accordance with the Indian Arbitration and Conciliation Act, 1996. Arbitration Proceedings shall be held at New Delhi, India and the language of the arbitration Proceedings and that of all documents and communications between the parties shall be English.

26. LAWS GOVERNING THE CONTRACT

The contract shall be governed by the laws of India for the time being in force. The contract shall be interpreted in accordance with these laws.

27. ARBITRATION:- In the event of any question, dispute or difference arising under these conditions or any special conditions of contract, or in connection with this contract (except as to any matters, the decision of which is specifically provided for by these or the special conditions), the same shall referred to the Sole Arbitration of the DG, NSG, Min. of Home Affairs or of some other person appointed by him under **clause 9.9.1 and 9.9.2 of Manual for procurement of goods 2017**. It will be no objection that the Arbitrator is a Government Servant that he had to deal with the matters to which the contract relates or that in the course of his duties as a Government servant he has expressed views on all or any of the matters in dispute or difference. The award of the Arbitrator shall be final and binding on the parties to this contract, it is term of this contract that:

27.1. If the arbitrator be the DG, NSG, Ministry of Home Affairs:

27.2. In the event of his being transferred or vacating his office by resignation or otherwise, it shall be for his successor in office either to Proceed with the reference himself or to appoint another person as Arbitrator; or

27.3. In the event of his being unable to act or becoming incapable of acting for any reason it shall be lawful for him to appoint another person as Arbitrator.

27.4. If the arbitrator be a person appointed by the DG, NSG, Ministry of Home Affairs:- In the event of his dying, neglecting or refusing to act, or resigning or being unable to act, for any reason or his award being set aside by the Court for any reason, it shall be lawful for the DG, NSG, Min. of Home Affairs either to Proceed with the reference himself or to appoint another person as Arbitrator in place or the outgoing Arbitrator. In every such case, it shall be lawful for the DG, NSG, Min. of Home Affairs in place of the outgoing Arbitrator, as the case may be to act on the record of the Proceedings as then taken in the arbitration, or to commence the Proceedings de novo, as he may at his discretion decide.

27.5. It is further a term of this contract that no person other than DG, NSG, Min. of Home Affairs or the person appointed by him should act as arbitrator and that if for any reason that is not possible, the matter is not to be referred to arbitration at all.

27.6. The Arbitrator may with the consent of all the parties to the contract enlarge the time from time to time for making and publishing the award.

27.7. Upon any such reference, the assessment of the cost incidental to the reference and award respectively shall be in the discretion of the Arbitrator.

27.8. Subject as aforesaid, the Arbitration and Conciliation Act, 1996 and the rules there under and any statutory modifications thereof for the time being in force shall be deemed to apply the arbitration Proceedings under this clause.

27.9. The venue of arbitration shall be the place where the contract is concluded or such other place as the DG, NSG at his discretion may determine.

27.10. In this clause the expression DG, NSG, Min. of Home Affairs, means the DG, NSG for the time being & includes, if there be no DG, NSG, the officer who is for the time being the administrative head of the NSG, Min of Home Affairs whether in addition to other functions or otherwise.

28. PARTNERSHIP FIRMS:

28.1. For Partnership Firms whether they are registered or not registered under Indian Partnership Act, 1932. Should the answer to this question by a Partnership firm be in the affirmative, bidder has to attach a copy of either document duly attested by a Notary Public on which reliance is place for authority of partners on the partner signing the tender to refer disputes to arbitration following documents with the bid.

28.2. Authority to refer disputes concerning the business of the partnership to arbitration has been conferred on the partner who has signed the tender.

28.3. If authority has not been assigned than any general power of attorney executed by all the partners of the firm authorizing the partner who has signed the tender to refer dispute concerning business of the partnership to arbitration.

28.4. Where authority to refer disputes to arbitration has not been given to the partner signing the tender the tenders must be signed by every partner of the firm.

29. PATENT AND OTHER INDUSTRIAL/ INTELLECTUAL PROPERTY RIGHT

The prices quoted in the present tender shall be deemed to include all amounts payable for the use of patents, copyright, registration charges, trademarks and payment for any other industrial property/rights. The tender shall identify the Purchaser against all claims from a third party at any time on account of infringement of any or all the rights mentioned in the previous paragraphs, whether such claims arise in respect of manufacture or the use. The bidder shall be responsible for the completion of the supplied, irrespective of the fact of infringement of any or all the rights mentioned above.

30. TRANSFER AND SUB-LETTING

The bidder has no right to give, bargain, sell, assign or sublet or otherwise dispose of the resultant contract or any part thereof as well as to give or to let a third party take benefit of advantage of the resultant contract or any part thereof

31. PENALTY FOR USE OF UNDUE INFLUENCE

The seller should undertake that he has not given, offered or promised to give directly or indirectly any gift, consideration, reward, commission, fees brokerage or inducement to any person in service of the Purchaser or otherwise in Procuring, the Contract or Forbearing to do or for having done or forborne to do any act in relation or execution of the Contract or any other Contract with the Government for showing or forbearing to show favour or disfavor to any person in relation to the Contract or any other Contract with the Government. Any breach of the aforesaid undertaking by the seller or any one employed by him or acting on his behalf (whether with or without the knowledge of the seller) or the commission of any offers by the seller or any one employed or acting on his behalf, as defined in Chapter IX of the Bharatiya Nyaya Sanhita (BNS), 2023 or the Prevention of Corruption Act, 1947 or any other Act enacted for the prevention of corruption shall entitle the Purchase to cancel the contract and all or any other Contract with the Seller and recover from the Seller the amount of any loss arising from such cancellation. A decision of the Purchaser or his nominee to the effect that a breach of the undertaking had been committed shall be final and binding on the seller. Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the seller towards any officer/employee of the Purchaser or to any other person in a position to influence any officer/employee of the Purchaser for showing any favor in relation to this or any other contract, shall render,



Signature of the bidder India

Signed by Group Commander (Proc), NSG, For and on behalf of President of

32. PAST PERFORMANCE

Bidders must enclose performance statement for the previous years in the Performa supplied with the tender **as per Appendix- 6 attached in this bid**. The decision of DG, NSG on the assessment of the past performance of the bidder will be final.

33. PRICE

The Price quoted shall be on firm and fixed basis subject to no variation whatsoever during the currency of the contract.

34. FALL CLAUSE

34.1 The Bidder undertakes that he has not supplied/is not supplying the similar systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India and if it is found at any stage that the similar system or sub-system was supplied by the Bidder to any other Ministry/Department of the Government of India at a lower price, then that very price with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the Bidder to the Buyer, if the contract has already been concluded.

34.2 The bidder shall strive to accord the most favored customer treatment to the buyer in respect of all matter pertaining to the present case.

35. DENIAL CLAUSE

During the extended delivery period (due to default of the seller) any increase in statutory duties and/or upward rise in prices due to the price variation and/or any adverse fluctuation in foreign exchange are to be borne by the seller while the purchaser reserves his right to get any benefit of a downward revisions in statutory duties, price variation and foreign exchange rate, (Para 9.7.8 and annexure 19 of Manual for Procurement of Goods 2017)

36. RISK PURCHASE CLAUSE

36.1. In the event of failure of supplier to deliver or dispatch the stores or provide the required services within the stipulated dates/period of the supply order /AT, or in the event of breach of any of the terms and condition of the AT, the purchaser will have the right to purchase the subject store elsewhere at the risk and cost of defaulting supplier after giving a notice to defaulting supplier. The cost as per Risk Purchase exercise may be recovered from the bills pending with the supplier even against any other supplies outside this contract or even from the pending bills with any other Govt. Department/Ministry.

36.2. In the event of contract being cancelled for any breach committed and the purchaser effecting re-purchase of the subject store at the risk and cost of contractor, the purchaser is not bound to accept the lower offer of Benami or allied sister concern of the contractor.

36.3. Any information furnished by the bidder in support of their eligibility of tender conditions, past performance, registration status with concerned Government Agency and all other relevant to the tender find fake, incorrect or fraudulent, then the bidder will be liable for forfeiture of EMD, Security Deposit, cancellation of contract and further Debarment from NSG as well as other Central Government Department's tender and other legal recourse thereof.

36.4. All bidders are liable to field their equipment for trial within given date & time at a desired place. Failing which EMD of the bidder shall be liable to be forfeited without any further notice.

36.5. In case of any defect in supply or manufacturing or not conforming to technical specifications, observed during survey at consignee location or later during the warranty period, the bidder will be liable to replace the defective store at their cost.

37. FORCE MAJEURE CLAUSE

If at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract shall be prevented or delayed by reason of any war, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts or act of God (hereinafter referred to "event") provided, notice of the happening of any such event is given by either party to the other within 21 days from the date of occurring thereof, neither party shall by reason of such event, be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such non-performance or delay in performance, and deliveries under the contract. The contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist, and the decision of the Purchaser as to whether the deliveries have

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been so resumed or not, shall be final and conclusive, PROVIDED FURTHER that if the performance in whole or part or any obligation under this contract is prevented or delayed by reasons of any such event for a period exceeding 60 days, either party may at its option terminate the contract provided also that if the contract is terminated under this clause, the purchaser shall be at liberty to take over from the contractor at a price to be fixed by the Purchaser, which shall be final all unused, undamaged and acceptable materials, brought out components and stores in course of manufacture in the possession of the contractor at the time of such termination or such portion thereof as the purchaser may deem fit excepting such materials, brought out components and stores as the contractor may with the concurrence of the purchase elect to retain.

38. TERMINATION OF CONTRACT

Time shall be the essence of the contract. The purchaser shall have the right to terminate this contract without any notice in part or in full in any of the following cases:

38.1. The delivery of the material is delayed for causes not attributed to Force Majeure after the scheduled date of delivery by 60 days Or delayed by more than 90 days for causes of force majeure.

38.2. The seller is declared bankrupt or becomes insolvent.

38.3. In case Security Deposit or Performance Security is not furnished within the time period specified in the A/T.

38.4. In case buyer found any false declaration or wrong information regarding eligibility criteria, availability of infrastructure or any other tender conditions furnished by the at any stage of procurement process including the currency of A/T (Supply Order) will result in cancellation of A/T (Supply order) along with forfeiture of security deposit/performance bond.

38.5. Bulk supplies in the case of successful Bidder should conform to tender samples accepted in trial evaluation in all respect besides specifications mentioned in this tender.

38.6. Any change in Address/Telephone/Fax/e-mail should be immediately informed. The state of non-communication by the firm will make the offer liable for rejection.

39. GOVERNMENT REGULATIONS

39.1. It shall also be confirmed by the bidder that there are no government restrictions or limitation in the country of the supplier or countries from which sub-components are being procured and/or for the export of any part of the system being supplied.

39.2. ~~Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if bidder is registered with the Competent Authority as per Ministry of Finance, Department of Expenditure, Public Procurement Division F.No-6/18/2019-PPD dated 23rd July, 2020.~~

Signature of the bidder India



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CHAPTER-IV

SPECIAL CONDITIONS OF CONTRACT

Nil



Signature of the bidder

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CHAPTER-V**ELIGIBILITY AND QUALIFICATION CRITERIA****1. ELIGIBILITY CRITERIA:**

- 1.1. Following category of bidders are allowed to participate in this tender:
 - 1.1.1. Indian Manufacturer / OEM (Original Equipment Manufacturer).
 - 1.1.2. Authorized Indian consultant / reseller / business partner / distributor of Indian or Foreign manufacturer / OEM.
 - 1.1.3. Any bidder from a country which shares a land border with India will be eligible if he is registered with the Competent Authority specified in Annexer-I of Ministry of Finance / Deptt of Expenditure, Public Procurement Division, Govt. of India order No. 6/18/2019-PPD dated 23-07-2020.
- 1.2. Foreign consultant / reseller / business partner / distributor of foreign OEM / Manufacturer is not eligible to apply.
- 1.3. One bidder is not allowed to submit multiple bids as a distributor of OEM / Manufacturer and can apply on behalf of one manufacturer or OEM.
- 1.4. In case manufacturer / OEM and authorized distributor both submitted the bid, the bids of its authorized distributor will not be considered and EMD will be returned.
- 1.5. Purchaser reserves the right to verify the bidder's or their principal OEM/manufacturer's capability or capacity through all available means. Any adverse report during the tendering process or after the award of contract will invite rejection of bid or cancellation of award of contract issued without assigning any reason or clarification.

2. INDIAN MANUFACTURER/OEM:

- 2.1. Indian manufacturer / OEM is allowed to participate in this tender.
- 2.2. Manufacturer/OEM must have a registered after sales service support facility with qualified technical capabilities in Delhi-NCR or India. **(details to be furnished in Appendix- 5)**
- 2.3. Manufacturer/OEM which does not have after sales service support facility in Delhi-NCR or India, will have to furnish additional performance bond of value of 3% of contract valid for **05 years** after warranty.

3. INDIAN DISTRIBUTOR OF INDIAN OR FOREIGN MANUFACTURER/OEM:

Indian consultant/reseller/business partner/distributor of Indian or foreign manufacturer/OEM is allowed to bid in the tender subject to production of following documents: (upload copy with bid)

- 3.1. Indian consultant/reseller/business partner/distributor of manufacturer/OEM must have a valid MoU agreement with manufacturer/OEM on line of following parameters:
 - 3.1.1. MoU must be valid and of sufficient duration for tendered item.
 - 3.1.2. Authorization to participate or quote in this tender on behalf of manufacturer/OEM for a specific territory or specific set of items.
 - 3.1.3. Commitment of manufacturer/OEM for providing all after sales support services like spares, accessories, consumables, tools, repair and testing equipment etc to the buyer during the warranty and AMC or CAMC period.
 - 3.1.4. Commitment of manufacturer/OEM for performance of store during warranty period.
 - 3.1.5. Declaration that manufacturer/OEM does not have sufficient marketing arrangements in respect of the specified territory or set of items.
 - 3.1.6. Commitment that manufacturer/OEM will inform the buyer about cancellation of distributorship or appointment of new distributor during life cycle of tendered item or before discontinuing of production of the equipment.

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- 3.1.7. Commitment that manufacturer/OEM will accept the responsibility for the satisfactory execution of purchase order placed on the authorized distributors/business partner.
- 3.1.8. That manufacturer/OEM will provide requisite inspection and testing facilities at his manufacturing/work location in respect of orders placed on authorized distributors.
- 3.1.9. The authorized distributor's price will not exceed that which the manufacturer would have quoted.
- 3.1.10. The manufacturer/OEM will declare the quantum of commission or the margin of profit to which authorized distributor is entitled.
- 3.2. Inspection challan authorized by distributor would be accompanied by a certificate from the manufacturer that the stores covered under the challan have been manufactured by them and the stores offered and supplied would bear the trade mark of the manufacturer.
- 3.3. That authorized distributor besides the quoted price will indicate the manufacturer's price along with copy of Performa invoice issued by manufacturer/OEM.
- 3.4. Authorized Indian consultant/reseller/business partner/distributor must have a registered after sales service support facility with qualified technical capability on behalf of manufacturer/OEM and must have capabilities to provide periodic maintenance, repair and after sale services during warranty and CAMC period in Delhi-NCR or India, with provisions of additional spare parts on fixed rates, testing & maintenance equipments/tools and technically skilled manpower **(details to be furnished in Appendix- 5)**



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SCHEDULE OF REQUIREMENT

Sl. No.	Description of item under procurement	Quantity in Nos	Specification as per Page No.
i.	Training Node (GPU Server upto 4 x H100 GPU)	01	23 - 25
ii.	Inference Node (GPU Server upto 4 x H100 GPU)	01	25 - 27
iii.	Management Node	02	27 - 30
iv.	RHEL for servers	04	45
v.	Storage 500 TB usable	01	38 - 44
vi.	AI/ML/DL software dependencies	01	34 - 35
vii.	Installation	-	-



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CHAPTER VII**Technical Specification (QRs/TDs)**

HARDWARE INFRASTRUCTURE RECOMMENDED FOR HOSTING NIDMS APPLICATION

(Jun 2024)

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Assessment	2
Design Requirements with detailed Technical Specifications.....	3
Item 1: Compute Node, Qty: 1 Unit	3
Item 2: Inference Node (Analytics), Qty: 01 Unit	5
Item 3: Management Node, Qty: 02 Unit	7
Item 4: Workstation with NVIDIA RTX A4000 with 2000W, Qty: 04 Units	10
Item 5 : Smart Rack Solution for installed the offered Compute and Inference Nodes	11
Item 6 : Network Switch	13
Item 7 : AI/ML/DL- Software Stack Dependencies – with below features/components: (Qty: 1 Set Each)	14
Item 8 : Infrastructure requirement: Qty -1 Set	15
Item 9 : Hardware Firewall with Client VPN (Sophos XGS 3100 or better specifications) bundled subscription for 24 Months	15
Item 10 : Ancillaries (Display Panels, Laptop Devices, Mobile Devices, UPS 15 KVA etc)	16
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Terms of Reference

1. NIDMS will be an On-premise Web application implying that all compute, memory and local switching will be carried on local data servers belonging to NSG, placed within the premises of RRU / SASTRA. The infrastructure will be deployed as a 'Development Lab' at RRU premises.
2. Procurement will be carried out under the aegis of NSG, preferably through GeM, under stipulations of Make in India clauses. Therefore, we need to recommend solutions which qualify this requirement.
3. Appreciated computing and storage requirements. The web application will have several modules which will necessitate adequate resources to be allocated to it.
 - (a) Data ingestion module.
 - (b) Computer Vision module.
 - (c) Module with Large Language Model (LLM) functionality.
 - (d) 3-4 Machine Learning Models for specific analytics.
 - (e) Databases (SQL, Mongo DB & Neo 4j).
 - (f) Reporting module.
 - (g) Limited GIS Module.

Assessment

The offered infrastructure must allow distributed AI & ML applications to scale across multiple nodes. The desired solution must be designed using Compute Nodes, Inference, and Connecting Nodes, Network, Storage, AI Software Stack, infra work. Technical specifications of each

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component enumerated above are shared as below; bidders are required to adhere to compliance to requirement in all aspects. The solution offered must be scalable in nature allowing linear addition of compute, power to the design.

Design Requirements with detailed Technical Specifications

The design must meet hardware and firmware / dependencies for the NIDMS application. The hardware solution thus must include compute (including processors and accelerators as needed for high end computing), software dependencies, management workstations and ancillaries.

Item1: Compute Node, Qty: 1 Unit

Technical Specification for Compute Node

Minimum Specifications of Each Node:		
S.N.	Parameters	Minimum Specifications
1	Performance Benchmark	1.Specrate2017_fp_base >590
		2.Specrate2017_int_base >480
		System OEM must have listed SPEC benchmark score as afore mentioned in www.spec.org with the same node model or a model from the similar series, with same CPU configuration as quoted in the bid.
2	Processor	x86 Architecture based processor, each with 32Cores, 2.0GHz Base, 60MB Cache or higher Supports DDR5, 4400 MHz or better memory. Each CPU Socket should support Up to 56 cores or higher processor.
3	No. of Processor	Two or more
4	Bundled Utility	OEM Utility for providing pre compiled frameworks for ML and DL frameworks to be pre-loaded. Datasheet for the utility must be submitted with technical bid response.
5	Accelerator's	4 x Nos. NVIDIA SXM: HGX H100 GPU (80GB) Connected thru NVIDIA® NVLink® or higher installed from day one.
6	Memory	1 TB DDR5 4400 MHz ECC Registered memory installed. Total 32Dimms must be available.
7	NVMe Drive Bays	On board NVMe controller for supports 6 or more NVMe Drives from day one.
8	Solid State Drives	2 x 1920GB or higher Enterprise NVMe SSDs for Boot Volume. 6 x 7680GB or higher Enterprise NVMe SSDs for Data storage.
9	Graphics controller	A dedicated VGA port available thru additional controller or on-board controller
10	Ethernet Controller	1 x Dual Port 25Gbps SFP28 Ethernet Controller
12	I/O slots	8 PCIe 5.0 x16 LP slot(s), or more Expansion Slots

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13	Operating System	Open-Source Linux 64 bits OS preloaded from day one.
14	Management	Dedicated iPMI Management Port with Activated License. IPMI 2.0 Support with KVM and Media over LAN features. Must include all required licenses, if required for using these features. It should be able to automate mgmt. tasks and automated firmware updates. Email Alerting methodology. User management functionality with SSL based security, Multiuser Permission Levels, Multiuser Profiles USB 2.0 or 3.0 - based drive redirection with support for USB Key, VLAN functionality supports Reading Log Events, Manual / Datasheet must be submitted for the compliance.
	Industry Standard Compliance	1. ACPI Specification v 2.0 or above Compliant 2. PCIe Base Specification Rev. 4.0 or above Compliant 3. WOL Support 4. Microsoft® Logo certifications 5. PXE Support 6. VGA/Display Port 7. USB Specification 2.7 or above Compliant 8. 80 Plus compliant 9. SMBIOS 2.7 or above 10. Redfish API 11. IPMI 2.0 12. Advanced Encryption Standard (AES) 13. SNMP v3 14. DMTF Systems Management Architecture for Server Hardware Command Line Protocol (SMASH CLP) 15. Active Directory v1.0 or better
	Embedded Remote Management	Integrated management controller should support: a. Monitoring fan, power supply, memory, CPU, RAID, NIC for failures. b. Silicon root of trust, authenticated BIOS, signed firmware updates c. Real-time power meter, temperature monitoring, Policy based administration and management of System Temperature and Cooling Sub-System d. The system management solution should support browser based graphical remote console along with Virtual Power button, remote boot using USB/CD/DVD Drive. It should be capable of offering upgrade of software and patches from a remote client using Media/image/folder; It should support server power capping and historical reporting and should have support for system authentication
	Cloud Enabled Monitoring And Analytics Appliance	1. Offered servers shall have cloud enabled monitoring and analytics engine for proactive management. All required licenses for same shall be included in the offer. 2. Cloud Enabled Monitoring and analytics engine shall have capability to provide following: • Health and system security monitoring and notification emails • Performance monitoring and anomaly detection • REST API for integrating data with automation, ticketing, and other tools

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		<ul style="list-style-type: none"> Visualize server telemetry including key performance, environmental, and power metrics Displays health, inventory, alerts, performance, and warranty status
	System Security	Secure Boot (Firmware and Bios Level Security), Hardware root of trust/Dual Root of Trust, Malicious Code Free Design (Certified by OEM), Network card secure firmware boot, Detail mentioned document must be submitted with technical bid. 1. Cryptographically signed firmware 2. UEFI Secure Boot and Secure Start support 3. Secure Erase 4. Ability to rollback firmware 5. Immutable Silicon Root of Trust 6. System Lockdown 7. FIPS 140-2 8. TPM 1.2/2.0 9. Secure Recovery – recover critical firmware to known good state on detection of compromised firmware
15	Power supplies	Minimum 4x 3000W Redundant Power Supplies, Titanium Level
16	Form Factor	Up to 4U Rackmount or lesser
17	MIT Compliance	Make in India System offered must comply with DIPP's notification no. P-45021/2/2017-PP(BE-II) with revisions till date and compliance with P-45021/102/2019-BE-II-Part (1) (E-50310) Office Memorandum issued by Govt of India. C Certificate should be submitted with bid.
18	Warranty	3 years onsite warranty by OEM / Bidder.
19	Others	Necessary cables, Transceivers should be bundled from day one.

Item 2: Inference Node (Analytics), Qty: 01 Unit

Technical Specification for Inference Node:

Minimum Specifications of Each Node:

S.N.	Parameters	Minimum Specifications
1	Performance Benchmark	1.Specrate2017_fp_base >590 2.Specrate2017_int_base >480 System OEM must have listed SPEC benchmark score as afore mentioned in www.spec.org with the same node model or a model from the similar series, with same CPU configuration as quoted in the bid.
2	Processor	x86 Architecture based processor, each with 32Cores, 2.0GHz Base, 60MB Cache or higher Supports DDR5, 4400 MHz or better memory. Each CPU Socket should support Up to 56 cores or higher processor.
3	No. of Processor's	Two or more
4	Bundled Utility	OEM Utility for providing pre compiled frameworks for ML and DL frameworks to be pre-loaded. Datasheet for the utility must be submitted with technical bid response.
5	Accelerator's	4 x Nos. NVIDIA SXM: HGX H100 GPU (80GB) Connected thru NVIDIA® NVLink® or higher installed from day one.

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6	Memory	1 TB DDR5 4400 MHz ECC Registered memory installed, Total 32Dimms must be available.
7	NVMe Drive Bays	On board NVMe controller for supports 6 or more NVMe Drives from day one,
8	Solid State Drives	2 x 1920GB or higher Enterprise NVMe SSDs for Boot Volume. 6 x 7680GB or higher Enterprise NVMe SSDs for Data storage.
9	Graphics controller	A dedicated VGA port available thru additional controller or on-board controller
10	Ethernet Controller	1 x Dual Port 25Gbps SFP28 Ethernet Controller
12	IO slots	8 PCIe 5.0 x16 LP slot(s), or more Expansion Slots
13	Operating System	Open-Source Linux 64 bits OS preloaded from day one.
14	Management	Dedicated IPMI Management Port with Activated License. IPMI 2.0 Support with KVM and Media over LAN features. Must include all required licenses, if required for using these features. It should be able to automate mgmt. tasks and automated firmware updates. Email Alerting methodology, User management functionality with SSL based security, Multiuser Permission Levels, Multiuser Profiles USB 2.0 or 3.0 - based drive redirection with support for USB Key, VLAN functionality supports Reading Log Events, Manual / Datasheet must be submitted for the compliance.
	Industry Standard Compliance	1. ACPI Specification v 2.0 or above Compliant 2. PCIe Base Specification Rev. 4.0 or above Compliant 3. WOL Support 4. Microsoft® Logo certifications 5. PXE Support 6. VGA/Display Port 7. USB Specification 2.7 or above Compliant 8. 80 Plus compliant 9. SMBIOS 2.7 or above 10. Redfish API 11. IPMI 2.0 12. Advanced Encryption Standard (AES) 13. SNMP v3 14. DMTF Systems Management Architecture for Server Hardware Command Line Protocol (SMASH CLP) 15. Active Directory v1.0 or better
	Embedded Remote Management	Integrated management controller should support: a. Monitoring fan, power supply, memory, CPU, RAID, NIC for failures. b. Silicon root of trust, authenticated BIOS, signed firmware updates c. Real-time power meter, temperature monitoring, Policy based administration and management of System Temperature and Cooling Sub-System d. The system management solution should support browser based graphical remote console along with Virtual Power button, remote boot using USB/CD/DVD Drive. It should be capable of offering upgrade of software and patches from a remote client using Media/Image/folder; It should support

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		server power capping and historical reporting and should have support for system authentication
	Cloud Enabled Monitoring And Analytics Appliance	<p>1. Offered servers shall have cloud enabled monitoring and analytics engine for proactive management. All required licenses for same shall be included in the offer.</p> <p>2. Cloud Enabled Monitoring and analytics engine shall have capability to provide following:</p> <ul style="list-style-type: none"> • Health and system security monitoring and notification emails • Performance monitoring and anomaly detection • REST API for integrating data with automation, ticketing, and other tools • Visualize server telemetry including key performance, environmental, and power metrics • Displays health, inventory, alerts, performance, and warranty status
	System Security	<p>Secure Boot (Firmware and Bios Level Security), Hardware root of trust/Dual Root of Trust, Malicious Code Free Design (Certified by OEM), Network card secure firmware boot, Detail mentioned document must be submitted with technical bid.</p> <ol style="list-style-type: none"> 1. Cryptographically signed firmware 2. UEFI Secure Boot and Secure Start support 3. Secure Erase 4. Ability to rollback firmware 5. Immutable Silicon Root of Trust 6. System Lockdown 7. FIPS 140-2 8. TPM 1.2/2.0 9. Secure Recovery – recover critical firmware to known good state on detection of compromised firmware
15	Power supplies	Minimum 4x 3000W Redundant Power Supplies, Titanium Level
16	Form Factor	Up to 4U Rackmount or lesser
17	MLI Compliance	Make in India System offered must comply with DiPPs notification no. P-45021/2/2017-PP(BE-II) with revisions till date and compliance with P-45021/102/2019-BE-II-Part (1) (E-50310) Office Memorandum issued by Gov. LC Certificate should be submitted with bid.
18	Warranty	3 years onsite warranty by OEM / Bidder.
19	Others	Necessary cables, Transceivers should be bundled from day one.

Item 3: Management Node, Qty: 02 Unit

Technical Specification for Management Node:

Minimum Specifications of Each Node:

S.N.	Parameters	Minimum Specifications
1.	Performance Benchmark	<p>1. Specrate2017_fp_base >590</p> <p>2. Specrate2017_int_base >480</p>

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		System OEM must have listed SPEC benchmark score as afore mentioned in www.spec.org with the same node model or a model from the similar series, with same CPU configuration as quoted in the bid.
2.	Form Factor	Max. 2U (including all units) rack mounted with sliding rails
3.	Processor	x86 Architecture based processor, each with 32Cores, 2.0GHz Base, 60MB Cache or higher Supports DDR5, 4400 MHz or better memory.
4.	NVMe Support	At least one or more drive /Slots must have native support for NVMe drives.
5.	Memory configured	612GB DDR5 3200MHz Registered ECC RAM installed from day one.
6.	Disks Bays	At least 8 or more SATA HDD/SSD Bays.
7.	SSD & HDD	2 x 1920GB or higher Ent. SATA SSD Drives installed from day one.
8.	I/O slots	6 x PCIe 5.0 slots including x16 & x8 bandwidth based slots
9.	Scheduling Utility	Licensed based unified system management/monitoring utility with JOB scheduling capabilities on single System. OEM Commercial SW utility only be acceptable. Detailed datasheet should be submitted with bid documents.
10.	Ethernet Controller	1 x Dual Port 25Gbps SFP28 Ethernet Controller
11.	Other ports	1 x 1G (IPMI) dedicated port, 1 x VGA, 2 x USB 3.0 Ports.
12.	OS Certification	System should be certified for Windows, RHEL Server Operating system. Certificate copy must be attached with bid documents.
13.	Power Supply	N+1 or more 80 Plus Redundant Titanium rated Power Supplies.
14.	Management	Dedicated IPMI Management Port with Activated License. IPMI 2.0 Support with KVM and Media over LAN features. Must include all required licenses, if required for using these features. It should be able to automate mgmt. tasks and automated firmware updates. Email Alerting methodology. User management functionality with SSL based security, Multiuser Permission Levels, Multiuser Profiles USB 2.0 or 3.0-based drive redirection with support for USB Key, VLAN functionality supports Reading Log Events, Manual / Datasheet must be submitted for the compliance.
15.	Industry Standard Compliance	<ol style="list-style-type: none"> 1. ACPI Specification v 2.0 or above Compliant 2. PCIe Base Specification Rev. 4.0 or above Compliant 3. WOL Support 4. Microsoft® Logo certifications 5. PXE Support 6. VGA/Display Port 7. USB Specification 2.7 or above Compliant 8. 80 Plus compliant 9. SMBIOS 2.7 or above 10. Redfish API 11. IPMI 2.0 12. Advanced Encryption Standard (AES) 13. SNMP v3 14. DMTF Systems Management Architecture for Server Hardware Command Line Protocol (SMASH CLP) 15. Active Directory v1.0 or better

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16.	Embedded Remote Management	Integrated management controller should support: a. Monitoring fan, power supply, memory, CPU, RAID, NIC for failures. b. Silicon root of trust, authenticated BIOS, signed firmware updates c. Real-time power meter, temperature monitoring, Policy based administration and management of System Temperature and Cooling Sub-System d. The system management solution should support browser based graphical remote console along with Virtual Power button, remote boot using USB/CD/DVD Drive. It should be capable of offering upgrade of software and patches from a remote client using Media/image/folder; It should support server power capping and historical reporting and should have support for system authentication
17.	Cloud Enabled Monitoring And Analytics Appliance	1. Offered servers shall have cloud enabled monitoring and analytics engine for proactive management. All required licenses for same shall be included in the offer. 2. Cloud Enabled Monitoring and analytics engine shall have capability to provide following: • Health and system security monitoring and notification emails • Performance monitoring and anomaly detection • REST API for integrating data with automation, ticketing, and other tools • Visualize server telemetry including key performance, environmental, and power metrics • Displays health, inventory, alerts, performance, and warranty status
18.	System Security	Secure Boot (Firmware and Bios Level Security), Hardware root of trust/Dual Root of Trust, Malicious Code Free Design (Certified by OEM), Network card secure firmware boot, Detail mentioned document must be submitted with technical bid. 1. Cryptographically signed firmware 2. UEFI Secure Boot and Secure Start support 3. Secure Erase 4. Ability to rollback firmware 5. Immutable Silicon Root of Trust 6. System Lockdown 7. FIPS 140-2 8. TPM 1.2/2.0 9. Secure Recovery – recover critical firmware to known good state on detection of compromised firmware
19.	Warranty	Minimum 3 years comprehensive Part, Labor, Onsite service calls must be attended by OEM engineer directly.
20.	Local support	OEM must have their own registered Service and support center in North India. Details must be listed on OEM Website. And OEM must provide documentary evidence issued by Govt department.
21.	Compliance	OEM and Bidder must not be put on a holiday period or banned or debarred by any govt organization for >3 months during last 5 years.
22.	Regulatory	OEM must be BIS, ISO, Govt. of India E-Waste Regulation Compliance/Registered, all Certificate copy must be attached with Bid.

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23.	MII Compliance	Make in India System offered must comply with DIPP's notification no. P-45021/2/2017-PP(BE-II) with revisions till date and compliance with P-45021/102/2019-BE-II-Part (1) (E-50310) Office Memorandum issued by Gol. LC Certificate should be submitted with bid.
24.	OEM Authorization	Bid Specific OEM Authorization Certificate should be submitted with bid.

Item 4: Workstation with NVIDIA RTX A4000 with 2000W, Qty: 04 Units

Technical Specification for Each Connecting Node:

S.N	Parameters	Minimum Technical Specifications
2	Processor	1 x Intel Xeon Processors with 16 Cores, 32 Threads, 3.1 GHz Base, 45MB or higher.
3	NVMe Controller	NVMe Controller with on board ports for 4 x NVMe drives
4	Memory	512GB DDR5 ECC Registered Memory (At least 16 DIMMs slots).
	SSD(s) for OS	1 x 1920GB or higher Enterprise NVMe SSD.
	HDD(s) for Storage	1 x 8000GB or higher Enterprise SATA 7200RPM HDD.
5	Drive Bays(s)	At least 4 LFF Fixed bays from day one
7	Bundled Software	OEM Utility for providing pre compiled frameworks for ML and DL frameworks to be pre-loaded. Datasheet for the utility must be submitted with technical bid.
8	Audio Controller	Onboard HD Audio Controller with dedicated Audio ports
9	Expansion Slots	At least 6 x PCIe 5.0 x16 FHFL slot(s), 4 x NVMe M.2 Expansion Slots activated.
10	Ports	4 USB 3.0/2.0, 1 HD Audio In/Out, 1 VGA ports
11	Ethernet Controller	1 x Dual Port 25Gbps SFP28 Ethernet Controller
12	Graphics Controller	1 x NVIDIA RTX A4000, 16GB or higher Graphics controller installed with required cables with 3D applications support.
13	Operating System	Window 11 Professional 64 bit Preloaded
14	OS Certifications	System should be certified for Windows Or RHEL Operating System, certificate copy should be submitted with bid documents.
15	Monitor	31.5" or higher 2K (2560x1440) or better resolution LED Monitor
16	KBD & Mouse	Standard Keyboard and Optical Mouse (Wired, USB)
17	BIS Compliance	OEM must be Listed and registered with Bureau of Indian Standards for Workstation product category. Certificate copy should be submitted with bid.
18	Power Supply	At least 2000W or higher, 80 Plus Platinum Certified Power Supply.
19	Warranty	3 Years Comprehensive onsite warranty.
20	MII Compliance	Make in India System offered must comply with DIPP's notification no. P-45021/2/2017-PP(BE-II) with revisions till date and compliance with P-45021/102/2019-BE-II-Part (1) (E-50310) Office Memorandum issued by

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		Gol. LC Certificate should be submitted.
21	Form Factor	Tower from day one and Rackmount convertible provision for future.
23	Others	Necessary cables, Transceivers should be bundled from day one.

Item 5 : Smart Rack Solution for installed the offered Compute and Inference Nodes

Management nodes and Networking Switches, Qty: 1.

Cooling, Rack, UPS, and its monitoring/support/services for Training Nodes, Inference Nodes and Storage nodes and Networking Switches.	
1.	Rack: Vendors should propose optimum solution using at the max One 42U Racks with required PDUs and accessories
2.	UPS: Two UPS Units in Failover / Redundant Configuration (1+1). Each UPS of 20 KVA/18 KW should have following features : True online double conversions, IGBT Rectifier & inverter based UPS. Three phases Input/ three phase output with SMF batteries Suitable for 15 Min backup on Full load at 0.9 Load P.f. using 42 Ah X 40 Battery with Each UPS. Input voltage range 340-478V at 100% load, 220-478 V @ 50% load. Input power factor 0.99. Battery Flexible design of 32 to 40 battery. Battery type should be Valve regulated lead-acid (VRLA). Inbuilt Input Isolation Transformer is mandatory required, parallel communication port, RS232, USB, EPO and SNMP Interface, BMS interface, Dust Filter at Air Inlet point are required. UPS should be provided with environment monitoring probe to measure temperature and humidity of UPS room. LCD Display indicating all important parameters. SNMP software should be compatible to, Window 8 . UPS software should be compatible to google chrome, Mozilla fire fox and Microsoft internet explorer. Battery open rack, battery interlinks battery breaker, battery to UPS cable as required should be provided with UPS systems. UPS warranty : 3 Year, Battery warranty – at least 2 Years
3.	Key Board tray, cable manager, cable route, any other required accessories as per requirement of the above mentioned configuration of master and compute node
4.	Cooling & Compact Data Centre Solution: Scope of this work involves designing the DC considering N+1 redundancy, remote manageability & scalability and setting up the infrastructure for high efficiency containing the following essential elements. Server Rack and Specifications: 1 x Racks based solution. Racks should be a minimum of 42U to enable maximum utilisation of space within in the rack and also provide scope for future expansion. It should be used to mount and house all servers/network/storage devices in the data centre. The rack has to be designed to meet the safety requirements of the modern data centre. Both the front and rear door should be designed to give active high performance closed loop cooling system with handle & unique key lock system. Cable entry should be entered via the roof plate and via the bottom gland plate without affecting the climatic conditions inside the rack. With depth minimum of 1200MM or higher , of each rack.

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Each Rack should include: -

1. 19" Rack frame with sturdy Steel Frame construction with load bearing capacity of 1000Kg.
2. 47U 19" L Type angles at Front & Rear on 3mm thick punched sections with "U" Marking
3. Front Glass Door with door stiffeners, Rear Sheet Steel Double Door with door stiffeners, Handle with Unique key lock.
4. Set of Side Panels
5. Top & Bottom cover with Fixed & Slide cable gland plate with foam insert at back side for cable entry.
6. 30A, 1 ϕ , 250 VAC, Vertical Rack PDU with "C" curve 32A single pole MCB with safety guard, power indicator, 16nos of IEC-320-C13 Sockets, 6nos of IEC-320-C19 Sockets, 2nos of EMO-71-1 6/13Amp Universal Sockets, 6 sq.mm 3 core 3 meter cable with Industrial Plug & Mounting brackets hardware for vertical mount PDU.
7. Base Plinth of 100mm height
8. Earthing studs to be provided provide
9. Hardware pack of 20 (3 packs / Rack)
10. Blanking Panel 1U(12nos /Rack)
11. Cable Manager

Air-conditioning Unit with Redundancy - 20kVA based , with (N+1) redundancy
 Closed Loop Cooling Solution: IT-optimised design, providing ideal support for "front-to-back" air routing for the 19" installations. DX Type Close Coupled (in a rack) Air-conditioning system with high CFM & sensible cooling Indoor and Outdoor units. The cold air will be provided in front section of the rack and hot air released by the servers will be sucked back into the aircon from the rear of the rack. Cooling capacity should support an average min density per rack 20kVA & should ensure an energy-efficient dissipation of heat. The external unit should support stepless variation of fan speed based on ambient temperature so as to ensure that the refrigeration system pressures are balanced during all weather conditions. The cooling units are to be mounted in the cooling rack adjacent to the IT rack to ensure that there is no loss of space in the IT Rack.

The System should include :

Cooling Unit Rack of Size (mm): 400W x 47U H x 1200D with Front & Rear Door & Cable / Pipe entry from either top or bottom cover, 3pt locking system with unique key lock.

- Additionally Base Plinth of 100mm height.
- Cooling Unit Modules with minimum 2nos of EC Fans for maximum efficiency and minimum power consumption in each unit supporting a minimum of 2000CFM.
- Each Cooling Module should have separate control & power module.
- External ODU unit should house the compressor compatible with the Environment Friendly refrigerant.

The cooling system should be with separate indoor units (evaporator) and outdoor units (condenser). The compressor should be part of the outdoor unit to eliminate noise and vibration inside the indoor unit. The Closed Loop Cooling Units should be mounted in a cabinet at the side of the IT racks. The sequence controller should run one cooling unit at a time, and perform a changeover, in case of failure of any of the cooling units. Power connection for outdoor unit: 230V, 1~, 50/Hz.

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It should support N+1 redundancy to maintain temperature and humidity profile within ASHRAE TC9.9 or Indian equivalent standard's revised specified limits.

Rack-mountable Fire Detection and Suppression system

Fire detection and suppression system should be equipped with discharge nozzle, cylinder with green UL or equivalent Indian standard listed fire extinguishing agent and piping complete with accessories. The system should include a manual abort option.

Fire detection and suppression system must be not occupy any 'U' space in the IT rack. It should have built-in smoke detection with Smoke Sensors mounted at rear of Rack.

Environmental Monitoring System with Alarm

Remote Monitoring system with Graphical user interface with e-mail alerts. The central monitoring system should be rack-mount and should be able to monitor various sensors. The following parameters to be monitored: Temperature, Humidity, Water Leakage, Fire Detection & Extinguishing, Air-conditioning Units and Door access sensor. It should also monitor & control Automatic Door Opening of the Front Door. It should provide a single interface for remote monitoring of all components and generate email alerts and warnings.

Door Access Control System via Biometric Reader

Standalone Biometric Reader cum Controller. One Reader will open all Doors. – The installation, testing and commissioning of Reader, Controller, EM Door lock, cabling, etc. Ultrasonic Rodent Repelled must also be supplied with the solution

Item 6 : Network Switch

Technical Specification of Each Type of Switch: (Qty.: 2 Nos.)

Technical Specifications

General Features:

Switch should have: 48 x 10G/25G ports populated with dual rate 10/25G SR Transceiver and OM4 OFC Patch cord from day 1.

Switch should have a minimum 4x40/100G Uplink ports and Creating the HA using stacking/virtual stacking/VPC/MLAG/McLAG. 2x40/100G DAC Cable of min 5mtr needs to be provided along with Switch for HA.

Switch shall be 1U and rack mountable in standard 19" rack.

Switch shall have a hot swappable 1:1 redundant internal power supply and redundant fan.

Switch shall support VSS/VPC/MLAG/McLAG features allowing links that are physically connected to two different switches to appear as a single port channel.

Switch shall support In Service Software Upgrade (ISSU) or equivalent hitless Upgrade

Switch shall have hot swappable 1:1 redundant internal power supply and redundant fan, on day1

Performance:

Switch should support non-blocking architecture.

The switching system shall have a minimum 64K MAC Addresses and 4K VLAN IDs, 9K Jumbo Frames

Functionality:

Should support IEEE Standards of Ethernet: IEEE 802.1D, 802.1s, 802.1w, 802.1x, 802.3ad, 802.3x, 802.1p, 802.1Q

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Switch should support routing protocols like MP-BGP, OSPF (v2, v3), RIP, EVPN, PIM-SSM, BFD, VXLAN overlay from day 1 on the same hardware.
Switch should have 802.1p class of service. Should support strict priority queuing.
Switch should support API Driven configuration and support Netconf/ YANG data model. It should support automation tool like python
Switch should support Port Mirroring, Dynamic ARP Inspection
Should support 802.1x authentication and accounting, ACLs and DoS Attack Protection, IGMP(V1/V2) Snooping
Eight priority queues per port.
Should support configuration commit/check/rollback for ease of operations and management
Switch should support management features like CLI, Telnet, SSHv2, SNMPv2c, SNMPv3, SSHv1/2, TACACS+ AAA
Should support ACLs using L2, L3 and L4 fields
Switch OS should support configuration management through Puppet, chef, Ansible.
Security
Switch should support RADIUS, TACACS/TACACS+ and username/password for Authentication, Authorization and Accounting (AAA) with Local User Accounts and Local User Passwords.
Switch should support for sending logs to multiple centralised syslog server for monitoring and audit trail
Protection from unnecessary or DoS traffic by using storm control functions for unicast/multicast/broadcast.
Warranty
Switch should be quoted with TAC Support and Warranty for Five (5) years with NBD Hardware Replacement.
ISI Compliance
Make in India System offered must comply with DIPP's notification no. P-45021/2/2017-PP(BE-II) with revisions till date and compliance with P-45021/102/2019-BE-II-Part (1) (E-50310) Office Memorandum issued by Govt.
LC Certificate should be submitted with bid.
Product brochure
Vendor should provide printed technical catalogues/brochures for the quoted model containing technical specifications, features.

Item 7 : AI/ML/DL- Software Stack Dependencies – with below features/components: (Qty.: 1 Set Each)

Operating System	CentOS /Open-Source Linux
Container Platform Services for Orchestration of AI /ML/DL Infrastructure	Bidder/OEM must provide compatibility of all kinds offered nodes with public container. Utility and support must be provided with the systems for creating application containers for build & release times. Also, for decoupling applications from infrastructure. Systems supplied must provide a local private repository of containers which also includes custom built containers as recommended by OEM.

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AI /ML/DL Tools Implementation and Support included in the scope of supply.	Deployment of OS, Libraries, Compilers, all requisite drivers and other requisite S/W to enable AI system deployment Support for setting up ML stack (including BIG DL environment) with multi accelerator/GPU/Co-processor/FPGA environment Container / Docker installation support" OEM Must provide the declaration.
Pre compiled AI /ML /DL Frameworks Commercial Utility for easy access (Datasheet should be submitted with bid)	CPU Optimised Tensor Flow,CPU Optimised Pytorch,CPU Optimised Theano,CPU Optimised CuDNN,CPU Optimised Text2speech,Accelerator Optimised Theano,Accelerator Optimised Tensor Flow,Accelerator Optimised Pytorch,Accelerator Optimised CuDNN,Accelerator Optimised Text2speech,Keras,Spark MLlib,MLPack, Paddle Paddle,MKL

Item 8 : Infrastructure requirement: Qty -1 Set

Lab Infrastructure and LAN Connection	LAB Establishment with Rack and workstation, Laying patch cable, ducting to be done by the bidder if need. Bidder can take permission to visit the site before quote.
Power Backup and Cooling	1. Training Nodes, Inference Nodes and Management nodes and Networking Switches will take power backup and cooling from quoted smart rack. So, bidder needs to consider smart rack accordingly. 2. For Connecting Nodes, UPS for power backup mentioned in nodes specifications, and for cooling Sufficient AC need to be consider by bidder.

Item 9 : Hardware Firewall with Client VPN (Sophos XGS 3100 or better specifications) bundled subscription for 24 Months

Indicative Specifications as below :-

Hardware Firewall with 1-GbE-SFP and 10-GbE-SFP+ for medium-sized and distributed enterprise

For networks in the range of 50-250 users/devices
 8x 1-GbE-RJ45, 2x 1-GbE-SFP, 2x 10-GbE-SFP+
 38.0 Gbps Firewall Throughput
 2.0 Gbps Threat Protection Throughput
 240 GB Storage

Including 3 years Sophos Xstream Protection

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With Sophos Xstream Protection including:

Sophos Base License
 Sophos Enhanced Support
 Sophos Network Protection
 Sophos Web Protection
 Sophos Zero-Day Protection
 Sophos Central Orchestration

Item 10 : Ancillaries (Display Panels, Laptop Devices, Mobile Devices, UPS 15 KVA etc)

	Items	Qty
Laptop	ASUS Vivobook 14X Intel Core i7 12th Gen 12650H - (16 GB/1 TB SSD/Windows 11 Home/4 GB Graphics/NVIDIA GeForce RTX 2050) K3405ZF-LY751WS Creator Laptop (14.1 inch, Indie Black, 1.45 kg, With MS Office)	2
Mobile	Motorola Edge 40 Neo (Black Beauty, 256 GB) (12 GB RAM)	4
Panel 86"	Braevo 86 Inch Interactive Flat Panel, 4K UHD Multi Touch Screen Display 3840 x 2160 Android 13 with Windows (Optional), 8GB RAM 128 GB SSD, Ideal for School, Colleges, and Offices	1
Panel 75"	Studylearn 75 Inches 4K UHD Touch Screen LED TV UltraTouch Display Interactive Flat Panel Monitor(3840 x 2160 Pixels) Android 13 Best for Schools & Coaching with K-12 Digital Content (8)	2
Printer	Brother DCP-L2541DW Auto Duplex Laser Printer With 30 PPM Print Speed, Multifunction Print Scan Copy, Automatic Document Feeder, 2 in 1 ID Copy Button, (WIFI, WIFI Direct, LAN, USB), Free Installation	1
UPS	15KVA - E3SUPS15KH	1

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Options

Options for Hardware Infrastructure : Summary

<u>Broad Configuration</u>	<u>Remarks</u>
Option A Two nodes each 04 x H100 with 256 GB RAM and 1 PB Storage apart from software stack and ancillaries	Without Firewall; we will need to implement VPN without a hardware firewall.
Option B Two nodes each 04 x H100 with 256 GB RAM and 500 TB Storage apart from software stack and ancillaries	Without Firewall; 500 TB storage instead of 1 PB; we will need to implement VPN without a hardware firewall.
Option C One Node with 04 x H100 with 256 GB RAM and One Node with 02 x H100 with 256 GB RAM, 1 PB Storage apart from software stack and ancillaries	Truncated, one node with lesser processing capability If we add one Firewall (Sophos XGS 3000 series) we will have a budget of ₹4,51,48,801.00 (Priority 3)
Option D Two nodes each 04 x H100 with 256 GB RAM, 01 Firewall and 500 TB Storage apart from software stack and ancillaries	Desired (Priority 2)
Option E Two nodes each 04 x H100 with 256 GB RAM and 02 Firewalls 1 PB Storage apart from software stack and ancillaries	Desired and most optimal (Priority 1)

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Details of Options

Option A : 1 PB Storage	
Item	Qty
Training Nodes (GPU server Up to 4 x H100 GPU)	1
Inference Node (GPU server Up to 4 x H100 GPU)	1
Management Node	2
RHEL For Server	4
Storage 1 PB Usable	1
Workstation Nodes (With Nvidia RTX A4000, 16GB GPU)	4
SMART Racks - 1Qty , Cooling and UPS Power Backup With (N+1)	1
Switch (25G Network Switch)	2
Laptop - ASUS Vivobook 14X Intel Core i7 12th Gen 12650H - (16 GB/1 TB SSD/Windows 11 Home/4 GB Graphics/NVIDIA GeForce RTX 2050) K3405ZFLY751WS Creator Laptop (14.1 inch, Indie Black, 1.45 kg, With MS Office)	2
Mobile - Motorola Edge 40 Neo (Black Beauty, 256 GB) (12 GB RAM)	4
Panel - Bravio 86 Inch Interactive Flat Panel, 4K UHD Multi Touch Screen Display 3840 x 2160 Android 13 with Windows (Optional), 8GB RAM 128 GB SSD, Ideal for School, Colleges, and Offices	1
Panel - Studynlearn 75 Inches 4K UHD Touch Screen LED TV UltraTouch Display Interactive Flat Panel Monitor(3840 x 2160 Pixels) Android 13 Best for Schools & Coaching with K-12 Digital Content (8)	2

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Printer - Brother DCP-L2541DW Auto Duplex Laser Printer With 30 PPM Print Speed, Multifunction Print Scan Copy, Automatic Document Feeder, 2 In 1 ID Copy Button, (WIFI, WIFI Direct, LAN, USB), Free Installation	1		
UPS - 15KVA - E3SUP\$15KH	1		
Passive & Active /Infra Work	1		
Software Stack	1		
Installation	1		
Training	1	NIL	

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Option B - No Firewall + 500TB Storage	
Item	Qty
Training Nodes (GPU server Up to 4 x H100 GPU)	1
Inference Node (GPU server Up to 4 x H100 GPU)	1
Management Node	2
RHEL For Server	4
Storage 500TB Usable	1
Workstation Nodes (With Nvidia RTX A4000, 16GB GPU)	4
SMART Racks - 1Qty , Cooling and UPS Power Backup with (N+1)	1
Switch (25G Network Switch)	2
Laptop - ASUS Vivobook 14X Intel Core i7 12th Gen 12650H - (16 GB/1 TB SSD/Windows 11 Home/4 GB Graphics/NVIDIA GeForce RTX 2050) K3405ZF-LY751WS Creator Laptop (14.1 inch, Indie Black, 1.45 kg, With MS Office)	2
Mobile - Motorola Edge 40 Neo (Black Beauty, 256 GB) (12 GB RAM)	4
Panel - Braevo 86 Inch Interactive Flat Panel, 4K UHD Multi Touch Screen Display 3840 x 2160 Android 13 with Windows (Optional), 8GB RAM 128 GB SSD, Ideal for School, Colleges, and Offices	1
Panel - Studynlearn 75 Inches 4K UHD Touch Screen LED TV UltraTouch Display Interactive Flat Panel Monitor(3840 x 2160 Pixels) Android 13 Best for Schools & Coaching with K-12 Digital Content (8)	2
Printer - Brother DCP-L2541DW Auto Duplex Laser Printer With 30 PPM Print Speed, Multifunction Print Scan Copy, Automatic Document Feeder, 2 in 1 ID Copy Button, (WIFI, WIFI Direct, LAN, USB), Free Installation	1
UPS - 15KVA - E3SUPS15KH	1
Passive & Active /Infra Work	1
Software Stack	1
Installation	1
Training	1

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Option C: No Firewall + 1PB added	
Item	Qty
Training Nodes (GPU server Up to 4 x H100 GPU)	1
Inference Node (GPU server Up to 2 x H100 GPU)	1
Management Node	2
RHEL For Server	4
Storage 1 PB Usable	1
Workstation Nodes (With Nvidia RTX A4000, 16GB GPU)	4
SMART Racks - 1Qty, Cooling and UPS Power Backup with (N+1)	1
Switch (25G Network Switch)	2
Laptop - ASUS Vivobook 14X Intel Core i7 12th Gen 12650H - (16 GB/1 TB SSD/Windows 11 Home/4 GB Graphics/NVIDIA GeForce RTX 2050) K3405ZF-LY751WS Creator Laptop (14.1 inch, Indie Black, 1.45 kg, With MS Office)	2
Mobile - Motorola Edge 40 Neo (Black Beauty, 256 GB) (12 GB RAM)	4
Panel - Braevo 86 Inch Interactive Flat Panel, 4K UHD Multi Touch Screen Display 3840 x 2160 Android 13 with Windows (Optional), 8GB RAM 128 GB SSD, Ideal for School, Colleges, and Offices	1
Panel - Studynlearn 75 inches 4K UHD Touch Screen LED TV UltraTouch Display Interactive Flat Panel Monitor(3840 x 2160 Pixels) Android 13 Best for Schools & Coaching with K-12 Digital Content (8)	2
Printer - Brother DCP-L2541DW Auto Duplex Laser Printer With 30 PPM Print Speed, Multifunction Print Scan Copy, Automatic Document Feeder, 2 in 1 ID Copy Button, (WiFi, WiFi Direct, LAN, USB), Free Installation	1
UPS - 15KVA - E3SUPS15KH	1
Passive & Active /Infra Work	1
Software Stack	1
Installation	1
Training	1

Option D - Firewall (01) + 500TB Storage	
Item	Qty
Training Nodes (GPU server Up to 4 x H100 GPU)	1

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Inference Node (GPU server Up to 4 x H100 GPU)	1
Management Node	2
RHEL For Server	4
Storage 500TB Usable	1
Firewall	1
Workstation Nodes (With Nvidia RTX A4000, 16GB GPU)	4
SMART Racks - 1Qty, Cooling and UPS Power Backup with (N+1)	1
Switch (25G Network Switch)	2
Laptop - ASUS Vivobook 14X Intel Core i7 12th Gen 12650H - (16 GB/1 TB SSD/Windows 11 Home/4 GB Graphics/NVIDIA GeForce RTX 2050) K3405ZF-LY751WS Creator Laptop (14.1 inch, Indie Black, 1.45 kg, With MS Office)	2
Mobile - Motorola Edge 40 Neo (Black Beauty, 256 GB) (12 GB RAM)	4
Panel - Bravio 86 Inch Interactive Flat Panel, 4K UHD Multi Touch Screen Display 3840 x 2160 Android 13 with Windows (Optional), 8GB RAM 128 GB SSD, Ideal for School, Colleges, and Offices	1
Panel - Studynlearn 75 Inches 4K UHD Touch Screen LED TV UltraTouch Display Interactive Flat Panel Monitor(3840 x 2160 Pixels) Android 13 Best for Schools & Coaching with K-12 Digital Content (8)	2
Printer - Brother DCP-L2541DW Auto Duplex Laser Printer With 30 PPM Print Speed, Multifunction Print Scan Copy, Automatic Document Feeder, 2 in 1 ID Copy Button, (WIFI, WIFI Direct, LAN, USB), Free Installation	1
UPS - 15KVA - E35UPS15KH	1
Passive & Active /Infra Work	1
Software Stack	1
Installation	1
Training	1

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Option E: Firewalls (1+1) + 1 PB Storage	
Item	Qty
Training Nodes (GPU server Up to 4 x H100 GPU)	1
Inference Node (GPU server Up to 4 x H100 GPU)	1
Management Node	2
RHEL For Server	4
Storage 1 PB Usable	1
Firewall 1+1	1
Workstation Nodes (With Nvidia RTX A4000, 16GB GPU)	4
SMART Racks - 1Qty, Cooling and UPS Power Backup with (N+1)	1
Switch (25G Network Switch)	2
Laptop - ASUS Vivobook 14X Intel Core i7 12th Gen 12650H - (16 GB/1 TB SSD/Windows 11 Home/4 GB Graphics/NVIDIA GeForce RTX 2050) K3405ZF-LY751WS Creator Laptop (14.1 Inch, Indie Black, 1.45 kg, With MS Office)	2
Mobile - Motorola Edge 40 Neo (Black Beauty, 256 GB) (12 GB RAM)	4
Panel - Bravio 86 Inch Interactive Flat Panel, 4K UHD Multi Touch Screen Display 3840 x 2160 Android 13 with Windows (Optional), 8GB RAM 128 GB SSD, Ideal for School, Colleges, and Offices	1
Panel - Studynlearn 75 Inches 4K UHD Touch Screen LED TV UltraTouch Display Interactive Flat Panel Monitor(3840 x 2160 Pixels) Android 13 Best for Schools & Coaching with K-12 Digital Content (8)	2

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Printer - Brother DCP-L2541DW Auto Duplex Laser Printer With 30 PPM Print Speed, Multifunction Print Scan Copy, Automatic Document Feeder, 2 in 1 ID Copy Button, (WIFI, WIFI Direct, LAN, USB), Free Installation	1
UPS - 15KVA - ESSUP515KH	1
Passive & Active /Infra Work	1
Software Stack	1
Installation	1
Training	1

Note :-

1. Red Hat Enterprise Linux (RHEL) has been included in the Bill of Material with all servers to enable Kernel Based Virtualisation (KVM), which is essential to optimise and utilise the compute and inference resources effectively.

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Specification of RHEL for server

Specification	Description
Red Hat Enterprise Linux Server-Number of Licenses 4	<ul style="list-style-type: none"> • 24x7 for severity 1 and 2 cases. • Standard business hours of coverage for severity 3 and 4 cases are either 9 a.m. to 6 p.m. (0900 – 1800) local time for North America or 9 a.m. to 5 p.m. (0900 – 1700) for outside North America. Standard business hours do not include weekends or local public holidays. • Web and phone support channels. • Unlimited support cases. • 2 yrs subscription



[Signature]
19/11/24

Signature of the bidder

Signed by Group Commander (Proc), NSG, For and on behalf of President of India

APPENDIX-1

OFFER LETTER
(On letter head of bidder)

To
The Group Commander (Procurement)
HQ NSG, Mehram Nagar, Palam,
New Delhi-110037

Dear Sir,

Dated:

I/We hereby offer to supply the stores detailed in the schedule hereto or such portion thereof as you may specify in the Acceptance of Tender at the price given in the said schedule and agree to hold this offer open till offer validity. I/We shall be bound by a communication of acceptance within the prescribed time.

2. I/We have understood the conditions and instructions of contract which will govern by rules/policies/guidelines **contained in the GFR 2017, Manual for procurement of goods 2017, all related orders issued by MHA, CVC and various departments of Government of India** which has been issued before issuance of this Tender. I/We have also understood that **any special conditions attached to this invitation to tender will also form part of the conditions of contract and will supersede any general condition.**
3. The following pages have been added to and form part of this tender.

- b. _____
- c. _____
- d. _____
- e. _____

Yours faithfully,

SIGNATURE OF ONE WITNESS
(Witness)

SIGNATURE OF BIDDER, (Address of
(Full name & designation in firm
Complete address and contact details
Including fax, email and phone/mobile number)



Signature of the bidder

Signed by Group Commander (Proc), NSG, For and on behalf of President of India

DECLARATION CERTIFICATE*(On letter head of firm)*

1. It is certified that by signing this letter I/We have accepted all terms & conditions contained in this tender document from **page no 1 to 48** and all the corrigendum published in relation to this tender. It is read and understood that this tender is invited under the Rules contained in the GFR 2017, Manual for procurement of goods 2017, all relevant orders issued by MHA, CVC and departments of Government of India. I/We have also agreed that any special conditions attached to this invitation to tender will also form part of the conditions of contract and will supersede any general condition.
2. It is certified that all information provided by me/us in this tender are true and correct to my/our best knowledge. I understand that in case any of the information found to be untrue later on than tender submitted by me/us will be treated as unresponsive bid and will be disqualified from participation.
3. I/We am/are responsible for the correctness of the information provided in this Bid documents and shall be responsible for legal course of action in case of any mischief, incorrect, misleading or false declaration found in this bid document filled by me/us. Further I/We understand that any misconduct would liable for suspension of business, debarment or blacklisting of firm/individual from participating in NSG as well as in other department tenders.
4. I/We hereby declared that I/we am/are as an individual or firm is/are never **debarred or blacklisted or banned** by any government or private organization in India or abroad from participation in tender or purchase in India or abroad.
5. I/We hereby declared that if there is any reduction in the rate of taxes/GST/Duties on the tendered goods or services, then benefit of it will be passed on to purchaser by way of reduction in pricing before claiming of payment under section 171 of GST Act.
6. It is certified that In respect of indigenous items for which there is a controlled price fixed by law, the price quoted is not higher than the controlled price. If such price quoted is higher than the controlled price I/we will provide the reason thereof immediately to the purchaser.
7. It is certified that there are no government restrictions or limitation in the country of the seller or countries from which sub-components are being procured and/or for the export of complete or any part of tendered store. All necessary permissions/permit/license will be obtained by me/us before meeting any contractual obligations.
8. It is certified that the price quoted for the tendered item is not more than the price usually charged for the same store to any other purchaser to the best of my/our knowledge and belief.
9. I/we undertake to execute all contractual obligations like replacement or repair of non-performing tendered store full or in part and maintenance of tendered store during warranty period.

SIGNATURE OF BIDDER.
 (Full name & designation in firm
 Complete address and contact details
 including fax, email and phone/mobile
 number)



Signature of the bidder

Signed by Group Commander (Proc). NSG, For and on behalf of President of India

APPENDIX-3

COMPLIANCE STATEMENT

(on letter head of bidder, Attach Extra Sheets if required)

- Name of Item
- OEM of Item
- Country of origin
- Make/Model/Lot No.
- Bidder to furnish compliance details on each Specification/parameter whether equipment offered is complying with Specification or otherwise as per proforma given below:-

Sr. No.	Technical Specification/ Qualitative Requirements (Bidder to write SL No. /Para No. of Specification here)	Complied (Write YES or NO)	If not complied, mention reason	Page no. of technical bid in the Tech. literature attached with bid
1				
2				
3				
4				
5				
6				
7				

Signature of the bidder



Signed by Group Commander (Proc), NSG, For and on behalf of President of India

APPENDIX-4

1.	a. Name of authorized Signatory of Bidder	
	b. Complete Address with Telephone, Fax, E-mail and Website Etc.	
2.	Capacity in which applying in this bid (Mention any one of the following Indian manufacturer/OEM, Foreign Manufacturer/OEM, Distributor of Indian Manufacturer/OEM, Distributor of Foreign Manufacturer/OEM, Indian System Integrator or others)	
3.	INDIAN OR FOREIGN MANUFACTURER/OEM	To be filled by all category of bidder, distributor and system integrator to file details of their manufacturer/OEM.
	a. Name of Indian or Foreign Manufacturer/OEM	
	b. Complete office Address with Telephone, Fax, E-mail and Website Etc.	
	c. Name & Designation of Contact Person (Complete office Address with Telephone, Mobile, Fax, E-mail)	
	d. Factory/Plant details of Indian or Foreign Manufacturer/OEM (Complete Address with Telephone, Mobile, Fax, E-mail and Website Etc.)	
	e. Clarify nature of firm whether Proprietary Firm, Pvt Firm, Public firm, LLC, partnership firm etc. (attach supporting documents)	
	f. Industrial License/ Permit number along with details of issuing agency (Complete Address with Telephone, Mobile, Fax, E-mail and Website Etc.) (attach copy with bid)	
	g. Furnish the details Income Tax assessment office address contact details like Income Tax clearance certificate/ PAN) (attach copy with bid)	
	h. Furnish the details of Industrial Tax registration i.e. GST/ Excise/VAT etc. with office address & contact details of assessment office. (attach copy with bid)	
	i. Furnish details of certificate of concerned Chamber of commerce for established manufacturer/ OEM for	

Signature of the bidder



Signed by Group Commander (Proc), NSG. For and on behalf of President of India

Tendered Item(attach copy with bid)	
j.	CRISIL Rating of firm, BIS (ISI Mark), ISO registration if any (Yes/No) if yes attach copies(attach copy with bid)
k.	Whether manufacturing premises fully owned or leased/rented or other firm's facility is being used by manufacturer /OEM (Give brief details and upload a valid legal evidence for the same)
l.	Covered area & Open area of manufacturing facility in Sq ft
m.	Whether located at Govt authorized Industrial/commercial place (Yes/No)

COMPLETE DETAILS OF MANUFACTURER/OEM, DISTRIBUTOR AND SYSTEM INTEGRATOR

n.	Details of Power connection load capacity and name Issued
o.	Functional departments of Manufacturing unit (details thereof)
p.	Details of Plant and Machinery functioning in each department
q.	Make & model of main machine
r.	Date of purchase & commissioning
s.	Life of the Machine
t.	Details of subsidiary if any
u.	Details and stocks of raw material held
v.	Normal & Maximum Production capacity of item with existing plant & machinery
w.	Details of machinery for quality control products (such as laboratory etc.)
x.	Maximum no of workers employed on any day during the 18 months preceding the date of application
y.	Number of Skilled worker employed
z.	Un-skilled worker employed
a.	a) Details of PF & ESI registration (if

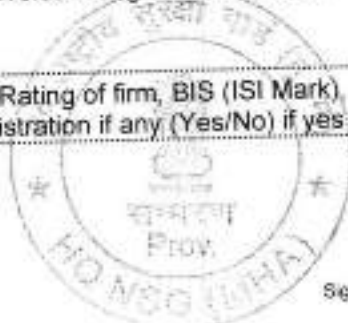
Signature of the bidder



Signed by Group Commander (Proc), NSG, For and on behalf of President of India

	any)	
	b. b) Whether tendered item is tested by any National/International accredited Lab. (attach copy with bid)	
	cc. Any criminal or civil court case against firm or owner or director/directors of the firm (Write Yes/No). If yes, then furnish complete details.	
4.	INDIAN DISTRIBUTOR OF INDIAN OR FOREIGN MANUFACTURER/OEM	Details to be furnish by Indian distributor of Indian or foreign manufacturer/OEM only
	a. Name of Indian distributor	
	b. Complete Address with Telephone, Fax, E-mail and Website Etc.	
	c. Name & Designation of Contact Person (Complete office Address with Telephone, Mobile, Fax, E-mail)	
	d. Factory/Plant details of Indian distributor (Complete Address with Telephone, Mobile, Fax, E-mail and Website Etc.)	
	e. Clarify nature of firm whether Proprietary Firm, Pvt Firm, Public firm, LLC, partnership firm etc. (attach supporting documents)	
	f. Industrial License/ Permit number along with details of issuing agency (Complete Address with Telephone, Mobile, Fax, E-mail and Website Etc.)(attach copy with bid)	
	g. Furnish Income Tax assessment office address contact details like Income Tax clearance certificate/ PAN) (attach copy with bid)	
	h. Furnish the details of Industrial Tax registration i.e. GST/ Excise/VAT etc. with office address & contact details of assessment office. (attach copy with bid)	
	i. Percentage of commission/profit on OEMs invoice charged for tendered store.	
	j. CRISIL Rating of firm, BIS (ISI Mark) ISO registration if any (Yes/No) if yes	

Signature of the bidder



Signed by Group Commander (Proc), NSG, For and on behalf of President of India

[Signature]
19/11/24

attach copies(attach copy with bid)

	k. Whether office premises fully owned or leased/rented or other firm's facility is being used by distributor (Give brief details and upload a valid legal evidence for the same)	
	l. Covered area & Open area of facility of distributor in Sq ft	
	m. Whether located at Govt authorized Industrial/commercial place (Yes/No)	
	n. Maximum no of workers employed on any day during the 18 months preceding the date of application	
	o. Number of Skilled worker employed in order to provide after sale support	
	p. Un-skilled worker employed in order to provide after sale support	
	q. Details of PF & ESI registration (if any)	
	r. Whether having facility to repair and testing of tendered? provide details	
	s. Any criminal or civil court case against firm or owner or director/directors of the firm (Write Yes/No). If yes, then furnish complete details.	
5.	DETAILS TO BE FURNISH BY INDIAN SYSTEM INTEGRATOR ONLY	<i>Details to be furnish by Indian system integrator only</i>
	a. Name of Indian System Integrator	
	b. Complete Address with Telephone, Fax, E-mail and Website Etc.	
	c. Name & Designation of Contact Person (Complete office Address with Telephone, Mobile, Fax, E-mail)	
	d. Factory/Plant details of Indian System Integrator (Complete Address with Telephone, Mobile, Fax, E-mail and Website Etc.)	
	e. Clarify nature of firm whether Proprietary Firm, Pvt firm, Public firm, LLC, partnership firm etc. (attach	

Signature of the bidder



Signed by Group Commander (Proc), NSG, For and on behalf of President of India

	supporting documents)	
	f. Industrial License/ Permit number along with details of issuing agency (Complete Address with Telephone, Mobile, Fax, E-mail and Website Etc.)(attach copy with bid)	
	g. Furnish Income Tax assessment office address contact details. (Attach Income Tax clearance certificate/ PAN)(attach copy with bid)	
	h. Furnish the details of Industrial Tax registration i.e. GST/ Excise/VAT etc. with office address & contact details of assessment office.(attach copy with bid)	
	i. CRISIL Rating of firm, BIS (ISI Mark), ISO registration if any (Yes/No) if yes attach copies	
	j. Whether firm premises fully owned or leased/rented or other firm's facility is being used by system integrator (Give brief details and upload a valid legal evidence for the same)	
	k. Covered area & Open area of firm facility in Sq ft	

	l. Whether located at Govt authorized Industrial/commercial place (Yes/No)	
	m. Details of Power connection load capacity and name Issued	
	n. Functional departments of Integration unit (details thereof)	
	o. Details of Plant, tools and Machinery functioning in each department	
	p. Details of machinery for quality control products (such as laboratory etc.)	
	q. Details of materials, components, parts etc which are to be imported by the firm for tendered store	
	r. Value of Indigenous component in percentage (%) of the complete tendered store	
	s. Value of Import component in percentage (%) of the complete	

Signature of the bidder



Signed by Group Commander (Proc), NSG, For and on behalf of President of India

	tendered store	
	t. Maximum no of workers employed on any day during the 18 months preceding the date of application	
	u. Number of Skilled/technical worker employed	
	v. Un-skilled worker employed	
	w. Details of PF & ESI registration (if any)	
	x. Whether firm facility is certified by any National/International accredited Lab. (Attach copies of certificates)(attach copy with bid)	
	y. Any criminal or civil court case against firm or owner or director/directors of the firm (Write Yes/No). If yes, then furnish complete details.	
6.	Whether Micro, Small or Startup Enterprises? (Yes/No) (Attach certificate with the bid)	
	a. Registration Number	
	b. Registration Authority	
	c. Registration Issue date	
	d. Registration validity date up to	
	e. Tendered store is covered (Yes/No)	

Declaration:

1.

- I/we hereby certify that details provided above are true and correct to the best of my/our knowledge and belief. I understand that purchaser is authorized to verify above details by any possible mean available.
- I/we understand that if any information furnished above found to be false or incorrect buyer can take legal and administrative action as well as cancellation of bid or any contract awarded as a result of it.

Signature of the bidder



Signed by Group Commander (Proc) NSG, For and on behalf of President of India

APPENDIX-5**FORM OF SERVICE CENTRE OR WORKSHOP FOR AFTER SALE SUPPORT***(Essentially to be filled by all Bidders)*

1.	Details of service center or workshop for after sale support
	a. Name of service center
	b. Name of Contact person
	c. Complete Address with Telephone, Mobile, Fax, E-mail or website
2.	Details of accreditation of Service Centre & Workshop, if any
3.	Registration of service center or Lab/Workshop with MSME/NSIC or any other Govt. agency. Provide Registration number with validity (attach copy)
4.	Details of available Infrastructure and Capability for maintenance and repair
	a. Reserve stock of manufacturer recommended list of spares (MRLS)
	b. Stock of Special Maintenance & Repair Tools (SMRT)
	c. Qualified Technical personnel employed
	d. Past performance of the Service Center Workshop
5.	ISO or BIS certification available, if any.
6.	a. After sales service center along with Lab/Workshop for periodical maintenance & repair in Delhi-NCR Region.
	b. Detail of owner ship of premised whether owned, rented or leased
	c. Complete address with nearest Police Station



Signature of the bidder

Signed by Group Commander (Proc), NSG, For and on behalf of President of India

19/11/24

APPENDIX-6**PERFORMANCE STATEMENT***(On letter head of bidder)*

Name of Bidder: _____

S. No.	Organization which placed Purchase order to bidder. Mention Order No. & Date	Item/Service name in detail	Qty	Value	Delivery Period	Warranty offered	Remarks
1							
2							
3							
4							
5							
6							

NOTE:

- Bidder to furnish details of contract awarded for same or similar kind of product/services during the period of last three years from date of floating of this tender.
- Bidder to attach copy of purchase order place by any agency in India.

Signature of the bidder



Signed by Group Commander (Proc), NSG, For and on behalf of President of India

15/11/24

PRE- CONTRACT INTEGRITY PACT**1. GENERAL**

1.1. Whereas the PRESIDENT OF INDIA, represented by NSG, hereinafter referred to as the Buyer and the first party, proposes to procure (Name of the Equipment), hereinafter referred to as Stores, and M/s _____ represented by _____ (Designation) which term, unless expressly indicated by the contract, shall be deemed to include its successors and its assignees), hereinafter referred to as the Bidder/Seller and the second party, is willing to offer/ has offered the stores.

1.2. Whereas the Bidder is a private company/public company/partnership/ registered export agency, constituted in accordance with the relevant law in the matter and the Buyer is a Ministry of the Government of India performing its functions on behalf of the President of India.

2. OBJECTIVES

2.1. Now, therefore, the Buyer and the Bidder agree to enter into this pre-contract agreement, hereinafter referred to as Integrity Pact, to avoid all forms of corruption by following a system that is fair, transparent and free from any influence/ unprejudiced dealing prior to, during and subsequent to the currency of the contract to be entered into with a view to:-

2.1.1. Enabling the Buyer to obtain the desired defence stores at a competitive price in conformity with the defined specifications of the Services by avoiding the high cost and the distortionary impact of corruption on public procurement, and

2.1.2. Enabling bidders to abstain from bribing or any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also refrain from bribing and other corrupt practices and the Buyer will commit to prevent corruption, in any form, by their officials by following transparent procedures.

3. COMMITMENTS OF THE BUYER

3.1. The Buyer commits itself to the following:-

3.1.1. The Buyer undertake that no official of the Buyer, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the Bidder, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the Contract.

3.1.2. The Buyer will, during the pre-contract stage, treat all Bidders alike, and will provide to all Bidders the same information and will not provide any such information to any particular Bidder which could afford an advantage to that particular Bidder in comparison to other Bidders.

3.1.3. All the officials of the Buyer will report the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

3.2. In case of any such proceeding misconduct on the part of such official (s) is reported by the Bidder to the Buyer with full and verifiable facts and the same is prima facie found to be correct by the Buyer, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the Buyer and as such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the Buyer the proceedings under the contract would not be stalled.

4. COMMITMENTS OF BIDDER

The Bidder commits himself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of his bid or during any pre-contract or post contract stage in order to secure the contract or in furtherance to secure it and in particular commits himself to the following:-

4.1. The Bidder will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Buyer, connected directly or indirectly with the bidding process, or to any person, organisation or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the Contract.

4.2. The Bidder further undertakes that he 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 Buyer or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the Contract or any other contract with the Government for showing or forbearing to show favour or disfavour to any person relation to the Contract or any other Contract with the Government.

Signature of the bidder



Signed by Group Commander (Proc), NSG, For and on behalf of President of India

4.3. The Bidder will not collude or enter into any undisclosed agreement or understanding with other bidders with respect to prices, specifications, certifications, subsidiary contract etc to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

4.4. The Bidder will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

4.5. The Bidder further confirms and declares to the Buyer that the Bidder is the original manufacturer/integrator/authorized government sponsored export entity of the defence stores 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 Buyer or any of its functionaries, whether officially or unofficially to the award of the contract to the Bidder, 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.

4.6. The Bidder, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the Buyer or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

4.7. The Bidder shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the Buyer as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier to others and not to commit any offence under PC/IPC Act. The Bidder also undertakes to exercise due and adequate care lest any such information is divulged.

4.8. The Bidder commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

4.9. The Bidder shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

4.10. Foreign bidders to disclose the name and address of agents and representatives in India and Indian Bidders to disclose their foreign principals or associates.

4.11. Bidders will disclose the payments to be made by them to agents/brokers or any other intermediary.

4.12. The bidder shall not approach the courts while representing the matters to IEMs and he/she will await their decision in the matter.

4.13. In case of sub-contracting, the bidder shall take responsibility of the adoption of IP by the sub-contractor.

5. PREVIOUS TRANSGRESSION

5.1. The Bidder declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify bidder's exclusion from the tender process.

5.2. If the Bidder makes incorrect statement on this subject, Bidder can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

6. COMPANY CODE OF CONDUCT

6.1. Bidders are also advised to have a company code of conduct (clearly rejecting the use of bribes and other unethical behavior) and a compliance program for the implementation of the code of conduct throughout the company.

7. SANCTIONS FOR VIOLATION

7.1. Any breach of the aforesaid provisions by the Bidder or any one employed by him or acting on his behalf (whether with or without the knowledge of the Bidder) or the commission of any offence by the Bidder or any one employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act 1988 or any other act enacted for the prevention of corruption shall entitle the Buyer to take all or any one of the following actions, wherever required:-

7.1.1. To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the Bidder. However, the proceedings with the other bidder(s) would continue.

7.1.2. The Earnest Money / Security Deposit / Performance Bond shall stand forfeited either fully or partially, as decided by the Buyer and the Buyer shall not be required to assign any reason therefore.

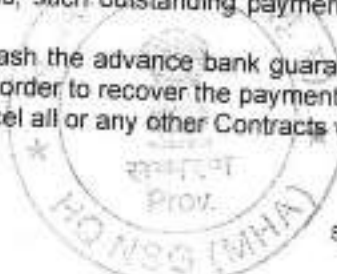
7.1.3. To immediately cancel the contract, if already signed, without giving any compensation to the Bidder.

7.1.4. To recover all sums already paid by the Buyer, and in case of an Indian Bidder with interest thereon at 2% higher than the prevailing Prime Lending Rate, while in case of a Bidder from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the Bidder from the Buyer in connection with any other contract for any other defence stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.

7.1.5. To encash the advance bank guarantee and performance bond/warranty bond if furnished by the Bidder, in order to recover the payments, already made by the Buyer, along with interest.

7.1.6. To cancel all or any other Contracts with Bidder.

Signature of the bidder



Signed by Group Commander (Proc), NSG, For and on behalf of President of India

7.1.7. To debar the Bidder from entering into any bid from the Government of India for minimum period of five years, which may be further extended at the discretion of the Buyer.

7.1.8. To recover all sums paid in violation of the Pact by Bidder(s) to any middleman or agent or broker with a view to securing the contract.

7.1.9. If the Bidder or any employee of the Bidder or any person acting on behalf of the Bidder, either directly or indirectly, is closely related to any of the officers of the Buyer, or alternatively, if any close relative of an officer of the Buyer has financial interest/stake in the Bidder's firm, the same shall be disclosed by the Bidder at the time of filing of tender. Any failure to disclose the interest involved shall entitle the Buyer to rescind the contract without payment of any compensation to the Bidder.

7.1.10. Any law; any other person related, whether by blood or marriage, to the Government servant or to the Government servant's wife or husband and wholly dependent upon Government servant.

7.1.11. The bidder 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 Buyer, and if he does so, the Buyer shall be entitled forthwith to rescind the contract and all other contracts with the Bidder. The Bidder shall be liable to pay compensation for any loss or damage to the Buyer resulting from such rescission and the Buyer shall be entitled to deduct the amount so payable from the money(s) due to the Bidder.

7.1.12. In case where irrevocable letters of Credit have been received in respect of any contract signed by the Buyer with the Bidder, the same shall not be opened.

7.2. The decision of the Buyer to the effect that a breach of the provisions of this Integrity Pact has been committed by the Bidder shall be final and binding on the Bidder, however, the Bidder can approach the monitor(s) appointed for the purposes of this pact.

Note: The term 'close relative' for this purpose would mean spouse whether residing with the Government servant or not, but not include a spouse separated from the Government servant by a decree or order of the competent court; son or daughter or step son or step daughter and wholly dependent upon Government servant, but does not include a child or step child who no longer in any way dependent upon the Government servant or of whose custody the Government servant has been deprived or by or under.

8. EXAMINATION OF BOOKS OF ACCOUNTS

In case of any allegation of violation of any provisions of this Integrity Pact or payment of commission, the Buyer or its agencies shall be entitled to examine the Books of Accounts of the Bidder and the Bidder shall provide necessary information of the relevant financial documents in English and shall extend all possible help for the purpose of such examination.

9. LAW AND PLACE OF JURISDICTION

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the Buyer i.e. New Delhi.

10. OTHER LEGAL ACTIONS

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

11. VALIDITY

11.1. The validity of this Integrity Pact shall be from the date of its signing and extend upto 5 years or the complete execution of the contract to the satisfaction of both the Buyer and the Bidder/Seller, whichever is later.

11.2. Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

The Parties hereby sign this Integrity Pact at _____ on _____

Bidder's Witness

1. _____

2. _____

Buyer's Witness

1. _____

2. _____



Signature of the bidder

Signed by Group Commander (Proc), NSG. For and on behalf of President of India.

APPENDIX-8**ELECTRONIC CLEARING SERVICE FORM FOR PAYMENTS***(On letter head of bidder)***A. DETAILS OF ACCOUNT HOLDER/BENEFICIARY**

Name and complete address of account holder/beneficiary along with email, telephone, mobile, website and fax number.

B. BANK ACCOUNT DETAILS IN WHICH PAYMENT IS TO BE MADE

Complete bank account number (RTGS enabled only)	
Type of bank account (SB/current/cash credit)	
Bank name	
Branch name with complete address, telephone number, E-mail, fax etc.	
IFSC code of branch	
MICR code of branch	
Date of opening of account	

C. DATE OF EFFECT -

I hereby declare that the particulars given above are correct and complete. If the transaction is delayed, or not effected at all for reasons of Incomplete or Incorrect Information, I would not hold the buyer responsible. I have read the option invitation letter and agree to discharge responsibility expected of me as a participant under the Scheme.

Date:

(.....)
Signature of Customer

Certified that the particulars furnished above are correct as per our records.

(Bank's Stamp)

Date:

(.....)
Signature of the Authorized Official from the Bank

Signature of the bidder



Signed by Group Commander (Proc), NSG, For and on behalf of President of India

PROFORMA FOR BID SECURITY DECLARATION
(On letter head of bidder)

Bank Guarantee No: _____

Dated: _____

To
The Director General,
National Security Guard,
Mehram Nagar, Palam,
New Delhi-110037(India)

Dear Sir,

In accordance with your Invitation to Tender No. _____
hereinafter called the bidder with the following Directors on their
M/S _____
Board of Directors/partners of the firm:-

1.	2.
3.	4.
5.	6.

I/we accept that in any of the conditions mentioned below during the period of validity, we agree to be suspended for the period of 24 Months from the date of communication from participating in any bid of NSG. This undertaking is valid for 45 days beyond the final bid validity period for effecting the clause without any reservation and recourse it:-

- After submitting the tender, it is modified w.r.t. rates or any of the terms and conditions thereof, except with the previous written consent of the purchaser.
- The bidder withdraws the said Tender within offer validity as mentioned in this tender.
- The bidder having not withdrawn the Tender, fails to furnish the contract security deposit imposed for due performance of the contract within the period provided in the General conditions of contract.
- The bidder has failed to present and place their equipment for during technical evaluation of bid & samples before the board of officer as per condition of this tender.

The Guarantee shall be irrevocable and shall remain valid up to 45 days beyond bid validity from M/S _____ on whose behalf this Guarantee is issued.

Date: _____

Place: _____

Witness

details

Signature

Printed name: _____

(Designation in firm)

Complete address and contact

Including FAX, email and phone/mobile No.)



Signature of the bidder

Signed by Group Commander (Proc), NSG. For and on behalf of President of India

APPENDIX-10**FORM FOR SECURITY CLEARANCE OF FOREIGN EXECUTIVE***(On letter head of bidder)*

SL No	ITEM	DETAILS
1.	Name	
2.	Father's Name in full	
3.	Nationality	
4.	Date of Birth	
5.	Place of Birth	
6.	Nationality	
7.	Complete residential address, with mobile, telephone, fax, email or website etc.	
8.	Passport Number	
9.	Issued by	
10.	Valid till	
11.	Indian Visa Number	
12.	Visa Validity	
13.	Name of the Firm	
14.	Designation	
15.	Complete Address of stay in India along with , with mobile, telephone, fax, email or website etc.	
16.	Name of the firm/organization representing with complete address , with mobile, telephone, fax, email or website etc.	
17.	Meeting requested within NSG	
18.	Place of meeting	
19.	Date & time of meeting	
20.	Lap Top/Tab Serial No. (If you plan to take with you for meeting)	

Note: Security Clearance of Foreign Representative is a time taking process therefore bidder must ensure to uploaded complete details including visa and passport details. Bidder can give nomination for **more than one foreign rep** for NCNC demo, trial & training.

Signature of the bidder



Signed by Group Commander (Proc). NSG, For and on behalf of President of India

CHECK LIST FOR BIDDERS

Before uploading of tender documents, Bidders should check they have complied with the following requirements: -

SL NO	REQUIREMENTS TO BE CHECKED BEFORE SUBMISSION OF THE TENDER	(YES/NO)
1.	Appendix from 1 to 11 has been duly filled up, signed, stamped by the bidder before uploading of bid on portal. The signature and details of witnesses where applicable has been provided on the bid document.	
2.	Valid Earnest Money Deposit (EMD) payment instrument in prescribe format has been enclosed.	
3.	If EMD exemption is claimed for micro/small/startup enterprises than copies of valid certificate issued by NSIC/DIC/KVIC/MSME/Udhyog Aadhar/Startup India from DIPP has been uploaded.	
4.	Proposal has been submitted in two bid system – Technical Bid & separate Commercial Bid as per tender documents.	
5.	Appendix 1 Offer letter by bidder duly filled and prepared on bidder's letter head.	
6.	Appendix 2 Undertaking by bidder on its letter head.	
7.	Appendix 3 Compliance statement on bidder's letter head: Compliance status on each parameter of tender specification published shall be filled for the equipment offered by the bidder. Non-compliance to the any parameter of published specification will be a disqualification.	
8.	Appendix 4 Complete details of Manufacturer/OEM, Distributor and System Integrator as applicable to the bidder need to be filled in the appendix. Distributor and System Integrator shall fill details of its OEM/Manufacturer. Leaving blank any column will be reason for rejection of bid.	
9.	Appendix 5 Form of Service Centre or Workshop for after sale support services.	
10.	Appendix 6 Past Performance Statement on bidder's letter head: Past performance only submitted in attached format will be accepted, past performance in any other format or attachment of copies of past supply order will not be accepted. No other documents need to be attached at this stage. In case bidder doesn't possess any past performance bidder must explain the reason in the same format.	
11.	Appendix 7 Integrity Pact: Integrity Pact completed and signed by bidder and two witnessed of bidder shall be uploaded along with bid. Bids without submission or incomplete or without witnesses signature on pre-Integrity pact shall be rejected.	
12.	Appendix 8 ECS Performa for e-payment: ECS mandate form duly completed in all aspect should be submitted by the bidder.	
13.	Appendix 9 Bank Guarantee Format for furnishing Earnest Money (EMD)	
14.	Appendix 10 Form for Security Clearance of foreign executive, if any to be filled and submitted by the bidder along with the technical bid.	
15.	List of price freezed manufacturer recommended list of spares . This will not form the part of price evaluation for deciding L1.	
16.	Letter quoting AMC and CAMC rates in percentage to the basic price of tendered store post warranty. This will not form the part of price evaluation for deciding L1.	
17.	Letter of authorization : Bidder participating in capacity of distributor or Indian system integrator shall upload the authorization certificate of foreign/Indian OEM/Manufacturer. (Para 3 of Chapter-V)	
18.	Detailed MoU between OEM/Manufacturer and distributor/system integrator if applying in distributor or System Integrator capacity. (Para 3 of Chapter-V)	
19.	BIS/ISO or equivalent certificate of OEM/Manufacturer.	
20.	Incorporation Certificate or Industrial License of bidder firm.	

Signature of the bidder.

Signed by Group Commander (Proc), NSG, For and on behalf of President of India

21.	Copy of GST and PAN registration of firm.	
22.	Last two year balance sheet or Income tax return of bidder firm.	
23.	The technical literature of the tendered store offered by the bidder with respect to specification published in the tender.	
24.	Price bid in BoQ format has been uploaded	
25.	Compliance to Para 29 of chapter – III general conditions of contract has been submitted by bidder.	
26.	Any other relevant information. The technical bid is in clear legible format with maintaining above mentioned sequence of documents be uploaded on CPP portal for considering an offer as responsive bid.	



Signature of the bidder

Signed by Group Commander (Proc), NSG, For and on behalf of President of India