



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

**C-DAC invites ON-LINE bids through  
Government e-Marketplace (GeM)  
for Supply, Installation, Testing, Commissioning and  
Maintenance of 500Mbps Internet Leased Line (ILL)  
at Pune**

**Tender Ref. No. CDACP/MTG-ILL/16985**

## SECTION I: INSTRUCTIONS TO ISPS (ITB)

### 1. Introduction:

Centre for Development of Advanced Computing (C-DAC) - is a Scientific Society under the administrative control of Ministry of Electronics & Information Technology, Government of India.

C-DAC invites **ON-LINE Bids through GEM** from eligible ISPs for supply, installation, Commissioning, testing and maintenance as per the detailed technical specifications, features, special conditions given in 'Section - IV: Schedule of Requirements', other terms, conditions etc. stipulated in this document.

**This RFP includes** supply, installation, Commissioning, testing and maintenance of 500Mbps Internet Leased Line (ILL) with physical path redundancy. ISP need to design the overall solution accordingly.

### 2. Contact information:

Material Management Group

Centre for Development of Advanced Computing (C-DAC)

Innovation Park, PANCHAVATI, Pashan Road, PUNE 411008

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

### 3. Two e-Bids System: Online submission through- GeM

#### A. Online - ePacket No. 1: "Technical e-Bid" shall contain (PDF format only)

- i. Covering letter, as per **Annexure - A**.
- ii. Authority letter, as per **Annexure - B**.
- iii. Document Check list **Annexure-I**
- iv. Scanned copy of EMD Declaration Letter as per Annexure E.
- v. A copy of Certificate of Incorporation, Partnership Deed / Memorandum and Articles of Association / any other equivalent document showing date and place of incorporation, as applicable.
- vi. Copies of PAN and GST registration certificates.
- vii. Duly filled Technical Bid as per **Section IV** with proper seal and signature of the authorised person (with name, designation, email id & contact no.).
- viii. The undertaking from the Internet Service Provider hence forth referred as ISP as per **Annexure - C**
- ix. Undertaking from the ISP to the effect that a Performance Security / PBG of 5% of the order value will be submitted by the ISP within 15 days from placement of PO.
- x. A copy of the commercial bid without prices (**prices blocked**) and copy of commercial terms & conditions (in details) shall be included in the commercial bid. C-DAC reserves the right to reject the bid in case of discrepancy observed in the un-priced commercial bid and the actual commercial bid.

- xi. Declaration as per **Annexure F** (restrictions on procurement from a ISP of a country which shares a land border with India).
- xii. Declaration as per **Annexure G** (compliance to Gol OM regarding Make in India).
- xiii. Other documents necessary in support of eligibility criteria, product catalogues, brochures etc.

**Note:** C-DAC reserves the right to reject the bid if any of the above listed document/s is not submitted.

**B. Online Price Bid Submission**

Offered Price needs to be submitted through the GeM portal only. The financial break-up as requested in the RFP needs to be submitted with the price quote by the ISP on the GeM portal.

**4. Uploading of e-Bids and opening of the technical e-Bids - Online.**

The e-bids must be submitted on-line through GEM. The EMD declaration must be submitted online with the technical bids. Non-submission of EMD declaration may result in disqualification / rejection of any bid.

In case ISP requires any clarifications / information, they may contact C-DAC address / email as given in 'SECTION 1'.

**Note: Please do not put/leak "Commercial e-Bid" (prices quoted) in the technical bid packet.**

All the queries, doubts, clarifications etc. must be submitted in xls format only as below.

Name of the ISP:				
Sr. No.	Section / Page No	Clause Reference	Query from ISP	C-DAC Response

**Note:**

The ISPs are requested to go through the entire tender document thoroughly, before raising any query.

**(END OF SECTION I)**

## SECTION II: GENERAL CONDITIONS OF CONTRACT (GCC)

- 1. Locations for Supply, Installation, Commissioning, warranty support etc:**  
C-DAC, Science and Technology Park (STP), OLP Group, Savitribai Phule University Campus, Ganeshkhind, Pune 411007, Maharashtra (INDIA)
- 2. Delivery Period:**  
The solution must be supplied, installed, commissioned, and acceptance within 60 days from the date of placement of order(s).
- 3. Order Placement & Release of Payment:**  
**Centre for Development of Advanced Computing (C-DAC)**  
Innovation Park, PANCHAVATI, Pashan Road, Pashan  
Pune 411008, Maharashtra, INDIA
- 4. Payments Terms:**
  - (i) No payment shall be released until the specified Performance has been met by the ISP.
  - (ii) Payment will be done at the end of each quarter after deducting the penalties if any.
- 5. Bill to/ Ship to: C-DAC, Pune**  
**Ship To: Pune (Warranty Services, Support at Pune)**
- 6. Amendment to Bidding Documents**
  - a. At any time prior to the deadline for submission of bids, C-DAC may, for any reason, whether on its own initiative or in response to the clarification request by a prospective ISP, modify the bid document.
  - b. The amendments to the tender documents, if any, will be notified by release of Corrigendum on GEM the amendments/ modifications will be binding on the ISPs.
  - c. C-DAC at its discretion may extend the deadline/Due Date for the uploading of e-Bids if it thinks necessary to do so or if the bid document undergoes changes during the bidding period, to give prospective ISPs time to take into consideration the amendments while preparing their bids.
- 7. Preparation of e-Bids**  
A neat and clean e-Bids is expected to be uploaded. ISP should avoid, as far as possible, corrections, overwriting, erasures, or postscripts in the bid documents. In case however, any corrections, overwriting, erasures, or postscripts must be made in the bids, they should be supported by dated signatures of the same authorized person signing the bid documents. However, ISP shall not be entitled to amend/ add/ delete/ correct the clauses mentioned in the entire tender document.

## 8. Earnest Money Deposit (EMD)

- a. The ISP must submit EMD / Bid Security Declaration, as given in Annexure - E, agreeing to the conditions stipulated therein.
- b. The successful ISP, on award of contract / order, must send the contract/ order acceptance in writing, within 7-10 days of award of contract/ order & submit PBG within 15 days of award of contract/ order within failing which C-DAC may take necessary action as mentioned in the EMD exemption letter (Annexure E).
- c. C-DAC reserves the right to further take necessary action as per EMD exemption letter (Annexure E) in following cases:
  - If the ISP withdraws the bid during the period of bid validity specified in the tender.
  - If the ISP fails to furnish the acceptance in writing, within 7-10 days of award of contract/ order
  - If the ISP fails to submit PBG within 15 days of award of contract/ order.

## 9. Period of validity of bids

- a. Bids shall be valid for **minimum 120 days** from the date of submission. A bid valid for a shorter period shall stand rejected.
- b. C-DAC may ask for the ISP's consent to extend the period of validity. Such request and the response shall be made through the GeM portal. A ISP agreeing to the request for extension will not be permitted to modify his bid.
- c. The Bid documents shall be neatly arranged. They should not contain any terms and conditions, printed or otherwise, which are not applicable to the Bid. **The conditional bid will be summarily rejected.** Insertions, postscripts, additions, and alterations shall not be recognized, unless confirmed by ISP's signature.

## 10. Deadline for submission of e-Bids - Online through GEM.

- a. Bids must be uploaded, received by C-DAC before the due date and time at the address specified in the tender document.
- b. C-DAC will not be responsible for any issues arising/pertaining with the GEM portal for non-submission, failure in submission of e-Bids online.
- c. C-DAC may extend this deadline/Due Date for uploading of bids by amending the bid documents

## 11. Late Bids

C-DAC shall not be responsible and liable for the delay in receiving the e-bids for whatsoever reason.

## 12. Bid Opening & Evaluation of Bids

- a. The bids will be examined based on eligibility criteria and documents submitted as stipulated at Para 3 of Section -I and Para 4 of Section - II respectively, to shortlist the eligible ISPs.

- b. The technical bids of only the short-listed eligible ISPs shall be evaluated based on technical specifications stipulated at Section - IV.
- c. The duly constituted Tender Evaluation Committee (TEC) shall evaluate the bids. The TEC shall be empowered to take appropriate decisions on minor deviations, if any.
- d. During evaluation of the bids C-DAC at its discretion may ask the ISP for clarification of its Bid. The request for clarification and the response shall be in writing, and no change in the prices is permitted.
- e. During the process of evaluation of bids, if any discrepancies are observed in the bid submitted, the ISPs may be given an opportunity to clarify on same. If in the view of ISP, any change is required or any additional items are required, the ISP must arrange for said change and/or addition of material without any increase in the prices quoted.

**13. Comparison of Bids**

Only the Technically qualified bids shall be considered for commercial evaluation and comparison which shall be done on the GeM portal as per GeM GTC.

**14. Award of Order**

- a. C-DAC shall award the order to the eligible ISP whose technical bid has been accepted and determined as the lowest evaluated commercial bid based on the price of the Commercial Bid on GeM.
- b. The ISP should note and agree to the same

**15. Purchaser's Right to amend / cancel**

- a. C-DAC reserves the right to amend the eligibility criteria, commercial terms & conditions, Scope of Supply, technical specifications etc.
- b. C-DAC reserves the right to cancel the entire tender without assigning any reasons thereof.
- c. C-DAC reserves the right to reject the bid submitted by the lowest evaluated ISP.
- d. If more than one ISP happens to quote the same lowest price, C-DAC reserves the right to place the order on any of the ISP. The decision of C-DAC shall be final for awarding the contract.

**16. Corrupt or Fraudulent Practices**

- a. It is expected that the ISPs who wish to bid for this project have highest standards of ethics.
- b. C-DAC will reject bid if it determines that the ISP recommended for award has engaged in corrupt or fraudulent practices while competing for this contract.
- c. C-DAC may declare a vendor ineligible, either indefinitely or for a stated duration, to be awarded a contract if it at any time determines that the vendor

has engaged in corrupt and fraudulent practices during the award / execution of contract.

**17. Interpretation of the clauses in the Tender Document / Contract Document**

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

**18. Jurisdiction:**

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

**19. Force Majeure:**

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

**20. Risk and Ownership:**

All the risks, responsibilities; liabilities thereof in all goods provisioned by the ISP as part of the IPS connectivity shall remain with selected ISP.

**21. Limitation of Liability:**

The liability of the ISP / Contractor arising out of breach of any terms/conditions of the tender / contract/work order and addendums/amendments thereto, misconduct, wilful default will be limited to the total contract value. However, liability of the ISP in case of death/injury/damage caused to the personnel/property due to/arising out of/incidental to any act/omission/default/ deficiency of ISP/contractor will be at actuals.

In no event shall either Party, its officers, directors, or employees be liable for any form of incidental, consequential, indirect, special, or punitive damages of any kind.

**22. Termination:**

Validity of purchase order will remain till fulfilment of all obligations (Including but not limited to providing comprehensive warranty/support till Completion of Five years from acceptance of the entire integrated solution as a whole) by the successful ISP. In case of the delays in providing the stipulated services, and /or defect/delay/under or non-Performance pertaining to the services / products supplied by the ISP, C-DAC will give

written notice to the ISP directing to set the things right within 30 days of notice. If ISP fails to comply with the requirements, C-DAC shall have the right to terminate the contract and / or cancel the order/s. The successful ISP agrees and accepts that he shall be liable to pay damages claimed by C-DAC, in the event of termination of contract / cancellation of order, as detailed in this RFP. The successful ISP may terminate the contract by at least 30 days' written notice, only in the event of non-payment of undisputed invoices for 90 days from the due date. Except this situation, the successful ISP shall have no right of termination. C-DAC reserves the right to terminate the contract / cancel order with or without cause/ reason, by giving 90 days' notice to the successful ISP.

C-DAC will release the due amount payable to successful ISP towards the material and / or services provided till the date of termination, those are accepted by C-DAC/ end user. However, the amount towards penalty, if any will be deducted from the payable amounts.

**23. Indemnity:**

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

- a. Infringement of any law pertaining to intellectual property, patent, trademarks, copyrights etc. by the ISP or
- b. such other statutory infringements in respect of all the equipment's supplied by successful ISP, or
- c. Any act/omission/performance/under or non or part performance/failure of the ISP.

**24. Assignment:**

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

**25. Severability:**

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

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

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

### 1. Prices

- 1.1. The price quoted shall be considered firm and no price escalation will be permitted (Except for Govt levies.)
- 1.2. ISP must offer in INR only.
- 1.3. The prices quoted must be 'F.O.R.-Pune inclusive of digging, packing & forwarding, freight, insurance, loading/unloading, and allied charges till the destination.
- 1.4. ISP must provide the price inclusive of applicable GST.

### 2. Performance Bank Guarantee (PBG):

1. The successful ISP will be required to furnish the Performance Guarantee towards the Data Centre Components supplied, in the form of a Bank Guarantee in INR equivalent to 5% amount of the Supply Order value, as per the format attached to this document (**Annexure - D**).
2. This bank guarantee should be submitted within 15 days from date of award of PO. The Bank Guarantee shall remain valid for the period of **38 months** from the date of commissioning and acceptance of ILL links. The PBG must be negotiable at a branch of issuing bank in India. In case of no warranty claims towards the item under warranty, the PBG will be returned on completion of warranty period.
3. **The PBG should be submitted by the vendor on whose name the Purchase Order is released.**
4. C-DAC reserves the right to invoke the Performance Bank Guarantee(s) submitted by ISP, in case of the following:
  - i. The ISP fails to provide the services in scheduled time frame, as stipulated in this document or
  - ii. The ISP delays to provide the services as stipulated in this document.

### 3. Completeness Responsibility:

Notwithstanding the scope of work, engineering, supply and services stated in bid document, any equipment or material, engineering or technical services which might not be even specifically mentioned under the scope of supply of the ISP and which are not expressly excluded there from but which - in view of the ISP - are necessary for the performance of the equipment in accordance with the specifications are treated to be included in the bid and has to be performed by ISP. The items which are over & above the scope of supply specified in the Schedule of Requirements may be marked as "Optional Items".

### 4. General Requirements:

1. The duration of the order should be valid for a maximum of Three (3) years from the date of final acceptance letter issued by C-DAC. The ISP must provide the

desired connectivity up to the end location on the required speed after acceptance by C-DAC and it has to be kept operational for Three (3) years.

2. The ISP will be responsible for the comprehensive maintenance after the acceptance of installation & testing by C-DAC, for which C-DAC will not make extra payment.
3. ISP must set up adequately manned help desk to enable fault booking and any operational problem pertaining to the offered services. The help desk must operate on (24x7x365) basis. The help desk must keep a full record of fault / complaint booked and action taken in respect of each complaint.
4. ISP must provide the prescribed fault booking, escalation chart & operational procedure in detail to C-DAC. Date and time of booking of complaint shall be taken as reference for the purpose of calculation of duration of non-availability of the service. ISP should provide alternate arrangement in case of emergency. Status/fault report generated by the C-DAC's NMS (to the extent provided by the system) shall be taken as reference in situations where there is ambiguity about the timing and nature of fault. A fault docket number shall be provided on booking of complaint and the same shall be relayed by Email/SMS/Portal etc. ISP shall provide a portal for call logging other than eMail/SMS and telephone.
5. On receipt of complaint, the ISP shall make best efforts to localize the fault and restore the same at the earliest. C-DAC shall provide all necessary support for the same at best effort basis. The leased line shall be presumed to be restored, when it is tested to satisfaction of C-DAC. The fault duration shall be accounted accordingly. It will be the responsibility of the ISP to show proper working of circuit on end-to-end basis through use of test instruments by sending test data while at the same time keeping the bit error rate within limits. The link will be treated as restored as soon as the ISP is able to show end to end loss free clean data transfer using test instruments.
6. The ISP herein agree that C-DAC will have the sole and discretionary right to assess the performance(s) of the ISP`s offered services. And without any liability whatsoever, either direct or indirect, C-DAC may reject the services provided by the ISP, in part or in its entirety, without needing to offer any explanation to the ISP, either during the pre and or post-test period should the same be unsatisfactory and not be to the acceptance of C-DAC. The ISP`s covenants to be bound by the decision of C-DAC without any demure in such an eventuality.
7. The service availability should be monitored by ISP. In case, the problem is reported by C-DAC, the same should be rectified within three hours from the time of reporting. If it is major break down, incident report should be submitted by mentioning root cause, remedy steps taken, problem`s solution, committed resolution date and time etc. to CDAC.

## 5. Eligibility Criteria:

- 5.1 The ISP must submit the documents as listed at para 3 - Section - I of this document.
- 5.2 The ISP must have a valid Category “A” ISP license from Govt. of India (Attach a copy of the license) and it should be valid for another three years at the time of bidding.
- 5.3 The ISP should be a company registered under the Companies Act, 1956/2013 and should have been in the business for more than 5 years. The following documents should be submitted in support:
  - 5.4 Copy of Certificate of Incorporation.
  - 5.5 Copy of Memorandum & Articles of Association.
- 5.6 The ISP company must have requisite infrastructure and resources to successfully execute the order/project and provide services at the specified location (Attach a self- certified letter of compliance).
- 5.7 The ISP must have its own International Gateway (Attach a copy of DoT License/certificate document for the same).
- 5.8 The ISP must be a member of NIXI (National Internet Exchange of India) (Attach a copy of membership document) and must have peering with National Internet Exchange of India at minimum three locations (Attach document proof).
- 5.9 The ISP must have at least 10Gbps international peering capacity and must have their own/direct access to international gateway in India, for providing Internet bandwidth, which should be connected to international fibre cable system.
- 5.10 The ISP must have at least 04 International Points of Presence for peering with Tier 1 carriers to minimize numbers of hops and latency. The ISP should have Aggregate international capacity (from international gateway in India up to international Point of Presence) of at least 10Gbps (either peered or self-owned).
- 5.11 The international connectivity must have at least one of Trans-Atlantic and one Transpacific route (Attach Network layout diagram National / International connectivity). The international connectivity of ISP must be over redundant links at Trans-Atlantic and Trans-pacific routes.
- 5.12 The ISP must have ownership of at least one international cable system from India or either must have its peering capacity over at least one international cable system. (Provider should attach the proof). The ISP should be in Core ISP business at least for a period of last three years (attach documentary proof).
- 5.13 The ISP should be registered with TRAI for providing internet bandwidth service in India (attach a copy of the registration certificate).
- 5.14 The ISP must have sold more than 5Gbps Internet Bandwidth for the last three years and out of which at least five (5) must be equal to or more than

- 500Mbps (1:1). This service should be under successful operation for at least one (1) last year as reckoned from date of bid opening (Attach documentary proof).
- 5.15 The ISP must have fully resilient and self-healing network architecture, for both domestic backbone and international gateway in India (Attach network layout diagram and a self-certified letter of compliance).
  - 5.16 The ISP must have sufficient personnel in Pune to provide 24x7x365 customer support and must have centralized trouble ticketing tool for call logging, monitoring and troubleshooting purpose. The ISP must have a Toll Free/Local number for all the call logging and status update (Attach the Service Call escalation procedure with contact details (24x7x365)). The ISP must have Network management Centre with DR facility, at two different locations in India.
  - 5.17 The ISP must be ISO 9001:2015 and ISO 27001:2022 certified for the required services. Copy of the certificate should be submitted.
  - 5.18 The ISP should have solution for future scalability of bandwidth.
  - 5.19 The ISP should provide all operation, service and maintenance (inclusive of their hardware).
  - 5.20 The ISP would ensure that the local loop provisioning does not violate regulations as laid by Government of India/TRAI in respect of such links/networks. ISP will be responsible for making all the payments towards the local loop charges/rentals charges etc.
  - 5.21 The Core expertise of the ISP should be Data. Internet traffic should not be sent over Voice backbone.
  - 5.22 The ISP should comply with the OM & Order (Public Procurement No.1) ref. F.No.6/18/2019-PPD dated 23.07.2020. ISP to provide undertaking / certificate in this regard as per Annexure -F of this RFP.
  - 5.23 The ISP must submit a bid security declaration as per Annexure E of this RFP in lieu of Earnest Money Deposit (EMD)
1. The ISP should comply with the Public Procurement (Preference to Make in India) order No. P-45021/2/2017-PP(BE-II) of DPIIT dated 16<sup>th</sup> Sept 2020 (or as amended). ISP to provide undertaking / certificate in this regard mentioning the value (%) local (Make in India) contents as per Annexure G
  2. ISP should have a minimum average annual turnover of 100Cr. for the last three years ending 31st Mar 2024. The copy of the certificate from a Chartered Accountant for the last three financial years indicating the annual sales turnover of the ISP to be submitted.
  3. The ISP must not be blacklisted by C-DAC or any other Educational / R&D / Govt. Organizations, as on the date of Opening of the bids. A certificate or undertaking to this effect must be submitted (Annexure -A).

4. The ISP must quote and comply with all the items given in Schedule of Requirements - Section IV of this document and details of the same to be provided under Section VI.
5. The ISP must submit all the documents as per Document Checklist - Annexure I, with appropriate page nos. for the same. The flow of the submitted documents must be in the same order/sequence.

**Note:**

1. If in the view of ISP, any exemption / relaxation is applicable to them from any of the eligibility requirements, under any Rules / process/ Guidelines/ Directives of Government of India, ISP may submit their claim for the applicable exemption /relaxation, quoting the valid Rule/ process/ Guidelines/ Directives. In this case the ISP must submit necessary and sufficient documents along with the technical bid, in support of his claim. The decision about granting the exemption/relaxation will be taken by the bid evaluation committee which is empowered to grant exemption/relaxation. The relevant and valid certificates in support of claim of exemption must be submitted.
2. ISP should submit the relevant documents in support of the pre-qualification criteria stipulated above. C-DAC reserves the right to award/ reject the orders to any ISP without assigning any reason thereof.

**6. Project Implementation & Management**

A detailed project implementation schedule should be provided by the service provider, clearly mentioning the various stages of implementation and the milestones thereof. Processes involved in project management should be clearly mentioned and should include the following:

- i. Project Plan (Including network layout and redundant paths)
- ii. Single point of contact (SPOC)

The process and standard operating procedures involved in making configuration changes and technical support should be mentioned. Backup arrangements for all the technical operations and management should be made available.

**7. Terms & Conditions**

**6.1. Delivery Period and Installation**

- 6.1.1. The service provider shall be responsible for setting-up, installation and delivering of network services as ordered at the site and making them fully operational at no additional charge within four 6 to 8 weeks from the date of placement of the purchase order.
- 6.1.2. If the service provider fails to deliver and/or install all the equipment ordered within the stipulated time schedule or by the date mentioned

by C-DAC, it will be construed as a breach of contract and suitable Liquidated Damages would be levied.

- 6.1.3. This is a time bound and high priority project. It must be understood that the service provider has made the proposal after fully considering all such factors, which may have any bearing on the time schedule.

## **6.2. Termination for Insolvency**

C-DAC may at any time terminate the contract by giving written notice one (1) month in advance to the service provider, without compensation to the service provider, if the service provider becomes bankrupt or otherwise insolvent.

## **6.3. Termination for Convenience**

C-DAC having full authority to terminate the contract, in whole or in part at any time for its convenience. The notice of termination shall specify that termination is for the CDAC's convenience and the date upon which such termination becomes effective. CDAC can terminate the service agreement by giving one (1) month notice in advance to the service provider.

## **6.4. Termination for Default**

C-DAC having full rights to terminate the contract by giving written notice one (1) month in advance to the service provider in case the service provider fails to deliver the ISP connectivity as per the RFP meeting all the specified parameters (QoS, performance, stipulated bandwidth, uptime etc.). During the contract period or during any extension period requested by the Purchaser or in case of breach of contract or if the service provider fails to perform any other obligation(s) under the contract.

## **6.5. Passing of Property**

Ownership shall not pass to the C-DAC unless and until the ILL leased line has been delivered, installed, and accepted, in accordance with the conditions of the contract to the entire satisfaction of the C-DAC.

## **6.6. Unsatisfactory Performance**

The Parties herein agree that C-DAC shall have the sole and discretionary right to assess the performance(s) of the service provider components(s) and services, either primary and or final, and C-DAC, without any liability whatsoever, either directly or indirectly, may reject the system(s), services, component(s) provided by the service provider, in part or in its entirety, without needing to offer any explanation to the service provider, either during the pre and or post-test period. The service provider must bind by the decision of C-DAC without any demure in such an eventuality.

### **6.7. Duration of the Order**

The duration of the order would be valid for a maximum of three (3) years from the date of final acceptance letter issued by C-DAC. The service provider must note that after acceptance of the desired connectivity up to end location on the required speed by CDAC, it must be kept operational for three (3) years.

### **6.8. Order Cancellation**

C-DAC reserves its right to cancel the order in the event of one or more of the following situations:

- a Delay in installation beyond eight (8) weeks from the date of acceptance of Purchase Order. However, under extraordinary circumstances, the installation period can be extended if C-DAC is satisfied that there is a genuine case.
- b SLA parameters mentioned in this document are not being met in any billing quarter.
- c Service availability drops below 97% in any two billing quarters (excluding planned outage) in a calendar year.

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

## SECTION IV - SCHEDULE OF REQUIREMENT

This section covers the entire scope of work, Service Availability, SLAs, Penalty Conditions, BOQ, Un-Priced Commercials and Payment Terms etc.

### 1. Scope of Work

- 1.1. The service provider should install, test and commission the 500Mbps ILL on turnkey basis at C-DAC's Pune University campus (STP Building).
- 1.2. ISP shall provide min 20nos. of Static Public IP addresses to C-DAC. No restrictions shall be applied on these IP addresses. However, ISP shall provide the clean pipe mitigating DOS/DDOS and known attacks. Suitable filters to handle / avoid Command and Control Centre Traffic is deemed.
- 1.3. ISP shall provide the required support to ensure that the provided static Public IP addresses are white-listed back in case if they are black-listed.
- 1.4. C-DAC shall be able to use the allocated IP addresses to host websites and seamlessly access the Internet.
- 1.5. C-DAC shall be provided with 4 commercial SIM cards dedicated for SMS service, with a combined delivery capacity of 2000 SMS per day. These SIM cards shall be from different service providers to ensure service continuity in the event of failure or downtime of any individual provider.
- 1.6. The required bandwidth of 500Mbps should be provided from activation of link and throughout during the contract period.
- 1.7. The solution offered by the service provider should have the built-in link redundancy (Protection path) by providing multiple physical paths from two separate POPs. The service provider should submit the relevant document in support of the same and also need to be demonstrated.
- 1.8. In case of fibre cut or issue in the main path, the circuit should still be available for use through its protection path.
- 1.9. In case the prospective ISP is already providing leased line services like ILL or Point to Point at the commissioning site, the service provider has to provision the required ILL through a different PoP.
- 1.10. The service provider must provide a suitable software/method to securely access the service provider's NMS portal for monitoring and recording of uptime, packet loss and bandwidth usage of the point-to-point link on Hourly/Daily/Weekly/Monthly and custom defined period basis. The software tool and its cost should be included in the solution.
- 1.11. The service provider should supply the network devices and other items which are required for establishment of ILL. The service provider shall arrange to deliver and install their necessary hardware at NOC for commissioning the link to the respective places at their cost.
- 1.12. The service provider shall be fully responsible for establishment of ILL. The service provider shall do end to end activities about commissioning of ILL.

- 1.13. The service provider should configure the devices in consultation with C-DAC official during implementation.
- 1.14. The service provider shall do cabling required for establishment of ILL at the ordered location at their costs. The service provider shall ensure the link condition before connecting to network equipment.
- 1.15. The service provider shall be responsible for checking whether the link is feasible and site is made ready as per the requirement before installing the mux, network equipment, etc. The C-DAC deliverables include supply of UPS power, earthing, Precision AC (PAC) and providing space for keeping the network equipment including rack (if any).
- 1.16. All the cabling for ILL at the site shall be neat and structured. The service provider shall do the cabling through PVC conduit/casing/flexi-pipe or HPDE as applicable. The service provider shall document the cabling path along with equipment/rack layout and get it approved by the C-DAC before actual installation.
- 1.17. The service provider should deliver the following.
  - 1.17.1. Solution design and details of implementation, offering the features, security details, etc.
  - 1.17.2. Project completion report detailing site, circuit id, equipment/rack layout, cabling, network connectivity, configuration etc.
- 1.18. Project implementation document should be comprehensive to enable the CDAC to refer to any details at a future date in case of fault/errors or maintenance/upgradation.
- 1.19. Service centre contact (E-Mail and Telephone) and support details along with escalation matrix.
- 1.20. The details of equipment supplied by the ISP to commission the ILL link.
- 1.21. The service provider shall own the responsibility to demonstrate the link establishment as per the specification / performance stipulated by C-DAC.
- 1.22. The details of necessary equipment supplied by the service provider to commission the link should be submitted to C-DAC for record purpose.
- 1.23. The service provider shall ensure that the support for maintenance of link is available during entire contract period on 24x7x365 basis.
- 1.24. As per time-to-time requests from C-DAC, the service provider should ensure high availability / service availability of the leased line for a specific / requested period.
- 1.25. The service provider should take all the necessary and applicable permissions from the concerned authorities for digging, laying and connecting the devices.
- 1.26. As and when C-DAC requests for bandwidth, latency checks, the service provider should be able to perform the required tests and produce documents about latency, bandwidth details to C-DAC.
- 1.27. The service provider should submit the circuit availability report for which the quarterly bill is submitted.

- 1.28. The service provider should submit the circuit availability report for the asked period within four (4) hours of generation of request from C-DAC.
- 1.29. The service provider must install, commission, integrate, and test the ILL of 500Mbps bandwidth on turnkey basis at the site. The entire system must be able to provide a sustained Internet bandwidth of not less than requested bandwidth (1:1).
- 1.30. Required bandwidth (Committed information rate i.e., 500Mbps) must be provided from activation of link and throughout during the contract period.
- 1.31. The termination of the last mile connection is to be made at NOC of the said location. C-DAC Pune will provide the required Ethernet Switch for terminating the connectivity over Ethernet.
- 1.32. The ISP must be responsible for checking the feasibility at the said location for providing the ILL. If any earthwork is involved in and around the said location for providing the connectivity, it is responsibility of ISP to get the permission from concerned authorities and at their cost.
- 1.33. Installation and configuration of all hardware/software required for implementation of services up to the Ethernet point provided to the C-DAC Pune must be sole responsibility of the ISP and done at their cost. The ISP must also do the cabling through PVC conduit/casing/flexi-pipe and shall document the cabling path along with equipment/rack layout and get it approved by the C-DAC before actual installations. All the cabling and associated works regarding the ILL termination shall be done in neat and structured way.
- 1.34. The ISP must supply the network devices/components and other items which are required for establishment of ILL. The ISP must arrange to deliver their necessary hardware for commissioning the link to the respective place at their cost.
- 1.35. The ISP has to provide detail information of the active/passive components/devices that ISP going to place in C-DAC Pune for providing the connectivity. All the associated hardware to provide the last mile connectivity, such as modems/converters multiplexer/Battery and other active /passive components will be the responsibility of the ISP. If C-DAC Pune needs to provide rack space for all the ISP components, detailed information regarding the rack space requirement of each component in "U" size needs to be provided.
- 1.36. The ISP is responsible for management and annual maintenance of all the devices/components kept by them regarding the ILL.
- 1.37. Complete detail of service provisioning including offered bandwidth, termination details etc. are to be clearly stated. ISP must ensure that the local loop provisioning does not violate regulations as laid by Government of India / TRAI in respect of such links / networks.
- 1.38. The selected ISP shall own the responsibility to demonstrate the link establishment are as per the specification / performance stipulated by C-DAC and as committed by the ISP.

- 1.39. The bandwidth must be supplied in full as per ordered specifications. Testing and acceptance will be done at C-DAC end points wherein following parameters and cases needs to be demonstrated to C-DAC's satisfaction.
- 1.40. Bandwidth test sustaining 500Mbps of throughput for 4Hrs.
- 1.41. Latency test within India sustained latency of  $\leq 80$  milli seconds (RTT) for 4 Hrs.
- 1.42. Physical path failover from Primary to Protection link in case of issue with the primary link.
- 1.43. C-DAC reserves the right to reject the order if it is not conforming to the approved specifications. No payment will be made for the rejected items. C-DAC would be carrying out tests to see if the integration has happened with C-DAC's infrastructure and check for trouble-free operation of the complete system. Service provider should provide testing and integration period of at least five (5) working days for the complete migration and roll out of the services. There shall not be any charges payable by C-DAC during this period. C-DAC will accept billing the system on successful completion of the above acceptance tests.

## **2. Procedure for Fault Booking, Escalation & Help Desk**

- 2.1. The service provider must set up adequately manned Help Desk to enable fault booking and any operational problem pertaining to network.
- 2.2. The Help Desk must operate on 24x7x365 basis. The Help Desk must keep a full record of fault / complaint booked and action taken in respect of each complaint.
- 2.3. The service provider should provide prescribed fault booking (through telephone, eMail, SMS, Portal), escalation chart and operational procedure in detail to enable C-DAC to book the complaint.
- 2.4. The data from C-DAC's NMS shall be taken as reference for the purpose of calculation of duration of non-availability of circuit.
- 2.5. Availability report generated by the C-DAC's NMS (to the extent provided by the system) shall be taken as reference in situations where there is ambiguity about the timing and nature of fault.
- 2.6. A fault docket number shall be provided on booking of complaint and the same shall be relayed by electronic mail, etc.
- 2.7. The service provider shall make best efforts to localize the fault and restore the same at the earliest. The C-DAC shall provide all necessary support for enabling testing of the circuit. Circuit shall be presumed to be restored when the service provider has tested the circuit to the satisfaction of C-DAC. The fault duration shall be accounted accordingly. It will be the responsibility of the service provider to show proper working of circuit. The link will be treated as restored as soon as the service provider is able to show loss free clean data transfer at the committed bandwidth rate.

### 3. Service Availability

- 3.1. As and when C-DAC requests for bandwidth, latency checks, the ISP should be able to perform the required tests and produce documents about latency, bandwidth details to C-DAC without any additional cost.
- 3.2. Service Level Agreement (SLA) must be signed between C-DAC Pune and the ISP, wherein the penalty clause as given below is to be accepted. The SLA should be part of the proposal and in case of any degradation of service at any point during agreement period; the penalty conditions will be invoked.
- 3.3. The service provider is responsible for the comprehensive maintenance after the acceptance of installation. C-DAC is not liable to make any extra payment.
- 3.4. 99% service availability shall be provided (excluding planned outage).
- 3.5. The service provider should rectify the faults within three (3) hours of occurrence of outage.
- 3.6. Planned outage should not exceed nine (9) hours in a billing quarter subject to maximum of four (4) hours at a stretch.
- 3.7. The ISP must guarantee 99.5% or more of 500Mbps (1:1) network availability per calendar month.
- 3.8. The service provider must adhere to the following parameters to sign service level agreement (SLA).

Sr.No.	SLA description	SLA
1	Operation of Network	24x7x365 basis
2	Circuit uptime % on quarterly basis	99.5%
3	Location	Latency(maximum) - RTT
	US West Coast	<=270ms
	US East Coast	<=300ms
	UK	<=190ms
	Singapore	<=125ms
	With-in India	<=80ms
4	Average Time to repair link failures	<= 3 hours
5	Packet loss on link	<1% (average over 100 ping) at any given point of time
6	Average Maintenance Outage per month	Three (3) hours (with prior notice and confirmation from C-DAC)
7	Link failover/redundancy occurs	<= 50 milli seconds
8	Fault reporting Help Desk (Toll Free)	24x7x365

If the ISP does not meet its commitments on any of the criteria mentioned above of Network Service availability and Network Uptime during any quarter, then penalty as per mentioned below (Penalty conditions) will be applicable.

#### 4. Penalty Conditions

4.1. If the service provider does not meet its commitments on any of the criteria mentioned above including network service availability, latency commitments and throughput, the below mechanism will be followed for releasing the payment.

- a. Let X is the total payable amount at the end of a billing quarter. This amount will be payable only if the link service availability is or above 99%.
- b. If the link service availability is less than 99%, then 10% of the amount X will be deducted and 90% of X will be paid.
- c. If the link service availability less than 98%, then 20% of the amount X will be deducted and 80% of X will be paid.
- d. Further, if service availability is less than 97%, C-DAC will not make any payment for the billing quarter.
- e. Service availability Penalty in % of total monthly payment:

Sr. No.	Service availability (Quarterly) in Percentage	Penalty in % of total quarterly payment
1	>= 99%	0
2	<99%	10
3	<98%	20
4	Less than 97%	No amount will be paid

4.2. Kindly note the following points.

- a. Down time due to the following situations will not be considered for the purpose of penalty calculation for downtime.
  - i. Link down due to power failure i.e. Customer Premises Equipment (CPE) switch off at the C-DAC locations.
  - ii. Scheduled maintenance by the service provider with prior intimation to CDAC.
  - iii. Natural disaster like earthquake, etc.
- b. Latency: To measure latency within India, C-DAC will randomly check from CDAC node to any of the key Routing/monitoring node placed across India of ISP (other than the next hop from CDAC) and to measure latency across international locations, it must be checked from the ISP`s international gateway to above mentioned end point`s international gateway. In case of non-adherence of SLA latency limit, the link will be considered as down

with effect from time of detection till the time the SLA latency limit is restored.

- c. MTTR, Packet loss and Link fail-over will be calculated from Network Monitoring System (NMS) installed at C-DAC.

**5. Penalty for delayed Delivery /Services**

5.1. C-DAC reserves the right to levy penalty @ of 0.5 % of order value per week of delay beyond the scheduled deliveries / execution of the order successfully, subject to maximum of 5% of the order value. This amount will be deducted on the overall order value and the quarterly payment will be done accordingly. The delay in delivery not attributed to Supplier viz. delay in site preparation, delay in submission of required documents by C-DAC etc. and the conditions arising out of Force Majeure will not be considered for calculating penalties. C-DAC reserves the right to cancel the order(s) in case of delays of more than 10 weeks.

5.2. Uptime of the ILL link must be maintained as per table below:

Parameters	Penalty
Less than 98% but more than 97% in a quarter	Penalty @0.2% of the order value per quarter.
Less than 97%	Penalty @1% of the order value per quarter.
Less than 95%	CDAC reserves the right to terminate the contract and invoke the performance bank guarantee.
Capping	The maximum penalty as stipulated above put together including Point 9.1 and 9.2 will be capped to 10% of the order value.

***(END OF SECTION IV)***

**ANNEXURE - A: COVERING LETTER**

Date:

To:

**The Executive Director,  
Centre for Development of Advanced Computing (C-DAC)  
Innovation Park, Panchavati, Pashan Road,  
Pune - 411008 Maharashtra, INDIA**  
Subject: Submission of bid for .....

Dear Sir,

We, the undersigned, offer to supply ....., in response to your Tender No ----- We hereby submitting our proposal for same, which includes technical bid and the Financial Bid through GEM portal

We hereby declare that all the information and statements made in this bid are true and we accept that any misinterpretation contained in it, may lead to our disqualification.

We undertake that the products offered are not nearing end-of-life / end-of-support Five years down the line from the date of bidding, from OEM.

We undertake, if our proposal is accepted, to submit a Performance Security / PBG of 5% of the contract / order value, as per terms stipulated in the tender.

We hereby declare that the services mention in this ordered will be supplied, installed within 60 days positively.

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

We agree to abide by all the terms and conditions of the tender document, including corrigenda. We would hold the terms of our bid valid for 120 days as stipulated in the tender document & the prices offered till the end of the execution of the Order.

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

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

Yours sincerely,

**Authorized Signatory:**

**Name and Title of Signatory:**

**e-mail:**

**Mobile No:**

**ANNEXURE - B: AUTHORITY LETTER**

Date:

To:

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

**Subject: Authority Letter**

Reference: Tender No. -----

Dear Sir,

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

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

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

**Signature and company seal**

**Name**

**Designation**

**Email**

**Mobile No.**

**ANNEXURE C - UNDERTAKING BY PRINCIPAL MANUFACTURER**

(To be submitted in Original on Letterhead)

Date:

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

Subject: Undertaking by Principal Manufacturer against tender no. \_\_\_\_\_ for  
Supply/ Installation of .....

Dear Sir, `

We, M/s \_\_\_\_\_ (*Name of the manufacturer*) having registered office at  
\_\_\_\_\_ (*address of the manufacturer*) by virtue of being manufacturer for  
\_\_\_\_\_ (*Name of the product/s*), hereby certify that M/s \_\_\_\_\_ (*Name of  
the ISP*) having their office at \_\_\_\_\_ (*Address of ISP*) are our Authorised System  
Integrator and to submit offer, supply, install and provide after sales support for our range  
of products offered by them to meet the above mentioned tender requirements, at same  
cost, terms and conditions.

Within the scope of requirement as per the tender mentioned above, we undertake to  
provide technical & other support towards fulfilling the requirements of installation,  
Commissioning, acceptance criteria and product warranty services of the UPS, Batteries  
etc. to be supplied and installed at C-DAC site by M/s. (Name of ISP) against said tender.

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

The undersigned is authorised to issue this certificate on behalf of M/s \_\_\_\_\_  
(*Name of the manufacturer*).

For M/s \_\_\_\_\_ (*Name of the manufacturer*)

**Signature & company seal**

**Name**

**Designation**

**Email**

**Mobile No.**

**ANNEXURE D - PROFORMA OF BANK GUARANTEE**

(on non-judicial paper of appropriate value)

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

BANKS GUARANTEE NO:

DATE:

Dear Sir(S)

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

The conditions of this order provide that the vendor shall,

1. Arrange to deliver the items listed in the said order to the consignee, as per details given in said order, and
2. Arrange for the comprehensive warranty service support towards the items supplied by vendor at sites anywhere in India, as per the warranty clause in said purchase order.

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

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

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

This undertaking guarantee shall be in addition to any other undertaking or guarantee or security whatsoever the that C-DAC may now or at any time have in relation to its claims or the Supplier's obligations/liabilities under and / or in connection with the said contract and C-DAC shall have the full authority to take recourse to or enforce this undertaking

guarantee in preference to the other undertaking or security (ies) at its sole discretion and no failure on the part of C-DAC in enforcing or requiring enforcement of any other undertaking or security shall have the effect of releasing the bank from its full liability hereunder.

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

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

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

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

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

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

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

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

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

Notwithstanding anything contained herein:

- A. Our liability under this guarantee shall not exceed Rs \_\_\_\_\_ (in words)
- B. This bank guarantee shall be valid up to \_\_\_\_\_ & unless a suit for action to enforce a claim under guarantee is filed against us within six months from the date of expiry of guarantee. All your rights under the said guarantee shall be forfeited and we shall be relieved and discharged from all liabilities there after i.e. after six months from the date of expiry of this Bank guarantee
- C. We are liable to pay the guaranteed amount or any parts thereof under this bank guarantee only and only if you serve upon us a written claim or demand or before \_\_\_\_\_
- D. The Bank guarantee will expire on (Min 62 months from the date of successful installations and acceptance of the items in the order) \_\_\_\_\_

**Granted by the Bank**

(SEAL)  
For (Name of Bank)  
Yours faithfully,

**SEAL OF THE BANK**  
**Authorised Signatory**

**Date:**  
**Seal:**

## Annexure E

Date:

To:

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

**Subject: Undertaking as per GFR - 2017, Rule 170(iii)**

Dear Sir,

We, the undersigned, offer to Supply the ..... as per tender at C-DAC, Pune, in response to your Tender No ..... We are hereby submitting our proposal for same, which includes Technical bid and the Financial Bid through www.eprocure.gov.in. As a part of eligibility requirement stipulated in said tender document, we hereby submit a declaration in lieu of Earnest Money Deposit (EMD), as given below:

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

Yours sincerely,

**Authorized Signatory:**

**Name and Title of Signatory:**

**e-mail:**

**Mobile No:**

**ANNEXURE F - CERTIFICATE/UNDERTAKING FROM ISP**

(ON COMPANY'S LETTERHEAD)

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

Ref: Tender / Inquiry No. .... dt. ....

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

In view of this, we certify that,

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

OR

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

(Delete whatever is not applicable) For (Name of ISP)

Authorised Signatory (Name & Signature) (Company's Seal)

**ANNEXURE G - MAKE IN INDIA DECLARATION**

**(PLEASE SUBMIT THE CERTIFICATE AS PER FORMAT GIVEN BELOW -  
TO BE SUBMITTED BY COST ACCOUNTANT OR STATUTORY AUDITOR)**

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

Sub: Tender for .....  
Ref: Tender / Inquiry No. ....

We hereby certify that the services being offered by us vide our proposal, comply with the provisions of the Make In India Order No. P-45021/2/2017-PP(BE-II)-Part (4) Vol.II dated 19.07.2024 issued by Public Procurement Section, Department of Promotion of Industry and Internal Trade (DPIIT), Ministry of Commerce & Industry, GoI along with achieving Minimum Local Content as declared by the relevant Ministries/ Departments.

We also certify that, we are not from a country sharing land border with India as defined in Order No.F.7/10/2021-PPD (1) (Public Procurement No. 4) dated 23.02.2023 issued by Procurement Policy Division, Department of Expenditure, Ministry of Finance, GoI and the goods/software offered by us comply with the provisions of said order (details provided below).

**We hereby certify the details pertaining to services offered by us, against the tender requirement is given below:**

Sr No	Item Description of Services	Country of origin OEM	Country of Manufacture of item	Percentage of local contents	Details of the location(s) at which the local value addition is made
1	--- Details of services ----				

*Note 1: The Country of origin / manufacturing, should be declared for services being offered.*

*Note 2: CDAC reserves the right to Accept / Reject / Cancel the bid / ISP, at its sole discretion, based on the responses received against the MII and Land border sharing declarations submitted by the ISPs / vendors.*

For (Name of ISP)  
Authorized Signatory Name & Designation:  
Mobile No:

### ANNEXURE H - DOCUMENTS LIST / INDEX

Sr. No.	Description	Page No (s)
1	Annexure-H duly filled and neatly arranged in the following sequence only. The ISP must submit all the documents as per Document Checklist - Annexure H, with appropriate page no's for the same. The flow of the submitted documents must be in the same order/sequence.	
2	Covering letter, as per <b>Annexure - A</b> .	
3	Authority letter, as per <b>Annexure - B</b> .	
4	Demand draft/BG towards Earnest Money Deposit or <b>Annexure-E</b>	
5	A copy of Certificate of Incorporation, Partnership Deed / Memorandum and Articles of Association / any other equivalent document showing date and place of incorporation, as applicable, in support of eligibility criteria.	
6	Copies of PAN and GST registration certificates, as applicable.	
7	The detailed technical solution offered as per format given in <b>Section - IV</b> .	
8	Unpriced FINANCIAL BID ( <b>without rate/prices</b> )	
9	Compliance statement indicating the compliance of the ISP solution offered with the tender specifications.	
10	The copies of audited Profit and Loss Accounts <b>OR</b> the certificate from a Chartered Accountant certifying the annual sales turnover of the ISP for the last 3 financial years.	
11	The undertakings from the Principal Manufacturers (OEMs) of equipment's/ items offered as per <b>Annexure - C</b> .	
12	Other documents necessary in support of eligibility criteria, product catalogues, brochures etc.	
15	The ISP must submit all the documents as per Document Checklist - <b>Annexure H</b> , with appropriate page no's for the same. <u>The flow of the submitted documents must be in the same order.</u>	
16	The ISP must not be blacklisted by any Govt. Organizations as on date of submission of the bids. A certificate or undertaking to this effect must be submitted ( <b>Annexure - A</b> ).	
17	Undertaking towards compliance to Land Border Sharing OM / Order as per Annexure F	
18	Undertaking/ Declaration towards compliance to Make in India OM / Order as per Annexure G	
19	Any other document needs to be added with proper description in this list, serially and page numbered properly.	

\* \* \* END OF DOCUMENT \* \* \*