

Centre for Development of Advanced Computing

A Scientific Society of Ministry of Electronics & Information Technology,
Government of India

CDAC Knowledge Park, No. 1, Old Madras Road, Baiyypanahalli,
Bengaluru - 560038

Tel: +91-80-25093400

mmg-blrkp@cdac.in

www.cdac.in

Tender No: CDACB/ADMIN/CWLL/2025-26/001

CDAC, Bengaluru invites bids for

“Construction of Compound wall, connecting roads, Main & Rear gates
and associated activities at C-DAC Electronic City Campus, Bengaluru”

Prospective Bidders may download the Tender Document from www.cdac.in / <https://eprocure.gov.in/eprocure/app>. Bidders are advised to go through instructions provided at 'Instructions for online Bid Submission' and submit duly filled bids online on the website <https://eprocure.gov.in/eprocure/app> as per the schedule given in the Tender Document.

**Invitation to Tender (ITT)
for**

**Construction of Compound wall, connecting roads, Main & Rear gates
and associated activities at C-DAC Electronic City Campus, Bengaluru**

Salient features of the Tender:

1.	Tender Enquiry No.	CDACB/ADMIN/CWLL/2025-26/001 dated June 24, 2025				
2.	Type of bidding	Open Domestic Competitive Bidding (Two Bid System)				
3.	Tender type	<table border="1"><tr><td>e-Tender</td><td>√</td></tr><tr><td>Manual</td><td>X</td></tr></table> Bids are to be submitted online at https://etenders.gov.in/eprocure/app	e-Tender	√	Manual	X
e-Tender	√					
Manual	X					
4.	Brief Description of Work	Construction of Compound wall, connecting roads, Main & Rear gates and associated activities at C-DAC Electronic City Campus, Bengaluru Refer Technical Specification (Section - 2) for further details.				
5.	Availability of Tender Document	From 24.06.2025 to 14.07.2025 18:30 hrs on following websites: (i) e-Procurement portal of Government of India: https://etenders.gov.in/eprocure/app (ii) CDAC's website: http://www.cdac.in Note: 1. Bids are to be submitted on e- Procurement portal of Government of India referred at sl. no. (i) above only. 2. CDAC may issue Addendum(s)/Corrigendum(s) to the Tender document, if any, which will be published on above websites only.				
6.	Cost of bidding document (Non-Refundable)	Nil				
7.	Earnest Money Deposit	Rs. 5,20,000/- (Rupees Five Lakh Twenty Thousand Only) Note: 1. EMD exemption not applicable to MSEs as the Works contracts are not under the purview of the MSE Purchase Preference Policy. 2. Start-Ups recognized by DIPP, Ministry of commerce, GOI and CPSEs are exempted from submission of EMD and they are required to submit relevant valid				

		documentary proof towards exemption along with technical bid of the tender. The certificate should mention the relevant category. 3. Refer EMD clause of ITB for further details.
8.	Due date & time for Submission of Bid	July 14, 2025 18 30 Hrs
9.	Date & time of opening of technical bid	July 16, 2025 9 00 Hrs
10.	Completion time	90 days from the date of issue of Work Order
11.	Offer Validity	120 days from the due date or extended due date (as applicable) of opening of technical bid.
12.	Pre-bid meeting	A pre-bid meeting in hybrid mode will be held on June 27, 2025, at 11:30 Hrs (IST) at the location indicated at Sl. No. 14 below. Interested bidders who would like to join online may please forward their request by email to mmg-blrqp@cdac.in for the details of the link. Clarification / Queries with regard to subject tender shall be sent through e-mail to mmg-blrqp@cdac.in
	Join by meeting number Meeting number (access code): Will be shared Meeting password:	
13.	Helpdesk for e-Tendering	For any technical related queries please call at 24 x 7 Help Desk Number: 0120-4001 002 / 0120-4001 005 / 0120- 4493395 E-Mail Support: For any Issues or Clarifications relating to the published tenders, bidders are requested to contact the respective Tender Inviting Authority Technical - support-eproc@nic.in Policy Related - cphp-doe@nic.in
14.	Contact details of tender dealing officer.	Material Management Group Centre for Development of Advanced Computing (C-DAC) CDAC Knowledge Park, No. 1, Old Madras Road, Baiyypanahalli, Bengaluru - 560038, INDIA Tel No.: +91-80-25093400, E-mail: mmg-blrqp@cdac.in

Dear Sir / Madam,

Centre for Development of Advanced Computing (hereinafter referred to as C-DAC), Bengaluru invites online bids from prospective bidders with the best & binding offer for Construction of Compound wall, connecting roads, Main & Rear gates and associated activities at C-DAC Electronic City Campus, Bengaluru

Section – 1	Instructions to Bidders (ITB)
Section – 2	Technical specification
Section – 3	Special Conditions of the Contract
Section – 4	BOQ / Price schedule Format
Section – 5	Formats / Attachments

Note:

- a) **This is a ‘NO DEVIATION’ tender and bidders taking deviations in any terms & conditions of the tender may be rejected.**
- b) The bidder shall upload a scanned copy of all the Sections, its attachments and this ITT along with their bid. These documents must be duly filled as applicable and signed on each page, serving as a token of acceptance of all the terms and conditions of the tender enquiry by the bidder.
- c) Bidders **shall ensure that bids are submitted taking cognizance of all corrigenda / addenda, if any.**

Section - 1

Instructions to Bidders (ITB)

1.0 Scope of Work

Construction of Compound wall, connecting roads, Main & Rear gates and associated activities at C-DAC Electronic City Campus, Bengaluru.

Refer Technical Specification (**Section - 2**) for further details.

2.0 Eligibility Criteria

Bidders who wish to participate in the tender shall fulfil the following eligibility criteria:

2.1. Technical Eligibility Criteria

2.1.1. The bidder must have experience for number of years as indicated above in bid document (ending month of March prior to the bid opening) for having executed similar works in any Central / State Govt Organization / PSU during last Five (05) years ending last day of the month previous to the one in which bids are invited:

- a) Three similar completed works each costing not less than the amount equal to 40% of the estimate cost

OR

- b) Two similar completed works each costing not less than the amount equal to 50% of the estimated cost

OR.

- c) One similar completed work each costing not less than the amount equal to 80% of the estimated cost.

Similar work(s) means “**Construction/Repair Work**”

2.1.2. The Bidder shall submit documentary evidence of the following in support of meeting the above technical eligibility criteria:

- a) Work Orders / Purchase orders / Contract Agreements of Construction/Repair Works.
- b) Towards proof of execution of work order, bidder to submit completion / installation / execution certificate(s) issued by purchaser / end user clearly indicating reference no. of Work order / purchase order / contract agreement, work description, value executed and actual date of execution / completion which shall be before the date of this tender publication. In case, completion certificate is not issued by the purchaser / end user, a copy of the final invoice along with proof of receipt of payment can also be submitted.

2.2. Financial Eligibility Criteria

The average annual financial turnover of the Bidder during last (3) three consecutive financial years ending 31st March' 2024 shall not be less than **Rs. 8,00,00,000/- (Rupees Eight Crores Only)**.

In order to substantiate the above turnover requirement, bidder shall submit signed copy of **Audited Annual Financial Reports** clearly indicating the details of the Membership No. & Firm No. of the Chartered Accountant and the UDIN, if required, as per guideline of ICAI.

In case of Companies / Firms which are less than three (3) years old, the average annual turnover of the bidder shall be calculated by considering the turnover as per the audited annual report or Chartered Accountant's certificate submitted by the bidder for the available period divided by three (3).

In case of Companies / Firms which are more than three (3) years old, bidders are mandatorily required to submit audited reports or CA certificate for all the three (3) consecutive financial years failing which their offer will be liable for rejection.

In case of non-availability of audited annual reports for any genuine reasons, as an alternate, with reasoned proof, the bidder may submit certified annual turnover from a practicing-chartered accountant, duly notorised, in support of their financial credentials, in lieu of annual reports.

3.0 Eligible Bidders

The Bidder may be an Individual, Proprietorship firm, Partnership firm, Company registered under Companies Act. The Bidders shall be eligible to participate only if they fulfill the eligibility criteria stipulated elsewhere in this tender.

4.0 Conditions for Start-up Companies

As defined by Department of Policy & Promotion (DIPP) an entity shall be considered as a 'start-up'

- 4.1. Up to a period of ten (10) years from the date of incorporation/ registration, if it is incorporated as a private limited company (as defined in the Companies Act, 2013) or registered as a partnership firm (registered under section 59 of the Partnership Act, 1932) or a limited liability partnership (under the Limited Liability Partnership Act, 2008) in India.
- 4.2. Turnover of the entity for any of the financial years since incorporation/ registration has not exceeded one hundred crore (100 Cr) rupees.

- 4.3. Entity is working towards innovation, development or improvement of products or processes or services, or if it is a scalable business model with a high potential of employment generation or wealth creation. Provided that an entity formed by splitting up or reconstruction of an existing business shall not be considered a 'Startup'.
- 4.4. Provided further that in order to obtain benefits a Startup so identified under the above definition shall be required to be recognized as Startup by Department of Industry & Internal Trade (DPIIT) subject to meeting of quality and technical specifications. Startups may be MSMEs or otherwise.
- 4.5. Provided further that in order to obtain benefits a start-up so identified under the above definition shall be required to obtain a certificate of an eligible business from the Inter-Ministerial Board of Certification/certificate of recognition issued by Department of Industrial Policy and Promotion, Ministry of commerce & Industry, Govt of India.

5.0 Earnest Money Deposit/ Bid Security

- 5.1. The Earnest Money Deposit (EMD) must be submitted prior to the DUE DATE & TIME of submission of the online technical bid. The EMD/BG will be returned to the bidder(s) whose offer is not accepted, within 30 days from the date of opening of price bid(s). In case of the bidder whose offer is accepted, the EMD will be returned on submission of Security Deposit (Refer EMD Clause in Section 3). However, if the return of EMD is delayed for any reason, no interest/ penalty shall be payable to the bidder.
- 5.2. The successful bidder, on award of contract / order, must send the contract/ order acceptance in writing, within 10 days of award of contract/ order, failing which the EMD will be forfeited and the order will be cancelled.
- 5.3. The EMD may be forfeited:
- If the bidder withdraws the bid during the period of bid validity specified in the bid.
 - In case a successful bidder fails to furnish the Security Deposit.
- 5.4. Mode for submission of EMD shall be in the form of 'Digital payment' i.e., online banking transaction i.e., IMPS/NEFT/RTGS etc. While remitting, the bidder must indicate EMD and tender/E-tender no. under remarks. Bidders shall be required to submit/ upload the successful transaction details along-with their bid/e-bid in addition to forwarding the details to dealing officer through email/letter with tender reference number immediately after remittance of EMD.

The Account details of CDAC are given below:

Bank	- State Bank of India
Account No.	- 54005316791
Branch	- Kasturi Nagar Branch, Bengaluru
IFS Code	- SBIN0010365

- 5.5. **Start-Ups recognized by DIPP, Ministry of commerce, GOI and CPSEs are exempted from submission of EMD and they are required to submit relevant valid documentary proof towards exemption along with their technical bid of the tender. The certificate should mention the relevant category.**

Note: Exemption to EMD is not applicable to MSEs for this Works tender as Works contracts is not under the purview of the MSE purchase preference policy.

6.0 Site visit

- 6.1. Bidders are advised to visit the site and obtain all information that may be necessary for preparing the Bid and entering into a Contract for the required job. The costs of visiting the site shall be borne by the Bidder. The Bidder or any of his personnel or agents shall be granted permission by the CDAC to enter upon its premises upon prior intimation to CDAC with company details.
- 6.2. The Bidder shall not be entitled to hold any claim against CDAC for non-compliance due to lack of any kind of pre-requisite information as it is the sole responsibility of the Bidder to obtain all the necessary information with regard to site, surrounding, working conditions, weather etc. before submission of the bid.
- 6.3. For the purpose of site visit, Bidders will forward the requests on their letterhead accompanied by bio-data for security clearance to the officer whose details are given below:

Materials Management Group (MMG)
Centre for Development of Advanced Computing (C-DAC), Knowledge Park,
No. 1, Old Madras Road, Baiyypanahalli, Bengaluru 560038, INDIA
Mail id - mmg-blrqp@cdac.in

7.0 Clarification on tender documents

- 7.1. It shall be the responsibility of the bidder to ensure that the bid has been submitted in the required format and as per the requirements and terms & conditions of the tender document and no change should be made therein.

In the event of any doubt regarding the terms & conditions / formats, the person(s) concerned may seek clarification from CDAC before submission of the bid. **Such clarifications should be necessarily obtained at least 02 (two) days prior to pre-bid meeting (in cases where pre-bid meeting is scheduled) (or) 5 days before the due date / extended due date for submission of the tender in cases where pre-bid meeting is not scheduled. Bidder shall, thereafter, submit their offer strictly as per terms and conditions of Tender document. Delay in obtaining clarifications shall not entitle the bidder to seek extension in the due date for submission of the tender.**

- 7.2. CDAC shall not be obliged to respond to any queries which it receives after the deadline stipulated in tender. Any modification of the Tender Document, which may become necessary as a result of Pre-bid clarification / query, shall be made exclusively through issue of an Addendum / Corrigendum. The Addendum / Corrigendum, if any, will be uploaded on e-Procurement portal (<https://etenders.gov.in/eprocure/app>) and websites indicated in the ITT. The same shall become part of the Contract Document / work order. However, in case any query remains un-replied, it shall be construed that in respect of those queries, the respective stipulation of the tender document shall continue to apply and / or no new stipulations made w.r.t. those queries.

8.0 Submission of Bid

- 8.1. The Bid documents shall be neatly arranged and all pages should be numbered. 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 bidder's signature.
- 8.2. **Digital signature is required for entire tendering process. Bidders to ensure that their DSC is valid during entire tendering process and request for extension of any tendering process shall not be entertained by CDAC on account of non-availability of DSC.**
- 8.3. Class III Digital Signature Certificate is advised to be used by bidder to participate in e-procurement. The bid should be submitted at the portal for e-tender i.e., <https://etenders.gov.in/eprocure/app> by the bidders who have valid digital signatures on or before the closing date and time indicated in the tender document. CDAC shall not be responsible for any delay in bid submission due to last minute rush or server becoming slow / busy / not responding. **Bids submitted by any other mode will not be accepted and will be summarily rejected.**

8.4. Bid should be submitted in two parts at the portal for e-tender (<https://etenders.gov.in/eprocure/app>) in Two Bid system as below:

- i) Technical bid (Part – 1) and
- ii) Price bid (Part – 2)

Bids not submitted as per tender requirements are likely to be rejected

8.5. **Bid shall be prepared and submitted online as follows:**

8.5.1. **PART - 1: Technical Part**

The technical bid shall contain all details along with the supporting documents (including the documents required in physical form, as stated above) scanned and uploaded by the bidder as per the requirement **without indicating price quote.**

Documents to be uploaded shall contain:

- 1) **Cover letter indicating Bid / offer no. and date** detailing list of contents in the bid document being submitted by the Bidder.
- 2) Scanned copy of proof of submission /payment of Earnest Money Deposit (EMD).
- 3) Documents as per technical eligibility criteria.
- 4) Documents required for financial eligibility of the bidder as per financial eligibility criteria.
- 5) **Integrity Pact** has to be necessarily uploaded with either digital signature of the authorized signatory or after scanning of the signed copy of pact.
- 6) Scanned Copy of Sections 1 to 5 along with Invitation to Tender and Corrigendum thereof shall be uploaded by the bidder along with their bid, duly filled (wherever necessary) and signed on each page as token of acceptance of all terms & conditions of the tender enquiry by the bidder.
- 7) PAN & GST Registration Numbers with documentary proof.
- 8) Certificate of Incorporation, Memorandum & Articles of association/ Partnership deed/ affidavit of sole proprietorship, as the case be.
- 9) Un-priced copy of Price schedule as per format enclosed to be uploaded indicating “quoted” / “not quoted” / “included” as applicable.

Please do not upload "Price Bid" (prices quoted) in the technical bid. If the price quoted is submitted / leaked with technical bid the bid will be rejected at the sole discretion of C-DAC.

- 10) The “Power of Attorney” or authorization or any other document consisting of adequate proof of the ability of the signatory to bind the bidder, in scanned copy of original to be uploaded, when the power of attorney is a special “Power of Attorney” relating to this specific tender only. Attested / notarized true copy of the “Power of Attorney” can also be uploaded in lieu of the original, if the power of attorney is a general “Power of Attorney”.

However, photocopy of such notarized true copy shall not be uploaded. Signature of the authorised person shall be attested/ validated by the competent authority with seal and signature.

- 11) NO DEVIATION shall be accepted. Confirmation of “No Deviation” shall be submitted as per the format attached with this tender.
- 12) In case of ‘Class-I local supplier’ / ‘Class-II local supplier’, bidder shall 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.

Note: Bidder shall strictly ensure that this part does not contain any Price/Quoted price information.

8.5.2. **PART - 2: Price Part**

- 1) The bidder should accept in Toto the Technical specification and scope of work in the Tender with no deviations as per clauses of the tender document.
- 2) Price Schedule/BOQ (Microsoft Excel File) is to be downloaded from website <https://etenders.gov.in/eprocure/app> and then is to be filled, saved and uploaded (through digital signature) on the same website and not to be submitted in hard copy at all. Bidders to note that any change in Price Schedule format shall be notified through corrigendum/addendum and the same shall be considered for submission of price bid. In case Bidders have already submitted their bid before publishing of corrigendum/addendum related to change in price schedule format, the bidders are requested to re-submit price bid as per the changed Price Schedule format. Failure to re-submit the bid in such case may lead to auto rejection of the bid by the system.
- 3) The estimated quantities against each SOR item are indicated in the Price Schedule/BOQ sheet. Bidders are required to quote for all the items in the Price Schedule/BOQ sheet otherwise their bid will not be considered.

- 4) Bidders shall enter their basic rate (unit rate) and GST rate for all the SOR items in column no. "M" and "N" of the Price Schedule/BOQ sheet respectively, based on which the total amount including GST against each SOR item will be computed automatically in column no. "BA" of the Price Schedule/BOQ sheet. Total price including GST (in figures) offered by bidder/s will be computed automatically in Row no. "19" of the Price Schedule/BOQ sheet.

Note:

- a) Bidder shall submit their Price bid strictly as per the Price schedule/BOQ provided along-with tender document. Price submitted by bidder in any other format shall render their offer invalid and shall not be considered for evaluation.
- b) There shall be no change or addition / deletion except for filling-up of the actual price / rate in the Price part.
- c) **Bidder shall strictly ensure that technical bid (Part-1) does not contain any Price at all, as price are to be quoted in Price bid only.**

If the bidder submits the price other than in Price part (Part-2), it shall be treated as price received in open condition, and their bid is liable for rejection.

- d) Bidder is liable to be disqualified, even though they meet the eligibility criteria, if they:
 1. Made misleading or false representations, statements and attachments submitted in proof of the qualification requirements, and / or
 2. Record of poor performance such as abandoning the works, not properly completing the supply order, inordinate delays in completion or supply, litigation history, or financial failures etc.

9.0 Opening of Bids

The valid technical bids will be opened through the CPPP portal and evaluated in two steps.

- 9.1. The bids will be examined based on eligibility criteria stipulated at Clause no.2.0 of Section – 1 to shortlist the eligible bidders.
- 9.2. The bidders whose technical bid is found to meet the requirements as specified above will only qualify for opening of the price bid and will be informed about the date and time of the opening of the price bid.

- 9.3. 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.

10.0 Bid Evaluation Methodology for Award

- 10.1. While CDAC will endeavour to finalize the tender at the earliest, it reserves the right to delay finalization of tender, if necessary, without assigning any reasons for the same. During finalization of the tender, CDAC is not bound to accept lowest or any tender or to assign reasons whatsoever for non-acceptance.
- 10.2. **Evaluation & ordering shall be done on L1 basis on overall Total Amount (Inclusive of GST) quoted by the bidders for the entire SOR catering and conforming to the complete scope of work.**
- 10.3. In case of tie i.e., more than one bidder quotes the same price arrived at based on evaluation, the L1 bidder will be the bidder having highest average annual financial turnover as calculated in line with clause no. 2.2 of Eligibility criteria.
- 10.4. **Purchase preference as per PPP-2012 for MSEs is not applicable for this Works tender.**
- 10.5. Purchase preference as per Govt. of India PPP-MII (Make in India) in line with latest memorandum/order issued by Ministry of Finance/DPIIT/Any other government guidelines shall be applicable considering tendered works as non-splitable.

11.0 Language

The bid prepared by the bidder and all correspondence & documents related to the bid exchanged by the bidder and CDAC shall be written in the English Language. Bid submitted in any other language is liable to be rejected. In case, any printed literature furnished by the bidder, is written in another language, it must be accompanied by a translation of its pertinent language, it must be accompanied by a translation of its pertinent passages in the English Language and for the purpose of interpretation of bid, such translation shall govern.

12.0 Clarifications

CDAC may seek clarification from any Bidder to clarify any aspects of their bid that require explanation at the stage of the evaluation.

13.0 Conflict of Interest among Bidders / Agents

Bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anti-competitive practices to the detriment of CDAC's interests. The bidder found to have a conflict of interest shall be disqualified and may further initiated for suspension / banning at the discretion of CDAC. A bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if: a) they have controlling partner (s) in common; or b) they receive or have received any direct or indirect subsidy/financial stake from any of them; or c) they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another bidder; or d) bidder participates in more than one bid in this bidding process. Participation by a bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/ sub-assembly/ assemblies from one bidding manufacturer in more than one bid.

14.0 General

- 14.1. All matters arising out of or relating to this Tender shall be governed by and interpreted in accordance with the laws of India.
- 14.2. Bidder Shall Submit their bid strictly in accordance with the Technical Specifications & as per Terms and Conditions of Tender Document. Before submission of bid, Bidders are advised to make themselves fully conversant with the conditions of tendering and draft work order, etc.
- 14.3. By submitting a bid for the work, a bidder will be deemed to have satisfied himself by actual inspection of the site and locality of the work, if so required and that the rates quoted by him in the bid will be adequate to complete the work in all respect according to the specification and other working conditions and that he has taken into account all conditions and difficulties that may be encountered during its progress whether or not expressly provided in the tender document but necessary for the completion and maintenance of this work to the entire satisfaction of CDAC.
- 14.4. Tender documents are not transferable.
- 14.5. All safety measures as required to be adopted as per the statutory regulations and norms shall be strictly followed by the Contractor during execution of the Contract. Agency shall provide all safety equipment required to the workmen at the time of executing the works.

- 14.6. It is in bidder's own interest that they visit the project site and acquaint themselves of the prevailing local conditions with all the requirements and scope of the tender before submitting the bid. No claim due to lack of knowledge shall be entertained at a later stage.
- 14.7. In the event the bidder whose bid is not accepted, the bidder shall not be entitled to claim any costs, charges or expenses incidental to or incurred by him through or in connection with his submission of the bid, even though CDAC may elect to withdraw the Invitation to Tender.

15.0 Confidentiality

Bidder shall note that all data/ specification enclosed with Tender document are confidential. Bidder shall keep all data in strict confidence and shall not copy or pass on any of the papers etc., to any third Bidder.

16.0 CDAC's Right to Accept any Bid and to Reject any Bid

CDAC reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of the contract without thereby incurring any liability to the affected bidder or bidders or any obligations to inform the affected bidder or bidders of the ground for CDAC action.

17.0 Integrity Pact:

The Integrity Pact shall have to be complied by all bidders. Bidders shall have to upload scanned copy of signed integrity pact as per C-DAC's policy along with bid.

Format of Integrity Pact is enclosed as Annexure-E at Section - 5 of the Tender Document. Details of the Independent External Monitor (IEM)s are as follows;

1) Shri Vijay Kumar Singh House No. 25, Police Housing Cooperative Society, Kerwa Dam Road, Bhopal – 4620044 Mob: 8989161940 Email: - vijaysinghs10@gmail.com	2) Shri. M Peter Johnson Door No. 2-2-647/211 Tirumala Narayanadri Apartments Flat No. GA Central Excise Colony BAGH Amberpet, Hyderabad – 500013 Mob: 9958727979 Email: - johnson.mp@nic.in
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(End of Section – 1)

SECTION - 2

Technical Specification

(Please refer to Section 2 – Technical Specifications, provided in the attached PDF document)

SECTION 3

SPECIAL CONDITIONS OF CONTRACT (SCC)

1.0 Prices

- 1.1. The work is on **Item Rate Basis**. The bidders shall quote their price for the entire scope of work as per the price schedule of tender documents
- 1.2. The price quoted shall be considered firm and no price escalation will be permitted (except Govt. Statutory Levies).
- 1.3. The bidder may quote in Indian Rupees only.
- 1.4. Unit rates for all items shall remain firm and binding for any variation in quantities during the entire period of execution of the order. Quantities of individual items may vary to any extent or may not be operated for the completion of the work.
- 1.5. Bidder must indicate applicable GST separately for each item in the price schedule. The bidder should exercise utmost care to quote the correct percentage of applicable GST on each item.
- 1.6. **In case due to any error/ oversight, the GST rate quoted by the bidder is different than the GST rate as per the tariff, the bidder will not be permitted to rectify the error/oversight. The orders/ contract will be placed with the GST rate quoted by the bidder or actual tariff rate (as on placement of order), whichever is LOWER. The difference amount payable, if any, between the quoted GST rate and actual tariff rate shall be borne by the Successful bidder.**
- 1.7. The responsibility, cost and risk of the consignment shall rest with the Successful bidder till receipt of goods is acknowledged by the end user at C-DAC, Bengaluru. However, such receipt/ acknowledgement shall not be treated as acceptance of goods.
- 1.8. The contract price is inclusive of all applicable taxes, entry tax, expenses towards various statutory and regulatory bodies and insurance coverage including Goods and Services Tax (GST).
- 1.9. The Contract price / agreed quoted price is based on the estimated quantity as per technical specification & drawings. Quantities of items of work are indicative and may vary. The Payment shall however be released against actual quantities of work executed as certified by Engineer In charge and applicable unit rates as per the price schedule of the work order. Final contract price to be paid to the CONTRACTOR shall be arrived based on actual quantities of work finally executed by the contractor as duly certified by EIC and applicable unit rates as per the work order.

2.0 Taxes & Duties

- 2.1. The Total contract price shall be inclusive of all applicable taxes and duties including Goods & Services Tax (GST). Statutory deduction on taxes and levies as applicable for this contract shall be recovered from the bills.
- 2.2. All other applicable Taxes, Duties, Levies, Fees or Royalties for construction material and erection/construction work, as applicable and other charges legally leviable on the CONTRACTOR in connection with this work order are included in the contract price and shall be borne and paid by the CONTRACTOR.
- 2.3. Except as otherwise specifically provided in the order, the Contractor shall bear and pay all taxes, cesses, levies and charges assessed on the Contractor by any/ all authorities of State or Central Government.
- 2.4. The adjustment in the Contract Price towards imposition of any new taxes & cesses if any, shall be applicable during the contract period pursuant to a government notification. In this regard, contractor shall furnish necessary documentary evidence.
- 2.5. Tax invoice shall be raised by the Contractor in the name of “**C-DAC, Bengaluru**” as per GST norms. GST shall be paid at actual against Tax Invoice to be submitted by the Contractor. However, in case the Input Tax Credit of GST is denied or demand is recovered from CDAC, on account of any non-compliance by Contractor, including non-payment of GST charged and recovered, same would be recovered from Contractor along-with penalty/ interest, as applicable, levied on CDAC. Contractor shall indemnify CDAC in respect of all claims of tax, penalty and/or interest, loss, damages, costs, expenses and liability that may arise due to such non-compliance.
- 2.6. **Goods & Service Tax Number (GSTN) of CDAC, Bengaluru: 29AAATC0934H1ZW**
- 2.7. CDAC reserves the right to ask for copies of GST return while processing the Invoices of Contractor for payment. In case of failure to submit the same, amount equivalent to GST shall be withheld while making payment.

3.0 Recovery of Tax, as applicable

Any Tax which CDAC may be required to deduct by law/statute, shall be deducted at the source and the same shall be paid to the Tax Authorities on account of the Contractor. CDAC shall provide the Contractor a certificate for such deduction of Tax. The Contractor shall indicate their PAN & GSTN.

Applicable TDS under GST Act will be deducted as and when notified.

4.0 Performance Bank Guarantee (PBG)

- 4.1. The successful bidder will be required to furnish the Performance Guarantee, in the form of a Bank Guarantee in INR equivalent to **5% amount of the total order value including GST**, as per the format attached to this document (Annexure – C to Section - 5). This bank guarantee should be submitted within 15 days from the issue of Work order.
- 4.2. The Bank Guarantee shall remain valid for the period of 17 months from the date of issue of work order initially. In event of extension of contract period with or without reasons attributable to the contractor, contractor shall extend the validity of CPBG based on the extension period.
- 4.3. The PBG must be negotiable at a branch of issuing bank in India. In case of no warranty/services claims towards the items under warranty and services during the validity period of bank guarantee, the PBG will be returned on completion of warranty period.

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

- a. The bidder fails to provide the warranty and other services in scheduled time frame, as stipulated in this document (or)
- b. The bidder delays to provide the services as stipulated in this document.

5.0 Completion Schedule

The time schedule for completion of total scope of works as per technical specification shall be **3 months from the date of issue of Work order**.

6.0 Liquidated Damages

- 6.1. Time and date stipulated in the Work Order for completion of work shall be deemed to be one of the most important aspect of the Contract. The Contractor shall complete the work within the completion period stipulated in the Work Order. If, however, the work is not completed within the stipulated completion period, or within such extended period as may be further granted to the Contractor, the Contractor shall be liable to pay as liquidated damages but not by way of penalty, a sum of 0.5% of the final executed value/amended value, if any paid or payable to the contractor, excluding GST, per week of delay or part thereof, and such liquidated damages shall be limited to a maximum ceiling of 5% of the final contract price less GST.
- 6.2. Payment or deduction of Liquidated Damages shall in no way relieve the Contractor from his contractual responsibility to complete the work.

- 6.3. Liquidated Damages as above, shall be deducted from the final payment payable to the contractor or any payment due to the contractor against other order of CDAC or by encashment of Bank Guarantee(s).
- 6.4. In case work gets delayed for reasons not attributable to the contractor then such delays shall not be considered while computing the LD.

7.0 Defect Liability Period

The Contractor shall guarantee the works regarding workmanship & performance for a period of twelve (12) months from the date of successful completion (from the date of Completion Certificate issued by competent authority (CDAC)).

All rectifications of the defective works carried out shall be rectified at the cost of contractor. The date of Defect Liability Period shall commence from the last rectification carried out by the contractor.

“DEFECT LIABILITY PERIOD” in relation to a work means the specified period from the date of COMPLETION CERTIFICATE up to the date of issue of FINAL ACCEPTANCE CERTIFICATE during which the CONTRACTOR stands responsible for rectifying all defects that may appear in the works executed by the CONTRACTOR in pursuance of the CONTRACT and includes warranties against Fabrication/ Erection/Construction defects covering all materials plants, equipment, components, and the like supplied by the CONTRACTOR, works executed against workmanship defects.

8.0 Completeness Responsibility

Notwithstanding the scope of work, engineering, supply and services stated in bid document, any equipment or material, engineering or technical services which might not be even specifically mentioned under the scope of supply of the bidder and which are not expressly excluded there from but which – in view of the bidder - are necessary for the performance of the equipment in accordance with the specifications are treated to be included in the bid and has to be performed by bidder.

The items which are over & above the scope of supply specified in the Schedule of Requirements may be marked as “Optional Items”.

9.0 Payments Terms

9.1. Subject to any deductions, the Contractor shall be entitled to receive the Contract price (inclusive of GST) in the following manner:

9.1.1. Running Bills: Ninety percent (90%) of the price inclusive of GST shall be paid upon submission of bi-monthly RA Bills, based on the measurements certified by the Consultant against completion of works, according to the unit rates indicated in the Price Schedule and the actual quantities executed at site.

9.1.2. Final bill: Balance ten percent (10%) of the price inclusive of GST shall be paid along with withheld amount, if any, on completion of entire scope of work and issuance of Final Acceptance Certificate by CDAC / Consultant after completion of Defect Liability Period.

9.2. Bi-monthly bills are to be prepared in the name of C-DAC and shall be submitted in the required number of copies along with the documents listed as below:

9.2.1. Tax Invoice indicating the incidence of GST, Period of work, GSTIN, PAN, contact details, HSN codes of goods or accounting code of services, description of goods or services, quantity, rate of tax etc. (Name, address & GSTIN of supplier) (Name, address & GSTIN of recipient).

9.2.2. Measurement sheet duly signed by Contractor & certified by CDAC's Consultant.

9.2.3. Abstract of measurement sheet and work done till previous bill, the running and cumulative quantities certified by CDAC's Consultant

9.2.4. Any other necessary documents as per GST Act and Rules.

9.2.5. Documents pertaining to Statutory compliances of Minimum Wages, P.F and ESI as applicable during the period for which the progress payment has been claimed.

Note: Payments shall normally be made within 15 (Fifteen) days of receipt of complete and correct invoice in all respect. Invoice which are incomplete shall be returned to the Contractor for their compliance and delay due to the same shall not be attributable to CDAC.

9.3 PBG must be submitted within 15 days from the date of issue of order.

- 9.4 No advance payments will be made
- 9.5. Payment shall only be made for the actual Work executed at site against Contractor verified Bills as per the agreed Item Rates of the Order. The Quantities of Work indicated in the Price Schedule are approximate only. The Payment shall be made on the basis of actual Quantities of Work done duly approved by the EIC.
- 9.6. All progress payments made shall be regarded as payment by way of advance against final payments only and not as payment for the work completed. The progress payment made shall not exonerate the CONTRACTOR from liability to finally complete the work strictly in accordance with the specification and drawings, if required, by reconstructing or re-erecting faulty work.

Bill to C-DAC, Bengaluru

The Contractor is required to submit their bill for completed work to C-DAC (Owner) at the following address, duly certified by the C-DAC personnel.

Centre for Development of Advanced Computing (C-DAC) - Knowledge Park,
No. 1, Old Madras Road,
Byappanahalli, Bengaluru – 560038.

10.0 Additional / Extra Works

Owner has right to order any extra / additional works for successful completion of the contract. Cost of Any extra / deviated work shall be worked out based on the latest DSR rates applicable. If rates are not available in DSR, the rates shall be worked out based on market rate plus 15 % contractor's overheads & Profit.

Owner reserve their right to execute any additional works/ extra works, during the execution of Work, either by themselves or by appointing any other agency, even though such works are incidental to and necessary for the completion of works awarded to the Contractor. In the event of such decisions taken by Owner, Contractor is required to extend necessary cooperation for completion of the works.

11.0 As Built Drawings

Notwithstanding the provisions contained in standard specifications, upon completion of the works, the BIDDER shall provide "AS BUILT" drawing duly certified by EIC in A0/ A1

sheet form at appropriate scale with four sets of prints and two no. of soft copy (CD/ PENDRIVE). The As-built drawing shall be submitted on area wise as specified.

- a) Two complete set of Soft Copy in CD/ pen-drive of all original drawings.
- b) Four complete sets of approved prints in A0 / A1 sizes.

12.0 Health Safety and Environment (HSE) Management

- 12.1. After the award of the contract, detailed Health, Safety and Environment (HSE) program to be followed for execution of contract under various divisions of works will be mutually discussed and agreed between Contractor, Client & PMC.
- 12.2. The Contractor shall establish document and maintain an effective Health, Safety and Environment (HSE) management system. In case contractor fails to follow the instructions of Engineer-in-charge with respect to above clauses, next payment due to him shall not be released unless until he complies with the instructions to the full satisfaction of
- 12.3. Engineer-in-charge. The Contractor shall adhere to the Health, Safety and Environment (HSE) management system as per. Specification and General Conditions of Contract.
- 12.4. It will be the Contractor's responsibility to acquaint his site staff and operatives of all current safety legislation, statutory requirements and safety standards. In addition, and before any work takes place all the Contractor's operatives shall be given training in site safety by the trained person under. If the Contractor wishes to start any new operatives on site, he must first inform the SE, who will arrange for such training to be arranged.

13.0 Conversance with Order Conditions

The Contractor shall be deemed to have carefully examined and to have knowledge of the conditions, specifications, schedules, etc. forming part of the order. Any information thus had or otherwise obtained from CDAC shall not in any way relieve the Contractor from his responsibility for executing the work in terms of the order. No claims of Contractor shall be admissible for Failure of the Contractor on above stipulation.

14.0 Cancellation of Work Order

The contractor shall carry out the work as per the work order placed and complete the same within the prescribed time schedule. The progress will be monitored as per the work plan submitted and approved by the Owner. In case the progress is not satisfactory in terms of the quality of work or with respect to the time schedule, CDAC has the right to terminate / cancel the work order.

15.0 Suspension and Termination

CDAC may at any time temporarily stop the work under the order or any part thereof by notice in writing to the Contractor. CDAC will not be liable to the Contractor for any damage or loss or idle wages caused by such period of suspension.

CDAC will be at liberty to terminate the order without prejudicing its rights and affecting the obligations of the Contractor in the following events:

- a) If the Contractor fails to comply with the provision/ provisions of the order.
- b) If the Contractor is involved in any action involving moral turpitude.

16.0 Compliance with Statutory Laws and other Regulations

16.1. The CONTRACTOR shall, throughout the performance of this order, comply with all the laws, rules, regulations and statutory requirements/obligations of Government of India/ State/ Local Government and other statutory bodies applicable at Site for this contract work and CDAC shall not be liable for any action of the statutes applicable due to non-fulfillment of statutory obligations by the CONTRACTOR.

16.2. The CONTRACTOR shall get himself registered with the concerned authorities as provided under various applicable Acts and shall be directly responsible to such authorities for compliance with the provisions thereof.

17.0 Negligence, Default and Risk Purchase

If the Contractor fails to execute the work with due diligence or expedition or shall refuse or neglect to comply with any order given to him in writing by CDAC in the order, CDAC may give notice in writing to the Contractor calling upon him to make good the failure, neglect or contravention within such time as may be deemed reasonable and in default of the compliance with the said notice, CDAC without prejudice to its rights under the order, may rescind or cancel the order holding the Contractor liable for the damages that CDAC may sustain in this regard.

Should the Contractor fail to comply with such notice within a period of 15 (fifteen) days from the date of serving thereof, CDAC shall have the option and shall be at liberty to complete the work at the Risk & cost of Contractor by taking out part of the work from Contractor's scope/ terminating the order and awarding it to alternate agencies. This shall be without prejudice to CDAC's rights under other clauses of this order.

CDAC shall have right to recover all expenses, costs and charges incurred in completion of the work by deducting any money due or which may become due to the Contractor.

18.0 Arbitration:

In case any dispute arises between the C-DAC and successful bidder with respect to this RFP, including its interpretation, implementation or alleged material breach of any of its provisions both the Parties hereto shall endeavour to settle such dispute amicably. If the Parties fail to bring about an amicable settlement within a period of 30 (thirty) days, dispute shall be referred to the sole arbitrator mutually appointed by both the parties. If the sole arbitrator is not appointed mutually by both the parties then the District Court Bengaluru shall have exclusive jurisdiction for appointment of sole arbitrator through court. Arbitration proceedings shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and Rules made there under, or any legislative amendment or modification made thereto. The venue of the arbitration shall be Bengaluru.

The language of arbitration shall be English. The common cost of the arbitration proceedings shall initially be borne equally by the Parties and finally by the Party against whom the award is passed. Any other costs or expenses incurred by a Party in relation to the arbitration proceedings shall ultimately be borne by the Party as the arbitrator may decide. Courts in Bengaluru only shall have the exclusive jurisdiction to try, entertain and decide the matters which are not covered under the Arbitration and conciliation Act.

19.0 Severability

If any provision or condition of the Order is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Order.

20.0 Corruption, Gift and Payment of Commission

Any bribe, remuneration, commission, gift or advantage given, promised or offered by or on behalf of the Contractor, his agents or representative or anyone on his or their behalf to any employee, representative or agent of CDAC or any person on his behalf in relation to the execution of this or any other order with CDAC shall in addition to the criminal liability under the laws in force, be liable to cause of cancellation of this order and also to payment of any loss resulting from such cancellation to CDAC.

21.0 Force Majeure

“Force Majeure” shall mean any event beyond the control of the CDAC or of the CONTRACTOR, as the case may be, and which is unavoidable notwithstanding the reasonable care of the party affected, and shall include, without limitation, the following:

- a) war, hostilities or warlike operations (whether a state of war be declared or not), invasion, act of foreign enemy and civil war.
- b) rebellion, revolution, insurrection, mutiny, usurpation of civil or military government, conspiracy, riot, civil commotion and terrorist acts.
- c) strike, sabotage, unlawful lockout, epidemics, quarantine and plague.
- d) earthquake, fire, flood or cyclone, or other natural or physical disaster.

If either party is prevented, hindered or delayed from or in performing any of its obligations under the order by an event of Force Majeure, then it shall notify the other in writing of the occurrence of such event and the circumstances thereof within 14 days after the occurrence of such event.

The party who has given such notice shall be excused from the performance or punctual performance of its obligations under the order for so long as the relevant event of Force Majeure continues and to the extent that such party's performance is prevented, hindered or delayed, the Time for Completion shall be extended.

The party or parties affected by the event of Force Majeure shall use reasonable efforts to mitigate the effect thereof upon its or their performance of the order and to fulfil its or their obligations under the order, but without prejudice to either party's right to terminate the order.

Any delay or non-performance by either party hereto caused by the occurrence of any event of Force Majeure shall not

- a) constitute a default or breach of the order
- b) give rise to any claim for damages or additional cost or expense occasioned thereby

if and to the extent that such delay or non-performance is caused by the occurrence of an event of Force Majeure.

If the performance of the order is substantially prevented, hindered or delayed for a period of more than ninety (90) days on account of Force Majeure during the currency of the order, the parties will develop a mutually satisfactory solution.

22.0 Sub-Letting

The CONTRACTOR shall not sublet/sub-contract the whole or any part of work or assign the order or any part thereof without the prior written consent of CDAC. Such consent, if given, shall not establish any contractual relationship between the Sub-CONTRACTOR(s) and CDAC and shall not relieve the CONTRACTOR of any liability, responsibility or

obligation under this order and the CONTRACTOR shall be responsible for the acts, defaults or neglects of any Sub-CONTRACTOR or his representative or workmen as fully as if they were the acts, defaults and neglects of the CONTRACTOR himself. In the event the CONTRACTOR contravenes this condition, CDAC reserves the right to reject the Work sub-contracted and complete the same from elsewhere at CONTRACTOR's Risk and Cost. The CONTRACTOR shall be solely liable for any loss or damage which CDAC may sustain in consequence or arising out of such replacing of the contract work.

23.0 Loss of or Damage to Property; Accident or Injury to Workers; Indemnification

Subject to the Sub-Clause below, the CONTRACTOR shall indemnify and hold harmless CDAC and its employees from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs and expenses of whatsoever nature, including attorney's fees and expenses, in respect of the death or injury of any person or loss of or damage to any property (other than the Facilities whether accepted or not), arising in connection with the supply and installation of the Facilities and by reason of the negligence of the CONTRACTOR or its Sub CONTRACTORS, or their employees, or agents, except any injury, death or property damage caused by the negligence of CDAC, its employees, or agents.

If any proceedings are brought or any claim is made against CDAC that might subject the CONTRACTOR to liability under the above Clause hereof, CDAC shall promptly give the CONTRACTOR a notice thereof and the CONTRACTOR may at its own expense and in CDAC's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim. If the CONTRACTOR fails to notify CDAC within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then CDAC shall be free to conduct the same on its own behalf at the risk & Cost of the CONTRACTOR.

CDAC shall, at the CONTRACTOR's request, afford all available assistance to the CONTRACTOR in conducting such proceedings or claim, and shall be reimbursed by the CONTRACTOR for all expenses incurred in so doing.

24.0 Liquidation, Death, Bankruptcy, etc.

If the Contractor shall die, dissolve or become bankrupt or insolvent or causes or suffers any receiver to be appointed of his business or any assets thereof compound with his creditors, or being a corporation commence to be wound up, not being a member's voluntary winding

up for the purpose of amalgamation or reconstruction, or carry on its business under a Receiver for the benefits of its creditors or any of them, CDAC shall be at liberty:

- a) to terminate the order forthwith upon coming to know of the happening of any such event as aforesaid by notice in writing to the Contractor or to the Receiver or Liquidator or to any person in whom the order may become vested,
- or
- b) to give such Receiver, Liquidator or other person the option of carrying out the order subject to his providing a guarantee up to an amount to be agreed for the due and faithful performance of the order

25.0 Jurisdiction

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

26.0 Risk

All risks, responsibilities and liabilities thereof in all goods shall remain with selected bidder till successful installation and commissioning of the goods as specified in the tender.

27.0 General

- 27.1. The Contractor shall be responsible for any losses incurred by them or their sub-contractor at site or en-route on account of any accident, or injury to any workmen, theft, fire etc. The Contractor shall indemnify and keep indemnified CDAC against all such damages, proceedings, charges and expenses whatsoever in respect thereof or in relation thereto.
- 32.1 The bidder shall also ensure that personnel working for them shall perform duty honestly and diligently and shall be well-disciplined and firm but polite in their dealings with the employees of CDAC.
- 32.2 Contractor, as required by law for purpose of this Contract, shall arrange, secure and maintain during execution of the Contract, all insurances as may be necessary or required by law for purpose of this order and for all such amounts to protect the interest of the CDAC against all risks as detailed herein. The insurance shall protect the Contractor against all claims applicable under the Workmen's Compensation Act, 1948 (Government of India) as amended from time to time. This insurance policy shall also cover the Contractor against all claims for injury, disability, disease or death of his or his Sub Contractor's employees which for any reason are not covered under the Workman's Compensation Act, 1948.

- 32.3 All safety measures as required to be adopted as per the statutory regulations and norms shall be strictly followed by the bidder during execution of the Contract.
- 32.4 For working hours and execution of work without disturbance to CDAC Office staff and others, Contractor shall strictly follow instruction of Engineer – in – charge, CDAC.
- 28.0** Please do not upload **"Price Bid" (prices quoted) in the technical bid.** If the price quoted is submitted / leaked with technical bid the bid will be rejected at the sole discretion of C-DAC.

(End of Section – 3)

SECTION - 4

Price Schedule format

(Please refer to Section 4 – Price Schedule formats, provided in the attached documents)

SECTION – 5

Formats / Attachments

AUTHORITY LETTER

Date:

To:

**The Director General,
Centre for Development of Advanced Computing (C-DAC)
Knowledge Park, No. 1, Old Madras Road, Baiyypanahalli,
Bengaluru - 560038 Karnataka, INDIA**

Subject: Authority Letter

Reference: Tender no.

Dear Sir,

We, M/s _____ (Name of the bidder) having registered office
at _____ (Address of the bidder) herewith submit our bid
against the said bid document. Mr./Ms. _____ (Name and designation of the signatory), whose
signature is appended below, is authorized to sign and submit the bid documents on our behalf
against said RFP.

Specimen Signature:

The undersigned is authorised to issue such authorisation on behalf of us.

For M/s _____ (Name of the bidder)

Signature and company seal

Name

Designation

Email

Mobile No.

EMD DECLARATION CERTIFICATE
(in case of bidders claiming Exemption)

Date:

To:

The Executive Director
Centre for Development of Advanced Computing (C-DAC)
C-DAC Knowledge Park #1, Old Madras Road,
Byappanahalli, Bengaluru 560 038.

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

Dear Sir,

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

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,

In case, we are declared as successful bidder and an order is placed on us, we will submit the
acceptance within 5 days of placement of order on us.

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.

The undersigned is authorized to sign this undertaking.

Yours sincerely, Authorized Signatory:

Name and Title of Signatory:

e-mail:

MobileNo:

ANNEXURE-C

PROFORMA OF BANK GUARANTEE **(on non-judicial paper of appropriate value)**

To,

**Centre for Development of Advanced Computing, Knowledge Park,
No.1, Old Madras Road, Baiyappanahalli, Bengaluru – 560038**

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), Bengaluru on M/s _____ (Name & Address of vendor) for supply, installation, commissioning and warranty of _____ (description of items) at C-DAC, 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 to install and commission the items listed in said order at client's site, to the entire satisfaction of C-DAC and
3. Arrange for the comprehensive warranty service support towards the items supplied by vendor on site as per the warranty clause in said purchase order.

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

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

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

This undertaking guarantee shall be in addition to any other undertaking or guarantee or security whatsoever 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 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 favor 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 (date) & unless a suit for action to enforce a claim under guarantee is filed against us within 1 month from the date of expiry of guarantee. All your rights under the said guarantee shall be forfeited and we shall be relieved and discharged from all liabilities there after i.e. after one month 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 37 months from the date of successful installations of the items in the order)

Granted by the Bank

Yours faithfully, For (Name of
Bank)

SEAL OF THE BANK

Authorised Signatory

BID ACCEPTANCE LETTER

(To be submitted on Company Letter Head).

Date:

To:

Centre for Development of Advanced Computing
Knowledge Park, No. 1, Old Madras Road,
Baiyypanahalli, BENGALURU 560038.

Subject: Bid Acceptance Letter

Reference:

Dear Sir,

1. I / We have downloaded / obtained the bid document(s) for the above mentioned 'Bid' from the web site(s) namely: www.cdac.in / www.eprocure.gov.in etc.; as per your NIT, given in the above-mentioned website(s).
2. I / We hereby certify that I / We have read the entire terms and conditions of the bid documents from Page No.1 to 41 (including all documents like annexure(s), schedules(s), etc.), which form part of the contract agreement and I / We shall abide hereby by the terms / conditions/ clauses contained therein.
3. The corrigendum(s) issued from time to time by your department / organization too has also been taken into consideration, while submitting this acceptance letter.
4. I / We hereby unconditionally accept the bid conditions of above mentioned bid document(s) / corrigendum(s) in its totality / entirety.
5. I / We certify that all information furnished by the our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/ organization shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the fully said earnest money deposit absolutely.

Yours Faithfully,

Authorized Signatory.

(Signature of the Bidder, with Official Seal) Email id for correspondence.

INTEGRITY PACT

(To be executed on plain paper)

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

By and Between

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

and

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

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

Preamble

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

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

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

Section 1

Commitments of the Principal

1. The Principal commits itself to take all measures necessary to prevent corruption and to observe the following:-
 - a. No employee of the Principal, personally or through relatives or any other person, will in connection with the tender, or for the execution of the Contract, demand, promise or accept for himself/herself or any third person, any material or immaterial benefit or any other advantage from the bidder/s or contractor/s which he/she is not legally entitled to.

- b. The Principal will, during the tender process treat all Bidder/s and Contractor/s with equity and reason. The Principal will in particular, before and during the tender process, provide to all bidder/s and contractor/s the same information and will not provide to any bidder/s or contractor/s additional/confidential information through which the bidder/s and contractor/s could obtain an advantage in relation to the tender process or the contract execution.
 - c. The Principal will exclude from the process all known prejudiced persons.
2. If the Principal obtains information on the conduct of any of its employees, which is a criminal offence under the relevant Anti-Corruption Laws of India, or if there be a substantive suspicion and the same is prima facie found to be correct in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions. In such a case while such enquiry is being conducted by the Principal, the proceedings under the contract shall not be stalled.

Section 2

Commitments of the Bidder/ contractor

1. The Bidder / Contractor commits to take all measures necessary to prevent corrupt practices, unfair means and illegal activities. He commits himself to observe the following during his participation in the tender process and during the contract execution:
 - a. The Bidder / Contractor undertakes that he/she has not given, offered or promised to give directly or indirectly any bribe, gift, consideration, reward, favour any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Principal, for which benefit etc. he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
 - b. The Bidder / Contractor will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Principal, for which benefit etc. he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract
 - c. The Bidder / Contractor will not enter into any agreement or understanding with other Bidders in connection with the bid, including but not limited to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.
 - d. The Bidder / Contractor will not commit any offence under the relevant provisions of Anti-Corruption Laws of India/Indian Penal Code, 1860, Information and Technology Act, 2000, Competition law or any other relevant laws, enactments, rules and regulations. Further the Bidder / Contractor will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically. The Bidder / Contractor also undertakes to exercise due and adequate care of any such information so divulged.
 - e. The Bidder / Contractor further confirms and declares to the Principal that the Bidder / Contractor is the original manufacturer / integrator / authorised government sponsored export entity and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the Principal or any of its functionaries, whether officially or unofficially to the award of the contract to the Bidder / Contractor, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
 - f. The Bidder / Contractor will, when presenting his bid, disclose any and all payments he has made, is committed to make or intends to make to agents, brokers or any other

- intermediaries in connection with the award of the contract and the details of the services agreed upon for such payments.
- g. The bidder(s)/ contractor (s) of foreign origin shall disclose the name and address of agents and representatives in India related to this tender. Similarly, the bidder(s)/ contractor(s) of Indian nationality shall furnish the name and address of their foreign principals or associates, if any, related to this tender.
 - h. The Bidder / Contractor shall not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
 - i. If the Bidder / Contractor or any employee of the Bidder / Contractor or any person acting on behalf of the Bidder / Contractor, either directly or indirectly, is a relative of any of the officers of the Principal, or alternatively, if any relative of an officer of the Principal has financial interest / stake in the Bidder's / Contractor's firm, proprietorship, company, etc. the same shall be disclosed by the Bidder / Contractor at the time of filing of tender/EoI. The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act, 2013.
 - j. The Bidder / Contractor shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the Principal.
 - k. The bidder / contractor shall disclose the circumstances, arrangements, undertakings or relationships that constitute, or may reasonably be considered to constitute, an actual or potential conflict of interest with its obligations specified in the tender process or under any Agreement which may be negotiated or executed with Principal. Bidder / Contractor and its employees, agents, advisors and any other person associated with the bidder / contractor must not place themselves in a position which may, or does, give rise to conflict of interest (or a potential conflict of interest between the interests of Principal or any other interests during this tender process or through operation of the Agreement.
 - l. The bidder(s)/ contractor (s) who have signed the Pact shall not approach the Courts while the matters/disputes/issues, related to tender process or the Contract are presented before the IEM and awaiting the final decision.
2. The Bidder / Contractor will not instigate third persons to commit above mentioned acts / omissions / offences outlined above or be an accessory to such offences.

Section 3

Disqualification from tender process and exclusion from future contracts

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

Section 4

Compensation for Damages

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

Section 5

Previous transgression

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

Section 6

Equal treatment of all Bidders / Contractors / Subcontractors

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

Section 8

Independent External Monitor / Monitors

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

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

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

Section 9 Pact Duration

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

Section 10 Other provisions

1. This Pact is subject to Indian Laws. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. Pune. The Arbitration clause provided in the main tender document / contract shall be applicable to any issue / dispute arising under this Pact.

2. If the Contractor is a partnership or a consortium, this Pact must be signed by all partners or consortium members.
3. In case of any allegation of violation of any provisions of this Pact or payment of commission etc. the Principal or its agencies shall be entitled to examine all the documents including the Books of Accounts of the Bidder / Contractor and Bidder / Contractor shall provide necessary information and documents and shall extend all possible help for the purpose of such examination.
4. If one or several provisions of this Pact are held to be invalid/unenforceable, the remainder of this Pact shall remain valid as though the invalid or unenforceable parts had not been included herein. In this case, the parties will strive to come to an agreement to their original intentions.
5. Issues like warranty/ guarantee etc. shall be outside the purview of IEM.

For the Principal

For the Bidder / Contractor

Place -----

Witness 1 : -----

Date -----

Witness 2

DECLARATION BY BIDDER

(To be furnished on letter head)

Tender Document No. & Date:

Bidder's bid No. & Date: No. dated

- a. We hereby declare that our organisation M/s _____ have not been banned or delisted by any Government or Quasi Government agencies or Public-Sector Undertakings.
- b. We hereby declare that our organisation M/s _____ have submitted the details, as required in the tender enquiry, is true to the best of our knowledge, correct and no information has been concealed therefrom. In case of any information found untrue or incorrect or false at any stage of tendering or in ordering process, our offer / order, if placed on us, will immediately stand cancelled and we will compensate all expenditure incurred by CDAC during this process without protest or demur.
- c. On award of work order against the above tender enquiry, we undertake to comply with all legal regulations and comply with statutory rules with regard to PF, Minimum wages, EPS, ESI, statutory taxes & duties, legal notice etc. for the work to be executed by us. We shall keep CDAC fully indemnified against any or all claims arising out of the above with regard to the subject order.

Signature of the Bidder

Name:

Designation:

(Seal of the Company)

Address:

Phone No.:

Mobile no.:

E- mail:

ANNEXURE - G

NO DEVIATION DECLARATION FORMAT

(A declaration to be issued on your company letter head as below)

“It is hereby confirmed that our offer is strictly as per tender specification and there is no deviation to the technical specification as per your tender enquiry No..... dated.....

We further confirm acceptance of all commercial terms & conditions as per above-referred tender enquiry without any deviation whatsoever.”

For & on behalf of

ANNEXURE – H

FORMAT OF APPLICATION FOR OBTAINING PAYMENT THROUGH ELECTRONIC FUND TRANSFER (NEFT / RTGS) (To be furnished on letter head)

Ref. No.

Date:

.....

To,
GM (Finance)
CDAC,
Bengaluru

Sub: Payment through Electronic Fund Transfer (NEFT / RTGS)

Dear Sir,

We do hereby give our consent to make payment of our dues through e-banking system directly to our Bank Account as given below:

1.	Name	
2.	Address	
3.	Telephone no.	
4.	Name of the Bank	
5.	Phone no. / Fax no. of Bank	
6.	Name of the Branch	
7.	Branch code	
8.	MICR no.	
9.	Current Account no.	
10.	IFS Code of the Branch (Printed on cheque leaf)	
11.	PAN No.	
12.	GST No.	
13.	E-mail Address	

Authorised Signatory

Certified that the above particulars are matching with our records in respect of the above-mentioned company.

Signature & Stamp of the Authorised Bank Officer

Date:

Place:

NO CLAIM CERTIFICATE FORMAT**(To be submitted on the letter head of party)**

We hereby confirm that with the release of Rs. **(To be filled after completion of work)** Rupees **(To be filled after completion of work)** only) against order no(s). dated..... for (Description of work), we shall have no further claim, including extra claim and liquidated damages on CDAC and the aforesaid order shall stand closed from our end.

We confirm that we have complied with all provisions as per GST Act & Rules to enable CDAC For GST input credit against our invoices. We further confirm that in case of denial of input credit for any irregularities from our end it will be paid by us to CDAC. We also confirm that this closure of order shall not absolve us from our responsibilities under the subject order and we shall continue to discharge responsibilities as provided under the terms & conditions of subject order.

We further confirm that in case of any liability against the order arises in future towards violation of any statutory requirement like PF of employees, minimum wages, statutory taxes and duties, legal notice etc. for works executed by us, we shall bear the same fully keeping CDAC indemnified against the same in all respects.

Dated:

Signed by
(Authorized Signatory)

DECLARATION BY BIDDER WITH REGARD TO GOVERNMENT
GUIDELINES FOR MAKE IN INDIA
(To be furnished on letter head)

Tender No. & Date:

Tenderer's bid No. & Date:

- a. We hereby declare that our organisation M/s _____ are _____ (Class I Local Supplier as defined in this tender) for the items offered by us against the tender.
- b. We hereby declare that our organisation M/s _____ have submitted the details, as required in the tender enquiry, is true to the best of our knowledge, correct and no information has been concealed therefrom. In case of any information found untrue or incorrect or false at any stage of tendering or in ordering process with regard to provisions of our offer/ order, if placed on us, will immediately stand cancelled and we will compensate all expenditure incurred by CDAC during this process without **protest or demur and necessary action as stipulated in GOI Order no. P-45021/2/2017-PP (BE-II) dated 16.09.2020** shall be taken against us.

Signature of the bidder

NAME:

DESIGNATION:

(Seal of the Company)

Address:

Phone No.:

Mobile no.:

E-mail.:

**INFORMATION REGARDING BIDDER WITH REGARD TO
GOVERNMENT GUIDELINES FOR MAKE IN INDIA**

Bidder's Bid No. & Date: _____

The Bidder shall fill up the Format as provided below & also substantiate with the supporting documents, as applicable.

<u>Sl. No.</u>	<u>Question</u>	<u>Answer</u>
1	Whether the bidder is Class I Local Supplier or Class II Local Supplier	
2	In case of Class I/Class II, please submit/attach copy of 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.	
3	Kindly indicate percentage of Local Content of the items offered by you against the tender.	
4	Kindly give details of the location(s) at which the local value addition is made (if any)	

Signature of the bidder

NAME:

DESIGNATION:

(Seal of the Company)

Address:

Phone No.:

Mobile no.:

E-mail.:

ANNEXURE – L

RESTRICTIONS UNDER RULE 144 (XI) OF THE GENERAL FINANCIAL RULES (GFRS), 2017

Rule 144 of the General Financial Rules 2017 entitled 'Fundamental principles of public buying', has been amended by inserting sub-rule (xi) as under:

Notwithstanding anything contained in these Rules, Department of Expenditure may, by order in writing, impose restrictions, including prior registration and/or screening, on procurement from bidders from a country or countries, or a class of countries, on grounds of defence of India, or matters directly or indirectly related thereto including national security; no procurement shall be made in violation of such restrictions.

For this Tender, Order (Public Procurement No.1 dated 23.07.2020) & Order (Public Procurement No. 2 dated: 23.07.2020) issued by Department of Expenditure, Public Procurement Division and subsequent orders issued by the Nodal Ministry shall be applicable even if issued after issue of the NIT but before finalization of contract/ PO/WO against this NIT. Tenderer are requested to go through the above mentioned order.

The following requirements need to be met by the bidder for participating in the tender.

- i) Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. However, this will not apply to bidders from those countries (even if sharing a land border with India) to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects.
- ii) "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- iii) "Bidder from a country which shares a land border with India subject to clause ii) above" for the purpose of this Order means: -
 - a. An entity incorporated, established or registered in such a country; or
 - b. A subsidiary of an entity incorporated, established or registered in such a country; or
 - c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - d. An entity whose beneficial owner is situated in such a country; or
 - e. An Indian (or other) agent of such an entity; or
 - f. A natural person who is a citizen of such a country; or
 - g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.

The beneficial owner for the purpose of (iii) above will be as under:

1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

Explanation

- a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five percent of shares or capital or profits of the company;
 - b. "Control" shall include the right to appoint the majority of the directors or to control the management or policy decisions, including by virtue of their shareholding or management rights or shareholder's agreements or voting agreements;
2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
 3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
 4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
 5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership
- iv) Agent" for the purpose of this Order is a person employed to do any act for another, or to represent another in dealings with third persons.
 - v) The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India subject to clause ii) above; unless such contractor is registered with the Competent Authority.

Annexure- L1

CERTIFICATE REGARDING COMPLIANCE

Dear Sirs,

We have read the Public Procurement No.1 dated 23.07.2020 issued by Department of Expenditure, Public Procurement Division and subsequent orders issued by the Nodal Ministry. In terms of the requirement of the aforesaid order, we hereby certify that:

- a. We have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and to which the Government of India has not extended lines of credit or in which the Government of India is not engaged in development projects; we hereby certify that our company is not from such a country or, if from such a country, has been registered with the Competent Authority. We hereby certify that we fulfil all requirements in this regard and is eligible to be considered. [Copy of valid registration by the Competent Authority shall be attached]
- b. We have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and to which the Government of India has not extended lines of credit or in which the Government of India is not engaged in development projects and on subcontracting to contractors from such countries; We hereby certify that our company is not from such a country or, if from such a country, has been registered with the Competent Authority and will not subcontract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. We hereby certify that we fulfil all the requirements in this regard and is eligible to be considered. [Copy of valid registration by the Competent Authority shall be attached.]

Yours truly,

Signature.....

Name.....

Designation

Name of Bidder

Seal.....

Date

Place

Note: The above certificate given by a bidder whose bid is accepted is found to be false, this would be a ground for immediate termination and further legal action in accordance with law.

Annexure- M

DETAILS OF COMPANY PROFILE

(To be furnished on letter head)

Details of company profile have to be provided as below:

Sl. No.	Description	Details (Relevant documents as applicable to be attached)
1	Name & Address of the firm	
2.	Name of Owner / Partners	
3.	Telephone nos. office , Residence & Mobile no.	
4.	Email address	
5.	Year of establishment	
6.	Areas of operation / nature of jobs carried out	
7.	Permanent Account Number	
8.	GST registration no.	
9.	P.F. code no	
10.	E.S.I. code no (as applicable)	
11.	Labour license no(If any)	

By submitting the application, the Applicant authorizes CDAC to seek verification on the information supplied and related matters.

Signed by
(Authorized Signatory)

DOCUMENTS CHECK-LIST

Sl. No.	Details of Documents	Submitted (Yes/ No)
1.	Duly signed Covering letter with bid number & date	
2.	Kindly confirm that offer is valid till 120 days form opening of the technical bid.	
3.	Duly Signed & stamped copy of ITT	
4.	Documents required as per technical eligibility criteria.	
5.	Documents required as per financial eligibility criteria.	
6.	Duly Signed & stamped copy of Sections 1 to 5 of tender document along with Corrigendum(s) / Addendum (s), if any	
7.	Authority Letter (as per Annexure – A of Section - 5)	
8.	EMD declaration as per Annexure – B of Section - 5	
9.	Duly Signed & stamped copy of Proforma of Bank Guarantee for Security Deposit (as per Annexure – C of Section - 5)	
10.	Bid Acceptance Letter (as per Annexure – D of Section - 5)	
11.	Duly Signed & stamped copy of Integrity Pact (a per Annexure – E of Section - 5)	
12.	Duly Signed & stamped copy of Declaration by Bidder, in company's letter head (as per Annexure – F of Section - 5)	
13.	No Deviation Declaration as per Annexure – G of Section - 5	
14.	NEFT / RTGS details of bidder as per Annexure – H of Section - 5	
15.	Acceptance to No Claim certificate format as per Annexure – I of Section - 5	
16.	Declaration by Bidder with regard to Government Guidelines for Make In India as per Annexure – J of Section - 5	
17.	Information regarding Bidder with regard to Government Guidelines for Make In India as per Annexure – K of Section - 5	
18.	Duly Signed & stamped copy of Restrictions Under Rule 144 (Xi) Of the General Financial Rules (GFRS), 2017 (Annexure – L of Section - 5)	
19.	Duly Signed & stamped copy of Certificate Regarding Compliance as per Rule 144 (xi) of the General Financial Rules (GFRS), 2017- as per Annexure – L1 of Section - 5, in bidder's Letter Head.	
20.	Details of Company Profile as per Annexure – M of Section - 5	
21.	Document Checklist (as per Annexure- N of Section - 5)	

(END OF DOCUMENT)