

## ***Centre for Development of Advanced Computing***

A Scientific Society of Ministry of Electronics & Information Technology,

Government of India

Innovation Park, Panchavati, Pashan Road, Pune - 411008

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[www.cdac.in](http://www.cdac.in) / [mmg@cdac.in](mailto:mmg@cdac.in)

**Tender No: CDACP/Intel Component/22-23/365**

**CDAC, Pune invites `ONLINE' bids for Intel Component for Rudra Server platform for CDAC Pune.**

Prospective Bidders may download the Tender Document from [www.cdac.in](http://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. The Tender document fee of Rs. 2,000/- (non-refundable and no--exemption) and EMD declaration need to be submitted.

**TENDER SCHEDULE**  
**TENDER NO: CDACP/Intel Component/22-23/365**

Name of the Institute:	Centre for Development of Advanced Computing, Pune 411007.
<b>Place for Delivery and Warranty Support.</b>	CDAC Innovation Park, Panchvati, Pashan Road, Pune.
Date of Release of Tender	January 18,2023
Last date of submission of bids	February 07, 2023, 1500 hrs.
Date of opening of Technical bids	February 07, 2023 – 1530 hrs.
Place of opening of technical bids	C-DAC, Pune 411008.
Bank Details for submitting Tender Fee online	<b>BANK NAME : IDBI Bank</b> BRANCH ADDRESS: Gokhale Road, Pune – 411016 Account No: 60010010004258 IFSC / NEFT Code: IBKL0000600

**Instruction for Online Bid Submission:**

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submit their bids online on the CPP Portal. More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app>. For any technical related queries, please call the Helpdesk. The 24 x 7 Help Desk Number 0120-4200462, 0120-4001002, 0120-4001005. Mobile: 91 8826246593. Note- Bidders are requested to kindly mention the URL of the Portal and Tender Id in the subject while emailing any issue along with the Contact details. E-Mail: [support-eproc@nic.in](mailto:support-eproc@nic.in).

*In case of any doubts and/ or queries pertaining to technical solution, specifications terms and conditions of the tender, prospective bidder may send their queries in writing through e-mail ([mmq@cdac.in](mailto:mmq@cdac.in)) within 07 days. The bidders are requested to go through the entire tender document thoroughly, before raising any query. The replies to queries would be made*

available on C-DAC's web site. All the queries, doubts, clarifications etc. must be submitted in spreadsheet (XLS) format only as below.

Name of Bidder				
Sr.No.	Clause No.	Page No.	Queries	CDAC's Response

By submitting the bid, the bidder has agreed to all terms and conditions of this Tender. C-DAC's decisions with regard to this tender shall be binding on all bidders.

## ***Section I-Invitation of Bids***

### **1 Introduction**

Centre for Development of Advanced Computing (C-DAC) - is a scientific society under the administrative control of Ministry of Electronics & Information Technology, Government of India. This tender is being floated to select the most appropriate vendor to supply of Intel Component for CDAC Pune. As a part of this project, C-DAC Pune invites on-line bids from eligible bidders for supply of Intel Component for Rudra Server platform at CDAC Pune, as per the requirements stipulated in this document, at the location given below.

Centre for Development of Advanced Computing, C-DAC, Innovation Park, Panchavati, Pashan Road, S. No 34, Pune, 411 008, Maharashtra, India.

### **2 Contact information**

Centre for Development of Advanced Computing (C-DAC)  
Innovation Park, Panchavati, Pashan Road,  
S. No 34, Pune, 411008, Maharashtra India  
E-mail: [mmg@cdac.in](mailto:mmg@cdac.in)

### **3 Two Bid (e-Packet) System:**

Two bid system will be followed. The technical bid and commercial bid must be submitted on-line through <https://eprocure.gov.in/eprocure/app> in separate e-packets , as explained below:

#### **3.1 e-Packet No. 1: TECHNICAL BID (pdf format)**

##### **3.1.1 Section-I**

- a. Covering Letter, as per format given in **Annexure – A**.
- b. Authorization letter (on bidder's letterhead) issued by the competent authority of bidder, authorizing the signatory to sign on behalf of the bidder, as per format given in **Annexure – B**.
- c. Scanned copy of Demand Draft/on-line receipt towards payment of tender fee of Rs. 2000/- (INR Two Thousand Only If paid by DD, the original DD must be submitted physically at the place of Opening of the Tender on or before the Due Date & Time of the Tender.
- d. Scanned copy of the Undertaking on bidder's letterhead, towards EMD as per format given in **ANNEXURE-E**.

- e. **Annexure - F:** The contents must be organized & submitted as per the Annexure G with proper page Nos. containing the required information/data etc.

### 3.1.2 Section-II:

- a. A copy of Certificate of Incorporation, Partnership Deed / Memorandum and Articles of Association / any other equivalent document showing date and place of incorporation, in India as applicable. Date of incorporation must be before the date of bidding.
- b. A copy of GST registration certificate.
- c. Copies of documents in support of eligibility criteria stipulated at per para. 3 of Section II. Self-declarations will not be entertained.
- d. Documentary evidences and copies of Certificates required as per para. 3 of Section II.
- e. The certificate/s from a Chartered Accountant for the last three financial years indicating the annual sales turnover.
- f. A photo copy of the commercial bid actually submitted without prices (prices blocked) and copy of commercial terms and conditions with details as included in the commercial bid. C-DAC reserves the right to reject the bid in case of any discrepancy observed in the un-priced commercial bid and the actual commercial bid.
- g. Manufacturer authorization certificate as per format given in **Annexure-C**, for Intel Component as per Section IV.
- h. The copy of registration certificate or a declaration in compliance with the provisions stipulated in office memorandum F/No/6/18/2019-PPD dated 23 July 2020 issued by public procurement Division, Dept. of Expenditure, Ministry of Finance, Gol. (**Annexure G**)
- i. Self-certificate from the bidder towards compliance with the provisions of order No. P-45021/2/2017-PP (BE-II). Dated 4th June, 2020 issued by Public Procurement Division, Department of Investment and Internal Trade, Ministry of Commerce, Gol., as per format given in **Annexure -G**.
- j. All the necessary documents in support of eligibility criteria stipulated in Section-II, Para-3 (Eligibility Criteria).

### 3.1.3 Section-III:

- a. The executive summary of the bid submitted.
- b. Duly filled Technical Bid (covering the detailed bill of material, Technical specifications, makes and models of items etc.)
- c. The printed catalogue / leaflet/ brochures published by the principal manufacturer of the items quoted to be submitted along with the Technical Bid.

### 3.2 **e-Packet 2: FINANCIAL BID: (in BOQ.xls format – online)**

The Financial Bid complete in all respects with all details filled in the 'Name of the Bidder' column with name, designation and contact no. as per BOQ.xls format given in SECTION-V.

**Note:**

All the documents listed in e-packet-1 (Section-I, II & III) and e-packet-2 must be arranged in the flow / in sequence as mentioned as per **Annexure-F** strictly. C-DAC reserves the right to reject the bid, if any of the above listed documents are not submitted.

## 4 **Last Date of submission of bids:**

Last date for submission of e-bids through <http://eprocure.gov.in/eprocure/app> shall be as per schedule.

**The bid should be addressed to:**

**Materials Management Group,**

**C-DAC, Innovation Park, Panchavati, Pashan Road, Pune 411008.**

The bids must be submitted on-line and the Tender Fees etc. must be submitted in person or through post/ courier/ online so as to reach **on or before the due date and time**. C-DAC- Pune shall not be responsible for any postal delays or any other reason for non-receipt of the tender fees etc. in the specified time and will result in disqualification / rejection of the bid.

In case bidder requires any clarifications / information, they may contact C-DAC Pune at the address given.

**Note:** Please do not put "Commercial Bid" (prices quoted) in the technical e-bid. If the price quoted is submitted with technical e-bid the tender will be summarily rejected.

## 5 **Opening of on-line-bids**

The technical e-bids will be opened as per through [www.eprocure.gov.in/eprocure/app](http://www.eprocure.gov.in/eprocure/app) portal - **online**.

*Opening of commercial e-bids:*

Commercial e-bids of the qualified bidders only will be opened. The decision of C-DAC's bid evaluation committee in this regard will be final and binding on bidders. C-DAC's bid evaluation committee will be authorised to take appropriate decision on minor deviations, if any.

The date, time and venue of opening of commercial bids will be informed later to the qualified bidder. The financial bids will be opened 'on-line' through [www.eprocure.gov.in/eprocure/app](http://www.eprocure.gov.in/eprocure/app) portal.

The bidder's name, bid prices and other appropriate details will be displayed after the opening of the commercial bids.

***(END OF SECTION I)***

## ***Section II–Instructions to Bidders (ITB)***

### **1 Locations for the Supply of Material and Warranty Services at -**

The Intel Component as described in Schedule of Requirements must be supplied, at -

Center for Development of Advance Computing, Pashan, Pune.

### **2 Order Placements & Payment by**

The orders will be placed and payments shall be released by

**Centre for Development of Advanced Computing (C-DAC),**

Innovation Park, Panchavati, Pashan,

Pune 411008, Maharashtra, INDIA

### **3 Eligibility Criteria**

The bidder must satisfy/ comply the eligibility criteria stipulated below.

- 3.1 The bidder must submit all the documents listed at para 3 Section – I above, along with the technical bid.
- 3.2 The bidder should be an entity registered in India under appropriate Indian Laws. Certificate for the same need is to be submitted along with the bid.
- 3.3 Bidder should have minimum annual average turnover of Rs. 50 lakhs for the last three financial years.
- 3.4 If the bidder is not a principal manufacturer of Intel component, the undertaking/s (In original) from the respective principal manufacturers (on the letterhead), as per format given in **Annexure-C** must be submitted for the Intel components (in e-packet – 1-Section-II)
- 3.5 The Indian Agent and the Principal/OEM cannot bid simultaneously.
- 3.6 The bidder must submit all the documents as per Document Checklist – **Annexure-F**, with appropriate page Nos. for the same. The flow of the submitted documents must be in the same order.
- 3.7 The bidder must not be blacklisted by any Govt. Organizations as on date of submission of the bids. A certificate or undertaking to this effect must be submitted (**Annexure – A**).



- 3.8 The Bidder must quote and comply with all the items given in Schedule of requirements – Section IV.
- 3.9 The bidder must comply with the provisions of Office Memorandum: F/No/6/18/2019-PPD dated 23rd July, 2020, issued by Public Procurement Division, Department of Expenditure, Ministry of Finance, Gol (ANNEXURE-G)
- 3.10 The solution offered must comply with the provisions of Order No P-45021/2/2017-PP (BE-II). Dated 4th June, 2020 issued by Public Procurement Division, Department of Investment and Internal Trade, Ministry of Commerce, Gol, read with order number W43/4/2019-IPHW- MeitY, dated 7th September, 2020 issued by IPWH division of MeitY, Gol. (Annexure-G)

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

## 4 Exemptions

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

## 5 C-DAC Right to amend / cancel

- At any time prior to the deadline for submission of bids, C-DAC may, for any reason, whether on its own initiative or in response to the clarification request by a prospective bidder, modify the bid document.
- The amendments to the tender documents, if any, will be notified by release of Corrigendum Notice on [www.eprocure.gov.in/eprocure/app/www.cdac.in/tender](http://www.eprocure.gov.in/eprocure/app/www.cdac.in/tender) against this tender. The amendments/ modifications will be binding on the bidders.
- C-DAC at its discretion may extend the deadline for the submission of bids if it thinks necessary to do so or if the bid document undergoes changes during the bidding period, in order to give prospective bidders time to take into consideration the amendments while preparing their bids.
- C-DAC reserves the right to cancel the entire Tender without assigning any reasons thereof.

## **6 Precautions while preparing the Bids**

Bidder should avoid, as far as possible, corrections, overwriting, erasures or postscripts in the bid documents. In case however, any corrections, overwriting, erasures or postscripts have to be made in the bids, they should be supported by dated signatures of the same authorized person signing the bid documents. In case of discrepancies and/ or calculation errors, if any, the lower unit prices and amounts shall only be considered for comparison of bids. Only Single technical solution to be submitted.

## **7 Annexure- F in lieu of Earnest Money Deposit (EMD)**

- 7.1 The bidder must submit an Undertaking towards EMD as per GFR-2017, Rule 170(iii) as per format given in ANNEXURE-E Subject to conditions stipulated therein.
- 7.2 The successful bidder, on award of contract / order, must send the contract/ order acceptance in writing, within 15 days of award of contract/ order-
- 7.3 C-DAC reserves the right to declare the bidder as un-eligible for said tender and/ or debar from any future bidding processes of C-DAC.
  - 7.3.1 If the bidder withdraws the bid during the period of bid validity specified in the tender.
  - 7.3.2 If the successful bidder fails to furnish the acceptance in writing, within 15 days of award of contract/ order.
  - 7.3.3 If the successful bidder, fails to furnish the Security Deposit as stipulated in Clause 4 of Section III.

## **8 Period of validity of bids**

- 8.1 Bids shall be valid for minimum 120 days from the date of submission. A bid valid for a shorter period shall stand rejected.
- 8.2 C-DAC may ask for the bidder's consent to extend the period of validity. Such request and the response shall be made in writing only. The bidder is free not to accept such request without forfeiting the EMD Declaration. A bidder agreeing to the request for extension will not be permitted to modify their bid.

## **9 Submission of Bids- Online**

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, with date.

## 10 Late Bids

C-DAC shall not be responsible and liable for the delay in receiving the bid for whatsoever reason. C-DAC will not be responsible for any issues arising with or pertaining to CPP Portal ([www.eprocure.gov.in/eprocure/app](http://www.eprocure.gov.in/eprocure/app)) for non-submission, failure in submission of bids on-line within the stipulated time. Bidders are advised to submit e-bids well in advance of the last date and time of submission of the bids. C-DAC will not be responsible for failure in submission/upload of bids for non-working of the online portal on last day/hours of submissions of bids. It will be very hard for C-DAC to seek extension on the last day of the Due Date/Time, as the portal is designed; developed, maintained & controlled by NIC & its DR site.

## 11 Evaluation of Bids

The bids will be evaluated in two steps.

- 11.1 The bids will be examined based on eligibility criteria stipulated to check the eligibility of the bidders. The technical bids of only the eligible bidders will be evaluated based on technical requirements stipulated in the TENDER.
- 11.2 Only the bidders, whose technical bid is found to meet the requirements as specified above will qualify for opening of the commercial bid and will be informed about the date and time of the opening of the commercial bid.
- 11.3 The decision of the TEC with respect to complete technical evaluation is final and binding on all the bidders.
- 11.4 During evaluation of the bids C-DAC, at its discretion, may ask the Bidder for clarification of its Bid. The request for clarification and the response shall be in writing, and no change in the prices is permitted. If required C-DAC may invite the Bidders for technical presentation on the solution offered. During the process of evaluation of bids, if any discrepancies are observed in the bid submitted, the bidders may be given an opportunity to clarify on same. If in the view of bidder, any change in quantity, make or model is required or any additional items are required, for clearing the said discrepancy, the bidder has to arrange for said change and/or addition of material without any increase in the prices quoted.
- 11.5 If the information provided by the bidder is found to be incorrect/misleading at any stage/time during the Tendering Process, C-DAC reserves the right to reject all such incomplete bids .

## 12 Comparison of Bids

- 12.1 Only technically qualified bids as per tender shall be considered for opening and evaluation of price bid.

- 12.2 The total price including the tax amounts (@rates considered & quoted by the bidder or applicable tariff rates, whichever are less) or C-DAC reserves the right to consider appropriate taxes for the evaluation purpose for supply of Intel Component. (Please refer para 1, Section- III).
- 12.3 The total all-inclusive prices (including taxes etc.) offered for Intel Component **with minimum Three Years onsite warranty** will be considered for calculating L-1 bidder.
- 12.4 The date and venue for opening of price bids will be communicated to bidders.

### **13 Award of Contract**

**C-DAC shall award the contract to the qualified bidder whose technical bid has been accepted and determined as the lowest evaluated price bid.**

- 13.1 However, C-DAC reserves the right and has sole discretion to reject the lowest evaluated bid.
- 13.2 If more than one bidder happens to quote the same lowest price, C-DAC reserves the right to place the order with the bidder who has having Intel Components with less delivery period. The decision of C-DAC in this regard shall be binding on the bidders.

### **14 Purchaser's Right to amend / cancel**

- 14.1 C-DAC reserves the right to amend the eligibility criteria, commercial terms & conditions, Scope of Supply, quantities, technical specifications etc. The same shall be published on the Portal.
- 14.2 C-DAC reserves the right to cancel the entire tender without assigning any reasons thereof.
- 14.3 C-DAC reserves the right to reject the bid submitted by the lowest evaluated bidder

***(End of Section - II)***

## ***Section III– Special Conditions of Contract***

### **1 Prices**

- 1.1 The prices quoted shall remain firm and no price escalation will be permitted. Bidder must indicate applicable GST separately. The bidder should exercise utmost care to quote the correct percentage of applicable GST on each item. Any revision in tax / duty structure imposed by the Statutory authority, as on date of supply / invoice, shall be considered, as applicable.
- 1.2 In case due to any error/ oversight, the GST rate quoted by the bidder is different than the actual /applicable GST rate as on date of submission of bid, , 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 bidder.
- 1.3 Notwithstanding the para 1.1 and 1.2 mentioned above, if the GST is not quoted separately and the bid is silent whether GST is included or excluded in price, for the purpose of evaluation of bids, the prices shall be taken as quoted with GST. In this case, the order will be placed with the quoted price. The GST applicable, if any will be borne by the bidder/contractor
- 1.4 The prices will be compared on the basis of price inclusive of GST rates quoted/ calculated by the bidder. In case of errors, correct GST Rates shall be borne by the bidder but bidder in no way will be permitted to change total price quoted in the commercial bid.
- 1.5 Bidder must quote in INR only.
- 1.6 The prices quoted must be inclusive of supply, packing & forwarding, freight, insurance, loading, unloading charges /entry tax/ road permit charges and allied charges till destination at site.
- 1.7 Prices must be quoted for all the items as per format given in Section – IV.

### **2 Delivery Period -**

All the items covered in the Schedule of Requirements (**Section – IV**) must be supplied within 02-04 weeks from the date of award of Contract / placement of order.

### **3 Payments (In INR only)**

- a. 100% amount will be released after the delivery of items, physical verification and acknowledgement by C-DAC within 30 days.
- b. The applicable TDS will be deducted.
- c. The payments shall be remitted through NEFT/RTGS only.

**Note:** All the payments are subject to submission of the valid and complete tax invoices.

### **4 Security Deposit (SD)**

The successful bidder will be required to furnish the Security Deposit in INR equivalent to 3% of the Contract/ Order value (excluding taxes) within 15 days of award of Contract / receipt of Order(s). The Security Deposit should be submitted in the form of Demand Draft drawn in favor of C-DAC payable at Pune or in the form of Bank Guarantee in the name of C-DAC, Pune. The Bank Guarantee submitted towards Security Deposit should be issued by a Scheduled Commercial Bank and must be valid for a period of 6 months. The Security Deposit will be returned within 30 days upon delivery and acceptance by CDAC Pune, and on submission of Performance Bank Guarantee (PBG).

### **5 Performance Bank Guarantee (PBG)**

The successful bidder will be required to furnish the Performance Guarantee towards the Intel Component supplied, in the form of a Bank Guarantee in INR equivalent to 3% of the invoice amount for respective site (excluding taxes), as per the format attached (Annexure D) to this document. This bank guarantee should be submitted along with the invoice after successful supply and acceptance of Intel Component. The Bank Guarantee should be from a Scheduled Commercial bank and shall remain valid for the period of 38 months from the date of acceptance by CDAC Pune. The PBG must be negotiable at a branch of issuing bank in Pune.

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

- a. The Item/ Intel Components fail to achieve the performance as stipulated in this document or
- b. The bidder fails to provide the warranty and other services in scheduled time frame, as stipulated in this document or
- c. The bidder delays to provide the warranty services as stipulated in this document.

### **6 Warranty**

The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract. The supplier further warrants that all Goods supplied under this contract shall have no defect arising from design, materials

or workmanship (except when the design and/or material is required by the Purchaser's specifications) or from any act or omission of the supplier. The warranty should be comprehensive on site, repair/ replacement basis free of cost.

All the equipment and Intel Components supplied must have minimum Three years Comprehensive Warranty from date of successful delivery acceptance by CDAC Pune.

## 7 Penalties

CDAC reserves the right to levy penalties for each site, as given below.

Sr. No	Parameters	Penalty
A	Penalty for Delayed Deliveries.	0.5% of order value per week for delay in delivery.

## 8 Force Majeure

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

## 9 Arbitration

In case any dispute arises between the C-DAC and successful bidder with respect to this TENDER, including its interpretation, implementation, or alleged material breach of any of its provisions both the Parties hereto shall endeavor 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 parties. If the sole arbitrator is not appointed mutually by both the parties then the District Court Pune 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 Pune. The award given by the arbitrator shall be final and binding on the Parties. 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 Pune only shall have the exclusive jurisdiction to try, entertain and decide the matters which are not covered under the Arbitration and conciliation Act.

## **10 Risk and Ownership**

All risks, responsibilities, and liabilities in respect of goods delivered at site shall remain with selected bidder till they are successfully installed and commissioned at site and taken over by end users. Part deliveries shall not be treated as deliveries. Only full deliveries of all items ordered will be considered as delivery. The ownership of the items delivered at site, shall be of C-DAC Pune on successful receipt and acceptance.

## **11 Indemnity,**

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

1. Infringement of any law pertaining to tlectual property, patent, trademarks, copyrights etc. by the bidder or
2. Such other statutory infringements in respect of all the equipment's supplied by successful bidder, or
3. Caused due to any act/ omission/ performance/ under or non or part performance/ failure of the bidder.

## **12 Assignment**

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

## **13 Severability**

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

## **14 Termination**

Validity of purchase order/ rate contract will remain till fulfillment of all obligations (including but not limited to providing comprehensive warranty / support till completion of three years from acceptance of the entire integrated solution as a whole) by the successful bidder.



In case of the delays in providing the stipulated services, and / or defect/ delay/ under or non-performance pertaining to the services / products supplied by the bidder, C-DAC Pune will give written notice to the bidder directing to rectify the defects within 30 days of notice. If bidder fails to comply with the requirements, C-DAC Pune shall have the right to terminate the contract and / or cancel the order/s. The successful bidder agrees and accepts that he shall be liable to pay damages claimed by C-DAC, in the event of termination of contract / cancellation of order, as detailed in this TENDER. The successful bidder may terminate the contract by at least 30 days' written notice, only in the event of non-payment of undisputed invoices for 90 days from the due date. Except this situation, the successful bidder shall have no right of termination.

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

C-DAC reserves the right to terminate the contract / cancel order with or without cause/ reason, by giving 90 days' notice to the successful bidder.

## **15 Limitation of Liability**

The liability of the Bidder / Contractor arising out of breach of any terms/ conditions of the tender / contract/work order and addendums/ amendments thereto, misconduct, willful default will be limited to the total contract value. However, liability of the bidder in case of death/ injury/ damage caused to the personnel/property due to/ arising out of/ incidental to any act/omission/default/deficiency of bidder/ contractor will be at actual. In no event shall either Party, its officers, directors, or employees be liable for any form of incidental, consequential, indirect, special or punitive damages of any kind.

## **16 Disclaimer**

The purpose of this TENDER is to provide the bidder(s) with information to assist the formulation of their proposals. This TENDER does not claim to contain all the information each bidder may require. Each bidder should conduct his own investigations and analysis and should check the accuracy, reliability and completeness of the information in this TENDER and where necessary obtain independent advice. C-DAC Pune makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this TENDER.

## **17 Jurisdiction**

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

## **18 Corrupt or Fraudulent Practices**

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

C-DAC Pune will reject bid if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices while competing for this contract.

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

## **19 Interpretation of the clauses in the Tender Document / Contract Document**

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

***(End of Section- III)***

## ***Section IV – Schedule of Requirement***

This Section covers the general and technical requirements of Intel Component deliverables/ responsibilities of the successful bidder.

**The bidder must submit the detailed technical compliance matrix towards the schedule of requirements as given below in tabular format.**

Sr.No.	Description	Qty.
01.	Modules Intel Virtual RAID on CPU - Premium, Part No. - VROCPREMMOD.	150 Nos.

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

## **Section V – Price Schedule (Unpriced)**

### **Summary Format- Supply of Intel Component.**

Sr. No.	Particulars	Quantity	Price Rs.	GST Rs.
1.	Modules Intel Virtual RAID on CPU - Premium, Part No. - VROCPREMMOD.	150 Nos.	XXXX	
2.	Any other charges, required.		XXXX	

The prices quotes should be including freight, insurance, loading, un-loading, handling and allied charges to be incurred till receipt of material at site.

The rates (%) of GST for each line item shall be as given in Un-priced commercial bid submitted along with the technical bid.

Only item details along with qty and applicable GST % are mentioned above, all other information needs to be filled in the BOQ.xls file on e-procurement.

## ***Annexure A– Covering Letter***

Date:

To:

Director General,  
Centre for Development of Advanced Computing (C-DAC)  
Innovation Park, Panchavati, Pashan Road,  
S. No 34,Pune, 411008,Maharashtra India

**Subject:** Submission of the Technical bid for Supply of Intel Components.

Dear Sir,

We, the undersigned, offer to supply of Intel Components for C-DAC, Pune in response to your TENDER No **xxxxxx** dated xxxxx. We are hereby submitting our proposal for same, which includes this Technical bid and the Financial Bid on [www.eprocure.gov.in/eprocure/app](http://www.eprocure.gov.in/eprocure/app).

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

We undertake, if our proposal is accepted, to initiate the Implementation activities towards supply of material, as stipulated in the referred TENDER.

We agree to abide by all the terms and conditions of the TENDER document, including corrigenda. We would hold the terms of our bid valid for 120 days as stipulated in the TENDER document.

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

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

Yours sincerely,

Authorized Signatory:

Name and Title of Signatory:

e-mail:

Mobile No:

## **Annexure B– Authority Letter**

Date:

To:

Director General,  
Centre for Development of Advanced Computing (C-DAC)  
Innovation Park, Panchavati, Pashan Road,  
S. No 34, Pune , 411008, Maharashtra India

**Subject: Authority Letter**

Reference: TENDER document no. **XXXXXXXXXX**

Dear Sir,

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

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

Specimen Signature:

The undersigned is authorized to issue such authorization on behalf of us.

For M/s \_\_\_\_\_ (Name of the bidder)

Signature and company seal

Name

Designation

Email

Mobile No.

## ***Annexure C – Undertaking by Principal Manufacturer***

**(To be submitted in Original on Letterhead)**

Date:

Director General,  
Centre for Development of Advanced Computing (C-DAC)  
Innovation Park, Panchavati, Pashan Road,  
S. No 34, Pune , 411008, Maharashtra India

**Subject: Undertaking by Principal Manufacturer against tender no. XXXXXX for Supply of Intel Components for CDAC Pune.**

Dear Sir,

We, M/s \_\_\_\_\_ (Name of the manufacturer) having registered office at \_\_\_\_\_ (address of the manufacturer) by virtue of being manufacturer for \_\_\_\_\_ (Name of the product/s), hereby authorize M/s \_\_\_\_\_ (Name of the bidder) having their office at \_\_\_\_\_ (Address of bidder) to submit quote, supply, install and provide after sales support for our range of products quoted by them to meet the above mentioned tender requirements.

M/s \_\_\_\_\_ (Name of the manufacturer) within the scope of requirement as per the tender mentioned above undertake to provide technical & other support towards fulfilling the requirements of delivery and acceptance criteria and product warranty for Intel Component to be supplied at site(s) by our authorised representative M/s (Name of bidder) against said tender.

The undersigned is authorized to issue such authorization on behalf of M/s \_\_\_\_\_ (Name of the manufacturer).

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

Signature & company seal

Name

Designation

Email

Mobile No.

**Annexure D – Performance Bank Guarantee**  
(on non-judicial paper of appropriate value)

To,

Director General,  
Centre for Development of Advanced Computing (C-DAC)  
Innovation Park, Panchavati Pashan Road,  
S. No 34, Pune , 411008, Maharashtra India

BANK GUARANTEE NO:

DATE:

Dear Sir(S)

This has reference to the Purchase Order No. \_\_\_\_\_ Dated \_\_\_\_\_ been placed by C-DAC on M/s \_\_\_\_\_ (Name & Address of vendor) for supply and acceptance and warranty of \_\_\_\_\_ (description of items) at C-DAC Pune.

The conditions of this order provide that the vendor shall,

1. Arrange to deliver the items listed in the said order to the consignee, as per details given in said order, and
2. Arrange for the comprehensive warranty service support towards the items specified in 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.

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



have the effect of releasing the bank from its full liability of XXXXX hereunder or of prejudicing right of XXXXX against the bank.

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

This undertaking guarantee shall be in addition to any other undertaking or guarantee or security whatsoever that XXXXX 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 XXXXX 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 XXXXX 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 XXXXX here under.

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

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

Notwithstanding anything contained herein:

- A. Our liability under this guarantee shall not exceed Rs \_\_\_\_\_ (in words)
- B. This bank guarantee shall be valid up to (36 months from date of acceptance) & unless a suit for action to enforce a claim under guarantee is filed against us within one 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 \_\_\_\_\_

Granted by the Bank

Yours faithfully,

For (Name of Bank)

SEAL OF THE BANK  
Authorised Signatory

## **Annexure – E: Undertaking For EMD**

(To be submitted on Company Letter Head).

Date:

To:

Director General,  
Centre for Development of Advanced Computing (C-DAC)  
Innovation Park, Panchavati, Pashan Road,  
S. No 34, Pune , 411008, Maharashtra India

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

Reference: TENDER document no. XXXXXX

Dear Sir,

We, the undersigned, offer for supply of Intel Component for C-DAC Pune as per tender at C-DAC, Pune, in response to your Tender No CDACP/..... /22-23/3xx. We are hereby submitting our proposal for same, which includes Technical bid and the Financial Bid through www.eprocure.gov.in. As a part of eligibility requirement stipulated in said tender document, we hereby submit a declaration in lieu of Earnest Money Deposit (EMD), as given below:

- 1. Our bid shall remain valid for 120 days from the date of submission and that we will not withdraw or modify our bid during the validity period,**
- 2. In case, we are declared as successful bidder and an order is placed on us, we will submit the acceptance in writing within 15 days of placement of order on us.**
3. In case, we are declared as successful bidder and an order is placed on us, we undertake, to submit a **Security Deposit of 3 %** of the order value, as per terms stipulated in the tender.
4. In case of failure on our part to comply with any of the above said requirements, we are aware that we shall be declared as un-eligible for said tender and /or debarred from any **future bidding process of C-DAC & Other Govt. Institutes for a period of minimum one year.**
5. The undersigned is authorized to sign this undertaking.

Yours sincerely,

Authorized Signatory:

Name and Title of Signatory:

e-mail:

Mobile No:

## **Annexure –F: Documents Check –List**

Sr. No.	Documents to be Submitted	Submitted (Yes / No)
	<b>e-packet – 1</b>	
1	Covering Letter as per Annexure - A.	
2	Authority Letter as per <b>Annexure – B</b>	
3	Exemption documents towards EMD- Annexure- E	
4	A copy of Certificate of Incorporation, Partnership Deed / Memorandum and Articles of Association / any other equivalent document showing date and place of incorporation, as applicable.	
5	A copy of GST registration certificate.	
6	Copies of at least ONE purchase orders in the name of bidder from the end client / end user, during last one year for Intel Components sold.	
7	A photo copy of the commercial bid without prices (prices blocked) and copy of commercial terms & conditions (in detail) as included in the commercial bid. CDAC reserves the right to reject the bid in case of any discrepancy observed in the un-priced commercial bid and the actual commercial bid.	
8	Undertaking to the effect that a Security Deposit of 3% of the order value will be submitted in case C- DAC decides to place the Purchase Order.(Annexure-A)	
9	Undertaking to the effect that the bidder is not black-listed or barred from participation in bidding process by any Central/ State Government, Government Department, Government Undertaking, Public Sector Unit (PSU) or autonomous institution, as on date of submission of bids. (Annexure-A)	
10	All the necessary documents in support of eligibility criteria stipulated in Section–II, Para-3 (Eligibility Criteria).	
11	The executive summary of the bid submitted	
12	Duly filled Technical Bid (covering the details of solution, detailed bill of material, technical specifications, makes and models of items, etc.)	
	<b>e –packet 2</b>	
13	Price Bid as per format given in <b>Section – V</b>	

**ANNEXURE G - CERTIFICATE FROM BIDDER**

To:  
 Executive Director,  
 Centre for Development of Advance Computing,  
 Pune – 411 008

**Ref: Tender Ref. No:**

We hereby certify that the goods being offered by (name of bidder) vide their proposal dated xxx, against referred RFP, comply with the provisions of order No. P45021/2/2017-PP (BE-II), dated 15.06.2017 and subsequent revisions dated 28.05.2018, 29.05.2019, 04.06.2020 and 16.09.2020, issued by Public Procurement Division, Department of Investment and Internal Trade, Ministry of Commerce, GoI, read with order number W43/4/2019-IPHW- MeitY, dated 7th September, 2020 issued by IPWH division of MeitY, GoI. We hereby certify the details pertaining to goods offered by them, as given below

Sr. No	Item Description	Make & Model No.	Country of origin of OEM	Country of Manufacture of item	Percentage of Local contents, as per referred OM
1					
2					
3					
4					
x					

**Note-** CDAC reserves the right to proceed/accept/reject/cancel the bid at its sole discretion, based on the responses received against the MII declaration submitted by the bidders/vendors.

We also certify that, we are not from a country sharing land border with India as defined in order No. F/No/6/18/2019-PPD dated 23 July 2020 issued by public procurement Division, Dept. of Expenditure, Ministry of Finance, GoI and the goods offered by us comply with the provisions of said order.

For (Name of bidder)

Authorized Signatory

Name & Designation:

Mobile No:

**(End of Document)**