

Annexure B – Corrigendum

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**Tender No:** GEM/2024/B/5031803 AND CDACP/NSM-DCLC-20PF/24-25/406

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<b>Sr. No</b>	<b>Reference</b>	<b>Tender Description</b>	<b>Corrigendum</b>
<b>A</b>		<b>Tender Schedule</b>	
<b>1</b>	Bid End Date/Time	13-07-2024 16:00:00	25-07-2024 16:00:00
<b>2</b>	Bid Opening Date/Time	13-07-2024 16:30:00	25-07-2024 16:30:00
<b>B</b>		<b>SECTION I – INVITATION OF BIDS</b>	

1	9. Eligibility Criteria:	<p><b>9.5. Technical Eligibility</b></p> <p>9.5.1. Bidder should have previous experience of such work in the India from end client for such single-phase cold plate cooling system with minimum 500 nos. of cold plate at one site along with manifold, underfloor SS piping and cooling distribution unit. Such work should include supply, installation, testing and commissioning of all DCLC components.</p> <p>Or</p> <p>Bidder should have previous experience of such work in the India for such single-phase cold plate cooling system with minimum CDU capacity of 750 KW, minimum number of operating CDU should be 4 nos. and such CDU should be in N + 1 mode at one site along with manifold, underfloor SS piping etc. Such work should include supply, installation, testing and commissioning of all DCLC components except cold plate.</p> <p>Or</p> <p>If Bidder does not have any experience on implementation of such DCLC solution but have established technical capability - Bidder should have technical manpower which has certified by OEM as listed in below table. ( Table as per tender)</p> <p>The Indian agent and the principal manufacturer / OEM of the components stated in this bid cannot bid simultaneously. Bidding simultaneously by Indian agent and the principal manufacturer / OEM of components will be a disqualification for both the parties</p>	<p><b>9.5. Technical Eligibility</b></p> <p>9.5.1. Bidder should have previous experience of such work in the India from end client for such single-phase cold plate cooling system with minimum 500 nos. of cold plate at one site along with manifold, underfloor SS piping and cooling distribution unit. Such work should include supply, installation, testing and commissioning of all DCLC components. <b>Bidder to submit the documentary evidence for same.</b></p> <p>Or</p> <p>Bidder should have previous experience of such work in the India for such single-phase cold plate cooling system with minimum CDUs capacity of 450 KW, minimum number of CDU should be 3 nos. and such CDU should be in N + 1 mode at one site along with manifold, underfloor SS piping etc. Such work should include <b>installation, testing</b> and commissioning of all DCLC components except cold plate.</p> <p>Or</p> <p>If Bidder does not have any experience on implementation of such DCLC solution but have established technical capability - Bidder should have technical manpower which has certified by OEM as listed in below table. <b>(No change in Table)</b></p> <p>Or</p> <p><b>Bidder who is OEM of CDU / Cold Plate having experience of supply installation, testing and commissioning of DCLC solution for at least two number of Data centres anywhere in the world and each data centre should have minimum DCLC load of <u>500 KW each</u>. Such scope of work should include installation of underfloor piping, valve train etc. Bidder needs to give the documentary evidence.</b></p> <p>Or</p> <p><b>Bidder who is OEM of CDU / Cold Plate having experience of supply installation, testing and commissioning of DCLC solution for at least one number of Data centres anywhere in the world and data centre should have minimum DCLC load of <u>1000 KW</u>. Such scope of work should include installation of underfloor piping, valve train etc. Bidder needs to give the documentary evidence.</b></p> <p>The Indian agent and the principal manufacturer / OEM of the components stated in this bid cannot bid simultaneously. Bidding simultaneously by Indian agent and the</p>
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			principal manufacturer / OEM of components will be a disqualification for both the parties
2		9.4. Bidder to submit the MAF of Cold plate, CDU, Manifold from respective OEM.	9.4. Bidder to submit the MAF of Cold plate, CDU, Manifold, Grooved fitting, Grooved coupling, etc. from respective OEM.
3		9.7 The principal manufacturers / original equipment manufacturer (OEM) of DCLC components, Manifold and CDUs should have service centers in India. Documentary evidence for the same is to be provided.	9.7 The principal manufacturers / original equipment manufacturer (OEM) of CDUs should have a service centre in India. Documentary evidence for the same is to be provided. <b>If the service centre is not in India, the bidder must provide, along with the bid submission, an undertaking from the principal manufacturer/OEM stating that critical spares for the CDU will be kept at the bidder's location. A list of such critical spares must be included in the bid submission. The successful bidder needs to ensure the availability of these critical spares.</b>
4		9.1. The bidder must submit all the documents listed at para 4.1.1 & 4.1.2 of Section – I above, along with the technical bid.	9.1. The bidder must submit all the documents listed at <b>para 3</b> above, along with the technical bid.
5	14. The evaluation will be based on a scoring criterion.	2 Past Performance Evaluate this factor based on Past Experience of Work Carried out either with CDAC or other similar work experience with other clients by reference check. Experience in delivering the DCLC solution in-line with timelines stipulated for this tender shall be given weightage. Subtotal – Past Performance 20	2 Past Performance Evaluate this factor based on Past Experience of Work Carried out either with CDAC or other similar work experience with other clients by reference check. And if bidder does not have any past experience and have technical manpower which is certified by OEM as listed in tender table under clause no.9.5.1 – for such bidders <b><u>base of 10 marks will be given out of 20.</u></b>  Subtotal – Past Performance 20

6	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	This clause is deleted from ATC. The standard condition of limitation of liability of GeM is applicable.																														
7	8.1 Penalty for Delayed Delivery /Services	In case, the supplier fails to complete any part of scope of the work (i.e. delivery, inspection, installation) or part thereof within the period as stipulated in the order, C-DAC reserves the right to recover from the supplier, as agreed liquidated damages and not by way of penalty, a sum of 0.5% of the price of total order value for each week or parts thereof, of the delay, subject to a maximum of 10% of basic contract value without taxes.	In case, the supplier fails to complete any part of scope of the work (i.e. delivery, inspection, installation) or part thereof within the period as stipulated in the order, C-DAC reserves the right to recover from the supplier, as agreed liquidated damages and not by way of penalty, a sum of 0.5% of the price of total order value for each week or parts thereof, of the delay, subject to a maximum of 5% of basic contract value without taxes.																														
8	8.5 Penalty for Delayed Delivery /Services	<table border="1"> <tr> <td data-bbox="511 873 553 1142">8</td> <td data-bbox="553 873 764 1142">Penalty if uptime of HPC system due to DCLC components failure. Measured on a quarterly basis (as per calendar year)</td> <td data-bbox="764 873 1002 1142">Penalty for downtime shall be levied as given below in 1,2,3, which will be over and above the penalty mentioned above in para-a.</td> </tr> <tr> <td data-bbox="511 1142 553 1262">8</td> <td data-bbox="553 1142 764 1262">Less than 98.5% but more than 97.5% in a quarter</td> <td data-bbox="764 1142 1002 1262">Penalty @0.2% of the order value per quarter.</td> </tr> <tr> <td data-bbox="511 1262 553 1381">8</td> <td data-bbox="553 1262 764 1381">Less than 97.5%</td> <td data-bbox="764 1262 1002 1381">Penalty @0.5% of the order value per quarter.</td> </tr> <tr> <td data-bbox="511 1381 553 1591">8</td> <td data-bbox="553 1381 764 1591">Less than 95%</td> <td data-bbox="764 1381 1002 1591">C-DAC reserves the right to terminate the contract and invoke the performance bank guarantee.</td> </tr> <tr> <td data-bbox="511 1591 553 1814">8</td> <td data-bbox="553 1591 764 1814">Capping</td> <td data-bbox="764 1591 1002 1814">The maximum penalty, as stipulated in Para a and b above, will be capped to 10% of the order value.</td> </tr> </table>	8	Penalty if uptime of HPC system due to DCLC components failure. Measured on a quarterly basis (as per calendar year)	Penalty for downtime shall be levied as given below in 1,2,3, which will be over and above the penalty mentioned above in para-a.	8	Less than 98.5% but more than 97.5% in a quarter	Penalty @0.2% of the order value per quarter.	8	Less than 97.5%	Penalty @0.5% of the order value per quarter.	8	Less than 95%	C-DAC reserves the right to terminate the contract and invoke the performance bank guarantee.	8	Capping	The maximum penalty, as stipulated in Para a and b above, will be capped to 10% of the order value.	<table border="1"> <tr> <td data-bbox="1015 873 1057 1205">I</td> <td data-bbox="1057 873 1268 1205">Penalty if uptime of HPC system due to DCLC components failure. Measured on a quarterly basis (as per calendar year)</td> <td data-bbox="1268 873 1502 1205">Penalty for downtime shall be levied as given below in II, III, IV and V which will be over and above the penalty mentioned above in para-8.1.</td> </tr> <tr> <td data-bbox="1015 1205 1057 1325">II</td> <td data-bbox="1057 1205 1268 1325">Less than 98.5% but more than 97.5% in a quarter</td> <td data-bbox="1268 1205 1502 1325">Penalty @0.2% of the order value per quarter.</td> </tr> <tr> <td data-bbox="1015 1325 1057 1444">III</td> <td data-bbox="1057 1325 1268 1444">Less than 97.5%</td> <td data-bbox="1268 1325 1502 1444">Penalty @0.5% of the order value per quarter.</td> </tr> <tr> <td data-bbox="1015 1444 1057 1654">IV</td> <td data-bbox="1057 1444 1268 1654">Less than 95%</td> <td data-bbox="1268 1444 1502 1654">C-DAC reserves the right to terminate the contract and invoke the performance bank guarantee.</td> </tr> <tr> <td data-bbox="1015 1654 1057 1856">V</td> <td data-bbox="1057 1654 1268 1856">Capping</td> <td data-bbox="1268 1654 1502 1856">The maximum penalty, as stipulated in Para 8.5 above, will be capped at 5% of the order value.</td> </tr> </table>	I	Penalty if uptime of HPC system due to DCLC components failure. Measured on a quarterly basis (as per calendar year)	Penalty for downtime shall be levied as given below in II, III, IV and V which will be over and above the penalty mentioned above in para-8.1.	II	Less than 98.5% but more than 97.5% in a quarter	Penalty @0.2% of the order value per quarter.	III	Less than 97.5%	Penalty @0.5% of the order value per quarter.	IV	Less than 95%	C-DAC reserves the right to terminate the contract and invoke the performance bank guarantee.	V	Capping	The maximum penalty, as stipulated in Para 8.5 above, will be capped at 5% of the order value.
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C		(Schedule of Requirement)																															

1	5 Under Floor Piping for Secondary Coolant network	5.2.3 ASTM A351 – Castings, Austenitic, Austenitic-Ferritic (Duplex), for pressure Containing Parts ASTM A743 – Iron-Chromium Nickel, Corrosion Resistant, for General Applications Pipe: ASTM A312, Type 304/304L or 316/316L, Schedule 5 and 10, Roll or Cut grooved as appropriate to the pipe material, wall thickness, pressure, size and method of joining.	5.2.3 ASTM A351 – Castings, Austenitic, Austenitic-Ferritic (Duplex), for pressure Containing Parts ASTM A743 – Iron-Chromium Nickel, Corrosion Resistant, for General Applications Pipe: ASTM A312, Type 304/304L or 316/316L, <b>Schedule 40</b> , Roll or Cut grooved as appropriate to the pipe material, wall thickness, pressure, size and method of joining. <b><u>Accordingly, the pipe and elbows should be Schedule 40.</u></b> All valves should be minimum PN10 rated. Piping shall be provided with thermal insulation of 'O class Nitrile insulation (Armaflex/K Flex) with protective coating on piping with min 26G of Aluminium cladding.
2	4 Cooling Distribution Unit (CDU)	1.5 CDU needs to operate on three phase 5 wire electrical system and this electrical input will be from UPS backed up by batteries. Bidder to consider appropriate size of cabling, cable tray for this CDU input power from existing CDU DB.	1.5 CDU needs to operate on three phase 5 wire electrical system and this electrical input will be from UPS backed up by batteries. Bidder to consider appropriate size of cabling, cable tray for this CDU input power from existing CDU DB. <b>Bidder needs to consider up to 20 meters of cable to connect to DB. The cabling has to be overhead. CDU DB is not in the scope of the tender whereas cabling from the DB till to CDU along with the cable tray and location of the cable will be above the false ceiling is in the scope of this tender.</b>

Annexure -A

Response to pre-bid queries				
Tender No. GEM/2024/B/5031803 dated 12.06.2024				
Name of Bidder -Mohammed mujtaba <mujtaba@greenhvac.co.in> --As the name of the bidder is not provided in the email received for the pre-bid queries. The website mentioned in the email is also not working.				
Sr.No	Section/Page No.	Clause Reference	Query From Bidder	C-DAC Response
			According to RFP Clause No. 14, a scoring criterion or marking system will be used for evaluation. On the following points, we would want clarification:	
			<ul style="list-style-type: none"> <li>Point No. 1 : Past Experience: Requesting CDAC to provide further details on the requirements and marking system for delivering DCLC within the allotted time frames. For a bidder who does not have experience with CDAC, how will it be rated?</li> </ul>	By Reference Check. Bidder to submit the details of such executed work including mail id, phone number, etc. If required CDAC officials will visit such a place, and Bidder needs to make necessary permissions for the same.
			<ul style="list-style-type: none"> <li>Point No. 2 : Presentation: We would like CDAC to inform all bidders of the standards for the questions that will be posed during the presentation round. This will guarantee that all bidders will be questioned according to the same set of criteria, facilitating competitive bidding in an open tender system where RFPs are released.</li> </ul>	Technical response to the RFP by the bidders will be evaluated by the internal technical evaluation committee (TEC). The queries that will be asked of each one of the bidders is solely dependent on the response to the RFP, compliance to the technical specifications and Tender terms & conditions. Needless to mention, it is bidder's solution specific and response specific. The technical presentation to the TEC by the bidders should demonstrate the technical competence, capability, and track record of the bidders as well as the quality of the proposed products and implementation timelines with associated key differentiators. The decision of the TEC constituted by the Competent Authority is final and binding on all the bidders.

			<ul style="list-style-type: none"><li>• Point No. 3 : General: Since the marking scheme appears to be rather subjective, we would like to submit our reservation that this does not guarantee fair evaluation of the bids; Request CDAC to omit this clause completely</li></ul>	Technical response to the RFP by the bidders will be evaluated by the internal technical evaluation committee (TEC). The queries that will be asked of each one of the bidders is solely dependent on the response to the RFP, compliance to the technical specifications and Tender terms & conditions. Needless to mention, it is bidder's solution specific and response specific. The technical presentation to the TEC by the bidders should demonstrate the technical competence, capability, and track record of the bidders as well as the quality of the proposed products and implementation timelines with associated key differentiators. The decision of the TEC constituted by the Competent Authority is final and binding on all the bidders.
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**Name of the DCLC Manufacturer: Mikros Technologies LLC -USA**

Sr. No	Section / Page / Clause Reference	Query from Mikros Technologies 's Indian representative	C-DAC Response
1	9.5 Technical Eligibility	Clause 9.5 : The eligibility criteria of 500 Nos of Cold plates instalation in India at One site is applicable for Bidder or for the manufacturer ? As At Mikros Technologies, we do not have the information and data of 500 cold plates instalation at one single site in India As of now. However, Mikros technologies prototype cold plates were developed , installed and tested at CDAC as per suitable and excedding the technical requirements of set by the clients.	Refer Clause no 9.5.1 for Bidder eligibility and refer clause no 9.5.2 for OEM eligibility.
		We request for considration of Mikros Technologies LLC-USA designed and manufactured cold plates as in the approved vendor list and allow our participation through the eligible bidders .	Mikros has carried out POC at CDAC Pune. Mikros cold plate are acceptable.



Name of the Bidder: PRASA

Sr.No	Section/Page No.	Clause Reference	Query From Bidder	C-DAC Response
1	5.6.1 & 5.6.2 / Page No. 29	Supply Valve Train & Return valve train:- Supply valve train serves a single rack. The Aquatherm/Stainless steel side of the valve train is connected directly to the supply header outlets. This valve train contains the following starting from left to right:	As per RFP Aquatherm/Stainless steel are material mentioned for Supply Valve Train & Return Valve Train. Aquatherm is manufacturer which manufactures PPR Material (Polypropylene) Pipes. Requesting CDAC to approved Polypropylene/stainless-steel as a approved material for pipes for Supply & Return Valve Train. Also requesting to approved manufacturers of PPR pipes for example KPT.	The supply and return valve train is an OEM-specific requirement and will be as per the tender specifications. Regarding the choice between SS pipes and PPR material pipes: as per the tender, SS pipes are required. This is because PPR material-based piping experiences linear expansion over long lengths when exposed to high-temperature fluids. Additionally, PPR pipes are connected using heat fusion, which must be done with a fusion machine. We have made provisions for future expansion in the same data center, and using PPR pipes may create issues in the future. Therefore, from a technical perspective, bidders must adhere to the tender requirement for SS piping only.
2	5 / Page No. 27	Under Floor Piping for Secondary Coolant network	As per RFP Clause Stainless Steel Pipes to be Used for Under Floor Piping. Requesting CDAC to approved PPR Based Piping for Under floor Piping.	The supply and return valve train is an OEM-specific requirement and will be as per the tender specifications. Regarding the choice between SS pipes and PPR material pipes: as per the tender, SS pipes are required. This is because PPR material-based piping experiences linear expansion over long lengths when exposed to high-temperature fluids. Additionally, PPR pipes are connected using heat fusion, which must be done with a fusion machine. We have made provisions for future expansion in the same data center, and using PPR pipes may create issues in the future. Therefore, from a technical perspective, bidders must adhere to the tender requirement for SS piping only.
3	1.9/ Page No.23	CDU should have input side minimum 500 microns as well as at output side filters. Filter differential pressure is monitored to indicate when flushing/filter screen replacement is required	Request you to kindly approve as " Filter of 200 Micron at Input side and secondary TCS 50 Micron - The micron rating indicates the filter's ability to remove contaminants based on size. Generally, filters with a lower micron rating provide better protection against harmful pollutants like bacteria, sediment, and heavy metals. In contrast, higher-rated filters may let some of these contaminants slip through.	We have asked in Tender minimum size of filter , better than this will be accepted.
4	1.13 / Page No. 24	All components need to be in a single cabinet and foot print area to be as small as possible. Refer Layout drawing. The standard cabinet colour is black - RAL 9005. For any necessary field adjustments, field calibrations, and/or periodic maintenance, service access needs to be provided to the front and rear of the CDU unit with side panels also removable. The CDU unit needs to be provided with heavy duty castors giving the ability to roll, thus allowing relocation along any flat or slightly inclined surface. The CDU cabinet need not to generate sound pressure levels (SPL) above 55 dBA measured 3 metres in any direction from its external surfaces under normal operating conditions	Request you to Kindly accept as "sound pressure levels (SPL) 3 Mtr less than 60Db"	Better than Tender specific value are accepted for this clause.
5	General		Need site layout & section layouts for piping consideration and design	Write to mmg@cdac.in for drawings.
1	General Requirement (Technical) Pg. 19	The outlet from CDU i.e. Inlet to manifold (Input to cold plate) will be 35 deg C and the return will be of Delta T of 10 Deg C +/- 2 Deg C. The layout drawing provided is with Point of Delivery Architecture (POD).	In order to achieve best PUE & Considering Bangalore Ambient as per ASHRAE (which will enable Dry Cooler to give higher water Temperature) we suggest the requirement of CDU inlet into the manifold can be taken up-to 37deg C +/- 2 deg C. Restricting it to 35deg C +/-2 deg C will deteriorate the operational efficiency of the CDU & corresponding PUE.	As per Tender Specification.
2	Section I Invitation for Bids 9. Eligibility Criteria	The bidder must submit all the documents listed at para 4.1.1 & 4.1.2 of Section - I above, along with the technical bid	In Section-I we couldn't find para 4.1.1 & 4.1.2	Refer Corrigendum
3	Invitation of Bid Point No 14 Marking Scheme	Evaluate this factor based on Past Experience of Work Carried out either with CDAC or other similar work experience with other clients by reference check. Experience in delivering the DCLC solution in-line with timelines stipulated for this tender shall be given weightage	Requesting CDAC to elaborate the criteria and marking scheme for delivering DCLC with the timelines stipulated. As multiple projects have multiple dependencies or changes of their own.	Refer Corrigendum

4	Invitation of Bid Point No 14 Marking Scheme	4. Presentation	We would like CDAC to declare the criteria for the questions that will be asked during the presentation round to all bidders. This is to ensure the same criteria will be followed while asking questions to all the bidders, enabling open and fair competitive bidding in an open tender system under which RFPs are published.	Technical response to the RFP by the bidders will be evaluated by the internal technical evaluation committee (TEC). The queries that will be asked of each one of the bidders is solely dependent on the response to the RFP, compliance to the technical specifications and Tender terms & conditions. Needless to mention, it is bidder's solution specific and response specific. The technical presentation to the TEC by the bidders should demonstrate the technical competence, capability, and track record of the bidders as well as the quality of the proposed products and implementation timelines with associated key differentiators. The decision of the TEC constituted by the Competent Authority is final and binding on all the bidders.
5	Invitation of Bid Point No 14 Marking Scheme	-	With our prior experience, we would like to understand the decisions/questions (quantity, level of detail, expected responses, etc.) that determine the marks to be awarded to the bidder, as the marking scheme seems to be extremely subjective.	Technical response to the RFP by the bidders will be evaluated by the internal technical evaluation committee (TEC). The queries that will be asked of each one of the bidders is solely dependent on the response to the RFP, compliance to the technical specifications and Tender terms & conditions. Needless to mention, it is bidder's solution specific and response specific. The technical presentation to the TEC by the bidders should demonstrate the technical competence, capability, and track record of the bidders as well as the quality of the proposed products and implementation timelines with associated key differentiators. The decision of the TEC constituted by the Competent Authority is final and binding on all the bidders.
6	Section - I Point 8	The Items, components etc. covered in this tender must be supplied, installed within 20 weeks at site from the date of placement of order	Requesting CDAC to extend delivery timelines to 30 Weeks from Date of placement of Order	No Change
7	Date of Submission	Submission of Bid 13-06-2024	Requesting CDAC to extend Submission of Bid by 4 weeks. i.e. Upto 13 August.	Refer Corrigendum
8	5.6.1 & 5.6.2 / Page No. 29	Supply Valve Train & Return valve train:- Supply valve train serves a single rack. The Aquatherm/Stainless steel side of the valve train is to connected directly to the supply header outlets. This valve train contains the following starting from left to right:	In earlier CDAC DCLC Bids PPR material with KPT as manufacturer was approved for bidding. As per current RFP Aquatherm/Stainless steel are material mentioned for Supply Valve Train & Return Valve Train. Aquatherm is manufacturer which manufactures PPR Material (Polypropylene) Pipes. Requesting CDAC to approved Polypropylene/stainless-steel as a approved material for pipes for Supply & Return Valve Train. Also requesting to approved manufacturers of PPR pipes for example KPT.	The supply and return valve train is an OEM-specific requirement and will be as per the tender specifications. Regarding the choice between SS pipes and PPR material pipes: as per the tender, SS pipes are required. This is because PPR material-based piping experiences linear expansion over long lengths when exposed to high-temperature fluids. Additionally, PPR pipes are connected using heat fusion, which must be done with a fusion machine. We have made provisions for future expansion in the same data center, and using PPR pipes may create issues in the future. Therefore, from a technical perspective, bidders must adhere to the tender requirement for SS piping only.
9	5 / Page No. 27	Under Floor Piping for Secondary Coolant network	As per RFP Clause Stainless Steel Pipes to be Used for Under Floor Piping. Requesting CDAC to approved PPR Based Piping for Under floor Piping.	The supply and return valve train is an OEM-specific requirement and will be as per the tender specifications. Regarding the choice between SS pipes and PPR material pipes: as per the tender, SS pipes are required. This is because PPR material-based piping experiences linear expansion over long lengths when exposed to high-temperature fluids. Additionally, PPR pipes are connected using heat fusion, which must be done with a fusion machine. We have made provisions for future expansion in the same data center, and using PPR pipes may create issues in the future. Therefore, from a technical perspective, bidders must adhere to the tender requirement for SS piping only.

**Name of the Bidder: Schneider Electric**

Sl.NO.	Section / Page No	Clause Reference	Query from bidder Date: 19-Jun-2024	C-DAC Response
1	Section 1 Clause 8, Page 5 of 49	Delivery Period	We request to extend the delivery period from 20 weeks to 28 weeks, as the import of items takes about 4-5months	No Change , As per Tender
2	Section 1 Clause 9.5.1, Page 6 of 49	Technical Eligibility	Under the 2nd option of Bidder having previous experience, please confirm that the such experiences shall include the scope of installation, testing and commissioning of all DCLC components except cold plate- supply scope being not mandatory	Refer Corrigendum.
3	Section 1 Clause 16, Page 17 of 49	Limitation of Liability	We request you to modify as below: "Notwithstanding anything to the contrary, 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"	Refer Corrigendum.
4	Section 1 Clause 9.7, Page 7 of 49	Eligibility	We request for the waiver of this clause, as our principal manufacturer of DCLC components, Manifold & CDU does not have a service center in India. This risk can be determined by a list of critical & capital spares that can be maintained/procured in advance. The list can be defined at tender stage	Refer Corrigendum.
5	Section II Clause 4, Page 12 of 49	Performance BG	PBG can be provided for 3years and can subsequently be renewed till the ask date. Please confirm this is acceptable	No Change , As per Tender
6	Section II Clause 4, Page 12 of 49	Performance BG	Please incorporate the word above "for the reasons solely attributable to bidder" and request prior notice shall be given to bidder with valid reason	No Change , As per Tender
7	Section II Clause 6, Page 13 of 49	Warranty	We request you to amend the requirement of 5years from the date of acceptance to "5 years from the date of acceptance or 5.5years from the date of supply, whichever is earlier"	No Change , As per Tender
8	Section II Clause 6, Page 13 of 49	Warranty	We request you to delete the following part of the sentence as it would mean evergreen warranty which is not acceptable "in such an event the above-mentioned warranty period shall apply to the Goods replaced from the date of acceptance of the replacement"	Refer Corrigendum.
9	Section II Clause 6, Page 15 of 49	Penalty for delayed Delivery /Services	We request you to cap the cumulative maximum LD as 5% of the contract value. CDAC reserves the right to cancel the order in case of delays of more than 10 weeks.	Refer corrigendum
10	Section II Clause 6, Page 15 of 49	Penalty for delayed Delivery /Services	We request you mention that the LD shall be applicable only if the contractor fails to deliver/perform due to reasons solely attributable to the Contractor. Also, LD should be the sole and exclusive remedy in case of delay	No Change , As per Tender
11	Section II Additional Clause	Variation/Change Management	Either Party shall have the right to propose changes to the other Party that are considered necessary or desirable to improve the quality, efficiency or safety of the works agreed under the Contract. Any change upto +/- 10% of the Contract Price (this excludes items covered under price variation clause) may be considered at the agreed Price/ Rates with necessary time extension. However, in case of any change beyond 10%, the same shall be subject to acceptance of revised prices and delivery period proposed by the Contractor. The change shall be binding upon mutual acceptance by both the Parties in writing.	No Change, The contract will be generated through the GeM portal, based on the financial bid submitted by the bidder

12	Section II Additional Clause	Extension of time	<p>We request you to incorporate the following: Contractor shall be entitled for extension of time for completion without imposition of liquidated damages under following conditions,</p> <ul style="list-style-type: none"> <li>• Change in the Scope</li> <li>• Any occurrence of Force Majeure</li> <li>• Any suspension order given by the Employer</li> <li>• Any changes in laws and regulations</li> <li>• Any default or breach of the Contract by the Employer</li> <li>• Any delay on the part of a Subcontractor, provided such delay is due to a cause for which the Contractor himself would have been entitled to an extension of time</li> <li>• Delays attributable to the Employer</li> <li>• Any other delay beyond the reasonable control of the Contractor including but not limited to Force Majeure</li> </ul>	No change, as per Tender
13	Section II Clause 1, Page 12, Prices, GTC Clause 6, Page 23, 6. Prices	Price variation	Please accept that the contractor shall have the right to vary the price in case of delay not attributable to the contractor. The basis of such escalations/price revision shall be on the basis of the IEEMA formula/RMI index and/or labour indices/Foreign exchange movement.	No change, as per Tender
14	Section II Clause 7, Page 14 of 49	Advance BG	We request that the validity of Advance bank guarantee (ABG) should be till completion of supplies instead of 12 months from placement of order	No change. ABG will be returned once the payment done is adjusted.
15	Section II Additional Clause	COVID-19	<p>We request you to accept: "All or part of the products and/or the services to be delivered and/or performed, according to the present offer/contract ("Supplies") are produced, delivered, performed in, and/or sourced from areas that are or may become affected by the COVID-19 pandemic (including variants) and/or a shortage or interruption or delay in the transportation or procurement of raw materials, power and/or components ( "Circumstances").Such Circumstances, even if known at the time of issuing or signing the present offer/contract, may trigger stoppage, hindrance or delays in the Vendor's ability to produce, deliver, perform and/or source the Supplies. Consequently, notwithstanding any other provision of the contract or order"</p>	No change.
16	Section II Additional Clause	Order of Precedence	<p>We request you to incorporate the order of precedence as "The documents forming the Contract are to be taken as mutually explanatory of one another. For the purpose of interpretation, the priority of the documents shall be in accordance with the following sequence: a) The Contract Agreement b) The Letter of Award c) Minutes of Meeting d) Contractor's Offer e) General Conditions of Contract f) Schedules &amp; Annexures g) The Technical Specifications If any ambiguity or discrepancy arises or round in the documents, the same shall be mutually resolved between the Parties."</p>	No change

17	Section II Additional Clause	Effective date of the Contract	<p>Please accept that:          "The Contract shall come into force the day when all the following conditions are met:          • Agreement / Contract document duly signed by the authorized representatives of both the Parties.          • The agreed full advance payment has been received by the Contractor.          • Full access and possession granted to Contractor for site activities.          • A kick-off meeting between CDAC &amp; Contractor held and minutes of meeting distributed on fulfillment of above conditions, CDAC shall issue a Notice to Proceed ("NTP") to the Contractor, which shall be the Work Starting Date and be construed as Zero (0) date of the agreed schedule. NTP shall be issued only after the completion date of the last conditions (of milestone) from the above conditions. However, the coming into force shall occur within one month of the effective date of the Contract"</p>	No change
18	Section II Additional Clause	Export & Re- export Compliance	<p>We request you to accept:          The deliverables provided by Contractor under this Contract contain or may contain components and/or technologies from the United States of America ("US"), the European Union ("EU") and/or other nations. CDAC acknowledges and agrees that the supply, assignment and/or usage of the products, software, services, information, other deliverables and/or the embedded technologies (hereinafter referred to as "Deliverables") under this Contract shall fully comply with related applicable US, EU and other national and international export control laws and/or regulations. Unless applicable export license/s has been obtained from the relevant authority and the Contractor has approved, the Deliverables shall not (i) be exported and/or re-exported to any destination and party (may include but not limited to an individual, group and/or legal entity) restricted by the applicable export control laws and/or regulations; or (ii) be used for those purposes and fields restricted by the applicable export control laws and/or regulations. CDAC also agrees that the Deliverables will not be used either directly or indirectly in any rocket systems or unmanned air vehicles; nor be used in any nuclear weapons delivery systems; and will not be used in any design, development, production or use for any weapons which may include but not limited to chemical, biological or nuclear weapons. If any necessary or advisable licenses, authorizations or approvals are not obtained, whether arising from inaction by any relevant government authority or otherwise, or if any such licenses, authorizations or approvals are denied or revoked, or if the applicable export control laws and/or regulations would prohibit Contractor from fulfilling any order, or would in Contractor's judgment otherwise expose Contractor to a risk of liability under the applicable export control laws and/or regulations if it fulfilled the order,</p>	No change. No equipment shall be re-exported by C-DAC outside the country.

19	Section II Additional Clause	Purchaser's Cybersecurity Obligations	<p>We request you to accept:</p> <p>"Purchaser's Obligations for Its Systems: Purchaser is solely responsible for the implementation and maintenance of a comprehensive security program ("Security Program") that contains reasonable and appropriate security measures and safeguards to protect its computer network, systems, machines, and data (collectively, "Systems"), including those Systems on which it runs the Products or which it uses with the Services, against Cyber Threats. "Cyber Threat" means any circumstance or event with the potential to adversely impact, compromise, damage, or disrupt Purchaser's Systems or that may result in any unauthorized access, acquisition, loss, misuse, destruction, disclosure, and/or modification of Purchaser's Systems, including any data, including through malware, hacking, or similar attacks.</p> <p>Without limiting the foregoing, Purchaser shall at a minimum:</p> <p>(a) have qualified and experienced personnel with appropriate expertise in cybersecurity maintain Purchaser's Security Program, and have such personnel regularly monitor cyber intelligence feeds and security advisories applicable to Purchaser's Systems or Purchaser's industry;</p> <p>(b) promptly update or patch its Systems or implement other appropriate measures based on any reported Cyber Threats and in compliance with any security notifications or bulletins, whether publicly disclosed on SE's security notification webpage at <a href="https://www.se.com/ww/en/work/support/cybersecurity/security-notifications.jsp">https://www.se.com/ww/en/work/support/cybersecurity/security-notifications.jsp</a> or otherwise provided to Purchaser;</p> <p>(c) regularly monitor its Systems for possible Cyber Threats;</p> <p>(d) regularly conduct vulnerability scanning, penetration testing, intrusion scanning, and other cybersecurity testing on its Systems; and</p> <p>(e) meet the recommendations of SE's Recommended Cybersecurity Best Practices, available at <a href="https://www.se.com/us/en/download/document/7EN52-0390/">https://www.se.com/us/en/download/document/7EN52-0390/</a>, as may be updated by SE from time to time, and then-current industry standards.</p> <p>Purchaser's Use of the Products, Software, and Services: SE may release Updates and Patches for its Products, Software, and Services from time to time. Purchaser shall promptly install any Updates and Patches for such Products, Software, or Services as soon as they are available in accordance with SE's <del>installation instructions and using the latest version of the Products or Software, where applicable. An</del></p>	No Change
20	Section II Clause 15, Page 17 of 49	Termination & Suspension	<p>We request you to modify the following sentence as below:</p> <p>"The successful bidder may terminate <u>or suspend</u> 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."</p>	No change
21	Section II Clause 15, Page 17 of 49	Termination & Suspension	<p>We request you to modify the following sentence as below:</p> <p>"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, <u>including the confirmed orders.</u></p> <p>The contractor shall also be entitled for payment with reasonable profit by CDAC on the part of the terminated works; Payment of a sum representing 10% of the contract price as a termination fee"</p>	No change
22	Section II Additional Clause	Additional requirements	<p>For any additional or new work/ requirement, Contractor shall evaluate the physical, technical schedule and cost impacts before giving acceptance to the same. However, such work shall be carried out on Cost plus basis which shall be charged Cost + Overheads + 25% Profit margin.</p>	No change



23	RFP /page 1/13	Underfloor piping	Kindly clarify whether raised floor works is already completed or will be completed post installation of SS Piping system.	Raised floor work will start after DCLC piping
24	RFP /page 1/13	Underfloor piping	In case raised floor is completed, CDAC to coordinate with raised floor vendor to remove the raised floor tiles for SS Piping installation and also to reinstall the raised floor tiles, post SS piping installation.	Raised floor work will start after DCLC piping
25	Catalog / Page 1/13	Clause 1 - Coordinated drawings	To Prepare the coordinated piping drawings, we need the existing Chilled water / dry cooler pipe drawing along with equipments layout in Auto CAD format.	Drawing already shared
26	Catalog / Page 1/13	Clause 2 - SS - Schedule 10 piping	To confirm Schedule 10 piping is sufficient.	Refer Corrigendum.
27	Catalog / Page 2/13	No of Cold plate pair per Node	To clarify no of cold plate per rack ?( Cold plate per rack = Cold plate per node X no of nodes per rack- 2 X 64 = 128 where as it is indicatde as 64). This will consequently change the total qty of cold plate pair required.	Node size is half-width. This means in each 1 U chassis there will be two servers. Each server will require one cold plate pair, So in each 1 U chassis there will be 2 cold plate pairs. Each rack will have 64 nos of half-width nodes. So number of cold plate pairs in each rack will be 64. So POD-wise and rackwise quantity has been given in the tender document under point no 2 of the schedule of requirements.
28	Catalog / Page 2/13	No of Cold plate pair per Node	Kindly confirm if cold plates are redundant to each other	NO
29	Catalog / Page 2/13	per rack DCLC cooling	It is indicated that per half node CPU power to be cooled by DCLC is 0.33 kw. Does it mean that for a full rack with 64 nodes, the DCLC power shall be 0.33 X 64=21.12 kw	Refer Table given under point no 2 of schedule of requirement
30	Catalog / Page 5/13	Clause 4.1 - electrical cabling for CDU	Pls indicate the cabling length required for each source to the CDU or alternatively share us the Auto CAD drawing with position of CDU DB and CDU clearly indicated.	Refer Corrigendum.
31	Catalog / Page 5/13	Clause 4.1 - electrical cabling for CDU	To clarify whether the CDU cabling is overhead or below the raised floor ?	Refer Corrigendum.
32	Catalog / Page 14/13	Clause 7	Kindly clarify the scope of Cold plates. Vendor to supply the Coldplates only and deliver it at CDAC Bangalore facility ?	<b>Only supply for cold plates. Cold plates may require to be delivered at EMS vendor location in Mysore near bangalore . Same will be communciated at the time of dispatch.</b>
33	General	Approved make list	Kindly provide the details of OEM who have created POC at CDAC office for CDU/Manifold/Cold plates	POC has been carried out on Cool IT cold plate and Mikros cold plate. Manifold of Cool IT and CDU is also of Cool IT
34	General	Approved make list	Kindly provide the approved make list for Grovved SS piping / fittings / valves	SS Pipe Tatasteel,Hindalco, Jindal, JSW, Grooved fitting- Tyco,Victualic,
35	General	Drawings	We request you to share all the as built / Good for construction approved drawing for the server room with sectional views in autocad format	Request to mmg@cdac.in
36	General Requirement	No of Manifold per Rack as per Tender is 2	Kindly confirm if each manifold include one Supply and One Return respectively which means efectively we will have 4 Manifold in 2 sets	Yes, Each rack requires two sets of manifolds each with both supply and return connections. Requirement is given in the table under point no 2 of the section schedule of requirement.
37	RFP /page 1/13	Underfloor piping	Kindly clarify whether raised floor works is already completed or will be completed post installation of SS Piping system.	Raised floor work will start after DCLC piping

38	RFP /page 1/13	Underfloor piping	In case raised floor is completed, CDAC to coordinate with raised floor vendor to remove the raised floor tiles for SS Piping installation and also to reinstall the raised floor tiles, post SS piping installation.	Raised floor work will start after DCLC piping
39	Catalog / Page 1/13	Clause 1 - Coordinated drawings	To Prepare the coordinated piping drawings, we need the existing Chilled water / dry cooler pipe drawing along with equipments layout in Auto CAD format.	Request to mmg@cdac.in
40	Catalog / Page 1/13	Clause 2 - SS - Schedule 10 piping	To confirm Schedule 10 piping is sufficient.	Refer Corrigendum.
41	GTC Clause 2(i)		<p>Please edit as below:</p> <p>2(i) "LICENSE" shall mean by registering the Seller and by offering Product /Service details on GeM and by participating in Bids floated on GeM, the Seller grants GeM a non- exclusive, royalty-free, license to use. This license shall not include any right to assign, sublicense, distribute or otherwise transfer such license. No title to or ownership of the Software or any unmodified parts thereof is transferred to Buyer under this license. Buyer shall not copy any Software in whole or in part in any visual or machine readable form, except to the extent such copying is necessary in connection with Buyer's use of the Products, or for correcting, generating, or modifying the Software for the Buyer's authorized use. irrevocable, perpetual and fully sublicenseable right to use, reproduce, modify, adapt, publish, translate, distribute, and/or display publicly the content / materials / documents which has been submitted to GeM and / or GeM Buyer(s) during registration / bid participation excluding Aadhaar Number. In case of registration of Primary user and creation of secondary user(s) by the Buyer/Seller, their Aadhaar (UID)General Terms and Conditions on GeM 4.0 (Version 1.14)dt 31st Jan 2024 details collected by GeM are solely for user verification and to apply e- signing on the documents. The e-sign is at par with digital signatures as per Information Technology Act Amendment 2008 and it works based on details available in Aadhaar database of UIDAI and there is no interference / intrusion in their personal details.</p>	No change



42	ATC Section II Clause 6, Page 13 of 49	Warranty	<p>Please modify as below:          "The bidder / Supplier warrants that all the Goods are new, unused, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the order. The supplier further warrants that all Goods supplied 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. The supplier also warrants that the said goods would continue to conform to the description and quality aforesaid for a period of min. 5 years from the date of acceptance by the end user and that notwithstanding the facts that the Purchaser/ end user (Inspector) may have inspected and/or approved the said Goods. If during the aforesaid period of 5 years the Goods be discovered not to conform to the description and quality aforesaid or have deteriorated Purchaser will be entitled to reject the Goods or such portion thereof as may be discovered not to conform to the said description and quality. On such rejection, the Goods will be at the supplier's risk, and all the provisions herein contained relating to the rejection of Goods shall apply. The supplier, if called upon to do so, shall replace within one month or such further period as may be extended by the Purchaser on his discretion on an application made thereof by the supplier the goods or such portion thereof as is rejected by Purchaser and in such an event the above-mentioned warranty period shall apply to the Goods replaced from the date of acceptance of</p>	No change
43	ATC Section II Clause 9, Page 15 of 49	Force Majeure	Please include Pandemic as a Force Majeure event.	Already existing
44	ATC Section II Clause 11, Page 16 of 49	Risk and Ownership	<p>Please modify as :          "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 installation of items"</p>	No change.
45	ATC Section II Clause 12, Page 16 of 49	Indemnity	<p>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 intellectual property, patent, trademarks, copyrights etc. by the bidder or          2. Such other statutory infringements by the bidder or caused by the sole reason attributed to the bidder, in respect of all the equipment's supplied by successful bidder, or          3. Caused due to intentional any act/omission/performance/under or non or part performance/failure of the bidder due to its negligence.</p>	No change

46	ATC Section II Clause 15	Suspension	<p>Please add the below to the clause:          "If the C-DAC/Buyer fails to comply with the provisions of this Contract, the Successful bidder/ Seller may, after giving not less than 14 days' notice to the Buyer, suspend work or reduce the rate of work. If the Buyer subsequently cures the failure as specified in the notice, the Seller shall resume normal working as soon as is reasonably practicable.</p> <p>If the Seller suffers delay and/or incurs Cost as a result of suspending work (or reducing the rate of work) in accordance with this Sub-Clause, the Seller shall give notice to the Buyer and shall be entitled to an extension of time for any such delay, if completion is or will be delayed and payment of any such Cost, which shall be included in the Contract Price to Buyer. If the suspension under this Sub-Clause continues for a continues period of 60 days then the Seller may, upon giving 14 days' notice to the Buyer, terminate the Contract. Upon such termination, Seller shall be entitled to payment of amounts for the works already carried out and all other incidental costs incurred including costs of material already ordered or under production, cost of demobilizing and liabilities due to vendors and sub-contractors of the Seller."</p>	No change.
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Name of the bidder: Vertiv Energy Pvt. Ltd.

Sr.	Section / Page No.	Clause Reference	Query from bidder	C-DAC Response
1	SECTION I – INVITATION OF BIDS / Page no. 3	8. Delivery Period:	Kindly consider 26-30 weeks for supply and installation.	No Change , As per Tender
2	SECTION I – INVITATION OF BIDS / Page no. 15	8. Penalty for delayed Delivery /Services	Liquidated damages and not by way of penalty, a sum of 0.5% of the price of total order value for each week or parts thereof, of the delay, subject to a maximum of 10% of basic contract value without taxes. - Kindly consider maximum 5% of basic value.	No Change, As per Tender
3	SECTION I – INVITATION OF BIDS / Page no. 16	11. Risk and Ownership	Regarding Risk and Ownership clause - Kindly consider to provide storage facility with security supervision for the material delivered being a costly and imported materials.	No Change, As per Tender
4	Schedule of Requirement / Page No. 19	Clause no. 2.0	Kindly confirm the raise floor height.	750mm
5	Schedule of Requirement / Page No. 20	Clause no. 2.0	Existing piping layout to be given for preparation of integrated piping layout.	Request to mmg@cdac.in
6	Schedule of Requirement / Page No. 20	Clause no. 2.0	Kindly consider Cutting and blocking of raised floor tiles shall be a part of civil contractor or floor tile supplier scope for better quality of work.	No Change
7	Schedule of Requirement / Page No. 22	Clause no. 1.5	Kindly confirm whether Single power or dual power source required for CDU??	Single Power
8	Schedule of Requirement / Page No. 22	Clause no. 1.5	To consider appropriate size of cabling, cable tray for this CDU input power from existing CDU DB, kindly confirm the length of cable.	Refer Corrigendum.
9	Schedule of Requirement / Page No. 20	Clause no. 2.0	What will be the load to be consider for future expansion to consider to calculate pipe sizes	For expansion Pipe size should be of same size that of main header-supply and return
10	Schedule of Requirement / Page No. 27	Clause no. 5.2.3	Schedule 5 and 10 for SS piping is given. There are chances to tear while grooving operation at the time of execution for both S / 10 schedule. Kindly consider schedule 40 for SS Piping.	Refer Corrigendum.
11	Schedule of Requirement / Page No. 32	Clause no. 7	Tender document does not define the issue of the cold plate. Where it is to be given, at CDAC, Bangalore site or NS vendor.	Cold plate may require to deliver at EMS vendor location in Mysore near bangalore . Same will be communciated at the time of dispatch.
12	SECTION II: SPECIAL CONDITIONS OF CONTRACT (SCC) / Page no. 16	Clause no. 12	Indemnity clause- We request you to kindly delete the clause as the scope of work of this tender Dis related to only DCLC work whereas this clause is covers to enitre project work.	No Change

Name of the bidder: nVent Electrical Products India Pvt Ltd, Bangalore

	Section / Page / Clause Reference	Query from bidder	Cdac Response
	<p>9.5 Technical Eligibility</p> <p>Bidder should have previous experience of such work in the India from end client for such single phase cold plate cooling system with minimum 500 nos. of cold plate at one site along with manifold, underfloor SS piping and cooling distribution unit. Such work should include supply, installation, testing and commissioning of all DCLC components</p>	<p>Previous Tender eligibility criteria is as attached below - Tender 1, 2 and 3rd is recent one respectively. This is a niche application requirement in India. Apart from CDAC there is negligible installation in any other Government or private installation. We as nVent would be unable to satisfy the mentioned criteria. We would request the respected authorities to amend this criteria as per the first tender released by CDAC for better and competitive participation</p> <div style="border: 1px solid black; padding: 5px; margin-top: 10px;"> <p>1.4 The bidder must be either an original equipment manufacturer (OEM) of Direct Contact Liquid Cooling (DCLC) Solution which includes components such as Cooling Distribution Unit (CDU), Under Floor PPE piping, Supply and return Manifold for Racks, CPU Cold Plates including tube and dropless connectors etc as proposed in the solution or their (OEM's) registered subsidiary in India or their (OEM's) authorized representative registered in India</p> <p>▼ Bidder should have previous experience of such work in the India from end clients for such single phase cooling with a minimum of 500 nos. of cold plate at one site along with manifold and cooling distribution unit. Such work should include supply, installation, testing and commissioning of all DCLC components</p> </div> <p>9.5. Technical Eligibility</p> <p>9.5.1. Bidder should have previous experience of such work in the India from end client for such single phase cold plate cooling system with minimum 500 nos. of cold plate at one site along with manifold, underfloor SS piping and cooling distribution unit. Such work should include supply, installation, testing and commissioning of all DCLC components</p>	<p>Refer Corrigendum</p>
2	<p>Technical Evaluation : Scoring criterion</p>	<p>14. The evaluation will be based on a scoring criterion. Page 9</p> <p>We would like to submit our reservation against the presentation round. This will not support new &amp; technically compliant bidder who want to submit competitive bid. Earlier RFP's of the same material did not have this criteria. All the marking schemes mentioned in the criteria such as Point. 1 with all subpoints totalling to 40 Marks</p> <p>Point. 4 totalling to 30 Marks are subjective in nature. It would be difficult to analyze our performance in a Open competitive Tender bidding format as the decision of marking will be dependent on audience/personnel witnessing our presentation/understanding. 70 Out of 100marks being dependent on understanding of the audience/personnel will be strenuous for bidder to assure themselves to get passing marks (as declared in RFP 80 marks).</p> <p>Also this marking scheme is only enabling eligibility to open commercial bids it is not even a pure QCBS tendering clause as per GFR 2019 released by ministry of Finance.</p>	<p>Technical response to the RFP by the bidders will be evaluated by the internal technical evaluation committee (TEC). The queries that will be asked to each one of the bidders is solely dependent on the response to the RFP and compliance to the technical specifications, Tender terms and condition. Needless to mention, it is bidder's solution specific and response specific. The technical presentation to the TEC by the bidders should demonstrate the technical competence, capability and track record of the bidders as well as the quality of the proposed products and implementation timelines with associated key differentiators. The decision of the TEC constituted by the Competent Authority is final and binding on all the bidders.</p>

3	Piping for Connection to Manifold & SFN	<p>We hereby Suggest to add PPR as a option for Stainless Steel Piping material for the CDU SFN &amp; Manifold connection to improvise Installation &amp; Commissioning Timelines.</p>	<p>The supply and return valve train is an OEM-specific requirement and will be as per the tender specifications. Regarding the choice between SS pipes and PPR material pipes: as per the tender, SS pipes are required. This is because PPR material-based piping experiences linear expansion over long lengths when exposed to high-temperature fluids. Additionally, PPR pipes are connected using heat fusion, which must be done with a fusion machine. We have made provisions for future expansion in the same data center, and using PPR pipes may create issues in the future. Therefore, from a technical perspective, bidders must adhere to the tender requirement for SS piping only.</p>
	Delivery Timelines	Requesting to Extended Delivery timelines to minimum of 28 Weeks	No Change, As per Tender



Bid Number/बोली क्रमांक (बिड संख्या):  
GEM/2024/B/5031803  
Dated/दिनांक : 12-06-2024

### Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	13-07-2024 16:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	13-07-2024 16:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	120 (Days)
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of Electronics And Information Technology
Department Name/विभाग का नाम	Department Of Electronics And Information Technology
Organisation Name/संगठन का नाम	Centre For Development Of Advanced Computing (c-dac)
Office Name/कार्यालय का नाम	West
Total Quantity/कुल मात्रा	3619
Item Category/मद केटेगरी	Cooling Distribution Unit Stand Alone with primary and secondary connection kit, hose, flange etc. , Under floor Piping SS Work and connection to CDUs and Manifolds along with Grooved fittings, supply and return valve train, all types of valves, flow control devices, braided hose etc. , Supply and Return Manifold , Cold Plate Pair Suitable for 2 X Intel cascade lake processor 6240R Along with Tube of appropriate length with Quick Disconnect Dripleless connectors , Coolant for secondary network , Any other items -components required to complete the scope , Any other charges required to complete the DCLC Solutions in total. , Charges towards - Installation, commissioning, testing etc.
BOQ Title/बीओक्यू शीर्षक	DCLC SOLUTIONS FOR HPC CLUSTER CDAC BANGALORE
Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)	2150 Lakh (s)
Years of Past Experience Required for same/similar service/उन्हीं/समान सेवाओं के लिए अपेक्षित विगत अनुभव के वर्ष	3 Year (s)
MSE Exemption for Turnover/टर्नओवर के लिए एमएसई को छूट प्राप्त है	Yes
Startup Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से स्टार्टअप छूट	No

**Bid Details/बिड विवरण**

<b>Document required from seller/विक्रेता से मांगे गए दस्तावेज़</b>	Experience Criteria,Past Performance,Bidder Turnover,OEM Authorization Certificate,Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC),Additional Doc 4 (Requested in ATC),Compliance of BoQ specification and supporting document *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
<b>Past Performance/विगत प्रदर्शन</b>	10 %
<b>Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया</b>	Yes
<b>RA Qualification Rule</b>	50% Lowest Priced Technically Qualified Bidders
<b>Type of Bid/बिड का प्रकार</b>	Two Packet Bid
<b>Primary product category</b>	Cold Plate Pair Suitable for 2 X Intel cascade lake processor 6240R Along with Tube of appropriate length with Quick Disconnect Dripless connectors
<b>Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय</b>	2 Days
<b>Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)</b>	No
<b>Evaluation Method/मूल्यांकन पद्धति</b>	Total value wise evaluation
<b>Financial Document Required/वित्तीय दस्तावेज़ की आवश्यकता है।</b>	Yes

**EMD Detail/ईएमडी विवरण**

Required/आवश्यकता	No
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**ePBG Detail/ईपीबीजी विवरण**

Advisory Bank/एडवाइजरी बैंक	Bank of India
ePBG Percentage(%) /ईपीबीजी प्रतिशत (%)	3.00
Duration of ePBG required (Months)/ईपीबीजी की अपेक्षित अवधि (महीने).	62

(a). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable./ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए।

**Beneficiary/लाभार्थी :**

HoD Finance Pune

Centre for Development of Advanced Computing (C-DAC), Ministry of Electronics and Information Technology,  
West, Department of Electronics and Information Technology,  
(S. G. Thakrar)

### Splitting/विभाजन

Bid splitting not applied/बोली विभाजन लागू नहीं किया गया.

### MII Purchase Preference/एमआईआई खरीद वरीयता

MII Purchase Preference/एमआईआई खरीद वरीयता	Yes
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### MSE Purchase Preference/एमएसई खरीद वरीयता

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes
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1. If the bidder is a Micro or Small Enterprise as per latest definitions under MSME rules, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.

2. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.

3. Experience Criteria: In respect of the filter applied for experience criteria, the Bidder or its OEM {themselves or through reseller(s)} should have regularly, manufactured and supplied same or similar Category Products to any Central / State Govt Organization / PSU for number of Financial years as indicated above in the bid document before the bid opening date. Copies of relevant contracts to be submitted along with bid in support of having supplied some quantity during each of the Financial year. In case of bunch bids, the category of primary product having highest value should meet this criterion.

4. Preference to Make In India products (For bids < 200 Crore): Preference shall be given to Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a Class 1 local supplier is denoted in the bid document. If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020. Only Class-I and Class-II Local suppliers as per MII order dated 4.6.2020 will be eligible to bid. Non - Local suppliers as per MII order dated 04.06.2020 are not eligible to participate. However, eligible micro and small enterprises will be allowed to participate .The buyers are advised to refer the OM No.F.1/4/2021-PPD dated 18.05.2023.

[OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017.

5. Purchase preference will be given to MSEs having valid Udyam Registration and whose credentials are validated online through Udyam Registration portal as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and



its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail themselves of the Purchase preference, the bidder must be the manufacturer / OEM of the offered product on GeM. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises and hence resellers offering products manufactured by some other OEM are not eligible for any purchase preference. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service and Buyer will decide eligibility for purchase preference based on documentary evidence submitted, while evaluating the bid. If L-1 is not an MSE and MSE Seller (s) has / have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such MSE Seller shall be given opportunity to match L-1 price and contract will be awarded for 25% (selected by Buyer) percentage of total quantity. The buyers are advised to refer the OM No. F.1/4/2021-PPD dated 18.05.2023 [OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if seller is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.

6. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

7. Past Performance: The Bidder or its OEM {themselves or through re-seller(s)} should have supplied same or similar Category Products for 10% of bid quantity, in at least one of the last three Financial years before the bid opening date to any Central / State Govt Organization / PSU. Copies of relevant contracts (proving supply of cumulative order quantity in any one financial year) to be submitted along with bid in support of quantity supplied in the relevant Financial year. In case of bunch bids, the category related to primary product having highest bid value should meet this criterion.

8. Reverse Auction would be conducted amongst first 50% of the technically qualified bidders arranged in the order of prices from lowest to highest. Number of sellers eligible for participating in RA would be rounded off to next higher integer value if number of technically qualified bidders is odd (e.g. if 7 bids are technically qualified, then RA will be conducted amongst L-1 to L-4). In case number of technically qualified bidders are 2 or 3, RA will be between all without any elimination. If Buyer has chosen to split the bid amongst N sellers, then minimum N sellers would be taken to RA round. In case Primary products of only one OEM are left in contention for participation in RA based on lowest 50% bidders qualifying for RA, the number of sellers qualifying for RA would be increased to get at least products of one more OEM (directly participated or through its reseller) if available. Further, if bid(s) of any seller(s) eligible for MSE preference is / are coming within price band of 15% of Non MSE L-1 or if bid of any seller(s) eligible for Make in India preference is / are coming within price band of 20% of non MII L-1, then such MSE / Make in India seller shall also be allowed to participate in the RA process.

**Excel Upload Required/एक्सेल में अपलोड किए जाने की आवश्यकता :**

Unpriced-price-bid-format - [1718004886.xlsx](#)

**Pre Bid Detail(s)**

Pre-Bid Date and Time	Pre-Bid Venue
20-06-2024 11:00:00	CDAC, Innovation Park, Panchavati, Pashan Road, Pune 411008

**Cooling Distribution Unit Stand Alone With Primary And Secondary Connection Kit, Hose, Flange Etc.**

**(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)**

**Technical Specifications/तकनीकी विशिष्टियाँ**

<a href="#">Specification Document</a>	<a href="#">View File</a>
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**BOQ Detail Document**[View File](#)

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

**Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्र**

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्र	Delivery Days/डिलीवरी के दिन
1	Vinayak Waman Sutar	411008,C-DAC C-DAC Innovation Park, Panchavati, Pashan	1	150

**Under Floor Piping SS Work And Connection To CDUs And Manifolds Along With Grooved Fittings, Supply And Return Valve Train, All Types Of Valves, Flow Control Devices, Breaded Hose Etc.**

**(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)**

**Technical Specifications/तकनीकी विशिष्टियाँ**

**Specification Document**[View File](#)**BOQ Detail Document**[View File](#)

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

**Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्र**

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्र	Delivery Days/डिलीवरी के दिन
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S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Vinayak Waman Sutar	411008,C-DAC C-DAC Innovation Park, Panchavati, Pashan	1	150

### Supply And Return Manifold

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)

### Technical Specifications/तकनीकी विशिष्टियाँ

Specification Document	<a href="#">View File</a>
BOQ Detail Document	<a href="#">View File</a>

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

### Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Vinayak Waman Sutar	411008,C-DAC C-DAC Innovation Park, Panchavati, Pashan	124	150

### Cold Plate Pair Suitable For 2 X Intel Cascade Lake Processor 6240R Along With Tube Of Appropriate Length With Quick Disconnect Dripless Connectors

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)

### Technical Specifications/तकनीकी विशिष्टियाँ

Specification Document	<a href="#">View File</a>
BOQ Detail Document	<a href="#">View File</a>

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

**Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्र**

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्र	Delivery Days/डिलीवरी के दिन
1	Vinayak Waman Sutar	411008,C-DAC C-DAC Innovation Park, Panchavati, Pashan	3488	150

**Coolant For Secondary Network**

**(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)**

**Technical Specifications/तकनीकी विशिष्टियाँ**

<b>Specification Document</b>	<a href="#">View File</a>
<b>BOQ Detail Document</b>	<a href="#">View File</a>

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

**Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्र**

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्र	Delivery Days/डिलीवरी के दिन
1	Vinayak Waman Sutar	411008,C-DAC C-DAC Innovation Park, Panchavati, Pashan	1	150

**Any Other Items -components Required To Complete The Scope**

**(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)**

**Technical Specifications/तकनीकी विशिष्टियाँ**

<b>Specification Document</b>	<a href="#">View File</a>
<b>BOQ Detail Document</b>	<a href="#">View File</a>

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

**Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्र**

<b>S.No./क्र. सं.</b>	<b>Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी</b>	<b>Address/पता</b>	<b>Quantity/मात्र</b>	<b>Delivery Days/डिलीवरी के दिन</b>
1	Vinayak Waman Sutar	411008,C-DAC C-DAC Innovation Park, Panchavati, Pashan	1	150

**Any Other Items -components Required To Complete The Scope**

**(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)**

**Technical Specifications/तकनीकी विशिष्टियाँ**

<b>Specification Document</b>	<a href="#">View File</a>
<b>BOQ Detail Document</b>	<a href="#">View File</a>

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

**Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्र**

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Vinayak Waman Sutar	411008,C-DAC C-DAC Innovation Park, Panchavati, Pashan	1	150

### Any Other Charges Required To Complete The DCLC Solutions In Total.

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)

### Technical Specifications/तकनीकी विशिष्टियाँ

Specification Document	<a href="#">View File</a>
BOQ Detail Document	<a href="#">View File</a>

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

### Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Vinayak Waman Sutar	411008,C-DAC C-DAC Innovation Park, Panchavati, Pashan	1	150

### Charges Towards - Installation, Commissioning, Testing Etc.

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)

### Technical Specifications/तकनीकी विशिष्टियाँ

Specification Document	<a href="#">View File</a>
BOQ Detail Document	<a href="#">View File</a>

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

**Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा**

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Vinayak Waman Sutar	411008,C-DAC C-DAC Innovation Park, Panchavati, Pashan	1	150

**Buyer Added Bid Specific Terms and Conditions/क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें**

**1. Generic**

OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity by up to 25% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.

**2. Generic**

**Bidder financial standing:** The bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt. Bidder to upload undertaking to this effect with bid.

**3. Certificates**

Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.

**4. Generic**

Bidders are advised to check applicable GST on their own before quoting. Buyer will not take any responsibility in this regards. GST reimbursement will be as per actuals or as per applicable rates (whichever is lower), subject to the maximum of quoted GST %.

**5. Generic**

Buyer Organization specific Integrity Pact shall have to be complied by all bidders. Bidders shall have to upload scanned copy of signed integrity pact as per Buyer organizations policy along with bid. [Click here to view the file](#)

**6. Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

Pre-Bid Meeting Date / Time: 20-06-2024: 1100 hrs.

Venue: C-DAC, Innovation Park, Panchavati, Pashan Road, Pune 411008

7. **Warranty**

Warranty period of the supplied products shall be 5 years from the date of final acceptance of goods or after completion of installation, commissioning & testing of goods (if included in the scope of supply), at consignee location. OEM Warranty certificates must be submitted by Successful Bidder at the time of delivery of Goods. The seller should guarantee the rectification of goods in case of any break down during the guarantee period. Seller should have well established Installation, Commissioning, Training, Troubleshooting and Maintenance Service group in INDIA for attending the after sales service. Details of Service Centres near consignee destinations are to be uploaded along with the bid.

8. **Service & Support**

Dedicated /toll Free Telephone No. for Service Support : BIDDER/OEM must have Dedicated/toll Free Telephone No. for Service Support.

9. **Generic**

Data Sheet of the product(s) offered in the bid, are to be uploaded along with the bid documents. Buyers can match and verify the Data Sheet with the product specifications offered. In case of any unexplained mismatch of technical parameters, the bid is liable for rejection.

10. **Service & Support**

Escalation Matrix For Service Support : Bidder/OEM must provide Escalation Matrix of Telephone Numbers for Service Support.

11. **Generic**

Installation, Commissioning, Testing, Configuration, Training (if any - which ever is applicable as per scope of supply) is to be carried out by OEM / OEM Certified resource or OEM authorised Reseller.

12. **Generic**

**Manufacturer Authorization:**Wherever Authorised Distributors/service providers are submitting the bid, Authorisation Form /Certificate with OEM/Original Service Provider details such as name, designation, address, e-mail Id and Phone No. required to be furnished along with the bid

13. **Financial Criteria**

**NET WORTH:** Net Worth of the OEM should be positive as per the last audited financial statement.

14. **Warranty**

Successful bidder will have to ensure that adequate number of dedicated technical service personals / engineers are designated / deployed for attending to the Service Request in a time bound manner and for ensuring Timely Servicing / rectification of defects during warranty period, as per Service level agreement indicated in the relevant clause of the bid.

15. **Generic**

Supplier shall ensure that the Invoice is raised in the name of Consignee with GSTIN of Consignee only.

16. **Generic**

The seller is required to print logo as per buyer's requirement.

17. **Generic**

While generating invoice in GeM portal, the seller must upload scanned copy of GST invoice and the screenshot of GST portal confirming payment of GST.



## 18. Buyer Added Bid Specific ATC

Buyer uploaded ATC document [Click here to view the file.](#)

### **Disclaimer/अस्वीकरण**

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for [attached categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

[This Bid is also governed by the General Terms and Conditions/ यह बिड सामान्य शर्तों के अंतर्गत भी शासित है](#)

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, 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. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws./जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो।बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।

---Thank You/धन्यवाद---

