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***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.  
Tel:+91-20-25868086 / 25503671-675  
[www.cdac.in](http://www.cdac.in)

**Additional Terms and Conditions and detailed scope etc. to be read with the GeM bidding Document and will be binding on the prospective bidders.**

**GeM Bid No & CDACP/Thermal Camera/ACTS/24-25/16438**

**CDAC, Pune invites bids through the GeM portal towards Supply, installation of Thermal Camera for CDAC ACTS Pune.**

**Instruction for Online Bid Submission:**

The bidders are required to submit soft copies of their bids electronically on the GeM Portal. More information useful for submitting online bids on the GeM Portal may be obtained at: [https:// Government e Marketplace \(GeM\) | National Public Procurement Portal, Government of India \(gem.gov.in\)](https://Government e Marketplace (GeM) | National Public Procurement Portal, Government of India (gem.gov.in)). For any queries at: [helpdesk-gem\[at\]gov\[dot\]in](mailto:helpdesk-gem[at]gov[dot]in)  
Toll Free Numbers (Inbound): Call 1800-419-3436 / 1800-102-3436 (9:00 am - 10:00 pm Mon to Sat) Helpdesk  
Outbound No's :0755-6681401, 0755-6685120, 011-69095625, 011-69095640 Railway  
Helpline: 011-44022666 Defence Helpline: 0755-6681450 Helpdesk Walk-In Address: 2nd Floor, Jeevan Tara Building, 5-Sansad Marg, Near Patel Chowk, New Delhi-110001. (9:00am-06:00pm Mon to Fri) For Seller related tutorials visit <https://gem.gov.in/training/videos/sellers>.



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## 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. As a part of the project awarded under IAF-Agniveer to CDAC ACTS Pune, CDAC Pune invites bids from eligible bidders for Supply, installation of Thermal Camera for CDAC ACTS Pune. Details are given under Schedule of Requirements (**Section- IV**) and other terms and conditions stipulated in this document through GEM Portal.

### **2. Technical e-Bid**

The bidder must upload the copies of pdf documents as listed below:

- a. Covering letter, as per **Annexure – A**.
- b. The undertakings from the Principal Manufacturers (OEMs) of equipment/ items offered as per **Annexure – B**.
- c. The Undertaking on bidder's letterhead, towards EMD exemption as per format given in **Annexure - C**
- d. Copy of GST registration certificates, as applicable.
- e. The detailed technical solution offered as per **Section – III**.
- f. Compliance statement indicating the compliance of the items, equipment, and solution offered with the tender specifications.
- g. A copy of a certificate from a Chartered Accountant certifying the annual sales turnover of the bidder for the last 3 financial years.
- h. Other documents necessary in support of eligibility criteria, product catalogues, brochures etc.

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

### **3. Location for the Supply, Installation & Warranty Services:**

These Thermal Cameras needs to be supplied, installed, tested and commissioned at CDAC Pune.

### **4. Delivery Period:**

The items along with all necessary components, accessories, hardware etc. must be supplied with the Thermal Camera that is required for execution of installation, testing and commissioning; within 04 weeks from the date of placement of order.

### **5. Eligibility Criteria:**

The bidder must comply with the minimum eligibility criteria stipulated below.

- 5.1. The bidder must be either a Principal Manufacturer (OEM – Original Equipment Manufacturer) of Thermal Cameras or their respective Indian subsidiary, or their (OEM's) authorized system integrator/dealer in India.
- 5.2. The bidder must be a legal Indian entity registered under appropriate Law/ Act.
- 5.3. If the bidder is an authorized system integrator/dealer, the specific authorization letter/s from Principal/s, as per **Annexure - B** must be submitted along with the technical bid. In this case, the authorization letter (**Annexure – B**) issued by the Indian subsidiary of Principal Manufacturer is acceptable.
- 5.4. If the bid is submitted by the Indian subsidiary of Principal Manufacturer (OEM), the letter from Principal Manufacturer (OEM) must be submitted certifying that the bidder is the



- subsidiary company of the Principal Manufacturer (OEM) in India.
- 5.5. The Indian agent or System Integrators/dealer and the Principal manufacturer (OEM) of the Thermo Camera cannot bid simultaneously.
  - 5.6. The bidder must quote for all the items required to complete the scope of supplies as given in Section III of this document.
  - 5.7. Bidder should have experience in SITC of Thermal Camera, as mentioned in the GeM bid document.
  - 5.8. The bidder must have average annual sales **turnover of Rs. 20 Lakhs. (Rs. Twenty lakhs)** for the last three financial years.
  - 5.9. 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 February 2023 issued by public procurement Division, Dept. of Expenditure, Ministry of Finance, GoI.
  - 5.10. Certificates from respective OEMs declaring the country of OEM, country of manufacture and percentage of local contents for the offered Thermal Camera (Refer order No. Make In India Circular No. P-45021/2/2017- PP(BE-II) dated 16.09.2020 issued by DPIIT and latest notifications.
  - 5.11. 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).
  - 5.12. The printed catalogue / leaflet/brochures/ product links, published by the principal manufacturer of the items quoted to be submitted along with the Technical Bid.
  - 5.13. C-DAC reserves the right to reject any bid not fulfilling the eligibility criteria.
  - 5.14. The bidder must have supplied and installed successfully at least one Thermal Camera in India.
  - 5.15. The principal manufacturer / OEM must have at least two successful installations of Thermal Cameras with similar or better throughput, in India.
  - 5.16. The bidder/OEM to provide a successful installation report from the end user
  - 5.17. The bidder must submit the technical compliance sheet/report as per the technical requirements/features, the mandatory conditions, scope of work, benchmarks, stating deviations, if any.

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.

## 6. Clarifications / Queries

In case of any doubts and/ or queries pertaining to technical solution, specifications terms and conditions of the bidding document, prospective bidder may send their queries in writing through e- mail (mmg@cdac.in). The queries, requests for clarifications etc. must be sent within 7 days from the date of publication of the GeM bid. The bidders are requested to go through the entire bid document thoroughly, before raising any query. C-DAC, Pune shall address the queries raised by the bidders. The replies to queries would be made available on email/C-DAC's web site in due course of time. All the queries, doubts, clarifications etc. must be submitted in wrd/word format only as below.

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



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## **7. Exemptions:**

If in the view of bidder, any exemption / relaxation are 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 or Directives. In this case the bidder must submit necessary and sufficient valid documents along with the technical bid, in support of their claim. The relevant and valid certificates in support of claim of exemption must be submitted.

## **8. Amendment to Bidding Documents**

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.

8.1. The amendments to the documents, if any, will be notified by release of Corrigendum Notice on, GeM portal / [www.cdac.in/](http://www.cdac.in/) tender against this bid. The amendments/ modifications will be binding on the bidders.

8.2. 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.

## **9. Declaration in lieu of Earnest Money Deposit (EMD)**

The bidder to submit EMD / bid security declaration, as given in Annexure - D, subject to the conditions stipulated therein. The legal actions may be taken as per the Declaration in following cases:

9.1. If the bidder withdraws the bid during the period of bid validity specified in the tender.

9.2. In case a successful bidder, fails to furnish the Performance Security (Refer Clause 3 of Section II).

9.3. If the bidder fails to furnish the acceptance in writing, within 7 days of award of contract/ order.

## **10. Period of validity of bids**

10.1. Bids shall be valid for minimum 120 days from the date of submission. A bid valid for a shorter period shall stand rejected.

10.2. C-DAC may ask for the bidder's consent to extend the period of validity. Such request and the response shall be made through GeM portal only. The bidder is free not to accept such request without forfeiting the EMD/BG/ Annexure D.

## **11. Purchaser's Right to amend / cancel**

11.1. 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 Portals.

11.2. C-DAC reserves the right to cancel the entire or partially tender without assigning any reasons thereof.

11.3. C-DAC reserves the right to reject the bid submitted by the lowest evaluated bidder.



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## **12. Corrupt or Fraudulent Practices**

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

- 12.1. C-DAC will reject bid if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices while competing for this contract;
- 12.2. C-DAC may declare a vendor ineligible, either indefinitely or for a stated duration, to be awarded a contract if it at any time determines that the vendor has engaged in corrupt and fraudulent practices during the award / execution of contract.

## **13. Interpretation of the clauses in the Bid 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 II)



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

### **1. Prices**

- 1.1. The price shall be considered firm. No price escalation will be permitted (except Govt. Statutory Levies, if changed by Govt after submission of the bid).
- 1.2. The prices will be compared on the basis of GST rates quoted/calculated by the bidder and as per the GeM GTC. In case of errors, the bidders will not be permitted to change the GST percentage.
- 1.3. The prices quoted must be “All inclusive- till destination”, (including local freight, insurance, forwarding, loading/un-loading, installation, testing, commissioning and all incidental charges till destination).
- 1.4. The statutory taxes and duties applicable at the time of supply of material shall be applicable, if offered.
- 1.5. The responsibility, cost and risk of the consignment shall rest with the bidder till receipt of goods is acknowledged by the end user at site(s). However, such receipt/ acknowledgement shall not be treated as acceptance of goods.

### **2. Software Licenses: (if applicable)**

The software licenses, if any, shall be required in the name host institutes. The licenses shall contain paper/electronic licenses (wherever applicable).

### **3. Performance Security / Bank Guarantee (PBG):**

The successful bidder will be required to furnish the Performance Guarantee towards the items supplied, in the form of a Bank Guarantee in INR equivalent to 3% amount of the total order value, as per the format attached to this document (**Annexure – C**). This bank guarantee should be submitted after receipt of order / GeM contract within 15 days. The Bank Guarantee shall remain valid for the period of 38 months from the date of GeM contract covering the delivery, installation, testing, commissioning and warranty duration. The PBG must be negotiable at a branch of issuing bank in India. In case of no warranty/services claims towards the items under warranty and services during the validity period of bank guarantee, the PBG will be returned on completion of warranty period. C-DAC reserves the right to invoke the Performance Bank Guarantee(s) submitted by bidder, in case of the following:

- a. The vendor fails to supply / install / test / commission / execute any other associated activity;  
or
- b. The Item/Components fail to achieve the performance as stipulated in this document or
- c. The bidder fails to provide the warranty and other services in scheduled time frame, as stipulated in this document or
- d. The bidder delays to provide the warranty services as stipulated in this document.

### **4. Completeness Responsibility:**

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

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

### **5. Warranty:**

The 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 covering 3 years period after successful supply, installation, testing, commissioning and acceptance by C-DAC.



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The supplier also warrants that the said goods would continue to conform to the description and quality aforesaid for a period of **min. 3 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 3 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 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 the replacement otherwise, the supplier shall pay to the Purchaser such damages as may arise by reason of breach of the conditions therein contained.

All the Goods supplied must have 3 (Three) years onsite comprehensive warranty with 24x7 support along with 8 hours response time and 48 hours resolution time, covering all parts & labor starting from the date after the successful installation and acceptance by C-DAC, Pune. During the warranty period, supplier will have to undertake comprehensive maintenance of all the items/components, support and accessories supplied at the place of installation of the equipment.

The defects, if any, during the guarantee/warranty period are to be rectified free of charge by arranging free replacement wherever necessary. Goods requiring warranty replacements must be replaced on free of cost basis.

Onsite comprehensive warranty and support for complete supplies for three years from the date of acceptance of the solution. The warranty support will be backed by supplier by submitting a Performance Bank Guarantee.

**6. Payments:**

- 90% amount of the order value will be released on receipt of material at site(s) with 30 days credit.
- Balance 10% amount shall be released on installation and C-DAC's acceptance along with submission of PBG @ 3% of Order Value. PBG must be submitted within 15 days from the date of GeM contract. In case of non- submission of PBG within 15 days.
- Applicable TDS will be deducted.

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

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

As applicable as per GeM GTC.

**8. Force Majeure:**

As applicable as per GeM GTC.

**9. Arbitration:**

As applicable as per GeM GTC.

**10. Risk:**

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

**11. Limitation of Liability:**

As applicable as per GeM GTC.

**12. Termination:**

As applicable as per GeM GTC.

**13. Indemnification:**

As applicable as per GeM GTC.



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**14. Assignment:**

As applicable as per GeM GTC.

**15. Severability:**

As applicable as per GeM GTC.

**16. Jurisdiction:**

As applicable as per GeM GTC.

(END OF SECTION II)





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### **SECTION III: SCHEDULE OF REQUIREMENTS**

#### **Thermal Camera with following technical specifications – Qty. 150 Nos.**

Temperature measuring accuracy of reading (or better) - minimum -15~300 °C (-5~572 °F)

Minimum Focus distance ( Cm ) - minimum 10 cm

Built-in digital camera:: Visual Camera Resolution (Mpixel) - minimum 256×192 Pixels

Image capture frequency:: frame rate (Hz) -  $\geq 25$  Hz

Thermal sensitivity (NETD) ( C ) -  $< 40\text{mK}$  @25°C, F#1.0, 25Hz

Device Weight - less than 30 grams

Pseudo Color Bar: Minimum 09 colors

Compatible Operating System: Android, Windows (Optional)

**(END OF SECTION III)**



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**ANNEXURE A – COVERING LETTER**

Date:

To:

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

**Subject:** Submission of bid for Supply and Installation of Thermal Cameras for CDAC ACTS Pune.

Dear Sir,

We, the undersigned, offer to ....., in response to your GEM Bid & ..... We are hereby submitting our proposal for same, which includes Technical bid and the Financial Bid through GEM (gem.gov.in) portal.

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

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

We confirm that the deliveries, installation will be done within 14 weeks, if the order is placed. The Post Warranty CAMC charges are not beyond 10% of the hardware and software items, as per requirements.

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

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

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:



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**ANNEXURE B – UNDERTAKING(S) BY PRINCIPAL MANUFACTURER/OEM**

(To be submitted in Original on Letterhead)

Date:

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

Subject: Undertaking by Principal Manufacturer against GEM Bid &  
.....for Supply and Installation of Thermal Cameras for CDAC ACTS 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 certify that M/s (Name of the bidder) having their  
office at \_\_\_\_\_ (Address of bidder) are our Authorised System Integrator/dealer for our range of  
products quoted by them, including post warranty support (CAMC) for, 4th & 5th year, if opted.

Within the scope of requirement as per the tender mentioned above, we undertake to provide technical & other  
support towards fulfilling the requirements of installation, acceptance criteria and product warranty services  
of the components, including post warranty support (CAMC) for 4th & 5th year, if opted; to be supplied and  
installed at C-DAC, Pune by M/s.....(Name of bidder)

..... against said  
tender.

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

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

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

Signature & company seal Name

Designation

Email Mobile No.



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## ANNEXURE C – PROFORMA OF BANK GUARANTEE

(On non-judicial paper of appropriate value)

To,  
**Centre for Development of Advanced Computing Innovation  
Park, PANCHAVATI,  
Pashan Road, Pune – 411 008**

BANKS GUARANTEE NO:

DATE:

Dear Sir(S)

This has reference to the Purchase Order No. \_\_\_\_\_ Dated \_\_\_\_\_ been placed by Centre for Development of Advanced Computing(C-DAC), Pune on M/s \_\_\_\_\_ (Name & Address of vendor) for supply, installation, commissioning and warranty of \_\_\_\_\_ (description of items) at C-DAC, 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 to install and commission the items listed in said order at client's site, to the entire satisfaction of C-DAC and
3. Arrange for the comprehensive warranty service support towards the items supplied by vendor on site as per the warranty clause in said purchase order.

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

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



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

This undertaking guarantee shall be in addition to any other undertaking or guarantee or security whatsoever that C-DAC may now or at any time have in relation to its claims or the supplier's obligations/liabilities under and / or in connection with the said contract and C-DAC shall have the full authority to take recourse to or enforce this undertaking guarantee in preference to the other undertaking or security (ies) at its sole discretion and no failure on the part of C- DAC in enforcing or requiring enforcement of any other undertaking or security shall have the effect of releasing the bank from its full liability hereunder.

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

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

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

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

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

Your right to recover the said sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) from us in manner aforesaid will not be affected/ or suspended by reason of the fact that any dispute or disputes have been raised by M/s. (Name of Vendor) and/ or that any dispute or disputes are pending before any officer, tribunal or court or Arbitrator. The guarantee herein contained shall not be determined or affected by the liquidation or winding up, dissolution or change of constitution or insolvency of the said M/s \_\_\_\_ (Name of Vendor) but shall in all respects and for all



purposes be binding and operative until payment of all dues to C-DAC in respect of such liability or liabilities.

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

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

Notwithstanding anything contained herein:

- A. Our liability under this guarantee shall not exceed Rs \_\_\_\_\_ (in words)
- B. This bank guarantee shall be valid up to \_& unless a suit for action to enforce a claim under guarantee is filed against us within 1 month from the date of expiry of guarantee. All your rights under the said guarantee shall be forfeited and we shall be relieved and discharged from all liabilities there after i.e. after one month from the date of expiry of this Bank guarantee
- C. We are liable to pay the guaranteed amount or any parts thereof under this bank guarantee only and only if you serve upon us a written claim or demand or before \_\_\_\_
- D. The Bank guarantee will expire on (Min 37 months from the date of successful installations of the items in the order) \_\_\_\_\_

Granted by the

Bank

SEAL OF THE BANK

Yours faithfully,  
For (Name of Bank)

Authorised Signatory



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**ANNEXURE D – UNDERTAKING IN LIEU OF EMD**

Date:

To:

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

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

Dear Sir,

We, the undersigned, offer to Supply the .....as per GeM bid at C-DAC, Pune, in response to your GEM Bid & ..... We are hereby submitting our proposal for same, which includes Technical bid and the Financial Bid through gem.gov.in (GeM portal). 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 undertake, to submit a Performance Security Deposit of 5% of the order value, as per terms stipulated in the tender.
3. 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 Institutions/departments and on GeM portal etc. for a period of minimum one year.**
4. The undersigned is authorized to sign this undertaking.

Yours sincerely, Authorized

Signatory:

Name and Title of Signatory: e-mail:

Mobile No:



**Annexure E - Certificate from bidder/OEM**

**MANDATORY ANNEXURE(Declaration/Undertaking- As per Latest Notification)**

To:  
Executive Director,  
Centre for Development of Advance Computing, Pune411008

**Ref: GEM Bid & .....**

We hereby certify that the goods being offered by us vide our proposal, comply with the provisions of order No. Order No. P-45021/2/2017-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 W-43/4/2019-IPHW-MeitY, dated 7th September, 2020 issued by IPWH division of MeitY, GoI (wherever applicable).

We hereby certify the details pertaining to goods offered by us, as given below: (Bidder to add rows, as required & mention the \*% of local contents against each item and consolidated % of local contents).

Sr. No	Item Description, Make, Model	Country of origin of OEM	Country of Manufacture of item	Country of Shipment	*Percentage of <u>local contents</u> as defined by order number W-43/4/2019-IPHW-MeitY, dated 7th September, 2020 issued by IPWH division of MeitY, GoI or Latest Notifications.	
					% per item	Consolidated % of Local contents.
1						
2						

**(\*While declaring the Local content percentage, the (DPIIT-PP) OM No. P-45021/102/2019-BE-II-Part (1) (E-50310) Dt. 4 March 2021 – must be taken into consideration by the bidders/OEMs)**

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

CDAC reserves the right to accept/Reject/Cancel the bid/inquiry, at its sole discretion, based on the responses received against the MII declaration submitted by the bidders / vendors, and may try to seek approvals from the respective competent authorities, to proceed.

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

**(END OF DOCUMENT)**