

Centre for Development of Advanced Computing

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

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

Tel: +91-80-25093400

mmg-blrkp@cdac.in

www.cdac.in

Tender No: CDACB/20PF-EXPANSION/25-26/001

CDAC, Bengaluru invites bids for
“Extension of further floors on the 20PF Data Centre building
at C-DAC Electronic City Campus, Bengaluru”

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

Invitation to Tender (ITT)
for Extension of further floors on the 20PF Data Centre building
at C-DAC Electronic City Campus, Bengaluru

Salient features of the Tender:

1.	Tender Enquiry No.	CDACB/20PF-EXPANSION/25-26/001 dated September 01, 2025				
2.	Type of bidding	Open Domestic Competitive Bidding (Two Bid System)				
3.	Tender type	<table border="1" style="margin-left: auto; margin-right: auto;"> <tr> <td style="text-align: center;">e-Tender</td> <td style="text-align: center;">√</td> </tr> <tr> <td style="text-align: center;">Manual</td> <td style="text-align: center;">X</td> </tr> </table> <p>Bids are to be submitted online at https://etenders.gov.in/eprocure/app</p>	e-Tender	√	Manual	X
e-Tender	√					
Manual	X					
4.	Brief Description of Work	Extension of further floors on the 20PF Data Centre building at C-DAC Electronic City Campus, Bengaluru Refer Technical Specification (Section - 2) for further details.				
5.	Availability of Tender Document	<p>From 01.09.2025 to 22.09.2025 15:00 hrs on following websites:</p> <p>(i) e-Procurement portal of Government of India: https://etenders.gov.in/eprocure/app</p> <p>(ii) CDAC's website: http://www.cdac.in</p> <p>Note:</p> <p>1. Bids are to be submitted on e-Procurement portal of Government of India referred at sl. no. (i) above only.</p> <p>2. CDAC may issue Addendum(s)/Corrigendum(s) to the Tender document, if any, which will be published on above websites only.</p>				
6.	Cost of bidding document (Non-Refundable)	Nil				
7.	Earnest Money Deposit	<p>Rs. 55,00,000/- (Rupees Fifty-five lakh Only)</p> <p>Note:</p> <p>1. EMD exemption not applicable to MSEs as the Works contracts are not under the purview of the MSE Purchase Preference Policy.</p> <p>2. Refer EMD clause of ITB for further details.</p>				
8.	Due date & time for Submission of Bid	September 22, 2025 15 00 Hrs				
9.	Date & time of opening of technical bid	September 23, 2025 16 30 Hrs				

10.	Completion time	<p>Phase 1: 4 Months from the date of issue of Work Order (Façade, RCC Structure, external blockwork & plastering etc.,)</p> <p>Phase 2: 8 Months from the date of completion of Phase - 1 (Overall Completion with all finishes, commissioning etc.,)</p>
11.	Bid Validity	120 days from the due date or extended due date (as applicable) of opening of technical bid.
12.	Pre-bid meeting	<p>A pre-bid meeting in hybrid mode will be held on 08.09. 2025, at 11:30 Hrs (IST) at the location indicated at Sl. No. 14 below.</p> <p>Interested bidders who would like to join online may please forward their request by email to mmg-blrqp@cdac.in for the details of the link.</p> <p>Clarification / Queries with regard to subject tender shall be sent through e-mail to mmg-blrqp@cdac.in</p>
<p>Join by meeting number Meeting number (access code): Will be shared Meeting password:</p>		
13.	Helpdesk for e-Tendering	<p>For any technical related queries please call at 24 x 7 Help Desk Number: 0120-4001 002 / 0120-4001 005 / 0120- 4493395</p> <p>E-Mail Support: For any Issues or Clarifications relating to the published tenders, bidders are requested to contact the respective Tender Inviting Authority</p> <p>Technical - support-eproc@nic.in Policy Related - cphp-doe@nic.in</p>
14.	Contact details of tender dealing officer.	<p>Material Management Group Centre for Development of Advanced Computing (C-DAC) CDAC Knowledge Park, No. 1, Old Madras Road, Baiyypanahalli, Bengaluru - 560038, INDIA Tel No.: +91-80-25093400, E-mail: mmg-blrqp@cdac.in</p>
15.	Bid Currency	Indian Rupees only

Centre for Development of Advanced Computing (hereinafter referred to as **C-DAC**) have pleasure in enclosing the following tender documents and invites e-bids from prospective bidders with the best & binding offer for **Extension of further floors on the 20PF Data Centre building at C-DAC Electronic City Campus, Bengaluru** as per enclosed Technical Specification (Section - 2):

Section – 1	Instructions to Bidders (ITB)
Section – 2	Technical specification
Section – 3	General Terms and Conditions of the Contract
Section – 4	BOQ / Price schedule Format
Section – 5	Proformas / Annexures

Note:

- a) **This is a ‘NO DEVIATION’ tender and bidders taking any deviation in tender requirements may be rejected.**
- b) The bidder shall upload a scanned copy of all the above Sections, its attachments and this ITT along with their bid. These documents must be duly filled as applicable and signed on each page, serving as a token of acceptance of all the terms and conditions of the tender enquiry, by the bidder.
- c) Bidders **shall ensure that bids are submitted taking cognizance of all corrigenda / addenda, if any.**
- d) Bidder may depute their authorized representative, on scheduled date of technical bid opening.
- e) **The price part of only financially eligible, techno-commercially acceptable bidders for the subject work shall be opened.**

Section - 1

Instructions to Bidders (ITB)

1.0 Scope of Work

Extension of further floors on the 20PF Data Centre building at C-DAC Electronic City Campus, Bengaluru as per Technical Specification (**Section - 2**) of tender document.

2.0 Eligibility Criteria

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

2.1. Technical Eligibility Criteria

2.1.1. The bidder must have successfully executed / completed Similar works during last seven (7) years ending last day of the month previous to the one in which the bid (tender) is invited:

(i) **Two Similar works**, each having value of the executed / completed work not less than **Rs. 14,00,00,000/- (Rupees Fourteen Crores only)**.

OR

(ii) **One Similar work**, having value of the executed / completed work order not less than **Rs. 22,00,00,000/- (Rupees Twenty-Two Crores only)**.

The value of work is inclusive of GST / taxes & duties.

a) Definition of Similar Work:

“**Similar work**” refers to a work involving Successfully completed “Office/ R&D /Institutional /Educational Institute Building involving RCC, Masonry, plastering work, Electrical and Allied work, Firefighting & Allied Works etc., in any Central / State Govt. Departments / Central PSUs/ State PSU/ Central Autonomous bodies/ State Autonomous bodies/ City Development Authority/Municipal Corporation of City formed under any act by Central/State Government and published in Central/State Gazette.

b) Documents to be submitted:

The bidder shall submit self-attested copies of the following documents issued by Client(s)/Owner(s)/Consultant(s) (in case of deposit works) in support of work executed, as evidence to meet the above technical eligibility:

- i. LOI / Work order / Contract agreement.
- ii. Completion certificate / Execution certificate / certified bills indicating value of work executed during the qualifying period.

The above documents shall mention the name, nature of work(s), value(s) of the job(s), date(s) of commencement, stipulated date(s) of completion and actual date(s) of completion duly certified by officer of level of Executive Engineer or higher level or equivalent.

Note:

1. In case, a bidder is executing a contract which is still running, the contract value executed during the qualifying period of last seven (7) years ending last day of the month previous to the one in which the bid is invited is equal to or more than minimum stipulated value as mentioned above, such experience will also be taken into consideration provided that the bidder has submitted satisfactory work execution certificate / certified RA bills.
2. In case bidder has completed larger value in a longer duration, portion of the 'Similar work', executed during the qualifying period of last seven (7) years ending last day of the month previous to the one in which the bid is invited shall be considered.

2.1.2. The Bidder must submit a valid registration certificate for a Civil contractor and an Electrical Contractor in the name of the bidder, issued by any concerned Central or State Government Organization.

2.2. Financial Eligibility Criteria

2.2.1. Average Annual Turnover

The average annual financial turnover of the Bidder during last (3) three consecutive **financial years ending 31st March' 2024** shall not be less than **Rs. 22,00,00,000/- (Rupees Twenty-Two Crores Only)**.

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

- b. In case of non-availability of audited annual reports for any genuine reasons, as an alternate, with reasoned proof, the bidder may submit certified annual turnover from a practicing-chartered accountant, duly notarised, in support of their financial credentials, in lieu of annual reports. The Chartered Accountant's Certificate should clearly indicate the details of the Membership No. & Firm No. of the Chartered Accountant and UDIN.
- c. In case of Companies / Firms which are less than three (3) years old, the average annual turnover of the bidder shall be calculated by considering the turnover as per the audited annual report or Chartered Accountant's certificate (for bidder(s) as per Sl. No. b above) submitted by the bidder for the available period divided by three (3).
- d. In case of Companies / Firms which are more than three (3) years old, bidders are mandatorily required to submit audited reports or CA certificate (for bidder(s) as per Sl. No. b above) for all the three (3) consecutive financial years failing which their offer will be liable for rejection.

2.2.2. Credit facility

The bidder should have a **minimum solvency of Rs. 11,00,00,000/- (Rupees Eleven Crores only)**, certified by their banker as per Annexure – 4 of Section - 5. The bidder should submit a solvency certificate from any Scheduled Bank. The certificate should be no more than three (3) months old from the initial bid submission date and should clearly state that the solvency for the specified amount will be available to the bidder exclusively for the specified package.

2.3. General

2.3.1. Site Visit

Bidders must submit the Site Visit report along-with Geotagged photographs of themselves, mentioning the GPS coordinate, date and time in the technical bid. Representatives of the firm are allowed with company ID cards during the site visit.

A Declaration in respect of a Site Visit on bidder's letter head is to be submitted by bidder as per Annexure – 5 of Section – 5.

- 2.3.2. The Bidder should not have been blacklisted or Debarred in any State Govt./Municipal Corporations/Central Govt./any State Govt. Organizations, Urban Local Body and/or its Undertaking company during last 03 years ending last day of the month previous to the one in which the bid is invited.

A Declaration regarding the above, on the bidder's letter head, has to be submitted by the bidder as per Annexure – 8 of Section -5.

3.0 Eligible Bidders

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

4.0 Earnest Money Deposit/ Bid Security

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

The Account details of CDAC are given below:

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

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

5.0 Site visit

- 5.1.** Bidders are advised to compulsorily visit the site and obtain all information that may be necessary for preparing the Bid and entering into a Contract for the required job. The costs of visiting the site shall be borne by the Bidder. The Bidder or any of his personnel or agents shall be granted permission by the CDAC to enter upon its premises upon prior intimation to

CDAC with company details. Contact person for site visit- Mr. Mohammad Ashfaque, Admin Officer, Contact No. 94482 94781.

- 5.2. The Bidder shall not be entitled to hold any claim against CDAC for non-compliance due to lack of any kind of pre-requisite information as it is the sole responsibility of the Bidder to obtain all the necessary information with regard to site, surrounding, working conditions, weather etc. before submission of the bid.
- 5.3. For the purpose of site visit, Bidders will forward the requests on their letterhead accompanied by bio-data for security clearance to the officer whose details are given below:

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

6.0 Clarification on tender documents

- 6.1. It shall be the responsibility of the bidder to ensure that the bid has been submitted in the required format and as per the requirements and terms & conditions of the tender document and no change should be made therein.
- 6.2. In the event of any doubt regarding the terms & conditions / formats, the person(s) concerned may seek clarification from CDAC before submission of the bid. **Such clarifications should be necessarily obtained at least 02 (two) days prior to pre-bid meeting (in cases where pre-bid meeting is scheduled) (or) 5 days before the due date / extended due date for submission of the bid in cases where pre-bid meeting is not scheduled. Bidder shall, thereafter, submit their offer strictly as per terms and conditions of Tender document. Delay in obtaining clarifications shall not entitle the bidder to seek extension in the due date for submission of the bid.** The replies to queries would be made available on e-Procurement portal / C-DAC’s web site in due course of time. All the queries, doubts, clarifications etc. must be submitted in the following .XLS format only.

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

- 6.3. CDAC shall not be obliged to respond to any queries which it receives after the deadline stipulated in tender. Any modification of the Tender Document, which may become necessary as a result of Pre-bid clarification / query, shall be made exclusively through issue of an Addendum / Corrigendum. The Addendum / Corrigendum, if any, will be uploaded on e-

Procurement portal (<https://etenders.gov.in/eprocure/app>) and websites indicated in the ITT. The same shall become part of the Contract Document / work order. However, in case any query remains un-replied, it shall be construed that in respect of those queries, the respective stipulation of the tender document shall continue to apply and / or no new stipulations made w.r.t. those queries.

7.0 Submission of Bid

7.1. The Bid documents shall be neatly arranged and all pages should be numbered. They should not contain any terms and conditions, printed or otherwise, which are not applicable to the Bid. The conditional bid will be summarily rejected. Insertions, postscripts, additions and alterations shall not be recognized, unless confirmed by bidder's signature.

7.2. Digital signature is required for entire tendering process. Bidders to ensure that their DSC is valid during entire tendering process and request for extension of any tendering process shall not be entertained by CDAC on account of non-availability of DSC.

7.3. Class III Digital Signature Certificate is advised to be used by bidder to participate in e-procurement. The bid should be submitted at the portal for e-tender i.e., <https://etenders.gov.in/eprocure/app> by the bidders who have valid digital signatures on or before the closing date and time indicated in the tender document. CDAC shall not be responsible for any delay in bid submission due to last minute rush or server becoming slow / busy / not responding. **Bids submitted by any other mode will not be accepted and will be summarily rejected.**

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

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

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

7.5. Bid shall be prepared and submitted online as follows:

7.5.1. PART - 1: Technical Part

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

Documents to be uploaded shall contain:

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

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

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

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

- 13) NO DEVIATION shall be accepted. Confirmation of “No Deviation” shall be submitted as per the format attached with this tender.

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

7.5.2. PART - 2: Price Part

- 1) The bidder should accept in Toto the Technical specification and scope of work in the Tender with no deviations as per clauses of the tender document.
- 2) Price Schedule/BOQ (Microsoft Excel File) is to be downloaded from website <https://etenders.gov.in/e procure/app> and then is to be filled, saved and uploaded (through digital signature) on the same website and not to be submitted in hard copy at all. Bidders to note that any change in Price Schedule format shall be notified through corrigendum/addendum and the same shall be considered for submission of price bid. In case Bidders have already submitted their bid before publishing of corrigendum/addendum related to change in price schedule format, the bidders are requested to re-submit price bid as per the changed Price Schedule format. Failure to re-submit the bid in such case may lead to auto rejection of the bid by the system.
- 3) The estimated quantities against each SOR item are indicated in the Price Schedule/BOQ sheet. Bidders are required to quote for all the items in the Price Schedule/BOQ sheet otherwise their bid will not be considered.
- 4) Bidders shall enter their basic rate (unit rate) and GST rate for all the SOR items in column no.” M” and “N” of the Price Schedule/BOQ sheet respectively, based on which the total amount including GST against each SOR item will be computed automatically in column no. “BB” of the Price Schedule/BOQ sheet. Total price including GST (in figures) offered by bidder/s will be computed automatically in Row no. “967” of the Price Schedule/BOQ sheet.
- 5) GST rate (%) in general applicable for similar nature of work, have been indicated in Column no. “N” of the BOQ. The bidder must ascertain the correctness of the same and change, if felt necessary by the bidder, while submitting the bid. Any error on the same by bidders shall be to their account.

Note:

- a) Bidder shall submit their Price bid strictly as per the Price schedule/BOQ provided along-with tender document. Price submitted by bidder in any other format shall render their offer invalid and shall not be considered for evaluation.
- b) There shall be no change or addition / deletion except for filling-up of the actual price / rate in the Price part.

- c) Bidder shall strictly ensure that technical bid (Part-1) does not contain any Price at all, as price are to be quoted in Price bid only.

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

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

NOTE : Non submission of bids due to any reasons within due date / time following due process prevalent at that time in the portal for which bidder shall be held solely responsible.

8.0 Opening of Bids

The valid technical bids will be opened through the CPPP portal for evaluation.

- 8.1.** The bids will be examined based on eligibility criteria stipulated at Clause no.2.0 of Section – 1 to shortlist the eligible bidders.
- 8.2.** The bidders whose technical bid is found to meet the requirements as specified above will only qualify for opening of the price bid and will be informed about the date and time of the opening of the price bid.
- 8.3.** The duly constituted Tender Evaluation Committee (TEC) shall evaluate the bids. The TEC shall be empowered to take appropriate decisions on minor deviations, if any.

9.0 Bid Evaluation Methodology for Award

- 9.1. While CDAC will endeavour to finalize the tender at the earliest, it reserves the right to delay finalization of tender, if necessary, without assigning any reasons for the same. During finalization of the tender, CDAC is not bound to accept lowest or any tender or to assign reasons whatsoever for non-acceptance.
- 9.2. **Evaluation and ordering shall be done on L1 based on the overall total amount (inclusive of GST) quoted by the bidders for the entire items of the Price Schedule, catering to and**

conforming to the complete scope of work. The L1 bidder shall be the bidder with the lowest contract price, including GST.

- 9.3. In case of tie i.e., more than one bidder quotes the same price arrived at based on evaluation, the L1 bidder will be the bidder having highest average annual financial turnover as calculated in line with clause no. 2.2 of Eligibility criteria.
- 9.4. In case, during the evaluation process, if there are changes in tax rate or abolition of old tax or introduction of new tax, cess etc., accordingly the tax treatment or new tax shall be considered.
- 9.5. **In cases where the successful bidder quotes a wrong GST rate, for releasing the order, the following methodology will be followed:**
- 9.5.1. In case the actual GST rate applicable is lower than the quoted GST rate, the actual GST rate will be added to the quoted basic prices. The final payment will be based on actual GST rate.
- 9.5.2. In case the actual GST rate applicable is more than the quoted GST rate, the basic prices quoted will be reduced proportionately, keeping the final cash outflow the same as the overall quoted amount.

Based on the Total Cash Outflow calculated as above, C-DAC shall place orders.

- 9.6. In case price/ fee quoted by any bidder is silent on the incidence of taxes & duties, it will be construed that the prices quoted by him include the incidence of all taxes, duties, levies etc.
- 9.7. Bidder must quote their rates against all the items in Price Schedule enclosed with this tender as part order is not applicable for this package. If bidder fails to quote any of the items of Price Schedule, it will be assumed that bidder has included price against such items in the total quoted price and shall execute those items without any payment.
- 9.8. **Final discussions shall be held with the techno-commercially acceptable L-1 (i.e., Lowest) Bidder only, if required.**
- 9.9. **Purchase preference as per PPP-2012 for MSEs is not applicable for this Works tender.**
- 9.10. Purchase preference as per Govt. of India PPP-MII (Make in India) in line with latest memorandum/order issued by Ministry of Finance/DPIIT/Any other government guidelines shall be applicable considering tendered works as non-splitable.

10.0 Clarifications

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

11.0 Suspension/ Banning of Bidder

Bidders who are found to have performed poorly or committed misconduct or Fraud or anything unethical at any stage beginning, from submission of tender till completion of order execution, withdraws bid after opening of technical bid/ price bid opening shall be banned/suspended for business dealings with C-DAC, at the discretion of CDAC.

12.0 General

- 12.1. All matters arising out of or relating to this Tender shall be governed by and interpreted in accordance with the laws of India.
- 12.2. Bidder Shall Submit their bid strictly in accordance with the Technical Specifications & as per Terms and Conditions of Tender Document. Before submission of bid, Bidders are advised to make themselves fully conversant with the conditions of tendering and draft work order, etc.
- 12.3. Before submission of bid, Bidders are advised to make themselves fully conversant with the conditions of tendering, General Terms & Conditions, etc. They are also advised to physically visit the site to understand site working conditions, nature & modus operandi of jobs prior to quote for the same.
- 12.4. By submitting a bid for the work, a bidder will be deemed to have satisfied himself by actual inspection of the site and locality of the work, if so required and that the rates quoted by him in the bid will be adequate to complete the work in all respect according to the specification and other working conditions and that he has taken into account all conditions and difficulties that may be encountered during its progress whether or not expressly provided in the tender document but necessary for the completion and maintenance of this work to the entire satisfaction of CDAC.
- 12.5. Bidders shall obtain all necessary information as to risks, contingencies and circumstances which may influence or effect their Bid. A bidder shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charges consequent on any misunderstanding or otherwise shall be allowed.
- 12.6. All work shall, unless specified otherwise, confirmed to the latest revision of relevant IS/CPWD specifications and codes of practice. In case of any particular aspect not specifically covered in these standards, the standard practice as may be specified by Engineer shall be final & binding.
- 12.7. Tender documents are not transferable.

- 12.8. Bidder shall have to comply with provision of contract labour (Regulation & Abolition) act 1970 and rules appended there under, if applicable to him.
- 12.9. The Bidder(s) will not enter with other participating Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids, clarifications on bid or any other actions which restrict competitiveness or introduce cartelisation in the bidding process.
- 12.10. All safety measures as required to be adopted as per the statutory regulations and norms shall be strictly followed by the Contractor during execution of the Contract. Agency shall provide all safety equipment required to the workmen at the time of executing the works.
- 12.11. It is in bidder's own interest that they visit the project site and acquaint themselves of the prevailing local conditions with all the requirements and scope of the tender before submitting the bid. No claim due to lack of knowledge shall be entertained at a later stage.
- 12.12. In the event the bidder whose bid is not accepted, the bidder shall not be entitled to claim any costs, charges or expenses incidental to or incurred by him through or in connection with his submission of the bid, even though CDAC may elect to withdraw the Invitation to Tender.
- 12.13. Should an Invitation to Bid be withdrawn or cancelled by C-DAC, which it shall have the right to do at any time, the Earnest Money Deposit will be returned to the Bidder.
- 12.14. MSME vendors are advised to obtain ZED Certification and Lean Certification as per Ministry of MSME, Govt. of India's Notification dated 04.02.2025. For more details, please visit <https://www.msme.gov.in/technology-upgradation-and-quality-certification>.

13.0 Confidentiality

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

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

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

15.0 Integrity Pact:

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

Format of Integrity Pact is enclosed as Annexure-4 at Section – 5 of the Tender Document.

Details of the Independent External Monitor (IEM)s are as follows;

1) Shri Vijay Kumar Singh House No. 25, Police Housing Cooperative Society, Kerwa Dam Road, Bhopal – 4620044 Mob: 8989161940 Email: - vijaysinghsls10@gmail.com	2) Shri. M Peter Johnson Door No. 2-2-647/211 Tirumala Narayanadri Apartments Flat No. GA Central Excise Colony BAG Amerpet, Hyderabad – 500013 Mob: 9958727979 Email: - johnson.mp@nic.in
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(End of Section – 1)

SECTION - 2

Technical Specification

(Refer to the document annexed separately)

SECTION 3

GENERAL TERMS AND CONDITIONS OF CONTRACT (GTC)

1.0 Scope of Work

Scope of work shall include all Civil Works, Architectural, Electrical, HVAC, Instrumentation, Firefighting and Elevators including supplies and services for construction, completion & maintenance of entire work as detailed in the Technical Specification enclosed as **Section - 2**. Your scope of work shall also include procurement of all materials including components required for completion of supplies, import of equipment / component (if any), and coordinated planning for manufacture, testing, surface preparation for painting, inspection, packing, marking, loading on Trucks/Trailors and transportation to project site. The scope also includes construction of Fire Water Pump house and allied facilities as per construction drawings. The tender drawings are indicative and work may be carried out as per IFC (Issued For Construction) drawings.

- 1.1.** The contractor shall erect and maintain his own site office and storages (closed storage or open storage or both), store management and maintain in a neat manner including drainage of the area placed at the CONTRACTOR's disposal. Capacity of the godown shall be such that it can store at least 15 days requirement of cement during peak period of construction and construct & maintain open storage for storing 15 days requirement of reinforcement steel. Safety, security & safe custody of the material in the stores shall be the sole responsibility of Contractor and Contractor shall employ adequate watch & ward on round the clock basis for the same.
- 1.2.** CONTRACTOR shall provide proper fencing, notice boards, watch & ward to protect and warn the Public and watching of all works at site and when & where necessary as decided by C-DAC or any competent, statutory or other authority for the protection of the works or for the safety and convenience to the Public or others, and till the work are taken over by C-DAC. Adequate lighting, shall also be provided at the work place and stores. The lighting in the storage area and in & around the work place shall be so arranged that there is sufficient illumination available in minimum area of 300metres radius around the stores & work place.
- 1.3.** Accounting of all materials received at stores / transported from CONTRACTOR's stores to project site for civil construction work.
- 1.4.** Providing all labour, skilled, semi-skilled, un-skilled and supervisory personnel etc. as may be required to complete the work within scheduled completion time.

- 1.5. Providing adequate tools, instruments, welding equipment, tackles, scaffolding, handling & construction equipment, shuttering material etc. required for completion of the work. All temporary approach roads to the site for carrying out construction activities, if any, shall be constructed and maintained by the CONTRACTOR at his own cost.
- 1.6. Procurement of all the materials as may be required for the work.
- 1.7. Obtaining all necessary clearance/approval from C-DAC and/or any other statutory bodies/authorities as and when required for the execution of the work.
- 1.8. Taking required insurance such as Workmen Compensation Insurance, Automobile Liability Insurance, third party liability Insurance, Group Personal Accident Insurance incl. cross liability cover and other Insurance coverage specified in this tender / order.
- 1.9. Timely payment of wages/benefits to labourers, supervisory personnel engaged at site as per Wage Acts prevailing during execution of work, keeping C-DAC completely indemnified against such payments. CONTRACTOR shall keep a record of such payment and produce the same on demand by C-DAC.
- 1.10. Abiding by statutory regulations, labour rules, safety codes during execution of order and obtaining clearance from C-DAC and relevant statutory authorities as & when required. CONTRACTOR shall submit all statutory documents required by C-DAC. Contractor shall pay all royalties, cess etc., as required by statute on time. CONTRACTOR shall keep a record of such payment and produce the same on demand by C-DAC. Any penalty incurred by C-DAC due to non – adherence of statutory regulations, labour rules, safety codes of Contractor personnel/labour shall be back – charged on the Contractor and to be borne by the Contractor.
- 1.11. Take necessary labour licenses and insurance coverage for entire tenure of work as per prevalent rules of at respective sites, before commencement of site work.
- 1.12. Abiding by all statutory obligations including ESI, EPF, etc. during execution of order. CONTRACTOR shall submit all documentary evidence in this respect such as ESI, EPF certificates, stamped challans, returns and Minimum Wage Certificate, etc along with each and every bill or as required by C-DAC / Consultant.
- 1.13. CONTRACTOR shall get his electrical installations inspected by the Electrical Inspector, Govt. of Karnataka, as applicable.
- 1.14. The cost of testing of concrete and any other material shall be borne by the CONTRACTOR and is deemed to be included in the unit rates quoted.

- 1.15. Permission to be taken from concerned authority in case work execution is required at heights.
- 1.16. The contractor shall arrange for gate passes and necessary statutory requirements for their personnel working at site.
- 1.17. The contractor personnel shall not litter around the project site and shall not interfere with the works of other contractors, if any.
- 1.18. Price quoted by Contractor is inclusive of expenditure towards dewatering of all kind of water (Seepage water, Storm water, Ground water etc.) from excavated pits, foundations, basement or any other place of construction, de-sludging and allied operation at any state of work and at any time till completion of work including all suspension period & delays whatsoever, cost of curing including pumping curing water wherever necessary. Requisite capacity pumps and piping system shall be deployed by the contractor, at his own cost.
- 1.19. **Material brought to site shall not be removed from the site without the prior written consent of C-DAC.**
- 1.20. No work shall be covered up or put out of view without prior approval of C-DAC.
- 1.21. Undertaking all repairs / modification and rectification work for completeness to the satisfaction of C-DAC.
- 1.22. Display of danger board signs in Kannada, Hindi & English Languages, wherever necessary.
- 1.23. The contractor shall establish a site office at the project site and keep posted an authorized representative for the purpose of the contract. Any written order or instruction of C-DAC/consultant or his duly authorised representative, shall be communicated to the said authorized resident representing the contractor and the same shall be deemed to have been communicated to the contractor at his legal address.
- 1.24. CONTRACTOR shall be solely responsible for watch & ward, lighting, security and preservation of material etc. under this custody. In case of theft or damage to any equipment contractor shall immediately inform C-DAC. In the event of theft or intentional damage caused by any party, lodging of FIR shall be contractor's responsibility. In case of failure to do so, any consequential liability shall be to contractor's account. Contractor shall also assist C-DAC in lodging the insurance claim and settlement of the same.
- 1.25. The material shall be procured in phased manner to meet site requirement and take care of the 15 days reserve. Non-availability of raw material shall not be an excuse for delay in work.

1.26. CONTRACTOR shall furnish progress report as 1st of every month showing the progress of each activity as per the bar chart agreed between C-DAC and Contractor. If requested by C-DAC, Contractor shall also furnish three (3) prints each to the C-DAC of progress photographs of the work done at Site.

2.0 Contract Price

2.1. The work is on **Item Rate Basis**. The bidders shall quote their price for the entire scope of work as per the price schedule of tender document.

2.2. The price quoted shall be considered firm and no price escalation will be permitted (except Govt. Statutory Levies).

2.3. The bidder may quote in Indian Rupees only.

2.4. Unit rates for all items shall remain firm and binding for any variation in quantities during the entire period of execution of the order. Quantities of individual items may vary to any extent or may not be operated for the completion of the work.

2.5. Bidder must indicate applicable GST separately for each item in the price schedule. The bidder should exercise utmost care to quote the correct percentage of applicable GST on each item.

2.6. **In case of any error or oversight, if the GST rate quoted by the bidder is different from the GST rate as per the tariff, the bidder will not be permitted to rectify the error/oversight. Order will be placed as per the Bid Evaluation Methodology for Award, indicated in the ITT of the tender.**

2.7. The contract price is inclusive of all applicable taxes, entry tax, expenses towards various statutory and regulatory bodies and insurance coverage including Goods and Services Tax (GST).

2.8. The unit rate/ Contract price shall be deemed interalia to include and cover all costs and expenses, including but not limited to the all handling and transport charges, transit insurance, expenses cost for supply all consumables, cotton waste, lubricants, grease, welding electrodes, oxygen and gas cylinders etc., deployment of labour, supervisory personnel, tools, tackles, equipment, templates, scaffolding, supports, dewatering equipment & systems, approaches, labour license, workmen compensation insurance, insurance for his workmen, employees and construction equipment at site, taxes, royalties, power, transport, handling, temporary facilities like labour camps, roads, drains etc., facilities for testing/ checking, disposal of rubbish/ surplus earth, pumping out drainage/ sub soil/ rain water if required, security, safety

and firefighting arrangement to be used by the contractor and any other work as detailed in TS or as may be ordered in writing during tenure of this order.

- 2.9.** All statutory clearances for building plans for all PCB / Fire etc., from statutory bodies viz., ELCITA, BESCOM, PCB, Fire department etc., are under the scope of the Successful bidder. The bidder shall include all the relevant charges against the same in their quoted rates. No separate payment shall be made on account of the same. All Statutory charges against the approvals shall be reimbursable on production of relevant documents.
- 2.10.** This being an item rate contract, the contract price is estimated only and is based on estimated quantity of work / items and applicable unit rates as indicated in the Price Schedule. Payment shall however be released against Contractor's monthly RA bill for actual quantities of work executed as certified by C-DAC/CDAC's Consultant and applicable unit rates as per the work order. Final contract price to be paid to the CONTRACTOR shall be arrived based on actual quantities of work finally executed by the contractor based on construction drawings issued by C-DAC/Consultant/ Site requirement, as duly certified by C-DAC/Consultant and applicable unit rates as per the work order.
- 2.11.** Contract price includes amount towards supply of goods and services that are required for completeness of scope of work as per TS.

3.0 Taxes & Duties

- 3.1.** The Total contract price shall be inclusive of all applicable taxes and duties including Goods & Services Tax (GST). Statutory deduction on taxes and levies as applicable for this contract shall be recovered from the bills.
- 3.2.** All other applicable Taxes, Duties, Levies, Fees or Royalties for construction material and erection/construction work, as applicable and other charges legally leviable on the CONTRACTOR in connection with this work order are included in the contract price and shall be borne and paid by the CONTRACTOR.
- 3.3.** Except as otherwise specifically provided in the order, the Contractor shall bear and pay all taxes, royalties, cesses, levies and charges assessed on the Contractor by any/ all authorities of State or Central Government.

- 3.4.** Tax invoice shall be raised by the Contractor in the name of “C-DAC, Bengaluru” as per GST norms. GST shall be paid at actual against Tax Invoice to be submitted by the Contractor. However, in case the Input Tax Credit of GST is denied or demand is recovered from CDAC, on account of any non-compliance by Contractor, including non-payment of GST charged and recovered, same would be recovered from Contractor along-with penalty/ interest, as applicable, levied on CDAC. Contractor shall indemnify CDAC in respect of all claims of tax, penalty and/or interest, loss, damages, costs, expenses and liability that may arise due to such non-compliance.
- 3.5.** The contract price is based on taxes, cesses, duties, levies etc. prevailing as on Effective date i.e., date of LOI/ Order.
- 3.6.** The adjustment in the Contract Price towards imposition of any new taxes & cesses if any, shall be applicable during the contract period pursuant to a government notification. In this regard, contractor shall furnish necessary documentary evidence.
- 3.7.** In case of abrogation of existing tax during the period of execution of order, the Contract Price shall be adjusted accordingly. The Contract Price shall be adjusted towards variation in taxes in respect of only finished equipment supplied by the Contractor to C-DAC.
- 3.8.** The Contractor shall bear and pay all liabilities in respect of Statutory variations in taxes and imposition of new taxes, cess that may be imposed after the Contractual delivery period, as originally stipulated, in case the completion period is extended for reasons not attributable to C-DAC and C-DAC is not eligible for ITC.
- 3.9.** GST as applicable on Raw Materials/Bought Out Components/Inputs are included in the Contract price. No adjustment in the Contract price shall be made for variations in the taxes on raw - materials, parts, component / intermediate components, assemblies / sub-assemblies, etc.
- 3.10.** **Goods & Service Tax Number (GSTN) of CDAC, Bengaluru: 29AAATC0934H1ZW**
- 3.11.** CDAC reserves the right to ask for copies of GST return while processing the Invoices of Contractor for payment. In case of failure to submit the same, amount equivalent to GST shall be withheld while making payment.
- 3.12.** The CONTRACTOR shall produce documentary evidence as may be called for by C-DAC in respect of taxes, Cesses, etc., paid by the CONTRACTOR.

4.0 Recovery of Tax, as applicable

- 4.1. Any Indian Income Tax which C-DAC may be required to deduct by law/statute, shall be deducted at the source and the same & shall be paid to the Income Tax Authorities on account of the CONTRACTOR. C-DAC shall provide the CONTRACTOR a certificate for such deduction of Tax. The Contractor shall indicate their PAN and GSTN to C-DAC. Contractor shall maintain Books of Account and shall get the accounts audited as required under the relevant Act.
- 4.2. Applicable TDS under GST Act will be deducted as and when notified.
- 4.3. The applicable cess (now 1%) payable under the Building and Other Construction Workers' Welfare Cess Act, 1996 will be deducted from the amounts payable to the Contractor.”

5.0 Rent & Royalties (if applicable)

- 5.1. Unless otherwise specified, the Contractor shall pay all tonnage and other royalties, rents and other payments or compensation (if any) for getting stone, sand, gravel, clay, bricks and other materials required for the works or any temporary works and it shall be deemed to have been included in the quoted prices. Royalties for the construction materials e.g., sand, stone aggregates, boulders, moorum etc. as prescribed from time to time by the State Government shall be recovered from the bills of the Contractor and paid to the State Government by the Employer if there is a demand from statutory authorities in this regard. The Contractor shall submit necessary documentary evidence that the Contractor has paid the royalties directly to the statutory authorities at source.

6.0 Security Deposit Cum Performance Bank Guarantee (SDBG)

- 6.1. The successful bidder will be required to furnish, within 15 days from the date of LOA/Order, Security Deposit in the form of a Bank Guarantee for a value of **5% amount of the Contract price including GST** in favour of C-DAC in the prescribed pro-forma
- 6.2. The Bank Guarantee towards Security Deposit Cum Performance Guarantee shall be kept valid till Defect Liability Period and shall be released on contractor's application after expiry of Defect Liability Period.
- 6.3. The Security Deposit Cum Performance Guarantee shall be for the due and faithful performance of the Contract and shall remain binding notwithstanding such variation, alteration or extension of time as may be made, given, conceded or agreed to between the contractor and C-DAC in this work order.

- 6.4. The Security Deposit Cum Performance Guarantee furnished by the contractor will be subject to the terms and conditions of this order and C-DAC will not be liable for payment of any interest on the Security Deposit or any depreciation thereof.
- 6.5. If the extent or object of the Contract is altered during the execution of the Contract in such a way as to effect an increase or reduction of the Contract price by more than 10%, the value of Security Deposit shall be adjusted accordingly, without altering the provisions as mentioned hereinabove.
- 6.6. Bank guarantee shall be as per C-DAC's format. Bank charges for establishing the bank guarantee & subsequent extensions shall be to Contractor's account.
- 6.7. C-DAC reserves the right to invoke the Bank Guarantee(s) submitted by bidder, in case of the following:
- a. The bidder fails to provide the warranty and other services in scheduled time frame, as stipulated in this document (or)
 - b. The bidder delays to provide the services as stipulated in this document.

7.0 Completion Schedule

- 7.1. Completion Schedule / Time is the most important/critical aspect of the work order. CONTRACTOR shall complete the entire scope of work detailed in the technical specification in all respects progressively within **12 (Twelve) months from the date of LOA/Work Order.**

Phase 1 (RCC Structure, external blockwork, plastering, Façade etc.):

4 Months from the date of issue of Work Order

Phase 2 (Overall Completion with all finishes, commissioning etc.):

12 Months from the date of issue of Work Order.

- 7.2. Works on all fronts shall start **immediately on placement** of Letter of Acceptance / Work Order.
- 7.3. The successful bidder is required to complete the shell RCC works & façade works within 4 months from the date of issue of work order, the finishing works may be continued thereafter.
- 7.4. The successful bidder shall take all necessary actions to ensure the completion of their scope of work within the designated time frame. This may include working on Sundays and holidays, working extra hours, or even working round the clock in shifts. The deployment of

additional supervisory staff and workers, augmentation of other supporting resources such as tools, tackles, erection equipment, machineries etc. and specific motivation of the working personnel to ensure the required output, all at no extra cost to C-DAC.

- 7.5. Effective date of order shall be the date of LOI/Work order, whichever is earlier.** In order to achieve completion schedule as stated above, CONTRACTOR shall submit a detailed work programme / time schedule in the form of a Bar Chart / PERT Network of complete work in line with the completion schedule for approval to C-DAC within 2 (two) weeks from order. Bar Chart/ PERT Network as stated above shall include clearly all activities including mobilization, site clearance, etc.
- 7.6.** Detailed Bar Chart / PERT network as approved by C-DAC shall form part of this work order and work shall be carried out by the CONTRACTOR as per the finally agreed Bar Chart/PERT Network. Drawings shall be issued in phased manner conforming to detail project schedule and review of site progress from time to time.
- 7.7.** The Completion schedule, as mentioned above, shall be suitably extended if the Contractor is delayed or impeded in the performance of any of its obligations under this order by reasons of any of the following:
- (i) Delay in handing over of front to carry out Site work.
 - (ii) Any occurrence of Force Majeure as given Force majeure clause
 - (iii) Any suspension order given by C-DAC as given under Suspension clause
 - (iv) Any other reason not attributable to Contractor.
- 7.8.** The Completion Schedule, under the above condition shall be extended by such period as shall be fair and reasonable in all the circumstances and as shall fairly reflect the delay or impediment sustained by the contractor for the reasons attributable to C-DAC. Except where otherwise specifically provided in the order, the Contractor shall submit to C-DAC their claim for an extension of the completion period together with particulars of the event or circumstances justifying such extension as soon as reasonably practicable after the commencement of such an event or circumstances. The Contractor shall at all times use its reasonable efforts to minimize any delay in the performance of its obligation under the order.
- 8.0 Liquidated Damages**
- 8.1.** Time and date stipulated in the Work Order for completion of work shall be deemed to be one of the most important aspect of the Contract. The Contractor shall complete the work within the completion period stipulated in the Work Order. If, however, the work is not completed within the stipulated completion period, or within such extended period as may be further

granted to the Contractor, the Contractor shall be liable to pay as liquidated damages but not by way of penalty, a sum of 0.5% per week of delay or part thereof on the final executed value of the works and such liquidated damages shall be limited to a **maximum 5% of the final** executed value of the works, excluding GST.

- 8.2.** Payment or deduction of Liquidated Damages shall in no way relieve the Contractor from his contractual responsibility to complete the work.
- 8.3.** Liquidated Damages as above, shall be deducted, but not by way of penalty, from the final payments payable to the contractor or any payment due to the contractor against other order of CDAC or by encashment of Bank Guarantee(s).
- 8.4.** In case work gets delayed for reasons not attributable to the contractor then such delays shall not be considered while computing the LD.

9.0 Terms of Payment

9.1. The Contractor shall periodically submit Running Account (RA) bills in the prescribed CPWD Performa for the work done provided it is not less than Rs.2.5 crores.

9.2. Subject to any deductions, which C-DAC may be authorised to make under the Contract, the Contractor Price shall be payable as follows:

9.2.1. 100% (Hundred Percent) of the basic price of work along with applicable GST on pro-rata basis, after completion of works upon certification by C-DAC / Consultant and upon submission of following documents in three sets at C-DAC, Bengaluru. **However, 10% of the Basic Price shall be retained and released subsequently as per clause no. 9.3.**

1. Tax Invoice indicating the incidence of GST, Period of work, GSTIN, PAN, contact details, HSN codes of goods or accounting code of services, description of goods or services, quantity, rate of tax etc. (Name, address & GSTIN of supplier) (Name, address & GSTIN of recipient).
2. Detailed Joint Measurement Sheets duly signed by CONTRACTOR and certified by C-DAC / Consultant, drawings, applicable reports and any other documents required by C-DAC.
3. Abstract of measurement sheet and work done till previous bill, the running and cumulative quantities, certified by C-DAC / Consultant, indicating respective values.
4. All running bills shall be accompanied with two sets of at-least 20 (twenty) photographs as per direction of C-DAC/Consultant taken from various points depicting

status of work as on Report/ Bill date along with Monthly Progress Report for the concerned month in the pro-forma to be given/approved by C-DAC. The photographs shall be duly signed by the contractor. No payment of running account bill shall be released unless it is accompanied by progress photographs and Monthly Progress Report as above.

5. Documentary evidence towards payment of ESI and EPF as per statute for the period of work certified by C-DAC / Consultant.
6. Attendance Sheet & Wage sheet evidencing payment of minimum wages, for the period of work, duly certified by C-DAC / Consultant.
7. Undertaking that CONTRACTOR has complied with all statutory requirements (including requirements as per Work Order) during the period for which the progress payment has been claimed.
8. Consumption statement of Cement and Steel till previous bill, current and cumulative quantities certified by C-DAC/Consultant for R.A. bill.
9. Copy of valid Insurance policies as per requirement of work order.

In absence of documents stipulated under sl. no. 5 and 6 above, 75% of 90% of basic amount (applicable as above) shall be released on request from the contractor upon submission of requisite documents as given above and an undertaking that all the statutory documents shall be submitted within the following month. Balance 25% of 90 % of basic amount shall be paid on submission of statutory documents as listed above.

IN CASE ANY OR ALL OF THE STATUTORY DOCUMENTS LISTED UNDER CLAUSE 9.2.1 ABOVE IS NOT SUBMITTED ALONGWITH PRE-RECEIPTED R.A. BILLS OR WITHIN THREE MONTHS FROM COMPLETION OF WORK FOR WHICH THE PAYMENT IS CLAIMED, PAYMENT AGAINST FUTURE R.A BILL(S) SHALL BE KEPT IN ABEYANCE TILL SUBMISSION OF THE REQUISITE DOCUMENTS. IN SUCH AN EVENT, CONTRACTOR SHALL ENSURE PAYMENT OF DUE WAGES TO HIS WORKMEN AS WELL AS PAYMENT TO STATUTORY AUTHORITIES KEEPING C-DAC COMPLETELY INDEMNIFIED AGAINST ANY CLAIMS.

Contractor agrees that any retention money withheld from any invoice towards security against the obligation due from the contractor i.e., final completion certificate and payment for such invoice be regarded as fully discharged for the purpose of GST.

- 9.3. Adhoc payment of 70 % of the bill value shall be recommended for payment against completed works pending the certification of the measurements. The same shall be adjusted in

the subsequent bill. No other bills shall be entertained against measurement till adjustment of measurements against adhoc bill in the subsequent bill in full is completed.

9.3.1. **10% (Ten Percent) of the basic price retained from the RA Bills** shall be released after completion of total scope of work by the contractor and upon issue of **Completion Certificate** by C-DAC. Payment shall be processed on submission of following documents in three sets:

1. Pre-Receipted Invoice.
2. Completion Certificate issued by C-DAC
3. Submission of Royalty certificate/ challan.
4. Statement of reconciliation of all the payments made.
5. Site clearance including dismantling of temporary store/ office (if required) as directed by C-DAC.
6. No-claim Certificate, as per C-DAC's format, by the CONTRACTOR
7. Undertaking for indemnifying C-DAC against any liability arising in future
8. Guarantee and Warrantee against the items / work done, as applicable.

Note: Payment on issuance of Completion Certificate shall be processed on finalization of delay analysis, if any.

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

9.5. All the above payments shall be released through Electronic Fund Transfer (i.e., RTGS / NEFT mode) only within 30 days of submission of correct and complete documents at C-DAC, Bengaluru. C-DAC will not be responsible for delay in payments in case of non-receipt of documents/ receipt of incorrect & incomplete set of RA Bill documents.

9.6. C-DAC shall deduct Taxes at source as per the prevailing statutes from the payments to be made to the CONTRACTOR. C-DAC shall deposit amounts thus deducted with the concerned authorities and issue necessary certificates to the CONTRACTOR to this effect.

9.7. Payment shall only be made for the actual Work executed at site against Contractor verified Bills as per the agreed Item Rates of the Order. The Quantities of Work indicated in the Price Schedule are approximate only. The Payment shall be made on the basis of actual Quantities of Work done duly approved by the CDAC / Consultant.

9.8. The CONTRACTOR shall furnish a No-Due declaration indicating that there are no balances dues to his sub-vendor/sub-CONTRACTORS along with the Final Bill and a No-Claim Certificate declaring that there are no balances or pending Claims from C-DAC towards this Order/Contract.

9.9. All running payments shall be regarded as payments by way of advance against the final payment only and not as payments for work actually done and completed and / or accepted by C-DAC and shall not preclude the recovery for bad, unsound and imperfect or unskilled work to be removed and taken away and reconstructed or re-erected or be considered as an admission of the due performance of the Contract, or any part thereof, in this respect, or the accruing of any claim, nor shall it conclude, determine or affect in any way the powers of the C-DAC under these conditions or any of them as to the final settlement and adjustments of the accounts or otherwise, or in any other way vary/ affect the contract. The contractor shall submit the final bill within three months of the completion of work, otherwise C-DAC's certificate of the measurement and of the total amount payable for the work accordingly shall be final and binding on contractor.

9.10. The progress payment made shall not exonerate the CONTRACTOR from liability to finally complete the work strictly in accordance with the specification and drawings, if required, by reconstructing or re-erecting and completing the faulty work in all respects.

9.11. GST will be reimbursed /paid at actual limited to amount as shown in the price schedule against fulfilment of following conditions in order to ensure Input Tax Credit of GST (ITC) as prescribed under GST Act/Rules: -

1. Contractor should submit valid Tax Invoice as prescribed in the GST Act/ Rules;
2. Contractor should file valid statutory returns for the tax period on the Goods and Service Tax Portal that may be necessary to match the invoice on GSTN common portal and enable C-DAC to claim input tax credit in relation to any GST payable.
3. Contractor should make the payment of Tax in time with respect to GST.

9.12. Bill to C-DAC, Bengaluru

The Contractor is required to prepare and submit bills in quadruplicate, in the name of C-DAC, for completed work to the C-DAC at the following address, duly certified by the C-DAC / Consultant:

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

9.13. Mobilization Advance

9.13.1. Mobilization advance not exceeding 10% of the tendered value may be given, if requested by the contractor in writing within one month of the order to commence the work. Such advance

shall be in two or more instalments to be determined by the C-DAC/Engineer-in-Charge at his sole discretion. The first instalment of such advance shall be released on request made by the contractor to the C-DAC/Engineer-in-Charge. The second and subsequent instalments shall be released after mobilizing/ setting up of necessary infrastructure at site, as applicable, viz site office, site laboratory, mobilisation of required plant, machinery, Scaffolding & shuttering materials etc.

Before any instalment of advance is released, the contractor shall submit a Bank Guarantee from a Nationalised Bank or all commercial Scheduled Bank for the amount equal to 110% of the amount of advance and valid for the period till recovery of advance. The Bank Guarantee shall be kept renewed from time to time to cover the balance amount and likely period of complete recovery.

- 9.13.2. The interest on the advance shall bear simple interest at the rate of 8 Percent per annum and shall be calculated from the date of payment to the date of recovery, both days inclusive, on the outstanding amount of advance. It shall be ensured that at any point of time, Bank Guarantee is available with C-DAC for the amount of outstanding advance.

The recovery of such sums advanced shall be made by the deduction from the contractor's bills commencing after first ten per cent (10%) of the gross value of the work is executed and paid, on prorate percentage basis to the gross value of the work billed beyond 10% in such a way that the entire advance is recovered by the time eighty per cent (80%) of the gross value of the contract is executed and paid, together with interest due on the entire outstanding amount up to the date of recovery of the instalment.

10.0 Measurement of Works

- 10.1.** Unless otherwise specified, measurement of work shall be carried out on the basis of the drawings issued by C-DAC. In the event of any dispute with regard to measurement of work executed, decision of C-DAC shall be final and binding on the CONTRACTOR.
- 10.2.** Contract price shall be deemed inter alia to include and cover all costs and expenses, including but not limited to cost of labour, supervisory personnel, tools, tackles, equipment, templates, scaffolding, supports, dewatering equipment & systems, approaches, workmen compensation insurance, insurance for his workmen, employees and construction equipment at site, taxes, royalties, power, lubricants, consumables, transport, handling, temporary facilities like labour camps, roads, drains etc., facilities for testing/checking, disposal of rubbish/surplus earth, pumping out drainage/sub soil/ rain water, security, safety and firefighting arrangement to be used by the CONTRACTOR and any other work as detailed in TS or as may be ordered in writing during tenure of this order.

- 10.3.** All measurements shall be in metric system. All the works will be jointly measured by the representative of the Engineer-in-Charge and the Contractor or their authorised agent progressively. Such measurement will be recorded in the Measurement Book/Measurement Sheet by the Contractor or his authorised representative and signed in token of acceptance by the C-DAC or their authorised representative.
- 10.4.** For the purpose of taking joint measurement, the Contractor/representative shall be bound to be present whenever required by the Engineer-in-Charge. If, however, they are absent for any reasons whatsoever, the measurement will be taken by the Engineer-in-Charge/Site-in-Charge or his representative and the same would be deemed to be correct and binding on the Contractor.
- 10.5.** In case of any dispute as to the mode of measurement for any item of work, the latest Indian Standard Specifications shall be followed.

11.0 Extra Items of Work & Rates

Should it be found necessary to execute any item of work which is not included in the schedule of items and for which unit rates are not available as per order, the rates for such items of work shall be finalized as below: -

- 11.1.** Where the extra items of work are similar to any item of work appearing in “Schedule of items/Price Schedule”, then the rates for such items shall be derived from contract rates of similar /closest item of work.
- 11.2.** Where the nature of extra item is such that the rate for the same cannot be derived as per (11.1) above, the rates for extra item of work shall be derived by the analysis based on the latest DSR rates applicable.
- 11.3.** Where rates for extra item of work cannot be established by methods (11.1) or (11.2) above, the rate for such item shall be mutually agreed & settled between C-DAC & CONTRACTOR based on the market rate & assessment for labour, materials & other factors.
- 11.4.** The overhead cost, supervision and profit shall be considered as 10% (Ten Percent) of basic cost of material and labour in the cases (11.2) and (11.3) if the same is not already provided for in the rate under consideration.
- 11.5.** To arrive at reasonable rate for extra work, cost escalation, local conditions, nature of job and any other unforeseen condition adding to the cost shall also be considered.

- 11.6. The CONTRACTOR must inform C-DAC in advance, before execution of any extra item of work along with necessary justifications. The contractor must obtain confirmation of C-DAC before start of execution of such extra item of work.**
- 11.7. After completing the extra item of work, the contractor shall submit their claim along with supporting documents/ certification by C-DAC.
- 11.8. Claim towards extra item of work shall not be considered unless C-DAC has confirmed extra item of work, before execution of such extra item of work.
- 12.0 Damage to Property**
- 12.1. Contractor shall be responsible for making good to the satisfaction of the C-DAC any loss of and any damage to all structures and properties belonging to the C-DAC or being executed or procured by the C-DAC or of other agencies within the premises of the work of the C-DAC, if such loss or damage is due to fault and/or the negligence or will-full acts or omission of the Contractor, his employees, agents, representatives or sub-contractors.
- 12.2. Since, the contract involves construction of upper floors on the existing data centre, all precautions shall be taken by contractor to ensure that the operation of the data centre is intact by means of careful work at site. Contractor shall take all necessary precautions not to damage the existing facilities, installations etc.
- 12.3. The data centre should be free from entry of dust, which is detrimental to the facilities. Hence, mechanical screens / for arresting entry of dust into the data centre / Electrical Panel Room/ UPS room etc is included in the scope and shall be provided without any cost to CDAC.
- 12.4. The Utility Platform on the rear side of the building houses Chiller & other facilities (HVAC, Electrical, Instrumentation etc.). Hard Barricade to the full height of construction towards the rear side shall be provided to arrest dust / debris onto the facilities. The same shall be provided and maintained till completion of all works without any extra cost to CDAC.
- 12.5. Cracks, damages etc to existing facility at Ground floor viz., repair of cracks, wall painting, piping damages etc are included in the scope.
- 12.6. The Contractors shall indemnify and keep the C-DAC harmless of all claims for damage to C-DAC's property arising under or by reason of this contract.
- 13.0 Submission of Progress Report**

13.1. The CONTRACTOR shall furnish progress report as 1st & 15th of every month showing the progress of each activity as per the bar chart agreed between C-DAC and CONTRACTOR. If requested by C-DAC, CONTRACTOR shall also furnish three (3) prints each to the C-DAC of progress photographs of the work done at Site.

14.0 Type, Quality of Material and Workmanship

14.1. The CONTRACTOR shall be deemed to have carefully examined and to have knowledge of the Special & other conditions, specifications, schedules, drawings, etc. forming part of the order and also to have satisfied himself as to the nature and character of the work to be executed and, where necessary, of the site conditions and other relevant matters and details. Any information thus had or otherwise obtained from C-DAC/Consultant shall not in any way relieve the CONTRACTOR from his responsibility for executing the work of the order including all details and incidental works not specifically mentioned in the order but necessary for ensuring complete execution of the work as per technical specifications. If the Contractor shall have any doubt as to the meaning of any portion of the order, Contractor shall submit the same to C-DAC, in writing in order that such doubt may be clarified/ removed.

14.2. The Contract work shall be of the best quality and workmanship according to the proven latest engineering practice in vogue at the time of entering into the order. All materials shall be new.

14.3. Brand Names/Makes, Codes and Standards referred in Contract documents shall be followed. Brand Names/Makes, Codes and Standards of other countries can be followed with the prior written approval of C-DAC provided materials, supplies and equipment according to the standard are equal to or better than the corresponding standards specified in the order.

15.0 Inspection/ Supervision and Test

15.1. The Contractor shall ensure that materials required to be inspected by C-DAC/Consultant are not erected / installed before inspection is completed. (Refer Technical Specification).

15.2. Inspection shall be carried out on the basis of the purchaser's drawings / manufacturers issued/approved drawings, approved QAP and instructions contained in the specifications.

15.3. Inspection call shall be raised along with submission of all related documents / certificates as above, with minimum Fifteen (15) days advance notice to C-DAC / Consultant.

15.4. The Despatch Clearance of C-DAC shall be issued to you within two (2) working days from the date of the Inspection Certificate issued by C-DAC/Consultant.

15.5. The inspection of materials at manufacturer's works and despatch of materials does not relieve the contractor of his obligation to replace/ rectify free of cost FOR project site basis for those materials which are found defective due to bad workmanship or bad quality of materials at the time of final inspection at project site or during agreed warranty/ guarantee period.

16.0 Protection of Work

16.1. The CONTRACTOR is responsible for protecting his "Work" till it is finally accepted by C-DAC, No claim will be entertained by C-DAC for any damage or loss to the Contractor's 'Work'. CONTRACTOR is also responsible for complete restoration of the damaged 'Work' to its original condition to comply with the specifications and drawings keeping C-DAC completely indemnified.

16.2. No part of the Facilities or foundations shall be covered up at the Site without the CONTRACTOR carrying out any test and / or inspection required under the Contract. The CONTRACTOR shall give a reasonable notice to C-DAC whenever any such parts of the Facilities or foundations are ready or about to be ready for test and/ or inspection; such test and / or inspection and notice thereof shall be subject to the requirements of the order.

16.3. The CONTRACTOR shall uncover any part of the Facilities or foundations, or shall make openings in or through the same as the C-DAC/Consultant may from time to time require at the Site, and shall reinstate and make good such part or parts.

16.4. C-DAC will not be responsible or held liable for any damage to person or property consequent upon the use, misuse or failure of any construction/ fabrication tools and equipment used by the Contractor, even though such construction tools and equipment may be furnished, rented, or loaned to the Contractor. The acceptance and / or use of any such construction tools and equipment by the Contractor shall be construed to mean that Contractor accepts all responsibilities for and agree to indemnify and will not held C-DAC/Consultant responsible from any and all claims for said damages resulting from said use, misuse or failure of such construction tools and equipment.

16.5. The Contractor shall be responsible during work for protection of the work which has been completed by the other Contractors. The necessary care shall be taken to see that no damage to the same is caused by their own men during the course of execution of their work.

16.6. All other works completed or in progress as well as machinery and equipment that are liable to be damaged by Contractor's work shall be protected by the Contractor and such protection shall remain and be maintained until its removal is directed by C-DAC / Consultant.

16.7. The Contractor shall effectively protect all the works from action of weather and from damages or defacement and shall cover finished parts where ever required for their thorough protection.

17.0 Title and Assumption of Risk

17.1. The transfer of title to C-DAC for work under this order shall pass on to C-DAC/Employer on its accretion on payments of GST.

17.2. Notwithstanding the transfer of Ownership of the civil & other associated works, the responsibility for care and custody thereof together with the risk of loss or damage thereto shall remain with the CONTRACTOR until date of completion of the Project. The CONTRACTOR shall make good, at its own cost, any loss or damage that may occur to the facilities or relevant part thereof from any cause whatsoever during such period. The CONTRACTOR shall also be responsible for any loss or damage to facilities caused by the CONTRACTOR or its sub-CONTRACTOR or its sub-CONTRACTORS in the course of any work carried out pursuant to Defect Liability clause.

18.0 Permits and Licenses

18.1. The CONTRACTOR shall at its own expense obtain all permits and licenses from concerned authorities, state / Indian Government required for the performance of work under this order and the CONTRACTOR shall be required to bear all fees paid to the Government or local licensing authority for obtaining permits and licenses. C-DAC shall not reimburse the CONTRACTOR for any such fees paid. The CONTRACTOR shall perform the work in accordance with the conditions of all applicable permits and licenses.

18.2. The CONTRACTOR shall provide C-DAC with evidence of licenses granted and any restrictions contained therein.

18.3. The Contractor shall pay all taxes due in India for the personnel employed by the Contractor for work arising out of their services in connection with the Contract.

18.4. All statutory clearances for building plans, for all PCB / Fire etc., from statutory bodies viz., ELCITA, BESCOM, PCB, Fire department etc., are under the scope of the Successful bidder. The bidder shall include all the relevant charges against the same in their quoted rates. No separate payment shall be made on account of the same. Only statutory charges against the approvals from statutory Government bodies shall be reimbursable on production relevant documents. **The successful bidder shall be responsible for coordination with the relevant**

authorities and obtaining all mandatory statutory approvals required for construction, occupation, and operation of the facility, including but not limited to:

- i) Building License from ELCITA (Electronic City Industrial Township Authority)
- ii) Commencement Certificate from ELCITA
- iii) Occupancy Certificate from ELCITA
- iv) Fire NOC from the Fire Department
- v) Environmental Clearances (if applicable)
- vi) Local Municipal and Utility Approvals, including water supply, sewage, and electrical load sanction
- vii) Structural Stability Certification and associated clearances
- viii) Clearance from Pollution Control Board (if applicable)
- ix) Any other applicable permissions or NOCs required for making the building operational and compliant with local regulations

Note:

The contractor is expected to engage or coordinate with licensed professionals / consultants, submit necessary documentation, attend inspections, and ensure all approvals are secured within the specified project timeline.

19.0 Acceptance

19.1. Inspection

The Contract work shall be inspected by C-DAC/Consultant to ensure that the plans and specification are being properly executed. C-DAC/Consultant shall have access and right to inspect the work or any part thereof at any stage. If by the above inspection, C-DAC/Consultant reject any work, the CONTRACTOR shall make good such rejections either by modifications or repairs as may be necessary, to the entire satisfaction of C-DAC. Such repair modifications include re-erection of such of those works of other CONTRACTOR's and / or agencies, which might have got damaged or affected by re-work done to the CONTRACTOR's work.

19.2. Preliminary Acceptance

After completing the construction of a unit or agreed upon thereof, the Contractor shall give a notice in writing stating that the job is completed in all respects and ready for preliminary acceptance. The job shall jointly be inspected by C-DAC/Consultant and Contractor to ascertain whether the job is completed as per requirements and technical specifications. All observed defects, deficiencies and omissions shall be noted. If the defects, deficiencies and omissions are not major in the opinion of C-DAC/Consultant, the Contractor will be issued a preliminary acceptance certificate mentioning observed defects, deficiencies and omissions.

The noted defects, deficiencies and omissions shall be made good by the Contractor within a period of 2 to 3 weeks' time.

19.3. Final Acceptance

The Contractor shall attend to all defects, deficiencies and omissions noted down during preliminary acceptance and after rectifying or making good the above in all respects, shall inform 10 days in advance to C-DAC for conducting final acceptance. During final acceptance all defects, deficiencies and omissions noted during preliminary acceptance shall be checked. Any defects /deficiencies /omissions not notified during preliminary acceptance, if pointed out during final acceptance shall be made good by the Contractor. Final acceptance certificate shall be issued by C-DAC only after all the defects /deficiencies /omissions noted under preliminary acceptance and final acceptance have been rectified.

20.0 Completion Certificate

20.1. Within 10 (Ten) days of the issuance of Final acceptance certificate, Contractor shall give notice of such completion to C-DAC, C-DAC shall inspect the work and satisfying itself with tests as required, shall issue a completion certificate to the Contractor, if there is no defect, imperfection or short fall in the work.

20.2. No completion certificate shall be issued nor shall the work be considered to be complete until the Contractor removes from the site all scaffolding, shuttering material, surplus materials, rubbish etc. and all temporary works and cleans off the dirt from wood work, doors, windows, walls, floors, or other parts of the work.

21.0 Defect Liability Period

21.1. Defect Liability period of one year shall start from the date of completion indicated in the Completion certificate issued by C-DAC. The Contractor shall attend to all defects arising in the works done by them during the defect liability period of one year from job completion. If any major defect arises during such period, the Contractor shall reconstruct/rectify the same in stipulated period mutually discussed with C-DAC/Consultant. Defect Liability period of such area of work shall be extended for a period of one year after rectification of major defects.

21.2. The CONTRACTOR shall maintain and satisfactorily execute at his own cost all such works of repair, amendment, reconstruction, rectification, replacement, all regular schedule work and any other work to make good the faulty work as stated during defect liability period.

- 21.3.** If the repair, replacement or making good is of such a character that it may affect the efficiency of the Facilities or any part thereof, C-DAC may give to the CONTRACTOR a notice requiring that tests of the defective work shall be made by the CONTRACTOR immediately upon completion of such remedial work, whereupon the CONTRACTOR shall carry out such tests.
- 21.4.** If the CONTRACTOR does not commence the rectification either by repair or replacement of such defects within 30 (thirty) days from the date of notice by C-DAC/Consultant or does not complete the rectification with reasonable diligence and within a reasonable time, C-DAC may, at its option, rectify the defects at the CONTRACTOR's expense. C-DAC shall, in such case, deduct from payment due to the CONTRACTOR the expenses incurred by C-DAC for remedy of such defects without prejudice to the other rights of C-DAC under the order.
- 21.5.** If the Facilities or any part thereof cannot be used by reason of such defect and / or making good of such defect, the Maintenance Guarantee Period of the Facilities or such part, as the case may be, shall be extended by a period equal to the period during which the Facilities or such part cannot be used by C-DAC because of any of the aforesaid reasons.
- 21.6.** For the period mentioned above, the Contract work shall not show any sign of defects, cracks, settlements, disfigurements, shrinkage, leakage, dampness or any other faults.

22.0 Responsibility for Performance of Contract

- 22.1.** The CONTRACTOR shall be entirely responsible for the due performance of the order in all respects according to the intent and meaning of the drawings, specifications and all other documents referred to in this order. C-DAC will have the right to reject the work done by the CONTRACTOR if it is found that the work carried out by the CONTRACTOR is not in conformity with the terms and conditions of the order in all respects.
- 22.2.** The CONTRACTOR shall co-operate with C-DAC's other CONTRACTORS, if any, and freely exchange all technical information with them to obtain the most efficient output. No remuneration shall be paid by C-DAC for such technical cooperation.

23.0 Completeness Responsibility

The CONTRACTOR shall, unless specifically excluded in the order, perform all such work and / or supply all such items and materials not specifically mentioned in the order but that can be reasonably inferred from the order as being required for attaining Completion of the Facilities, as if such work and / or items and material were expressly mentioned in the order,

without extra charges and the work must be completed in all respects within the stipulated completion period.

24.0 Liquidation, Death, Bankruptcy, etc.

If the Contractor shall die, dissolve or become bankrupt or insolvent or causes or suffers any receiver to be appointed of his business or any assets thereof compound with his creditors, or being a corporation commence to be wound up, not being a member's voluntary winding up for the purpose of amalgamation or reconstruction, or carry on its business under a Receiver for the benefits of its creditors or any of them, CDAC shall be at liberty:

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

25.0 Rights of C-DAC to Vary/ Change/ Cancel the Order

- 25.1. C-DAC from time to time during the period of performance of this order, reserves the right to make changes within the general scope of this order in drawings, designs, specifications, method of shipment, or require additional work, or direct the omission of work.
- 25.2. If any such change causes an increase or decrease in the cost of, or the time required for the performance of this order, or otherwise affects any other provision of this order, the commercial implication shall be mutually discussed and agreed upon with C-DAC.
- 25.3. Notwithstanding anything contained in this Conditions the CONTRACTOR shall not suspend or cease the performance of this order for reasons of any change or any dispute or any Arbitration proceedings.
- 25.4. C-DAC reserves the right to cancel this Work Order at any time by giving a notice of without assigning any reason. The Contractor shall stop the performance of the Contract immediately after receipt of such notice of cancellation from C-DAC and hand over all the drawings, documents, plant, equipment, supplies, material etc. including all the rights of work to C-DAC. In such event, without prejudice to any claims under this Contract, there shall be an equitable settlement of the obligations arising out of this cancellation.

26.0 Suspension and Termination

- 26.1.** C-DAC may suspend the work in whole or in part at any time by giving Contractor notice in writing to such effect stating the nature, the date and the anticipated duration of such suspension.
- 26.2.** On receiving the notice of suspension, the Contractor shall stop all such work which C-DAC has directed to be suspended with immediate effect. The Contractor shall continue to perform other work in terms of this Work Order which has not been suspended.
- 26.3.** C-DAC may at any time cancel the suspension notice for all or any part of suspended work by giving written notice to the Contractor specifying the part of work to be resumed and the effective date of suspension withdrawal. The Contractor shall resume the suspended work as expeditiously as possible after receipt of such withdrawal of suspension notice. The time for completion of the works will be extended for a period equal to duration of the suspensions.
- 26.4.** In the event of suspension of work, C-DAC will not be liable to the Contractor for any damage or loss or idle labour/machinery caused by such period of suspension of work. C-DAC shall not be liable to the Contractor for payment of any expenditure incurred during the period.
- 26.5.** C-DAC will be at liberty to terminate the Contract without prejudice to rights and affecting the obligations of the Contractor by giving 15 days' notice in writing in case of the following events:
- 1) If the Contractor fails to show progress of work or the work is found unsatisfactory.
 - 2) If the Contractor fails to comply with the provisions of the Work Order.
 - 3) If the Contractor is involved in any action involving moral turpitude.
- 26.6.** The Contractor shall then be liable to C-DAC in accordance with the Clause “Negligence” of this Work Order.

27.0 Negligence, Default and Risk Purchase

- 27.1.** If the Contractor fails to execute the work with due diligence or expedition or shall refuse or neglect to comply with any order given to him in writing by C-DAC in the order, C-DAC may give notice in writing to the Contractor calling upon him to make good the failure, neglect or contravention within such time as may be deemed reasonable and in default of the compliance with the said notice, C-DAC without prejudice to its rights under the order, may rescind or cancel the order holding the Contractor liable for the damages that C-DAC may sustain in this regard.
- 27.2.** Should the Contractor fail to comply with such notice within a reasonable period from the date of serving thereof, C-DAC shall have the option and shall be at liberty to take the work wholly

or in part out of the Contractor's scope and may complete the work envisaged in the order themselves or re-contract to any other person or persons to execute the same or any part thereof and provide other materials, tools, tackle or labour for the purpose of completing the work or any part thereof at the Contractor's Risk & Cost. This shall be without prejudice to C-DAC's rights under other clauses of this order.

- 27.3.** C-DAC shall have right to recover all expenses, costs and charges incurred in completion of the work by deducting any money due or which may become due to the Contractor or by revoking the Bank Guarantees.
- 27.4.** If the cost of executing the Facilities as aforesaid shall exceed the sum due to the CONTRACTOR and the CONTRACTOR fails to make good the deficit within the specified period, the Employer shall have the right to lien over the said materials, tools, tackles, construction plant or other things and properties of the CONTRACTOR as may not have been used up in the completion of the Facilities, and may be sold by the Employer after serving due notice to the CONTRACTOR and such proceeds applied towards the adjustment of such difference and the cost of incidentals to such sale. Any outstanding balance existing after crediting the proceeds of such sale shall be paid by the CONTRACTOR on the demand of the Employer, but when all expenses, cost and charges incurred in the completion of the facilities are paid by CONTRACTOR, all such materials, tools, tackles, construction plant or other things not used in the completion of the facilities and remaining unsold shall be removed by the CONTRACTOR with the written permission of the Employer.
- 27.5.** If the CONTRACTOR performs any work in a manner contrary to the order, without the approval of C-DAC, the CONTRACTOR shall bear all the costs arising therefrom and shall be responsible for all losses to C-DAC arising therefrom.
- 27.6.** In case Risk Purchase is to be executed against an order, Liquidated Damages shall be applicable on the total contract price i.e., without excluding the price of the work/ supply for which Risk Purchase has been undertaken.

28.0 Rejection of Defective Work

- 28.1.** If the completed work or any portion thereof, after it is accepted or taken over be found defective or fails to fulfil the requirements of the order, C-DAC shall give the CONTRACTOR notice setting forth particulars of such defects and the CONTRACTOR shall forthwith make good the defective work and ensure that it complies with the requirement of the order. Should the CONTRACTOR fail to do so within reasonable time, C-DAC shall get it rectified at the Risk and Cost of the CONTRACTOR, the whole or any portion of the work, as the case may be, which is defective or fails to fulfil the requirements of the order. Such

rectification shall be carried out by C-DAC within a reasonable time and at reasonable price and where reasonably possible to the same specifications. The CONTRACTOR's liability under this clause shall be satisfied by payment to C-DAC the amount spent by C-DAC on rectification / replacement of the work including charges for supervision of work.

28.2. In the event of such rejection C-DAC shall be entitled to use the work in a reasonable and proper manner for a time reasonably sufficient to enable it to obtain its replacement.

29.0 Patent Indemnity

Contractor shall, subject to the limitations contained in this document, indemnify and hold C-DAC/Consultant harmless from all costs, damages, and expenses arising out of any claim, action or suit brought against C-DAC/Consultant by third parties in respect of any infringement of any patent or registered design or any similar rights resulting from the use of any technical information, data or process or design belonging to contractor and furnished to C-DAC/Consultant.

30.0 Bench Mark and Contractor's Supervision

30.1. The Contractor shall be responsible for the true and proper setting-out of the Facilities periodically in relation to bench marks, reference marks, check lines and levels provided to it in writing by or on behalf of the C-DAC. If, at any time during the progress of installation of the Facilities, any error shall appear in the position, level or alignment of the Facilities, the Contractor shall forthwith notify the C-DAC of such error and, at its own expense, immediately rectify such error to the reasonable satisfaction of the C-DAC.

30.2. The Contractor shall give or provide all necessary superintendence during the installation of the Facilities, and the Contractor's Representative or its deputy shall be constantly on the Site to provide full-time superintendence of the installation. The Contractor shall provide and employ only technical personnel who are skilled and experienced in their respective discipline and supervisory staff who are competent to adequately supervise the work at hand.

31.0 Calibration of Measuring Instruments

All instruments required for measurement/inspection of items covered under this order are to be properly calibrated through a government recognised or equivalent test house and all relevant certificates pertaining to calibration are to be submitted to C-DAC to enable Inspection process as applicable.

32.0 Documentation

32.1. Completion Documents

The following documents shall also be submitted by the CONTRACTOR in Triplicate as part of completion documents:

- i. Test certificate for materials supplied by the CONTRACTOR.
- ii. Certified records of field tests on materials / equipment, as applicable.
- iii. Material appropriation statement as required.
- iv. Construction drawings showing therein the as built conditions of the work duly approved by the C-DAC/Consultant.
- v. Other documents as mentioned in Technical Specification.

32.2. As Built Drawings

Notwithstanding the provisions contained in standard specifications, upon completion of the works, the BIDDER shall provide "AS BUILT" drawing duly certified by CDAC / Consultant in A0/ A1 sheet form at appropriate scale with four sets of prints and two no. of soft copy (CD/ PENDRIVE). The As-built drawing shall be submitted on area wise as specified.

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

33.0 Conversance with Order Conditions

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

34.0 Cancellation of Work Order

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

35.0 Compliance with Statutory Laws and other Regulations

35.1. The CONTRACTOR shall, throughout the performance of this order, comply with all the laws, rules, regulations and statutory requirements/obligations of Government of India/ State/

Local Government and other statutory bodies applicable at Project Site for this contract work and C-DAC/C-DAC's Consultant shall not be liable for any action of the statutes applicable due to non-fulfilment of statutory obligations by the CONTRACTOR.

- 35.2.** The CONTRACTOR shall give all notices and pay all fees required to be given or paid under any Central or State statute, ordinance or other law or any regulation or by-law of any local or other duly constituted authority in relation to the execution of the work.
- 35.3.** The CONTRACTOR shall conform in all respects with the provisions of any statute, ordinance or laws as aforesaid and the rules, regulations or by-laws of any local or other duly constituted authority which may be applicable to the works or to any temporary works and with such rules and regulations of public bodies as aforesaid and shall keep C-DAC indemnified against all penalties and liabilities of every kind for breach of any such statute, ordinance, law, rule, regulation or by-law etc.
- 35.4.** The CONTRACTOR shall get himself registered with the concerned authorities as provided under various applicable Acts and shall be directly responsible to such authorities for compliance with the provisions thereof.
- 35.5.** The contractor shall at his own cost, observe, perform and comply with the provisions of the Acts applicable during the execution of the contract, and Rules/ Bye Laws framed thereunder including but not limiting to the following and shall maintain such registers and documents, as are required under the various statutes, for production of the same before C-DAC and/ or other Statutory Authorities prescribed in this behalf, as and when required. Non – compliance of the provisions/ stipulations of those Acts including the following will render the contractor liable to payment of necessary compensation/ penalty, as deemed fit by C-DAC:
1. The Contract Labour (Abolition & Regulations) Act, 1971
 2. The Payment of Wages Act, 1936
 3. The Employees' Provident Fund Act, 1952 & Employees' Provident Fund Scheme, 1952
 4. The Payment of Bonus Act, 1965
 5. The Industrial Disputes Act – In matters of settlement of various disputes like retrenchment lay-off, service conditions of Employees and maintenance of perfect Industrial peace, etc.
 6. The payment of Workmen's Compensation Act, 1923
 7. The Minimum Wages Act, 1948
 8. Factories Act, 1948.
 9. Apprenticeship Act, 1961.
 10. Family Pension Act, 1952.
 11. Building and other Construction Workers Welfare Cess Act, 1996
 12. Contract labour (Regulation and Abolition) Central Rate 1971
 13. Migrant Workmen (Regulation of Employment and Conditions of Service) Act, 1979.
 14. Child & Adolescent Labour (Prohibition and Regulation) Act, 1986
 15. Employee liability Act 1938
 16. Employee state Insurance Act 1948

17. The Building and Other Construction Works (Regulation and Condition of Contract) Act 1996.

- 35.6.** It will be the sole responsibility of the contractor to ensure all sorts of payments to his workers and submissions of return in time, as required by various Statutory Authorities concerned. In case of the Contractor's default in making statutory payments in time, C-DAC reserves the right to deduct necessary amount from the Contractor's bills toward such payment without prejudice to rights & remedies of C-DAC.
- 35.7.** The CONTRACTORs establishment shall be subjected to inspection, investigation etc. by C-DAC for ensuring proper and faithful compliance of the provisions of this order by the CONTRACTOR with regard to labour laws and matters stated in this clause.
- 35.8.** The CONTRACTOR shall provide, at his own cost, to all staff and workmen directly or indirectly employed in the works, all amenities for securing proper working and living conditions at the Site and at the labour camp. The CONTRACTOR shall also provide medical facilities at the site as per rules in force in relation to strength of their staff and workmen deployed at site.
- 35.9. Building and other Construction workers' (Regulation of Employment and Condition of Service) Act. 1996**

The Contractor employing or having employed on any day during preceding 12 months, 10 or more workers in any building or construction work valuing more than Rs. 10 Lakhs shall be duly registered under Section-7(1) of the Building and other Construction Workers (Regulation of Employment & Conditions of Service) Act 1996 and ensure compliance of the provisions of the said Act and the Rules framed there under including submission of documents towards payment of cess under the Building and other Construction Workers Welfare Cess Act, 1996.

In case bidder is not registered under the above act, they will submit an undertaking that required registration under above act shall be obtained before commencement of site work in case they are successful bidder.

Submission of Bids itself means your consent to the above clause and your undertaking to comply with the all the provisions of above act.

36.0 Labour

36.1 Labour License

The Contractor shall have to obtain a license from the Asst. Labour Commissioner (of appropriate jurisdiction) (Licensing Authority) within 15 days from the award of the order under Contract Labour (Regulation and Abolition) Act 1970 and shall comply with all provisions of the Act and rules framed thereunder and shall ensure no violation are pointed out by the Authorities under the Act.

The Running Account (RA) bills of the Contract shall not be released, until the license for the number of labours employed, under Contract Labour (Regulation and Abolition) Act 1970 has been produced by the contractor, to C-DAC. Whenever the number is increased, the contractor shall arrange to get such changes incorporated in the license.

36.2. Contract Labour Rules

In respect of all labour directly or indirectly employed on the works by the CONTRACTOR, the CONTRACTOR shall comply with all legislation or rules of state and / or Central Government and or Local Authority governing the protection of health, sanitary arrangement, wages, welfare and safety applicable for labour employed on building and construction works. The rules and other statutory obligations with regard to fair wages, welfare and safety measures, maintenance of register etc. will be deemed to be part of the Contract.

The CONTRACTOR shall have a valid labour license and shall also maintain all records/ register/return/cards under contract Labour (R&A) Rules Act, such as

- a) Register of workmen employed by CONTRACTOR (Form 9)
- b) Employment card (Form 10)
- c) Muster Roll (Form 12)
- d) Register of wages cum muster roll (form 13)
- e) Wage slip (Form 15)
- f) Register of overtime (Form 19)
- g) Submission of Return in (Form 20)

36.3. Contractor Shall also strictly adhere to all Provision of the following Act:

The following Acts, as applicable, with latest amendment thereof shall be complied with by the Contractor:

- a) Employee Provident Fund & Misc. Provision Act, 1952.
- b) Contract Labour Act (Regulation and Abolition Act, 1970
- c) Minimum Wages Act, 1948
- d) Payment of Wages Act, 1936
- e) Workmen Compensation Act, 1923.
- f) Factories Act, 1948
- g) Apprenticeship Act, 1961
- h) Family Pension Act, 1952
- i) ESI Act
- j) Shops & Establishments Act
- k) Cess Act, 1996

- 1) Any other statutory Act relevant to in this regard

36.4. Reporting of Accidents to Labour

The CONTRACTOR shall be responsible for the safety of all workmen and employees engaged by him or by his sub-CONTRACTORS in connection with the contract work. All accidents at site are to be immediately reported to the required authorities. The CONTRACTOR shall be responsible for all such accidents and shall make arrangements to render all possible assistance and aid to the victims of the accident.

36.5. Labour Returns

The CONTRACTOR shall obtain labour licence from concerned authority and shall submit periodical (daily/monthly/half-yearly) statements of labour employed by him in the proforma prescribed by C-DAC concerned labour authorities. Contractor shall also furnish to C-DAC, monthly statement of labours engaged for execution of the work.

36.6. Labour Camps

The CONTRACTOR shall, at its own expense, make adequate arrangements for housing, electricity, road, supply of drinking water and provision of lavatories and urinals for its staff and labour, disposal of sewerage and sludge and for temporary crèche (balmandir) where 50 or more women are employed at a time.

36.7. Preservation of Peace

The CONTRACTOR shall take adequate precautions and use his best endeavor to prevent any riotous or unlawful behaviour by or amongst his workmen and/or others employed on the works by him and for the preservation of peace, protection of the inhabitants & security of the property at or in the neighbourhood of the works/site.

36.8. Payment of Wages

- 36.8.1. The contractor shall comply with the provisions of the payment of wages Act 1936 and the rules made thereunder in respect of all employees directly or through petty contractors or sub-contractors employed by him in the works. C-DAC shall be entitled to deduct from any moneys due to the contractor (Whether under this contract or any other Contract) all moneys paid or payable by C-DAC by way of compensation of aforesaid or for costs of expenses in connection with any claim thereto and the decision of the Site in charge upon any question arising out of the effect or force of this clause shall be final and binding upon the contractor.

36.8.2. In case the CONTRACTOR fails to make payment of wages within the prescribed period or make short payment, then C-DAC shall be liable to make payment of wages in full or the unpaid balance due, as the case may be, to the contract labour employed by the CONTRACTOR and recover the amount so paid from the CONTRACTOR under any order or as a debt payable by the CONTRACTOR.

36.8.3. As a number of CONTRACTORS may be working at the same time in the erection of different part of the Project, there is need for pursuance of a coordinated policy in regard to employment, wages and other conditions of work. The CONTRACTOR shall consult C-DAC on all such matters to arrive at mutually agreed settlements.

36.9. Condition of Service of Employees of Contractor/Sub Contractor

36.9.1. The CONTRACTOR/sub-CONTRACTOR shall abide by the provisions of Karnataka Contract Labour (R&A) Rules regarding condition of service.

36.9.2. No female shall be allowed to work between 6 PM and 6 AM.

36.10. Sanitary Arrangements

The CONTRACTOR shall comply with all sanitary rules in force and carry out all sanitary measures and permit inspection of all sanitary arrangements at all reasonable times by C-DAC.

36.11. Infectious diseases

The CONTRACTOR shall employ such persons as are found to be free of contagious diseases and shall produce, if required by C-DAC, certificate of fitness of all his or his sub-CONTRACTOR's employees working at site. The CONTRACTOR shall, if required by C-DAC, subject all his employees to regular medical check-up and produce satisfactory evidence of their being free from any contagious disease.

36.12. Medical Facilities at Site

The CONTRACTOR shall provide medical facilities at the site as per rules in force in relation to the strength of the CONTRACTOR's staff and workmen deployed at site and cover his employee under ESI.

36.13. Age Limits of Labour

No child/adolescent shall be allowed to work in C-DAC's premises including the offices and canteen. The CONTRACTOR shall not employ for the purpose of the work, any person below

the age of 15 years. C-DAC shall have the right to refuse to allow any labourer whom he considers to be underage to be employed by the CONTRACTOR.

36.14. Employee's Provident Fund

36.14.1. The CONTRACTOR shall be solely responsible for deduction and contributions under the Employees' Provident Fund and Family Pension Act, 1952 and the scheme made there under as amended from time to time. He shall be solely responsible for the maintenance of records for payment of contributions and submission of returns in accordance with the said act and scheme.

36.14.2. In case the CONTRACTOR fails to make payments under the above act and the scheme made hereunder and as amended from time to time, C-DAC reserves the right to make such payment on behalf of the CONTRACTOR, on demand from the authorities under the Act and recover the same from the payments due to the CONTRACTOR. Further, the CONTRACTOR shall indemnify and keep indemnified C-DAC against any loss or damage whatsoever that may be suffered by C-DAC as a result of any claims, damages, penalties for any failure, non-compliance on his part with the provisions of the aforesaid act and the scheme framed thereunder.

36.14.3. The CONTRACTOR has to provide provident Fund Registration Number to C-DAC within 30 days of the issue of order.

36.15. Work at Night and on Holidays

As and when C-DAC considers it necessary to carry out work on extended hours / three shift basis or on Public Holidays so as to meet the completion schedule and request the CONTRACTOR to carry out work as per the said requirement, the CONTRACTOR shall carry out the work accordingly to meet the Completion period. Charges for such deployment of labour are included in the contract price.

No additional payment or overtime charges for deployment of labour & supervisory personnel to suit C-DAC's requirement for expediting the erection, testing & commissioning shall be payable to the CONTRACTOR including holidays. However, CONTRACTOR shall follow directives / rules of C-DAC and keep C-DAC indemnified.

36.16. Idle Labour/Machinery

CONTRACTOR shall engage sufficient & proper nos. of Workmen/ Supervisor etc. including machinery for successful & timely completion of work. No claim on account of wages of the idle labour or charges for machinery lying idle, shall be entertained under any circumstances.

36.17. Employees State Insurance Act

The contractor agrees to and does hereby accept full and exclusive liability for compliance with all obligations imposed by the Employees State Insurance Act., 1948, and the contractor further agrees to defend, indemnify and hold C-DAC harmless from any liability of penalty which may be imposed by the Central, State or Local authority by the reason of any asserted violation by contractor of the Employee's State Insurance Act, 1948 and also from all claims, suits or proceeding that may be brought against the C-DAC arising under, growing out of or by reasons of the work provided for by this contract whether brought by employees of the contractor, by third parties or by Central or State Government authority or any political sub-division thereof.

37.0 Health, safety, welfare of employees of contractor/ sub-contractor.

37.1. Health

37.1.1. The CONTRACTOR/sub-CONTRACTOR shall ensure that only those persons who are physically fit for doing the job are engaged. The CONTRACTOR/sub-CONTRACTOR shall take care of health requirements of employees under them in terms of Factories Act 1948, Mines Act 1952, Workmen's compensation Act 1923, contract Labour (Regulation & Abolition Act) 1970 and rules of Contract Labour (R & A) Act etc. regarding health, safety & welfare.

37.1.2. It is the responsibility of the CONTRACTOR/ sub-CONTRACTOR to ensure proper coverage by an appropriate insurance policy to take care of the eventualities.

37.2. Welfare

37.2.1. The CONTRACTOR/sub-CONTRACTOR shall comply with all the provisions regarding welfare of the employees under the provisions of Factories Act 1948, Contract Labour (Regulation and Abolition) Act 1970 etc. as amended from time to time and also keep relevant records, data in the Register prescribed and shall submit the same during periodic inspection by C-DAC.

37.2.2. The CONTRACTOR/sub-CONTRACTOR shall ensure that only the qualified, experienced and Licenced personnel are employed by them for operating the motor vehicles, dumpers, Dozers and other earthmoving equipment, construction & operation of electrical installations, high pressure welding, etc. The CONTRACTOR/ sub-CONTRACTOR shall ensure that the necessary Licence/renewals of Licences are kept up-to-date and in proper order at their own cost.

37.3. Safety and Security

- 37.3.1. The CONTRACTOR shall take all safety measures that are required by C-DAC. Such measures shall include, but not limited to, precautionary fire/gas protection measures and accident prevention programmes.
- 37.3.2. The CONTRACTOR shall adopt adequate safety measure and use of protective clothing by all the workmen at site whether or not engaged in actual execution of work or supervision thereof as per requirement. The CONTRACTOR shall ensure that the workmen on site use safety belts, gloves, helmets, masks etc. as are necessary for their safety.
- 37.3.3. The CONTRACTOR shall be responsible for safety arrangements of all equipment used in connection with the execution of the work and shall ensure employment of only trained operators to man the equipment. Only tested equipment, tools, wires, ropes, etc. shall be used and shall periodically be tested to the satisfaction of C-DAC. All test certificates shall be made available to C-DAC at site as and when required.
- 37.3.4. The CONTRACTOR shall, in connection with the execution of the work, ensure provision and maintenance at his own cost all lights, guards, fencing with gates and watch & ward when and where necessary or required by C-DAC or by any duly constituted authority for the protection of work and/or for the safety and convenience of the public or others.
- 37.3.5. The CONTRACTOR shall take adequate safety precautions for prevention of accidents at site. The CONTRACTOR shall also ensure that their employees/ workmen observe the statutory safety rules and regulations as also those laid down by C-DAC from time to time.
- 37.3.6. The CONTRACTOR shall provide at his cost necessary watch and ward force and adequate illumination as may be approved by C-DAC to ensure security and safety of all buildings/ structures/ equipment and materials under their custody at the site of work.
- 37.3.7. The CONTRACTOR shall comply with the Site regulations, during the execution of the Contract at the Site. The CONTRACTOR shall provide identity badges to their personnel and workmen duly authenticated by C-DAC which must be properly displayed by them at site.
- 37.3.8. In order to facilitate issue of exit gate permits by C-DAC for materials and equipment either during execution or the Defect Liability period, the CONTRACTOR shall submit to C-DAC, the list of construction / erection equipment etc. and / or other materials that shall be taken by them inside the site from time to time. Such movement of materials, equipment, tools, tackles, etc. shall be subject to certification by C-DAC.

37.3.9. Whenever work at height is involved, the Contractor must obtain Height Passes from Safety Engineering Department/C-DAC for those persons required to the work at height without which the Contractor will not be allowed to start the job by the Engineer or his representatives.

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

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

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

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

39.0 Insurance

39.1. Contractor/and his Sub-Contractor, as required by law for purpose of this Contract, shall arrange, secure and maintain during execution of the Contract, all insurances as may be necessary or required by law for purpose of this order and for all such amounts to protect the interest of the C-DAC against all risks as detailed herein. Insurance Policy

taken shall be kept valid till completion of work at site and shall be taken from an IRDA registered Insurance Company(s).

Contractor to have insurance policies effective from commencement of work and same shall remain valid till completion of work. In case of lapse of any policy during execution of work, C-DAC shall deduct amount as below:

- i. First instance-Twice the amount which contractor would have incurred for keeping policy valid for the lapse period (which shall be arrived based on previous premium payment against the insurance policy).
- ii. In case such instance is repeated- 5 (Five) times the amount which contractor would have incurred for keeping policy valid for the lapse period (which shall be arrived based on previous premium payment against the insurance policy).

Any/ all liabilities (financial, legal or otherwise) due to lapse of insurance policy(ies) shall be solely borne by contractor. C-DAC shall be kept indemnified from the same.

39.2. Contractor shall ensure that the Contractor shall furnish to C-DAC with evidence of such insurance, a copy of the issued policy and any amendments thereto and prompt notification of any cancellation or termination thereof.

39.3. Contractor shall arrange Insurance policy to cover Contractors all risk Insurance, Workmen's Compensation Insurance and Third-Party Insurance at his cost as under:

39.3.1. **Contractor All Risk Insurance** shall be equivalent to Contract price. This Insurance shall include physical loss or damage to property, plant, machinery and tools, works brought on to the site and temporary works erected on-site, as well as third party Liability related to work conducted on the site.

39.3.2. **Workmen's Compensation Insurance**

The Contractor shall be responsible for effecting Insurance under the Indian Workmen's Compensation Act and shall at all times indemnify the C-DAC against all claims for compensation under the provision of the Workmen's Compensation Act, 1923 or any other Law for the time being in force, while carrying out the Contract and against all costs and expenses incurred by C-DAC in connection therewith. In case, the Contractor does not take-out suitable Workmen's Compensation Insurance Policy and a liability on this account arises then C-DAC without prejudice to other means of recovery, shall be entitled to deduct from any money due or to become due to the Contractor under the contract or any other contract between the Contractor and the C-DAC, all moneys paid or payable by the C-DAC by way of

compensation aforesaid or for costs or expenses in connection with any claim thereto. The Contractor shall abide by the decision of the C-DAC as to the sum payable by the Contractor under the provision of this clause.

39.3.3. **Third Party Insurance**

The Contractor shall take third party insurance towards third party liability (including cross liability). The third-party liability shall cover loss/disablement of human life (persons not belonging to the Contractor). The value of third-party liability for compensation for loss of human life or partial / full disablement shall be of required statutory value but not less than Rs.2 lakh per injury & Rs.10 lakh for fatal accident and shall nevertheless cover such compensation as may be awarded by a Court of Law in India or abroad. The Contractor, whenever required, shall produce to the Engineer the policies or insurance and the receipts for payments of the current premium. As, such, C-DAC shall not be responsible and liable on this account and the liability shall remain entirely with the Contractor. Further, the Contractor shall continue to be bound by the provisions of the Workmen Compensation Act and other statutes relating to this, as may be applicable, and the above insurance shall in no manner whatsoever, relieve him from his statutory responsibilities and obligations. The third-party insurance should also cover the liabilities arising out of the loss or damage caused to/ by the Contractor's machines or materials.

Damage to property of others due to any act or omission on the part of the Contractor, his agents, his employees, his representatives and Sub Contractors or from riots, strikes and civil commotion shall also be taken care in the same.

- 39.4.** For engineers and other Supervisory staff who are not covered under above Clause 39.3, Contractor is advised to take suitable Group Personal Accident Insurance Cover for taking care of injury, damage or any other risks. Contractor shall be solely responsible for the same (including financial & legal repercussions) at own cost and C-DAC shall be kept indemnified on these accounts.
- 39.5.** To cover damage, loss, accidents, risks etc., in respect of all his plant, equipment and machinery, erection tools & tackles and all other temporary attachments brought by him at site to execute the work (which are not covered under above stated Insurance policies), contractor is advised to take suitable Insurance Cover. Contractor shall be solely responsible for the same and C-DAC shall be kept indemnified on these accounts.
- 39.6.** The Contractor shall take out insurance policy in the joint name of C-DAC and Contractor from one or more IRDA registered insurance company having **branch office at Bengaluru**.

- 39.7.** Any such insurance requirements as are hereby established as the minimum policies and coverages which Contractor must secure and keep in force. Contractor shall at all times be free to obtain additional or increased coverage at Contractor's sole expense.
- 39.8.** CONTRACTOR shall ensure that where applicable, contractor and its Sub-CONTRACTOR(s) take out and maintain in effect adequate/suitable insurance policies for their personnel, vehicles and construction equipment deployed for work executed by them under the order.
- 39.9.** C-DAC reserves the right to take out whatever policy that is deemed necessary by him if the CONTRACTOR fails to keep the said policy alive and valid at all times and / or causes lapses in payment of premium thereby jeopardizing the said policy. The cost of such policy(s) shall be recovered / deducted from the amount payable to the CONTRACTOR.
- 39.10. The CONTRACTOR shall also fulfill the following necessary requirements:**
- 39.10.1. Adequate fire-fighting equipment and extinguishing agents of sufficient capacity and quantity must always be available at site and kept ready for immediate use.
- 39.10.2. Sufficient number of workmen must be fully trained in the use of such equipment and must be available for immediate intervention at all times.
- 39.10.3. For storage of materials and equipment for the construction and erection work, storage must be subdivided into storage units and the distance between such storage units shall be as acceptable to the Insurance Company. All inflammable materials and especially all inflammable liquids and gases must be stored at a sufficient large distance from the property under construction or erection and from any hot work.
- 39.10.4. Welding, soldering or the use of an open flame in the vicinity of combustible material is only permitted if at least one workman suitably equipped with extinguishers and well trained in firefighting is present.
- 39.11.** Contractor shall also carry and maintain any and all other insurance, which he may be required under any law or regulation from time to time. He shall also carry and maintain any other insurance, which may be required by the C-DAC.
- 39.12.** The C-DAC shall not be liable for or in respect of any damages or compensation payable at law in respect or in consequence of any accident or injury to any workman or other person in the Employment of the contractor or any sub-contractor save and except and accident or injury resulting from any act or default of the C-DAC, his agents or servants and the contractor shall indemnify and keep indemnified the C-DAC against all such damages and compensation (save

and except as aforesaid) and against all claims, demands, proceeding, costs, charges and expenses, whatsoever in respect or in relation thereto.

40.0 Construction Water

40.1. Construction & Drinking water shall be arranged by contractor at his own expense. The CONTRACTOR shall also make its own arrangements to lay and maintain necessary distribution lines, valves, etc., at its own cost.

41.0 Construction Power

41.1. Construction power shall be provided by CDAC, **if available** at one point inside the premises. The Contractor shall arrange to supply and install suitable cables, Control Panels, Distribution arrangement, Sealed Power Meters, etc. for distribution of power to various points of site at their own cost, as required. Cost towards the power consumption shall be payable by Contractor as per BESCO rates as per the power consumption.

41.2. If not provided by CDAC, Construction power shall be arranged by contractor at his own expense. The CONTRACTOR shall also make its own arrangements to lay and maintain necessary distribution lines and wiring at its own cost.

41.3. The CONTRACTOR shall ensure that the electrical equipment employed by the CONTRACTOR will be such that the aggregate power factor does not fall below 0.8 at C-DAC's premises.

41.4. The CONTRACTOR shall obtain C-DAC's prior approval of the locations of CONTRACTOR's fixed construction machinery and the points for tapping of electric supply, laying of distribution lines and wiring.

41.5. The CONTRACTOR will supply and install switches, fuse units of suitable rated capacity separately for power and lighting on a frame preferably of steel and provide rainwater protection cover on the switches. The CONTRACTOR will supply and install all distribution cables, wires and switches, etc., of rated capacity for the work starting from the source of power at its own cost. The installation will be made as per relevant rules and site locations which are to be finalised in consultation with C-DAC.

41.6. Display of danger board signs in Hindi and English languages near switches is to be ensured by the CONTRACTOR.

- 41.7.** The electrical installations for construction power shall conform to Indian Electricity Rules. The CONTRACTOR will get its installation inspected by the Assistant Electrical Engineer of State Government and obtain a certificate for energisation of the installation if required.
- 41.8.** The CONTRACTOR will employ Electricians having valid Electrical Licence for carrying out the installations as well as for maintenance.
- 41.9.** The CONTRACTOR will provide proper facilities to C-DAC or their authorised representative for inspecting his temporary electrical installation as and when required. The CONTRACTOR will immediately attend to the defects so pointed out during this inspection including replacement of faulty cables, switches etc.
- 41.10.** The CONTRACTOR shall not effect any change in the temporary installation unless permission is obtained from C-DAC or their authorised representative.
- 41.11.** The CONTRACTOR shall be responsible for all damages, losses, etc., due to fire or otherwise if it is due to the CONTRACTORs negligence, improper installation, operation and / or maintenance of CONTRACTORs part of installations.

42.0 Provision of Land for Office/ Stores

C-DAC/EMPLOYER shall provide space free of cost to the contractor on his request for construction of site offices/Porta cabin & stores for storage of equipment/ tools & tackles. The contractor shall construct at its own cost such offices, sheds, stores. The contractor may also request for suitable space in the existing building in the adjoining area for allotment, for consideration of EMPLOYER. EMPLOYER, at his discretion, may consider the request. After completion of the work, the contractor has to vacate such offices, sheds & stores and clear the site.

43.0 Force Majeure

- 43.1.** “Force Majeure” shall mean any event beyond the control of the CDAC or of the CONTRACTOR, as the case may be, and which is unavoidable notwithstanding the reasonable care of the party affected, and shall include, without limitation, the following:
- a) war, hostilities or warlike operations (whether a state of war be declared or not), invasion, act of foreign enemy and civil war.
 - b) rebellion, revolution, insurrection, mutiny, usurpation of civil or military government, conspiracy, riot, civil commotion and terrorist acts.
 - c) strike, sabotage, unlawful lockout, epidemics, quarantine and plague.
 - d) earthquake, fire, flood or cyclone, or other natural or physical disaster.

- 43.2. If either party is prevented, hindered or delayed from or in performing any of its obligations under the order by an event of Force Majeure, then it shall notify the other in writing of the occurrence of such event and the circumstances thereof within 14 days after the occurrence of such event.
- 43.3. The party who has given such notice shall be excused from the performance or punctual performance of its obligations under the order for so long as the relevant event of Force Majeure continues and to the extent that such party's performance is prevented, hindered or delayed, the Time for Completion shall be extended.
- 43.4. The party or parties affected by the event of Force Majeure shall use reasonable efforts to mitigate the effect thereof upon its or their performance of the order and to fulfil its or their obligations under the order, but without prejudice to either party's right to terminate the order.
- 43.5. Any delay or non-performance by either party hereto caused by the occurrence of any event of Force Majeure shall not
- a) constitute a default or breach of the order
 - b) give rise to any claim for damages or additional cost or expense occasioned thereby

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

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

44.0 **Arbitration**

In the event of any dispute or difference between the Parties in respect of any matter relating to or arising out of this Agreement, they shall endeavour to negotiate a mutually satisfactory solution. If solution cannot be reached within a reasonable time, the said dispute or difference shall be referred to a sole arbitrator to be appointed by the Executive Director of C-DAC, Bangalore Centre, Bangalore. The arbitration proceedings shall take place in Bangalore and be conducted in English language and governed by the provisions of the Arbitration and Conciliation Act, 1996."

45.0 **Corruption, Gift and Payment of Commission**

Any bribe, remuneration, commission, gift or advantage given, promised or offered by or on behalf of the Contractor, his agents or representative or anyone on his or their behalf to any

employee, representative or agent of CDAC or any person on his behalf in relation to the execution of this or any other order with CDAC shall in addition to the criminal liability under the laws in force, be liable to cause of cancellation of this order and also to payment of any loss resulting from such cancellation to CDAC.

46.0 Waiver

Failure of C-DAC or the CONTRACTOR to insist upon performance of any terms and conditions of this Contract will not be deemed a waiver of any rights or remedies that C-DAC or the Order may have and will not be deemed a waiver of the subsequent default under the terms and conditions of the order. No right or remedy of C-DAC or the Order will be exclusive of any other right or remedy and C-DAC and the Order will have all rights and remedies given under the order now or hereafter existing in-law or by statute.

47.0 Governing Law and Jurisdiction

Any proceedings arising out of this contract (including Arbitration) shall be governed by and interpreted in accordance with the laws of India and shall be subject to the exclusive territorial jurisdiction of the Courts at Bengaluru.

48.0 Site Occupancy

The CONTRACTOR, its employees, Sub-CONTRACTORS and invitees shall be admitted to the installation sites for the purpose of performing the work required by this order, but none of them shall have any tenancy.

49.0 Drawing & Documents

All drawing specifications, sketches, schedule of items etc. furnished by C-DAC/Consultant is treated as strictly confidential property of C-DAC/Consultant.

The CONTRACTOR himself shall not make any changes in the drawings/sketches, specifications and schedule of items issued by C-DAC/Consultant for executing the contract work. If any error or omission is detected, he shall promptly bring the same to the notice of C-DAC/Consultant for clarification/ decision/ rectification. All modifications shall be subject to the written approval of C-DAC.

50.0 Secrecy/ Confidentiality

The technical information, drawings, specifications and other related documents forming part of tender or contract are the property of C-DAC/Consultant and shall not be used for any other

purposes, except for execution of the order. All rights, including rights in the event of grant of patent and registration of designs are reserved. The technical information drawings, specification, records and other documents shall not be copied transcribed, traced or reproduced in any other form or otherwise in whole and/or duplicated, modified, divulged and/or disclosed to a third party nor misused in any other form whatsoever without C-DAC/Consultant consent in writing except to the extent required for the execution of this order. This technical information, drawings, specifications and other related documents shall be returned to C-DAC/Consultant with all approved copies and duplicates, if any, immediately after they have been used for the agreed purpose. Required numbering and codification method need to be implemented by the CONTRACTOR to trace such documentation.

Except with the written consent of C-DAC/Consultant the CONTRACTOR shall not make use of any document other than for the purposes of this order.

51.0 Amendment

Any amendment to the terms of the Work Order/Contract (including Annexures) shall be made in writing by C-DAC and shall specifically state that it is an amendment to the Work Order/Contract. No amendment of the Contract shall have any effect until C-DAC has given such consent in writing.

52.0 Severability

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

53.0 Notices

53.1. All notices under this Work Order/Contract shall be given in writing and shall be deemed sufficiently given when delivered either in person or by fax or by registered mail addressed to the other party at its address set forth in this Work Order with a copy to the nominated representative at site.

53.2. If any such notice is delivered by hand, it shall be duly acknowledged and if given by fax it shall be confirmed by registered letter within seven days of the date of such notice. Either party shall by notice in writing inform the other party of any change of its address as stated herein below for receiving such notices.

53.3. Date of notices under this Clause shall be the date of receipt of such notice by the receiving party. The address of C-DAC & Contractor for notice shall be as specified in hereinafter.

54.0 Clean – Up of Work Site

54.1. The Contractor shall not store or place the equipment, materials or erection equipment on the drive ways and streets and shall take care that their work in no way restricts or impedes traffic or passage of men and material. During erection, the Contractor shall without any additional payment, at all times keep the working and storage area used by him free from accumulation of loose and combustible material, waste materials or rubbish to avoid fire hazard and hindrance to other works of C-DAC. If the Contractor fails to comply with these requirements, C-DAC will proceed to clear those areas and the expenses incurred by C-DAC in this regard shall be payable by the Contractor. Before completion of the work, the Contractor shall remove or dispose in satisfactory manner all scaffolding, temporary structures, sheds, buildings, stores, waste and debris and leave the premises in a condition satisfactory to C-DAC.

54.2. On Completion of the period of Contract, all materials, rubbish and temporary structures of any sort or kind used for the purpose of or connected with the Work including quarters for Contractor's labours are to be removed by the Contractor and all pits and excavations filled up and site handed over in a tidy condition. No final payment shall be made to the Contractor till such Work site clearance shall have been effected by him. In the event of the Contractor failing to comply with this provision within 7 days after receiving notice in writing from the C-DAC to that effect, C-DAC shall have the right to get the Work site cleared in all respects at the risk & cost of the Contractor. C-DAC, under no circumstances, shall not be held liable for any loss or damage to the Contractor's property which may be lying at the Work site, due to its removal there from and that removal may be effected by means of public sale of such materials and property or in such a way as deemed fit and convenient to C-DAC. C-DAC shall not be liable to make any payment in this respect.

55.0 First Aid

The Contractor shall provide a first aid kit at the work site to meet the requirements of minor injuries. Contractor shall make his own medical and transport arrangements to take care of his employees/workers in case of accident.

56.0 Sub-Letting

The CONTRACTOR shall not sublet/sub-contract the whole or any part of work or assign the order or any part thereof without the prior written consent of CDAC. Such consent, if given, shall not establish any contractual relationship between the Sub-Contractor(s) and CDAC and shall not relieve the CONTRACTOR of any liability, responsibility or obligation under this order and the CONTRACTOR shall be responsible for the acts, defaults or neglects of any Sub-CONTRACTOR or his representative or workmen as fully as if they were the acts,

defaults and neglects of the CONTRACTOR himself. In the event the CONTRACTOR contravenes this condition, CDAC reserves the right to reject the Work sub-contracted and complete the same from elsewhere at CONTRACTOR's Risk and Cost. The CONTRACTOR shall be solely liable for any loss or damage which CDAC may sustain in consequence or arising out of such replacing of the contract work.

57.0 General

- 57.1.** In the event of any conflict between the clauses of this tender document, or where there is a lack of clarity regarding any activity, the CPWD guidelines shall govern.
- 57.2.** The Contractor shall be responsible for any losses incurred by them or their sub-contractor at site or en-route on account of any accident, or injury to any workmen, theft, fire etc. The Contractor shall indemnify and keep indemnified CDAC against all such damages, proceedings, charges and expenses whatsoever in respect thereof or in relation thereto.
- 57.3.** Penalty may be imposed on the Contractor for non-compliance to the SHE (Safety, Health & Environment) requirements working in the Project. Vehicles used by contractor shall meet the emission norms.
- 57.4.** All safety measures as required to be adopted as per the statutory regulations and norms shall be strictly followed by the bidder during execution of the Contract.
- 57.5.** For working hours and execution of work without disturbance to CDAC Office staff and others, Contractor shall strictly follow instruction of Engineer – in – charge, CDAC.

(End of Section – 3)

SECTION - 4

Price Schedule format

(Refer BoQ)

SECTION – 5

Proformas / Annexures

Annexure - 1

AUTHORITY LETTER

Date:

To:

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

Subject: Authority Letter

Reference: Tender no.

Dear Sir,

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

Specimen Signature:

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

For M/s _____ (Name of the bidder)

Signature and company seal

Name

Designation

Email

Mobile No.

(IF Applicable)

PROFORMA OF BANK GUARANTEE IN LIEU OF EARNEST MONEY DEPOSIT
(on non-judicial paper of appropriate value)

(As per Bank format)

Annexure – 3

PROFORMA OF SECURITY DEPOSIT CUM PERFORMANCE BANK GUARANTEE
(on non-judicial paper of appropriate value)

To,

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

BANKS GUARANTEE NO:

DATE:

Dear Sir(S)

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

The conditions of this order provide that the vendor/Contractor 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/Contractor) has accepted the said purchase / Work 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/Work Order No. M/s. _____ (name of Vendor/Contractor) 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/Contractor's 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 the said M/s _____ (Name of Vendor) and/ or that any dispute or disputes are pending before any officer, tribunal or court or Arbitrator. The guarantee herein contained shall not be determined or affected by the liquidation or winding up, dissolution or change of constitution or insolvency of the said M/s _____ (Name of Vendor) but shall in all respects and for all purposes be binding and operative until payment of all dues to C-DAC in respect of such liability or liabilities.

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

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

Notwithstanding anything contained herein:

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

Granted by the Bank

Yours faithfully, For (Name of Bank)

SEAL OF THE BANK

Authorised Signatory

FORM OF BANKERS' SOLVENCY CERTIFICATE FROM A SCHEDULED BANK**Sub: Extension of further floors on the 20PF Data Centre building at C-DAC Electronic City Campus, Bengaluru****Tender No.:**

This is to certify that to the best of our knowledge and information that M/s..... having marginally noted address, a customer of our bank are/is respectable and can be treated as good for any engagement up to a limit of Rs.....

(Rupees.....).

The solvency for the stated amount will be available to M/s..... exclusively for the subject package/work.

This certificate is issued without any guarantee or responsibility on the bank or any of the officers.

Yours faithfully

()

Name, authorized designation and seal

Name of the bank

Notes:

1. Banker's certificates should be on letter head of the Bank.
2. The solvency certificate shall be from any Scheduled Bank not older than 3 months from the initial date of submission of the bid.

DECLARATION IN RESPECT OF SITE VISIT

(To be submitted on Company's letter head)

To,

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

SUB: Extension of further floors on the 20PF Data Centre building at C-DAC Electronic City
Campus, Bengaluru

Tender No.:

I / We* (Name of Bidder) hereby confirm that before submission of this bid, I/We have visited the site and are fully acquainted with local conditions and factors for execution of the works covered under this tender documents and technical specifications and that we shall have no claims against CDAC on these accounts at any time”.

Enclosure:

1. Geotagged photographs of self with GPS coordinate, date and time

(Signature f Bidder)

BID ACCEPTANCE LETTER

(To be submitted on Company Letter Head).

Date:

To:

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

Subject: Bid Acceptance Letter

Reference:

Dear Sir,

1. I / We have downloaded / obtained the tender document(s) for the above mentioned 'tender' from the web site(s) namely: www.cdac.in / www.eprocure.gov.in etc.; as per your NIT, ITT given in the above-mentioned website(s).
2. I / We hereby certify that I / We have read the entire terms and conditions of the tender documents (including all documents like annexure(s), Section(s), schedules(s), etc.), which form part of the Work order / contract agreement and I / We shall abide hereby by the terms / conditions/ clauses contained therein.
3. The corrigendum(s) issued from time to time by your department / organization too has also been taken into consideration, while submitting this acceptance letter.
4. I / We hereby unconditionally accept the tender conditions of above-mentioned tender document(s) / corrigendum(s) in its totality / entirety.
5. I / We certify that all information furnished by our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/ organization shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the fully said earnest money deposit absolutely.

Yours Faithfully,

Authorized Signatory.

(Signature of the Bidder, with Official Seal)

Email id for correspondence.

INTEGRITY PACT

(To be executed on plain paper)

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

By and Between

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

and

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

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

Preamble

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

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

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

Section 1 Commitments of the Principal

1. The Principal commits itself to take all measures necessary to prevent corruption and to observe the following: -
 - a. No employee of the Principal, personally or through relatives or any other person, will in connection with the tender, or for the execution of the Contract, demand, promise or accept for himself/herself or any third person, any material or immaterial benefit or any other advantage from the bidder/s or contractor/s which he/she is not legally entitled to.
 - b. The Principal will, during the tender process treat all Bidder/s and Contractor/s with equity and reason. The Principal will in particular, before and during the tender process, provide to all bidder/s and contractor/s the same information and will not provide to any bidder/s or contractor/s additional/confidential information through which the bidder/s and contractor/s could obtain an advantage in relation to the tender process or the contract execution.
 - c. The Principal will exclude from the process all known prejudiced persons.
2. If the Principal obtains information on the conduct of any of its employees, which is a criminal offence under the relevant Anti-Corruption Laws of India, or if there be a substantive suspicion and the same is prima facie found to be correct in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions In such a case while such enquiry is being conducted by the Principal, the proceedings under the contract shall not be stalled.

Section 2 Commitments of the Bidder/ contractor

1. The Bidder / Contractor commits to take all measures necessary to prevent corrupt practices, unfair means and illegal activities. He commits himself to observe the following during his participation in the tender process and during the contract execution:
 - a. The Bidder / Contractor undertakes that he/she has not given, offered or promised to give directly or indirectly any bribe, gift, consideration, reward, favour any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Principal, for which benefit etc. he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
 - b. The Bidder / Contractor will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Principal, for which benefit etc. he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract
 - c. The Bidder / Contractor will not enter into any agreement or understanding with other Bidders in connection with the bid, including but not limited to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.

- d. The Bidder / Contractor will not commit any offence under the relevant provisions of Anti-Corruption Laws of India/Indian Penal Code, 1860, Information and Technology Act, 2000, Competition law or any other relevant laws, enactments, rules and regulations. Further the Bidder / Contractor will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically. The Bidder / Contractor also undertakes to exercise due and adequate care of any such information so divulged.
 - e. The Bidder / Contractor further confirms and declares to the Principal that the Bidder / Contractor is the original manufacturer / integrator / authorised government sponsored export entity and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the Principal or any of its functionaries, whether officially or unofficially to the award of the contract to the Bidder / Contractor, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
 - f. The Bidder / Contractor will, when presenting his bid, disclose any and all payments he has made, is committed to make or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract and the details of the services agreed upon for such payments.
 - g. The bidder(s)/ contractor (s) of foreign origin shall disclose the name and address of agents and representatives in India related to this tender. Similarly, the bidder(s)/ contractor(s) of Indian nationality shall furnish the name and address of their foreign principals or associates, if any, related to this tender.
 - h. The Bidder / Contractor shall not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
 - i. If the Bidder / Contractor or any employee of the Bidder / Contractor or any person acting on behalf of the Bidder / Contractor, either directly or indirectly, is a relative of any of the officers of the Principal, or alternatively, if any relative of an officer of the Principal has financial interest / stake in the Bidder's / Contractor's firm, proprietorship, company, etc. the same shall be disclosed by the Bidder / Contractor at the time of filing of tender/EoI. The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act, 2013.
 - j. The Bidder / Contractor shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the Principal.
 - k. The bidder / contractor shall disclose the circumstances, arrangements, undertakings or relationships that constitute, or may reasonably be considered to constitute, an actual or potential conflict of interest with its obligations specified in the tender process or under any Agreement which may be negotiated or executed with Principal. Bidder / Contractor and its employees, agents, advisors and any other person associated with the bidder / contractor must not place themselves in a position which may, or does, give rise to conflict of interest (or a potential conflict of interest between the interests of Principal or any other interests during this tender process or through operation of the Agreement.
 - l. The bidder(s)/ contractor (s) who have signed the Pact shall not approach the Courts while the matters/disputes/issues, related to tender process or the Contract are presented before the IEM and awaiting the final decision.
2. The Bidder / Contractor will not instigate third persons to commit above mentioned acts / omissions / offences outlined above or be an accessory to such offences.

Section 3

Disqualification from tender process and exclusion from future contracts

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

Section 4

Compensation for Damages

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

Section 5

Previous transgression

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

Section 6

Equal treatment of all Bidders / Contractors / Subcontractors

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

Section 8

Independent External Monitor / Monitors

1. The Principal appoints competent and credible Independent External Monitor as nominated and approved by the Central Vigilance Commission. The task of the IEM is to review independently and objectively, whether and to what extent the Parties comply with the obligations under this Pact. The IEM would be required to sign 'Non- Disclosure Agreements' along with a declaration of 'Absence of Conflict of Interest'. In case of any conflict of interest arises at a later date, the IEM shall inform Chairperson of the Board of the Principal and recuse himself/herself from that case.
2. The IEM is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairperson of the Board of the Principal. The IEM would be provided access to all documents/records pertaining to the contract for which a complaint or issue is raised before them, as and when warranted. However, the documents/records/ information having National Security implications and those documents which have been classified as Secret/Top Secret are not to be disclosed.
3. The Bidder / Contractor accepts that the IEM has the right to access, without restriction, all Project documentation available with the Principal including the documents/ records/ information provided by the Bidder/Contractor. The Bidder/Contractor will also grant the IEM, upon their request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The IEM is under contractual obligation to treat the documents/ records/ information of the Bidder/Contractor/ Subcontractor with confidentiality.
4. The Principal will provide to the IEM sufficient information about all meetings among the parties related to the Project provided that such meetings could have an impact on the contractual relations between the Principal and the Bidder/Contractor. The Parties will offer to the IEM the option to participate in such meetings.
5. As soon as the IEM notices, or suspects, a violation of this Pact, he will inform the Management of the Principal and request the Management to discontinue or rectify the violation, or take any other relevant action. The IEM can in this regard submit nonbinding recommendations. Beyond this, the IEM has no right to demand from the Parties that they act in a specific manner, refrain

from action or tolerate action. However, the IEM shall give an opportunity to the Bidder / Contractor to present his case before making its recommendations to the Principal.

6. The IEM is expected to tender their recommendation on all the complaints within 30 days of their receipt, to the Chairperson of the Board of the Principal. Further, should the occasion arise, the IEM may submit proposals for correcting problematic situations.
7. If the IEM has reported to the Chairperson of the Board of the Principal a substantiated suspicion of an offence under relevant Anti-Corruption Laws of India/Indian Penal Code, 1860, or any other relevant laws and the Chairperson has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the IEM may transmit this information directly to the Central Vigilance Commissioner, Government of India.
8. The word 'IEM' would include both singular and plural.

Section 9 Pact Duration

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

Section 10 Other provisions

1. This Pact is subject to Indian Laws. Place of performance and jurisdiction is the Registered Office of the Principal, i.e., Pune. The Arbitration clause provided in the main tender document / contract shall be applicable to any issue / dispute arising under this Pact.
2. If the Contractor is a partnership, this Pact must be signed by all partners.
3. In case of any allegation of violation of any provisions of this Pact or payment of commission etc. the Principal or its agencies shall be entitled to examine all the documents including the Books of Accounts of the Bidder / Contractor and Bidder / Contractor shall provide necessary information and documents and shall extend all possible help for the purpose of such examination.
4. If one or several provisions of this Pact are held to be invalid/unenforceable, the remainder of this Pact shall remain valid as though the invalid or unenforceable parts had not been included herein. In this case, the parties will strive to come to an agreement to their original intentions.
5. Issues like warranty/ guarantee etc. shall be outside the purview of IEM.

For the Principal

For the Bidder / Contractor

Place -----

Witness 1 : -----

Date -----

Witness 2

DECLARATION BY BIDDER

(To be furnished on letter head)

Tender No. & Date:

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

- a. We hereby declare that our organization, M/s _____, has not been blacklisted, debarred, banned, or delisted by any state government, municipal corporation, central government, state government organization, urban local body, and/or its undertaking company during the last three (03) years ending the last day of the month previous to the one in which the bid is invited.
- b. We hereby declare that our organisation M/s _____ have submitted the details, as required in the tender enquiry, is true to the best of our knowledge, correct and no information has been concealed therefrom. In case of any information found untrue or incorrect or false at any stage of tendering or in ordering process, our offer / order, if placed on us, will immediately stand cancelled and we will compensate all expenditure incurred by CDAC during this process without protest or demur.
- c. On award of work order against the above tender enquiry, we undertake to comply with all legal regulations and comply with statutory rules with regard to PF, Minimum wages, EPS, ESI, statutory taxes & duties, legal notice etc. for the work to be executed by us. We shall keep CDAC fully indemnified against any or all claims arising out of the above with regard to the subject order.

Signature of the Bidder

Name:

Designation:

(Seal of the Company)

Address:

Phone No.:

Mobile no.:

E- mail:

NO DEVIATION DECLARATION

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

To:

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

Tender No:

Dear Sir,

We understand that any deviation or exception in any form may result in the rejection of our e-bid. Therefore, we certify that we have not taken any exceptions or deviations anywhere in the e-bid, and we confirm that our bid is strictly as per tender requirements.

We further confirm our acceptance to all terms & conditions of the above-referred tender enquiry, without any deviation whatsoever. Any deviation appearing anywhere in our bid shall stand withdrawn.

For & on behalf of

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

Ref. No.

Date:

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

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

Dear Sir,

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

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

Authorised Signatory

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

Signature & Stamp of the Authorised Bank Officer

Date:

Place:

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

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

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

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

Dated:

Signed by
(Authorized Signatory)

INFORMATION REGARDING BIDDER

(To be submitted on the letter head of the bidder)

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

Sl. No.	Question	Answer
1.	Whether the bidder is registered as Micro, Small or Medium Enterprise under MSMED Act.2006	YES / NO (Please tick)
	If, YES- Please indicate Whether Micro / Small / Medium	Micro / Small / Medium (Please tick)
2.	If, MICRO / SMALL, please submit / attach self-attested copy UDYAM REGISTRATION CERTIFICATE	
3.	Whether MSE owned by SC / ST (If Yes, Documentary proof to be submitted)	YES / NO (Please tick)
4.	Whether MSE owned by Women (If Yes, Documentary proof to be submitted)	YES / NO (Please tick)

SIGNATURE OF THE BIDDER:

NAME:

DESIGNATION:

(Seal of the Company)

Address:

Phone No.:

Mobile no.

E- mail:

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

Reference:

1. The Government of India, Department for Promotion of Industry and Internal Trade (DPIIT) Order No. P-45021/2/2017-PP (BE-II)-Part (4) Vol.II dated 19.07.2025, read with all subsequent amendments pertaining to the Public Procurement (Preference to Make in India) Order, 2017.
2. Tender No. & Date: _____
3. Bidder's Bid No. & Date: _____

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

Sl. No.	Question	Answer
1	Whether the bidder is Class I Local Supplier or Class II Local Supplier	
2	In case of Class I/Class II, Please submit/attach copy of self- certification that the item offered meets the local content requirement for 'Class-I local supplier'/ 'Class-II local supplier', as the case may be.	
3	Kindly indicate percentage of Local Content of the items offered by you against the tender.	
4	Kindly give details of the location(s) at which the local value addition is made (if any)	

Signature of the bidder

Name:

Designation:

(Seal of the Company)

Address:

Phone No.:

Mobile no.:

E-mail.:

DECLARATION BY BIDDER
WITH REGARD TO GOVERNMENT GUIDELINES FOR MAKE IN INDIA

(To be submitted on the letter head of the bidder)

Tender No. & Date:

Bidder's bid No. & Date:

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

Signature of the bidder

Name:

Designation:

(Seal of the Company)

Address:

Phone No.:

Mobile no.:

E-mail.:

Certificate from Statutory Auditor or Cost Auditor of Company (In the Case of Companies)

(OR)

from a Practicing Cost Accountant or Practicing Chartered Accountant (In respect of Suppliers other Than Companies) towards Percentage of Minimum Local Content

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

Sub:

Tender No.: _____

We _____, Practicing Chartered Accountant have verified relevant records of M/s _____ and certify that _____ meet the mandatory minimum Local content requirement of _____% specified in tender document no _____ for claiming purchase preference under Public Procurement (Preference to Make in India) Policy.

Name of Audit Firm: _____

Membership No.: _____

UDIN: _____

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

- I. As per Order (Public Procurement No. 4) No.F.7/10/2021-PPD (1) dated 23.02.2023 issued by Department of Expenditure (Procurement Policy Division), Ministry of Finance, Govt. of 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 as specified in Annexure I of Order (Public Procurement no. 4) dated 23.02.2023. Further, any bidder (including bidder from India) having specified Transfer of Technology (TOT) arrangement with an entity from a country which shares a land border with India, shall also require to be registered with the same competent authority.
- II. "Bidder" (including the term 'tenderer', 'consultant' 'vendor' or 'service provider' in certain contexts) means any person or firm or company, including any member of a ~~consortium or joint venture~~ (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency, branch or office controlled by such person, participating in a procurement process.
- III. "Bidder (or entity) from a country which shares a land border with India" for the purpose of this Order means:
- (a) An entity incorporated, established or registered in such a country; or
 - (b) A subsidiary of an entity incorporated, established or registered in such a country; or
 - (c) An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - (d) An entity whose beneficial Owner is situated in such a country; or
 - (e) An Indian (or other) agent of such an entity; or
 - (f) A natural person who is a citizen of such a country.
- IV. The "Beneficial Owner" for the purpose of (III) above will be as under:
1. In case of a company or Limited Liability Partnership, the beneficial Owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person(s), has a controlling Ownership interest or who exercises control through other means.

Explanation —
 - a) "Controlling Ownership interest" means Ownership of, or entitlement to, more than twenty-five per cent of shares or capital or profits of the company;
 - b) "Control" shall include the right to appoint the majority of the directors or to control the management or policy decisions, including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
 2. In case of a partnership firm, the beneficial Owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has Ownership of entitlement to more than fifteen percent of capital or profits of the partnership;

3. In case of an unincorporated association or body of individuals, the beneficial Owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has Ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
 4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial Owner is the relevant natural person who holds the position of senior managing official;
 5. In case of a trust, the identification of beneficial Owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or Ownership.
- V. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
- VI. The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.
- VII. The registration shall be valid at the time of submission of bid and at the time of acceptance of bid.
- VIII. If the bidder was validly registered at the time of acceptance/ placement of order, registration shall not be a relevant consideration during contract execution

Note:

1. This order referred above will not apply to bidders (or entities) from those countries (even if sharing a land border with India) to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects. Updated lists of countries to which lines of credit have been extended or in which development projects are undertaken are given in the website of the Ministry of External Affairs.
2. Order (Public Procurement No. 4) No.F.7/10/2021-PPD (1) dated 23.02.2023 issued by Department of Expenditure (Procurement Policy Division), Ministry of Finance, Govt. of India may be referred for further details.

CERTIFICATE REGARDING COMPLIANCE TO RESTRICTIONS UNDER RULE 144 (XI)
OF THE GENERAL FINANCIAL RULES (GFRS), 2017
(To be submitted on the letter head of Party)

To,
Centre for Development of Advanced Computing
Knowledge Park, No. 1, Old Madras Road,
Baiypanahalli, Bengaluru 560038.

Reference:

1. Order (Public Procurement No. 4) No.F.7/10/2021-PPD (1) dated 23.02.2023 issued by Department of Expenditure (Procurement Policy Division), Ministry of Finance, Govt. of India
2. **Tender no:**

I / We have read the clause pertaining to restrictions on procurement from bidders of countries sharing a land border with India, as stipulated in the Order dated 23.02.2023 (referenced at serial no. 1 above) and any subsequent orders issued by the Nodal Ministry in this regard. In accordance with the requirements of the aforesaid order, I/We hereby certify that:

- 1) **Our company is not from a country that shares a land border with India and to which the Government of India has not extended Lines of Credit or is not engaged in development projects.**
 - i. We confirm that we will not subcontract any work to a contractor from such countries unless that contractor is duly registered with the Competent Authority. []
 - ii. We fulfill all requirements in this regard and are eligible to be considered for this procurement.

- 2) **Our company is from a country that shares a land border with India and to which the Government of India has not extended Lines of Credit or is not engaged in development projects.**
 - i. We confirm that our company has been **duly registered with the Competent Authority**, and evidence of this valid registration is attached. []
 - ii. We also confirm that we will not subcontract any work to a contractor from such countries unless that contractor is duly registered with the Competent Authority.
 - iii. We fulfill all requirements in this regard and are eligible to be considered for this procurement.

Please select [] one of the above options that applies to you

Date

Place

Yours truly,
Signature:
Name:
Designation:
Name of Bidder:
Seal:

Note:

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

DETAILS OF COMPANY PROFILE

(To be furnished on letter head)

Details of company profile have to be provided as below:

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

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

Signed by
(Authorized Signatory)

DOCUMENTS CHECK-LIST

Sl. No.	Details of Documents	Submitted (Yes/ No)
1.	Duly signed Covering letter with bid number & date	
2.	Kindly confirm that offer is valid till 120 days form opening of the technical bid.	
3.	Duly Signed & stamped copy of ITT	
4.	Documents required as per technical eligibility criteria.	
5.	Documents required as per financial eligibility criteria.	
6.	Documents required as per General eligibility criteria	
7.	Duly Signed & stamped copy of Sections 1 to 5 of tender document along with Corrigendum(s) / Addendum (s), if any	
8.	Authority Letter (as per Annexure – 1 of Section - 5)	
9.	Duly Signed & stamped copy of Proforma for Bank Guarantee in lieu of Earnest Money Deposit as per Bank format (as per Annexure – 2 of Section - 5)	
10.	Duly Signed & stamped copy of Proforma of Security Deposit cum performance Bank Guarantee (as per Annexure – 3 of Section - 5)	
11.	Bankers' Solvency Certificate from A Scheduled Bank (as per Annexure – 4 of Section - 5)	
12.	Declaration In Respect of Site Visit (as per Annexure – 5 of Section - 5)	
13.	Bid Acceptance Letter (as per Annexure – 6 of Section - 5)	
14.	Duly Signed & stamped copy of Integrity Pact (a per Annexure – 7 of Section - 5)	
15.	Duly Signed & stamped copy of Declaration by Bidder, in company's letter head (as per Annexure – 8 of Section - 5)	
16.	No Deviation Declaration as per Annexure – 9 of Section - 5	
17.	NEFT / RTGS details of bidder as per Annexure – 10 of Section - 5	
18.	Acceptance to No Claim certificate format as per Annexure – 11 of Section – 5	
19.	Information regarding the bidder with regard to MSMED Act 2006 as per Annexure-12 of Section – 5.	
20.	Information regarding Bidder with regard to Government Guidelines for Make in India as per Annexure – 13 of Section - 5	
21.	Declaration by Bidder with regard to Government Guidelines for Make in India as per Annexure – 14 of Section - 5	
22.	Certificate towards percentage of Minimum local content as per Annexure – 15 of Section - 5	
23.	Duly Signed & stamped copy of Restrictions Under Rule 144 (Xi) Of the General Financial Rules (GFRS), 2017 (Annexure – 16 of Section - 5)	
24.	Duly Signed & stamped copy of Certificate Regarding Compliance as per Rule 144 (xi) of the General Financial Rules (GFRS), 2017- as per Annexure – 16A of Section - 5, in bidder's Letter Head.	
25.	Details of Company Profile as per Annexure – 17 of Section - 5	
26.	Document Checklist (as per Annexure - 18 of Section - 5)	

(END OF DOCUMENT)