

CENTRE FOR DEVELOPMENT OF ADVANCED COMPUTING (C-DAC)

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

C-DAC Knowledge Park, No.1, Old Madras Road, Byappanahalli, Bangalore-560038

Ph: 080-25093400 Fax: 080-25247724



Tender No.: CDACB/RD20/095

C-DAC invites ONLINE bids for AMC for Cadstar Licenses on Dongle-5DFC-A4E75A4 and Dongle 687B-FA64E91 for Three years at C-DAC, EC, Bangalore

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.

mmg-blrkp@cdac.in

TENDER SCHEDULE

Tender No. CDACB/RD20/095

The details of tender document are as follows:

1.	Issue of Tender Document	:	05.04.2021
2.	Last date and time of receiving pre-bid vendor clarifications in writing	:	12.04.2021
3.	Receipt of Bids	:	Latest by 2.00 pm on 26.04.2021
4.	Technical Bid Opening	:	at 2.30 pm on 27.04.2021

• **Instruction for Online Bid Submission:**

The bidders are required to submit softcopies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal. More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app>.

For any technical related queries, please call the Helpdesk. The 24x7 Help Desk Number 0120-4200462, 0120-4001002, 0120-4001005. Mobile: 918826246593.

Note – Bidders are requested to kindly mention the URL of the Portal and Tender Id in the subject while emailing any issue along with the Contact details. E-Mail: support-eproc@nic.in.

- In case of any doubts and/or queries pertaining to technical solution, specifications terms & conditions of the tender, prospective bidder may send their queries in writing, e- mail(nmg-blrqp@cdac.in). The queries, requests for clarifications, doubts etc. must be sent within 10 days from the date of publishing the Tender. The bidders are requested to go through the entire tender document thoroughly, before raising any query. C-DAC, Bangalore shall address the queries raised by the bidders. The replies to queries would be made available on C-DAC's website in due course of time. All the queries, doubts, clarifications etc. must be submitted in "xls" format only as below.*

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

SECTION I: INVITATION FOR BIDS (IFB)

C-DAC invites the bids from eligible bidders for AMC for Cadstar Licenses on Dongle-5DFC-A4E75A4 and Dongle 687B-FA64E91 for three years at C-DAC, EC, Bangalore as per terms and conditions specified in this document. The details technical specifications are given in “Section – IV: Schedule of Requirements” of this document.

1. Two e bids System:

Online submission through <https://www.eprocure.gov.in/eprocure/app>:

The two e bids system will be followed for this tender. In this system, bidder must submit their offer-online in separate packets as explained below:

- **Online-e Packet No.1:** "Technical e Bid" shall contain (PDF format only)
 - a. Covering letter, as per **Annexure–A**.
 - b. Authority letter, as per **Annexure–B**.
 - c. A copy of Certificate of Incorporation, Partnership Deed/Memorandum and Articles of Association / any other equivalent document showing date and place of incorporation, as applicable of the bidder.
 - d. Copies of PAN and GST registration certificates of the bidder.
 - e. Duly filled Technical Bid with proper seal and signature of the authorized person (**with name, designation, email id & contact no.**).
 - f. Copies of similar AMC orders and reports, as per eligibility requirements. Copies of min. two AMC orders/reports in the name of bidder indicating that the bidder has provided services of similar capacity/specifications.
 - g. The undertaking from the OEM as per **Annexure–C**
 - h. **Certificate/Undertaking as per Annexure D** as per Office Memorandum No. F.No.6/18/2019-PPD of Public Procurement Division, Department of Expenditure, Ministry of Finance dated 23rd July 2020 and Order (Public Procurement No. 1) No. F.No.6/18/2019-PPD of Public Procurement Division, Department of Expenditure, Ministry of Finance dated 23rd July 2020 and further Order/OMs regarding restrictions on procurement from a bidder of a country which shares a land border with India.
 - i. The detailed technical specification, make, part number & **compliance of item offered** against the requirement mentioned in the Scope of work and Deliverables supported by the printed catalogue/leaflet published by the Principal Manufacturer
 - j. A photo copy of the commercial bid without prices (**prices blocked**) and copy of commercial terms & conditions (in details) as included in the commercial bid. C-DAC reserves the right to reject the bid in case of discrepancy observed in the un-priced commercial bid and the actual commercial bid.
 - k. Other documents necessary in support of eligibility criteria, product catalogues, brochures etc.

Note: C-DAC reserves the right to reject the bid if any of the above listed document/s/are

not submitted.

- **Online-ePacket2: “Financial e Bid”: (BOQ.xls format only)**

The Financial e-Bid completed in all respects with Bidder name, email id, contact no. & Date in the BOQ.xls format attached. (In the space provided in the BOQ.xls as Bidder name/address etc.)

2. Last Date of uploading of e bids and opening of the Technical e bids–Online.

Last date (DUE DATE) for uploading of ebids through : www.eprocure.gov.in/eprocure/app against the tender id, as per the '**TENDER SCHEDULE**' above.

Technical e bids will be opened 'Online' through www.eprocure.gov.in/eprocure/app against the tender id, as per '**TENDER SCHEDULE**' at:

Manager (Admin.)

Material Management Group

Centre for Development of Advanced Computing

C-DAC Knowledge Park, No.1, Old Madras Road,

Byappanahalli, Bangalore-560038

Phone Nos.:080-25093400

E-mail: mmg-blrkp@cdac.in

The ebids must be submitted on-line. ~~The Tender Fees & EMD must be paid through epayment/NEFT/RTGS in favour of C-DAC and the receipt for the same should be submitted with e-tender documents.~~

In case bidder requires any clarifications/information, they may contact C-DAC address given in '**TENDER SCHEDULE**'.

Note: Please do not put "Commercial eBid" (prices quoted) in the technical ebid. If the price quoted is submitted / leaked with technical ebid the bid will be rejected at the sole discretion of C-DAC.

3. Opening of commercial ebids

- The bidders whose technical bid is found to meet both the requirements as specified above will qualify for opening of the commercial bid and will be informed about the date and time of the opening of the commercial bid.
- The commercial bids will be opened on-line. No bidder is required to be present in CDAC office for any E-tender opening process. Bidders can view the status & tender opening statement by logging on to e-procure site of NIC.

(END OF SECTION I)

SECTION II: INSTRUCTIONS TO BIDDERS (ITB)

1. Locations for Support to be provided at :

C-DAC,
68, Electronics City
Bangalore 560 100

2. Delivery Period/Commencement of Support

AMC for Cadstar Licenses on Dongle-5DFC-A4E75A4 and Dongle 687B-FA64E91 for three years at C-DAC, EC, Bangalore should commence within 2 (two) weeks from the date of placement of order.

3. Order Placement & Release of Payment:

Material Management Group
Centre for Development of Advanced Computing
C-DAC Knowledge Park, No.1, Old Madras Road,
Byappanahalli, Bangalore-560038
Phone Nos.: 080-25093400

4. Eligibility Criteria:

- Only the principal manufacturers **or** their **authorized** system integrators/resellers are allowed to bid for the items as mentioned in the tender document.
- The Indian agent and the Principal/OEM cannot bid simultaneously.
- The bidder should be in AMC business for min. last three years and provide the documentary evidences for the same.
- The bidder must submit the technical compliance sheet/report as per the technical requirements/features; stating deviations if any. **Details related to additional features available in the newer version of the hardware/software, if any.**
- The bidder must not be blacklisted by C-DAC or any other Educational/R&D/Govt. Organizations, as on the date of Opening of the bids. A certificate or undertaking to this effect must be submitted.
- Bidder should provide escalation matrix and should provide the details of 24 hrs call logging mechanism
- The bidder may quote and comply with the **items** given in Schedule of Requirements– Section IV of this document.

Note: If in the view of bidder, any exemption/relaxation are applicable to them from any of the eligibility requirements, under any Rules / process/ Guidelines/ Directives of Government of India, bidder may submit their claim for the applicable exemption/relaxation, quoting the valid Rule/process/Guidelines/Directives. In this case the bidder must submit necessary and sufficient documents alongwith the technical bid, in support of his claim. The relevant and valid certificates in support of claim of exemption must be submitted as applicable to the requirements of this Tender.

The bidders should provide sufficient documentary evidence to support the eligibility criteria. C-DAC reserves the right to reject any bid not fulfilling the eligibility criteria.

5. Amendment to Bidding Documents

- At any time prior to the deadline for submission of bids, C-DAC may, for any reason, whether on its own initiative or in response to the clarification request by a prospective bidder, modify the bid document.
- The amendments to the tender documents, if any, will be notified by release of Corrigendum Notice on www.eprocure.gov.in/eprocure/app / www.cdac.in/tender against the tender id. The amendments/modifications will be binding on the bidders.
- C-DAC at its discretion may extend the deadline/Due Date for the uploading of ebids if it thinks necessary to do so or if the bid document undergoes changes during the bidding period, in order to give prospective bidders time to take into consideration the amendments while preparing their bids.

6. Preparation of eBids

A neat and clean eBid is expected to be uploaded in the form of pdf. Bidder should avoid, as far as possible, corrections, overwriting, erasures or postscripts in the bid documents. In case however, any corrections, overwriting, erasures or postscripts have to be made in the bids, they should be supported by dated signatures of the same authorized person signing the bid documents. However, bidder shall not be entitled to amend/ add/ delete/ correct the clauses mentioned in the entire tender document.

7. Period of validity of bids

7.1 Bids shall be valid for minimum **90** days from the date of submission. A bid valid for a shorter period shall stand rejected.

7.2 C-DAC may ask for the bidder's consent to extend the period of validity. Such request and the response shall be made in writing only. A bidder agreeing to the request for extension will not be permitted to modify his bid.

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

8. Deadline for Submission of eBids – Online PDF/BOQ.xls formats only.

- Bids must be uploaded before the due date and time at the address specified in the tender document.
- C-DAC will not be responsible for any issues arising/pertaining with the eprocure.gov.in/eprocure/app portal for non-submission, failure in submission of e bids online.
- C-DAC may extend this deadline/Due Date for uploading of bids by amending the bid documents and the same shall be suitably notified.

9. Late Bids

C-DAC shall not be responsible and liable for the delay in receiving the ebid for whatsoever reason.

10. Bid Opening & Evaluation of e Bids

- The bids will be examined based on eligibility criteria stipulated at Para4 of Section-II to shortlist the eligible bidders.

- The technical bids of only the shortlisted eligible bidders shall be evaluated based on technical specifications stipulated at Section–IV.
- The bidders whose technical bid is found to meet both the requirements as specified above will qualify for opening of the commercial bid and will be informed about the date and time of the opening of the commercial bid.
- 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.
- The Support offered should be from the existing product range of the OEM

11. Comparison of Bids

- Only the short-listed bids from the technical evaluation shall be considered for commercial comparison

12. Award of Order

- C-DAC shall award the order to the eligible bidder whose technical bid has been accepted and determined as the lowest evaluated commercial bid based on the total price + taxes of the Commercial Bid. However, C-DAC reserves the right and has sole discretion to reject the lowest evaluated bid.
- If more than one bidder happens to quote the same lowest price, C-DAC reserves the right to decide the criteria and further process for awarding the contract, decision of C- DAC shall be final for awarding the contract.

13. Purchaser's Right to amend/cancel

- C-DAC reserves the right to amend the eligibility criteria, commercial terms & conditions, Scope of Provide, technical specifications etc.
- C-DAC reserves the right to cancel the entire tender at any stage without assigning any reasons thereof.

14. Corrupt or Fraudulent Practices

- It is expected that the bidders who wish to bid for this project have highest standards of ethics.
- C-DAC will reject bid if it determines that the bidder recommended for award has engaged incorrupt or fraudulent practices while competing for this contract;
- C-DAC may declare a vendor ineligible, either indefinitely or for a stated duration, to be awarded a contract if it at any time determines that the vendor has engaged in corrupt and fraudulent practices during the award/execution of contract.

15. Interpretation of the clauses in the Tender Document/Contract Document

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

(END OF SECTION II)

SECTION III: SPECIAL CONDITIONS OF CONTRACT (SCC)

1. PRICES:

- 1.1. The price quoted shall be considered firm and no price escalation will be permitted. (Except Govt. levies/Taxes).
- 1.2. The prices quoted must be “F.O.R.-CDAC, Bangalore” inclusive of allied charges till destination.
- 1.3. Bidder must indicate applicable GST separately for each item. The bidder should exercise utmost care to quote the correct percentage of applicable duty and GST on each item
- 1.4. In case due to any error/ oversight, the GST rate quoted by the bidder is different than the actual rate as per the tariff, the bidder will not be permitted to rectify the error/oversight. The orders/ contract will be placed with the rate quoted by the bidder or actual tariff rate (as on placement of order), whichever is LOWER. The difference amount payable, if any, between the quoted rate and actual tariff rate shall be borne by the bidder
- 1.5. Notwithstanding the para 1.2 and 1.3 mentioned above, if the GST is not quoted separately and the bid is silent whether GST is included or excluded in price, then for the purpose of evaluation of bids, the prices shall be taken as including GST. In this case, GST applicable, if any will be borne by the bidder/contractor.
- ~~1.6. If C DAC decides to issue GST concession certificate, the bidder should charge the concessional rate of Customs Duty and GST, as applicable.~~
- 1.7. The prices quoted must be including of packing, forwarding, insurance, loading/unloading charges, ~~customs clearing charges (if applicable)~~ and all incidental charges till destination.
- ~~1.8. The demurrage charges incurred, if any, for the reasons attributed to C DAC/ user institute shall be reimbursed by C DAC. In this case, the claim towards demurrage charges must be submitted along with the original documents towards payment of demurrage charges.~~
- 1.9. The exact rate of taxes, charges currently applicable (as per Tariffs) must be mentioned in the ‘commercial bid format’. The statutory taxes and duties applicable at the time of supply of material shall be applicable.

2. Software Licenses (if applicable):

The software licenses, if any, shall be required in the name of C-DAC. The licenses shall contain paper licenses and at least one set of media (CDs), wherever applicable.

3. Completeness Responsibility:

Notwithstanding the scope of work, support and services stated in bid document, any equipment or material, engineering or technical services which might not be even specifically mentioned under the scope of services of the bidder and which are not expressly excluded there from but which– in view of the bidder- are necessary for the performance of the equipment in accordance with the specifications are treated to be included in the bid and has to be performed by bidder. The items which are over & above the scope of services specified in the Schedule of Requirements may be marked as “Optional Items”.

4. Payments:

Quarterly Advance within 30 days after completion of the quarter and upon receipt of the Invoice

5. All bills to be raised in the name of:

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

- 6.** TDS@ 2% on the GST will be deducted at source on all supplies, services for value above Rs. 2.50 lacs. TDS Certificate to this effect will be issued by C-DAC in all such cases.

7. Penalty for Delayed Services:

Penalty will be charged @ 0.5% of the contract value per week subject to maximum of 10% of total order value, in case of delay in the commencement of support within the stipulated time period.

8. Jurisdiction:

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

9. Force Majeure:

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

10. 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."

11. Termination:

The successful bidder must acknowledge and agree that the activities pertaining to AMC Services is of paramount importance to C-DAC. Hence timely performance of all obligations is essence of the Order. Therefore, in case of delay in provide and/or providing the stipulated services and/or defect/under or non- performance pertaining to the services /support provided by the bidder, C-DAC will give written notice to the bidder to set the things right within 60 days of notice, whereas the Penalty for the same is applicable. If bidder fails to comply with the requirements, C-DAC shall have the right to terminate the order, provided the reasons for such delay/non-performance are solely attributable to the Bidder.

The successful bidder may suspend/ terminate the Order by giving atleast 30days' written notice, in the event of non-payment of payable and undisputed invoices for 90 days from the due date. C-DAC reserves the right to terminate/cancel the order with or without cause/ reason by giving 60 days' notice to the successful bidder. After termination, bidder shall be entitled to claim for the work done till the date of termination provided the service carried out is acceptable to C-DAC.

12. Limitation of Liability:

The liability of the Bidder/Contractor arising out of breach of any terms/conditions of the tender/ contract/ work order and addendums/ amendments thereto, misconduct, wilful default will be limited to the total contract value. However, liability of the bidder in case of death/injury/damage caused to the personnel/property due to/arising out of/ incidental to any act/omission/default/deficiency of bidder/contractor will be at actuals.

In no event shall either Party, its officers, directors, or employees be liable for any form of incidental, consequential, indirect, special or punitive damages of any kind-

13. Indemnity:

Selected bidder shall save, indemnify and hold harmless C-DAC from any third party Govt. Claims, losses penalties, if any, arising in connection with this Contract.

14. Assignment:

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

15. Severability:

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

16. Requirement of Registration:

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 specified in Annex E of OM F.No.6/18/2019-PPD dated 23-Jul-2020 issued by the Ministry of Finance, Government of India regarding restrictions under Rule144 (xi) of the General Financial Rules (GFRs), 2017. Any bidder intending to participate in this tender who comes under the purview of the aforementioned OM shall submit the requisite documents as per the aforementioned OM.

(END OF SECTION III)

SECTION IV – SCHEDULE OF REQUIREMENT

AMC for Cadstar Licenses on Dongle-5DFC-A4E75A4 and Dongle 687B-FA64E91 for Three years at C-DAC, EC, Bangalore

SI No	Requirement & conditions	Your Offer's Compliance (Yes/No)	Details
1.	AMC for Cadstar Licenses on Dongle-5DFC-A4E75A4 and Dongle 687B-FA64E91 for Three years		
2.	Details of support required AMC for Cadstar Licenses on Dongle-5DFC-A4E75A4 and Dongle 687B-FA64E91 for Three years		
3.	The bidders should have strong technical and maintenance support base in Bangalore with engineers who have capability in the maintenance of AMC for Cadstar Licenses on Dongle-5DFC-A4E75A4 and Dongle 687B-FA64E91 for Three years		Details to be provided
4.	The tenderer should have provision for 24 x 7 supports. The support offered by the vendor shall include half day on-site support Engineer at in Bangalore (Telephonic support, e-mail enquiries, Internet-based knowledge base and request in person assistance.)		Details to be provided
5.	Service Requirements		
a.	The selected bidder shall ensure that :- Certified Engineer should be available to attend to the problems reported. Even during night hours/off days, the engineer should be available on Mobile. He will attend to the complaint immediately and the problem should be resolved in 6 hours In case the problem requires onsite visit (sites) The engineer should visit and solve the issues		
b.	The selected bidder will have to provide unscheduled, on call corrective and remedial maintenance service to set right the malfunctions		
c.	Vendor shall be responsible for ensuring the migration of the data in the case of any hardware and software up gradation, free of charge.		
d.	Failure to adhere to the above Service requirements will call for penalty as per the discretion of CDAC, as per 25(b) clause of this tender.		

NOTES: Bidder to mention the 'other components' in details required (if any).

(END OF SECTION IV)

SECTION- V: TECHNICAL BID

Name of Bidder:

Address: (for release of INR order):

Contact Person:

Mobile

No: Email

ID:

Part I: Technical Details & Specifications

Sl No	Requirement & conditions	Your Offer's Compliance (Yes/No)	Details
1.	AMC for Cadstar Licenses on Dongle-5DFC-A4E75A4 and Dongle 687B-FA64E91 for Three years at C-DAC, EC, Bangalore Cadstar License Details 1. Cadstr license On dongle 5DFC-A4E75A4 and Dongle 687B-FA64E91 1a. PC-7001-NW-M Cdastar diamond HS (Network) 1b. PC-6009-NW-M Cadstar EMC Adiser(Network) 1c. PC-6091-NW-M Cadstar SI Verify (Network) 2. PC-6062-NW-M Cadstar Gold Plus (Network)		
2.	The bidders should have strong technical and maintenance support base in India with engineers who have the capability in the AMC for Cadstar Licenses on Dongle-5DFC-A4E75A4 and Dongle 687B-FA64E91 for Three years during the Support period In the event of the Vendor's Company or the concerned division of the company being taken over/bought over by another company, all the obligations under the agreement with C-DAC, should be passed on for compliance by the new		

	company/new Division in the negotiation for their transfer.		
3.	Delivery, Installation & Commissioning AMC for Cadstar Licenses on Dongle-5DFC-A4E75A4 and Dongle 687B-FA64E91 for Three years at C-DAC, EC, Bangalore . The Vendor shall be responsible for the commencement of support at the site and for making it fully operational at no additional charges within 2 weeks of receiving the purchase order.		

(END OF SECTION V)

SECTION VI – UNPRICED BID / PRICE BOQ.xls:

Tender Inviting Authority: Centre for Development of Advanced Computing

Name of Work: AMC for Cadstar license for Three years

Contract No: CDACB/RD20/095

Name of the Bidder/ Bidding Firm / Company :	
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PRICE SCHEDULE

(DOMESTIC TENDERS - RATES ARE TO GIVEN IN RUPEES (INR) ONLY)

(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders

NUMBER #	TEXT #	TEXT #	NUMBER #	TEXT #	NUMBER	NUMBER #	NUMBER	NUMBER	NUMBER	NUMBER	TEXT	NUMBER
Sl. No.	Item Description	Item Code / Make	Quantity	Units	Estimated Rate in Rs. P	BASIC RATE In Figures To be entered by the Bidder in Rs. P	Excise Duty Amount in INR Rs. P	GST Amount in INR Rs. P	Freight Charges (Unloading & Stacking) in Rs. P	Any Other Taxes in Rs. P	Any Other Duties/Levi es in Rs. P	TOTAL AMT Without T col (13) = (4 in Rs.
1	2	3	4	5	6	7	8	9	10	11	12	13
1	AMC FOR CADSTAR FOR THREE YEARS											
1.01	Cadstar License on Dongle 5DFC-A4E75A4 and Dongle 687B-EA64E01 for three years	item1	1.00	Nos	0.00							

On F.O.R. – CDAC, Bangalore basis.

Note:

- Commercial bids must be offered in the format above.

Authorized Signatory:

Name and Title of Signatory:

e-mail:

END OF SECTION VI

ANNEXURE – A: COVERING LETTER

Date:

To:

**The Executive Director,
Centre for Development of Advanced Computing
C-DAC Knowledge Park, No.1, Old Madras Road,
Byappanahalli, Bangalore-560038
Phone No.:080-25093400**

Subject: Submission of bid for AMC for Cadstar Licenses on Dongle-5DFC-A4E75A4 and Dongle 687B-FA64E91 for Three years at C-DAC, EC, Bangalore

Dear Sir,

We, the undersigned, offer to provide Oracle Premium Support for AMC for Cadstar Licenses on Dongle-5DFC-A4E75A4 and Dongle 687B-FA64E91 for Three years at C-DAC, EC, Bangalore , in response to your Tender No.: **CDACB/RD20/095**. We are hereby submitting our proposal for same, which includes Technical bid and the Financial Bid, through **www.eprocure.gov.in/eprocure/app**.

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

We undertake that the services offered are not nearing end-of-life/end-of-support 3 years down the line from the date of bidding, from OEM.

We confirm that the delivery, installation will be completed within 2 weeks at sites.

We undertake, ~~that a BG of 100% of the order value will be submitted in case C-DAC decides to place any Purchase Order and we opt for the Half Yearly Advance /Yearly Advance OR quarterly advance.~~

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

We agree to abide by all the terms and conditions of the tender document, including corrigenda. We would hold the terms of our bid valid for 90 days as stipulated in the tender document.

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

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

Yours sincerely,

Authorized Signatory:

Name and Title of Signatory:

e-mail:

Mobile No:

ANNEXURE-B: AUTHORITY LETTER

Date:

To:

**The Executive Director,
Centre for Development of Advanced Computing
C-DAC Knowledge Park, No.1, Old Madras Road,
Byappanahalli, Bangalore-560038
Phone Nos.080-25093400**

Subject: Authority Letter

Reference: Tender No. **CDACB/RD20/095**

Dear Sir,

We, M/s_____ (Name of the bidder) having registered office at_____ (address of the bidder) here with submit our bid against the said tender document.

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

Specimen Signature:

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

For M/s_ (Name of the bidder)

Signature and company seal

Name

Designation

Email

Mobile No.

ANNEXURE C-UNDERTAKING BY PRINCIPAL MANUFACTURER OR THEIR INDIAN COUNTERPART

(To be submitted in Original on Letterhead-For AMC for Cadstar Licenses on Dongle-5DFC-A4E75A4 and Dongle 687B-FA64E91 for Three years at C-DAC, EC, Bangalore)

Date:

**The Executive Director,
Centre for Development of Advanced Computing
C-DAC Knowledge Park, No.1, Old Madras Road,
Byappanahalli, Bangalore-560038
Phone Nos.080-25093400**

Subject: Undertaking by Principal Manufacturer or their Indian Counterparts against tender no. **CDACB/RD20/095** for AMC for Cadstar Licenses on Dongle-5DFC-A4E75A4 and Dongle 687B-FA64E91 for Three years at C-DAC, EC, Bangalore

Dear Sir,

We, M/s_____ (*Name of the manufacturer*) having registered office at _____ (*address of the manufacturer*) by virtue of being OEM for _____ (*Name of the service*), hereby certify that M/s _____ (*Name of the bidder*) having their office at _____ (*Address of bidder*) are our Authorized System Integrator and to submit offer, provide services and support for our range of products offered by them to meet the above mentioned tender requirements.

Within the scope of requirement as per the tender mentioned above, we undertake to provide technical & other support towards fulfilling the requirements of AMC for Cadstar Licenses on Dongle-5DFC-A4E75A4 and Dongle 687B-FA64E91 for Three years at C-DAC, EC, Bangalore by M/s. _____ (*Name of bidder*) against said tender.

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

The undersigned is authorized to issue this certificate on behalf of M/s _____ (*Name of the manufacturer*).

For M/s _____ (*Name of the manufacturer*)

Signature & company

seal Name

Designatio

n Email

Mobile

No.

Annexure D
CERTIFICATE/ UNDERTAKING FROM SUPPLIER

To:
Executive Director,
Centre for Development of Advanced Computing
C-DAC Knowledge Park, No.1, Old Madras Road,
Byappanahalli, Bangalore-560038
Phone Nos.080-25093400

Ref: Tender / Enquiry No **CDACB/RD20/095**

We have read the clause mentioned in Office Memorandum No. F.No.6/18/2019-PPD of Public Procurement Division, Department of Expenditure, Ministry of Finance dated 23rd July 2020 and Order (Public Procurement No. 1) No. F.No.6/18/2019-PPD of Public Procurement Division, Department of Expenditure, Ministry of Finance dated 23rd July 2020 and further Order/OMs regarding restrictions on procurement from a bidder of a country which shares a land border with India.

In view of this, We certify that,

a. We are not from a country sharing land border with India and any registration as mentioned in said OM is not applicable to us.

OR

b. We are registered with the competent authority as mentioned in said OM. The copy of registration No. _____ dt. _____ is enclosed.

For (Name of Bidder)

Authorised Signatory
(Name & Signature)
(Company's Seal)

ANNEXURE E– DOCUMENTS LIST / INDEX

❖ The Annexure D must be the first page of the Technical Bid to be submitted/uploaded.

Sl.No.	Description	Page No(s)
1	Covering letter, as per Annexure – A.	
2	Authority letter, as per Annexure – B.	
3	A copy of Certificate of Incorporation, Partnership Deed / Memorandum and Articles of Association/any other equivalent document showing date and place of incorporation, as applicable, in support of eligibility criteria.	
4	Copies of PAN and GST registration certificates, as applicable.	
5	The detailed technical solution offered as per format given in Section – V.	
6	Unpriced FINANCIAL BID as per Section VI (without rate/prices)	
7	Compliance statement indicating the compliance of the solution offered with the tender specifications.	
8	The undertaking from the Principal Manufacturers (OEM) offered as per Annexure – C.	
9	Other documents necessary in support of eligibility criteria, product catalogues, brochures etc.	
10	The bidder must have provided successfully in India, at least 2 similar AMC Services in last three years.	
12	The bidder must submit all the documents as per Document Checklist – Annexure E , with appropriate page nos. for the same. <u>The flow of the submitted documents must be in the same order.</u>	
13	The bidder must not be black listed by any Govt. Organizations as on date of Submission of the bids. A certificate or undertaking to this effect must be submitted (Annexure – A).	
14	The bidder should provide sufficient documentary evidence to support the eligibility criteria and exemptions mentioned.	
15	Certificate/Undertaking from Supplier must be submitted(Annexure-D)	
16	Bank details : Account no. Name of the bank IFSC Code	
e-Pkt-2	PRICE BID IN BOQ.xls FORMAT IN FINANCIAL BID (EPACKET-2)	

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

To,

Centre for Development of Advanced Computing
No.1, Old Madras Road, Byappanahalli,
Bangalore – 560 0038

BANKS GUARANTEE NO:

DATE:

Dear Sir(S)

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

The conditions of this order provide that the vendor shall,

1. Arrange to deliver the items listed in the said order to the consignee, as per details given in said order, and
2. Arrange for the comprehensive warranty service support towards the items supplied by vendor at sites anywhere in India, as per the warranty clause in said purchase order.

M/s (Name of Vendor) has accepted the said purchase order with the terms and conditions stipulated therein and have agreed to issue the performance bank guarantee on their part, towards promises and assurance of their contractual obligations vide the Supply Order No.

M/s. (name of vendor) holds an account with us and has approached us and at their request and in consideration of the promises, we hereby furnish such guarantees as mentioned hereinafter.

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

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

(date)

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

We (Name of Bank) hereby agree and irrevocably undertake and promise that if in your (C-DAC's) opinion any default is made by M/s _____ (Name of Vendor) in performing any of the terms and /or

conditions of the agreement or if in your opinion they commit any breach of the contract or there is any demand by you against M/s

(Name of Vendor), then on notice to us by you, we shall on demand and without demur and without reference to M/s (Name of Vendor), pay you, in any manner in which you may direct, the amount of Rs. /- (Rupees

Only) or such portion thereof as may be demanded by you not exceeding the said sum and as you may from time to time require. Our liability to pay is not dependent or conditional on your proceeding against M/s (Name of Vendor) and we shall be liable & obligated to pay the aforesaid amount as and when demanded by you merely on an intimation being given by you and even before any legal proceedings, if any, are taken against M/s (Name of Vendor)

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

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

You (C-DAC's) shall full liberty without reference to us and without affecting this guarantee, postpone for any time or from time to time the exercise of any of the powers and rights conferred on you under the contract with the said M/s

(Name of Vendor) and to enforce or to forbear from endorsing any power or rights or by reason of time being given to the said M/s (name of Vendor) which under law relating to the sureties would but for the provisions have the effect of releasing us.

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

Your right to recover the said sum of Rs. /- (Rupees only) from us in manner aforesaid will not be affected/ or suspended by reason of the fact that any dispute or disputes have been raised the said M/s

(Name of Vendor) and/ or that any dispute or disputes are pending before any officer, tribunal or court or Arbitrator.

The guarantee herein contained shall not be determined or affected by the liquidation or winding up, dissolution or change of constitution or insolvency of the said M/s (Name of Vendor) but shall in all respects and for all purposes be binding and operative until payment of all dues to C-DAC in respect of such liability or liabilities.

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

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

A. Our liability

under this guarantee shall not exceed Rs (in words)

B. This bank guarantee shall be valid up to & unless a suit for action to enforce a claim under guarantee is filed against us within six months 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 six months 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 15 months from the date of successful installations of the items in the order)

Granted by the Bank

(SEAL)

For (Name of Bank) Yours faithfully,

SEAL OF THE BANK

Authorised Signatory