



## 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](mailto:mmg-blrkp@cdac.in)

[www.cdac.in](http://www.cdac.in)

**Tender No: CDACB/RD25/009-3**

CDAC, Bangalore invites bids for Supply of Electronic Components

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

**Tender Schedule**

**Tender No: CDACB/RD25/009-3**

Name of the Institute	Centre for Development of Advanced Computing, Bengaluru 560038.
Place of Supply, Installation & Commissioning, Support etc.	C-DAC, No. 68, Electronic City Phase I, Bengaluru, Karnataka 560100
Date of Release of Tender	27.06.2025
Earnest Money Deposit	Rs. 10,40,000/- (Rupees Ten Lakhs Forty Thousand Only).
Name of the Bank Branch Account No IFSC Code No	State Bank of India Kasturi nagar Branch, Bangalore 54005316791 SBIN0010365
Last date of submission of bids	12.07.2025 @ 17:00 hrs.
Date of opening of Technical bids	14.07.2025 @ 10:00 hrs.
Place of opening of technical bids	CDAC Knowledge Park, No. 1, Old Madras Road, Byappanahalli, Bengaluru - 560038

**1. Instructions for On-line Bid Submission**

The bidders are required to submit soft copies of their bids electronically through the portal ([www.eprocure.gov.in](http://www.eprocure.gov.in)) using valid Digital Signature Certificates (DSC). 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>.

**2. Assistance to Bidders:**

Any query relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24\*7 CPP Portal Helpdesk on :- 0120-4200 462, 0120-4001 002, 0120-4001 005, 0120-6277 787,

· e-mail for Technical - support-eproc@nic.in.

## **Section I: INVITATION FOR BIDS (IFB)**

**Subject: Request for Proposal (RFP) for Supply of Electronic Components**

### **1. SCOPE OF WORK:**

**Supply of Electronic Components** as per technical specifications given in **Annexure I** of the tender document.

### **2. Eligibility Criteria:**

The Pre-qualification of the bidders are as under:

- (i) The bidders should upload copies of all necessary registrations like PAN, GST, etc. as supporting documents. In the absence of these documents, the bid will be rejected.
- (ii) The bidder should submit Certificate of Incorporation / Partnership Deed / Proprietorship Declaration / equivalent document.
- (iii) General Particulars of bidders as per enclosed format in **Annexure II**
- (iv) Details of remittance of EMD / exemption certificates.
- (v) The bidder should submit bid specific Bid specific OEM Authorization Certificates for all line items of the requirement, as per Annexure I. Authorization letter is mandatory from M/s. Advanced Micro Devices (AMD), M/s. Broadcom Inc., and M/s Micron Technology Inc.
- (vi) Experience Criteria: The Bidder should have regularly, manufactured / supplied same or similar product to any Central / State Govt Organization / PSU for One year before the bid opening date. Copies of relevant contracts to be submitted along with bid in support of having supplied the items during each of the year.
- (vii) The bidder should have a minimum annual sales turnover of Rs. 2.60 Crores for each of the last three financial years. Turnover Certificate/s from a Chartered Accountant for last three financial years to be submitted along with the bid.
- (viii) Escalation Matrix for Service Support: Bidder/OEM must provide Escalation Matrix of Telephone Numbers for Service Support.

Before submission of the bid, the bidders may please verify the eligibility criteria and ensure fulfillment of all the terms and conditions. In the absence of scanned copies of documents / certificates under eligibility criteria above, the bid is liable to be rejected.

### **3. Bid Submission:**

**Bids must be uploaded on e-tender NIC site <https://eprocure.gov.in/eprocure/app> along with the scanned copies of other related documents.**

Bidders are advised to go through the instructions provided at “**Instructions for online Bid Submission**” in the tender document and submit duly filled bids online on the website <https://eprocure.gov.in/eprocure/app> as per schedule given in the Tender document.

**Important Note:**

- (a) **If the bid is incomplete and / or non-responsive, it will be rejected. The bidder may not be approached for clarification during the evaluations of the bids. So bidders are requested to ensure that they provide all necessary details in the submitted bids.**

**4. Part - II (Price Bid)**

- (i) The price bids (BoQ's) in .xls format shall be uploaded online only. **PRICE BID SHOULD NOT BE SUBMITTED IN A SEALED ENVELOPE.**
- (ii) The PRICE PART shall contain only schedule of rates duly filled in. NO stipulation, deviation, terms & conditions, presumptions etc. is permissible in price part of the bid. CDAC shall not take any cognizance of any such conditions and may at its discretion reject such price bid.
- (iii) Prices should be given in INR in figures only.
- (iv) The bidder **should quote for all line items** specified in the Bill of Quantities. Partial bids will be treated as non-responsive, and such bids shall be summarily rejected.
- (v) Bidders are advised to fill the BOQ file as per following instructions:
- The bidder has to download the BOQ file along with the tender document and subsequent corrigendum, if any.
  - Bidder to note that there are GREY cells in the BOQ file, which should not be modified by the bidder.  
Bidders are advised to fill the WHITE cells meant for the rates which are to be entered by the bidders.
  - Bidders are advised strictly not to alter or change the BOQ format/contents. Bidders are also advised not to paste any image file with BOQ.
  - The Column "Total Amount with Taxes" should be inclusive of GST, freight charges etc.**
  - The bidder shall submit the tender online on e-tendering site [www.eprocure.gov.in](http://www.eprocure.gov.in) on or before the due date & time of bid submission. Tender submitted by any other form (fax/email/courier/post/hard copy) will not be accepted.
  - Price offered by the bidders shall not appear anywhere in any manner in the Technical bid. Please do not upload "Commercial 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.

**5. Opening of Price Bid:**

The financial bids of only technically qualified bidders would be opened. 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.

The determination of the lowest bidder (L1) shall be made on an item-wise basis. Evaluation shall be carried out individually for each line item and the L1 bidder shall be determined separately for each item based on the lowest quoted price inclusive of all applicable taxes and duties. Bidders may quote for one or more items and award of contract shall be made to the respective L1 bidders for each item.

6. The bids complete in all respects should be uploaded at the given site above by the due date and time.
7. **C-DAC's Right to amend / cancel**
  - C-DAC reserves the right to amend the eligibility criteria, commercial terms & conditions, Scope of the works Supply, technical specifications etc.
  - If the information provided by the bidder is found to be incorrect/misleading at any stage/time during the Tendering process, C-DAC reserves the right to reject all such incomplete bids.
  - C-DAC reserves the right to cancel the entire tender without assigning any reasons thereof.

**Checklist for Submission of Documents**

<b>Particulars</b>		<b>Page No.</b>	<b>Reference</b>
<b>A</b>	<b>Scanned copy of the Pre-qualification Documents (to be uploaded with e-tender)</b>		
I.	All documents sought under Eligibility Criteria		
II.	Copies of PAN, GST, Certificate of Incorporation / Partnership Deed / Proprietorship Declaration / equivalent document.		
III.	Proof of online payment of EMD or supporting documents (exempting the bidder from submitting the EMD)		
IV.	Duly filled in and signed and Tender Acceptance Letter ( <b>Annexure III</b> on bidder's letter head)		
V.	General Particulars of Bidders as per <b>Annexure II</b>		
VI.	The Compliance Statement by the bidder to the technical specification (As per <b>Annexure I</b> ) along with relevant product brochure, technical documents etc., Bids without proper Compliance Statement will be rejected.		
VII.	Technical Bid with full details including description; make and part no. of components for technical assessment of the proposal. The bidder must quote only for branded parts.		
VIII.	Bid specific OEM authorization letter from each manufacturer		
IX.	Escalation matrix for service support		
X.	Copy of the bid document duly signed in token of acceptance of the same is to be uploaded		
XI.	Turnover Certificate		
XII.	PO copies towards experience		
XIII.	Annexure IV - Certificate from Bidder		
XIV.	Annexure V - Self Certificate		
XV.	Annexure VI - EMD Declaration		
XVI.	Annexure VII – Integrity Pact		

**END OF SECTION I**

## SECTION II: INSTRUCTION TO BIDDERS (ITB)

- (A) **Offer Validity:** Offers should be valid for minimum Ninety (90) days from the date of opening of the Price/Financial Bid. A bid, valid for a shorter period, is liable to be rejected. C-DAC Bangalore may ask the bidders to extend the period of validity, if required.
- (B) **Delivery:** The delivery of all the items to be done at **CDAC, Bangalore** and should be completed within 4-6 weeks from the date of Purchase Order. Offers with delivery schedules beyond this will not be considered due to the criticality of the project.
- (C) **Earnest Money Deposit (EMD):** The bidder must submit the Earnest Money Deposit (EMD) of Rs. 10,40,000/- (Rupees Ten Lakhs Forty Thousand Only) through online / RTGS / NEFT as per below.

<b>Name of the Bank</b>	<b>State Bank of India</b>
<b>Branch</b>	<b>Kasturi nagar Branch, Bangalore</b>
<b>Account No</b>	<b>54005316791</b>
<b>IFSC Code No</b>	<b>SBIN0010365</b>

EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy

Earnest Money is liable to be forfeited and bid is liable to be rejected, if the bidder withdraw or amends, impairs or derogates from the tender in any respect within the validity period of the tender or fails to complete the supply and installations at the site/s.

The Earnest Money of all unsuccessful bidders shall be returned as early as possible within the Bid Validity period but not before 30 days from the date of Purchase Order. No interest will be payable by C-DAC on the Earnest Money Deposit. The Earnest Money of successful bidder shall be returned after successful completion of entire work and submission of installation report, duly signed by the engineer-at-site.

- (D) **Product Specifications & Compliance Statement:** The bidder should quote the products strictly as per the tender specifications. Complete technical details along with brand, specification, technical literature etc. highlighting the specifications must be supplied along with the technical bid. A Statement of Compliance shall be given against each item in the prescribed format given in **Annexure I**. The compliance statements should be supported by authentic documents. Each page of the bid and cuttings / corrections shall be duly signed and stamped by the authorized signatory and is to be uploaded with the bid. Failure to comply with this requirement may result in the bid being rejected.
- (E) The prices should be quoted in figures only. If there is a discrepancy between the unit price and the total price that is **obtained** by multiplying the unit price and quantity, the unit price shall prevail and the total Price shall be corrected.

- (F) Materials must be properly packed against any damage and insured up to the destination. C-DAC will have the right to reject the component / equipment's supplied, if it does not comply with the specifications at any point of installation / inspection.
- (G) If any component or part thereof is lost or rendered defective during transit, the supplier shall immediately arrange for the supply of the equipment/components or part thereof, as the case may be, at no extra cost.
- (H) The rates should be quoted in F.O.R Indian Rupees, at site, IN FIGURES AND WORDS only. All the quoted prices shall be fixed and shall not be subject to escalation of any description during the bid validity period.
- (I) Govt. Levies like GST, etc. shall be paid at actual rates applicable on the date of submission of Bid. Rates should be quoted accordingly giving the basic price, GST, etc.
- (J) C-DAC, Bangalore reserves the right to accept / reject / split the offers or cancel the whole tender proceedings without assigning any reason whatsoever. Offers through Email / Fax, etc and open offers shall not be accepted. Late / Delayed offers shall not be accepted under any circumstances. Incomplete offers will be rejected. In case the specified date for the submission of offers being a holiday or declared holiday for CDAC, the bid-closing deadline shall stand extended to the next working day up to the same time.
- (K) CDAC shall not be responsible for delayed submission or non- submission of bid due to any reasons whatsoever. The bidders are requested to submit the bid online much before date & time of submission failing which CDAC shall not be responsible for any such technical problem.
- (L) The Bid documents shall be neatly arranged and all pages should be numbered. There 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.
- (M) E-tender bidders are requested to note that all communication will be made through procurement portal only. CDAC reserve the right not to take cognizance of the communication made outside procurement portal.
- (N) Any attempt of direct or indirect negotiations on the part of the bidder with the authority to whom he has submitted the tender or authority who is competent to finally accept / reject the same after he has submitted his tender or any endeavor to secure any interest for an actual or prospective bidder or to influence by any means the acceptance of a particular tender will render the tender liable to be rejected.
- (O) **Purchase preference to Micro and Small Enterprises (MSEs):** Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference for services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered service. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within L-1+ 15% of margin of purchase preference

/price band as defined in the relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price. The buyers are advised to refer to the OM\_No.1\_4\_2021\_PPD\_dated\_18.05.2023 for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017.

- (P) Unsatisfactory Performance:** The Parties herein agree that C-DAC, Bangalore shall have the sole and discretionary right to assess the performance(s) of the Bidder component(s), either primary and or final, and C-DAC, Bangalore without any liability whatsoever, either direct or indirect, may reject the component(s) provided by the Bidder, in part or in its entirety, without any explanation to the Bidder, either during the pre and or post test period should the same be unsatisfactory and not to the acceptance of C-DAC, Bangalore. The Bidder covenants to be bound by the decision of C-DAC, Bangalore without any demur in such an eventuality.
- (Q) Disclaimer:** This Tender / Request for Proposal (RFP) is not an offer by C-DAC, Bangalore, but an invitation for bidder's response. No contractual obligation whatsoever shall arise from the RFP process.
- (R) Declaration:**  
The bidder would be required to give a certificate as below in his commercial bid.

**“I/WE UNDERSTAND THAT THE QUANTITY PROVIDED ABOVE IS SUBJECT TO CHANGE.I/WE AGREE THAT IN CASE OF ANY CHANGE IN THE QUANTITIES REQUIRED, I/ WEWOULD BE SUPPLYING THE SAME AT THE RATES AS SPECIFIED IN THIS PRICE BID. I/WE AGREE TO ADHERE TO THE PRICES GIVEN ABOVE EVEN IF THE QUANTITIESUNDERGO A CHANGE”.**

**END OF SECTION II**

**SECTION III: SPECIAL CONDITIONS OF CONTRACT (SCC)**

**(A) Price Basis:** Price quoted should be F.O.R Bangalore in INR only. Price quoted should be in the prescribed format as per BOQ. The price at the column “**Total amount with taxes**” should be all inclusive which would be considered for computing the lowest bids. Price will be considered firm and no price escalation will be permitted during the bid validity period. Customs duty exemption certificate or Excise duty exemption certificate shall not be provided.

**(B) Billing** is to be done in the name of Centre for Development of Advanced Computing No.1, Old Madras Road, Byappanahalli, Bangalore 560 038.. The payment would be on the basis of the actual bill of material supplied, duly certified by the user department. Bills should clearly indicate the HSN Code and the rate of GST.

**(C) Payment Terms:**

(a) 95% of the invoice value shall be made within 30 days of delivery and acceptance at site and balance 5% against submission of Bank Guarantee valid for period of 14 Months.

(b) **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 / non-completion of work/s within the stipulated time period.

**(D) Warranty:** Warranty period of the supplied products shall be One year from the date of final acceptance of goods at consignee location. OEM Warranty certificates must be submitted by Successful Bidder at the time of delivery of Goods. The seller should guarantee the rectification of goods in case of any break down during the guarantee period.

**(E) 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, as per Annexure VII

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

<p>1) Shri Vijay Kumar Singh House No. 25, Police Housing Cooperative Society, Kerwa Dam Road, Bhopal – 4620044 Mob: 8989161940 Email :- <a href="mailto:vijaysinghsls10@gmail.com">vijaysinghsls10@gmail.com</a></p>	<p>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 :- <a href="mailto:johnson.mp@nic.in">johnson.mp@nic.in</a></p>
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**Annexure I**

**Technical Specification / Compliance statement for Supply of Electronic Components / Parts**

Sl. No.	MFR Part No	MFR Name	Description	Qty	Compliance Yes / No	Remarks
1	100-000000789	AMD	IC, uP, AMD EPYC 9654, 96 Core, 2.4-3.7GHz, 12-Ch DDR5, PCIe 5.0 x128, LGA-6096	30		
2	G886H0311TEU	Amphenol	Conn, Crimp Housing, Female, 3pin, Vertical	90000		
3	G886C013BTEU	Amphenol	Crimp Terminal, Female, 24-30AWG, 1A, Tin Plated	80000		
4	SS24-0B00-02	Broadcom	PEX89104B0-2-DB PCIe Switch Interface	133		
5	MTC40F2046S1RC48BA1	Micron Technology Inc.	Module, RDIMM, DDR5, 64GB, 4800MT/s, ECC, Dual Rank	200		
6	MTFDKBG3T8TFR-1BC1ZABYY	Micron Technology Inc.	Module, SSD, PCIe Gen4 x4, M.2 NVMe, Non-SED, 3840GB	5		
7	MTFDDAK7T6TGA-1BC16TAYY	Micron Technology Inc.	Module, SSD, SATA, 2.5 inch/7mm, 7680GB	8		
8	MTFDKCE7T6TFR-1BC15ABYY	Micron Technology Inc.	Module, SSD, PCIe Gen4.0 x4 NVMe 1.4, E1.S(15mm Including Enclosure), 7680GB	8		

**ANNEXURE II**

**General Particulars of Bidders**

<b>S.No.</b>	<b>List of documents (to be uploaded as scanned copies)</b>	<b>Please Tick mark)</b>	<b>Proof of document vide page No.</b>
1.	Name of the Bidding Agency		
2.	Date of establishment of the Agency (Attach a copy of the Registration Certificate)		
3.	Detailed Office address of the Agency with Office telephone number, email ID, Mobile Number and the name of the contact person		
4.	PAN/TAN Number (Copy to be enclosed)		
5.	Details of GST (Copy to be enclosed)		
6.	Copy of the audited Annual Turnover Certificate for the past three years		
7.	Copy of the bid document duly signed in token of acceptance of the same is uploaded		

**ANNEXURE III**

**TENDER ACCEPTANCE LETTER**  
**(To be given in Company Letter Head)**

**Centre for Development of Advanced Computing**  
**No.1, Old Madras Road,**  
**Byyapanahalli,**  
**Bangalore – 560 038.**

**Subject: Acceptance of Terms & Conditions**

**Tender ref No: .....**  
**Name of the Tender - Supply of Electronic Components**

Dear Sir,

1. We, the undersigned, offer to Supply of Electronic Components to C-DAC in response to your RFP No. .... . We are hereby submitting our proposal for same, which includes this Technical bid and the Financial Bid on [www.eprocure.gov.in/eprocure/app](http://www.eprocure.gov.in/eprocure/app).
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), schedules (s), etc.), which form part of the contract agreement and I / We shall abide hereby by the terms / conditions/ clauses contained therein.p
3. I / We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site namely [www.eprocure.gov.in](http://www.eprocure.gov.in)etc; as per your NIT / advertisement, given in the above-mentioned website(s).
4. The corrigendum(s) issued from time to time by your department / organization too has also been taken into consideration, while submitting this acceptance letter.
5. We hereby declare that all the information and statements made in this Technical bid are true and we accept that any misinterpretation contained in it, may lead to our disqualification.
6. We undertake, if our proposal is accepted, to initiate the Implementation activities towards supply of material and services, as stipulated in the referred RFP.
7. We would hold the terms of our bid valid for **90 days** as stipulated in the RFP document.
8. I /We do hereby declare that our firm has not been blacklisted / debarred by any Govt. Department / Public sector undertaking.
9. I /We certify that all information furnished by the 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 thereof or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy.
10. We understand you are not bound to accept any Proposal you receive.
11. The undersigned is authorised to sign this bid document. The authority letter to this effect is enclosed.

**Yours faithfully,**

**Authorized Signatory.**  
**(Signature of the Bidder, with official Seal)Email Id for correspondence**

**Annexure IV**  
**CERTIFICATE FROM BIDDER**

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

**Ref: Tender No:** .....

We hereby certify that the goods being offered by us vide our proposal, comply with the provisions of order No. Order No P-45021/2/2017-PP (BE-II), dated 4th June, 2020(as amended), issued by Public Procurement Division, Department for Industry and Internal Trade, Ministry of Commerce & Industry, GoI, read with order number W-43/4/2019-IPHW- MeitY, dated 7th September, 2020 issued by IPWH division of MeitY, GoI.

We hereby certify the details pertaining to goods offered by us, as given below:

Sr. No	Item Description	Make & Model No.	Country of origin of OEM	Country of Manufacture of item	Country of Shipment	Percentage of local contents as defined by order number W-43/4/2019-IPHW-MeitY, dated 7th Sept, 2020 issued by IPWH division of MeitY, GoI
1	Electronic Components / Parts as per Annexure I					

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

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

**Annexure V**

**On your letterhead  
Self-Certification under preference to Make in India order**

**CERTIFICATE**

In line with Government Public Procurement Order No. P-45021/2/2017-BE-II dt. 15.06.2017 & P45021/2/2017-PP (BE-II) dated 28.05.2018, we hereby certify that we M/s ..... are local supplier meeting the requirement of minimum local content ( ...%) as defined in above orders for the material against GeM Bid No. .... dated ..... Details of location at which local value addition will be made is as follows:  
Address.....

We also understand, false declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for upto two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as maybe permissible under law. Seal and Signature of Supplier

Thanking You

for M/s .....

(Authorized Signatory)

**ANNEXURE-VI**  
**EMD DECLARATION CERTIFICATE**  
**(in case of bidders claiming Exemption)**

Date:

To:

The Executive Director  
Centre for Development of Advanced Computing (C-DAC)  
C-DAC Knowledge Park  
#1, Old Madras Road  
Byappanahalli  
Bangalore 560 038.

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

Dear Sir,

We, the undersigned, offer to Supply the -----  
-----as per tender at C-DAC Bangalore, in response to your GeM Bid No-----  
------. We are hereby submitting our proposal for same, which includes  
Technical bid and the Financial Bid. As a part of eligibility requirement stipulated in  
said tender document, we hereby submit a declaration in lieu of Earnest Money  
Deposit (EMD), as given below:

1. Our bid shall remain valid for 90-days from the date of submission and that we will not withdraw or modify our bid during the validity period,
2. In case, we are declared as successful bidder and an order is placed on us, we will submit the acceptance within 5 days of placement of order on us.
3. In case of failure on our part to comply with any of the above said requirements, we are aware that we shall be declared as un-eligible for said tender and /or debarred from any future bidding process of C-DAC for a period of minimum one year.
4. The undersigned is authorized to sign this undertaking.

Yours sincerely,

Authorized Signatory:

Name and Title of Signatory:

e-mail:

Mobile No:

**ANNEXURE-VII**  
**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 cartelization 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.

- 1) 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' alongwith 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 or a consortium, this Pact must be signed by all partners or consortium members.
- 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.

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For the Principal

Place -----

Date -----

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For the Bidder / Contractor

Witness 1 : -----

Witness 2 : -----

## INSTRUCTIONS FOR ONLINE BID SUBMISSION

### **Instruction for Online Bid Submission:**

The bidders are required to submit soft copies of their bids electronically on the CPPPortal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPPPortal, prepare their bids in accordance with the requirements and submitting their bids online on the CPPPortal.

More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app>.

### **REGISTRATION:**

- Bidders are required to enrol on the e-Procurement module of the Central Public Procurement Portal (url: <https://eprocure.gov.in/eprocure/app>) by clicking on the link 'Click here to Enrol'. Enrolment on the CPPPortal is free of charge.
- As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPPPortal.
- Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India with their profile.
- Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSCs to others, which may lead to misuse.
- Bidder then logs into the site through the secured login by entering their userID / password and the password of the DSC / eToken.

### **SEARCHING FOR TENDER DOCUMENTS:**

- There are various search options built in the CPPPortal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, organization name, location, date, value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as organization name, form of contract, location, date, other keywords etc. to search for a tender published on the CPPPortal.
- Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPPPortal to intimate the bidders through SMS / E-mail in case there is any corrigendum issued to the tender document.
- The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

### **PREPARATION OF BIDS:**

- Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents – including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF formats. Bid documents may be scanned with 100dpi with black and white option.
- To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use 'My Space' area available to them to upload such documents. These documents may be directly submitted from the 'My Space' area while submitting a bid, and need not be uploaded repeatedly. This will lead to a reduction in the time required for bid submission process.

#### **SUBMISSION OF BIDS:**

- Bidder should log into the site well in advance for bid submission so that he/she upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- Bidder has to select the payment option as 'offline' to pay the EMD as applicable and enter details of the instrument(s).
- Financial bids to be submitted in PDF format.
- The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission,
- All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bid encryption technology. Data storage encryption of sensitive fields is done.
- The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- Upon the successful and timely submission of bids, the portal will give a successful bid submission message and a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.

#### **ASSISTANCE TO BIDDERS:**

- Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the Tender.
- Any queries relating to the process of online bid submission or queries relating to CPPPortal in general may be directed to the 24\*7 CPPPortal Helpdesk. The contact number for the helpdesk is 1800 233 7315.

#### **GENERAL INSTRUCTIONS TO THE BIDDERS:**

- The tenders will be received online through portal <https://eprocure.gov.in/eprocure/app>. In the Technical Bids, the bidders are required to upload all the documents in .pdf format.
- Possession of Valid Class II/III Digital Signature Certificate (DSC) in the form of smart card/ e-Token in the company's name is a prerequisite for registration and participating in the bid submission activities through <https://eprocure.gov.in/eprocure/app>. Digital Signature Certificates can be obtained from the authorized certifying agencies, details of which are available in the web site <https://eprocure.gov.in/eprocure/app> under the link 'Information about DSC'. Tenderers are advised to follow the instructions provided in the 'Instructions to the Tenderers for the e-Submission of the bids online through the Central Public Procurement Portal for e-Procurement at <https://eprocure.gov.in/eprocure/app>.