



**Centre for Development of Advanced Computing (CDAC)
R&D Organization of Ministry of Electronics & IT, Government of India
CDAC Building , Technopark Campus, Thiruvananthapuram
Kerala - 695581
Tel: 0471 2781500
www.cdac.in**

Tender Document for

**SUPPLY, ONSITE INSTALLATION&TRAINING OF EDAS FOX WORKSTATION WITH 3 YEAR
WARRANTY
(Qty : 02 Nos)**

Tender No: CDAC.TP.TPC.CSG022B.64.19-20

Date of release of tender: 08.01.2020

Last date for submission of bids: 29.01.2020 up to 15.00 Hrs

Opening of technical bids: 30.01.2020 at 15.30 Hrs.

**The Tender Document can be downloaded from: www.cdac.in
or**

<https://eprocure.gov.in/eprocure/app>

Prospective Bidders may download the Tender Document from C-DAC's website (www.cdac.in)/
<https://eprocure.gov.in/eprocure/app>. Aspiring Bidders who have not enrolled/registered in e-
procurement should enroll /register before participating through the website
<https://eprocure.gov.in/eprocure/app>. The portal enrolment is free of cost. 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: CDAC.TP.TPC.CSG022B.64.19-20

Name Of the Organization	Centre for Development of Advanced Computing, CDAC Building, Technopark Campus, Kariavattom P.O Thiruvananthapuram - 695581, Kerala
Date of Release of Tender	January 08,2020
Start date and time of submission of bids	January 08,2020, 15.00 Hrs
Last date of Uploading / Submission of bids	January 29, 2020 up to 15.00 Hrs
Date of Opening of Technical bids	January 30, 2020 at 15.30 Hrs
Date of opening of financial bids	Will be informed later

Instruction for Online Bid Submission:

The bidders are required to submit soft copies 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>.

REGISTRATION:

- Bidders are required to enroll 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 CPP Portal 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 CPP Portal.
- 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 user ID / password and the password of the DSC / eToken.

SEARCHING FOR TENDER DOCUMENTS:

- There are various search options built in the CPP Portal, 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 CPP Portal.
- 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 CPP Portal to intimate the bidders through SMS / E-mail in case there is any corrigendum issued to the tenderdocument.
- 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 theHelpdesk.

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 carefully, 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 / 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 again and again. This will lead to a reduction in the time required for bid submission process.

SUBMISSION OF BIDS:

- a. Bidder should log into the site well in advance for bid submission so that he/she is able to upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay.
- b. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- c. Bidder has to select the payment option as 'offline' to pay the tender fee / EMD as applicable and enter details of the instrument(s). Bidder can pay Tender Fee /EMD through NEFT and submit the Unique Transaction Reference Number instead.
- d. The system 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,
- e. 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 bit encryption technology. Data storage encryption of sensitive fields is done.
- f. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- g. 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 CPP Portal in general may be directed to the 24*7 CPP Portal Helpdesk. The contact number for the helpdesk is 1800 2337315.

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>.

TERMS AND CONDITIONS

- The offer should be valid for a minimum period of 120 days from the date of opening of the Technical Bid.
- The bids can be submitted only as a single party and consortium of bidders shall not be entertained.
- Bids will not be entertained after the due date and time.
- Any taxes or statutory levies payable should be shown separately; otherwise quoted price will be treated as all inclusive.
- Any deviation from C-DAC's specification of items shall be clearly indicated in technical bid itself. However, C-DAC reserves all the rights to accept or reject the proposed solution without assigning any reason whatsoever thereof.
- Offers made by Indian Agents on behalf of their Principals, should be supported by the necessary authorization letter from their Principals.
- The Authorization of person submitting the tender, if called for, shall be produced.
- All documents/correspondence should be in English Language only.
- Bidder should submit **Manufacturer's Authorization Form (MAF)** from OEM along with the bid as per (Annexure-B). Bids without MAF shall be summarily rejected.
- The Purchaser reserves the right to accept or reject the lowest or any other offer in whole or in part without assigning any reason.
- It is expressly agreed that the acceptance of the stores contracted for, is subject to final approval in writing by the Purchaser.
- C-DAC reserves the right to change the quantity of items to be procured or place Purchase Order for selected items only.
- The financial bid should be strictly as per format given in BoQ.xls
- Part shipment of items is not allowed unless specifically agreed to, by C-DAC.
- Where Installation or assembly or commissioning is a part of the contract, it should be done immediately on notification. The Contractor shall be responsible for any loss / damages sustained due to delay in fulfilling this responsibility.
- Bidder shall quote in INR.
- LD Clause:
 - The items must be delivered by the contractor according to the Purchase Order. In case of any change, the contractor should inform C-DAC in advance and obtain C-DAC's approval for the revised delivery schedule. If the contractor fails to deliver the entire item or part thereof as per the agreed delivery schedule, C-DAC shall be entitled at its option to recover from the contractor as agreed, Liquidated damages at a sum equivalent to 0.5% of the value of the Items not supplied in time for every week of delay or part of a week thereof subject to a maximum of 10% of order value or to terminate the order.
- Amendment to the Bid Document:
 - At any time prior to the last time and date for opening of bids, C-DAC, may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bid Document by an amendment. The amendment will be notified in the e-Procurement website, which will be binding on all bidders. In order to provide prospective Bidders reasonable time in which to take the amendment into account in preparing their bids, C-DAC may, at its discretion, extend the last date for the receipt of Bids.

- The bidder should comply with all Government (State & Central) statutory requirements as per law.
- Jurisdiction:
The disputes, legal matters, court matters, if any shall be subject to Thiruvananthapuram, Kerala jurisdiction only.
- If any of the above terms is not agreeable to the bidder, it should be specifically mentioned in the bid along with the alternative suggested. C-DAC reserves all the rights to accept or reject the suggestion without assigning any reason whatsoever thereof.
- Bids should clearly specify item/equipment delivery and implementation schedule.
- Bidder should ensure that the quoted items are not declared "End of support/maintenance" for the next five years from the date of submission of the bid.

- **The Tender Fee and EMD have to be submitted as mentioned below.**
 - a. Tender Fee of INR 2,240/- should be submitted as DD. No cost of Tender for documents downloaded by the bidders.
 - b. Earnest Money Deposit (EMD) for an amount of INR 1.0 lakhs through NEFT /Demand Draft (DD)/Bank Guarantee (BG). or the Bidder can submit Bid Security Declaration as per the format given in Annexure – E of this document.
 - c. Tender fee and EMD can be waived off for Vendors, registered with MSME / NSIC with valid certificate duly issued by Government of India.
 - d. The pro forma for Bank Guarantee for EMD is as given in section (Annexure-D)& Bid Security Declaration is as given in section (Annexure-E).

GENERAL CLAUSES

Definitions:

- a. The term Purchaser shall mean Head Purchase, C-DAC, Thiruvananthapuram or his successors or assignees.
- b. The term Contractor shall mean, the person, firm or company with whom or with which the order for the supply of stores is placed and shall be deemed to include the Contractor's Successors, representatives, heirs, executors and administrators unless excluded by the Contract.
- c. The term Purchase Order shall mean the communication signed on behalf of the Purchaser by an officer duly authorized intimating the acceptance on behalf of the Purchaser of the terms and conditions mentioned or referred to in the said communication accepting the Tender or offer of the Contractor for supply of stores of plant, machinery, Software or equipment or part thereof.
- d. The term Stores shall mean all that the Contractor agrees to supply under the Contract as specified in the Purchase Order including its installation, testing and commissioning as per the specifications.
- e. The term Technical Evaluation Committee (TEC) shall mean the expert team who will explicitly scrutinize the technical compliance of the prospective bidders against the respective specification compliance requirements, technically evaluating the offered solution against the requirements in technical evaluation compliance form and finalize the technically qualified bidders.
- f. The term Commercial Evaluation Committee (CEC) shall mean the expert team who will explicitly scrutinize and evaluate the price bids of the technically qualified bidders and finalize the Contractor for the tender.

Prices: Bidders offering firm prices will be preferred.

Security deposit:

- a. Within 15 working days of the receipt of notification of award of contract from C-DAC(T), the successful Bidder shall furnish interest free Security Deposit in the form of Bank Guarantee, for satisfactory execution of the Contract.
- b. Security Deposit shall be equal to 10 percent (Ten Percent) of the value of the contract in the form of bank guarantee from a scheduled/nationalized bank valid for 60 days from the date of award of contract.
- c. Failure of the successful Bidder to submit the Security Deposit within 15 working days shall constitute sufficient grounds for the annulment of the award and execution of the Bid Security Declaration /forfeiture of the bid security (EMD).
- d. In the event of non-execution of the Purchase order/Contract or breach of any terms and conditions of the Purchase Order, the Security Deposit shall be forfeited.

Delivery period:

The bidder shall deliver all items in BoQ (Annexure-F) within 15 days from the date of award of contract. The bidder needs to take care of the documentary formalities and permissions required, if any, from any of the Government agencies/ departments. The items are to be delivered at NCRB, New Delhi.

Location for Supply - The items covered by this document are required to be supplied at National Crime Records Bureau(NCRB),National High way-8, Mahipalpur, New Delhi-110037, Tele phone-011-26735450

Installation and training:

The bidder/OEM should provide onsite installation& training at NCRB, New Delhi

Warranty and Maintenance support:

- a) The warranty of all quoted items shall start from the date of delivery, installation and acceptance.
- b) Bidder shall provide comprehensive on-site warranty for all software and hardware components for a period of 3 years from the date of installation and acceptance at the site at NCRB, New Delhi.
- c) All ongoing software upgrades for all major and minor releases should be provided during the warranty period.
- d) Bidder should ensure that there is a back-to-back agreement with OEM to meet hardware and software warranty terms.

Terms of payment

- a. 30% payment of product cost shall be made within 30 days after receipt and acceptance of the ordered materials in good condition.
- b. 60% payment of product cost shall be made after successful completion of installation and training.
- c. Balance 10% payment against Performance Bank Guarantee from Nationalised /Scheduled bank valid for 30 days beyond the validity period of warranty/ after 30 days beyond the validity period of warranty.

Taxes, Duties, Levies and other charges :

- a) TIN/GST/PAN No. of the supplier should be mentioned
- b) All applicable taxes, duties and levies shall be shown separately. Otherwise quoted price will be treated as all inclusive.
- c) Charges towards freight, forwarding, transit insurance, training, warranty & support shall be included in the quoted price
- d) TDS and other applicable taxes will be levied as per rule.
- e) Full GST extra as applicable
- f) Installation charges, wherever applicable, shall be included in the quotation.
- g) The base rates quoted by the bidder shall be firm throughout the project execution period. Any revision in the rate of Taxes, Duties, levies etc or introduction of new taxes/duties/levies by government shall be honored, provided bidder has clearly shown the taxes, duties, levies etc in the commercial bid.

All payments are subject to statutory deductions, wherever applicable.

Validity:

The Bid must be valid for a minimum period of 120 days from the date of opening of Technical Bid. The Bid with validity period shorter than the period specified in the tender document shall be excluded from the procurement process.

Guaranteed time delivery:

The time for and the date of completion of the entire supply/work stipulated in the Purchase Order shall be deemed to be the essence of the Contract. The purchase order must be executed within the date specified therein.

Contractors default liability:

The purchaser may upon written notice of default to the Contractor terminate the Contract in whole or in part in circumstances detailed hereunder:

- a. If in the judgment of the Purchaser, the Contractor fails to make delivery of Stores within the time specified in the Contract/ agreement or within the period for which extension has been granted by the Purchaser to the Contractor.
- b. If in the judgment of the Purchaser, the Contractor fails to comply with any of the other provisions of this Contract.

Replacement:

If the stores or any portion thereof is damaged or lost during transit, the Purchaser shall give notice to the Contractor setting forth particulars of such stores damaged or lost during transit. The replacement of such stores shall be effected by the Contractor within a reasonable time to avoid unnecessary delay in the intended usage of the Stores.

Rejection:

In the event that any of the stores supplied by the Contractor is found defective in material or workmanship or otherwise not in conformity with the requirements of the Contract specifications, the purchaser shall either reject the stores or request the Contractor, in writing, to rectify the same. The Contractor, on receipt of such notification, shall either rectify or replace the defective stores free of cost to the purchaser. If the Contractor fails to do so, the purchaser may at his option either:

- a. replace or rectify such defective stores and recover the extra cost so involved from the Contractor, or
- b. terminate the Contract for default as provided under clause (General Clauses)

Extension of time:

If the completion of supply of stores is delayed due to reason of force majeure such as acts of God, acts of public enemy, acts of Government, fires, floods, epidemics, quarantine restriction, strikes, freight embargoes, etc., the Contractor shall give notice within 15 days to the purchaser in writing of his claim for an extension of time. The purchaser on receipt of such notice after verification, if necessary, may agree to extend the Contract delivery date as may be reasonable but without prejudice to other terms and conditions of the Contract.

Arbitration:

If at any time any question, dispute or difference whatsoever shall arise between the purchaser and the Contractor upon or in connection with this Contract, either party may forthwith give to the other notice in writing of the existence of such question, dispute or difference and the same shall be referred to the adjudication of two arbitrators, one to be nominated by purchaser, other by a Contractor and in the event of any difference of opinion, the arbitrators will refer the matter to the umpire. The arbitration shall be conducted in accordance with the rules and procedure for arbitration of the International Chamber of Commerce at Paris. The expenses of the arbitrators and umpire shall be paid as may be determined by them. However, the venue of such arbitration should be in India.

In case a dispute arises with domestic/Indian suppliers, the applicable Arbitration procedure shall be as per Indian Arbitration & Conciliation Act, 1996.

Indemnity:

The Contractor shall warrant and be deemed to have warranted that all Stores supplied against this Contract are free and clean of infringement of any patent, copyright or trade mark and shall at all times indemnify the purchaser against all claims which may be made in respect of stores for infringement of any right protected by Patent, Registration of design or Trade Mark and shall take all risk of accident or damage which may cause a failure of the supply from whatever cause arising and the entire responsibility for the sufficiency of all the means used by him for the fulfillment of the Contract.

Counter terms and conditions of suppliers:

Where counter terms and conditions/printed or cyclostyled conditions have been offered by the supplier, the same shall not be deemed to have been accepted by the purchaser unless specific written acceptance thereof is obtained.

Applicable law:

The Contract shall be interpreted, construed and governed by the laws of India.

SECTION I: INVITATION FOR BIDS

Centre for Development of Advanced Computing (CDAC) is a R&D Organization of the Ministry of Electronics & Information Technology, Government of India. CDAC, Thiruvananthapuram, invites online bids from eligible bidders for supply of EDAS Fox workstation with 3 year warranty as per Schedule of Requirements (Section IV).

1. Contact information:

Section Head, Purchase

Centre for Development of Advanced Computing (CDAC) CDAC Building, Technopark campus, Thiruvananthapuram

Kerala-695581

Tel No.: 0471-2781500

E-mail: purchase-tp@cdac.in

In case bidder requires any clarifications / information, they may contact CDAC at the address given above.

2. Online Two bid System:

The two bid system will be followed for this tender. In this system bidder must submit their offer in separate envelopes – online as explained below:

A. Technical Bid

1. Tender fee (Scanned copy of the Demand Draft towards tender fee of Rs. 2240/- (Rupees Two Thousand and Two Hundred and Forty Only) drawn in favour of **C-DAC, Thiruvananthapuram** payable at **Thiruvananthapuram or registration with NSIC**/Central Purchase Organization/ Ministry of Electronics and Information Technology (MeitY) leading to **Exemption Certificate**. . The DD must reach physically at the place of Opening of the Tender on or before the time and date of opening of the Tender). No cost of Tender for documents downloaded by the bidders.

2. Bid Security Declaration /EMD /Exemption certificate for waiver of EMD

Bid Security Declaration to be submitted in a separate cover in the Technical bid cover super-scribed with “**Bid Security Declaration**” or Scanned copy of Demand draft towards Earnest Money Deposit of INR 1,00,000/- (Rupees One Lakhs Only) drawn in favour of C-DAC, **Thiruvananthapuram** payable at **Thiruvananthapuram or registration with NSIC**/ Central Purchase Organization/ Ministry of Electronics and Information Technology (MeitY) leading to **Exemption Certificate**. (The Demand Draft must reach physically at the place of Opening of the Tender on or before the date of opening & time of the tender).

3. Manufacturer Authorization Form (As per Annexure B)

4. Technical Compliance and Support documents

A Duly filled Technical Compliance sheet (as per Section IV) with proper seal and signature of authorized person (with name, designation & contact no.) (online in pdf formats only).

- a. An authority letter issued by the competent authority authorizing the signatory to sign on behalf of the bidder.
- b. Following Supporting documents:
 - Certificate of incorporation, Partnership deed / Memorandum and Articles of Association/ any other relevant document showing date and place of incorporation, as applicable.
 - Copy of Income Tax Return for last two Financial Years
 - Copy of PAN
 - Copy of TAN/ GST/ PAN of the supplier should be mentioned
 - Certificate to the effect that the bidder and OEM company is not blacklisted by any of the Ministry/Department of Govt. of India/State Government during last three years
 - The copy of audited balance sheet for the financial year 2016-2017 , 2017-2018 and 2018-2019, indicating the annual sales turnover or the certificate from the Chartered Accountant to this effect.
- c. A scanned copy of the commercial bid **without prices (prices blocked)** with acceptance to commercial terms & conditions with signatures (as per Annexure-A).
- d. Undertaking to the effect that the terms and conditions, clauses etc. stipulated in this tender are acceptable.(as per Annexure- C attached).
- j. The details like make & model number of the item quoted.
- k. The printed catalogue / leaflet published by the principal manufacturer of the items quoted.
- l. The installation, configuration and warranty services are required at the site mentioned in the SECTION IV.

Details of EMD

Earnest Money Deposit Details

Sl. No.	Unique Transaction Reference Number/Demand Draft/ Bank Guarantee no. & date	Amount (INR)	Name of the Bank, Branch, IFSC Code	EMD Waiver (Bid Security Declaration / MSME certificate)
1				

Note:

1. Bid Security Declaration to be submitted in a separate cover in the Technical bid cover super-scribed with “**Bid Security Declaration**”
2. MSME/NSIC with valid certificate duly issued by Government of India to be submitted in a separate cover in the Technical bid cover super-scribed with “**MSME/NSIC certificate**”
3. Unique transaction Reference Details, Bank Guarantee, Demand Draft towards EMD and the template containing the EMD details are to be submitted in a separate cover in the Technical bid cover super-scribed with “**Earnest Money Deposit**”

Sl. No.	Documents to be attached in technical bid	Checklist
1	Scanned copy of the Demand draft towards tender fee or Exemption Certificate for Tender fee	
1	Scanned copy of Bid Security Declaration/Unique Transaction Reference Number/Demand Draft/BG/Exemption Certificate towards Earnest Money Deposit along with EMD details	
3	Duly filled Technical Bid/Compliance sheet with proper seal and signature of authorized person (with name, designation & contact no.) as per Section IV	
4	An authority letter issued by the competent authority authorizing the signatory to sign on behalf of the bidder.	

5	<p>Following Supporting documents:</p> <p>a. Certificate of incorporation, Partnership deed/ Memorandum and Articles of Association / any other relevant document showing date and place of incorporation, as applicable.</p> <p>b. Copy of Income Tax Return for last two Financial Years</p> <p>c. Copy of PAN</p> <p>d. Copy of GST/ TAN/ GST</p> <p>e. Certificate to the effect that the firm is not blacklisted by any of the Ministry/Department of Govt. of India/State Government during last three years</p>	
	<p>f. The copy of audited balance sheet for the financial year 2016-2017, 2017-2018 and 2018-2019 indicating the annual sales turnover or the certificate from the Chartered Accountant to this effect.</p>	
6	A scanned copy of the commercial bid without prices (prices blocked) with acceptance to commercial terms & conditions with signatures (as per Annexure-A).	
7	If the bidder is not the principal manufacturer for the items, the specific authorization letter from Principals (as per Annexure- B)	
8	Undertaking to the effect that the terms and conditions, clauses etc. stipulated in this tender are acceptable. (Annexure-C)	
9	The details like make & model number of the each item quoted.	
10	The printed catalogue / leaflet published by the principal manufacturer of the items quoted.	
11	The installation and onsite warranty services are required at the site mentioned in the SECTION IV.	

Note: CDAC reserves the right to reject the bid if any of the above listed document/s is/are not submitted.

B. Commercial Bid:- "Commercial Bid" shall contain:

1. Commercial Bid Covering Letter

2. Price bid as per Boq.xls duly filled

Note: Please do not put "Commercial Bid" (prices quoted) in the technical bid envelope. If the price quoted is submitted with technical bid the tender will be rejected at the sole discretion of CDAC.

The EMD will be returned to the bidder(s) whose offer is not accepted, within 30 days from the date of opening of commercial bid(s). In case of the bidder whose offer is accepted, the EMD will be returned on submission of Performance Guarantee (Refer Clause 3 of Section III). However if the return of EMD is delayed for any reason, no interest/ penalty shall be payable to the bidder.

The successful bidder, on award of contract / order, must send the contract/ order acceptance in writing, within 7 days of award of contract/ order, failing which the EMD will be forfeited and the order will be cancelled.

The EMD forfeiture/execution of Bid Security declaration:

- If the bidder withdraws the bid during the period of bid validity specified in the tenderor
- In case a successful bidder, fails to furnish the Performance Bank Guarantee (Refer Clause 3 of Section III).or
- If the bidder fails to furnish the acceptance in writing, within 7 days of award of contract/order.

- In case the successful/L-1 Bidder refuses to supply due to any reason or does not supply as per the specifications mentioned in the PO.

3 Deadline for Submission of Bids

- a. Bids must be received by CDAC before the due date and time as specified in the tender document. In the event of the specified date for the submission of bids, being declared as a holiday for CDAC the bid-closing deadline will stand extended to the next working day up to the sametime.
- b. CDAC may extend this deadline for submission of bids by amending the bid documents and the same shall be suitably notified through the portal.

4. Late Bids

- a. Any bid inadvertently received by CDAC after the deadline for submission of bids, will not be accepted. CDAC shall not be responsible and liable for the delay in receiving the bid for whatsoever reason.

5. Comparison of Bids

- a. Only the Technically qualified bidder shall be considered for commercial comparison.
- b. Prices should be in INR only. Bids in Foreign currency are not accepted.

6. Award of Contract

- a. CDAC shall award the contract to the eligible bidder whose technical bid has been accepted and determined as the lowest evaluated commercial bid. However, CDAC reserves the right and has sole discretion to reject the lowest evaluated bid.
- b. If more than one bidder happens to quote the same lowest price, CDAC reserves the right to decide the criteria and further process for awarding the contract, decision of CDAC shall be final for awarding the contract.

7. CDAC's Right to amend /cancel

- a. CDAC reserves the right to amend the eligibility criteria, commercial terms & conditions, Scope of Supply, technical specifications etc after due notification.
- b. CDAC reserves the right to cancel the entire tender without assigning any reasons there for.

8. Corrupt or Fraudulent Practices.

- a. It is expected that the bidders who wish to bid against this tender have highest standards of ethics.
- b. CDAC will reject bid if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices while competing for this contract;
- c. CDAC 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.

SECTION III: SPECIAL CONDITIONS OF CONTRACT

1. Prices

The price quoted shall be considered firm and no price escalation will be permitted.

Bidder may quote in Indian Currency only.

The bidder shall arrange to clear the consignment after following customs formalities, if any and arrange to deliver the consignment to destination/s as mentioned in the schedule of requirement. The responsibility, cost and risk of the consignment shall rest with the bidder till receipt of goods is acknowledged by the CDAC, Thiruvananthapuram. However, such receipt/ acknowledgement shall not be treated as acceptance of goods.

2. SoftwareLicenses:

The software licenses, if any, shall be required in the name of user institute. The licenses shall contain paper licenses and at least one set of media (CDs).

3. Performance Bank Guarantee(PBG):

The successful bidder will be required to furnish the Performance Guarantee towards the item supplied, in the form of a Bank Guarantee for the 10% amount of the Purchase Order value, as per the format attached to this document (Refer Annexure – G). This bank guarantee should be submitted along with the invoice on successful installation. The Bank Guarantee shall remain valid for valid for 30 days beyond the validity period of warranty from the date of installation. The PBG can be submitted in INR only. The PBG from Indian distributor / representative is acceptable. In case of no warranty claims towards the item under warranty, the PBG will be returned after 30 days from the completion of warranty period.

4. Completeness Responsibility:

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

3. Force Majeure:

CDAC 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.

4. Risk andOwnership:

Upon 90% of payment, CDAC shall become owners of goods ordered but all risks, responsibilities; liabilities thereof in all goods shall remain with selected bidder till delivery of all goods to all end users. Part deliveries shall not be treated as deliveries. Only full deliveries of all items ordered will be considered as delivery.

5. 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 CDAC.

SECTION – IV – Schedule of Requirements

Supply of EDAS FOX Workstation at NCRB, New Delhi

TECHNICAL SPECIFICATIONS COMPLIANCE SHEET

Contact Person's Name	
Email Id	
Mobile No.	

Sl. No.	Description	Qty (Nos)	Minimum Technical Specification	Compliance (YES/NO)	Bidder Remarks
1	<p>EDASFOX Workstation Warranty : 3 years Manufacturer: EDASFOX</p> <p>CPU Socket Type Intel Socket 2066 or better CPU Type Dual Intel Processor Xeon Silver or better Number of Cores / Threads 10 / 20 CPU Speed 2.2GHz / 3.0GHz Turbo QPI 8GT/s Cache 13.75 MB L3 Lithography 14nm Heatsink Premium Grade Quiet Air Cooling Solutions Chipset Intel C621 or better Slots 12x DIMM Speed DDR4-2133 Memory to be Installed 128 GB (8 x 16GB) ECC Maximum Memory expansion up to 768TB Channel Supported Quad Channel PCIe 3.0 x16 7 Chipset NVIDIA GPU RTX 2080 Memory 8GB GDDR6 Video Ports 1x HDMI, 3x DP SATA 6Gb/s 10 M.2 32Gb/s 1</p>	0 2			

<p>LSI PCIe RAID Controller 8 Channel SATA/SAS 6Gb/s OS Drive 512GB M.2 32Gb/s Temp Drive 2 x 512GB SATA 6Gbp/s SSD's (RAID0) Cache Drive 2 x 512GB SATA 6Gbp/s SSD's (RAID0) Active Evidence Drive 2 x 512GB SATA 6Gbp/s SSD's (RAID0) Data Drive 4TB 7200RPM SATA 6Gb/s HDD Storage RAID 4x 4TB 7200RPM SATA 6Gb/s HDD's (RAID5) Audio Chipset 8 Channel Realtek ALC888 High Definition Audio CODEC LAN Chipset 2x Intel I210-AT Max LAN Speed 10/100/1000Mbps Rear I/O Ports PS/2 1, RJ45 2, USB 2.0 4, USB 3.0 4, USB 3.1 4x Gen1 S/PDIF Out 1x Optical Audio Ports 8-Channel Audio I/O Front I/O Ports, USB 2.0 2, USB 3.0 6 (2 Top Mounted / 4 Front Mounted), eSATA 1x eSATA 6Gb/s Audio 1x Headphone, 1x Microphone SATA Drive Dock 1x Top Mounted SATA Dock for 2.5" and 3.5" Drives Front Mounted 5.25" Bays Optical Disk Drive 16x Blu-Ray Burner SSD Drive Bay 6x 2.5" SATA Tray less Data Drive Bay 1x 3.5" SATA Tray less USB 3.0 Hub 4 Ports Hot-Swap Bay 3x 3.5" SATA Tray less RAID Bay 4x 3.5" SATA Tray less Operating System Microsoft Windows 10 Professional 64-Bit Power Supply Maximum Wattage 1300 Watts Peripherals to be Included Monitor 2x 27" LED Monitors (1920x1080) Keyboard and Mouse Wired or Wireless Combo Tool Kit Multi-Piece Toolkit to assist in Digital Evidence Gathering</p>				
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Item Delivery Information

EDAS FOX Workstation, Qty-02 Nos , Warranty : 3 year

The items to be delivered and installed at National Crime Records Bureau (NCRB), National Highway - 8, Mahipalpur , New Delhi - 110037, Telephone: (011) 26735450 at New Delhi, within 2 weeks from the date of purchase order.

**Annexure - A -COMMERCIAL PRICE SCHEDULE
(to be submitted with technical bid)**

Sl. No.	Description of items	Qty (Nos)	Amount
1	EDAS FOX Workstation as per Configuration Warranty : Three Years	02	

Terms and Conditions of Commercial Bid (to be submitted with Technical Bid):

The quoted price is “ all inclusive till destination”.The price quoted includes all other taxes, duties, packing & forwarding, freight, insurance, customs duty and allied clearance charges till destination.

Signatures.....

Withseal

**ANNEXURE B – MANUFACTURER AUTHORISATION FORMAT
(on manufacturer’s letterhead)**

Date:

Section Head,
Centre for Development of Advanced Computing (CDAC) CDAC Building, Kariavattom P.O
Thiruvananthapuram
Kerala-695581
Tel No.: 0471-2781500
E-mail: purchase-tp@cdac.in

Subject: Manufacturer authorisation against tender no. Tender No
CDAC.TP.TPC.CSG022B.64.19-20

for Purchase of **EDAS FOX Workstation (Qty : 02Nos)**

Dear Sir,

We, M/s (Name of the manufacturer) having registered office at (address of the manufacturer) hereby virtue of being manufacturer for (Name of the product/s), hereby authorise M/s (Name of the bidder) having their office at (Address of bidder) to submit quote, negotiate, supply, install and provide after sales support for our range of products quoted by them to meet the above mentioned tender requirements at CDAC, Thiruvananthapuram.

M/s (Name of the manufacturer) within the scope of requirement as per the tender mentioned above through its authorised partner M/s (Name of the bidder) shall provide support & product warranty services for a minimum period of 3 year from the date of supply and installation for **EDAS FOX Workstation.**

The undersigned is authorized to issue such authorization on behalf of M/s (Name of the manufacturer).

For M/s (Name of the manufacturer)

Signature & company seal Name

Designation e-mail Mobile No.

ANNEXURE C: TENDER ACCEPTANCE LETTER
(To be given on Company LetterHead)

To:

Date:

Section Head,
Centre for Development of Advanced Computing (CDAC) CDAC Building, Kariavattom P.O
Thiruvananthapuram
Kerala-695581
Tel No.: 0471-2781500
E-mail: purchase-tp@cdac.in

SUB: Acceptance of Terms & Conditions of Tender. Tender Reference

No:**CDAC.TP.TPC.CSG022B.64.19-20**

Name of Tender/Work: Supply of **EDAS FOX Workstation**, at NCRB New Delhi

Sir,

1. I/We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site(s) namely: www.cdac.in / eprocure.gov.in/ etc.; as per your NIT / advertisement, given in the above mentioned website(s).
2. I/We hereby certify that I / We have read the entire terms and conditions of the tender documents (including all documents like annexure(s), schedules(s), etc.), which form part of the contract agreement and I / We shall abide hereby by the terms / conditions/ clauses contained therein.
3. The corrigendum(s) issued from time to time by your department / organization too has also been taken into consideration, while submitting this acceptance letter.
4. I/We hereby unconditionally accept the tender conditions of above mentioned tender document(S) / corrigendum(s) in its totality /entirety.
5. I/We do hereby declare that our Firm has not been blacklisted / debarred by any Govt. Department/Public sector undertaking
6. 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 therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full earnest money deposit absolutely.

Yours Faithfully, Authorized Signatory.
(Signature of the Bidder, with Official Seal)

ANNEXURE D: Pro forma of Bank Guarantee for EMD

Whereas _____ (hereinafter called "the Bidder") has submitted its bids dated _____ for "The Tender (CDAC.TP.TPC.CSG 022B.64.19-20)for _____" at Centre for Development of Advanced Computing (hereinafter called "the Bid").

KNOW ALL MEN by these presents that WE _____ of _____ having our registered office at _____ (hereinafter called "the Bank") are bound unto the Section Head (Purchase), Centre for Development of Advanced Computing, P B No 6520, Vellayambalam, Thiruvananthapuram - 695033, Kerala (hereinafter called "C-DAC") in the sum of _____ for which payment well and truly to be made to the said C-DAC, the Bank binds itself, its successors and assigns by these presents.

THE CONDITIONS of this obligation are:

1. If the Bidder, having its bid during the period of bid validity specified by the Bidder on the Bid Form; or
2. If the Bidder, having been notified of the acceptance of its Bid by C-DAC during the period of bid validity
 - a) Fails or refuses to accept the Letter of Award of the project within the specified time
 - b) Fails or refuses to furnish the Performance Security within the specified time
 - c) Fails or refuses to execute Contract Agreement

We undertake to pay to C-DAC up to the above amount upon receipt of its first written demand, without C-DAC having to substantiate its demand, provided that in its demand C-DAC will note that the amount claimed by it is due to it owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including 45 days after the period of bid validity and any demand in respect thereof should reach the Bank not later than the above date.

Sealed with common seal of the said Bank this _____ day of _____ 2020

(Authorized Signatory of the Bank)

ANNEXURE E: Pro forma of Bid Security Declaration

< In Bidders letter head >

Date: [Insert: date of bid]

e-Tender No: CDAC.TP.TPC.CSG 022B.64.19-20

From:
(Registered name and address of the bidder)

To:
THE HEAD, PURCHASE SECTION
CENTRE FOR DEVELOPMENT OF ADVANCED COMPUTING
VELLAYAMBALAM
THIRUVANANTHAPURAM – 695033

We, the undersigned, declare that:

We , M/s.....(herein referred as bidder) understand that, according to terms and conditions of RFP, bids may be supported with a Bid Securing Declaration, therefore rather than submitting the Earnest Money Deposit Form as attached as Annexure—D of the RFP, bidder render the declaration that:-

Bidder will automatically be suspended from being eligible for bidding in any contract with Centre for Development of Advanced Computing, (herein referred as Purchaser) for the period of 3 years, starting on bid submission closing date, if bidder are in breach of any of the following obligation(s) under the bid conditions:-

(a) If a Bidder withdraws the proposal or increases the quoted prices after opening of the Proposal and during the period of Bid validity period or its extended period, if any.

(b) In case of a successful Bidder, if the Bidder fails to sign the Agreement in accordance with the terms and conditions (including timelines for execution of the Agreement) of this RFP or fails to furnish the performance security in accordance with the terms and conditions (including timelines for furnishing performance security) of this RFP.

(c) During the Bid process, if a Bidder indulges in any act as would jeopardize or unnecessarily delay the process of bid evaluation and finalization.
Bidder understand that this declaration shall expire if Bidder are not the successful Bidder and on receipt of purchaser's notification of the award to another Bidder; or thirty days after the validity of the Bid; whichever is earlier.

(Signature)
Authorized Signatory

Name : _____
Designation : _____
Office Seal : _____
Place : _____
Date : _____

ANNEXURE F. BOQ TEMPLATE

Sl. No.	Specifications	Item Code	Quantity	Units
1	EDAS FOX Workstation as per Configuration Warranty : Three Years	item 1	2	Nos

ANNEXURE-G Commercial Bid Covering Letter Template

< In Bidders letter head >

Date: [Insert: date of bid]

From

(Registered name and address of the bidder)

To:

THE HEAD, PURCHASE SECTION

CENTRE FOR DEVELOPMENT OF ADVANCED COMPUTING

VELLAYAMBALAM

THIRUVANANTHAPURAM – 695033

Dear Sir,

Having examined Tender Document number CDAC.TP.TPC.CSG022B.64.19-20 dated _____ the receipt of which is hereby acknowledged, we, the undersigned, offer supply, installation & support of (meaning as realized in Tender Document) at C-DAC, in full conformity with the said Tender Document, for a total project cost of (..... only). The above amount is in accordance with the Price Schedules herewith made part of this bid as per the price bid template.

1. We undertake that we shall successfully setup and demonstrate the solution offered to C-DAC in conformity with the bidding documents (and as amended from time to time) for a total cost as provided in the price bid if the contract is awarded to us.

We declare that we have studied Tender Document and are making this proposal with a stipulation that you shall award us Contracts, either in part or whole, for the supply, onsite installation & training of **EDAS FOX Workstation at NCRB, New Delhi**

2. , identifying separately including all other services specified in the Contract Documents.

3. We have read the provisions of Tender Document and confirm that these are acceptable to us. All necessary clarifications, if any, have been sought for by us and duly clarified in writing, by C-DAC, Thiruvananthapuram. We understand that any other ambiguous clauses in the Tender Document, if any, are subject to interpretation of C-DAC (T).
4. We undertake, if our bid is accepted, to commence the work on the project immediately upon your Notification of Award to us, and to achieve Completion within the time stated in the Bidding Documents.
5. If our bid is accepted, we undertake to execute all contractual documents and provide all securities & guarantees as required in the bid document (and as amended from time to time).
6. We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act".
7. We agree to abide by this bid, consisting of this letter, the tender fee, Bid Security Declaration, EMD, Technical bid, for a period of bid validity from the date fixed for submission of bids as stipulated in the Tender Document, and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period.

Dated this [insert: number] day of [insert: month], [insert: year] Signed:
In the Capacity of [insert: title of position]

Duly authorized to sign this bid for and on behalf of [insert: name of the Bidder]

Witness:

Address:

ANNEXURE-H -Format Of Performance Bank Guarantee

Bank Guarantee No. :
Bank Guarantee Amount :
Effective From : dd.mm.yyyy to xxxx
Last Date for Lodgement of Claim :

To,
Beneficiary address

WHEREAS M/s (hereinafter called “The Supplier”) which expression shall whenever the subject or context so permits include its successors and assigns has undertaken to supply the items specified in pursuance of..... (hereinafter called the contract) to M/S (hereinafter referred to as “The Customer”) which expression shall whenever the subject or context so permits include its successors and assigns.

AND WHEREAS it has been stipulated by the Customer in the said Contract that the supplier shall submit a Performance Bank Guarantee, amounting to 10% of contract value,i.e. (Rupees..... **only**), for due performance of Contract for the warranty period of Years.

AND WHEREAS we a company constituted under the Companies Act 1956 and deemed to be a banking company under the Banking Regulations Act 1949 having its Registered Office atand having one of its branches at have agreed to give the Guarantee to Customer upon request of the supplier.

THEREFORE we hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier up to a total of **Rs..... (Rupees..... only)** and we guarantee to pay you upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of **Rs..... (Rupees..... only)** as aforesaid without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

Notwithstanding anything contained herein before:

- d) Our liability under this Bank Guarantee shall not exceed **Rs..... (Rupees..... only) and**
- e) This Bank guarantee shall be valid up to.....; **and**
- f) We are liable to pay the guaranteed amount or any part thereof under this bank guarantee only and only if you serve, upon us a written claim or demand on or before at our counters i.e. at
- g) Thereafter the Bank shall stand discharged from all its liability under this Guarantee and all your rights under this Guarantee shall stand extinguished, irrespective of the fact whether the Guarantee in original is returned back to us or not.
- h) **Date:**