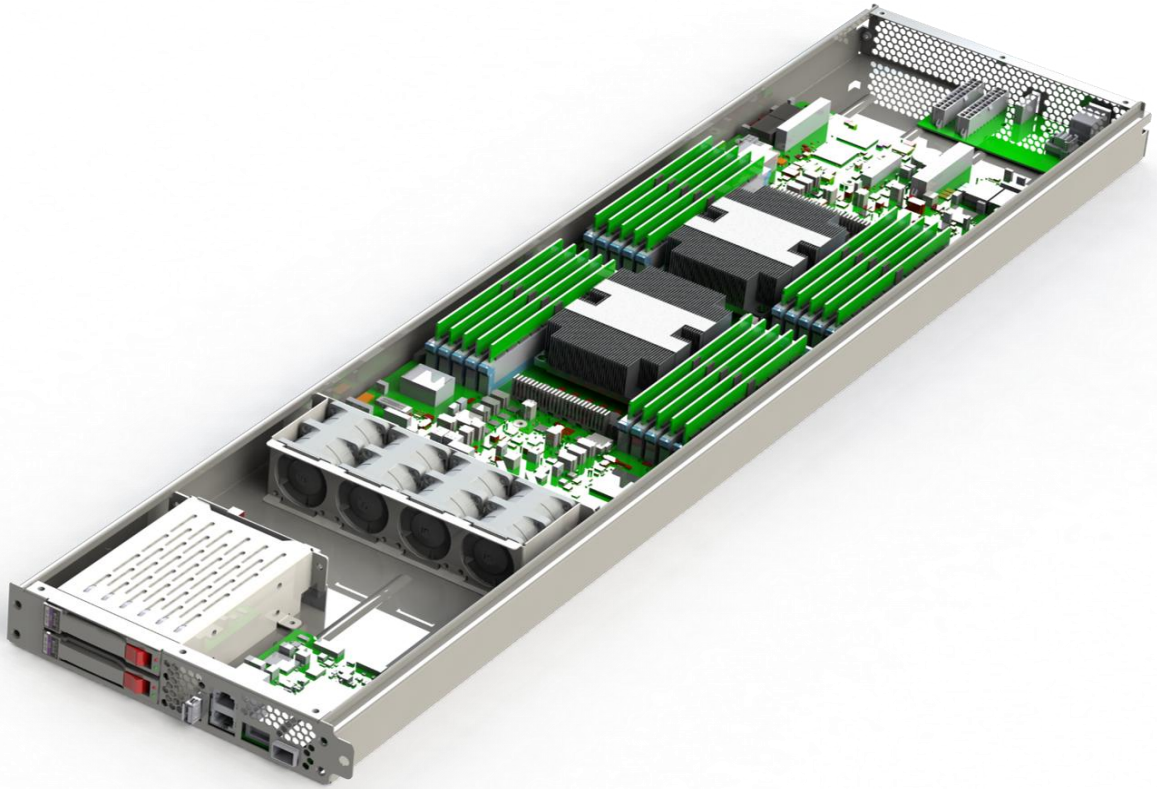




NATIONAL SUPERCOMPUTING MISSION

INFRASTRUCTURE | APPLICATIONS | R&D | HRD



Tender No CDACP/NSM-RUDRA-COMPONENTS/2020/311

C-DAC invites ONLINE bids for Supply of Components viz. Processors, Memories, SSDs etc. for RUDRA SERVERS at C-DAC, Pune.

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

Centre for Development of Advanced Computing

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

Innovation Park, PANCHAVATI, Pashan Road, PUNE 411008.

Tel: +91-20-25868086/25503673-676, Fax: +91-20-25503131.

mmg@cdac.in



TENDER SCHEDULE
Tender No CDACP/NSM-RUDRA-COMPONENTS/2020/311

Name of the Institute	Centre for Development of Advanced Computing, Innovation Park, PANCHAVATI, Pashan Road, Pune 411008.
Place of Supply, Installation & Commissioning, Support etc.	Centre For Development of Advanced Computing, Pune. (Warranty Services, Support – anywhere in India)
Date of Release of Tender	October 20, 2020
Last date of submission of bids	November 10, 2020 - 1500 Hrs
Date of opening of Technical bids	November 11, 2020 - 1500 Hrs
Place of opening of technical bids	C-DAC, Pune - 411008.

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) 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.

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

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



SECTION I: INSTRUCTIONS TO BIDDERS (ITB)

1. Introductions:

Centre for Development of Advanced Computing (C-DAC) - is a scientific society under the administrative control of Ministry of Electronics & Information Technology, Government of India. C-DAC, Pune has developed Server Boards viz 'RUDRA Server', under National Supercomputing Mission (NSM) project.

As a part of this solution, C-DAC invites the bids from eligible bidders for supply of Intel Processors, Memories, SSD-NVMe Drives etc.

The detail technical specifications as given in 'Section – IV: Schedule of Requirements', other terms, conditions etc. stipulated in this document.

2. Contact information:

Material Management Group
Centre for Development of Advanced Computing (C-DAC)
Innovation Park, PANCHAVATI, Pashan Road, PUNE 411008
Tel No.: +91-20-25868086 / 25503673-676 Fax: 020-25503131
E-mail: mmg@cdac.in

3. Two ebids System: Online submission through- <https://www.eprocure.gov.in/eprocure/app>:

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

Note: All the documents listed in e-packet-1 and e-packet-2 must be arranged in the flow / sequence as mentioned as per Annexure-F strictly.

➤ Online - ePacket No. 1: "Technical eBid" shall contain (PDF format only)

- a. **Annexure-F:** with proper indexing, page nos etc.
- b. Covering letter, as per **Annexure – A**.
- c. Authority letter, as per **Annexure – B**.
- d. Scanned copy of Demand Draft towards tender fee of Rs. 2000/- (Rupees Two Thousand Only) drawn in favour of C-DAC payable at Pune. (The DD must reach physically at the place of Opening of the Tender on or before the Due Date & Time of the Tender)
- e. Scanned copy of Demand draft towards Earnest Money Deposit of Rs. 7,00,000/- (Rupees Seven Lakh only) drawn in favour of C-DAC payable at Pune. (The Demand Draft must reach physically at the place of Opening of the Tender on or before the Due Date & Time of the Tender Submission). In case of claiming exemption from submission of EMD, the copy of valid exemption document must be submitted. Alternately, the bidder may choose to submit an EMD / bid security declaration, as given in **Annexure - E**, subject to the conditions stipulated therein.
- f. Only the principal manufacturers or their **authorised** distributors/dealers/partners are allowed to bid for the items as mentioned in the tender document.



- g. A copy of Certificate of Incorporation, Partnership Deed / Memorandum and Articles of Association / any other equivalent document showing date and place of incorporation, as applicable.
- h. Copies of PAN and GST registration certificates.
- i. Duly filled Technical Bid as per **Section-IV & V** with proper seal and signature of the authorised person (with name, designation, email id & contact no.).
- j. The undertaking from the Principal Manufacturer of Each of the Components as per **Annexure C**
- k. The detailed technical specification, make, model, part number & **compliance of each item offered** supported by the printed catalogue / leaflet published by the Principal Manufacturer.
- l. Undertaking from the Bidder to the effect that a Security Deposit of 5% of the order value will be submitted in case C- DAC decides to place the Purchase Order. **(Annexure – A)**.
- m. A photo copy of the commercial bid without prices **(prices blocked)** and copy of commercial terms & conditions (in details) as included in the commercial bid. C-DAC reserves the right to reject the bid in case of discrepancy observed in the un-priced commercial bid and the actual commercial bid.
- n. Other documents necessary in support of eligibility criteria, product catalogues, brochures etc.

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

- Online - ePacket 2: “Commercial eBid “ shall contain: (BOQ.xls format only)
The Commercial e-Bids as per format given in Section –VI, complete in all respects with name, designation, email id and contact no. (in the space provided in the BOQ format).

4. Last Date of uploading of ebids and opening of the Technical ebids – Online.

Last date (DUE DATE) for uploading of ebids through: www.eprocure.gov.in/eprocure/app - against the tender id & Opening of the Technical ebids, as per the ‘TENDER SCHEDULE’ above; in the name of:

**Material Management Group
Centre for Development of Advanced Computing (C-DAC)
Innovation Park, PANCHAVATI, Pashan Road,
Pune 411008, Maharashtra, INDIA
E-mail: mmg@cdac.in**

The ebids must be submitted on-line. The Tender Fees & EMD must be submitted/deposited in person or through post / courier (C-DAC shall not be responsible for any postal delays or any other reason for not submitting the tender fees & EMD etc. in the specified time and resulting in disqualification / rejection of any bid) **so as to reach on or before the due date and time of the uploading of the tender.**

In case bidder requires any clarifications / information, they may contact C-DAC address given in ‘TENDER SCHEDULE’, in the format given on page no. 2, above.



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

5. Opening of commercial ebids

Commercial ebids of the qualified bidders only; will be opened at the time, place and date to be informed later.

The bidder's name, bid prices summary and other appropriate details will be displayed after the date & time of the opening of the commercial ebids and completion of the internal processes.

(END OF SECTION I)



SECTION II: GENERAL CONDITIONS OF CONTRACT (GCC)

1. Locations for Supply:

Centre for Development of Advanced Computing (C-DAC)
(HPC-Tech Group), Innovation Park, Panchavati, Pashan Road,
Pune - 411008. INDIA.

Locations for Warranty Service/Support: **Anywhere in India.**

2. Delivery Period:

The Components in total ordered quantities must be supplied within 6 (six) weeks from the date of placement of order(s).

3. Order Placement & Release of Payment:

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

4. Eligibility Criteria:

- a. The bidder must submit the documents as listed at para 3 - Section – I of this document.
- b. Bidder should be either a principal manufacturer (OEM-Original Equipment Manufacturer) or their respective Indian subsidiary or their OEMs' **authorised** distributor/dealer/partner duly authorised by the principal manufacturer.
- c. If the bid is submitted by the Indian subsidiary of Principal Manufacturer (OEM), the letter from Principal Manufacturer (OEM) must be submitted certifying that the bidder is the subsidiary company of the Principal Manufacturer (OEM) in India.
- d. The Indian agent and the Principal / OEM cannot bid simultaneously.
- e. The bidder should be in such components business for last three years and provide the documentary evidences for the same.
- f. The bidder must submit the technical compliance sheet/report as per the technical requirements/features; stating deviations if any.
- g. Bidder should have minimum annual turnover of 2.5 Cr. for each of last three years. The copy of audited balance sheet or the certificate from a Chartered Accountant for the last three financial years indicating the annual sales turnover of the bidder.
- h. The bidder must not be blacklisted by C-DAC or any other Educational / R&D / Govt. Organizations, as on the date of Opening of the bids. A certificate or undertaking to this effect must be submitted.
- i. The bidder must quote and comply with **any or all the items** given in Schedule of Requirements – Section IV & V of this document.



- j. The bidder must submit all the documents as per Document Checklist – **Annexure F**, with appropriate page nos for the same. The flow of the submitted documents must be in the same order/sequence.

- **Note:** If in the view of bidder, any exemption / relaxation are applicable to them from any of the eligibility requirements, under any Rules / process/ Guidelines/ Directives of Government of India, bidder may submit their claim for the applicable exemption /relaxation, quoting the valid Rule/ process/ Guidelines/ Directives. In this case the bidder must submit necessary and sufficient documents along with the technical bid, in support of his claim. The decision about granting the exemption/ relaxation will be taken by the bid evaluation committee which is empowered to grant exemption/relaxation. The relevant and valid certificates in support of claim of exemption must be submitted.

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

5. Amendment to Bidding Documents

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

6. Preparation of eBids

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

7. Earnest Money Deposit (EMD)

- a. The Earnest Money Deposit (EMD) must be submitted prior to the DUE DATE of uploading of the online technical bid. The EMD is required to be in the form of Demand Draft in favour of C-DAC payable at Pune, India, for an amount of Rs. 700,000/- (Rupees Seven Lakhs Only). No interest shall be payable on EMD.
- b. If in the view of bidder, any EMD exemption is applicable to them, under any Rules / process of Government of India, bidder may submit their claim for the applicable EMD exemption, quoting the valid Rule/ process. In this case the bidder must submit necessary and sufficient documents along with the technical bid, in support of his claim against supply of the required



items by C-DAC in this Tender. The bid evaluation committee is empowered to take appropriate decision about the EMD exemption claim of the bidder. The bid submitted without EMD/valid exemption documents, shall stand rejected. No interest shall be payable on EMD. Alternately, the bidder may choose to submit EMD / bid security declaration, as given in **Annexure - E**, subject to the conditions stipulated therein

- c. 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 Security Deposit (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.
- d. The successful bidder, on award of contract / order, must send the contract/ order acceptance in writing, within 7-10 days of award of contract/ order, failing which the EMD will be forfeited and the order will be cancelled.
- e. The EMD may be forfeited:
 - If the bidder withdraws the bid during the period of bid validity specified in the tender.
 - If the bidder fails to furnish the acceptance in writing, within 7-10 days of award of contract/ order.

8. Period of validity of bids

- a. Bids shall be valid for minimum 120 days from the date of submission. A bid valid for a shorter period shall stand rejected.
- b. C-DAC may ask for the bidder's consent to extend the period of validity. Such request and the response shall be made in writing only. A bidder agreeing to the request for extension will not be permitted to modify his bid.
- c. The Bid documents shall be neatly arranged. They should not contain any terms and conditions, printed or otherwise, which are not applicable to the Bid. **The conditional bid will be summarily rejected.** Insertions, postscripts, additions and alterations shall not be recognized, unless confirmed by bidder's signature.

9. Deadline for Submission of eBids – Online PDF format only.

- a. Bids must be uploaded, received by C-DAC before the due date and time at the address specified in the tender document.
- b. C-DAC will not be responsible for any issues arising/pertaining with the eprocure.gov.in/eprocure/app portal for non-submission, failure in submission of ebids online.
- c. Bidders are advised to submit e-bids well in advance of the last date and time of submission of the bids. C-DAC will not be responsible for failure in submission/upload of bids for non-working of the on line portal at last day/hours of submissions of bids
- d. C-DAC may extend this deadline/Due Date for uploading of bids by amending the bid documents and the same shall be suitably notified.
- e. The Bid documents shall be neatly arranged and all pages should be numbered. They should not contain any terms and conditions, printed or otherwise, which are not applicable to the



Bid. **The conditional bid will be summarily rejected.** Insertions, postscripts, additions and alterations shall not be recognized, unless confirmed by bidder's signature.

10. Late Bids

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

11. Bid Opening & Evaluation of eBids

- a. The bids will be examined based on eligibility criteria stipulated at Para 4 of Section – II to shortlist the eligible bidders.
- b. The technical bids of only the short listed eligible bidders shall be evaluated based on technical specifications stipulated at Section – IV & V.
- c. The bidders whose technical bid is found to meet both the requirements as specified above will qualify for opening of the commercial bid and will be informed about the date and time of the opening of the commercial bid.
- d. The duly constituted Tender Evaluation Committee (TEC) shall evaluate the bids. The TEC shall be empowered to take appropriate decisions on minor deviations, if any.
- e. The components offered should be from the existing product range of the respective OEM.
- f. The details of offered components should be available on the Official website of the manufacturer.
- g. Equivalent DDR Memory / NVMe SSD parts will be allowed subject to Qualification by C-DAC. In such case, minimum 12 nos of samples of each type of DDR4 Memory & 2 samples of NVMe SSD has to be arranged at C-DAC, Pune for physical evaluation for a period of minimum 30 working days free of cost for thorough testing and Technical Evaluations, **within 10 days of publication of tender.**
- h. C-DAC TEC will test the compatibility of such offered equivalent components with its' RUDRA Server Platforms and other environmental parameters etc. This is mandatory for 'Technical Qualifications'.
- i. The bidder should arrange to collect such components from C-DAC, Pune after the Technical Evaluations is complete and as intimated by TEC.

12. Comparison of Bids

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

The lowest price quoted for each of the component(s) as listed in Section –V, VI will be considered for evaluation and comparison – including concessional customs Duty/GST. (Please refer para 1, Section – III).

13. Award of Order

- a. C-DAC shall award the order(s) to the eligible bidder/s whose technical bid/s has/have been accepted and determined as the lowest evaluated commercial bid/s based on the **price of**



individual items of the Commercial Bid. However, C-DAC reserves the right and has sole discretion to reject the lowest evaluated bid without assigning any reasons.

- b. If more than one bidder happens to quote the same lowest price, C-DAC reserves the right to decide the criteria and further process for awarding the contract, decision of C-DAC shall be final for awarding the contract.
- c. The bidder should note and agree to the same.

14. Purchaser's Right to amend / cancel

- a. C-DAC reserves the right to amend the eligibility criteria, commercial terms & conditions, Scope of Supply, technical specifications etc.
- b. C-DAC reserves the right to cancel the entire tender without assigning any reasons thereof.
- c. C-DAC reserves the right to reject the bid submitted by the lowest evaluated bidder.

15. Corrupt or Fraudulent Practices

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

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

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

(END OF SECTION II)



SECTION III: SPECIAL CONDITIONS OF CONTRACT (SCC)

1. *Prices*

- 1.1. The price quoted shall be considered firm and no price escalation will be permitted (except Govt. Statutory Levies).
- 1.2. The bidder may offer partially or fully in INR or US Dollars. The bidders must provide the details viz. Name & address on whom the Order(s) are to be placed. In case of offer in foreign currency, TDS will be deducted (if applicable) as per statutory rules.
- 1.3. Bidder must indicate applicable Customs Duty and GST separately for each item. The bidder should exercise utmost care to quote the correct percentage of applicable Duty / GST on each item.
- 1.4. The prices quoted must be “All inclusive- till destination”, (including international and local freight, insurance, customs clearance charges-if any; forwarding, loading/un-loading and all incidental charges till destination - except customs duty, if applicable).
- 1.5. C-DAC, Pune can issue Certificate towards GST @ concessional rates under Notification 43/17-47/17(Integrated Tax) (or latest thereto), wherever applicable; on submitting the appropriate documents/HSN Code etc.
- 1.6. If C-DAC places import order in foreign currency directly on supplier abroad, C-DAC can issue customs duty exemption/concession certificate under notification No 51/96- CUS (as amended). The Customs Duty Exemption Certificate will not be issued in cases where the order is placed in INR and / or on Indian entity.
- 1.7. The bidder shall avail the exemption/concession towards customs duty/GST- as applicable, and accordingly should quote the rate of customs duty/GST.
- 1.8. The customs duty payable- if any, after availing concession will be paid on submission of documentary proofs/BoE etc.
- 1.9. If the Duty/GST column is kept blank/zero, it will be assumed that the Duties/Taxes are included in the quoted prices.
- 1.10. The supplier/bidder must provide the proper shipping documents necessary for customs clearance availing applicable duty exemption
- 1.11. The demurrage charges incurred, if any, for the reasons attributed to C-DAC shall be reimbursed by C-DAC. In this case, the claim towards demurrage charges must be submitted along with the original documents towards payment of demurrage charges.
- 1.12. The statutory taxes and duties applicable at the time of supply of material shall be applicable (if indicated).
- 1.13. The responsibility, cost and risk of the consignment shall rest with the bidder till receipt of goods is acknowledged by the end user at C-DAC, Pune. However, such receipt/ acknowledgement shall not be treated as acceptance of goods.

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



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

3. Security Deposit (SD):

The successful bidder will be required to furnish the Security Deposit in INR equivalent to 5% of the order value within 7 days of receipt of the Order(s). The Security Deposit should be submitted in the form of Demand Draft drawn in favour of C-DAC payable at Pune. The S.D. will be returned on successful execution, acceptance by C-DAC as per the Purchase Order(s) placed subsequently. No interest will be payable against the same.

4. Performance Bank Guarantee (PBG):

A Performance Guarantee needs to be submitted, towards the workstations supplied, in the form of a Bank Guarantee in INR equivalent to 10% amount of the Supply Order value, as per the format attached to this document (**Annexure – D**). This bank guarantee should be submitted along with the invoice. The Bank Guarantee/s shall remain valid for the period of (Respective Warranty period +2 months) from the date of receipt of the components, at C-DAC. The PBG must be negotiable at a branch of issuing bank in India.

The PBG should be submitted by the vendor on whose name the Purchase Order is released.

In case of no warranty claims towards the components under warranty, the PBG will be returned on completion of warranty period.

C-DAC reserves the right to invoke the Performance Bank Guarantee(s) submitted by bidder, in case of the following:

- a. The components fail to achieve the performance as per technical brochure & in this document or
- b. The bidder fails to provide the warranty and other services in scheduled time frame, as stipulated in this document or
- c. The bidder delays to provide the warranty/replacement services as stipulated in this document.

5. Completeness Responsibility:

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

6. Warranty:

The primary responsibility for the support services (anywhere in India) during the warranty period lies with the bidder. The Supplier warrants that all the Goods/Components are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract. The supplier



further warrants that all Goods/Components supplied under this contract shall have no defect arising from design, materials or workmanship (except when the design and/or material is required by the Purchaser's specifications) or from any act or omission of the supplier. The warranty should be comprehensive on site, replacement basis free of cost. The onsite comprehensive Warranty will start after delivery and acceptance by C-DAC. All the components supplied must have 1(One)/ 2 (Two)/ 5 (Five) years (as defined in Section IV) onsite comprehensive warranty.

The defects, if any, during the guarantee/warranty period are to be rectified free of charge by arranging free replacement wherever necessary. It should be completed within 30 days after the intimation of fault.

Goods requiring warranty replacements must be replaced on free of cost basis.

C-DAC reserves the right to invoke the Performance Bank Guarantee/ Security Deposit submitted by bidder, in case of the following:

- a. The components fail to achieve the performance as stipulated in this document or
- b. The bidder fails to provide the warranty and other services in scheduled time frame, as stipulated in this document or
- c. The bidder delays to provide the warranty/replacement services as stipulated in this document.

7. Payments:

For payment in Foreign Currency:

90% amount of the order value will be released through 30 days Irrevocable Letter of Credit (LC). The LC operating charges within India shall be to C-DAC account and those for outside India shall be to beneficiary's account. LC confirmation charges, if required shall be to beneficiary account. The charges towards LC amendment required on request of beneficiary shall be to beneficiary account.

Balance 10% amount shall be released against submission of PBG, as per clause 4 of Section III given above. PBG must be submitted within 15 days from the date of acceptance report. In case of non-submission of PBG within 15 days, any loss due to fluctuation in foreign exchange rates will be at beneficiary account.

For payment in INR:

90% amount of the order value will be released on receipt of material at site with 30 days credit.

Balance 10% amount shall be released against submission of PBG, as per clause 4 of Section III given above. PBG must be submitted within 15 days from the date of acceptance report. In case of non submission of PBG within 15 days, any loss due to fluctuation in foreign exchange rates will be at beneficiary account.

Applicable TDS will be deducted.

8. Bill to/ Ship to:



Stores in Charge
Centre for Development of Advanced Computing (C-DAC)
Innovation Park, PANCHAVATI, Pashan Road,
Pune 411008, Maharashtra, INDIA
Phone: 020-25503100

9. Penalty for delayed Delivery /Services

C-DAC reserves the right to levy penalty @ of 0.5 % of order value per week of delay beyond the scheduled deliveries / execution of the order successfully, subject to maximum of 5% of the order value. The delay in delivery not attributed to supplier viz. delay in site preparation, delay in submission of required documents by C-DAC etc. and the conditions arising out of Force Majeure will not be considered for calculating penalties. C-DAC reserves the right to cancel the rate contract /order(s) in case of delays of more than 10 weeks.

10. Jurisdiction:

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

11. Force Majeure:

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

12. Arbitration:

In case any dispute arises between the C-DAC and successful bidder with respect to this RFP/Order, including its interpretation, implementation or alleged material breach of any of its provisions both the Parties hereto shall endeavour to settle such dispute amicably. If the Parties fail to bring about an amicable settlement within a period of 30 (thirty) days, dispute shall be referred to the sole arbitrator mutually appointed by both parties. If the sole arbitrator is not appointed mutually by both the parties then the District Court Pune shall have exclusive jurisdiction for appointment of sole arbitrator through court. Arbitration proceedings shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and Rules made there under, or any legislative amendment or modification made thereto. The venue of the arbitration shall be Pune. The award given by the arbitrator shall be final and binding on the Parties. The language of arbitration shall be English. The common cost of the arbitration proceedings shall initially be borne equally by the Parties and finally by the Party against whom the award is passed. Any other costs or expenses incurred by a Party in relation to the arbitration proceedings shall ultimately be borne by the Party as the arbitrator may decide. Courts in Pune only shall have the exclusive jurisdiction to try, entertain and decide the matters which are not covered under the Arbitration and conciliation Act.

13. Risk and Ownership:



Upon 90% of payment, C-DAC 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.

14. Limitation of Liability:

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

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

15. Termination:

Validity of purchase order will remain till fulfilment of all obligations (Including but not limited to providing comprehensive warranty/support till Completion of three/five years from acceptance of the components as a whole) by the successful bidder. In case of the delays in providing the stipulated services, and /or defect/delay/under or non- Performance pertaining to the services / products supplied by the bidder, C-DAC will give written notice to the bidder directing to set the things right within 30 days of notice. If bidder fails to comply with the requirements, C-DAC shall have the right to terminate the contract and / or cancel the order/s. The successful bidder agrees and accepts that he shall be liable to pay damages claimed by C-DAC, in the event of termination of contract / cancellation of order, as detailed in this RFP. The successful bidder may terminate the contract by at least 30 days' written notice, only in the event of non-payment of undisputed invoices for 90 days from the due date. Except this situation, the successful bidder shall have no right of termination. C-DAC reserves the right to terminate the contract / cancel order with or without cause/ reason, by giving 90 days' notice to the successful bidder.

C-DAC will release the due amount payable to successful bidder towards the material and / or services provided till the date of termination, those are accepted by C-DAC/ end user. However, the amount towards penalty, if any will be deducted from the payable amounts.

16. Indemnity:

The successful bidder shall indemnify, protect and save C-DAC and host institutions from/against all claims, losses, costs, damages, expenses, action suits and other proceeding, resulting from/arising out of :

Infringement of any law pertaining to intellectual property, patent, trademarks, copyrights etc. by the bidder or

such other statutory infringements in respect of all the equipments supplied by successful bidder, or

any act/omission/performance/under or non or part performance/failure of the bidder.



17. Assignment:

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

18. Severability:

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

(END OF SECTION III)



SECTION IV – SCHEDULE OF REQUIREMENT

Bill of Materials				
Sr.No	Description	Manufacturer	Part Number	Quantity Required
A.	Intel® Xeon® Gold 6240R Processor (35.75M Cache, 2.40 GHz), FCLGA3647 with 1 year warranty	Intel	CD8069504448600	310
B.	16GB, 288pin, DDR4 RDIMM, 2933Mbps, Dual Rank, 1.2V with 2 year warranty	Micron	MTA18ASF2G72PDZ-2G9E1	1800
C	64 GB, 288pin, DDR4 RDIMM, 2933Mbps, Dual rank 1.2V with 2 year warranty	Micron	MTA36ASF8G72PZ-2G9B2UL (64GB RDIMM)	100
D	2.5" SSD-NVMe U.2 drive with 800GB or higher capacity with 2.4GBps or higher sequential read throughput and 60K or higher random write IOPS. The drive should support 4380 TB or higher TBW with 5 year warranty (3DWPD)	Micron/WD	MTFDHBE800TDG-1AW1ZABYY/ WUS4CB016D7P3E3	150
All the items must be properly packed in ESD: anti-static packing with sufficient nos of silica gel / moisture free compound in total packages				
Note: Equivalent DDR memory/ NVME SSD drive may be allowed subject to Qualification by C-DAC. Minimum 12 samples required to be provided for DDR4 memory and 2 samples for SSD by bidder for Qualification within 10 days of publication of tender				

(END OF SECTION IV)



SECTION- V: TECHNICAL BID SUMMARY

Name of Bidder:

Detail Address: (for release of INR order):

Contact Person:

Mobile No:

COMPONENTS DETAILS

Sr. No.	Description / Item	Make/ Model No	Declaration as per 6/18/2019-PPD & No.P-45021/112/2020-PP(BE-II)(E-43780) (Of OEM + Bidder)			(%) Make in India contents (F. No. W-43/4/2019-IPHW-Meity)
			Country of Origin of OEM	Country of Manufacture	Country of Shipment	
1	Intel® Xeon® Gold 6240R Processor (35.75M Cache, 2.40 GHz), FCLGA3647 with 1 year warranty					
2	16GB, 288pin, DDR4 RDIMM, 2933Mbps, Dual Rank, 1.2V with 2 year warranty					
3	64 GB, 288pin, DDR4 RDIMM, 2933Mbps, Dual rank 1.2V with 2 year warranty					
4	2.5" SSD-NVMe U.2 drive with 800GB or higher capacity with 2.4GBps or higher sequential read throughput and 60K or higher random write IOPS. The drive should support 4380TB or higher TBW with 5 year warranty (3DWPDP)					
5	Other charges (if required /applicable).					

Bidder may add rows for the items required to cover the entire scope as per the Schedule of Requirements.

NOTES:

(END OF SECTION V)



SECTION VI - Price Schedule:
COMPONENTS FOR RUDRA SERVER/PLATFORM

Sr. No.	Items Description	Unit	Unit Rate (In US\$ / INR)	Duty/GST after availing concession - %	Quantity	Amount without Duty/GST (In US\$/ INR)	Amount of Duty/GST.
1	Intel® Xeon® Gold 6240R Processor (35.75M Cache, 2.40 GHz), FCLGA3647 with 1 year warranty	No			310		
1.02	Any other charges (if applicable /required)	Lot			1		
2	16GB, 288pin, DDR4 RDIMM, 2933Mbps, Dual Rank, 1.2V with 2 year warranty	No			1800		
2.01	Any other charges (if applicable / required)	Lot			1		
3	64 GB, 288pin, DDR4 RDIMM,2933Mbps, Dual rank 1.2V with 2 year warranty	No			100		
3.01	Any other charges (if applicable / required)	Lot			1		
4	2.5" SSD-NVMe U.2 drive with 800GB or higher capacity with 2.4GBps or higher sequential read throughput and 60K or higher random write IOPS. The drive should support 4380TB or higher TBW with 5 year warranty (3DWPd)	No			150		
4.01	Any other Charges etc. (if required / applicable)	Lot			1		
	<u>All items must be offered on F.O.R. / DDP C-DAC, PUNE Basis</u> <u>Individual Lowest Prices will be considered for ordering.</u>						

(END OF SECTION VI)



ANNEXURE – A: COVERING LETTER

Date:

To:

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

Subject: Submission of bid for Supply of Components

Dear Sir,

We, the undersigned, offer to supply Components viz. Intel Processor / Memories / SSD-NVMe etc., in response to your Tender No **CDACP/NSM-RUDRA-COMPONENTS/2020/311**. We hereby submitting our proposal for same, which includes Technical bid and the Financial Bid on www.eprocure.gov.in/eprocure/app.

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

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

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

We hereby declare that the Components ordered will be supplied within six weeks positively.

We undertake, that a PBG of 10% of the each order(s) value will be submitted in case C-DAC decides to place any Purchase Order(s)

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

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

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

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

Yours sincerely,

Authorized Signatory:

Name and Title of Signatory:

e-mail:

Mobile No:



ANNEXURE – B: AUTHORITY LETTER

Date:

To:

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

Subject: Authority Letter

Reference: Tender No **CDACP/NSM-RUDRA-COMPONENTS/2020/311**.

Dear Sir,

We, M/s _____ (Name of the bidder) having registered office at _____
(address of the bidder) herewith submit our bid against the said tender document.

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

Specimen Signature:

The undersigned is authorised to issue such authorisation on behalf of us.
For M/s _____ (Name of the bidder)

Signature and company seal

Name

Designation

Email

Mobile No.



ANNEXURE C – UNDERTAKING BY PRINCIPAL MANUFACTURER
(To be submitted in Original on Letterhead-For Workstations)

Date:

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

Subject: Undertaking by Principal Manufacturer against tender no. **CDACP/NSM-RUDRA-COMPONENTS/2020/311** for Supply of **Components viz. Intel Processor / Memory/ SSD-NVMe etc.**

Dear Sir,

We, M/s _____ (*Name of the manufacturer*) having registered office at _____ (*address of the manufacturer*) by virtue of being manufacturer for _____ (*Name of the product/s*), hereby certify that M/s _____ (*Name of the bidder*) having their office at _____ (*Address of bidder*) are our Authorised partner/distributor/dealer and to submit offer, supply and provide after sales support for our range of products offered by them to meet the above mentioned tender requirements, at same cost, terms and conditions.

Within the scope of requirement as per the tender mentioned above, we undertake to provide technical & other support towards fulfilling the requirements of installation, acceptance criteria and product warranty services of the components to be supplied and installed at C-DAC/ Client's site by M/s. (*Name of bidder*) against said tender.

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

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

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

Signature & company seal

Name

Designation

Email

Mobile No.



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

To,

**Centre for Development of Advanced Computing
Pune University Campus
Ganesh Khind, Pune – 411 007**

BANKS GUARANTEE NO:

DATE:

Dear Sir(S)

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

The conditions of this order provide that the vendor shall,

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

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

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

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

This undertaking guarantee shall be in addition to any other undertaking or guarantee or security whatsoever the that C-DAC may now or at any time have in relation to its claims or the supplier's obligations/liabilities under and / or in connection with the said contract and C-DAC shall have the full authority to take recourse to or enforce this undertaking guarantee in preference to the other



undertaking or security (ies) at its sole discretion and no failure on the part of C-DAC in enforcing or requiring enforcement of any other undertaking or security shall have the effect of releasing the bank from its full liability hereunder.

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

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

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

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

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

Your right to recover the said sum of Rs. _____/- (Rupees _____ only) from us in manner aforesaid will not be affected/ or suspended by reason of the fact that any dispute or disputes have been raised the said M/s _____ (Name of Vendor) and/ or that any dispute or disputes are pending before any officer, tribunal or court or Arbitrator.



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

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

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

Notwithstanding anything contained herein:

- A. Our liability under this guarantee shall not exceed Rs _____ (in words)
- B. This bank guarantee shall be valid up to _____ & unless a suit for action to enforce a claim under guarantee is filed against us within six months from the date of expiry of guarantee. All your rights under the said guarantee shall be forfeited and we shall be relieved and discharged from all liabilities there after i.e. after six months from the date of expiry of this Bank guarantee
- C. We are liable to pay the guaranteed amount or any parts thereof under this bank guarantee only and only if you serve upon us a written claim or demand or before _____
- D. The Bank guarantee will expire on (Min 14/26/62 months from the date of successful installations of the items in the order) _____

Granted by the Bank

(SEAL)

For (Name of Bank)

Yours faithfully,

SEAL OF THE BANK
Authorised Signatory

Date:

Seal:



ANNEXURE E – EMD UNDERTAKING

Date:

To:

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

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

Dear Sir,

We, the undersigned, offer to Supply the **components** as per tender at C-DAC, Pune, in response to your Tender No CDACP/NSM-RUDRA-COMPONENTS/2020/311. We are hereby submitting our proposal for same, which includes Technical bid and the Financial Bid through www.eprocure.gov.in. As a part of eligibility requirement stipulated in said tender document, we hereby submit a declaration in lieu of Earnest Money Deposit (EMD), as given below:

1. Our bid shall remain valid for 120 days from the date of submission and that we will not withdraw or modify our bid during the validity period,
2. In case, we are declared as successful bidder and an order is placed on us, we will submit the acceptance in writing within 7 days of placement of order on us.
3. In case, we are declared as successful bidder and an order is placed on us, we undertake, to submit a Security Deposit of 5 % of the order value, as per terms stipulated in the tender.
4. 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.**
5. The undersigned is authorized to sign this undertaking.

Yours sincerely,

Authorized Signatory:

Name and Title of Signatory:

e-mail:

Mobile No:



ANNEXURE F – DOCUMENTS LIST / INDEX

Sr	Description	Page No (s)
1	Annexure-F duly filled and neatly arranged in the following sequence only. The bidder must submit all the documents as per Document Checklist – Annexure F, with appropriate page nos for the same. The flow of the submitted documents must be in the same order/sequence.	
2	Covering letter, as per Annexure – A .	
3	Authority letter, as per Annexure – B .	
4	Demand Draft towards tender fee of Rs. 2000/- (Rupees Two Thousand Only) (Non-refundable / Non-Exempted).	
5	Demand draft/BG towards Earnest Money Deposit or Annexure-E	
6	A copy of Certificate of Incorporation, Partnership Deed / Memorandum and Articles of Association / any other equivalent document showing date and place of incorporation, as applicable, in support of eligibility criteria.	
7	Copies of PAN and GST registration certificates, as applicable.	
8	The detailed technical solution offered as per format given in Section – IV / V .	
9	Unpriced FINANCIAL BID as per Section – VI (without rate/prices)	
10	Compliance statement indicating the compliance of the items, equipments, solution offered with the tender specifications.	
11	The copies of audited Profit and Loss Accounts OR the certificate from a Chartered Accountant certifying the annual sales turnover of the bidder for the last 3 financial years.	
12	The undertakings from the Principal Manufacturers (OEMs) of equipments/ items offered as per Annexure – C .	
13	Other documents necessary in support of eligibility criteria, product catalogues, brochures etc.	
14	The bidder must submit all the documents as per Document Checklist – Annexure F , with appropriate page nos for the same. <u>The flow of the submitted documents must be in the same order.</u>	
15	The bidder must not be blacklisted by any Govt. Organizations as on date of submission of the bids. A certificate or undertaking to this effect must be submitted (Annexure – A).	
e-Pkt-2	PRICE BID IN B.O.Q. FORMAT IN FINANCIAL BID (EPACKET-2)	



ANNEXURE (MANDATORY Declaration/Undertaking- As per below Notification, as applicable.)

F.No.6/18/2019-PPD

Ministry of Finance
Department of Expenditure
Public Procurement Division
(Dt. 23 July 2020)

Restrictions under Rule 144(xi) of the General Financial Rules (GFRs) 2017

Annex I: Competent Authority and Procedure for Registration

- A. The Competent Authority for the purpose of registration under this Order shall be the Registration Committee constituted by the **Department for Promotion of Industry and Internal Trade (DPIIT)***.
- B. The Registration Committee shall have the following members*:
 - i. An officer, not below the rank of Joint Secretary, designated for this purpose by DPIIT, who shall be the Chairman;
 - ii. Officers (ordinarily not below the rank of Joint Secretary) representing the Ministry of Home Affairs, Ministry of External Affairs, and of those Departments whose sectors are covered by applications under consideration;
 - iii. Any other officer whose presence is deemed necessary by the Chairman of the Committee.
- C. DPIIT shall lay down the method of application, format etc. for such bidders as stated in para 1 of this Order.
- D. On receipt of an application seeking registration from a bidder from a country covered by para 1 of this Order, the Competent Authority shall first seek political and security clearances from the Ministry of External Affairs and Ministry of Home Affairs, as per guidelines issued from time to time. Registration shall not be given unless political and security clearance have both been received.
- E. The Ministry of External Affairs and Ministry of Home Affairs may issue guidelines for internal use regarding the procedure for scrutiny of such applications by them.
- F. The decision of the Competent Authority, to register such bidder may be for all kinds of tenders or for a specified type(s) of goods or services, and may be for a specified or unspecified duration of time, as deemed fit. The decision of the Competent Authority shall be final.
- G. Registration shall not be granted unless the representatives of the Ministries of Home Affairs and External Affairs on the Committee concur*.
- H. Registration granted by the Competent Authority of the Government of India shall be valid not only for procurement by Central Government and its agencies/ public enterprises etc. but **also for procurement by State Governments and their agencies/ public enterprises etc. No fresh registration at the State level shall be required.**

- I. The Competent Authority is empowered to cancel the registration already granted if it determines that there is sufficient cause. Such cancellation by itself, however, will not affect the execution of contracts already awarded. Pending cancellation, it may also suspend the registration of a bidder, and the bidder shall not be eligible to bid in any further tenders during the period of suspension
- J. For national security reasons, the Competent Authority shall not be required to give reasons for rejection / cancellation of registration of a bidder.
- K. In transitional cases falling under para 3 of this Order, where it is felt that it will not be practicable to exclude bidders from a country which shares a land border with India, a reference seeking permission to consider such bidders shall be made by the procuring entity to the Competent Authority, giving full information and detailed reasons. The Competent Authority shall decide whether such bidders may be considered, and if so shall follow the procedure laid down in the above paras.
- L. Periodic reports on the acceptance/ refusal of registration during the preceding period may be required to be sent to the Cabinet Secretariat. Details will be issued separately in due course by DPIIT.

[* Note:

- i. In respect of application of this Order to procurement by/ under State Governments, all functions assigned to DPIIT shall be carried out by the State Government concerned through a specific department or authority designated by it. The composition of the Registration Committee shall be as decided by the State Government and paragraph G above shall not apply. However, the requirement of **political and security clearance as per para D shall remain and no registration shall be granted without such clearance.**
- ii. Registration granted by State Governments shall be valid only for procurement by the State Government and its agencies/ public enterprises etc. and shall not be valid for procurement in other states or by the Government of India and their agencies/ public enterprises etc.]

Annex III

Clause / Certificate to be inserted in tenders

Clauses for Tenders

- I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.
- II. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- III. "Bidder from a country which shares a land border with India" for the purpose of this Order means: -
 - a. An entity incorporated, established or registered in such a country; or
 - b. A subsidiary of an entity incorporated, established or registered in such a country; or
 - c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - d. An entity whose *beneficial owner* is situated in such a country; or

- e. An Indian (or other) agent of such an entity; or
 - f. A natural person who is a citizen of such a country; or
 - g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above
- IV. The *beneficial owner* for the purpose of (iii) above will be as under:
- 1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.
Explanation-
 - a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. of shares or capital or profits of the Company;
 - b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
 - 2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
 - 3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
 - 4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
 - 5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- V. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
- VI. [To be inserted in tenders for Works contracts, including Turnkey contracts] The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered

with the Competent Authority.

Certificate for Tenders (for transitional cases as stated in the Order)

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I hereby certify that this bidder is not from such a country and is eligible to be considered."

Certificate for Tenders

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]"

Certificate for Tenders for Works involving possibility of sub-contracting

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]"

Please also refer the latest guidelines [No.P-45021/112/2020-PP(BE-II)(E-43780) Government of India Ministry of Commerce and Industry Department for Promotion of Industry and Internal Trade (Public Procurement Section)] w.r.t. the above OM, which is applicable for the tender. Submit the undertaking w.r.t. **Registered / Not Registered with DPIIT**

(END OF DOCUMENT)