

GOVERNMENT OF INDIA
MINISTRY OF DEFENCE
DEFENCE RESEARCH & DEVELOPMENT LABORATORY,
P.O. KANCHANBAGH, HYDERABAD 500 058 (AP), INDIA

GLOBAL TENDER NOTICE

GRAMS : MISLAB

TELEPHONE +91-040-24583228

FAX NO. +91-040-24340078/24583214

TENDER NOTICE NO. NO:DRDL/24/07P/18/0323/CMM-II

1. The Director DRDL on behalf of the President of India desires to procure following Stores from original Manufacture(s)/Accredited supplier(s).

Sl.No.	TENDER REFERENCE NO.	DESCRIPTION	UNIT OF MEASURE	QTY
1.	DRDL/24/07P/18/0323/CMM-II	HIGH PERFORMANCE COMPUTING SYSTEM (Technical Specifications, Scope of Work, ATP and QA/QT Plan as per Annexure-I, II,III and IV)	NO.	01

2. The bids are to be submitted in Two – Bid pattern i.e. “Techno –Commercial Bid and Price Bid” in two separate sealed covers distinctly marked accordingly and sealed inside a single envelope which should be duly super scribed with tender notice reference No. due date and due time. Two bids i.e., Techno-Commercial Bid and Price bid should be identical in all respects except that the Techno – commercial Bid should have blank space at the places where prices have been stated in the price bid. Bids not received accordingly will not be accepted.
3. Price of Tender Documents : Rs.500/- respectively (Equivalent FE for Foreign Vendor)
 Earnest Money Deposit (EMD) : Rs.12,00,000/- respective (Equivalent FE for Foreign Vendor)
 Issue of Tender document : from 01/01/2019 to 27/02/2019
 Acceptance of Offers/Tender : 02/01/2019, Time : 10.00 Hrs
 Opening of Tender (Techno Commercial Bid only) : 01/03/2019, Time : 10.30 Hrs
 Opening of Price Bid : It will be intimated separately
- Quotation should be valid for a period of 150 days from the date of opening.



(S.B. SAKRI)
 TECHNICAL OFFICER 'D'
 FOR HEAD CMM – II
 For Director

REQUEST FOR PROPOSAL (RFP)**(INVITATION OF ONLINE BIDS THROUGH E-PROCUREMENT)**

Tel: 040-24583250/3228
Fax: 040-24583219,24340078

Government of India
Ministry of Defence
Defence Research &
Development Organization
Defence Research &
Development Laboratory
Kanchanbagh P.O.
Hyderabad-500058

Date: 01-JAN-19

Request For Proposal (RFP) Reference No. 24/07P/18/0323/CMM-II

TO

Online Due Date : 28-FEB-19 Due Time : 10:00Hrs
Online Opening Date : 01-MAR-19 Opening Time : 10:30Hrs

Invitation of Bids for Supply / Service of

Sl. No.	Description of Stores / Service	UM	Qty.
1	HIGH PERFORMANCE CLUSTER COMPUTING SYSTEM (TECHNICAL SPECIFICATIONS, SCOPE OF WORK, ATP AND QA/QT PLAN AS PER APPENDIX 'A', 'B' 'C' AND 'D')	NO	1

- Online Bids are invited for supply of items listed in Part V of this RFP as per two Bid System.
- The address and contact numbers for sending Bids or seeking clarifications regarding this RFP are given below:
 - Bids/queries to be addressed to : The Director, DRDL
 - Postal address for sending the Bids : Kanchanbagh P.O., Hyderabad-500058
 - Name and Designation of Contact Officer : VAIBHAV SHAH SC E
 - Telephone number(s) of the contact Officer : 040-24583317
 - Fax number(s) : 040-24340037
 - e-mail ID of contact Officer : webhaw@gmail.com
 - e-mail Copy to be sent to : head_cmm2@drdl.drdo.in
- This RFP is divided into 7 parts as follows:
 - Part I(A)** contains **General Information and Instructions for the Bidders** about the RFP such as the time, place of submission and opening of tenders, Validity period of tenders, etc.
 - Part I(B)** contains **Instructions for Online Bid Submission**
 - Part II(A)** Contains **Standard Terms and Conditions of RFP**, which will form part of the Contract/Supply Order (herein after referred as the Contract) with the successful Bidder(s).
 - Part II(B)** contains **Summary of DRDL Commercial Terms for Supplies**
 - Part III** Contains **Special Terms and Conditions** applicable to this RFP and which will also form part of the Contract with the successful Bidder(s).
 - Part IV** Contains **Vendor Qualification Criteria**.
 - Part V** Contains **Details of the Store(s)/Service(s) Required** e.g. Technical Specifications, Delivery Period, Mode of Delivery, Consignee details etc.
 - Part VI** Contains **Evaluation Criteria of Bids**.
 - Part VII** Contains **Format of Price Bid**. Price bid needs to be printed on one side of paper only.

4. This RFP is being issued with no financial commitment and the Buyer reserves the right to change or vary any part thereof or foreclose the procurement case at any stage. The Buyer also reserves the right to disqualify any vendor, should it be necessary, at any stage on grounds of National Security
5. You may contact The Director, DRDL, Kanchanbagh, Hyderabad-500058 for any grievance related to bidding condition, bidding process and/or rejection of bid. With regard to bidding condition, this shall be done in writing at least seven days in advance of the stipulated date of submission of bid.

Yours Sincerely,



HEAD CMM-II
For Director
For & on behalf of president of India

PART-I(A) General Information and Instructions

- 1 **Pre-bidConference:** A pre-bid meeting will be held at 10.30 hrs on 17/01/2019(date) at DOCD CONFERENCE HALL, DRDL KANCHANBAGH, HYDERABAD (venue) to answer any queries or to clarify doubts regarding submission of proposals. Bidders or their authorized representatives (duly authorised in writing) are invited to attend. This event will not be postponed due to non- presence of your representative. The interested bidders shall attend Pre-bid meeting to discuss the details of scope of work and clarify the doubts of both the parties. Bidders those not attended Pre-bid meeting will not be considered.
- 2 **Last Date and Time for Uploading the Bids:** on 28-FEB-19 at 10:00Hrs. (TWO BID System)
- 3 **Location of the Tender Box:** At DRDL main gate only for dropping of original documents such as EMD (Bid Security), Tender Fee, Earnest Money for Integrity Pact and signed Integrity Pact documents (if applicable) /Technical Brochure, catalogues if any, where as technical and financial bids to be submitted in electronic mode only through CPP Portal.
- 4 **Manner of Uploading the Online Bids:** The online two bids (a) Techno-Commercial bid (b) Price bid, shall be filled seperately and uploaded by the due date and time online on CPP-portal (<https://eprocure.gov.in/eprocure/app>) only. Bids sent by FAX or e-mail will not be accepted. Manual Technical and Price bids will not be accepted. The responsibility to ensure this lies with the Bidder.
- 5 **Time and Date for Opening of Bids:** On 01-MAR-19 at 10:30Hrs.
If due to any exigency, the due date for opening of the bids is declared a closed holiday, the bids will be opened on the next working day at the same time or on any other day/time, as intimated by the Buyer.
- 6 **Place of Opening of the Bids:** Bids will be opened online only at DRDL.
- 7 **Marking of Bids:** Envelope containing original documents such as EMD, Tender Fee, Earnest Money for Integrity Pact and signed Integrity Pact document (if applicable) / Technical Brochure, if any, must be clearly marked with Tender Reference No. and Date of opening.
- 8 **Procedure for Submission of Bid:** Bids would be submitted as per standard online e- procurement procedure as per Two bid System. Manual submission of original EMD / Technical Brochure, if any should be sent in an envelope duly marked with tender reference no. and addressed to Director, on or before "Bid submission end date and time". In case Original tender fee and EMD instrument (if applicable) are not received on or before "technical bid opening date and time", bid of such bidders will summarily be rejected.
- 9 **Forwarding Of Bids:** Technical and Price Bids should be submitted by Bidders online only , under their memo / letter pad inter alia furnishing details like TIN, GST number, Bank address with NEFT Account if applicable, etc. and complete postal and email address of their office failing which the bid would not be considered .
- 10 **Clarification Regarding Contents of the RFP:** A prospective bidder who requires clarification regarding the contents of the bidding documents shall notify to the Buyer in writing about the clarifications sought not later than 07 (Seven) days prior to the date of opening of the Bids. Copies of the query and clarifications by the purchaser will be sent to all prospective bidders who received the bidding document from the lab and would be posted on the website.
- 11 **Indian firms need to quote only in Indian Rupees:** An Indian firm can quote in FE on behalf of their OEM only if they are either a 100% subsidiary of the OEM or an Indian Agent of the foreign OEM in accordance with their agency agreement. The firms claiming to be:
 - 1 A 100% subsidiary would be required to produce documentary evidence in support of their claim along with their Techno-Commercial bid failing which their bid would be disqualified.
 - 2 An agent of foreign OEM, for submitting the offer on behalf of OEM, would be required to produce a copy of their agency agreement with their principals and a copy of registration/enlistment with DRDO/Ministry of



Defence/ DGS&D as an Indian agent, if registered/enlisted, along with their Techno-Commercial bid, failing which their bid would be disqualified. It would be mandatory for an Indian agent to get registered/enlisted with DRDO/Ministry of Defence/ DGS&D as an Indian agent of OEM prior to evaluation of their Price bid, failing which their bid also would be disqualified.

- 12 **Validity of Bids:** The Bids should remain valid for 150 days from the last date of submission of online Bids.
- 13 **Modification and Withdrawal of Bids:** If a bidder intends to modify or withdraw his Bid after online submission, it can be done through selection of appropriate option available on the CPP Portal.
- 14 The Government reserves the right to cancel the procurement process at any stage and accept or reject any bid, fully or partially, without assigning any reasons.
- 15 **Earnest Money Deposit (Bid Security):** Bidders are required to upload the scanned copy of Earnest Money Deposit (EMD) instrument, in favour of The Director (Lab Name), (Place), in the currency of their quote for amount of Rs.12,00,000.00 or equivalent along with their online bids. The EMD may be submitted by Indigenous bidder in the form of an Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee. In case of foreign bidder, EMD is to be submitted in the form of appropriate Bank Guarantee from a first class bank of international repute in only Indian Rupees. EMD is to remain valid for a period of forty-five days beyond the final bid validity period. EMD of the unsuccessful bidders will be returned to them, without any interest whatsoever, at the earliest after expiry of the final bid validity and latest on or before the thirtieth day after the award of the Contract. EMD of the successful bidder would be returned without any interest whatsoever after the receipt of Performance Security Bond from them as called for in the Contract. EMD is not required to be submitted by those Bidders who are registered with the Central Purchase Organizations (e.g. DGS&D), National Small Industries Corporation (NSIC), Departments of MoD, other DRDO labs and as per the policy of Government of India in vogue. Such bidders would be required to furnish the relevant documents in their Techno-Commercial bid in support of the claim. The EMD will be forfeited if the Bidder withdraws amends, impairs or derogates from the tender in any respect within the validity period of their tender.
- 16 **Clarification Regarding Contents of the Bids:** During evaluation of bids, the Buyer may, at his discretion, ask the bidder for clarification on his Bid. The request for clarification will be given in writing. No clarification on the initiative of the bidder will be entertained after opening of bid.
- 17 **Rejection of Bids:** Canvassing by the Bidder in any form, unsolicited letter and post- tender correction may invoke summary rejection with forfeiture of EMD. Conditional bids will be rejected. Non-compliance of applicable General Information will disqualify your Bid.
- 18 **Unwillingness to Quote:** Bidders unwilling to quote should ensure that intimation to this effect reaches before the due date and time of opening of the Bid, failing which the defaulting Bidder may be de-registered for the range of items in this RFP, as per the policy in vogue.
- 19 Bidders must submit Quotation pertaining to themselves only except in cases covered under Para 11 above.
- 20 Bids of debarred/blacklisted firms will not be considered for evaluation.
- 21 **Document to be submitted only online with Techno-commercial Bid::** The following documents are uploaded by the Bidder in Cover-1 along with Technical Bid as per the tender document:
 - 1 Signed and Scanned copy of appropriate valid company registration certificate or partnership deed (if applicable), experience certificate as per the tender notice, PAN No and Tender Acceptance Letter (Annexure A)
 - 2 Scanned copy of instrument used to provide Tender Fee and Earnest Money Deposit or Proof of Registration with DRDO/MOD/DGS&D/NSIC etc.

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- 3 Signed and Scanned Copy of the Make and model of all the systems, sub systems and additional items as mentioned in the technical bid.
- 4 Signed and Scanned Copy of legal Agency Agreement/100% Subsidiary Certificate/Registration as an Agent (if applicable). If not applicable kindly upload a pdf document indicating Not Applicable.
- 5 Scanned Copy of Proforma of End User Certificate for Export License (if applicable). If not applicable kindly upload a pdf document indicating Not Applicable.
- 6 Summary of DRDL Commercial Terms for supplies enclosed as Part II (b) shall be duly filled by the bidder and enclose along with Technical Bid.
- 7 Note:
 1. The Original Tender Fees And EMD Instrument Along With Complete Technical Details Such As Brochures, Catalogues And Write-Ups If Any Should Also Be Sent By Post/Courier In An Envelope, Addressed To The Director DRDL, Hyderabad, Positively On Or Before "Bid submission end date".
 2. In case original Tender Fees and EMD instrument (if applicable) are not received on or before "technical bid opening date and time", bid of such vendors will summarily be rejected.
- 22 **Price Bid to be uploaded only online in Cover-2.:** Price bid as per format at Part-VII in the form of BOQ_XXX.xls.
- 23 **Undertaking by the bidder:**
 - 1 We submit the technical compliance statement point wise as per RFP covering all points.
 - 2 We participate in TCEC meetings and we will clarify any technical or commercial points within 7 days from the date of TCEC. Otherwise we agree to the condition for not considering our technical bid for TCEC and CNC.
 - 3 We agree to submit Performance cum Warranty Bond within 5 working days from the date of your intimation.



PART-I(B) Instructions for Online Bid Submission

- 1 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.
- 2 More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app>.
- 3 **REGISTRATION:**
 - 1 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 "Online bidder Enrollment" on the CPP Portal which is free of charge
 - 2 As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
 - 3 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.
 - 4 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.
 - 5 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 DSC's to others which may lead to misuse.
 - 6 Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.
- 4 **SEARCHING FOR TENDER DOCUMENTS:**
 - 1 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.
 - 2 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 tender document.
 - 3 The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.
- 5 **PREPARATION OF BIDS:**
 - 1 Receipt of original EMD Tender fees. Technical details brochure at DRDL before due date for opening of bids. Technical bid or price bid along with scanned copies of EMD, Tender fee and Technical brochures online only.
 - 2 Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
 - 3 Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be

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scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.

- 4 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" or "Other Important Documents" 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.

6 SUBMISSION OF BIDS:

- 1 Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
 - 2 The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
 - 3 Bidder has to select the payment option as "offline" to pay the Tender Fee / EMD as applicable and enter details of the instrument.
 - 4 Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD (Demand draft)/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
 - 5 Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BOQ(excel) format with the tender document, the same is to be filled by all the bidders. Bidders are required to download the BOQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BOQ file is found to be modified by the bidder, the bid will be rejected.
 - 6 The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
 - 7 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. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers public keys.
 - 8 The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
 - 9 Upon the successful and timely submission of bids (ie after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
 - 10 The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.
- #### 7 ASSISTANCE TO BIDDERS:

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- 1 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.
- 2 Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk.

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PART-II(A) Standard Terms and Conditions

The Bidder is required to give confirmation of their acceptance of the Standard Terms and Conditions of the RFP mentioned below which will automatically be considered as part of the Contract concluded with the successful Bidder as selected by the Buyer. Failure to do so may result in rejection of the Bid submitted by the Bidder.

1 **Effective Date of the Contract:** In case of placement of a supply order, the date of the Supply Order would be deemed as effective date. In case a contract is to be signed by both the parties, the Contract shall come into effect on the date of signatures of both the parties on the Contract (Effective Date) or as agreed during negotiations. The deliveries and supplies and performance of the services shall commence from the effective date of the Contract.

2 **Law:** The Contract shall be considered and made in accordance with the laws of the Republic of India and shall be governed by and interpreted in accordance with the laws of the Republic of India.

3 **Arbitration:** All disputes or differences arising out of or in connection with the Contract shall be settled by bilateral discussions. Any dispute, disagreement or question arising out of or relating to the Contract or relating to product or performance, which cannot be settled amicably, shall be resolved by arbitration in accordance with either of the following provisions:

The case of arbitration may be referred to respective CFA or a person appointed by him who will be sole arbitrator and the proceedings shall be conducted in accordance with procedure of Indian Arbitration and Conciliation Act, 1996.

OR

The case of arbitration may be referred to International Centre for Alternative Dispute Resolution (ICADR) for the appointment of arbitrator and proceedings shall be conducted in accordance with procedure of Indian Arbitration and Conciliation Act, 1996.

OR

The case of arbitration may be conducted in accordance with the rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said rules in India. However, the arbitration proceedings shall be conducted in India under Indian Arbitration and Conciliation Act, 1996.

OR

For Central and State PSEs: The case of arbitration shall be referred to the Department of Public Enterprises for the appointment of sole arbitrator by the Secretary to the Government of India in-charge of the Department of Public Enterprises. The Arbitration and Conciliation Act, 1996 shall not be applicable to arbitration under this clause.

OR

For Defence PSUs: The case of arbitration shall be referred to the Secretary Defence (R&D) for the appointment of arbitrator(s) and proceedings.

4 **Penalty for Use of Undue influence:** The Seller undertakes that he has not given, offered or promised to give, directly or indirectly, any gift, consideration, reward, commission, fees, brokerage or inducement to any person in service of the Buyer or otherwise in procuring the Contract or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the Contract or any other contract with the Government of India for showing or forbearing to show favour or disfavour to any person in relation to the Contract or any other contract with the Government of India. Any breach of the aforesaid undertaking by the Seller or anyone employed by him or acting on his behalf (whether with or without the knowledge of the Seller) or the commission of any offers by the Seller or anyone employed by him or acting on his behalf, as defined in Chapter

8/8/2018

IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act, 1986 or any other Act enacted for the prevention of corruption shall entitle the Buyer to cancel the contract and all or any other contracts with the Seller and recover from the Seller the amount of any loss arising from such cancellation. A decision of the Buyer or his nominee to the effect that a breach of the undertaking had been committed shall be final and binding on the Seller. Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the Seller towards any officer/ employee of the Buyer or to any other person in a position to influence any officer/ employee of the Buyer for showing any favour in relation to this or any other contract, shall render the Seller to such liability/ penalty as the Buyer may deem proper, including but not limited to termination of the contract, imposition of penal damages, forfeiture of the Bank Guarantee and refund of the amounts paid by the Buyer.

- 5 **Agents / Agency Commission:** The Seller confirms and declares to the Buyer that the Seller has not engaged any individual or firm, whether Indian or foreign whatsoever, to intercede, facilitate or in any way to recommend to the Government of India or any of its functionaries, whether officially or unofficially, to the award of the contract to the Seller; nor has any amount been paid, promised or intended to be paid to any such individual or firm in respect of any such intercession, facilitation or recommendation. The Seller agrees that if it is established at any time to the satisfaction of the Buyer that the present declaration is in any way incorrect or if at a later stage it is discovered by the Buyer that the Seller has engaged any such individual/firm, and paid or intended to pay any amount, gift, reward, fees, commission or consideration to such person, party, firm or institution, whether before or after the signing of this contract, the Seller will be liable to refund that amount to the Buyer. The Seller will also be debarred from entering into any contract with the Government of India for a minimum period of five years. The Buyer will also have a right to consider cancellation of the Contract either wholly or in part, without any entitlement or compensation to the Seller who shall in such an event be liable to refund all payments made by the Buyer in terms of the Contract along with interest at the rate of 2% per annum above (i) Prime Lending Rate of State Bank of India for Indian bidders, and (ii) London Inter Bank Offered Rate (LIBOR) for the foreign bidders. The applicable rates on the date of opening of tender shall be considered for this. The Buyer will also have the right to recover any such amount from any contracts in vogue with the Government of India.

OR

The Seller confirms and declares in the Techno-Commercial bid that they have engaged an agent, individual or firm, for promotion of their product. In such case, following details are to be submitted in the Techno-Commercial bid:

- a) Name of the Agent
 - b) Agency Agreement between the seller and the agent giving details of their contractual obligation
 - c) PAN Number, name and address of bankers in India and abroad in respect of Indian agent
 - d) The nature of services to be rendered by the agent and
 - e) Percentage of Commission payable to the agent
- 6 **Access to Books of Accounts:** In case it is found to the satisfaction of the Buyer that the Bidder/Seller has violated the provisions of Para 4 and/or Para 5 above to obtain the Contract, the Bidder/Seller, on a specific request of the Buyer, shall provide necessary information/ inspection of the relevant financial documents/information/Books of Accounts.
- 7 **Non-disclosure of Contract Documents:** Except with the written consent of the Buyer/ Seller, other party shall not disclose the Contract or any provision, specification, plan, design, pattern, sample or information thereof to any third party.
- 8 **Withholding of Payment:** In the event of the Seller's failure to submit the Bonds, Guarantees and Documents,

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supply the stores/goods and conduct trials, installation of equipment, training, etc. as specified in the Contract, the Buyer may, at his discretion, withhold any payment until the completion of the Contract.

- 9 **Liquidated Damages:** The Buyer may deduct from the Seller, as agreed, liquidated damages at the rate of 0.5% per week/part thereof, of basic cost (excluding taxes and duties on final product) of the delayed stores which the seller has failed to deliver within the period agreed for delivery in the contract subject to maximum of 10% of the total order value (excluding taxes and duties on final product). In cases where partial delivery does not help in achieving the objective of the contract, LD shall also be levied on the total cost (excluding taxes and duties on final product) of the ordered quantity delivered by the vendor. This will also include the store(s) supplied within the delivery period.
- 10 **Termination of Contract:** The Buyer shall have the right to terminate the Contract in part or in full in any of the following cases
- 1 The store/service is not received/rendered as per the contracted schedule(s) and the same has not been extended by the Buyer.
OR
The delivery of the store/service is delayed for causes not attributable to Force Majeure for more than ___ months after the scheduled date of delivery and the delivery period has not been extended by the Buyer.
 - 2 The delivery of store/service is delayed due to causes of Force Majeure by more than ___ month provided Force Majeure clause is included in the contract and the delivery period has not been extended by the Buyer.
 - 3 The Seller is declared bankrupt or becomes insolvent.
 - 4 The Buyer has noticed that the Seller has violated the provisions of Para 4 (Use of Undue Influence) and/or Para 5 (Employment of Agent) above to obtain the Contract.
 - 5 As per decision of the Arbitration Tribunal.
- 11 **Notices:** Any notice required or permitted by the Contract shall be written in English language and may be delivered personally or may be sent by FAX/email or registered pre- paid mail/ airmail, addressed to the last known address of the party to whom it is sent.
- 12 **Transfer and Sub-letting:** The Seller has no right to give, bargain, sell, assign or sublet or otherwise dispose of the Contract or any part thereof, as well as to give or to let a third party take benefit or advantage of the Contract or any part thereof without written consent of the Buyer.
- 13 **Use of Patents and other Industrial Property Rights:** The prices stated in the Contract shall be deemed to include all amounts payable for the use of patents, copyrights, registered charges, trademarks and payments for any other Industrial Property Rights. The Seller shall indemnify the Buyer against all claims from a third party at any time on account of the infringement of any or all the rights mentioned in the previous paragraphs, whether such claims arise in respect of manufacture or use. The Seller shall be responsible for the completion of the supplies including spares, tools, technical literature and training aggregates irrespective of the fact of infringement of the supplies or any or all the rights mentioned above.
- 14 **Amendments:** No provision of the Contract shall be changed or modified in any way (including this provision) either in whole or in part except when both the parties are in written agreement for amending the Contract.
- 15 **Taxes and Duties:**
- 1 **In respect of Foreign Bidders:** All taxes, duties, levies and charges which are to be paid for the delivery of stores/services, including advance samples, shall be paid by the parties under the Contract in their respective countries. However, the corporate/individual income tax, if applicable, will continue to be paid by the concerned party/individual.
- DRDO is a public funded research institution and has been exempted from the payment of Customs Duty, as per

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the description of stores and conditions thereon, under Customs Notification No. 51/96 as amended. (Applicable where INCOTERM is DDP (destination))

2 In respect of Indigenous Bidders

a) General

- i) If the quoted prices exclude GST or any other Statutory Duties/Taxes, the same must be specifically stated with applicable rates. In the absence of same, it will be presumed that the prices include all such charges and no claim for the same will be entertained.
- ii) If reimbursement of any Duty/Tax is intended as extra over the quoted prices, the Bidder must specifically say so. In the absence of any such stipulation it will be presumed that the prices quoted are firm and final and no claim on account of such duty/tax will be entreated after the opening of tenders.
- iii) If a Bidder chooses to quote a price inclusive of any duty/tax and does not confirm that duty/tax so included is firm and final, he should clearly indicate the rate of such duty/tax and quantum of such duty/tax included in the price. Failure to do so may result in ignoring any request for change of duty/tax at a later date due to any reason whatsoever.
- iv) Any addition to duty/tax and change in any duty/tax upward/downward as a result of any statutory variation in duty/tax taking place within contract terms shall be allowed to the extent of actual quantum of such variation of duty/tax paid by the supplier. Similarly, in case of downward revision in any duty/tax, the actual quantum of reduction of such duty/tax shall be reimbursed to the Buyer by the Seller. All such adjustments shall include all reliefs, exemptions, rebates, concession etc., if any, obtained by the Seller.
- v) TDS as per Income Tax Rules will be deducted and a certificate to that effect will be issued by the Buyer.
- vi) Concessional GST applicable for DRDO procurement as per following Govt. notifications.
 1. Central Govt. notification No.47/2017: Integrated Tax @5%
 2. Central Govt. notification No.45/2017: Central Tax @2.5%
 3. Telangana State notification No.45/2017: State Tax @2.5%

DRDL will issue authorization certification for above concessional taxes for the products/items applicable. The bidder shall agree for concessional GST rates wherever they are applicable.

b) Customs Duty

In case of Third party import:

Custom duty exemption Certificate under 39/96 notification will not be issued by the Buyer. Bidder shall quote amount inclusive of Custom Duty as applicable.

In case of Direct import:

The successful bidder or their authorized rep / freight forwarder would be issued a Customs Duty Exemption Certificate (CDEC) under 51/96 notification at the time of import clearance for the goods being imported against the Contract. Bidder would be required to submit a copy of their order to principal along with principal's acceptance and proforma invoice at least four weeks in advance from the expected date of arrival of goods to this office for issuance of CDEC. However custom duty charges will be reimbursed to the contractor against submission of proforma invoice and submission of proof of payment to customs.

Bidder can clear the goods by their own or through their authorized freight forwarder / clearing agent (any Private or Govt agent).

(OR)

The Consignment will be cleared from customs dept by buyer (DRDL) through any authorized clearing agency having rate contract with buyer. The same maybe confirmed by contractor before the consignment reaches seaport or airport.

Bidder

16 **Denial Clause:** Denial clause informs Seller that the Buyer reserves the right to admit additional payment due to upward revision of statutory levies beyond the original delivery schedule in case Seller fails to deliver the goods as per schedule.

Variations in the rates of statutory levies within the original delivery schedule will be allowed if taxes are explicitly mentioned in the contract/supply order and delivery has not been made till the revision of the statutory levies. Buyer reserves the right not to reimburse the enhancement of cost due to increase in statutory levies beyond the original delivery period of the supply order/contract even if such extension is granted without imposition of LD.

17 **Undertaking from the Bidders:** Bidder/firm/company/vendor will submit an undertaking that in the past they have never been banned / debarred for doing business dealings with Ministry of Defence/Govt. of India/any other Govt. organization and that there is no enquiry going on by CBI/ED/any other Govt. agency against them.



PART-II(B) (TO BE SUBMITTED ALONG WITH TECHNICAL BID)
SUMMARY OF DRDL COMMERCIAL TERMS FOR SUPPLIES

SL. NO.	TERMS	DESCRIPTION	BIDDER REPLY
1	Performance cum Warranty Bond (if warranty applicable) / Security Deposit	10% of order value in form of Bank Guarantee to be given before release of order valid till 60 days beyond completion of warranty period.	
2	Payment Terms	As per Clause No. 9 of part-III Special terms and conditions	
3	Delivery Price	For Indian Bidders: F.O.R. DRDL, Hyderabad (inclusive of packing, forwarding, freight & transit insurance) For Foreign Bidders: CIP Hyderabad (inclusive of packing, forwarding, freight & transit insurance)	
4	GST	Indicate tax rate	
5	Delivery Period including Installation & Commissioning	Indicate in months/weeks	
6	Warranty		
7	Installation & Commissioning	Quote separately, if required	
8	Training	Quote separately, if required	
9	Validity of quotation	90 Days from the date of TEC	
10	Liquidated Damages	Will apply for delay in delivery @0.5% per week subject to maximum of 10% of order value	
11	Inspection	Stage inspection at works followed by final inspection at DRDL	
12	Income Tax	Will be deducted if applicable, as per IT act	
13	Free issue material	Applicable / Not applicable (Please indicate the list). The contractor shall submit FIM B.G for equivalent (100% FIM cost) before collecting FIM from DRDL	
14	Vendor Registration No. and Lab & Valid till	VR copy to be enclosed	
15	ECS details		
16	CPP Login ID		
17	EMD Details		
18	Tender fee details		

Undertaking:

- The above terms and conditions are acceptable to us.
- We M/s _____ hereby certify that we have never been banned/debarred for doing business dealings with Ministry of Defence / Govt of India / any other Govt organisation and that there is no enquiry going on by CBI / ED / any other Govt agency against us.
- We submit the technical compliance statement point wise as per RFP covering all points.
- We participate in TCEC meetings and we will clarify any technical or commercial points within 7 days from the date of TCEC. Otherwise we agree to the condition for not considering our technical bid for TCEC and CNC.
- We agree to submit Performance cum Warranty Bond within 5 working days from the date of your intimation. In case of non submission of Performance cum Warranty Bond within 5 working days, we agree to DRDL Condition that the case can be refloated without considering our Firm.



Signature :
Name :
Company Name
with Seal :

PART-III - Special Terms and Conditions

The Bidder is required to give confirmation of their acceptance of Special Terms and Conditions of the RFP mentioned below which will automatically be considered as part of the Contract concluded with the successful Bidder as selected by the Buyer. Failure to do so may result in rejection of Bid submitted by the Bidder.

- 1 **Apportionment of Quantity:** The Buyer reserves the right to apportion the quantity among ___ bidders in the ratio of ___ starting from Lowest Bidder (L1) and proceeding to Next Higher Bidder and so on subject to their consent to meet the L1's rates as well as terms and conditions, as negotiated. The bidders are requested to submit the price bid catering the need of apportioned quantity as well as total quantity, else the unit cost of the store(s) for total quantity will be considered for the apportioned quantity while evaluating the bid.
- 2 **Performance cum Warranty Bond:**
 - 1 **Indigenous Bidder:** The Seller may be required to furnish a Performance cum Warranty Bond by way of Banker's Cheque / Demand Draft (DD)/Fixed Deposit Receipt/Bank Guarantee (BG), in favour of The Director (Lab Name), (Place), for a sum equal to 10% of the Contract value. The BG should be valid up to 60 days beyond the scheduled date of delivery as per the terms of the contract or warranty period (if applicable). The specimen of BG is available on DRDO website.
 - 2 **Foreign Bidder:** The Seller may be required to furnish a Performance cum Warranty Bond by way of Bank Guarantee (BG) from Seller's Bank through an internationally recognized first class bank, in favour of The Director (Lab Name), (Place), for a sum equal up to 10% of the Contract value. The BG should be valid up to 60 days beyond the scheduled date of delivery as per the terms of the contract or warranty period (if applicable). The specimen of BG is available on DRDO website. The Performance cum Warranty Bond will be forfeited by the Buyer, in case the conditions regarding adherence to delivery schedule and/or other provisions of the contract are not fulfilled by the Seller.
- 3 **Option Clause:** The Contract will have an Option Clause, wherein the Buyer can exercise an option to procure an additional 50% of the original contracted quantity in accordance with the same terms and conditions of the Contract. This will be applicable within the currency of the Contract. It will be entirely the discretion of the Buyer to exercise this option or not.
- 4 **Repeat Order Clause:** The Contract will have a Repeat Order Clause, wherein the Buyer can order for additional quantity up to a maximum of 50%, including order placed under Option Clause, of the originally contracted quantity within six months from the date of supply. The Repeat Order will have rates on not exceeding basis (excluding taxes and duties) while the terms and conditions will remain unchanged. It will be entirely the discretion of the Buyer to exercise the Repeat order or not.
- 5 **Tolerance Clause:** To take care of any change in the requirement during the period starting from issue of RFP till placement of the Contract, Buyer reserves the right to increase or decrease ___ % of the tendered quantity of the required goods without any change in the terms and conditions and rates quoted by the Seller. While awarding the Contract, the quantity ordered can be increased or decreased by the Buyer within this tolerance limit.
- 6 **Purchase Preference Clause:** Not Applicable
- 7 **Transfer of Technology (ToT):** Not Applicable
- 8 **Permissible Time Frame for Submission of Bills:** To claim payment (part or full), the Seller shall

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submit the bill(s) along with the relevant documents within __ days from the completion of the activity/supply (Lab should mention the no. of days and the activity from which the counting will start).

9 Payment Terms:

1 **For Indigenous Seller:** The payment will be made as per the following terms, on production of the requisite documents:

i) 90% payment within 30 days after receipt, acceptance and satisfactory installation of stores/equipment in good condition or the date of receipt of the bill whichever is later. Balance 10% payment will be released after completion of warranty/guarantee period. This can also be released on furnishing a Bank Draft/ Fixed Deposit Receipt/ Bankers Cheque or an irrevocable Bank Guarantee in the prescribed format for the equivalent amount valid for 60 days beyond the duration of such warranty/ guarantee, wherever applicable (in case warranty clause is applicable).

OR

100% payment on successful completion of services/delivery and acceptance of store (in case warranty clause is not applicable).

OR

Stage-wise/Pro rata payments as per the milestone/time described here. (Payment milestone/time shall be identified by the Lab and mentioned here. Last 10% payment to be released after completion of warranty/guarantee period.)

ii) Pro rata payment for the services rendered will be made as per the frequency described here. (The frequency shall be pre-defined by the Lab.)

2 **For Foreign Seller:** i) 90% payment within 30 days after receipt, acceptance and satisfactory installation of stores/equipment in good condition or after receipt of necessary documents warranted by delivery terms. Balance 10% payment will be released after completion of warranty/guarantee period. This can also be released on furnishing an irrevocable Bank Guarantee from first class bank of international repute, for equivalent amount valid for 60 days beyond the duration of such warranty/guarantee, wherever applicable.

OR

100% payment on successful completion of services/delivery & acceptance of store (in case warranty clause is not applicable).

OR

Stage-wise/Pro rata payments as per the milestone/time described here. (Payment milestone/time shall be identified by the Lab and mentioned here. Last 10% payment to be released after completion of warranty/guarantee period.)

ii) Pro rata payment for the services rendered will be made as per the frequency described here. (The frequency shall be pre-defined by the Lab.)

10 **Advance Payments:** Not Applicable

11 **Part Supply and Pro rata Payment:** Not Applicable

12 **Mode of Payment:** Not Applicable

13 **Documents to be Furnished for Claiming Payment:**

1 **Indigenous Sellers:** The payment of bills will be made on submission of the following documents by the Seller to the Buyer:

a) Ink-signed copy of Contractor's Bill.

b) Ink-signed copy of Commercial Invoice / Seller's Bill.

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- c) Bank Guarantee for Advance, if applicable.
- d) Guarantee/ Warranty Certificate, if applicable.
- e) Performance Warranty Bond/ Indemnity Bond, if applicable.
- f) Details for electronic payment viz. Bank name, Branch name and address, Account Number, IFS Code, MICR Number (if these details are not already incorporated in the Contract).
- g) Copy of the Contract and amendments thereon, if any.
- h) Self certification from the seller that the GST received under the contract would be deposited to the concerned taxation authority.
- i) Any other document/ certificate that may be provided for in the Contract.

2 **Foreign Sellers:** In case of payment through Letter of Credit (LC), paid shipping documents are to be provided to the Bank by the Seller as a proof of dispatch of goods as per contractual terms /LC conditions so that the Seller gets payment from LC. The Bank will forward these documents to the Buyer for getting the goods/stores released from the Port/Airport. However, where the mode of payment is DBT, the paid shipping documents are to be provided to the paying authority by the Buyer. Documents will include:

- a) Clean on Board Airway Bill/Bill of Lading
- b) Original Invoice
- c) Packing List
- d) Certificate of Origin from Seller's Chamber of Commerce, if any.
- e) Certificate of Quality and year of manufacture from OEM.
- f) Dangerous Cargo Certificate, if applicable.
- g) Insurance Policy of 110% value in case of CIF/ CIP contract.
- h) Certificate of Conformity and Acceptance Test at PDI, if any.
- i) Physio-sanitary/ Fumigation Certificate, if any.
- j) Performance Warranty Bond / Warranty Certificate.
- k) Any other documents as provided for in the Contract.

14 **Force Majeure Clause:**

- 1 Neither party shall bear responsibility for the complete or partial non-performance of any of its obligations, if the non-performance results from such Force Majeure circumstances as Flood, Fire, Earth Quake and other acts of God as well as War, Military operations, blockade, Acts or Actions of State Authorities or any other circumstances beyond the parties control that have arisen after the conclusion of the present contract.
- 2 In such circumstances the time stipulated for the performance of an obligation under the Contract is extended correspondingly for the period of time commensurate with actions or circumstances and their consequences.
- 3 The party for which it becomes impossible to meet obligations under the Contract due to Force Majeure conditions, is to notify in written form to the other party of the beginning and cessation of the above circumstances immediately, but in any case not later than 10 (Ten) days from their commencement.
- 4 Certificate of a Chamber of Commerce (Commerce and Industry) or other competent authority or organization of the respective country shall be considered as sufficient proof of commencement and cessation of the above circumstances.
- 5 If the impossibility of complete or partial performance of an obligation lasts for more than 6 (six)

months, either party hereto reserves the right to terminate the Contract totally or partially upon giving prior written notice of 30 (thirty) days to the other party of the intention to terminate without any liability other than reimbursement on the terms provided in the agreement for the goods received.

15 **Buy-Back:** Not Applicable

16 **Export License:** Not Applicable

17 **Free Issue of Material (FIM):** Not Applicable

18 **Terms of Delivery:** Not Applicable

19 **Packing and Marking Instructions:** Not Applicable

20 **Inspection Instructions:**

1 Post Delivery inspection on receipt of store

2 **Inspection Authority:** The Inspection will be carried out by a representative of the Lab/Estt duly nominated by the Director.

21 **Franking Clause:**

1 **In Case of Acceptance of Store(s):** The fact that the goods have been inspected after the delivery period and passed by the Inspecting Officer will not have the effect of keeping the contract alive. The goods are being passed without prejudice to the rights of the Buyer under the terms and conditions of the Contract.

2 **In Case of Rejection of Store(s):** The fact that the goods have been inspected after the delivery period and rejected by the Inspecting Officer will not bind the Buyer in any manner. The goods are being rejected without prejudice to the rights of the Buyer under the terms and conditions of the contract.

22 **Claims:**

1 The quantity claims for deficiency of quantity and/ or the quality claims for defects or deficiencies in quality noticed during the inspection shall be presented within 45 days of completion of inspection.

2 The Seller shall collect the defective or rejected goods from the location nominated by the Buyer and deliver the repaired or replaced goods at the same location, within mutually agreed period, under Seller's arrangement without any financial implication on the Buyer.

23 **Warranty:**

1 The Seller will declare that the goods, stores articles sold/supplied shall be of the best quality and workmanship and new in all respects and shall be strictly in accordance with the specifications and particulars contained/mentioned in the contract. The Seller will guarantee that the said goods/stores/articles would continue to conform to the description and quality for a period of 36 months from the date of acceptance/installation of the said goods stores/articles. If during the aforesaid period of 36 months, the said goods/stores are discovered not to conform to the description and quality aforesaid, not giving satisfactory performance or have deteriorated, the Buyer shall be entitled to call upon the Seller to rectify the goods/stores/articles or such portion thereof as is found to be defective by the Buyer within a reasonable period without any financial implication on the Buyer.

2 If the defective part/subsystem/system needs to be taken by the Seller outside Buyer's premises to rectify the defect, Seller shall provide a comprehensive (during transit & storage insurance for repair period) insurance cover of the equivalent amount to the Buyer to cover for the time taken to

rectify the defective goods and deliver the repaired or replaced goods at the same location without any financial implications on Buyer.

24 Product Support:

- 1 The Seller agrees to provide Product Support for the stores, assemblies/sub-assemblies, fitment items, Spares and consumables, Special Maintenance Tools (SMT)/Special Test Equipments (STE) for a minimum period of 8 years including 3 years of warranty period after the delivery.
- 2 The Seller agrees to undertake a Maintenance Contract for a minimum period of 5 years. The seller is required to quote the price for both comprehensive and non-comprehensive maintenance of the equipment after the expiry of warranty period in the price bid.
- 3 Besides mandatory period, the Seller would be bound to give at least two years notice to the Buyer prior to closing the production line so as to enable a life time buy of spares before closure of the said production line.

25 Annual Maintenance Contract (AMC) Clause: Not Applicable

26 Intellectual Property Rights (IPR): Not Applicable

27 Liability Clause:

- 1 Any damage caused to the property or suffered by the personnel of Buyer during the execution of Contract shall remain the liability of the Buyer. Such liability shall be fixed on Seller in case of grossly negligent act or omission on the part of Seller.
- 2 This provision is limited to the relations between the Parties. It is without prejudice to the rights and actions to which the victims of damage, or any Social Security Organizations could prevail themselves legally.
- 3 Either party would provide reasonable assistance to resolve the claim of other Party to mitigate loss or damage.

28 Risk and Expense Purchase: In case Seller fails to honor the contractual obligations within the stipulated delivery period and as amended, Buyer may procure the said contracted goods/services through a fresh supply order/contract and the defaulting Seller has to bear the excess cost incurred, if any.

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PART-IV - Vendor Qualification Criteria

The broad criteria for qualifications of bidders should be in the following terms:

- 1 **Technical Capabilities:**
 - 1.The OEM should have at least ten HPC installations in the latest (as on November 2018) list of worlds top 500 HPCs.
 - 2.The OEM should have documentary evidence of purchase order (PO) for successful installation of distributed memory node cluster, with only CPUs, of at least 50TF peak performance, in India in a single order. Please submit three such orders executed in last three years.
 - 3.Only those bidders OEMs fulfilling the following criteria should respond to the tender.
 - 4.The proposal can be submitted either by the OEM themselves or through an Authorized Partner (Bidder). In case of the latter, a certificate of authorization by the OEM needs to be provided ensuring maintenance supports (both hardware and software supports) during warrantee and post warrantee AMC.
 - 5.The bidder and OEM (both) should have local support in Hyderabad.
 - 6.In case OEMs, who does not deal with the customers directly, the Authorized partner (Bidder), chosen by the OEM, should have at least one 20 TFlops CPU based HPC installation and maintenance within India (only Govt, organizations / PSU / Govt, educational institutes) in last three years. Supporting documents such as POs to be enclosed along with tender. In case, bidder fails to do maintenance for three years, it is OEM responsibility to complete the warrantee and AMC period.
 - 7.If the bidder, chosen by OEM, does not have required prior experience then OEM will be responsible for installation, commissioning and maintaining the proposed HPC during warrantee and AMC period. All the mentioned activities should only be carried out by OEMs Engineer only.
 - 8.Bidder and OEM must agree for a mutually agreed TRIPARTITE agreement between DRDL, Bidder and OEM. Document must be signed before placement of Order. Supply order will not be placed until TRIPARTITE agreement is executed.
 - 9.Building and commissioning Blade cluster (e.g. NVidia GPU K40, K80 and Xeon Phi based system) is not considered as prior experience at all.
 - 10.Vendor should build the system (both the hardware and software integration) on-site strictly.
 - 11.During the time of supply of the hardware, the latest Processor available at that time should be supplied if there are no extra cost implications.
 - 12.Compatibility of all Hardware including UPS and Software should be strictly ensured and maintained. No incompatibility either during building, installation, commissioning and maintenance is allowed.
 - 13.UPS related software for auto-switch off and other user specified UPS settings required for smooth booting and shut-down should be established in the system by the vendor in coordination with the user.
 - 14.Noise according to ISO 7779 (ECMA 74) and ISO 9296 (ECMA 109) and Vendor has to submit COC from OEM.
- 2 **Manufacturing Facilities:** Not Applicable
- 3 **Financial Capabilities:** Should have minimum (30% of order value) financial resources to execute the order.
Atleast two numbers of such type of contracts executed in past.
- 4 **Management Capabilities:** OEM should have Quality Management System, Quality Control System etc.
Vendor should comply of delivery schedule of the supply and installation of the complete system.

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[Signature]



PART-V - Essential Details of Items/Services Required

1 **Schedule of Requirements:** Details are Attached in Appendix B, Bill of Materials

Name/Description of Item(s)/Service(s)	Qty required
HIGH PERFORMANCE CLUSTER COMPUTING SYSTEM	1

2 **Technical Details:**

- 1 **Specifications/Drawings:** Details are Attached in Appendix A, Specifications of HPC
- 2 Training on starting of system, basic commands for system usage, job submission, remote monitoring, system shutdown, etc to be provided for 10 people for a day. Training material is to be provided.
- 3 Details are Attached in Appendix D, Scope of Work
- 4 Details are Attached in Appendix E, Acceptance Test Plan

3 **Complaints:** Bidders are required to furnish clause by clause compliance of specifications bringing out clearly the deviations from specification, if any. Bidders are advised to submit compliance statement for the technical parameters separately in the following format along with the Techno-Commercial Bid:

Para of RFP specifications (item-wise)	Specifications of item offered	Compliance to RFP specifications whether Yes / No	Remarks (In case of non-compliance, deviation from RFP to be specified in unambiguous terms. In case of compliance, catalogue/brochure reference, if available, to be indicated)

For Commercially-Off-The-Shelf (COTS) items, it is mandatory to enclose catalogue/technical brochure to support the claims of compliance.

- 4 **Delivery Period:** Expected Delivery Period for supply of items/rendering services would be 3 MONTHS from the Effective Date of the Contract. Please note that the Contract can be cancelled unilaterally by the Buyer in case items are not received within the contracted delivery period. Extension of contracted delivery period with/ without LD clause will be at the sole discretion of the Buyer.
- 5 **INCOTERMS for Delivery and Transportation (for Foreign Bidders only):** Unless otherwise specifically agreed to by the Buyer and the Seller and incorporated in the Contract, the applicable rules and regulations for transportation of goods from foreign countries will be as per the contemporary version of International Commercial Terms (INCOTERM 2010) evolved by International Chamber of Commerce, Paris.
- 6 **Consignee details:** Name: _____
 Address: _____
 Contact details: _____






PART-VI - Evaluation Criteria of Bids

- 1 **Evaluation and Acceptance Process:** The bid will be considered and selected based on instructions contained in Part I (A) and Part I (B) of the RFP for further evaluation of bids as per sequence given below:
 - 1 **Techno-Commercial Bid Evaluation:** Bids will be evaluated based on vendor qualification requirement as per Part IV of RFP, if applicable, and bids of the qualified bidders will be considered for further evaluation as mentioned in Part V of the RFP.
 - 2 **Price Bid Evaluation:** The Price bid of those bidders whose Techno-Commercial bid (if applicable) has been accepted will be opened and comparative statement will be prepared. The best acceptable bid will be decided upon the lowest price quoted by the particular Bidder as per the Price Format given at Part VII of the RFP.
- 2 **Procedure for Cost Comparison:** The basis for comparison of cost in different situations would be as follows:
 - 1 The financial bids of the qualified bidders will be compared on the basis of price quoted in the price bid format of the RFP/Bid document.
 - 2 If the competition is only among Indian bidders, the financial comparison should be considered on the basis of FOR destination prices excluding statutory levies, taxes and duties payable on final product.
 - 3 If the competition is among Indian and foreign bidders, the CIP/CIF cost quoted by the foreign bidders at destination port will be basis of comparison with the basic cost (FOR destination basis) offered by Indian bidders excluding statutory levies, taxes and duties payable on final product.
 - 4 In import cases, all the foreign quotes will be brought to a common denomination in Indian Rupees by adopting the exchange rate as BC selling rate of the State Bank of India on the date of the opening of Price Bids.
 - 5 If competition is among foreign bidders, the basis for comparison should be the CIF/CIP price (designated port). If CIF/CIP price is not available, additional 10% of FCA/FOB cost over and above quoted FCA/FOB cost to be loaded for comparison purpose only.
 - 6 The Buyer reserves the right to evaluate the offers received by adopting Discounted Cash Flow (DCF) method with a discounting rate in consonance with the existing Government borrowing rate. DCF method would be used for evaluation of bids in the following cases:
 - i) To compare different payment terms, including advance payments and progressive stage payments so as to bring them to a common denomination for determining lowest bidder.
 - ii) To deal with cases where entering into AMC for period in excess of one year is a part of the contract for evaluation of the bid.
 - 7 **Net Present Value (NPV):** NPV method is a variant of DCF method which may be used for evaluation of tenders. The NPV of a contract is equal to the sum of the present values of all the cash flows associated with it. When choosing among the various bids, the bid with the lowest NPV will be selected. The following formula may be used for calculating NPV of a bid:

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$$NPV = \sum_{t=0}^N \frac{A_t}{(1+i)^t}$$

Where

A_t : Expected cash flow at time t

t : Time of expected cash flow

N : Total period

i : Discount rate

- 8 Discount rate to be used under the method is to be the Prime Lending Rate of State Bank of India on the Date of Opening of Price Bids.
- 9 If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price will prevail and the total price will be corrected accordingly.
- 10 If there is a discrepancy between words and figures, the amount in words will prevail for calculation of price.
- 3 The best acceptable bid will be considered further for placement of the Contract after price negotiation as decided by the Buyer.

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PART-VII - Price Bid Format

1 **Price Bid Format (to be used for L1 determination):** The Price Bid Format may seek following details from the Bidders:

1 Basic cost of the item/items:

S.I No.	Description of Item	Unit Cost (Currency)	Qty	Total Cost (Currency)

* Total Cost in Figures and words should be mentioned without which bids will be rejected.

- 2 Accessories
- 3 Packing and Forwarding Charges
- 4 Transit Insurance Charges
- 5 Non Recurring Expenditure (NRE)
- 6 Installation / Commissioning Charges
- 7 Training
- 8 Technical Literature/Documentation
- 9 Transfer of Technology Cost
- 10 Tools
- 11 Extended Comprehensive Warranty Cost (in addition to standard warranty to cover RFP requirement)
- 12 Any other Item (Overheads / Other Costs)
- 13 Sub Total

2 **Additional information in Price Bid on Taxes and Duties (not in scope of L1 determination):**

- 1 Is GST extra?
- 2 If yes, then mention following:
 - a) Total value on which GST is leviable:
 - b) Please refer clause no 15 of PART-II(A) of RFP before quoting GST
 1. Integrated Tax @
 2. Central Tax @
 3. State Tax @
 - c) Total value of GST leviable:
- 3 Is Custom Duty Exemption (CDE) required:
- 4 If yes, then mention the following:
 - a. Custom notification number under which CDE can be given (enclose a copy)
 - b. CIF value of stores to be imported
 - c. Rate of Customs Duty payable
 - d. Total amount of Customs Duty payable
- 5 Any other Taxes / Duties:
- 6 Grand Total (Sub Total + GST):
- 7 Comprehensive AMC cost (beyond warranty period specified in RFP)
- 8 Non- Comprehensive AMC cost (beyond warranty period specified in RFP)

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TENDER ACCEPTANCE LETTER

(To be filled by Bidder and uploaded in cover 1)

Annexure - A

(To be given on Company Letter Head)

Date:

To,

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No: _____

Name of Tender/Work:

Dear Sir,

1. I / We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site(s) namely:

as per your 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 from Page No. _____ to _____ (including all documents like annexure(s), schedule(s), etc.), which will 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/ organizations related to this tender too have 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/company has not been blacklisted/debarred by any Govt. Department/Public Sector undertaking.
6. I / We certify that all information furnished by the our firm/company 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 said earnest money deposit absolutely.

Yours Faithfully,

(Signature of the Bidder, with Official Seal)

