



प्रगत संगणन विकास केंद्र (सी-डैक)

Centre for Development of Advanced Computing (C-DAC)

(इलेक्ट्रॉनिक्स और सूचना प्रौद्योगिकी मंत्रालय (MeitY), भारत सरकार की एक वैज्ञानिक संस्था)
(A Scientific Society of the Ministry of Electronics & Information Technology (MeitY), Government of India)

**Innovation Park, 34/B/1, Panchawati Rd, Mansarovar, Panchawati,
Pashan, Pune, Maharashtra 411008**

**e-Tender
for**

**Selection of Agency to Provide System Software Administrator (SSA) at Exam
Centres across India, for facilitating various Computer Based Exams (CBE) of
(Indian Navy, Indian Air Force, Indian Coast Guard)**

to be held during [August 2025 – October 2025](#)

Tender no.- CDACP/ACTS-SSA/25-26/436

The Service Provider should serially number and sign every page of its bid right from the first page to the last, including all Annexures / Enclosures / Attachments.

Also, each page of the Tender Document should also be signed to confirm that the Service Provider assimilated the contents of every page of the Tender Document.

All these documents that are the integral part of the bid shall be submitted by the prospective Service Provider.

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SECTION I - ELIGIBILITY CRITERIA

C-DAC intends to select a single service provider to provide System Software Administrators (SSA) for facilitating Computer Based Exam (CBE) to be held during Aug 2025 to Oct 2025 at maximum 225 exam centres across India per exam cycles. The no. of exam centres will vary from exam to exam, based on the registrations for that particular exam.

The details of the Computer Based Exam (CBE) to be conducted in 04 (Four) separate exam cycles on PAN India basis are given below:

Table-I*

#	Description	DCMPR	AFCAT	ICG	STAR
1.	Tentative Exam Dates	06- 11 Aug '25	20-24 Aug '25	15-21 Sep '25	22-28 Sep '25
2.	Candidate Count in Nos	1,52,000	1,10,000	1,50,000	1,40,000
3.	Tentative number of Cities	50	85	75	80
4.	Tentative number of Centres across India	150	210	160	150

***All counts and exam schedule are tentative.**

The Service Provider shall satisfy the following pre-qualification criteria. Bids not complying with eligibility criteria, as enumerated below, will summarily be rejected. This section is in addition to and mandatory over the existing Eligibility Criteria as per GeM.

The service provider needs to provide System Software Administrators (SSA) for facilitating Computer Based Test (CBT) as per the Statement of Work (SoW).

Further, in case of any service missing in the scope of work, the service provider needs to provide such service in order to fulfil the essence of tender scope of work in all respects and there should not be any additional cost to be charged, at a later date.

S No	Clause	Documents required	Submitted	Page
1.	The Bidder should be a proprietorship firm / partnership firm / society registered under Govt. Act / registered company under Companies Act 1956, engaged in the business of similar type of services as on the date of issue of the Notice Inviting Tender. The Bidder should have been operational in India for at least 05 years as on date of submission of bids. Note: For MSME & Start-up Service Providers 50% relaxation shall be applicable. Note: Consortium Bid is not allowed.	Copy of Certification Registration of Incorporation/ MSME /Startup Certificate having year of incorporation details.	Yes/No	
2.	The Bidder shall submit their valid PAN and GST.	Valid copy of certificates.	Yes/No	

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S No	Clause	Documents required	Submitted	Page
3.	<p>The Service Provider must have an Average Annual financial turnover during the last 03 years, ending 31st March 2024, should be at least Rs. 4.00 Crores (Rs. Four crores Only) in Similar Services.</p> <p>Note: For MSME & Startup Service Providers 50% relaxation shall be applicable in turnover.</p>	<p>a) Audited and Certified Balance Sheet & P&L Account of the 03 FYs OR Turnover certificate duly certified by registered CA.</p> <p>b) Acknowledgment of ITRs for last 03 Financial Years.</p>	Yes/No	
4.	The Service Provider should not be blacklisted by any Central / State government / PSUs / any other organization, as on the date of Notice Inviting Tender / Bid Submission.	A signed copy of the undertaking with a seal as per Annexure-2 .	Yes/No	
5.	The Service Provider should have at least 01 valid ISO certification i.e., one of the ISO 27001 / ISO 20000 / ISO 10004 / ISO 9001.	Valid Copy of ISO Certificate(s).	Yes/No	
6.	Bid Security Declaration (BSD) Letter in lieu of EMD.	Bidders must submit a Bid Securing Declaration in the format provided in Annexure-3, in lieu of EMD. Submission of the Bid Securing Declaration Letter is mandatory for all bidders, including MSMEs, Startups claiming EMD exemption, and any other bidders exempted from EMD payment as per GeM provisions. Failure to submit the Bid Securing Declaration along with the online bid document in GeM portal, regardless of the reason for exemption, will result in summary rejection of the bid.	Yes/No	
7.	Service Provider should have executed End-to-End exam work including services of System Software Administrators (SSA) for facilitating activities / exclusive work order for services of SSA for facilitating Exam Related activities directly with any government	Work order copies to be attached with either job completion certificate of the issuing agency or invoice and proof of payment received.	Yes / No	

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S No	Clause	Documents required	Submitted	Page
	department, during the last five (05) years as on day of bidding follows: a) 01 work order with minimum 50,000 candidates in a single exam assignment. b) 01 work order with minimum coverage of 10 cities in a single exam assignment.	Note: a) The current FY's 2024-25 experience will also be considered. b) All the work orders will be considered subject to successful completion of the work without any default / issues as on date of bid issuance date.		

Note:

1. In case any Service Provider is seeking exemption from prior existence and turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
2. No Service Provider should quote any experience from the periods where it was blacklisted by the Central or any State government or Public Sector undertakings.

SECTION II - ADDITIONAL TERMS & CONDITIONS OF THE CONTRACT

SPECIAL CONDITIONS:

This section is in addition to and mandatory over the existing Terms & Conditions as per GeM.

1. In case Service Providers have any query regarding tender, Service Provider shall seek clarification through email to mmg@cdac.in, within 02 days before the notified date for seeking clarifications / pre-bid meeting. Any clarification(s) sought post specified date, will not be entertained.
2. **The Service Providers must provide assurance that they fully comprehend the "Public Examinations (Prevention of Unfair Means) Act, 2024" and commit to adhering strictly to its provisions without any deviation"** as per Annexure-4.

GENERAL CONDITIONS

3. The Service Provider should sign every page of his bid right from the first page to the last including all Annexures / Enclosures / Attachments.
4. Authorization Signatory Letter from owner of the firm designating/authorizing his official to sign tender documents on his behalf.

PERFORMANCE BANK GUARANTEE (PBG)

5. The selected Service Provider(s) is/are required to submit an unconditional and irrevocable Performance Bank Guarantee (PBG) to C-DAC in form of a **Bank Guarantee equal to 05% of the total Contract Value.**
6. Format for submitting the Bank Guarantee is attached herewith as Annexure-5 and should be executed by the Nationalized Bank acceptable to C-DAC.
7. No interest shall be payable by C-DAC on the PBG amount.
8. The required PBG should be submitted to C-DAC within 15 working days from the date of issuance of GeM contract to the successful bidder.
9. PBG should be valid for 15 months from the date of submission of PBG to C-DAC, including the claim period of 03 months.
10. The PBG may be invoked for entire, if the Service Provider backs-out of his obligations as per the contract, including refusal to execute PO or excessive delay in execution of Purchase order or the Service Provider does not carry out the responsibilities as mentioned in the SoW of the Tender. Before invoking the PBG, the Service Provider shall be given written intimation (email or otherwise) with a curing period of not more than 07 days from the date of intimation.
11. In case the selected Service Provider fails to submit performance bank guarantee even after penalty period, C-DAC at its discretion, may cancel the allotment of the contract to the concerned Service Provider and claim all risks & costs associated with for identifying the new service provider.
12. All the terms & conditions, stated in this Tender (and subsequent modifications, if any) will then be applicable to the selected Service Provider. In case, the tenure of servicing is extended beyond

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contract period, the selected Service Provider will be required to extend validity period of the PBG or submit a fresh PBG.

13. In case of extension of the contract by C-DAC due to postponement/reschedule of the current exam cycle, the Service Provider is required to submit a fresh PBG of the same amount or extend the validity period of the submitted PBG to cover the extended validity period of the contract. This should happen within 01 month prior to the expiry of the earlier PBG, unless otherwise intimated by C-DAC.
14. The PBG may be invoked for entire amount if the Service Provider backs-out of his obligations as per this Bid or if the fresh PBG is not received by C-DAC, 01 month prior to the expiry of the earlier PBG; apart from other actions that may be decided by C-DAC.
15. The PBG will be invoked in full in any of following eventualities during the period of contract, after providing the Service Provider a written intimation (email or otherwise) with a curing period of, not more than 7 days from the date of intimation, in the below cases:
 - a) The Service Provider fails to honor expected deliverables in full or part as per the SoW, after work is awarded.
 - b) Any legal action is taken against the Service Provider restricting its operations.
 - c) Any action taken by statutory, legal or regulatory authorities for any breach or lapses which are directly attributable to the Service Provider.
 - d) C-DAC incurs any loss due to the Service Provider's negligence in carrying out the project implementation as per the agreed terms & conditions.
16. The PBG will be returned to the Service Provider upon request after expiry of claim period / Service Provider's performance obligations.
17. In the event of any increase in the contract quantity as per GeM option clause, the Service Provider shall, within seven days of agreeing to such amendment, furnish the amended performance bank guarantee with original validity.
18. Consortium and sub-contracting, is not allowed.
19. The Service Provider shall bear all costs associated with the preparation and submission of its bid and C-DAC will, in no case, be responsible or liable for those costs, regardless of the conduct or outcome of the tender process.
20. The Service Provider is expected to examine all instructions, Forms, Terms and Conditions in the Tender document. Failure to furnish all information required in the Tender document or submission of a tender not substantially responsive to the Tender document in every respect will be at the Service Provider's risk and may result in rejection of his bid.
21. All the documents uploaded should be legible and clear. All the documents uploaded should bear the signature of authorized signatory.
22. Service Providers 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.

23. The offers of those prospective Service Providers which do not meet the statutory requirements are liable to be rejected.
24. Incomplete, Conditional bids / offers will summarily be rejected.
25. C-DAC may terminate the contract if it is found that the agency is black listed on previous occasions by any of the Departments / Institutions / Local bodies / Municipalities / Public Sector Undertakings, etc.
26. Service Providers should take into account the corrigendum from time to time before submitting the online bids. No separate communications will be sent in this regard, by C-DAC or any other office.
27. C-DAC reserves the right to cancel the entire tender / process without assigning any reasons therefore at any stage of tendering before awarding the contract or after awarding the contract also.

INTEGRITY

28. If any case of security breach is found in the service rendered by the service provider at any of the exam centres, the contract of the Service Provider is liable to be terminated and the said Service Provider will be blacklisted for upto 02 years from the C-DAC's bidding process and will render him ineligible to bid for any of the work / assignments / exams by all the C-DAC Centres.
29. At any point of time, if the Service Provider or any of its staff is found to be involved in any malpractices / or any unethical practices, the contract will stand terminated and the said agency will be debarred forever from applying to any proposal of C-DAC in future.

CONFLICT OF INTEREST

30. The Service Provider shall specifically indicate if there is any conflict of interest arising as a result of any share or investment of the C-DAC or any of its centres in the Service Provider.
31. If there is a conflict of interest, the Service Provider(s) must mention such conflict of interest in their bid for evaluation by C-DAC and if requested by C-DAC, give such undertaking as may be required by C-DAC to mitigate any adverse impact of such conflict on the project.
32. The Service Provider shall specifically indicate, if there is any conflict of interest arising if any staff/ official who may be involved in the preparation, negotiation, management or enforcement of the contract has any private interest relevant to the proposal.
33. If there is a conflict of interest, the Service Provider must give undertaking, indemnifying C-DAC and confirming that the existence of any such staff / official will not affect the project. The undertaking on conflict-of-interest Performa is placed as Annexure-6, the same will form a requirement of prequalification criteria.

RIGHT TO AMEND / CANCEL

34. At any time prior to the deadline for submission of proposals, C-DAC may, Suo-moto or in response to the clarification request by a prospective Service Provider, modify the bid document. The amendments to the Bid, if any, will be notified by release of corrigendum notice. The amendments/modifications will be binding on the prospective Service Providers.
35. C-DAC at its discretion may extend the deadline for the submission of bid, if it thinks necessary to do so or if the bid document undergoes changes during the submission period, to give prospective Service Providers time to take into consideration the amendments while preparing their proposals.
36. C-DAC reserves the right to amend the eligibility criteria, scope of service and other details. C-DAC reserves the right to cancel the entire bid without assigning any reasons thereof.

CORRUPT OR FRAUDULENT PRACTICES

37. It is expected that the Service Providers who wish to bid for this project have highest standards of ethics. C-DAC will reject a bid if it determines that the Service Provider recommended for award has engaged in corrupt or fraudulent practices while competing for this contract or later at any point of time.
38. C-DAC may declare a Service Provider ineligible, either indefinitely or for a stated duration, to be awarded a contract, if it at any time determines that the Service Provider was / is engaged in corrupt and fraudulent practices during the award / execution of contract.
39. C-DAC will reject the proposals, or debar the selected Service Provider, if any proof of corrupt or fraudulent practices emerges during emplacement / award /execution of contract / later, or at any point of time.
40. Malpractices in public examinations lead to delays and cancellation of examinations adversely impacting the prospects of millions of youths. **The Service Provider and all of its staff or anyone engaged by the Service provider for the said work, are bound by the Public Examinations (Prevention of Unfair Means) Bill 2024**, to check malpractices and organized cheating in government recruitment exams. The major provisions include but not limited to:
 - a) The Bill aims to prevent “unfair means” in order to “bring greater transparency, fairness and credibility to the public examinations system. The Public Examinations (Prevention of Unfair Means) Bill, 2024 mentions “leakage of question paper or answer key”, “directly or indirectly assisting the candidate in any manner unauthorized in the public examination”, and “tampering with the computer network or a computer resource or a computer system” as offences done by a person, group of persons or institutions, colluded or conspired to facilitate indulgence in any such unfair means.
 - b) The Bill defines service provider (the Service Provider, in our case and any external agencies/staff it hires for the conduct of the said exam) as any agency, organization, body, association of persons, business entity, company, partnership or single proprietorship firm, including its associates, sub-contractors and provider of support of any computer resource or any material, by whatever name it may be called, which is engaged for conduct of public examination.

- c) The bill proposes that any person or persons resorting to unfair means and offenses under this Act shall be punished with imprisonment for a term not less than 03 years but which may extend to five years and with fine up to ₹1 crore.
 - d) Besides these, “creation of fake website to cheat or for monetary gain”, “conduct of fake examination, issuance of fake admits cards or offer letters to cheat or for monetary gain”, and “manipulation in seating arrangements, allocation of dates and shifts for the candidates to facilitate adopting unfair means in examinations” are also among the offences punishable under the proposed law.
41. Such service providers will be barred from being assigned with any responsibility for the conduct of any public examination by C-DAC / otherwise, for a period of 04 years.
42. In addition to this, cost of re-exam and any other cost/damages attributed to this, will be recovered from the Service Provider.

NON-DISCLOSURE

43. All Individuals deployed / associated / interacting with the buyer pertaining to this procurement by the Service Provider will have to be Indian nationals. **The individuals so associated would need to abide by The Official Secrets Act, 1923 and have to individually sign a Non-Disclosure Agreement (to be handed over to the Buyer) at the time of delivery.**

INTERPRETATION OF THE CLAUSES IN THE TENDER DOCUMENT

44. For any interpretation of the above terms and conditions or in the event of any dispute arising out or in connection with this agreement, the same shall be referred to the Centre Head, C-DAC Pune, whose decision will be final and binding on the Service Provider.

TIMELY SUPPORT DURING THE RELEVANT SUPPORT PERIOD-PENALTY

45. If the Service Provider fails to complete the services/supply & installation within the defined time schedule of the exam, a penalty of 0.5% of the overall price of the procurement shall be charged as penalty for each day of delay (or) part thereof by the Service Provider. Service Provider can deposit the penalty with the buyer directly else the Buyer shall have the right to recover all such penalty amount during final settlement of invoices/bills. Cumulative penalty cannot exceed more than 5% of the contract value after which the Buyer shall have the right to get the service/rectification done from alternate sources at the risk and cost of the Service Provider. Service Provider shall be liable to reimburse the cost of such service/rectification to the Buyer
46. The Service Provider shall ensure to provide technically trained SSA manpower at all exam centres. Failure of the same at any exam centre will attract a penalty of **Rs. 10,000/- per person per day**, will attack the Penalty.

COMPLETENESS RESPONSIBILITY

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

RISK AND OWNERSHIP

48. The risk and ownership shall always remain with the selected Service Provider.

ARBITRATION

49. In case any dispute arises between C-DAC and successful service provider with respect to the work assigned, including interpretation of this tender, implementation or alleged material breach of any of its provisions, both the Parties hereto shall endeavor to settle such dispute amicably.
50. Any dispute arising out of or in connection with this agreement, including any question regarding its existence, validity or breach, shall be first addressed through mediation, which shall be conducted by the Centre Head, Pune. The parties agree to participate in good faith in the mediation process and to make reasonable efforts to reach a settlement. If the dispute cannot be resolved through mediation, the parties may proceed with arbitration or litigation as agreed upon in another part of this agreement. The Seat of Mediation will be Pune. The language to be used during the mediation process, will be either Hindi / English.
51. If the Parties fail to bring about an amicable settlement within a period of 60 (Sixty) days, dispute shall be referred to the sole arbitrator mutually appointed by both parties. 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 seat and venue of the arbitration shall be Pune. 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.

FORCE MAJEURE

52. If at any time during the currency of the contract, either party is subject to force majeure, which can be termed as civil disturbance, riots, strikes, tempest, acts of God, Pandemic (COVID etc.) etc. which may prevent either party to discharge the obligation, the affected party shall promptly notify the other party about the happening of such an event. Neither party shall by reason of such event be entitled to terminate the contract in respect of such performance of their obligations. The obligations under the contract shall be resumed as soon as practicable after the event has come to an end or ceased to exist. The performance of any obligations under the contract shall be resumed

as soon as practicable after the event has come to an end or ceased to exist. **If the performance of any obligation under the contract is prevented or delayed by reason of the event beyond a period mutually agreed to, if any, or seven days, whichever is more, either party may at its option terminate the contract.**

JURISDICTION OF COURT

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

CORRESPONDENCE

54. E-mail correspondence will be entertained between the designated persons from both the parties.

AGREEMENT WITH OTHER ORGANIZATION

55. The Service Provider shall not use C-DAC's name with any other party nor permit the use of any services of C-DAC. Violation of this agreement and notwithstanding anything to the contrary this agreement shall ipso facto stand terminated.

CONFIDENTIALITY

56. **Service Provider and all of its staff or any other person directly/indirectly engaged by the Service Provider for this purpose, shall be bound by The Official Secrets Act, 1923.**
57. For the purpose of Confidentiality, it includes their Directors / Promoters/ Employees or Staff of Service Provider / any other person directly / indirectly engaged by the Service Provider for this purpose, and the terms and conditions of the confidentiality shall be applicable to them.
58. Service Provider shall seek the required non-disclosure Agreements from all the concerned persons and provide the copies of the same to C-DAC as and when required.
59. All or Any information pertaining to these activities such as, Software / Hardware/ Candidate details, entire information relating to the examination shall be treated as confidential and Service Provider shall not disclose it to anyone without authorization of C-DAC.
60. Service Provider shall be solely responsible if there is any infringement of confidentiality with respect to data/ information. Service Provider shall solely be liable to C-DAC to make good the entire financial losses and legal responsibilities under relevant and applicable laws.
61. C-DAC reserves rights to recover any loss, damage caused due to the infringement by Service Provider as mentioned above.
62. The successful Service Provider shall obtain declaration from their personnel (employed by them for concerned examination) that none of them have any near relations (such as children, brother, sister, nephew and nieces of self and spouse) as well as anyone on whom they may have any special interest, is appearing in the concerned examination.
63. Any violation in the terms of Agreement and any malpractice noticed at exam centres would lead to disqualification and the Service Provider shall be blacklisted.

64. For any interpretation of the above terms and conditions or in the event of any dispute, in connection with this agreement or any matter relating to the examinations to be conducted, the same shall be referred to the Centre Head, C-DAC, Pune whose decision will be final and binding on the Service Provider.
65. Centre Head, C-DAC Pune holds the right to alter the specifications and terms & conditions, if any.

LIMITATION OF LIABILITY

66. The liability of the successful Service Provider arising out of breach of any terms/conditions of this document or Agreement and addendums/amendments thereto, misconduct, willful default will be limited to the total Agreement value thereof.
67. Notwithstanding anything to the contrary above, no Limitation of Liability will apply to the Service Provider's gross negligence, willful misconduct, fraud or misrepresentation, or for damages arising from, or for any other losses that cannot be excluded or limited by law.
68. In no event C-DAC or its officers, directors, or employees / staff, shall be liable for any form of incidental, consequential, indirect, and special or punitive damages of any kind.

TERMINATION

69. Validity of purchase order will remain till fulfilment of all obligations (including but not limited to providing support till completion) by the successful Service Provider. 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 Service Provider, C-DAC will give written notice to the Service Provider. Service Provider shall take appropriate measures immediately. If the Service Provider fails to comply with the requirements, C-DAC shall have the right to terminate the contract and / or cancel the order/s and / or empanelment of the Service Provider.
70. The successful Service Provider agrees and accepts that he/she shall be liable to pay damages claimed by C-DAC, in the event of termination of contract / cancellation of order, as detailed in this Bid document.
71. C-DAC will release the due amount payable to successful Service Provider towards the material and / or services provided till the date of termination, that are accepted by C-DAC and the Client for which services were rendered. However, the amount towards penalty, if any will be deducted from the account payable and such defaulted Service Provider shall be blacklisted for a period up to 02 years.

INDEMNITY

72. On acceptance of order, the successful Service Provider shall automatically indemnify, protect and save CDAC and end user from/against all third-party claims, losses, costs, damages, expenses, action suits and other proceeding, resulting from/arising out of:
 - a) infringement of any law pertaining to intellectual property, patent, trademarks, copyrights etc. by the Service Provider OR

- b) such other statutory infringements in respect of any of the services rendered by successful Service Provider, OR
- c) any willful misconduct or gross negligence act/omission/ performance/ under or non or part performance/failure of the Service Provider.

ASSIGNMENT

- 73. Selected Service Provider/ 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.

SEVERABILITY

- 74. 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.

FALL CLAUSE

- 75. The Service Provider shall ensure that the prices charged for the Services etc. to be provided by the Service Provider shall in no way exceed the lowest price at which the Service Provider provides services of identical description to any other person/organization during the currency of the contract. If at any time during the currency of the contract, the Service Provider reduces the price of such services to any other person/organization at a price lower than the prices chargeable under the contract, they shall forthwith notify such reduction or sale to the buyer and price agreed to under the contract for the services provided after the date of coming into force of such reduction/sale shall stand correspondingly reduced.
- 76. To comply with the above condition, the Service Provider shall furnish the following certificate along with each bill for payment to the paying authority.
- 77. The price charged for the services provided under the contract by the Service Provider shall in no event exceed the lowest price at which the Service Provider provides the services of identical description to any other person/organization for at least one year from the date of order/contract.
- 78. If at any time, during the said period, the Service Provider reduces the price of such services to any other person/organization at a price lower than the price chargeable under the order/contract, they shall forthwith notify such reduction or services to the buyer and the price payable under the order/contract for the items supplied after the date of coming into force of such reduction or sale shall stand correspondingly reduced.
- 79. The participating Service Providers shall not disclose details of their bids or other details of their e-bids to other Service Providers or indulge in any anti-competitive behavior including price manipulation in violation of Competition Act, 2002, as amended from time to time.

INTEGRITY PACT

80. The pact essentially envisages an agreement between the prospective vendors/bidders and the buyer, committing the persons/officials of both sides, not to resort to any corrupt practices in any aspect/stage of the contract. Only those vendors/bidders, who commit themselves to such a Pact with the buyer, would be considered competent to participate in the bidding process. In other words, entering into this Pact would be a preliminary qualification. The essential ingredients of the Pact include:
- a) Promise on the part of the principal not to seek or accept any benefit, which is not legally available;
 - b) Principal to treat all bidders with equity and reason;
 - c) Promise on the part of bidders not to offer any benefit to the employees of the Principal not available legally;
 - d) Bidders not to enter into any undisclosed agreement or understanding with other bidders with respect to prices, specifications, certifications, subsidiary contracts, etc.
 - e) Bidders not to pass any information provided by Principal as part of business relationship to others and not to commit any offence under PC/IPC Act,
 - f) Foreign bidders to disclose the name and address of agents and representatives in India and Indian Bidders to disclose their foreign principals or associates;
 - g) Bidders to disclose the payments to be made by them to agents/ brokers or any other intermediary,
 - h) Bidders to disclose any transgressions with any other company that may impinge on the anti-corruption principle.
 - i) Integrity Pact, in respect of a particular contract, would be operative from the stage of invitation of bids till the final completion of the contract. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.
81. As per Government of India (Central Vigilance Commission) guidelines, C-DAC and the Service Provider have to sign an Integrity Pact for the high value contracts, for ensuring transparency, equity and competitiveness in public procurement. The Bidder has to sign Pre-Contract Integrity Pact as per format enclosed and to submit along with Bid (Mandatory condition).
82. The Service Provider is required to enter into an Integrity Pact with C-DAC. For this, the Service Provider shall submit the original signed, stamped on Rs.100 non-judicial stamp paper and notarized Integrity Pact as part of Bid as per dates mentioned, failing which, the Proposal submitted by the concerned bidder will be liable to be forthwith and summarily rejected. The format for the Integrity Pact is provided in (Annexure-12).

SECTION III: SPECIAL CONDITIONS OF CONTRACT (SCC)

1. PERIOD OF VALIDITY OF BIDS

The bid / offer validity should be 120 calendar days. C-DAC may ask for the Service Provider's consent to extend the period of validity. Such request and the response shall be made in writing only. A Service Provider agreeing to the request for extension will not be permitted to modify their bid.

2. SELECTION PROCESS

The process of selection of successful Service Provider would be as follows:

- a) Issue of Bid document, containing Scope of Work and request for Bid.
- b) Clarification / Corrigendum (if any).
- c) Submission of Bids/Proposal through GeM portal.
- d) Technical bid opening and Evaluation.
- e) Financial bid opening of the technically qualified Service Providers.
- f) L-1 offer out of the responsive offers will be selected on price criteria and negotiations may be done (if applicable).

3. TECHNICAL BID SUBMISSION

- a) Duly signed and stamped technical bid to be submitted as token of acceptance.
- b) Duly signed and stamped annexure/supporting documents as requested in the tender.

4. PRICE BID SUBMISSION:

The Financial bid to be submitted by the Service Provider should consider the following:

- a) Service Providers must quote the all-inclusive rate in Indian Rupees (INR) for the total BoQ items indicated in the tender and not to quote unit rate.
- b) There should not be any hidden costs for the items quoted.
- c) **The cost indicated in the Financial Proposal shall be deemed as final and reflecting the total cost of services including GST.** Omissions, if any, in costing any item shall not entitle the firm to be compensated and the liability to fulfil its obligations as per the SoW within the total quoted price shall be that of the Service Provider.
- d) C-DAC is not responsible for the arithmetical accuracy of the bid. The Service Providers will have to ensure all calculations are accurate.
- e) C-DAC at any point in time, for reasons whatsoever, is not responsible for any Assumptions made by the Service Provider. C-DAC, at a later date, will not accept any plea of the Service Provider or changes in the financial offer for any such assumptions.
- f) C-DAC is not eligible for any GST concession for this work and C-DAC shall not provide any GST Concessional Certificate against this work order.

5. EVALUATION OF BIDS

5.1 Technical Bid Evaluation

- a) The technical bids submitted by the Service Providers shall be evaluated based on submission of the acceptance towards terms and conditions of the tender along with documents/annexures etc.
- b) Non-submission of any such documents as requested in the Tender may result in technical disqualification of the Service Provider.

5.2 Financial Bid Evaluation

- a) **The Financial bid will contain the financial quote covering total price / fees / cost of undertaking the assignment inclusive of all components and inclusive of GST / applicable taxes for the total number of candidates mentioned in the tender document.**
- b) No upward revision in the price would be considered on any count. The technically qualified bidder who quoted the lowest cost shall be declared as “successful L1 bidder” for award of contract.

5.3 Negotiations

- a) The Service Provider offering lowest Financial Proposal may be invited for negotiations depending on the price reasonability. C-DAC will select the Service Provider with the lowest evaluated total price, L1 and C-DAC reserves the right for negotiation with the L1 Service Provider, if required.

6. AWARD OF CONTRACT

- 6.1 After completion of negotiations (if applicable) with the Service Provider, C-DAC shall release GeM contract on the lowest qualified Service Provider. The selected Service Provider has to submit a Performance Bank Guarantee. If the selected Service Provider fails to submit the Performance Guarantee, within the time prescribed above, action shall be taken as per the terms of Bid Security Declaration Letter against the selected Service Provider and the proposal of selected Service Provider may be rejected.
- 6.2 Once the GeM contract has been generated in favour of successful Service Provider/Letter of Intimation issued to the Successful Service Provider, the Service Provider is expected to commence the Assignment on the date and at the locations as instructed by C-DAC.
- 6.3 In addition to the auto generated GeM contract, successful Service Provider need to execute a separate contract with C-DAC in line with subject tender terms & conditions.

7. WORK EXECUTION PLAN

The exam details to be conducted in four separate exam cycles on PAN India basis are as follows:

Table – II*

#	Description	DCMPR	AFCAT	ICG	STAR
1.	Tentative Exam Dates	06- 11 Aug '25	20-24 Aug '25	15-21 Sep '25	22-28 Sep '25
2.	Candidate Count in Nos	1,52,000	1,10,000	1,50,000	1,40,000
3.	Tentative number of Cities	50	85	75	80
4.	Tentative number of Centres across India	150	210	160	150

* All counts and exam schedule are tentative.

Accordingly, C-DAC intends to select a single service provider to provide System Software Administrators (SSA) for facilitating Computer Based Exam (CBE) to be held as per the schedule given above, covering **maximum 225 exam centres** across India per exam cycles.

Further, the selected Service Provider is required to present their Exam Conduction plan for the aforesaid Four exam cycles and divided into the following items:

- i. **Technical Approach and Methodology:** In this, the Service Provider should explain their understanding of the Scope of Work, Approach, and Methodology for carrying out the activities and achieving the defined milestones.
- ii. **Work Plan:** The proposed work plan should be consistent with the technical approach and methodology showing understanding of the SoW and ability to translate it to a feasible working plan. The service provider must establish a mechanism for sourcing the required infrastructure including trained security personnel at all centres designated by C-DAC across India.
- iii. **Execution plan:** The Service Providers should provide the execution plan that MUST be aligned with the Exam Dates communicated by C-DAC to the Service Provider.
- iv. **Organization and Staffing:** The Service Provider should provide the details of their proposed technical and administrative staff. Police verification & antecedents check of the all the staff should be duly completed. The details of all the members along with their Aadhaar ID / Govt. ID proof & Police Verification report, shall be provided to C-DAC, before each exam.

8. **SHIPPING/ INVOICE DOCUMENTS**

The invoice shall be raised in the name of:

Materials Management Group (MMG), C-DAC Pune

2nd Floor, Innovation Park, 34/B/1, Panchawati Rd, Mansarovar,
Panchawati, Pashan, Pune, Maharashtra – 411008.

SECTION IV - PAYMENT TERMS

Payment Terms

This section is in addition to and mandatory over the existing clauses as per GeM. All payments shall be back-to-back on receipt of requisite amount by C-DAC. The payment for respective category mentioned in Price-Bid will be regulated as follows:

S No	Description/Category	Basis of payment
1	Payment within 30 Business Days after Successful deployment of SSA at all the centres and post successful completion of Mock Exams at all Exam Centres.	50% of the billable value of the respective exam cycle based on actual candidate count.
2	Within 90 Business Days Post Completion of the live exam of the respective exam cycle, if no deficiency is observed from any source whatsoever.	Remaining 50% of the billable value of the respective exam cycle based on actual candidate count.

Note:

1. All payments shall be subject to statutory deductions, wherever applicable. Acceptance of deployment report of SSA by C-DAC, will be final and binding.
2. Since the rate is based on the per-candidate count, the payment shall be settled according to the actual number of candidates as per the Hall Tickets generated, regardless of the indicative count mentioned in the tender.
3. During payment processing, C-DAC will make deductions for any shortfall in the deployment of SSA manpower at the respective centres for each exam cycle, as per the price breakup details submitted by the bidder during the financial evaluation.
4. If any of the examination cancelled out of indicated schedule, no payment shall be made to the Service Provider.
5. No interest will be paid to the Service Provider for the delayed payments, if any, for whatsoever reasons. However, the reason for the delay shall be communicated to the Service Provider intimating the requirement of any additional documents/clarifications in connection with payment process.
6. All taxes deductible at source, if any, at the time of release of payments, shall be deducted at source as per current rate while making any payment.
7. The TDS amount at prevailing rate shall be deducted from the payments to be made to the successful Service Provider. In lieu of the same, TDS Certificate will be provided by C-DAC to the Service Provider.
8. In case any recoveries are due to be made with regard to statutory levies, taxes, penalties and liquidated damages, etc., C-DAC reserves the right to affect the recoveries from the subsequent payments due to the Service Provider. In case no subsequent payments are available, C-DAC reserves the right to forfeit the PBG to recover such recoveries.

Section IV - SAMPLE PRICE-BID (BOQ)

(For reference purpose only. Lump-Sum Rate to be quoted in On-line BOQ only at GeM)

S No	Description	QTY of SSA required for Four cycles of CBE as per Table-I & Table - II.				All-Inclusive-Rate for the projected SSA manpower (including GST and all taxes, allied charges etc.)
		Exam	No. of exam Centres	No. of Days Per Centre	No. of SSA*	
1.	Engaging “System Software Administrator” for facilitating DCMPR, AFCAT, ICG (Officers & Sailors), STAR exam conduction. *03 No. of SSAs manpower has to be deployed at each exam centre, including Travel, Boarding & Lodging.	Exam				The all-inclusive rate to be quoted for total number of SSA in GeM portal under Price Bid Section.
		DCMPR	150	7	450	
		AFCAT	210	5	630	
		STAR	150	7	450	
		ICG	160	7	480	
2.	Auditing of Exam Centres (booked by C-DAC) including Travel, Boarding & Lodging. Audit Report must be submitted for each exam centre before the exam.	Covering 04 Exams	All the Exam centres must be duly Audited as per the Audit Checklist. The checklist must be signed by the Auditor and the Exam Centre Owner/lessee. The duly signed checklist must be provided to C-DAC, before the finalization of exam centres. Approx. 2000 mandays for Exam Centre Audit.			
3.	The Following process should be done through Venue Management Solutions (VMS) to be provided by C-DAC: a) Updating Booking and Auditing data of exam Centres in the VMS software (Pre-Exam) b) Exam Centre -Invoice Collection & Reconciliation of invoice and payment updating in the VMS software (Pre & Post-Exam)	Covering 04 Exams				

No of Days = Readiness Day (1) + Mock days (2) + Exam days (As per Schedule)

Note:

1. The subject CBE to be conducted in 04 separate exam cycles on PAN India basis covering approximately maximum 225 exam centres across India per exam cycles. Accordingly, the service provider needs to provide the SSA, at each exam centre, for each exam cycles.
2. The centre count, exam days mentioned in the above table are tentative and the same may change subject to the number of candidates registered for the respective exams/allocated per exam centre/ both.
3. The bidder needs to provide price-break in the GeM price bid section up for 3-line items mentioned in the BoQ including all cost like logistics, installation, manpower etc., as per the scope of work as against the total amount quoted based on candidate count.
4. In case of any re-examination the same quotes shall be considered.
5. Further, in case of any items/service missing in the scope of work the service provider need to provide such items/service in order to fulfil the essence of tender scope of work in all respects and there should not be any additional cost to be charges at later date.
6. The quoted price should be "all-inclusive rate" including GST, all taxes and allied charges etc. No representation for the enhancement of the prices of the accepted tender or alteration of the terms and conditions will be entertained at any stage. Any changes in GST will be dealt with according to the regulations.
7. Rates should be quoted on-line in GeM Portal "ONLY". Not with/in technical bid and in case of revealing price in the technical bid shall lead for bid rejection.
8. The technically eligible Service Provider who quotes the lowest price will be considered as L1 and awarded the contract.

It is hereby confirmed that we shall abide by all the terms & conditions as specified in this tender.

Signatures of Authorized Signatory with seal

SECTION V - STATEMENT OF WORK

Tentative Exam Schedule:

S. No.	Exam / Activity	DCMPR	AFCAT	ICG (Officers & Sailors)	STAR (AgniveerVayu)
1.	Candidate Count	1,52,000	1,10,000	1,50,000	1,40,000
2.	Deployment of SSAs at all the exam Centre	05th Aug 2025	19th Aug 2025	14th Sep 2025	21st Sep 2025
3.	Exam Centre Readiness	06 th Aug 2025	20 Aug 2025	15 th Sep 2025	22 nd Sep 2025
4.	Mock Exam	07 th - 08 th Aug 2025	21-22 Aug 2025	16 th -17 th Sep 2025	23 rd - 24 th Sep 2025
5.	Main Exam	09th - 11th Aug 2025	23-24 Aug 2025	18th - 21st Sep 2025	25th - 28th Sep 2025
6.	Reserve Day	12 th Aug 2025	n/a	22 nd Sep 2025	29 th Sep 2025
7.	Data Backup and Reconciliation	Within 05 calendar days from the date of exam completion.			

Exam 1: DCMPR (Indian Navy):

The indicative list of the Exam Cities for DCMPR:

S.No.	State Name	City Name
1.	Andaman and Nicobar	Port Blair
2.	Andhra Pradesh	Vijayawada, Visakhapatnam
3.	Assam	Guwahati
4.	Bihar	Patna
5.	Delhi	Delhi / NCR
6.	Goa	Panaji
7.	Gujarat	Ahmedabad
8.	Himachal Pradesh	Shimla
9.	Jammu And Kashmir	Jammu
10.	Jharkhand	Ranchi
11.	Karnataka	Belagavi (Belgaum), Bengaluru
12.	Kerala	Ernakulam, Thiruvananthapuram
13.	Madhya Pradesh	Bhopal, Indore
14.	Maharashtra	Mumbai, Nagpur, Nashik, Pune
15.	Odisha	Bhubaneswar
16.	Punjab	Chandigarh (UT)
17.	Rajasthan	Jaipur
18.	Tamil Nadu	Chennai
19.	Telangana	Hyderabad
20.	Uttarakhand	Dehradun
21.	Uttar Pradesh	Lucknow, Varanasi
22.	West Bengal	Kolkata
23.	Andhra Pradesh	Rajahmundry (Rajahmundry)
24.	Himachal Pradesh	Solan

Exam 2: AFCAT (IAF):

The indicative list of the Exam Cities of AFCAT are as follows:

S.No.	State	City
1.	Andaman and Nicobar	Port Blair
2.	Andhra Pradesh	Tirupati, Vijayawada, Visakhapatnam
3.	Arunachal Pradesh	Itanagar
4.	Assam	Dibrugarh, Guwahati, Jorhat
5.	Bihar	Gaya, Muzzafarpur, Patna
6.	Chandigarh	Chandigarh / Mohali
7.	Chhattisgarh	Bhilai / Durg
8.	Delhi	Delhi and NCR, Ghaziabad, Noida
9.	Goa	Panaji
10.	Gujarat	Ahmedabad, Bhuj, Vadodara
11.	Haryana	Ambala, Faridabad, Gurugram, Hissar, Kurukshetra
12.	Himachal Pradesh	Kangra, Shimla
13.	Jammu and Kashmir	Jammu, Srinagar
14.	Jharkhand	Jamshedpur, Ranchi
15.	Karnataka	Belagavi, Bengaluru, Mangaluru
16.	Kerala	Kannur, Kochi, Thiruvananthapuram, Thrissur
17.	Ladakh	Leh
18.	Madhya Pradesh	Bhopal, Gwalior, Indore, Jabalpur
19.	Maharashtra	Chhatrapati Sambhaji Nagar, Kolhapur, Mumbai, Nagpur, Nasik, Pune, Solapur, Thane
20.	Manipur	Imphal
21.	Meghalaya	Shillong
22.	Mizoram	Aizawl
23.	Nagaland	Dimapur
24.	Odisha	Bhubaneswar
25.	Puducherry	Puducherry
26.	Punjab	Amritsar, Ludhiana
27.	Rajasthan	Ganganagar, Jaipur, Jodhpur, Udaipur
28.	Sikkim	Gangtok
29.	Tamil Nadu	Chennai, Coimbatore, Madurai
30.	Telangana	Hyderabad
31.	Tripura	Agartala
32.	Uttar Pradesh	Agra, Bareilly, Gorakhpur, Kanpur, Lucknow, Meerut, Prayagraj, Varanasi
33.	Uttarakhand	Dehradun, Haldwani, Roorkee
34.	West Bengal	Durgapur, Jalpaigudi, Kolkata

Exam 3: ICG (Sailors & Officers):

The indicative list of the Exam Cities for ICG's exams is as follows:

S.No.	State	City
1.	Andaman and Nicobar	Port Blair
2.	Andhra Pradesh	Tirupati, Vijayawada, Visakhapatnam
3.	Assam	Dibrugarh, Guwahati
4.	Bihar	Gaya, Muzzafarpur, Patna, Chapra
5.	Chandigarh	Chandigarh/ Mohali
6.	Chhattisgarh	Bhilai/ Durg
7.	Delhi	Delhi and NCR, Ghaziabad, Noida, Greater NOida
8.	Goa	Panaji
9.	Gujarat	Ahmedabad, Vadodara, Rajkot
10.	Haryana	Faridabad, Gurugram
11.	Goa	Panaji
12.	Himachal Pradesh	Kangra, Shimla
13.	Jammu and Kashmir	Jammu
14.	Jharkhand	Jamshedpur, Ranchi
15.	Karnataka	Belagavi, Bengaluru, Mangaluru
16.	Kerala	Kannur, Kochi, Thiruvananthapuram
17.	Ladakh	Leh
18.	Madhya Pradesh	Bhopal, Gwalior, Indore, Jabalpur
19.	Maharashtra	Chhatrapati Sambhaji Nagar, Kolhapur, Mumbai, Nagpur, Nasik, Pune
20.	Manipur	Imphal
21.	Odisha	Bhubaneswar, Cuttack, Sambalpur
22.	Rajasthan	Jaipur, Jodhpur, Udaipur
23.	Tamil Nadu	Chennai, Coimbatore, Madurai, Vellore
24.	Telangana	Hyderabad, Warangal
25.	Tripura	Agartala
26.	Uttar Pradesh	Bareilly, Gorakhpur, Kanpur, Lucknow, Prayagraj, Varanasi
27.	Uttarakhand	Dehradun, Haldwani
28.	West Bengal	Durgapur, Jalpaigudi, Kolkata

Exam 4 : STAR (AgniveerVayu):

The indicative list of the Exam Cities for STAR is as follows:

S.No.	State	City
1.	Andaman and Nicobar Islands	Port Blair
2.	Andhra Pradesh	Tirupati, Vijayawada, Visakhapatnam
3.	Arunachal Pradesh	Itanagar
4.	Assam	Dibrugarh, Guwahati, Jorhat
5.	Bihar	Bhagalpur, Gaya, Muzaffarpur, Patna
6.	Chandigarh	Chandigarh/ Mohali
7.	Chhattisgarh	Bhilai/ Durg
8.	Delhi	Delhi and NCR, Ghaziabad, Noida
9.	Goa	Panaji
10.	Gujarat	Ahmedabad, Rajkot, Surat, Vadodara
11.	Haryana	Ambala, Faridabad, Gurugram
12.	Himachal Pradesh	Kangra, Shimla, Solan
13.	Jammu and Kashmir	Jammu, Srinagar
14.	Jharkhand	Jamshedpur, Ranchi
15.	Karnataka	Belagavi, Bengaluru, Mangalore, Mysuru
16.	Kerala	Kannur, Kochi, Thiruvananthapuram, Thrissur
17.	Ladakh	Leh
18.	Madhya Pradesh	Bhopal, Gwalior, Indore, Jabalpur
19.	Maharashtra	Chhatrapati Sambhaji Nagar, Mumbai, Nagpur, Nasik, Pune
20.	Manipur	Imphal
21.	Nagaland	Dimapur
22.	Odisha	Berhampur, Bhubaneswar, Cuttack, Rourkela
23.	Rajasthan	Jaipur, Jodhpur
24.	Sikkim	Gangtok
25.	Tamil Nadu	Chennai, Coimbatore, Madurai, Tirunelveli, Vellore
26.	Telangana	Hyderabad, Warangal
27.	Tripura	Agartala
28.	Uttar Pradesh	Bareilly, Gorakhpur, Kanpur, Lucknow, Meerut, Prayagraj, Varanasi
29.	Uttarakhand	Dehradun, Haldwani, Roorkee
30.	West Bengal	Durgapur, Jalpaigudi, Kolkata

Note: The above list for all the exams is indicative. This State/City may be amended based on actual registrations.

Scope of Services for Supply of System Software Administrators (SSAs)

1. Provision of SSA

1.1. SSA's Role Overview:

- The SSA deployed will assist in the preparation, execution, pre & post examination processes at the allocated exam centre.
- Each SSA will support C-DAC's examination services, including server maintenance, troubleshooting during exams, and conducting audits to ensure compliance with C-DAC's Standard Operating Procedures (SoP).
- Responsibilities will include overseeing technical operations, ensuring system integrity, and assisting in managing exam infrastructure at designated exam centers.
- Ensure the Integrity of Exam Servers at all the times.
- Maintain all the documents as per the SoP and uploading of the same to the portal for each exam slot.
- Coordination with C-DAC Staff, Client Staff, Exam Centre Staff, Candidates, Observers or other staff deployed at the exam centres.
- Ensuring backup of all the data, for all the exam slots.

1.2. Qualification Requirements:

- SSA must be a graduate.
- A minimum of 02 years of prior experience in examination conduction is mandatory. This should include familiarity with both technical and administrative aspects of examination management.
- SSAs must hold a valid C-DAC Exam Software Training Certificate. This ensures familiarity with the specific software used in the examination process.
- The selected service provider must maintain a minimum of **225 trained SSAs** within their firm, who will be exclusively available for deployment across all the 04 exam schedules to ensure smooth and uninterrupted operations.
- Detailed documentation of qualifications and work history must be provided in the tender submission to verify eligibility.

2. Minimum SSA Pool Requirement

2.1. No. of Manpower:

- a) At the time of tender submission, the Agency must demonstrate the availability of **at least 225 qualified SSAs** who meet C-DAC's qualification standards. **A list of the same shall be provided to C-DAC, at the time of Tender submission.** This pool must be scalable based on C-DAC's needs throughout the duration of the contract.
- b) A **contingency plan (list of additional manpower with details)** must be provided by the Agency to maintain any contingency. This should include the Agency's strategy for quickly mobilizing and training additional personnel.

2.2. **Certification:** For each SSA, a **valid training certificate** and documented experience letter (with experience of minimum of 02 years) must be submitted as part of the proposal to ensure compliance with C-DAC's **standards**.

2.3. **Replacement Policy:** In case of illness or unavailability of an SSA for any other reason, a replacement policy must be in place where the Agency is expected to replace the SSA immediately, with another qualified individual, without hampering the exam.

3. Identity Verification & Police Clearance

3.1. Identity Verification:

- a) The preferred method for identity verification is through **Aadhaar** (or PAN card / Driving License / Voter ID / any other government-issued Photo Id).
- b) **The identify of the manpower deployed must be verified by the Service Provider, before deployment.**

3.2. Police Verification:

- a) All SSAs must undergo police verification before deployment to ensure the integrity and security of the examination process. This clearance must be provided by the Service Provider, in the form of a certified document showing no criminal record.
- b) The Service Provider is responsible for conducting this verification and ensuring that all required documents are submitted with the tender.
- c) **None of the SSAs shall have any FIR or litigations against them.**

4. **Insurance Coverage** - The Shortlisted Service provider shall ensure that the SSAs deployed are covered through Medical / Personal Accident Insurance. In case of any eventuality, C-DAC will not be responsible for providing medical assistance or insurance coverage.

5. Travel and Accommodation:

- a) The selected Service Provider, shall make all the arrangements for the travel, accommodation, food and other logistics arrangement for the manpower to be deployed.
- b) All the cost towards this shall be borne by the Service Provider and is inclusive in the cost. Accordingly, the corresponding costs elements need to be provisioned in the rates to be quoted in the price bid section.
- c) C-DAC will not pay any charges towards intercity or intracity travel, accommodation, food etc. of SSAs to the service providers on whatsoever grounds.

6. **VMS (Venue Management System) Operations:** The Service Provider will be responsible for managing and operating the **VMS** to be provided by C-DAC which includes:

- a) **Web Portal & Mobile App Management:** Facilitation of exam venue booking through VMS, including real-time availability status and booking confirmation workflows.
- b) **Audit Management:** Facilitation of exam venue auditing through VMS.

6.1. **Pre-Exam Activities** - The Service Provider shall be responsible for **updating the data of exam venues booked by C-DAC through VMS** as per the examination schedules provided by C-DAC.

- a) Auditing of exam centres booked by C-DAC ensuring that venues with adequate infrastructure.
- b) During auditing, the SSA should ensure that the Exam Centres must comply with technical, security, and accessibility standards as specified in C-DAC's guidelines.
- c) Updating the Booking confirmations data based on C-DAC's inputs in a timely manner and documented properly for audit and review purposes.

6.2. **Post-Exam Activities** - Post completion of examinations, the Service Provider is required to **collect invoices from each exam venue through VMS** that was booked and utilized.

- a) The invoices must be verified for completeness and accuracy. Any discrepancies must be addressed with the respective centres before submission to C-DAC.
- b) Invoice Reconciliation and Payment Coordination.
- c) The Service Provider will act as a liaison between C-DAC and the exam centres to resolve queries and ensure smooth financial settlements.

7. General Terms & Conditions

7.1. Training and Certification:

- a) The Agency must organize training sessions for a minimum of **150 participants**, allowing C-DAC officials or nominated individuals to conduct the training.

7.2. Security Deposit and Bank Guarantee (PBG):

- a) The Agency must provide a **Security Deposit of 05%** of the total work order value as a **Bank Guarantee**. This guarantee must be valid for **12 months** from the date of contract execution.
- b) If there is a failure to execute work or any violation of terms, the **PBG** can be invoked, following a **15-day cure period** after written intimation.

7.3. Compliance with C-DAC Standards:

- a) The Agency is responsible for maintaining **security, safety, and integrity** throughout the examination process. Any lapses or malpractices can lead to **contract termination** and potential legal action.

Note: C-DAC shall have the option to place the Work Order on the successful bidder even 07 days prior to the exam conduction date and accordingly the service provider need to make necessary arrangements without any gaps.

ANNEXURE-1 (BID COVER LETTER)

(To be given on Company Letter head duly signed and stamped)

Date:

To
Centre Head, C-DAC Pune
Innovation Park, 34/B/1, Panchawati Rd, Mansarovar,
Panchawati, Pashan, Pune, Maharashtra 411008

Reference:

RFP No.: _____

GEM Bid No.: _____

Subject: Service Providers to Provide System Software Administrators (SSA) for facilitating various Computer Based Exam (CBE).

Dear Sir,

In response to the invitation for Request for Proposal (RFP) Nopublished on _____(date) and having examined the RFP, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide the mentioned services as required and outlined in the RFP.

We attach hereto the response as required by the RFP, which constitutes our proposal. We confirm that the information contained in this response or any part thereof, including its exhibits, and other documents and instruments delivered or to be delivered to C-DAC is true, accurate, verifiable and complete. This response includes all information necessary to ensure that the statements therein do not in whole or in part mislead the corporation in its short-listing process.

We fully understand and agree to comply that on verification, if any of the information provided here is found to be misleading the short-listing process, we are liable to be dismissed from the selection process or termination of the agreement during the project, if selected to do so.

We agree for unconditional acceptance of all the terms and conditions set out in the RFP document and also agree to abide by this Bid response from the date fixed for bid opening.

We hereby declare that in case the agreement is awarded to us, we shall submit the performance bank guarantee in the form prescribed format in the RFP. We agree that C-DAC is not bound to accept any Bid response that they may receive. We also agree that C-DAC reserves the right in absolute sense to reject all or any of the products/ services specified in the Bid response.

It is hereby confirmed that I/We are entitled to act on behalf of our company/ corporation/ firm/ consortium / joint venture / organization and empowered to sign this document as

well as such other documents, which may be required in this connection.

The following persons will be the authorized representatives of the company for all the future correspondence till the completion of the bidding process, between C-DAC and our organization.

Primary Contact Details:	Secondary Contact Details:
<<Name >>	<<Name >>
Designation	Designation
Address:	Address:
Mobile No.:	Mobile No.:
Fax No.	Fax No.
Email:	Email:

Sincerely Yours,

Stamp & Signature of the Competent Authority (with
date) (Full Name)
(Designation)

ANNEXURE-2 (TENDER ACCEPTANCE LETTER / UNDERTAKING FOR NON-BLACKLISTING FIRM)

(To be given on Company Letterhead)

To

Date:

Centre Head, C-DAC Pune

Centre for Development of Advanced Computing (C-DAC),
Innovation Park, 34/B/1, Panchawati Rd, Mansarovar,
Panchawati, Pashan, Pune, Maharashtra 411008

Sub : Acceptance of Terms & Conditions of Tender

GeM Bid No : <Bid No.>, Dated: <Date>

Name of Tender / Work :

Dear Sir,

1. I / We hereby certify that I / We have read the entire terms and conditions of the tender documents (including all documents like annexure(s), schedules(s), etc.), which form part of the contract agreement and I / We shall abide hereby by the terms / conditions/ clauses contained therein.
2. The corrigendum(s) issued from time to time by your department / organization too has also been taken into consideration, while submitting this acceptance letter.
3. I / We hereby unconditionally accept the tender conditions of above-mentioned tender document(s) / corrigendum(s) in its totality / entirety.
4. I / We do hereby declare that our Firm has not been blacklisted / debarred by any Govt. Department/Public sector undertaking.
5. I / We certify that all information furnished by our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/ organization shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full earnest money deposit absolutely.

Yours Faithfully,

Authorized Signatory

(Signature of the Service Provider, with Official Seal)

ANNEXURE-3 (BID SECURITY DECLARATION)
(To be given on Company Letterhead)

To
Centre Head, C-DAC Pune
Innovation Park, 34/B/1, Panchawati Rd, Mansarovar,
Panchawati, Pashan, Pune, Maharashtra 411008

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

Reference: GeM Bid No.:

Dear Sir,

We, the undersigned, offer to carry out the <**Tender Name**>”, in response to your Bid No.:<**GeM Bid No**>. We are hereby submitting our proposal for the same, which includes technical bid and the financial bid through GeM portal. As a part of eligibility requirement stipulated in said bid 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 last 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 Service Provider and an order is placed on us, we will submit the acceptance in writing within Six (6) days of placement of Contract order on us.
3. In case, we are declared as a successful Service Provider and an order is placed on us, we undertake to submit a security deposit of **5%** of order value, as per terms stipulated in the bid.
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 bid/ or debarred from any **future bidding process of C-DAC** and other government institutes **for a period of minimum One (1) year**.
5. The undersigned is authorized to sign this undertaking.

Yours Sincerely,
Authorised Signatory
Name and Title of Signatory
Email:

ANNEXURE-4 (UNDERTAKING FOR THE "PUBLIC EXAMINATIONS (PREVENTION OF UNFAIR MEANS) ACT, 2024")

(To be given on Company Letterhead)

To
Centre Head, C-DAC Pune
Innovation Park, 34/B/1, Panchawati Rd, Mansarovar,
Panchawati, Pashan, Pune, Maharashtra 411008

Subject: Undertaking for the "Public Examinations (Prevention of Unfair Means) Act, 2024"

Reference: GeM Bid No.:

Dear Sir,

We hereby undertake that we fully comprehend the "Public Examinations (Prevention of Unfair Means) Act, 2024" and commit to adhering strictly to its provisions without any deviation in connection with the subject tender transaction.

Yours Sincerely,
Authorised Signatory
Name and Title of Signatory
Email:

ANNEXURE-5 (PERFORMANCE BANK GUARANTEE FORMAT)

To,

Centre Head, C-DAC Pune

Innovation Park, 34/B/1, Panchawati Rd, Mansarovar,
Panchawati, Pashan, Pune, Maharashtra 411008

Subject: PBG for Contract Ref _____.

Whereas C-DAC have entered into a Contract No. _____ Dated (hereinafter referred to as the said Contract) with M/s. _____ {hereinafter referred to as the Selected Bidder} for the **Exam Conduction of allocated exams, across India** as per Contract and whereas the Selected Bidder has undertaken to produce a bank guarantee amounting to Rs. ____ which is 05% of Total Contract Price (including taxes and duties) towards Performance of the contractual obligations under the said contract.

1. We, the _____ bank hereby expressly, irrevocably and unreservedly undertake the guarantee as principal obligors on behalf the Selected Bidder that, in the event that the BUYER declares to us that the amount claimed is due by way of non-performance and failure of SoCs by reason of breach/failure to perform by the said Selected Bidder of any of the terms and conditions in the Contract related to Performance and Warranty clauses, we will pay you, on demand and without demur, all and any sum up to {5% of Total Contract Price (including taxes and duties) } _____ Rupees only at any instance under this Guarantee. Your written demand shall be conclusive evidence to us that such repayment is due under the terms of the said Contract. We shall not be entitled to ask you to establish your claim or claims under this guarantee but will pay the same forthwith without any protest or demur. We undertake to effect payment upon receipt of such written demand.
2. We shall not be discharged or released from the undertaking and guarantee by any arrangements, variations made between you and the Selected Bidder, indulgence to the Selected Bidder by you, or by any alterations in the obligations of the Selected Bidder) or by any forbearance whether as to payment, time performance or otherwise.
3. We further agree that any such demand made by the C-DAC on the Bank shall be conclusive, binding, absolute and unequivocal notwithstanding any difference or dispute or controversy that may exist or arise between you and the Selected Bidder or any other person.
4. In no case shall the amount of this guarantee be increased.
5. This Performance-cum-Warranty guarantee shall remain valid till the duration of the agreement.
6. Subject to the terms of this Bank Guarantee, the issuing bank hereby irrevocably authorizes the beneficiary to draw the amount of up to Rs _____ {5% of Total Contract Price (including taxes and duties) for breach/failure to perform by the Selected Bidder of any of the terms and conditions of the Contract related to performance and warranty clause.

Partial drawings and multiple drawings under this Bank Guarantee are allowed within the above stated cumulative amount subject to each such drawing not exceeding 5% of the Total Contract Price (including taxes and duties) (Rs _____ only) (Mention BG amount).

7. This guarantee shall be continuing guarantee and shall not be discharged by any change in the constitution of the Bank or in the constitution of M/s _____ . We undertake not to revoke this guarantee during the currency except with previous consent of BUYER in writing.
8. Notwithstanding anything contained herein above:
 - a) Our liability under this Guarantee shall not exceed Rs (_____) Only (in words).
 - b) This Bank Guarantee shall remain valid until six years from the date of its issuance, i.e., up to _____ (mention the date) and the BG shall cease to be valid after irrespective whether the Original Guarantee is returned to us or not.
9. We are liable to pay guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written demand or a claim in writing on or before _____ (Expiry Date).

Dated the _____ day of _____ (month and year)

Place:

Signed and delivered by _____ (name of the bank)

Through its Authorized signatory
(Signature with seal)

ANNEXURE-6 (CONFLICT OF INTEREST)

(To be given on Company Letter head duly signed and stamped)

To

Date:

Centre Head, C-DAC Pune

Innovation Park, 34/B/1, Panchawati Rd, Mansarovar,
Panchawati, Pashan, Pune, Maharashtra 411008

Sub: Undertaking on Conflict-of-Interest.

RFP No.:....., Dated: _____

Dear Sir,

This is to certify that <<Name of Service Provider / Consortium member>> is not be owned or controlled by any employee of the C-DAC.

I/ We do hereby undertake that there is absence of, actual or potential conflict of interest on the part of the Service Provider or any prospective subcontractor due to prior, current, or proposed contracts, engagements, or affiliations with C-DAC.

I/ We also confirm that there are no potential elements (time-frame for service delivery, resource, financial or other) that would adversely impact our ability to complete the requirements as given in the RFP.

We undertake and agree to indemnify and hold C-DAC harmless against all claims, losses, damages, costs, expenses, proceeding fees of legal advisors (on a reimbursement basis) and fees of other professionals incurred (in the case of legal fees and fees of professionals, reasonably) by C-DAC and/or its representatives, if due to any such conflict any loss or damage is suffered by C-DAC.

Sincerely,

Name

Designation

Signature

Date

<Name and Address of

Company> Seal/Stamp of the

Company

ANNEXURE-7 (QUALIFICATIONS OF THE SYSTEM SOFTWARE ADMINISTRATOR)

(To be given on Company Letter head duly signed and stamped)

System Software Administrator	
Educational Qualification & Experience	<ul style="list-style-type: none"> • Degree or Diploma in Computer Science or Applications / Electronics /Information Technology /Electrical / Telecommunication /Software Engineering / Cyber Security / Computer Networking or equivalent computer related qualification • With at least 03 year of post qualification work experience in handling exam software for Computer Based Test (CBT).
Skill Set	<ul style="list-style-type: none"> • Networking, Linux OS, System Maintenance, Hardware Assembly and Software Setup, Understanding of Computer components. • System Software Administrator must be technical proficient in UNIX / LINUX based system, competent enough to deploy the C-DAC's software at the exam centre. • Basic knowledge in Network concepts and management. • Basic knowledge of Linux OS
Required Knowledge and Skill Set	<ul style="list-style-type: none"> • Good interpersonal skills and ability to work in a team. • Good Communication in English and Hindi. • Exposure to formal methods, formal verification of software/hardware systems • Good debugging, problem solving / analytical skills • Any Linux Certification will be an added advantage. • Conducting CBTs in compliance with the training, instructions and guidelines prescribed by C-DAC.
Maximum Age	Preferably below 40 years.

**ANNEXURE-8 (CERTIFICATE/UNDERTAKING FROM BIDDER WRT BENEFICIAL OWNER / BIDDER FROM
LAND BORDER SHARING COUNTRIES TO INDIA)**

(ON COMPANY'S LETTERHEAD)

To:

Centre Head, C-DAC Pune

Innovation Park, 34/B/1, Panchawati Rd, Mansarovar,
Panchawati, Pashan, Pune, Maharashtra 411008

Ref: Bid / Inquiry No. _dt.

We have read the clause mentioned in Order (Public Procurement No. 4) dated 23.02.2023 issued by Procurement Policy Division, Department of Expenditure, Ministry of Finance regarding restrictions on procurement from a bidder of a country which shares a land border with India.

In view of this, we certify that,

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

OR

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

(Delete whatever is not applicable)

For (Name of Bidder)

**Authorized Signatory
(Name & Signature)
(Company's Seal)**

ANNEXURE-9 (MAKE IN INDIA DECLARATION)

Declaration / Certificate to be provided by the cost auditor/ statutory auditor of the bidder/company

(Please submit the certificate as per format given below)

To:

Centre Head, C-DAC Pune

Innovation Park, 34/B/1, Panchawati Rd, Mansarovar,
Panchawati, Pashan, Pune, Maharashtra 411008

Sub: Bid for

Ref: Bid / Inquiry No. _____.

We hereby certify that the goods / software / services being offered by us vide our proposal, comply with the provisions of Make In India Order No P-45021/2/2017-PP (BE-II)-part(4) Vol.II, dated 19th July 2024 issued by Public Procurement Division, Department of Investment and Internal Trade, Ministry of Commerce, GoI.

We also certify that, we are not from a country sharing land border with India as defined in Order (Public Procurement No. 4) dated 23.02.2023 issued by Procurement Policy Division, Department of Expenditure, Ministry of Finance and the services offered by us comply with the provisions of said order (details provided below).

Note: CDAC reserves the right to Accept / Reject / Cancel the bid / bidder, at its sole discretion, based on the responses received against the MII and Land border sharing declarations submitted by the bidders / vendors.

For (Name of bidder)

Authorized Signatory Name & Designation:

Mobile No:

ANNEXURE-10 (AUTHORIZATION LETTER)

(To be given on Company Letter head duly signed and stamped)

To
Centre Head, C-DAC, Pune
Innovation Park, 34/B/1, Panchawati Rd, Mansarovar,
Panchawati, Pashan, Pune, Maharashtra 411008

Date:

-

Reference: RFP No _____ dt _____.

Subject: Authorization letter.

Dear

Sir, We,
M/s _____ (Name of the prospective Service Provider) having
registered office at _____ address of the prospective
Service Provider) herewith submit our proposal against the said RFP document.

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

Specimen Signature:

The undersigned is authorized to issue such authorization on behalf of us. For M/s _____

(Name of the prospective Service
Provider / Lead member in case of Consortium).

Signature and company seal

Name

Designation

Mobile Email

Mobile

No.

ANNEXURE-11 (PARTICULARS OF THE PROSPECTIVE SERVICE PROVIDER)

(To be given on Company Letter head duly signed and stamped)

Date:

To

Centre Head, C-DAC, Pune

Innovation Park, 34/B/1, Panchawati Rd, Mansarovar,
Panchawati, Pashan, Pune, Maharashtra 411008

Reference: RFP No.:

Subject:

S. No.	Particular	Details
1.	Full name of the organization / firm /company	
2.	Year of Establishment	
3.	Status of the agency i.e., Sole, Proprietorship, Partnership, Pvt. Ltd., Public Ltd., etc.	
4.	Full Address, Telephone No(s), E Mail etc. of the Registered Office	
5.	Nodal person contacts details Name: Designation: Mobile: e-mail:	

Note: Attach attested documentary proof in support of each of the above with the proposal document, failing which proposal is liable to be rejected.

ANNEXURE-12 (INTEGRITY PACT)

This Integrity Pact (“the Pact”) is made and executed on this ___ Day of _____ Two Thousand Twenty _____ at _____.

By and Between

Centre for Development of Advanced Computing (C-DAC), an autonomous scientific Society under the Ministry of Electronics and Information Technology, Government of India, registered under the Societies Registration Act 1860 and the Bombay Public Trusts Act 1950, having its registered Office at Savitribai Phule Pune University Campus, Pune 411 007, hereinafter referred to as "C-DAC/Principal", which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its administrators, successors or assignees, as the case may be.

and

..... hereinafter referred to as “The Bidder(s)/Contractor(s)”, which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its administrators, successors or assignees, as the case may be.

(The Principal and the Bidder (s)/Contractor(s) are collectively referred to as “the Parties”.

Preamble

The Principal intends to award, under laid down organizational procedures, contract/s for ----- (“the Contract”). The Principal values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder/s and Contractor/s. The Principal intends to avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into. The Principal also intends that Bidder/s and Contractor/s should abstain from bribing or indulging in any corrupt practices in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the Bidder/s and Contractor/s shall commit to prevent corruption, in any form, by its officials by following transparent procedures.

In order to achieve these goals, the Principal, by way of this Integrity Pact (“the Pact”) will appoint Independent External Monitor (“IEM”) who will monitor the tender process and the

execution of the Contract for compliance with the principles mentioned above.

The parties hereto hereby agree to enter into this Pact and agree as mentioned below.

Section 1
Commitments of the Principal

The Principal commits itself to take all measures necessary to prevent corruption and to observe the following:-

No employee of the Principal, personally or through relatives or any other person, will in connection with the tender, or for the execution of the Contract, demand, promise or accept for himself/herself or any third person, any material or immaterial benefit or any other advantage from the bidder/s or contractor/s which he/she is not legally entitled to.

The Principal will, during the tender process treat all Bidder/s and Contractor/s with equity and reason. The Principal will in particular, before and during the tender process, provide to all bidder/s and contractor/s the same information and will not provide to any bidder/s or contractor/s additional/confidential information through which the bidder/s and contractor/s could obtain an advantage in relation to the tender process or the contract execution.

The Principal will exclude from the process all known prejudiced persons.

If the Principal obtains information on the conduct of any of its employees, which is a criminal offence under the relevant Anti-Corruption Laws of India, or if there be a substantive suspicion and the same is prima facie found to be correct in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions. In such a case while such enquiry is being conducted by the Principal, the proceedings under the contract shall not be stalled.

Section 2
Commitments of the Bidder/ contractor

The Bidder / Contractor commits to take all measures necessary to prevent corrupt practices, unfair means and illegal activities. He commits himself to observe the following during his participation in the tender process and during the contract execution:

The Bidder / Contractor undertakes that he/she has not given, offered or promised to give directly or indirectly any bribe, gift, consideration, reward, favour any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Principal, for which benefit

etc. he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

The Bidder / Contractor will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any bribe, gift, consideration, reward, favour, any material or immaterial benefit

or other advantage, commission, fees, brokerage or inducement to any official of the Principal, for which benefit etc. he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract

The Bidder / Contractor will not enter into any agreement or understanding with other Bidders in connection with the bid, including but not limited to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.

The Bidder / Contractor will not commit any offence under the relevant provisions of Anti-Corruption Laws of India/Indian Penal Code, 1860, Information and Technology Act, 2000, Competition law or any other relevant laws, enactments, rules and regulations. Further the Bidder / Contractor will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically. The Bidder / Contractor also undertakes to exercise due and adequate care of any such information so divulged.

The Bidder / Contractor further confirms and declares to the Principal that the Bidder / Contractor is the original manufacturer / integrator / authorised government sponsored export entity and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the Principal or any of its functionaries, whether officially or unofficially to the award of the contract to the Bidder / Contractor, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

The Bidder / Contractor will, when presenting his bid, disclose any and all payments he has made, is committed to make or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract and the details of the services agreed upon for such payments.

The bidder(s)/ contractor (s) of foreign origin shall disclose the name and address of agents and

representatives in India related to this tender. Similarly, the bidder(s)/ contractor(s) of Indian nationality shall furnish the name and address of their foreign principals or associates, if any, related to this tender.

The Bidder / Contractor shall not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

If the Bidder / Contractor or any employee of the Bidder / Contractor or any person acting on behalf of the Bidder / Contractor, either directly or indirectly, is a relative of any of the officers of the Principal, or alternatively, if any relative of an officer of the Principal has financial interest / stake in the Bidder's / Contractor's firm, proprietorship, company, etc. the same shall be disclosed by the Bidder /Contractor at the time of filing of tender/EoI. The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act, 2013.

The Bidder / Contractor shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the Principal.

The bidder / contractor shall disclose the circumstances, arrangements, undertakings or relationships that constitute, or may reasonably be considered to constitute, an actual or potential conflict of interest with its obligations specified in the tender process or under any Agreement which may be negotiated or executed with Principal. Bidder / Contractor and its employees, agents, advisors and any other person associated with the bidder / contractor must not place themselves in a position which may, or does, give rise to conflict of interest (or a potential conflict of interest between the interests of Principal or any other interests during this tender process or through operation of the Agreement.

The bidder(s)/ contractor (s) who have signed the Pact shall not approach the Courts while the matters/disputes/issues, related to tender process or the Contract are presented before the IEM and awaiting the final decision.

The Bidder / Contractor will not instigate third persons to commit above mentioned acts / omissions / offences outlined above or be an accessory to such offences.

Section 3

Disqualification from tender process and exclusion from future contracts

If the Bidder, before the Contract is awarded, has committed a transgression through a violation of Section 2 or in any other form such as to put his reliability or credibility as Bidder into question:

the Principal is entitled to disqualify the Bidder from the tender process or to terminate the Contract, if already signed, for such reason.

the Principal is entitled to exclude the Bidder / Contractor from participating in future contracts/tenders. The imposition and duration of the exclusion will be determined by the Principal based on the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder / Contractor and the amount of the damage. The exclusion will be imposed for a minimum of six (6) months and maximum of three (3) years.

An act/omission would be treated as a transgression after due consideration of the available evidence by the Principal.

The Bidder / Contractor accepts and undertakes to respect and uphold the Principal's absolute right to resort to and impose such disqualification/exclusion and further accepts and undertakes not to

challenge or question such exclusion on any ground, including the lack of any hearing before the decision of disqualification/exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.

If the Bidder / Contractor can prove that he has restored the damage caused by him and has installed a suitable corruption prevention system, the Principal may revoke the aforesaid disqualification/exclusion prematurely.

Section 4 Compensation for Damages

Without prejudice to any rights that may be available to the Principal under any law or the contract or its laid down policies and procedures, the Principal shall have the following rights in case of breach of this Pact by the Bidder/Contractor:

To forfeit the Earnest Money/Bid Security if the Bidder is disqualified from the tender process prior to the award in terms of Section 3;

To forfeit/invoke the Security Deposit/ Performance Bank Guarantee if the Principal has either terminated or is entitled to terminate the Contract of the Bidder in terms of Section 3.

To immediately call of the pre contract negotiations without assigning any reason or giving any compensation to the Bidder / Contractor.

To immediately cancel the contract, if already signed, without giving any compensation to the

bidder / contractor. The Bidder / Contractor shall be liable to pay the compensation for any loss or damage to the Principal resulting from such cancellation / rescission and the Principal shall be entitled to deduct the amount so payable from the amount due to the Bidder / Contractor.

To recover all sums already paid by the Principal, with interest at ___% @ p.a. if any outstanding payment is due to the Bidder / Contractor from the Principal in connection with any other contract, such outstanding payment could also be set off to recover the aforesaid sum and interest.

To recover all sums paid in violation of this Pact by the Bidder / Contractor to any middleman or agent or broker with a view to securing the contract.

Section 5
Previous transgression

The Bidder declares that he has not committed any transgressions in the last three (3) years against any Company in any country conforming to the anti-corruption approach or with any other Public Sector Enterprise in India that could invite/justify his exclusion from this tender process.

Any concealment of information or misrepresentation of facts, in regard to the aforesaid, can lead to his disqualification from the tender process or termination of the Contract, if already awarded, or invite any other appropriate action(s) as deemed fit.

Section 6
Equal treatment of all Bidders / Contractors / Subcontractors

The Principal will enter into Pacts on identical terms with all bidders and contractors.

The Bidder(s) / Contractor(s) assures to procure from all their subcontractors an undertaking for the adoption of this Pact. The Bidder (s) / Contractor(s) shall alone be responsible for any violation (s) of the provisions laid down in the Pact by any/all of their sub-contractor (s) or sub-vendor (s).

The Principal will be entitled to disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 7
Independent External Monitor / Monitors

The Principal appoints competent and credible Independent External Monitor (IEM) as nominated and approved by the Central Vigilance Commission. The task of the IEM is to review independently and objectively, whether and to what extent the Parties comply with the obligations under this Pact. The IEM would be required to sign 'Non- Disclosure Agreements' along with a declaration of 'Absence of Conflict of Interest'. In case of any conflict of interest arises at a later date, the IEM shall inform Chairperson of the Board of the Principal and recuse himself/herself from that case.

The IEM is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairperson of the Board of the Principal. The IEM would be provided access to all documents/records pertaining to the contract for which a complaint or issue is raised before them, as and when warranted. However, the documents/records/ information having National Security implications and those documents which have been classified as Secret/Top Secret are not to be disclosed.

The Bidder / Contractor accepts that the IEM has the right to access, without restriction, all Project documentation available with the Principal including the documents/ records/ information provided by the Bidder/Contractor. The Bidder/Contractor will also grant the IEM, upon their request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The IEM is under contractual obligation to treat the documents/ records/ information of the Bidder/Contractor/ Subcontractor with confidentiality.

The Principal will provide to the IEM sufficient information about all meetings among the parties related to the Project provided that such meetings could have an impact on the contractual relations between the Principal and the Bidder/Contractor. The Parties will offer to the IEM the option to participate in such meetings.

As soon as the IEM notices, or suspects, a violation of this Pact, he will inform the Management of the Principal and request the Management to discontinue or rectify the violation, or take any other relevant action. The IEM can in this regard submit nonbinding recommendations. Beyond this, the IEM has no right to demand from the Parties that they act in a specific manner, refrain from action or tolerate action. However, the IEM shall give an opportunity to the Bidder / Contractor to present his case before making its recommendations to the Principal.

The IEM is expected to tender their recommendation on all the complaints within 30 days of their receipt, to the Chairperson of the Board of the Principal. Further, should the occasion arise, the IEM may submit proposals for correcting problematic situations.

If the IEM has reported to the Chairperson of the Board of the Principal a substantiated suspicion of an offence under relevant Anti-Corruption Laws of India/Indian Penal Code, 1860, or any other relevant laws and the Chairperson has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the IEM may transmit this information directly to the Central Vigilance Commissioner, Government of India.

The word 'IEM' would include both singular and plural.

Section 8
Pact Duration

This Pact comes into force when both parties have signed it. It expires for the Bidder / Contractor 12 months after the last payment under the respective contract, and for all other Bidders / Contractors 6 months after the contract has been awarded.

If any claim is made / lodged during the aforesaid duration, the same shall continue to be valid despite the lapse of this pact as specified above, till it is discharged / determined by Chairperson of the Board of the Principal.

Section 9
Other provisions

This Pact is subject to Indian Laws. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. Pune. The Arbitration clause provided in the main tender document / contract shall be applicable to any issue / dispute arising under this Pact.

If the Contractor is a partnership or, this Pact must be signed by all partners.

In case of any allegation of violation of any provisions of this Pact or payment of commission etc. the Principal or its agencies shall be entitled to examine all the documents including the Books of Accounts of the Bidder / Contractor and Bidder / Contractor shall provide necessary information and documents and shall extend all possible help for the purpose of such examination.

If one or several provisions of this Pact are held to be invalid/unenforceable, the remainder of this Pact shall remain valid as though the invalid or unenforceable parts had not been included herein. In this case, the parties will strive to come to an agreement to their original intentions.

Issues like warranty/ guarantee etc. shall be outside the purview of IEM.

In this context, details of IEM (Independent External Monitor) is provided below:

- (1) Shri M Peter Johnson - email: johnson.mp@nic.in
- (2) Shri Vijay Kumar Singh - email: vijaysinghsls10@gmail.com

For the Principal

Place -----
Date -----

for the Bidder / Contractor

Witness 1: -----
Witness 2: -----