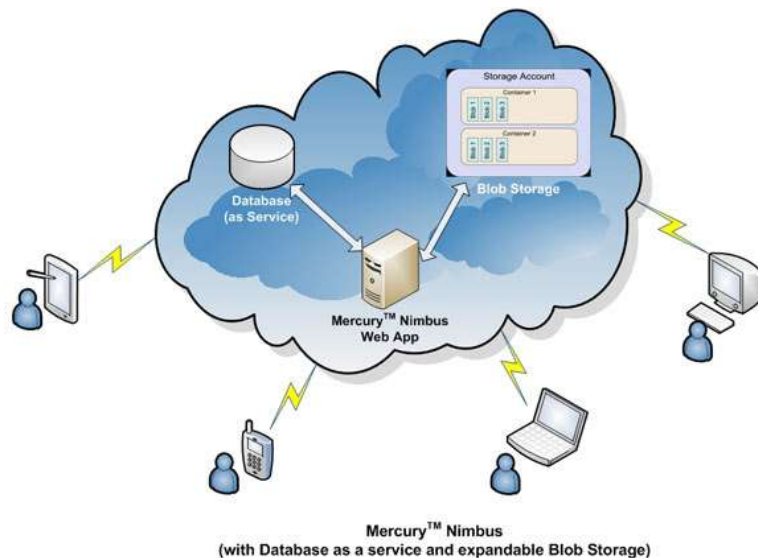




Public Tender

Tender No: CDACP/HPC-MBA-TM/20-21/320, dated 13th January, 2021

C-DAC invites 'ONLINE' bids for Setting-up and Operations of Telemedicine sites

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

Centre for Development of Advanced Computing

A Scientific Society of Ministry of Communications & Information Technology,
Government of India
C-DAC Innovation Park,
Panchavati, Pashan,
Pune - 411 008, Maharashtra (India)
Phone: +91-20-25503100
Fax: +91-20-25503131
www.cdac.in



SCHEDULE

Sr. No.	Description	Particulars
1	Work Description	Set-up and operate the Telemedicine sites and services under a project of C-DAC, Pune.
2	Tender Reference No.	CDACP/HPC-MBA-TM/20-21/320
3	Date of publishing of Tender document	13 th January, 2021
4	Last date and time of receiving bidder's queries through email	18 th January 2021, 1700 Hrs
5	Date and venue of pre-bid meeting	20 th January, 2021, 1200 Hrs, at C-DAC, Pune – 411008
6	Last Date and time of submission of Tender	8 th February, 2021, 1500 Hrs
7	Opening Date and Time of the Technical Bids	8 th February, 2021, 1530 Hrs
8	Opening Date and Time of the Commercial Bids	Will be informed later
9	Address for communication	Centre for Development of Advanced Computing (C-DAC) Innovation Park, Panchavati, Pashan, Pune - 411 008, Maharashtra (India) Phone: +91-20-25503100 Email: mmg@cdac.in
10	Bank Details	Name of Account: Centre for Development of Advanced Computing Name of Bank: IDBI Bank, Gokhale Road, Pune – 411016, Account No: 60010010004258 IFSC / NEFT Code: IBKL0000600



SECTION – I: INVITATION FOR BID

1. Introduction

C-DAC, Pune has been entrusted a responsibility to set-up Telemedicine centres at various locations in India, on behalf of their client under earlier setup Telemedicine network created by C-DAC, Pune. As a part of this project, C-DAC invites bids from interested bidders to set-up Telemedicine centres, operate and provide services, as per terms and conditions stipulated in this document.

2. Contact Information

Centre for Development of Advanced Computing (C-DAC)
Innovation Park, Panchavati, Pashan Road,
S. No 34, Pune, 411008, Maharashtra India
Phone: +91-20-25503100, Fax: +91-20-25503131
E-mail: mmg@cdac.in

3. Preparation of Bids and on-line Bid Submission

The bidders are required to submit soft copies of their bids electronically on the CPP Portal (<https://eprocure.gov.in/eprocure/app>), using valid Digital Signature Certificates. More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app>.

Bidder should take into account any corrigendum published on the tender document before submitting their bids.

Bidder should go through the tender document carefully. Bidder, in advance, should get the bid document ready to be submitted as indicated in the tender document / schedule and generally, they should be in PDF format.

Bidder should log in on to the site well in advance for bid submission so that the bid can be uploaded in time i.e. on or before the last date and time for bid submission. C-DAC shall not be responsible for any delay due to any reason / issue.

The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.

The uploaded tender documents become readable only after the tender opening by the authorized bid openers. Upon the successful and timely submission of bids, the portal will give a successful bid submission message and a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details. The CPP Portal is maintained by National Informatics Centre (NIC). Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24*7 CPP Portal Helpdesk. The contact number for the helpdesk is 1800 233 7315.

4. Two bid System

The Two –bid system will be followed. The e-bids should be submitted through <https://www.eprocure.gov.in/eprocure/app>, in separate e-packets as explained below:

I: Online – e-Packet No. 1: "Technical e-Bid" shall contain: (.pdf format only)

- a. Covering letter, as per **Annexure – IV**.
- b. Authority letter, as per **Annexure – V**.



- c. Scanned copy of Demand Draft /e-transfer receipt towards tender fee of Rs. 1000/- (Rupees One Thousand Only) drawn in favour of C-DAC payable at Pune. In case of DD, the original DD must reach physically at the place of Opening of the Tender on or before the Due Date & Time of the Tender.
- d. The undertaking towards Earnest Money Deposit (EMD) as per format given in **Annexure - VII**
- e. A copy of Certificate of Incorporation, Partnership Deed / Memorandum and Articles of Association / any other equivalent document, as applicable.
- f. Copies of PAN and GST registration certificates.
- g. Copies of orders/ contract, in support of eligibility criteria stipulated at **para 3, Section – II**.
- h. Duly filled Technical Bid with proper seal and signature of the authorized person (with name, designation, email id & contact no.)
- i. The copies of balance sheets **OR** the certificate from a Chartered Accountant certifying the annual sales turnover of the bidder for the financial year 2019-2020, 2018-2019 and 2017-2018.
- j. Letters of reference from past customers along with contact, address etc. of each customer should be provided in order to show past performance in the execution of projects of a comparable nature and complexity.
- k. The agency may inform about any award / appreciation by reputed jury / organization for completed or in-progress order / contract / project related to Telemedicine.
- l. The detailed technical specification, make, model, part number & **compliance of each item offered** supported by the printed catalogue / leaflet published by the Principal Manufacturer.
- m. Certificate from bidder, as per format given in **Annexure – VIII**.
- n. A photo copy of the commercial bid without prices (**prices blocked**) and copy of commercial terms & conditions (in details) as included in the commercial bid. C-DAC reserves the right to reject the bid in case of discrepancy observed in the un-priced commercial bid and the actual commercial bid.
- o. Other documents necessary in support of eligibility criteria, product catalogues, brochures etc.
- p. **Note:** C-DAC reserves the right to reject the bid if any of the above listed document/s is not submitted.

5. Online – e-Packet 2: “Commercial e-Bid” shall contain: (xls file only)

The Commercial Bid along with detailed terms and conditions, complete in all respects as per format given in **Section – V** of this document.

6. Last Date of submission/ uploading:

The on-line bids, complete in all respect should be uploaded through www.eprocure.gov.in/eprocure/app latest the date given in tender schedule.

7. Opening of Technical e-bids:

The Technical e-bids will be opened - online on the date given in tender schedule, through www.eprocure.gov.in/eprocure/app portal at:

Centre for Development of Advanced Computing (C-DAC)

Innovation Park, Panchavati, Pashan Road, Pune 411008,

Maharashtra, INDIA.

Phone: +91-20-25503100

Fax: +91-20-25503131

E-mail: mmg@cdac.in



The bids must be submitted on-line. C-DAC shall not be responsible for any postal /courier delays, if the Tender Fees is submitted in hard form. Non receipt of tender fee in the specified time may result in disqualification / rejection of the bid. The representatives (maximum two) of bidders are welcome to attend the opening of the `online' technical e-bids.

In case bidder requires any clarifications / information, they may contact C-DAC address given in Clause 2 of Section I.

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

8. Opening of commercial e-bids

Commercial e-bids of the qualified bidders will be opened either by arranging in-person meeting or through a web meeting. The representatives of bidders may join the meeting for opening of commercial bids. The time place and date of the meeting will be informed later.

C-DAC reserve the rights to open commercial bid at its sole discretion, if bidder or their authorized representative doesn't appear on the date and time of commercial bid opening. The authorized representative of bidders, present at the time of opening of the bids shall be required to sign an attendance register as a proof of having attended the commercial bid opening.

The bidder's name, bid prices, discounts and other appropriate details will be displayed at the time of the opening of the commercial bids.

(END OF SECTION - I)



SECTION - II: GENERAL CONDITIONS

1. Duration of Engagement

- The duration of project shall be for Two and half years (30 calendar months). Initial 06 months will be for survey, setup and training activities and remaining 24 months will be for maintenance and operation. Date of commencement shall be shared upon award of contract. Start and end date of each activity is subject to change for predefine duration.
- The project may be further extended in writing for another agreed period. Agency must undertake to provide services for the entire period of project including any extension(s) that may be given.
- Schedule/Timeline for Services

Weeks from Order	1	2	3	4	5	6	7	8	9	10	11	12	13..... Project End
Services													
Survey of Telemedicine Sites													
Readiness of Telemedicine Room													
Procurement and Delivery of Equipment													
Installation and Commissioning (I&C)													
Manpower Deputation and Training													
Operation of Telemedicine Centres													
Management Activities													
Maintenance of Telemedicine Centres													

* Above schedules are indicative maximum duration for each activity / service, and Agency must make all efforts to begin operations at all locations as early as possible.

2. Order Placements & Payment by

The orders will be placed and payments shall be released by

Centre for Development of Advanced Computing (C-DAC),
Innovation Park, Panchavati, Pashan,
Pune 411008, Maharashtra, India.

3. Eligibility Criteria/ Pre-qualification criteria

- The agency must be a legal entity registered under relevant laws of India and must have a head office in India.
- The agency must have annual average financial turnover of Rs. 1 Crores (Rupees One Crore only) for last two financial years ending 31st March 2020 as shown in audit report by a Chartered Accountant or Firm.
- The agency must have at least 01 completed or in-progress order / contract / project of value Rs. 1 Cr.(min) in last 05 years.



4. The agency must have at least 01 completed or in-progress order / contract / project in last 05 years covering a set-up of 05 or more sites / nodes and operating Telemedicine services at different geographic locations in India.
5. Currently, the agency must have at least 05 well trained persons / staff on their roll with degree in Engineering / Computer Science with at least one year of relevant experience.
6. The agency must have at least 01 completed or in-progress order / contract / project where Telemedicine sites / nodes are setup and operated in the State other than where agency's head office is located.
7. The agency must NOT own or be in exclusive possession / license of any software solution / product in Telemedicine / Tele-Consultation application domain competitive to C-DAC's Mercury™ Telemedicine product.
8. The agency must not have been black-listed or debarred from bidding process by any of the Central /State Government offices, PSUs or autonomous institutes, as on date of submission of bids.
9. The agency must quote for all the items as per price bid format given in **Section – V**.
10. The agency must comply with the provisions of the order No. F/No/6/18/2019-PPD dated 23 July 2020 issued by public procurement Division, Dept. of Expenditure, Ministry of Finance, GoI.
11. The items offered by the agency must comply with the provisions of Order No P-45021/2/2017-PP (BE-II), dated 4th June, 2020 issued by Public Procurement Division, Department of Investment and Internal Trade, Ministry of Commerce, GoI read with order number order No. W-43/4/2019-IPHW- MeitY, dated 7th September, 2020, issued by IPWH division of MeitY, GoI (for applicable items).

4. C-DAC's Right to amend / cancel

At any time prior to the last date of submission of bids, C-DAC reserves the right to modify the bid document by release of Corrigendum, for any reason, whether on its own initiative or in response to the clarification request by a prospective bidder.

C-DAC reserves the right to cancel the entire Tender without assigning any reasons thereof.

5. Precautions while preparing the Bids

Bidder should avoid, as far as possible, corrections, overwriting, erasures or postscripts in the bid documents. In case however, any corrections, overwriting, erasures or postscripts have to be made in the bids, they should be supported by dated signatures of the same authorized person signing the bid documents. In case of discrepancies and/ or calculation errors, if any, the lower unit prices and amounts shall only be considered for comparison of bids.

6. Earnest Money Deposit (EMD)

The bidder must submit an undertaking towards Earnest Money Deposit(EMD), as per format given in **Annexure – VII**.

7. Period of validity of bids

Bids shall be valid for minimum 120 days from the date of submission. A bid valid for a shorter period shall stand rejected.

C-DAC may ask for the bidder's consent to extend the period of validity. Such request and the response shall be made in writing only. The bidder is free not to accept such



request. A bidder agreeing to the request for extension will not be permitted to modify their bid.

8. Late Bids

C-DAC shall not be responsible and liable for the delay in receiving the bid for whatsoever reason. C-DAC will not be responsible for any issues arising/pertaining with CPP Portal (www.eprocure.gov.in/eprocure/app) for non-submission, failure in submission of bids on-line. Bidders are advised to submit e-bids well in advance of the last date and time of submission so the bids. C-DAC will not be responsible for failure in submission/upload of bids for non-working of the on-line portal at last day/hours of submissions of bids.

9. Evaluation of Bids

During evaluation of the bids, C-DAC at its discretion may ask the Bidder for clarification of its bid, if any. The request for clarification and the response shall be in writing, and no change in the prices are permitted. During the process of evaluation of bids, if any discrepancies are observed in the bid submitted, the bidders may be given an opportunity to clarify on same. If in the view of bidder, any change in quantity, make or model is required or any additional items are required, for clearing the said discrepancy, the bidder has to arrange for said change and/or addition of material without any increase in the prices quoted.

If the information provided by the bidder is found to be incorrect/misleading at any stage/time during the Tendering Process, C-DAC reserves the right to reject all such incomplete bids.

10. Comparison of Bids

The total price including the taxes (@ the rates quoted by the bidder or tariff rates – whichever are lower) for entire solution shall be considered for computing L1 and for placement of order.

11. Selection Procedure

- a. The Tender will be evaluated in following two stages (in the same order)
 1. Technical Evaluation
 2. Commercial Evaluation
- b. The agencies who comply with the eligibility criteria will only be considered for Technical evaluation.
- c. The agency, who qualifies the Technical evaluation, will be shortlisted for Commercial Evaluation.
- d. Only the bid/quotation qualified in all regards shall be considered for further processing.
- e. C-DAC may invite the bidder for any further explanation / presentation / clarification, in-person or over email/video-conference, before selection. The schedule and venue for any face-to-face presentation will be intimated in advance.
- f. C-DAC reserves the right to reject any bid/quotation, without assigning any reasons thereof.
- g. The Order will be awarded to the agency meeting all bid requirements and conditions offering the LOWEST price/quote overall.
- h. If more than one bidder quotes the same lowest price, C-DAC reserves the right to award the Order to any one or more or all L1 bidders with the scope / number divided suitably, at its own discretion.
- i. C-DAC may, at its own discretion, split the Order to single or multiple or all agency/agencies who are willing to join the project at L1 quoted prices.



- j. If it is observed that the rate quoted by the L1 bidder is un-sustainable/unreasonable and/or it would not be possible to maintain the service obligations, in such case C-DAC reserves the right to reject the lowest bid and award the Order to next eligible bidder without requiring any re-quotation / correction / explanation from L1 bidder.
- k. The intimation to selected Agency will be communicated in writing/electronic media by C-DAC. Upon intimation of award of Order, the Agency must complete required formalities (submission of any undertakings, Performance Bank Guarantee, etc.) within the stipulated time-frame, failing which, the Order shall be canceled and awarded to next eligible bidder at sole discretion of C-DAC.
- l. Decision of C-DAC with regard to selection and award of Order shall be final and binding on all bidders and selected Agency(s).

12. Corrupt or Fraudulent Practices

- a. It is expected that the bidder who wish to apply should have highest standards of business and professional ethics.
- b. C-DAC may reject any bid/quotation if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices while competing for this Tender.
- c. C-DAC may declare a bidder ineligible, either indefinitely or for a stated duration, if it at any time determines that the bidder has engaged in corrupt and fraudulent practices during the award / execution of Order.
- d. Any attempt of canvassing on the part of the bidder, directly or indirectly, after submission of Price Bid / Quotation to influence the authority to whom he has submitted the bid or authority who is competent to finally accept it or any endeavor to secure any interest for an actual or prospective bidder or to influence by any means such bids are liable to be rejected.

(END OF SECTION - II)



SECTION – III: SPECIAL CONDITIONS OF CONTRACT (SCC)

1. Price Bid / Quotation to be submitted

- All prices to be quoted by the Bidders will be in Indian Rupees only.
- The Price Bid should be submitted in prescribed format as uploaded on www.eprocure.gov.in. All required/mentioned services should be quoted for, any omission shall be ground for rejection of bid.
- The rate quoted by the bidder shall be inclusive of packing, forwarding, freight, insurance, loading/un-loading, one year warranty and all incidental expenses necessary for proper execution and completion of the work in accordance with the terms & condition of this tender document.
- Prices quoted by bidder shall remain firm till completion of order. The applicable taxes must be quoted separately. **C-DAC will not issue any tax / duty exemption certificate.**
- The price bids must be complete in all respects with proper seal and signature of authorized person.

2. Warranty and AMCs:

- For software, computer hardware, networking and medical equipment / instruments:
The items supplied shall carry an in-built one-year comprehensive on-site warranty. In case of break down or non-functioning of any of these items during the warranty period, the agency shall arrange on top priority to repair/ replace the faulty item / equipment free of cost.
The response time for warranty service shall be 8 hours (max) and resolution time shall be 48 hours (max). In case the resolution time is more than 48 hours or if the faulty item is required to be taken out of site premises for repairs, the agency shall arrange for a replacement of item, till problem is resolved.
- After completion of one year of onsite warranty, all IT/Medical equipment must be covered through onsite comprehensive AMC for a period of next one year.

For all delivered, installed and commissioned equipment/materials must cover through warranty and/or AMC total for a period of two (02) years from date of commissioning.

3. Payments to Selected Agency

The payments will be released to selected agency in the following manner and subject to conditions mentioned.

Sr. No.	Payments towards:	Terms for release of payment
1	Capital items (Computer hardware, software, networking items, Medical and other equipment / instruments, Survey & Site Readiness) As given in Section – V: Price Bid for Sr. No. 1.01 to 1.10, 2.01 to 2.10, 5.01 to 5.07 and 6.01.	An amount up to 50% of the cost of capital items can be released against submission Bank Guarantee of equivalent amount. This Bank Guarantee will be released on receipt of all the capital items at site/s. OR Bidder has option to not seek advance hence, not submit Bank Guarantee. Payment up to 90% of the cost of capital items will be released against receipt of material at site/s and submission of invoices on pro-rata basis, after adjusting the proportionate advance



		amount (if advance payment is released). Balance 10% will be released on successful installation of equipment and against submission of installation report duly signed by client and against submission of Performance Security of 3 %.
2	Installation & Commissioning (I&C)	100% I & C charges quoted will be released upon submission of I&C completion certificate issued by client and invoices/bills.
3	Medical Consumables	100% of the cost of the medical consumables can be released in advance for each operation year (02 operation years), against proforma invoice. Final invoice to be submitted immediately, on dispatch of material.
4	CAMC for equipments/ instruments	25% on quarterly basis, at the start of each quarter. AMC charges should not be more than 15% of the prices quoted for Capital Equipments offered (pre-tax and excluding medical-consumable part).
5	Training	50% advance, rest within 1 calendar month upon submission of Training completion certificate by client and invoices/bills.
6	Operations	50% on half yearly basis, at the start of first and third quarter of the year, subject to submission of invoices / bills of previous period.

4. Financial Terms & Conditions

- Service Agency must clearly mention the applicable taxes & duties, GST codes (HSN/SAC), etc. as applicable on date of submission of bids. Only statutory change in rates will be admissible upon submission of bill/invoice on submitting satisfactory documentary evidence to prove that the tax is actually paid by the Service Agency to the respective Govt. agencies.
- All bills/invoices are payable by C-DAC within thirty (30) days of their approval by C-DAC. The bills/ invoices for each site can be raised separately. The bills/invoices can be raised for part supply as well.
- Service Agency will submit itemized bill for individual items.
- No claims for any other amount or remuneration further to the amount mentioned in quote/price-bid for specific work/activity/procurement shall be admissible.
- All payments to Service Agency are subject to statutory deductions, wherever applicable. TDS certificate will be issued by C-DAC where tax is deducted at source. Bidder must submit proof of any exemption allowed for it to be admissible.
- Service Agency shall return funds to C-DAC for unutilized items or undelivered services within 15 days from the date of demand.
- The payment towards Telemedicine room renovation shall be done only against the bills for actual cost incurred strictly.
- Service Agency shall not raise or submit any bills/debit-note, financial demands, etc. to Client / User agencies, unless prior authorized by C-DAC.
- All expenditures by Service Agency shall be in accordance with applicable rules/laws for assigned activities only.



- j. Service Agency agrees to maintain all project related financial records in separate book of account as required under relevant laws/rules.
- k. Service Agency agrees to let C-DAC or any agency appointed by it, legal agencies having jurisdiction over C-DAC, Comptroller and Auditor General of India or its representatives to demand/review books of account and other records, pertaining to or arising out of the Order, and make them available for inspection without any hindrance and provide complete cooperation and access to its premises.
- l. Any lapse on the part of Service Agency for maintaining accounts, verifying, auditing the accounts, etc. shall not be, in any case, attributable or liable to C-DAC. Penalty, if any, levied for the said lapse of Service Agency shall be exclusively borne by Service Agency.
- m. The Operations cost is inclusive of manpower cost, cost of reasonable consumable (except medical consumables given specifically in BoM), cost of travel and stay of its staff, any contingency and provisions, etc.
- n. Depending on the funds made available to C-DAC by client / funding agency of the project, there may be delays in release of advance/payment to the Service Agency beyond stipulated time frame. The Agency must be able to sustain and continue operations of Telemedicine services as assigned to it for a duration of two (02) consecutive months out of its own funds.

5. Performance Security:

- a. The successful agency will be required to furnish the Performance Security for an amount equivalent to 3% of the order value of towards the satisfactory performance of equipment supplied, smooth functioning of the set-up / solution provided over the warranty period, and operations activities, in the form of a Bank Guarantee, as per format given in **Annexure – VI**.
The Bank Guarantees from a commercial bank should be submitted before claiming final instalment of payment for capital items and shall remain **valid for the period of 25 months** from the date of successful installation. The PBG must be negotiable at a branch of issuing bank in Pune.
- a. The Performance Bank Guarantee shall be extendable further on project extension.

6. Penalty for Delay:

- a. In case of delay on the part of bidder in supply and/or installation of capital items (computer hardware, software, medical equipment/ instruments) and other activities, beyond the schedule, C-DAC reserves the right to levy a penalty @ zero point five percent (0.5%) of the order value, per week of delay, subject to maximum of 10 % of the cost of capital items.

7. Penalty for Unsatisfactory Services

- a. Service Agency shall complete and fulfil assigned responsibilities within the stipulated time-frame of the project/work order/program with expected/defined/reasonable quality.
- b. If in view of C-DAC the services provided or carried out are not satisfactory or not up to the expectation/defined/reasonable quality, C-DAC will issue a notice in writing to the Agency, seeking explanation and/or giving reasonable time for rectification/improvement.
- c. If the services are not improved or the improvements are not to the satisfaction of C-DAC and/or the client, C-DAC may, at its own discretion:
 - i. Levy penalty of zero-point five percent (0.5%) of Order value for each such instance, or
 - ii. Invoke PBG/Security Deposit and/or require more/fresh PBG/Security Deposit to be submitted or;



- iii. Cancel the Order, partially or fully, in case the number of unsatisfactory notices issued in a calendar year exceeds five (05) or the total penalty imposed is more than five percent (5%) of Order value, or;
- iv. Take such measures as it deems fit to make good the deficiency and charge the cost to the Agency.
- d. Any fine levied by client on C-DAC or Agency for failure to perform on part(s) of project/work order/program etc. assigned to Service Agency shall be borne by Service Agency only.
- e. Selected bidder/s shall be fully and completely responsible and liable for any claim / demand / action / liabilities / dues etc. arising out of/incidentals to any act/omissions/performance/non-performance/part-performance/underperformance of the selected bidder/s or its agents /employees/ consultants etc.
- f. Any flaw in rendering services or delay in rectification that is not attributed to Agency viz. site preparation/ condition, arranging of material and the conditions arising out of Force Majeure will not be considered for the purpose of calculating penalties.
- g. The Agency must ensure safety of all the items of furniture, plants, office equipment and other fittings provided in the premises and shall be liable to make good of any loss to the same if damaged due to or attributed to action or in-action of Agency's deputed staff at sites.

8. Right to amend / cancel Tender

- a. At any time prior to the deadline for submission of Price Quotation, C-DAC may at its sole discretion, for any reason/its own initiative, modify any part of the Tender document. Any such amendments/ modifications in Tender document shall be binding on the bidders.
- b. C-DAC at its discretion may extend the deadline for the submission of bid/quotation, if it thinks necessary to do so or if the document undergoes changes during the Tender application period, in order to give prospective agency/agencies time to take into consideration the amendments while preparing their Price Bid / Quotation.
- c. C-DAC reserves the right to cancel the entire Tender without assigning any reasons there for.

9. Sub-Contracting or Transfer of Rights/ Responsibilities

- a. The Agency shall not assign or transfer the roles, rights and responsibilities assigned to the Agency to any other person or entity without prior written permission of C-DAC.
- b. The Agency shall not sub-contract assigned services in any way to others without prior written permission of C-DAC.

10. No Partnership or Joint Venture & Non-Exclusive

- a. Nothing in this Tender /Price Bid / resultant work order / contract upon selected bidder/s shall constitute, create or give effect or recognize a Joint Venture, partnership, or business entity of any kind.
- b. This Tender / Price Bid / resultant work order / contract is non-exclusive in nature and does not accord any Right to First Information/Refusal/Acceptance to either party.

11. Force Majeure

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



emergencies, civil commotion and strikes at successful Bidder's premises or any other act beyond control of the bidder.

12. Dispute Resolution / Arbitration

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

13. Termination / Cancellation of the Order

- a. C-DAC may, by not less than thirty (30) days written notice of termination to the selected Agency, terminate the Order, where such notice is given after the occurrence of any of the events specified in this section, if:
 - i. The selected Agency fails to remedy any breach hereof or any failure in the performance of its obligations hereunder, as specified in a notice of suspension, within 30 days of receipt of such notice of suspension or within such further period as C-DAC may have subsequently granted in writing, or;
 - ii. The selected Agency becomes insolvent or bankrupt or enters into any agreement with its creditors for relief of debt or take advantage of any law for the benefit of debtors or goes into liquidation or receivership whether compulsory or voluntary, or;
 - iii. The selected Agency fails to comply with any final decision reached as a result of arbitration proceedings, or;
 - iv. The selected Agency submits to C-DAC a statement which has a material effect on the rights, obligations or interests of C-DAC and which the selected Agency knows to be false, or;
 - v. Any document, information, data or statement submitted by the selected Agency in Price Bid / Quotation, based on which the selected Agency was considered eligible or successful, is found to be false, incorrect or misleading, or;
 - vi. As the result of Force Majeure, the selected Agency is unable to perform a material portion of the Services for a period of more than 60 days, or;
 - vii. C-DAC, in its sole discretion and for any reason whatsoever, decides to terminate the contract.
- b. Service Agency may terminate the order by issuing at least thirty (30) days written notice only in case of non-payment of due amount by C-DAC within scheduled/ agreed time period. Further, C-DAC may require Service Agency to fulfil its obligations in the project for up to ninety (90) days after completion of notice period.
- c. In the event of termination, Service Agency shall handover all material including, but not limited to, assets, spares, consumables, unutilized advance, reports, keys, etc. to C-DAC or its assigned representatives within stipulated time.



- d. In the event of termination, for any of reason(s) above, C-DAC shall determine the amounts due or recoverable from the selected Agency. The Agency must refund such amount as determined by C-DAC within stipulated time; failing which a simple interest of Twelve percent (12%) per annum on total outstanding shall be payable by the Agency till final closure of account.

14. Intellectual Property Rights

- a. IPR's in respect of any or all work sunder this Tender/Price Bid/ resultant work order/contract including but not limited to software / hardware designs, developments, codes, architecture, documents, manuals, presentations, reports, charts, diagrams etc. in soft/ digital /electronic/hard/print copy or any other mode/manner/medium shall be exclusively owned by C-DAC. Service agency hereby assigns irrevocably all its interest to C-DAC and agrees to sign and execute any document necessary to that effect.

15. Indemnity

The successful bidder shall indemnify, protect and save C-DAC, its client and user institutions from/against all 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 bidder or
- b. such other statutory infringements in respect of all the equipment supplied by successful bidder, or
- c. any act/omission/performance/under or non or part performance/failure of the bidder.

Service Agency shall give an undertaking / indemnity bond, in prescribed format, to C-DAC and its client against all claims on accounts of non-compliance of the statutory laws that may be raised by workers / enforcement authorities in respect of the contract.

16. Limitation of Liability

The liability of the vendor arising out of breach of any terms/conditions of the order, misconduct, willful default will be limited to the total order value.

However, liability of the vendor in case of death, injury, damage caused to the personnel, property due reasons attributed to vendor, will be at actuals.

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

17. Governing Law and Jurisdiction:

This Tender/Price Bid/ resultant work order/contract shall be governed by and interpreted in accordance with the laws of India and 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 1996.

18. Interpretation of the clauses in Tender Document

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

19. Non-Disclosure of Confidential Information Clause

- a. The bidder who will be selected as service agency for this tender, agrees that:
 - i. it shall use any Confidential Information provided by C-DAC only for the purpose(s) for which it is provided.
 - ii. It shall not disclose the Confidential Information to others without the express written permission of C-DAC.



- iii. it shall not disclose the Confidential Information to any employee of Recipient without need to know.
 - iv. it shall not to disassemble, reverse engineer, decompile any prototype, software and other tangible objects.
 - v. it shall not to publish/ copy/ duplicate/exploit the Confidential Information.
 - vi. it shall take all reasonable measures to protect the secrecy of and avoid disclosure and unauthorized use of the Confidential Information. Without limiting the foregoing, Receiving Party shall take at least those measures that Receiving Party takes to protect its own highly Confidential Information. The Receiving Party shall have its employees, if any, who have access to Confidential Information sign up to a Non-Use and Non-Disclosure conditions in contents similar to the provisions hereof, prior to any disclosure of Confidential Information to such employees. For the sake of clarity, the Receiving Party's employees may have signed up to similar conditions relating to the non-use or non-disclosure of Confidential Information as part of their employment contract with the Receiving Party. In such circumstances no further written agreement is required. The Receiving Party shall not make any copies of Confidential Information unless the same are previously approved in writing by the Disclosing Party. The Receiving Party shall reproduce Disclosing Party's Proprietary rights notices on any such approved copies, in the same manner in which such notices were set forth in or on the original. The Receiving Party shall immediately notify the Disclosing Party in the event of any unauthorized use or disclosure of Confidential Information.
- b. "Confidential Information" shall include but is not limited to:
- i. Information disclosed by C-DAC in the nature of Project Proposal / Order / Work details which is being offered or already offered or will be offered including but not limited to details of funding / user / client agency and it's officials, activities / services, execution plan and strategies, work duration, financial information, specifications / make model / other details of equipment, locations of work, records / bills / reports / documents, electronic / written / oral communications, deployment architecture / network design / other details of IT components and Telemedicine software.
 - ii. Information relating to the Parties financial, regulatory, personnel or operational matters,
 - iii. Information related to the Parties clients, customers, beneficiaries, suppliers, donors, employees, volunteers, sponsors or business associates and partners,
 - iv. Any technical / scientific information, software codes / programs / libraries / compilers / architecture, Trade secrets, know how, inventions, discoveries, techniques, processes, methods, formulae, ideas, technical data and specifications, testing methods, research and development activities, computer programs and designs, documentation, reports, charts, plans, figures
 - v. Contracts, product plans, sales and marketing plans, business plans and
 - vi. All information not generally known to the general public regarding either Party and its business, regardless of whether such information is in written, oral, electronic, digital or in any other form and regardless of whether the information originates/received from Parties or its affiliates / agents / representatives / contractors.
- c. Non-Disclosure Duration and Termination
- i. This Non-Disclosure clause shall be effective from the Effective Date of order awarded through this tender process and shall remain in full force and effect for a period of two years or period of order whichever is later.
 - ii. The Party's respective rights and obligations hereunder shall survive termination and remain in full force and effect in perpetuity with respect to each portion of Confidential Information disclosed prior to termination/expiry.
- d. Remedies



- i. The Receiving Party recognizes that money damages will not be an adequate remedy for any breach or threatened breach of obligations hereunder and therefore agrees that in addition to any other remedies available hereunder, by law or otherwise the Disclosing Party shall be entitled to obtain injunctive relief and/or a decree for specific performance and any other legal or equitable remedy available to it.
- e. Return of materials:
 - i. All documents and other tangible objects containing or representing Confidential Information and all copies thereof which are in the possession of Receiving Party shall be and remain property of the Disclosing Party. The Receiving Party shall promptly return to the Disclosing Party upon Disclosing Party's request and Receiving Party agrees to return all the Information to the Disclosing Party upon termination of the order awarded through this tender process subject to receiving a written request from the Disclosing Party.
- f. General Provisions:
 - i. The obligations and duties imposed by this Non-Disclosure clause regarding Confidential Information may be enforced by the Discloser of such Confidential Information against any and all Recipients of such Confidential Information.
 - ii. The Receiving Party is liable and responsible for breach of the terms of this Non-Disclosure clause by any of its Affiliates, employees and representatives
 - iii. If any provision of this Non-Disclosure clause is unenforceable, the Parties will revise the said provision so that, it can be enforced. Even if no revision is possible, the rest of the Non-Disclosure clause will remain in force.
 - iv. This Non-Disclosure clause shall be governed by the laws of India without reference to conflict of laws principles and shall be subject to jurisdiction of courts in Pune, India.

(END OF SECTION – III)



SECTION – IV: SCOPE OF SUPPLY AND SERVICES

Under the project, C-DAC's client is planning to setup additional Remote Telemedicine Centres (RTCs) and include them into their existing Telemedicine Network. Project will include 10 RTCs that to be setup and operated by C-DAC's Service Agency at locations as indicated in **Annexure-I (A)**. Appropriate hardware will be set up at these locations. The site / technical staff at these 10 new RTCs will be trained to handle the deployed software & equipment. Agency will operate Telemedicine services at these locations and provide onsite Annual Maintenance Cover (AMC) for deployed equipment.

Further, Telemedicine services are being operated by C-DAC and its other Service Agency at 03 existing Remote Telemedicine Centres (RTCs) and 02 existing Telemedicine Resource Centres (TRCs) for already established Telemedicine Network at the locations given in **Annexure-I (B & C)**. Service Agency will provide additional medical equipment and its onsite AMC at these locations.

Additionally, 04 existing RTCs, as mentioned at **Annexure-I (D)**, are managed by client / their identified agency which will have access to Mercury™ Nimbus Telemedicine solution deployed at client's Data Centre for transferring medical records to TRCs for consultation. Service Agency will assist client / their identified agency staff for training, deployment, maintenance and uses of Mercury™ Nimbus solution.

1. Services to be carried-out by selected Agency

a. Survey of Telemedicine Sites

Agency will conduct a survey of Remote Telemedicine Centres (RTC) towards their readiness as per directions of C-DAC. List of Centres are mentioned in **Annexure-I (A)**.

b. Readiness of Telemedicine Room

Agency will identify and carryout any preparation work that is required at locations given in **Annexure-I (A)** towards their readiness, including any necessary civil / electrical / interior / IT-infrastructure renovation, and provide furniture and air conditioning where required. (Telemedicine room will be allotted/ provided by client).

c. Procurement and Delivery of Equipment

Agency will procure and deliver the equipment as per Bill of Material (BoM) meeting minimum specifications as mentioned in **Annexure-II** at locations given in **Annexure-I (A & B & C)**.

d. Installation and Commissioning (I&C)

Agency will perform on-site Installation and commissioning (I&C) of hardware and software at each location as directed by C-DAC. Also, Agency will co-ordinate / facilitate setup of communication links, their testing and troubleshooting as required at each location.

e. Manpower Deputation and Training

Agency will depute manpower meeting minimum qualification and experience, at RTC locations given in **Annexure-I (A)** to operate Telemedicine network. The expected functions, duties, qualification/experience of deputed staff is given in **Annexure-III**.

Agency and its staff will impart training to authorised Medical Staff and Users at each location from time-to-time and as required in using the Telemedicine facility and



hardware/software. C-DAC will provide one-time training on various aspects to Agency's staff.

f. **Operation of Telemedicine Centres**

Agency will operate the Telemedicine services/hardware/software at locations given in **Annexure-I (A)**. Operational activities will include, but not limited to, facilitating users of the services, conduct the Telemedicine sessions, preparation of required reports, maintain reasonable quantities of supplies and consumables, up-keep/fine-tune hardware and software, communicate with medical and other officials of location, and carry out such activities as directed by C-DAC from time-to-time.

g. **Management Activities**

Agency will co-ordinate with service provider(s), local authorities, relevant authorities of client and C-DAC to ensure the safety, security, cleanliness, water and electrical supply, internal / external IT network and telephone line connectivity, etc. at each location in order to keep services and facility operational.

Additionally, Agency will setup a provisional project office under a Project Manager at the city where client's Head Office or most prominent Referral center / Specialty Hospital is located to better co-ordinate with client's Head Office / Specialty Hospital as well as daily monitoring/co-ordination of all locations in the network. The Project Manager will communicate with and receive directions from C-DAC on matter(s) of day-to-day Operations and Management.

Although the network/communication infrastructure/link will be provided by client, Agency will co-ordinate with service provider(s) towards installation, up-keep, fault resolution etc. of network link.

Agency will perform such activities, within the purview of the project, as assigned by C-DAC from time-to-time.

h. **Maintenance of Telemedicine Centres**

Agency will maintain all hardware / software / operating environment at locations given in **Annexure-I (A & B & C)** through warranty coverage, servicing, preventive maintenance, repair, replacement, anti-virus scan, application of updates and patches as may be required from time-to-time or scheduled as approved / directed by C-DAC.

2. Completeness Responsibility

- a. The Agencies may please note that this is a contract on 'Turn-key' basis. Notwithstanding the scope of work, engineering, supply and services stated in bid document, any equipment or material, engineering or technical services which are not specifically mentioned under the scope of supply of the Agency and which are not expressly excluded there from but which – in view of the Agency - are necessary for the required performance of the set-up / solution in accordance with the Tender specifications are treated to be included in the bid and has to be implicitly performed by bidder. In no case, the Agency will be permitted to increase the prices quoted.

3. Service-related Terms & Conditions

a. **Survey and Readiness of Telemedicine Room**

- i. Service Agency will conduct physical survey of each site to assess electrical earthing/conditioning, water/drainage, safety and security, reasonable privacy, capacity, usability and presentability, accessibility/approach to room, communication availability,



air-conditioning, and other such parameters deemed necessary to operate Telemedicine function and equipment.

- ii. Service Agency will submit the survey report to C-DAC with advice to client / local authorities for completion.
- iii. Service Agency will obtain allotment of a usable room and permission from local authority (Head of Hospital, etc.) along with lock-keys under its custody (duplicate may be retained by Hospital for purpose of overall security/safety) during operation of project.
- iv. Service Agency will carry out any necessary finishing-work of civil, electrical, lighting, décor, covers, furniture/storage, and air-conditioning, etc. work as may be required.
- v. Service Agency will install necessary cabling, IT components, wire-managers, etc. towards installation and operations of IT and medical equipment.

b. Procurement and Delivery of Equipment

- i. The Bill of Material and specification given in **Annexure-II** is guiding / minimum specification of each equipment. However, Service Agency should opt for a better and latest configuration given the price-feature comparison. In case equipment are found / determined to be deficient in performance or specification, Service Agency will be required to replace / upgrade them at its own cost.
- ii. Service Agency will ensure devices / equipment / spares / consumable are within their active product life-cycle with service / support / spare availability for 04 years at time of purchase. Service Agency should avoid procuring material that are already out of or approaching product end-of-life in next 02 years from date of commissioning.
- iii. Service Agency must take precaution while supplying medical consumables considering its expiry date. The medical consumables can be supplied in blocks as per rate of consumption, however total supplied quantity at end of each operation year shall not be less than quantity invoiced.
- iv. Service Agency will procure all devices and equipment with adequate manufacturer warranty and servicing to cover instances of failure and replacement that may be needed.
- v. All the equipment must be of reputed brands and from genuine national / multinational manufacturers. The 'assembled' equipment must be avoided. All equipment should meet relevant regulatory requirements for safety, usability, and energy efficiency.
- vi. Service Agency will ideally procure all equipment and supplies through limited / public and fair tendering process following its own rules. For proprietary equipment that interface with Mercury™ Nimbus solution directly, C-DAC will issue specific vendor certificate and material may be purchased from them directly.
- vii. Service Agency will insure and maintain all equipment and devices purchased under the project against loss or damage due to fire, theft, earthquake, flood and such threats for the period of project. Any loss / damage due to above shall be made good by Service Agency.
- viii. Service Agency will supply all equipment in the name of the client. The equipment / items must be delivered in good and workable condition.
- ix. Service Agency will ensure transport and delivery of all equipment at each location as part of this activity. Service Agency has option to either deliver the equipment at each project site directly OR at a designated central location, and then further transfer them to individual client locations. In all cases, equipment must be covered under insurance and other relevant safeguards during transit.
- x. The ownership of the goods shall stand transferred to the client from the point of dispatch from factory / warehouse / stores. However, the total risk and responsibility of goods / materials shall fully rest with the supplier / Service Agency till commissioning of the materials / equipment.



- xi. In case of delay in delivery / repair / replacement of equipment, bidder shall arrange alternative to the equipment for such duration. The alternative equipment must be a working unit having necessary functions required for their operation in project.
- xii. Service Agency shall obtain and maintain e-way bill and submit copy to C-DAC / its client on demand during project period.

c. Installation and Commissioning (I&C)

- i. Service Agency will carry out installation, setup, configuration, testing etc. of hardware and software at each location.
- ii. Service Agency will ensure that all furniture, fixtures, racks, cabling, batteries, terminals, plugs, joints, connectors, etc. are fixed properly, professionally, cleanly and in a manner that does not pose any health and safety hazard to people or equipment.
- iii. Service Agency will ensure that any external units (WiFi AP / CoE, AC outer unit, etc.) are properly secured and placed in boxes/grills to safeguard against loss or causing damage to others.
- iv. Service Agency will put up adequate signage, posters and user information boards at appropriate places in room or at outside (with due permission of authorities) after getting such signage/posters design and content approved by C-DAC.
- v. Service Agency will carry out shifting/relocation of Telemedicine Centre to another premises/room, where initial installation/commissioning was done temporarily on request of local/client authority.
- vi. Service Agency shall submit delivery challan and Installation & Commissioning completion certificate to C-DAC with make, model and serial no., duly signed by local Nodal Officer / Authority.

d. Manpower Deputation and Training

- i. Service Agency will appoint one number of manpower as Site Administrator & Technician at each location given in **Annexure-I (A)**.
- ii. The Agency shall appoint a Project Manager and Project Coordinator for the project. The project Manager shall be located at New Delhi / Noida.
- iii. Service Agency will ensure all deputed staff are educationally and technically qualified to operate the equipment / services at site. The expected qualification and job profile are given in **Annexure-III**.
- iv. Service Agency will share employment / appointment information of deployed manpower with C-DAC / its client on demand during project period.
- v. Service Agency will ensure that its deputed staff follow the rules and regulations of the local / client authority with respect to safety and security, and observe office / duty hours / holidays as stipulated by local / client authority from time to time.
- vi. Service Agency will obtain letter from client to access their premises and relevant facilities for project work.
- vii. Service Agency will ensure that all absence of staff from site is with prior intimation to the local / client authorities, and a suitable alternate staff is available at site in case regular deputed staff is absent or on leave for more than 03 consecutive days.
- viii. Staff and workers, deputed / recruited by Service Agency and assigned to any of project related activities, shall not be considered under C-DAC's / Client's employment rolls and shall not be privy to any service / pay / compensation conditions at C-DAC / its client.
- ix. Service Agency will ensure that all statutory provisions with regards to employment (such as Minimum Wages, Labour, Provident, Maternity, ESI, Insurance etc.) are met and fulfilled by it as per government rules. In this regard, Service Agency will submit documentary proof to the C-DAC/its client on monthly basis during the contract period.



C-DAC and its client shall not be responsible or / and liable towards any additional payment / compensation / penalty / claim / etc. in these regards.

- x. Service Agency will ensure it has and deploys adequate number of staff, apart from manpower required at sites for operation, to carryout activities such as survey, renovation, procurement, I&C and other activities required under the project from time-to-time.
- xi. Service Agency will give training to site staff on setup, configuration, use and troubleshooting of hardware and software. The training should include handling, using and maintaining both technical and medical equipment, record keeping, as well as aspects of safety, privacy, basic courtesy, professionalism, timeliness, etc.
- xii. Service Agency will conduct an initial and subsequent on-demand training(s) for hospital staff and users for the use of Telemedicine services and software.
- xiii. Service Agency shall submit Initial User Training completion certificate to C-DAC, duly signed by local Nodal Officer / Authority.

e. Operation and Management of Telemedicine Centres

- i. Service Agency will ensure the site is operational and usable on all working days and time-table as per local calendar / roster or instruction issued by local / client authority.
- ii. Service Agency will operate 'in the field' and shall be responsible for day-to-day operation, monitor, assistance related activities etc. as required towards fulfilment of project activities/responsibilities, and as directed by C-DAC from time-to-time.
- iii. Service Agency shall provide and maintain reasonably adequate stock of consumable items such as stationary, printer cartridge / toner, papers, batteries, light bulbs, etc. at each site.
- xiv. Service Agency will submit consumption certificate for supplied medical consumables, duly signed by local Nodal Officer / Authority to C-DAC.
- xv. Service Agency shall not dispose / condemn the damage / unrepairable / expired items by its own. It must be done as per the policy of client and after approval of client and C-DAC until then Service Agency shall preserve damage or unrepairable equipment / parts.
- iv. Service Agency will maintain meticulous record of activities and usage of telemedicine centre, communication line utilization, and schedule/roster for each site, events and sessions, attendance of staff and users, and include such statistics in its reports to C-DAC, submitted monthly and as and when required/demanded.
- v. Service Agency shall work in coordination with any other Service Agency who is operating Telemedicine services at other Telemedicine sites. Service Agency shall strictly follow the instruction of C-DAC for coordination with other Service Agency. Activities for such arrangement includes making roster plan, Teleconsultation with existing Telemedicine facility etc.
- vi. Service Agency will assist end users/stakeholders and communicate with local/client's officials for continuity of Telemedicine services at all locations. However, such communication is to be limited to operation of telemedicine services and copy of such communication will invariably be submitted to C-DAC immediately.
- vii. Service Agency will co-ordinate with network service provider(s) towards installation, up-keep, fault resolution etc. of network link.
- viii. Service Agency shall not use nor cause/allow others to use the facility, equipment, services, manpower for purposes other than Telemedicine/Tele-Consultation, medical record capture/store/view, CME, clinical / medical discussions with patient/remote doctors and such usages as authorized by local/client authorities and C-DAC.
- ix. Service Agency will setup a provisional project office under a Project Manager at the city where client's Head Office or most prominent Referral centre / Specialty Hospital is located, as approved by C-DAC, to better co-ordinate with client's Head Office /



Specialty Hospital as well as daily monitoring/co-ordination of all sites in the network, maintain master records, ensure daily attendance, and other such activities necessary. Job profile and minimum qualification/experience for Project Manager are mentioned in **Annexure-III**.

- x. Service Agency will depute/assign the overall management of project responsibilities to a Project Coordinator/Director, who shall be not less senior than a Director and authorise such staff to receive/send communication, take decisions and issue directions on behalf of the Agency. The Project Coordinator/Director shall communicate with Project Leader/Head at C-DAC towards all project activities. Job profile and minimum qualification/experience for Project Coordinator/Director are mentioned in **Annexure-III**.
- xi. Service Agency will follow industry accepted processes and mechanisms, as far as practical and not in contravention to terms set forth in this document, towards execution, management and operation activities under the project to bring efficiency and quality in outcomes.

f. Maintenance of Telemedicine Centres

- i. Agency will maintain Telemedicine sites and shall be responsible for day-to-day maintenance, warranty, AMC, etc. as required and/or directed by C-DAC.
- ii. Service Agency will carry out and maintain meticulous records of maintenance activities performed on hardware (cleaning/service/change of parts/etc.) and platform/application software (updates/patches/anti-virus scan/backup/etc.) and make available to C-DAC and local authorities for inspection on demand.
- iii. Service Agency will ensure patient data safety and privacy at all time. Backups should be planned and taken at Server side at regular interval and backups kept secure.
- iv. Agency will maintain and keep operational all delivered, installed and commissioned equipment/materials through warranty and/or AMC for a period of two (02) years from date of commissioning.
- v. For devices/equipment where such repairs/maintenance service from manufacturer is not adequate/available, Service Agency will make spare arrangements and/or financial provisions to repair/replace such devices/equipment during the project duration.
- vi. Service Agency shall maintain any damage/non-functional device/equipment as per Govt. policy and rules. Service Agency shall not condemn, scrap and dispose the device/equipment by its own and follow instruction of C-DAC/client or as per Govt. guidelines.
- vii. Service Agency will prepare report and assist C-DAC to advise client authority on matter of device obsolesce, non-reparability, out-of-useful-life devices and equipment that may affect operations at site(s).

4. General Terms & Conditions

- a. For all activities related to the said project, C-DAC's decision shall be final and binding on Service Agency.
- b. This proposal/project shall be governed by and interpreted in accordance with the laws of India. Courts in Pune shall have exclusive jurisdiction to try, entertain and decide any litigation arising out of / under this proposal/project.
- c. Service Agency acknowledges all Intellectual Property Rights (IPR) in respect of C-DAC's software/solution/service as owned by C-DAC exclusively.
- d. Service Agency shall not promote their own or any other competitive/similar product/service against the C-DAC's Telemedicine software/solution to client or any related entity.
- e. Service Agency shall obtain prior approval from C-DAC to approach or undertake any project(s) or work of similar nature/scope/deliverables from C-DAC's client and its



partner/assignee during project period and for a period of two (02) years from termination of project.

- f. Service Agency shall while promoting the project or C-DAC's Telemedicine software/solution shall obtain prior permission before printing / distributing brochures, visiting cards, letter heads, product information catalogues, or any other advertisement/publicity/distribution material in which C-DAC's association, trademarks, product names, logos, symbols, pictures, photographs are to be used. Failure to obtain prior permission shall entitle C-DAC to terminate the order without any notice, and/or further seek any civil/criminal remedies allowed in law.
- g. Service Agency shall involve and include C-DAC in any submissions made for any award/recognition or publication of research.
- h. Service Agency shall arrange and bear local transportation/hospitality of visiting C-DAC staff/guest to Service Agency location(s) and/or any other project site locations as and when required.

(End of Section – IV)



SECTION – V: PRICE BID FORMAT

Sl. No.	Item Description	Qty.	Units	Basic Rate in Rs.	GST %	Total amount without Taxes in Rs.	Total amount With Taxes in Rs.
1	2	3	4	5	6	7	8
1.00	Supply and Installation of following items, setting-up of new RTC sites (10 locations) and operation of same, as per Annexure- I (A)						
1.01	Desktop PC with 3rd Party Software in Telemedicine Room	10	Nos			0.00	0.00
1.02	IP VCS Point-to-Point	10	Nos			0.00	0.00
1.03	TV	10	Nos			0.00	0.00
1.04	Printer	10	Nos			0.00	0.00
1.05	Film Scanner	10	Nos			0.00	0.00
1.06	Switch	10	Nos			0.00	0.00
1.07	UPS	10	Nos			0.00	0.00
1.08	Video Capture Card	10	Nos			0.00	0.00
1.09	Wi-Fi AP and cabling	10	Nos			0.00	0.00
1.10	Smart Tablet	10	Nos			0.00	0.00
2.00	Clinical/Medical Equipment						
2.01	Vital Sign Monitor (VSM) device	10	Nos			0.00	0.00
2.02	HbA1C monitoring System	10	Nos			0.00	0.00
2.03	Lipid Monitoring System	10	Nos			0.00	0.00
2.04	Glucose, Haemoglobin and Cholesterol test machines	10	Nos			0.00	0.00
2.05	Vision Screener	10	Nos			0.00	0.00
2.06	Digital Video Otoscope	10	Nos			0.00	0.00
2.07	Oral Cavity Tester	10	Nos			0.00	0.00
2.08	Portable retinal imaging	10	Nos			0.00	0.00



	system with App						
2.09	Handheld USB digital derma scope	10	Nos			0.00	0.00
2.10	Spiro Meter & accessories	10	Nos			0.00	0.00
2.11	Telemedicine Room Renovation	10	Per Loca tion			0.00	0.00
2.12	Installation & Commissioning of items (sr. No 1.01 to 1.10, 2.01 to 2.10)	10	Per Loca tion			0.00	0.00
2.13	Training at respective location	10	Per Loca tion			0.00	0.00
2.14	Year one Operations	10	Per year per Loca tion			0.00	0.00
3.00	Medical Consumables for year one operation						
3.01	HBA1C Test strips(For 10 locations @ 200 Nos per location)	2000	Nos			0.00	0.00
3.02	Lipid Cholesterol Strips(For 10 locations @ 200 Nos per location)	2000	Nos			0.00	0.00
3.03	Glucose Strips(For 10 locations @ 1000 Nos per location)	10000	Nos			0.00	0.00
3.04	Haemoglobin Strips(For 10 locations @ 1000 Nos per location)	10000	Nos			0.00	0.00
3.05	Troponin I Kit(For 10 locations @ 50 Nos per location)	500	Nos			0.00	0.00
3.06	Malaria P.f/P.v antibody Kit(For 10 locations @ 300 Nos per location)	3000	Nos			0.00	0.00
3.07	Year two Operations	10	Per year per Loca tion			0.00	0.00
4.00	Medical Consumables for year two operation						
4.01	HBA1C Test strips(For 10 locations @ 200 Nos per location)	2000	Nos			0.00	0.00
4.02	Lipid Cholesterol Strips(For 10 locations @ 200 Nos per location)	2000	Nos			0.00	0.00
4.03	Glucose Strips(For 10	10000	Nos			0.00	0.00



	locations @ 1000 Nos per location)						
4.04	Haemoglobin Strips(For 10 locations @ 1000 Nos per location)	10000	Nos			0.00	0.00
4.05	Troponin I Kit(For 10 locations @ 50 Nos per location)	500	Nos			0.00	0.00
4.06	Malaria P.f/P.v antibody Kit(For 10 locations @ 300 Nos per location)	3000	Nos			0.00	0.00
4.07	AMC for equipments/ instruments for 2 nd year after expiry of warranty (sr. No 1.01 to 1.10, 2.01 to 2.10)	10	Per year Per Loca tion			0.00	0.00
5.00	For existing RTC locations/sites established and managed by C-DAC at 03 locations as per Annexure-I (B)						
5.01	Smart Tablet	3	Nos			0.00	0.00
5.02	Vision Screener	3	Nos			0.00	0.00
5.03	Digital Video Otoscope	3	Nos			0.00	0.00
5.04	Oral Cavity Tester	3	Nos			0.00	0.00
5.05	Portable retinal imaging system with App	3	Nos			0.00	0.00
5.06	Handheld USB digital derma scope	3	Nos			0.00	0.00
5.07	Spiro Meter & accessories	3	Nos			0.00	0.00
5.08	Installation & Commissioning of items (sr. No 5.01 to 5.07)	3	Per Loca tion			0.00	0.00
5.09	Training at respective location	3	Per Loca tion			0.00	0.00
5.10	AMC for equipments/ instruments for 2 nd year after expiry of warranty (sr. No 5.01 to 5.07 above)	3	Per Year Per Loca tion			0.00	0.00
6.00	For existing TRC locations/sites established and managed by C-DAC at 02 locations as per Annexure-I (C)						
6.01	Desktop PC with touch monitor and 3rd Party Software in Telemedicine Room	2	Nos			0.00	0.00



6.02	Installation & Commissioning of items (sr. No 6.01).	2	Per Location			0.00	0.00
6.03	AMC for equipment/instrument for 2 nd year after expiry of warranty (sr. No 6.01 above)	2	Per Year Per Location			0.00	0.00
Total in Figures						0.00	0.00

Terms and Conditions:

1. The specifications of quoted items shall be as per **Annexure-II** of this tender document.

Signature of Authorised Person

(End of Section – V)



SECTION – VI: ANNEXURES

Annexure-I: Sites / Locations for Telemedicine

(A) New RTC locations/sites to be setup and operate by C-DAC (10 locations)

1. Barauni, Begusarai, Bihar
2. Barh, Patna, Bihar
3. Mauda, Nagpur, Maharashtra
4. Khargone, MP
5. Koldam, Bilaspur, HP
6. Lara, Raigarh, Chhattisgarh
7. North Karnpura, Chhatra, Jharkhand
8. Nabinagar, Aurangabad, Bihar
9. Pakri Barwadih, Hazari bagh, Jharkhand
10. Talaipalli, Kanchanpur, Chhattisgarh

(B) Existing RTC locations/sites established and managed by C-DAC (03 locations)

1. Gadarwara, MP
2. Nabinagar, Aurangabad, Bihar
3. Rammam, Sikkim

(C) Existing TRC locations/sites established and managed by C-DAC (02 locations)

1. New Delhi
2. Vindhyachal, Singrauli, MP

(D) Existing RTC locations/sites established and managed by client (04 locations)

1. Kudgi, Vijayapura, Karnataka
2. Meja, Allahabad, UP
3. Tapovan Vishnugrah, Joshimath, Uttrakhand
4. Rihand, Sonebhadra, Uttar Pradesh

Above locations are subject to change until final allotment letter is obtained.



Annexure-II: BoM / Specifications of Systems

Minimum suggested specification and quantity of the systems are as follow

(A) BoM for each new RTC at 10 locations as mentioned in *Annexure-I (A)*

#	Item	Unit	Qty	Suggested Specifications
1	Desktop PC with 3rd Party Software in Telemedicine Room	Numbers	1	Intel Core i5 9th Gen 3GHz (base freq) processor 8GB DDR RAM, 1 TB HDD, DVD R/W 21.5 LED Monitor, USB, key board, mouse, Windows 10 Pro (64-bit), MS Office Business 2019 (desktop), Trend Micro Antivirus (2Y update)
2	IP VCS Point-to-Point	Numbers	1	HD Point to point Video Conferencing System to connect on IP
3	TV	Numbers	1	42/43" Full HD display with swivel wall mount
4	Printer	Numbers	1	A4 laser B&W. 660 x 600 dpi resolution with 14 pages / minute print speed or equivalent
5	Film Scanner	Numbers	1	Scanner A3, With Transparency unit, TWAIN compliant
6	Switch	Numbers	1	8 port Switch with 100/1000 Mbps Ethernet support or higher
7	UPS	Numbers	1	1 KVA and 03 batteries (SMF 100AH-12V) with stand
8	Video Capture Card	Numbers	1	USB 2.0/3.0, HDMI Audio/Video input & output, Up to 1080p capture resolution, MP4 Encoding (H.264 and AAC), TWAIN compliant
9	Wi-Fi AP and cabling	Numbers	1	802.11n Wireless with at least 300Mbps transmission rate
10	Smart Tablet	Numbers	1	8 inch or more, 4GB RAM, 64GB storage, Wi-Fi + 4G LTE, FHD 1920 x 1200 pixels resolution, Android based
Clinical/Medical Equipment				
11	Vital Sign Monitor (VSM) device	Numbers	1	Multi parameter device supported by Mercury Nimbus Software. 12 lead ECG



				+ BP + Pulse + Temperature. Bidders may choose: Option 1. Device already integrated with Mercury Nimbus i.e. VT-III from Maestros, Mumbai Or Option 2: Device other than option 1. Integrate device with Mercury Nimbus using XML file interface before completion of Commissioning as mentioned in Section-II of tender document.
12	HbA1C monitoring System	Numbers	1	Equivalent to SD HBA1C Meter. LCD/LED display
13	Lipid Monitoring System	Numbers	1	Equivalent to SD Lipid Cholesterol Meter. LCD/LED display
14	Glucose, Hemoglobin and Cholesterol test machine	Numbers	1	Automatic identification of strips. Compact & Lightweight with LCD/LED Display
15	Vision Screener	Numbers	1	Test distances: Far (20 feet/6m), Near (14 inches/35cm). Tests: Visual Acuity (using letters/objects for adults/children), Plus Lens (children), Binocular Vision (children), Color Perception, Muscle Balance (horizontal/vertical) and peripheral vision. Supported with TWAIN/DICOM/Video Capture Card/PC interface or generate PDF/JPG file for integration
16	Digital Video Ootoscope	Numbers	1	Minimum 1.3-megapixel, Magnification optical 15-50x and digital 15-150x, 3-layer glass dual lenses. Supported with TWAIN/DICOM/Video Capture Card/PC interface or generate PDF/JPG file for integration
17	Oral Cavity Tester	Numbers	1	Handheld endoscope camera oral cavity taster. Supported with TWAIN/DICOM/Video Capture Card/PC interface or generate PDF/JPG file for integration
18	Portable retinal imaging system with	Numbers	1	Field of view of up to 20 degrees, Portable retinal imaging with App.



	App			Supported with TWAIN/DICOM/Video Capture Card/PC interface or generate PDF/JPG file for integration
19	Handheld USB digital dermatoscope	Numbers	1	handheld USB digital Dermatoscope, minimum 2-megapixel, Magnification optical up to 35x and digital up to 105x, 3-layer glass dual lenses. Supported with TWAIN/DICOM/Video Capture Card/PC interface or generate PDF/JPG file for integration
20	Spiro Meter & accessories	Numbers	1	Equivalent to Maestro MS 300 Spiro Meter
21	Telemedicine Room Renovation	Lump sum	1	Includes 1 Air Conditioner / Tables / Chairs / Minor electrical/civil work for equipment installation
Medical Consumables for each ear				
22	HBA1C Test strips	200 Numbers/year	2	Compatible with supplied equipment and meeting clinical requirements
23	Lipid Cholesterol Strips	200 Numbers/year	2	Compatible with supplied equipment and meeting clinical requirements
24	Glucose Strips	1000 Numbers/year	2	Compatible with supplied equipment and meeting clinical requirements
25	Hemoglobin Strips	1000 Numbers/year	2	Compatible with supplied equipment and meeting clinical requirements
26	Troponin I Kit	50 Numbers/year	2	Compatible with supplied equipment and meeting clinical requirements
27	Malaria P.f/P.v antibody Kit	300 Numbers/year	2	Compatible with supplied equipment and meeting clinical requirements

(B) BoM for each existing RTC at 03 locations as mentioned in Annexure-I (B)

#	Item	Unit	Qty	Suggested Specifications
1	Smart Tablet	Numbers	1	8 inch or more, 4GB RAM, 64GB storage, Wi-Fi + 4G LTE, FHD 1920 x 1200 pixels resolution, Android based
2	Vision Screener	Numbers	1	Test distances: Far (20 feet/6m), Near (14 inches/35cm). Tests: Visual Acuity (using letters/objects for adults/children), Plus Lens (children), Binocular Vision (children), Color



				Perception, Muscle Balance (horizontal/vertical) and peripheral vision. Supported with TWAIN/DICOM/Video Capture Card/PC interface or generate PDF/JPG file for integration
3	Digital Video Otoscope	Numbers	1	Minimum 1.3-megapixel, Magnification optical 15-50x and digital 15-150x, 3-layer glass dual lenses. Supported with TWAIN/DICOM/Video Capture Card/PC interface or generate PDF/JPG file for integration
4	Oral Cavity Tester	Numbers	1	Handheld endoscope camera oral cavity taster. Supported with TWAIN/DICOM/Video Capture Card/PC interface or generate PDF/JPG file for integration
5	Portable retinal imaging system with App	Numbers	1	Field of view of up to 20 degrees, Portable retinal imaging with App. Supported with TWAIN/DICOM/Video Capture Card/PC interface or generate PDF/JPG file for integration
6	Handheld USB digital dermascope	Numbers	1	handheld USB digital Dermatoscope, minimum 2-megapixel, Magnification optical up to 35x and digital up to 105x, 3-layer glass dual lenses. Supported with TWAIN/DICOM/Video Capture Card/PC interface or generate PDF/JPG file for integration
7	Spiro Meter & accessories	Numbers	1	Equivalent to Maestro MS 300 Spiro Meter

(C) BoM for each existing TRC at 02 locations as mentioned in Annexure-I (C)

#	Item	Unit	Qty	Suggested Specifications
1	Desktop PC with touch monitor and 3rd Party Software in Telemedicine Room	Numbers	1	Intel Core i5 9th Gen 3GHz (base freq) processor, 8GB DDR RAM, 1 TB HDD, DVD R/W, 21.5 Touch screen Monitor, USB, key board, mouse, Windows 10 Pro (64-bit), MS Office Business 2019 (desktop), Trend Micro Antivirus (2Y update)



Annexure-III: Responsibilities and Qualifications of Agency's staff

1. Site Administrator & Technician

a. Job Profile

- i. Main custodian of all the telemedicine equipment installed in the Telemedicine node
- ii. Management of day-by-day operation of the Telemedicine system and Network including coordinating, repair and maintenance of telemedicine hardware and software
- iii. Facilitation of the discussion between the user and the specialist sitting at two ends
- iv. Transfer of all disease related data through the network from one node to the other using Telemedicine software
- v. Storage of teaching material and clinical data in digital format for subsequent use by the medical student, health professionals and paramedical personnel for their knowledge gain and skill promotion
- vi. Multimedia content development to facilitate the process of technical knowledge transfer
- vii. Monitor and maintain the computer systems and networks
- viii. Protects operations by keeping information confidential.
- ix. Logging and keeping records of users and software
- x. Setting up new users' accounts and profiles and dealing with password issues
- xi. Ensuring adherence with software licensing laws
- xii. Providing user training, support, advice and feedback
- xiii. Knowledge of Telecommunications, system analytical, interpersonal, communication, troubleshooting and problem-solving skills

b. Minimum Qualification and Experience

- i. First class graduate degree with DCA from AICTE approved institute / 'O' level of DOEACC
OR
- ii. First class Engineering diploma/degree in Computer/IT stream
- iii. Additionally, diploma or experience (1 or more years) in handling electronic medical equipment will be preferred

2. Project Manager

a. Job Profile

- i. Management of day-by-day operation of the Telemedicine system and Network including coordinating, repair and maintenance of telemedicine hardware and software
- ii. Co-ordination with agencies for proving maintenance support to Telemedicine nodes under Telemedicine Network
- iii. Technical management of specialty and Remote Telemedicine nodes ensuring its smooth functioning
- iv. Preparation and execution of Telemedicine program schedule in co-ordination with the local/client agency's Officer, Telemedicine and other stake holders such as faculty of college/institute
- v. Supervision of the work of Telemedicine staff and covering his/her work during leave
- vi. Maintenance of records such as attendance register, log book and stock inventory
- vii. Plan, revise and implement telemedicine program, and upkeep of system, software and data
- viii. Prepare reports, comparative, status, presentation, etc. for use of higher officials



- ix. Plan, staff, implement, control and evaluate assigned project
- x. Provide mentoring, coaching and direction setting to members involved into project
- xi. Thorough understanding of theoretical and practical aspects of professional discipline
- xii. Knowledge of developing budgets, project management, management proficiency, process improvement, tracking budget expenses, self-development, performance management, verbal communication
- xiii. Multimedia content development to facilitate the process of technical knowledge transfer
- xiv. Supervision of functioning of Network section (group of patient-side node with specialist-side node)
- xv. Responsible to manage Telemedicine nodes on systems/server
- xvi. Evaluating the functionality of systems
- xvii. Responsible for repairing machines or systems using the needed tools.
- xviii. Consulting computer users to ascertain needs and to ensure that facilities meet user or project requirements
- xix. Implementing and managing security or integrity and backup procedures
- xx. Scheduling upgrades
- xxi. Managing secure network access for remote users
- xxii. Management of Material Resources
- xxiii. Ensuring adherence with software licensing laws
- xxiv. Providing user training, support, advice and feedback
- xxv. Testing and modifying systems to ensure that they operate reliably
- xxvi. Knowledge of Telecommunications, system analytical, interpersonal, communication, troubleshooting and problem-solving skills

b. Minimum Qualification and Experience

- i. First class graduate degree in science/engineering/management having at least 03 years of work experience in operating /managing a project and activities

3. Project Coordinator / Director

a. Job Profile

- i. Act as the overall Coordinator of the activities of the local/client agencies and Service Agency's together with C-DAC
- ii. Overall management of project responsibilities
- iii. Act as a single point of coordination for all activities
- iv. Supervision of functioning of Telemedicine Network
- v. Oversee the implementation progress at the various sites and also ensure effective utilization of the network
- vi. Coordination with C-DAC and local/client agencies for smooth execution
- vii. Share project status reports to C-DAC and local/client agencies
- viii. Coordinate with its C-DAC and local/client agencies and Service Agency's staff for technical, operational and financial related activities
- ix. Monitor the activity & utilization of the network, report the same to the local/client agency and C-DAC

b. Minimum Qualification and Experience

- i. First class graduate/post-graduate degree in science/engineering/management having at least 10 years of work experience in supervising / managing project and activities of the tune of Rs. 1 Crore or more
- ii. Experience of having worked in coordination / liaison with Government departments / organizations will be preferred



Annexure-IV: Covering Letter Format (To be submitted on Letterhead)

To:

The Executive Director,

Centre for Development of Advanced Computing (C-DAC)

Innovation Park, Panchavati, Pashan Road,

Pune - 411008 Maharashtra, INDIA

Subject: Submission of bid against Tender No. CDACP/HPC-MBA-TM/20-21/320

Dear Sir,

We, the undersigned, hereby submitting our techno-commercial proposal for setting-up of Telemedicine in response to your Tender No CDACP/HPC-MBA-TM/20-21/320.

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

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

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

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

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

Yours sincerely,

Authorized Signatory:

Name and Title of Signatory:

e-mail:

Mobile No:



Annexure–V: Authority Letter

Date:

To:

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

Subject: Authority Letter

Reference: Tender No: CDACP/HPC-MBA-TM/20-21/320

Dear Sir,

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

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

Specimen Signature:

The undersigned is authorized to issue such authorization on behalf of us.

For M/s _____ (Name of the bidder)

Signature and company seal

Name

Designation

Email

Mobile No.



Annexure–VI: Performance Bank Guarantee

To,

The Executive Director

Centre for Development of Advanced Computing
C-DAC Innovation Park, Panchwati
Pashan, Pune - 411 008
Maharashtra (India),

BANK GUARANTEE NO:

DATE:

Dear Sir(S)

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

The conditions of this order provide that the vendor shall,

1. Arrange to deliver the items listed in the said Contract /order to the consignee, as per details given in said order, and
2. Arrange to install and commission the items listed in said Contract/order at client's site, to the entire satisfaction of C-DAC and
3. Arrange for the comprehensive warranty and AMC service support towards the items specified in Contract / order.
4. Arrange for the operations and allied services as stipulated in said Contract/ Order.

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

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



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

This undertaking guarantee shall be in addition to any other undertaking or guarantee or security whatsoever that C-DAC may now or at any time have in relation to its claims or the supplier's obligations/liabilities under and / or in connection with the said contract and C-DAC shall have the full authority to take recourse to or enforce this undertaking guarantee in preference to the other undertaking or security (ies) at its sole discretion and no failure on the part of C-DAC in enforcing or requiring enforcement of any other undertaking or security shall have the effect of releasing the bank from its full liability hereunder.

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

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

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

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

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



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

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

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

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

Notwithstanding anything contained herein:

- A. Our liability under this guarantee shall not exceed Rs _____ (in words)
- B. This bank guarantee shall be valid up to (25 months from date of installation) & unless a suit for action to enforce a claim under guarantee is filed against us within one month from the date of expiry of guarantee, all your rights under the said guarantee shall be forfeited and we shall be relieved and discharged from all liabilities there after i.e. after one month from the date of expiry of this Bank guarantee
- C. We are liable to pay the guaranteed amount or any parts thereof under this bank guarantee only and only if you serve upon us a written claim or demand or before _____.
- D. The Bank guarantee will expire on _____

Granted by the Bank

Yours faithfully,

For (Name of Bank)

SEAL OF THE BANK

Authorized Signatory



Annexure-VII: Undertaking

Date:

To:

Executive Director ,
Centre for Development of Advanced Computing (C-DAC)
Innovation Park, Panchavati, Pashan Road,
Pune – 411 008 Maharashtra, INDIA

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

Dear Sir,

We, the undersigned, offer to carry out the 'Turn-key' project including equipments, items, components, Services etc. as per tender at respective sites, in response to your tender No CDACP/HPC-MBA-TM/20-21/320. We are hereby submitting our techno-commercial proposal for same, through www.eprocure.gov.in. As a part of eligibility requirement stipulated in said tender document, we hereby submit a declaration in lieu of Earnest Money Deposit (EMD), as given below:

1. Our bid shall remain valid for 120 days from the date of submission and that we will not withdraw or modify our bid during the validity period,
2. In case, we are declared as successful bidder and an order is placed on us, we will submit the acceptance in writing within 7 days of placement of order on us.
3. In case, we are declared as successful bidder and an order is placed on us, we undertake, to submit a Performance Security of 3 % of the order/contract value, as per terms stipulated in the tender.
4. In case of failure on our part to comply with any of the above said requirements, we are aware that we shall be declared as un-eligible for said tender and /or debarred from any future bidding process of C-DAC or MeitY, for a period of minimum one year.
5. The undersigned is authorized to sign this undertaking.

Yours sincerely,

Authorized Signatory:

Name and Title of Signatory:

e-mail:

Mobile No:



Annexure–VIII: Certificate from Bidder

To:
Executive Director,
Centre for Development of Advance Computing,
Pune – 411 008

Ref: Tender Ref. No: CDACP/HPC-MBA-TM/20-21/320

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

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

Sr. No	Item Description	Make & Model No.	Country of origin of OEM	Country of Manufacture of item	Country of Shipment
1					
2					
3					
4					
x					

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

For (Name of bidder)

Authorized Signatory
Name & Designation:
Mobile No:

(End of Document)